

## DEED OF SUB-LEASE

THIS DEED OF SUB-LEASE is made at ... this ... day of... between Mr. A residing at ... hereinafter referred to as the Sub Lessor of the One Part and Mr. B. residing at ... hereinafter referred to as the Sub Lessee of the Other Part ;

WHEREAS by a Deed of Lease dated ... made between Mr... therein and hereinafter referred to as 'the Lessor' of the One Part and the Sub Lessor therein referred to as the Lessee' of the Other Part and registered at the office of the Sub Registrar at ... under S.No... of Book No.1 the Lessor demised unto the Sub Lessor as Lessee the land and premises described in the Schedule thereunder written (being the same as described in the first schedule hereunder written) for a term of 99 years at the yearly rent of Rs... and on and subject to the covenants, terms and conditions therein mentioned.

AND WHEREAS the Lease is still valid and subsisting.

AND WHEREAS the Sub Lessee has requested the Sub Lessor to grant to him a sublease of a portion of the said demised premises and which portion is delineated on the plan hereto annexed by red coloured boundary line and is more particularly described in the second schedule hereunder written and which the Sub Lessor has agreed to grant in the manner following.

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the rent hereby reserved and of the terms covenants and conditions hereinafter provided the Sub Lessor doth hereby sub demise unto the Sub Lessee the said portion of land described in the second Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown by boundary line coloured red (and forming part of the land described in the First Schedule hereunder written) hereinafter referred to as 'the sub demised land' to

Hold the same unto and to the use of the Sub-Lessee for all the residue of the unexpired term granted by the said Deed of Lease, less three months but subject to the earlier determination thereof as hereinafter provided and yielding and paying therefor during the said term the monthly ground rent of Rs... free and clear of all deductions and strictly in advance on or before the 5th day of each month commencing from the 5th day of the month of... next and thereafter on or before the 5th day of each and every succeeding month during the continuance of the lease.

2. The Sub Lessee, with a view to bind himself and his heirs, executors or administrators covenants with the Sub Lessor as follows

- (a) To observe and perform all the terms, covenants and conditions contained in the said Deed of Lease to the extent and so far as they are applicable to the sub demised land as if they were Incorporated In these presents and not to commit breach of or do any act contrary to any of the said terms, covenants and conditions.
- (b) To pay land revenue and other taxes payable in respect of the sub demised land In the same proportion which the area of the sub demised land bears to the total area of the land described in the First Schedule hereunder written.
- (c) To pay the monthly rent as aforesaid regularly to the Sub Lessor.
- (d) To pay all Municipal and other taxes, rates, cess and other levies on the building and structures if any constructed thereon, to the Govt. or any local authority.
- (e) Not to cause nuisance or annoyance to the adjoining owners and occupants.
- (f) Not to assign, mortgage or sublet or otherwise part with possession

thereof In favour of any other person, without the prior written consent of the Sub Lessor.

- (g) To Indemnify and keep indemnified the Sub Lessor against any loss. costs, charges and expenses that he may suffer or incur on account of breach of any law, rules and regulations of the Govt. or any local authority, or breach of any term or covenant of the said Deed of Lease or of these presents.
- (h) To use the sub demised land for the purposes of –

3. The Sub Lessor doth hereby covenant with the Sub Lessee that –

- (a) The Sub Lessor has in himself good right. and full authority to sub demise the said portion of the land described in the Second Schedule hereunder written in the manner aforesaid.
- (b) On the Sub Lessee paying the monthly rent regularly on due dates and observing and performing the covenants. term and conditions herein contained and those contained in the said Deed of Lease and on the part of the Sub Lessee to be observed and performed he shall peacefully and quietly hold, possess and enjoy the Sub demised land together with the buildings and structure if any standing thereon during the term hereby created, without any eviction, Interruption, disturbance, claim or demand whatsoever by the Sub Lessor or any person or persons lawfully or equitably claiming by, from or in trust for him.

4. And it is hereby agreed and declared as an express term of this lease that If the Sub Lessee commits default in payment of more than two monthly instalments of rent or commits breach of any covenant, term or condition contained In these presents or In the said Deed of Lease, or If the Sub Lessee is adjudged insolvent, then and any of such cases or events, the Sub Lessor shall

be entitled thereunder to enter upon the sub-demised land or any part thereof in the name of the whole and thereupon this sub-demise shall determine without prejudice to any other right conferred. on the Sub Lessor by these presents or in law Provided that, If within the period given In the notice to be served upon the Sub Lessee for payment of arrears of rent or remedying to the satisfaction of the Sub Lessor the breach of any term, covenant or conditions of these presents or the said Deed of Lease, the rent is paid or the breach is remedied, then the notice to determine the Lease shall be deemed to have been withdrawn.

5. On the expiration of the said period of the Sub Lease or earlier determination thereof as aforesaid, and within a period of two months from the date of such termination or determination the Sub Lessee shall remove all the buildings and structures if any constructed thereon at his own costs failing which the same shall belong to the Sub Lessor and the Sub Lessee shall be deemed to have waived or given up his right thereto.

IN WITNESS WHEREOF the Sub Lessor and Sub Lessee have put their hands the day and year first hereinabove written.

*THE FIRST SCHEDULE ABOVE REFERRED TO  
THE SECOND SCHEDULE ABOVE REFERRED TO*

Signed and delivered by the withinnamed Sub Lessor ... in the presence of  
Signed and delivered by the withinnamed Sub Lessee... in the presence of