

Commercial Contract

ASSIGNMENT OF LEASE RENT AGREEMENT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

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Assignment of Lease Rent Agreement

Pro- Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to real estate matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

Assignment of Lease Rent Agreement

Pro- Gole (Right to do Business)

Legal Services, B&SDS

1. ASSIGNMENT OF LEASE/RENT AGREEMENT

THIS ASSIGNMENT OF LEASE/RENT AGREEMENT (hereinafter referred to as the "Agreement") is made at _____ (give place) on this ___ (give date) day of _____ (give month), 20__ (give year)

BY AND BETWEEN:

Mr./Mrs./Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address]
CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr./Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

(Hereinafter referred to as the "Assignor", which expression shall, wherever the context so provides, include its heirs, assigns, nominees and agents)

AND

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address]
CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

(Hereinafter referred to as the "Assignee", which expression shall, wherever the context so provides, include its heirs, assigns, nominees and agents.)

AND

Mr/Mrs/Ms [Name], son/wife/daughter of [Name], r/o [Address] CNIC # [Number];

OR

M/s [Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [Address] through its [Designation], Mr/Mrs/Ms [Name];

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OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

(Hereinafter referred to as the "Landlord", which expression shall, wherever the context so provides, include its heirs, assigns, nominees and agents.)

(The Assignor, the Assignee and the Landlord are hereinafter collectively referred to as the "Parties", and individually as the "Party").

WHEREAS the Assignor has acquired a property measuring _____ (give measurement), bearing Property No. ____ (give property number), situated at _____ (give address) (hereinafter referred to as the "Property") through a Lease Agreement dated _____ (give date) (hereinafter referred to as the "Lease Agreement") with Mr/Mrs/Ms _____ (give name of the landlord) (hereinafter referred to as the "Landlord").

AND WHEREAS the Assignee wishes to acquire the said Property on lease and the Assignor wishes to assign the tenancy rights to the Assignee.

AND WHEREAS the Landlord has provided its consent to this assignment of lease from the Assignor to the Assignee vide it's No Objection Certificate dated [date].

NOW THEREFORE the Parties have entered into this Agreement on the following terms and conditions:

1. The Assignor hereby assigns and transfers, against payment of Rs. _____/- (Rupees _____) (give amount) (hereinafter referred to as the "Consideration Amount"), to the Assignee the Lease Agreement dated [date] executed between the Assignor and the Landlord with respect to the Property, together with the rights, title, and interest in and to the Lease and the Property.
2. The Lease so assigned to the Assignee by virtue of this Agreement shall continue till [date of expiry of the lease under the Lease Agreement], which may be renewed in accordance with the terms and conditions entailed in the Lease Agreement.
3. The Assignee shall be subject to all the terms and conditions entailed in the Lease Agreement, and the Assignee shall have all the rights and obligations as the Assignor was originally subject to, under the Lease Agreement.
4. The Assignor hereby covenants that he is the lawful owner of the interest assigned under this Agreement, and that this interest is free from all encumbrances.

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5. The Assignor further covenants that he has performed all duties and obligations and has made all due payments required under the terms and conditions of the Lease Agreement, including the rent payments until the date of this Agreement.
6. Assignee agrees to pay all rent due after the date of this Agreement, and to assume and perform all duties and obligations as required to be performed by the Assignor by the terms and conditions of the Lease Agreement.
7. The Lessor hereby releases the Assignor from all the obligations under the Lease Agreement, and agrees and acknowledges that following the execution of this Agreement, the Assignee, and not the Assignor, shall be held responsible for the breach of any terms of the Lease Agreement, including the payment of rent. The Landlord hereby accepts the Assignee as the lessee, with respect to the Lease Agreement, in place of the Assignor.
8. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].
9. The Lease Agreement shall be considered to be an integral part of this Agreement.
10. The Parties agree that this Agreement shall be binding upon and inure to the benefit of the Parties, and their successors and assigns.

IN WITNESS WHEREOF, the Parties have entered into this Agreement at the place, and on the date mentioned above.

For and on behalf of
The Assignee

For and on behalf of
The Assignor

For and on behalf of
The Landlord

Witnesses:

1. _____

2. _____

Name: _____

Name: _____

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Legal Services, B&SDS

Address: _____

Address: _____
