

# Commercial Contract

## AGREEMENT FOR PERMISSION TO SUBLET



*Empowered lives.  
Resilient nations.*



### Small and Medium Enterprises Development Authority

### Ministry of Industries & Production

### Government of Pakistan

[www.smeda.org.pk](http://www.smeda.org.pk)

#### HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,  
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7  
[helpdesk@smeda.org.pk](mailto:helpdesk@smeda.org.pk)

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 <sup>rd</sup> Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 <a href="mailto:helpdesk.punjab@smeda.org.pk">helpdesk.punjab@smeda.org.pk</a>	5 <sup>th</sup> Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 <a href="mailto:helpdesk-khi@smeda.org.pk">helpdesk-khi@smeda.org.pk</a>	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 <a href="mailto:helpdesk-pew@smeda.org.pk">helpdesk-pew@smeda.org.pk</a>	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 <a href="mailto:helpdesk-qta@smeda.org.pk">helpdesk-qta@smeda.org.pk</a>

**January 2013**

## **Agreement for Permission to Sublet**

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.

## **Agreement for Permission to Sublet**

Pro-Gole (Right to do Business)

Legal Services, B&SDS

---

### **3. AGREEMENT FOR PERMISSION TO SUBLET**

**THIS AGREEMENT FOR PERMISSION TO SUBLET** (hereinafter referred to as the "Agreement") is made at \_\_\_\_\_ (insert place) on this \_\_\_ (insert date) day of \_\_\_\_\_ (insert month), 20\_\_ (insert 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 "Lessor", 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];

## **Agreement for Permission to Sublet**

Pro-Gole (Right to do Business)

Legal Services, B&SDS

---

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

(The Lessor and the Lessee are hereinafter collectively referred to as the "Parties", and individually as the "Party".)

**WHEREAS** the Lessee has acquired the interest in the property measuring \_\_\_\_\_, bearing Property No. \_\_\_\_ (insert property number), situated at \_\_\_\_\_ (insert complete address) (hereinafter referred to as the "Property") by way of a Lease Agreement dated [date] with the Lessor.

**AND WHEREAS** the Lessee wishes to sublet the Property, and for that purpose, seeks the Lessor's permission.

**AND WHEREAS** the Lessor has agreed to permit the Lessee to sublease the Property in accordance with the terms and conditions of this agreement, as well as the Lease Agreement.

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

1. The Lessor hereby gives the Lessee the permission to sublease the Property for any period until the expiry of the Lease Agreement.
2. The Lessee agrees and undertakes that it shall not sub-lease the Property for use in any way other than as envisaged by the Lease Agreement.
3. The Lessee agrees to make sure that any sub-lessee of the Property shall conform to all obligations and covenants as applicable to the Lessor as set forth in the Lease Agreement, and all provisions of the Lease Agreement shall remain in full force and effect for the entire term of any sub-lease.
4. The Lessee agrees and undertakes that all the terms and conditions of the Lessee under the Lease Agreement shall be made an integral part of any sub-lease agreement executed by the Lessee with any sub-lessee.
5. The Lessee agrees and undertakes that in case the sub-lessee damages or causes to be damaged any part of the property in any way, the Lessee

## Agreement for Permission to Sublet

Pro-Gole (Right to do Business)

Legal Services, B&SDS

---

shall be liable to the Lessor to make good such damage, and the Lessor shall not be expected to recover the damages from the sub-lessee in any way.

6. The Lessor and the Lessee hereby agree that this permission to sublet as envisaged in this Agreement, and any sub lease agreement executed between the Lessee and any sub-lessee shall not, in any way, be construed to be a release of the Lessee from the terms and conditions of the Lease Agreement, and the Lessee shall remain subject to all the obligations, responsibilities or duties of a lessee as set forth in the Lease Agreement dated [insert date] until the expiry of the Lease Agreement, and any renewal thereof.
7. 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].

**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 Lessor

\_\_\_\_\_  
For and on behalf of  
The Lessee

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_