

## Deed of variation of lease

This deed of variation of lease is : [ ]

and is made between:

The Landlord is: [name]

of [address]

The Tenant is: [name]

of [address]

The Guarantor is: [name]

of [address]

Start date of lease: [date]

End date of lease: [date]

### Background

A. This deed of variation is supplemental to a lease (the "Lease") dated [date] and made

B. The parties have now agreed that the Lease shall be varied in

It is now agreed as follows:

### 1. Definitions

In this deed unless the contrary intention appears:

"Property" means [property / land / premises] which is / , [ ] .

## 2. Interpretation

Unless the context requires otherwise, the

## 3. The variations

The parties now agree that the Lease shall be treated as varied

*[Here set out the facts*

3.1. *After a review effective* [ ],  
[ ].

3.2. *The allocated car parking space shall* 54  
46 .

3.3. *The rent shall be increased to R* [ ] [ ]  
[ ] [ ] .

3.4. *The construction work listed in the*  
(" ") .

**AND**

3.5. *The Landlord will not require the removal or making good at the*

**AND**

3.6. *In calculating the rent or any increase*

3.7. *The Tenant*

3.8. Paragraphs [enter paragraph numbers] [ / / / ]. ]

#### 4. Jurisdiction

This agreement shall be interpreted

..

] ( [ )

Signature: .....

Witness:

signature:

Name:

Address:

Signed as a deed by or for the Tenant [write name] (who certifies that he has proper authority to sign)

Signature: .....

Witness:

signature:

Name:

Address:

Signed as a deed by the Guarantor [\[write name\]](#)

Signature: .....

Witness:

signature:

Name:

Address:

## Explanatory notes:

### Deed of variation of lease

## General notes

1. A lease is a document under seal; in other words, a deed. So if you want to change it,
2. This is a very simple document, the sole purpose of which is to record some deal or change to a lease.
3. It is best practice to execute a new lease to extend the term or bring in more land; bring in a guarantor or make any
4. Any deal that is so important as to require registration, for example to be binding against a mortgagee or assignee of the lease, is best

## Paragraph specific notes

Drafting notes following the numbered paragraphs

### 1. Definitions

We have no comments.

### 2. Interpretation

Leave this in place.

### 3. The variations

We cannot help you

### 4. Jurisdiction

We have no comment.

## End of notes