**DEED OF SURRENDER OF TENANCY**

This deed of surrender of tenancy as made on this …. day of …… between X Co. Ltd., a company registered under the Companies Act 1956 with its Registered Office at and doing business, inter alia, at ............................................. (after it referred to as the tenant) of the one part

and Mr. ......................................................... resident at ................................................................(after it referred to as the owner) of the other part.

And whereas on 7th April 2002 a covenant was entered into by and between the tenant and the owner whereunder and whereby the owner leased to the tenant one ground-floor flat consisting of four rooms, one kitchen, two bathrooms, one car parking space, common use of servant-latrines and common passage around the flat with 5 ceiling fans and one Geyser at …………………................. at a monthly rent of Rs. ………………………......... from………………………………..and whereas all cesses, taxes, rates and levies or burdens were consented to be paid by the owner and tenant would have no liability relating thereof,

And whereas under the said covenant and accordingly thereof, the said owner allowed occupation of said flat to tenant and the Tenant has been occupying same since then.

And whereas the owner asked the tenant for vacating the said flat on several reasons including hardship to him and the tenant then duly considered the same and for evading any future litigation and expenses has consented to surrender the said tenancy of the said flat.

Now hence this deed witnesseth and the parties consent as below:

1. The said owner hereby confirms, admits /acknowledges that on this day he has received vacant peaceful possession of the said ground floor flat consisting of four rooms, one kitchen, two bath rooms, one car parking space, common servant latrine and common passage surrounding flat with all furniture and fittings, water, drainage, sanitary fittings and electrical installations in the same good conditions and order as they were when the said flat was leased to the tenant minus normal wear and tear.

2. The tenant declares that no encumbrance was created on said flat, which is free from all encumbrances.

3. The owner declares and consents that the tenant has paid whole dues, including rent relating the said flat to-date and nothing is due or payable by the tenant to owner relating the said flat.

4. The parties hereby consent that neither party has paid any money to other due to inducement for surrender of the tenancy.

5. The owner hereby confirms consents and declares that he has received vacant and peaceful possession of said flat from the tenant free from all encumbrances and the owner has accepted the handing over of vacant possession of said flat with all furniture and fittings and also the keys and he has nil claim whatsoever against the tenant in respect of the said flat or otherwise.

6. The owner hereby declares and confirms that nothing is due from and payable by the tenant relating to said rent or municipal charges, water charges, electricity bills or any other charges or claims relating said flat.

7. The owner hereby declares and consents that he would keep the tenant fully compensated against and without harm from all proceedings, claims, actions, expenses, charges and costs thereof whatsoever in respect of said flat for giving peaceful vacant possession of the said flat to the said owner.

8. It is recorded that neither party has any claim against the other in respect of said flat or otherwise whatsoever.

9. It is recorded that the Security Deposit of Rs. ............ has already refunded on receiving peaceful vacant possession of the said flat the receipt thereof the tenant hereby acknowledges.

In witness whereof the parties hereto have executed this Deed on the day, month and year first above-written.

Signed, sealed and delivered by Mr.......................................... duly authorised by and holder of Power of Attorney from X. Co. Ltd. on this 10th day of June 2002 in the presence of:

Signed and delivered by Mr. ........................... owner in the presence of: