**SURRENDER OF LEASED FLAT**

This deed of surrender of lease is made on this ……………… day of ………………... Between AA & Co. Ltd. having its registered office at.......................................... Chennai, who has taken on rent flat No…… situated at sector at Salem (hereinafter called tenant) of the one part and Mr. BB , the owner of that flat ( hereinafter called the owner) of the other part.

Whereas per Agreement dated…………………................ the owner leased the said flat on lease beginning from .............................being a monthly tenant at rent of Rs. 5,000 monthly and security deposit of Rs. 25,000.

And whereas the owner asked the tenant for vacating the said flat on several reasons and a case under Rent Act for vacating said flat on reasonable needs is pending.

And whereas the tenant having fully considered the request of owner and has consented the request of owner to evade further litigations and complications.

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

1. The said owner hereby declares that he still fully owns the said flat and bear right to receive on surrender of said flat by the tenant possession thereof and give absolute discharge to the tenant from all liabilities whatsoever relating the said flat.

2. The owner declares that there is no arrears of rent, electricity bills or any other claims relating the said flat and all dues payable by the tenant up to and including the ........................ were received and the security deposit has been adjusted and refunded.

3. The owner hereby records and confirms that he has received quiet, peaceful and vacant possession of the said flat free from all encumbrances with all fixtures and furniture having same good condition and order in which the same tenanted flat was let out to said tenant.

4. The owner hereby records confirms and declares that neither party has paid to the other any amount per indemnification or otherwise and this is being executed in consideration of avoiding any further litigations and expenses.

5. The parties declare and consent that in consideration of aforesaid the tenant has delivered vacant and peaceful possession of the said flat with all furniture’s and fittings and the owner has received delivery thereof including the keys of the said flat and taken vacant possession of the said flat along with all furniture and fittings in same good condition in which the said flat was leased to the tenant after removing all the articles and things relating to the tenant.

6. It is declared that neither party has any claim against the other in relation of said flat and the owner undertakes to withdraw the case under Rent Act.

7. The owner hereby releases favouring the tenant the whole security deposit of Rs. 25,000 per Demand Draft bearing No.......... etc. the receipt of which the tenant hereby acknowledges.

8. Each party hereby releases the other from all liabilities emerging under the said tenancy Agreement and any extension and/or alteration thereof and/or in respect of said flat.

9. The owner hereby undertakes and declares to keep the tenant fully compensated against and without harm from any action, proceedings, expenses, charges, costs and claims of whatsoever type in respect of said flat first above stated for delivering vacant and peaceful possession of the said flat to the owner for whatsoever reason or cause of action.

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 AA & Co. Ltd. on this ….. October, 2003

Signed and delivered by Mr. BB on this …..day of November, 2003.