**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:

**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.