**LEASE DEED**

**(SURRENDER OF LEASE)**

This Deed of Surrender of Lease(this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’) at \_\_\_\_\_\_\_\_\_ (Place).

**BETWEEN:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("individual" ,“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm"), with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_, through its Authorised signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred as the “Lessee” "First Party").

OF THE FIRST PART

**AND:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("individual" ,“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm"), with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, through its Authorised signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred as the “Lessor” "Second Party")

OF THE SECOND PART

**PREAMBLE**

WHEREAS by a Deed of Lease made at \_\_\_\_\_\_\_\_ [place] on \_\_\_\_\_\_\_\_ [date] between the Lessee of the one part and the Lessor of the other part (which lease deed has been registered with the Sub-Registrar of Assurances at \_\_\_\_\_\_\_\_ [place] on the \_\_\_\_\_\_\_\_ [date] as \_\_\_\_\_\_\_\_ [Document No.] in \_\_\_\_\_\_\_\_ [Book No.] \_\_\_\_\_\_\_\_ [Volume No.] and is hereinafter called the Lease Deed), the Lessor demised unto the Lessee the land and premises described in the Schedule to the said Lease Deed (being the same as described in the Schedule hereunder written), hereinafter called the “demised premises” for a period of \_\_\_\_\_\_\_\_ [No. of years] commencing from \_\_\_\_\_\_\_\_ [date] at a monthly rent of \_\_\_\_\_\_\_\_ [amount in Rs.] on the terms and conditions as set out in the said Lease Deed.

AND WHEREAS the lessor proposes to develop the demised premises by constructing buildings thereon consisting of flats and then to sell the said flats to the prospective flat purchasers on ownership basis and has requested the Lessee to surrender the demised premises, which the lessee has agreed to do so in the manner hereinafter appearing.

NOW THIS DEED Witnessed That in pursuance of the said agreement and in consideration of the sum of \_\_\_\_\_\_\_\_ [Amount in Rs.], (the receipt whereof the Lessee hereby acknowledges), the Lessee as beneficial owner hereby surrender and assign and quit claim to the demised premises demised by the said Lease Deed unto and to the use of the Lessor TO HOLD the demised premises unto the Lessor for all the unexpired lease term and interest created by the said lease Deed to the intent that the same terms and interests may merge and be extinguished in the reversion which was immediately expectant thereon before the execution of this Deed AND THE LESSEE hereby covenants and declares that he has not done any covenants act, deed or thing whereby or by means whereof he is in any way prevented from surrendering the demised premises from the said lease.

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands the day and year first hereinabove written.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (First Party) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Second Party) |

Signed and Witnessed in the presence of:

WITNESSES

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness \_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness \_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE SCHEDULE ABOVE REFERRED TO**

**(Particulars of the said property)**