

THIS DEED OF SURRENDER OF LEASE made the ____ day of _____ 2003 BETWEEN _____ a Company incorporated under the Companies Act, 1956, having its registered office at 42A, Madan Boral Lane, Kolkata, hereinafter called the **LESSEE** (which expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors in office and assigns) of the **One Part** and _____ s/w/d/of _____ residing at _____ hereinafter called the **Lessor** (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, legal representatives, executors, administrators and assigns) of the **Other Part**.

W H E R E A S :

- A. By an Indenture dated _____ made between the parties hereto and registered in _____, it was witnessed that the said Lessor did in consideration of the rent thereby and therein reserved and of the covenants and conditions to be observed and performed on the part of the said Lessee granted and demised by way of lease the property fully mentioned and described in the Schedule hereto for a term of ____ years.
- B. Such lease is in full force and virtue and all rents and conditions reserved by and contained thereunder on the part of the Lessee to be paid, observed and performed, have been duly paid, observed and performed by the said Lessee up to the date of these presents.
- C. The Lessor was at all material times and presently is in possession of the property in the manner as before the execution of the lease.
- D. For personal reasons and consideration the said Lessee having desired to be relieved from further payment of such rent and performance of the covenants and conditions approached the said Lessor for a surrender of the said lease and delivery of the possession of the property.
- E. The said Lessor has agreed to accept from the said Lessee a surrender of the aforesaid lease of the said premises.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of a sum of Rs. _____ being the token consideration paid by the Lessor to the Lessee, the said Lessee as beneficial user of the said property do hereby give up and relinquish all his lease-hold estate and interest in and surrender and deliver possession to the said Lessor of the premises comprised in and by the said deed of lease TO HOLD the same as before execution of the lease by the said Lessor TO THE INTENT and object that the same shall stand determined to all intents and purposes and that the residue of the said term of ____ years created by the said deed of lease, and all other rights and interests of the said Lessee in the said premises under or by virtue of the said deed shall stand extinguished and merged in the reversion freehold and inheritance of the premises with immediate effect as if the said lease was never granted nor intended.

AND THIS INDENTURE further witnesses that in consideration of the surrender of the lease which is acceptable by the Lessor, he/she the said Lessor hereby releases and discharges the Lessee, her successor and estate from all claims, demands and liabilities on account of future rent and/or arising out of performance or non-performance of the covenants, conditions provided under the hereinbefore recited Indenture of Lease.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT garden land hereditaments and **Premises No.** _____ within the limits of the Corporation of Kolkata containing more or less an area of __ **bighas** __ **cottahs** __ **chittacks** __ **sq.ft.** in the suburbs of the Corporation of _____ within Police Station - _____, butted and bounded in the manner following :

- ON THE NORTH** - by
- ON THE SOUTH** - by
- ON THE EAST** - by
- ON THE WEST** - by

IN WITNESS WHEREOF the parties to these presents have hereunder set and subscribed their respective hands and seals the day month and year first above written.

Signed, Sealed and Delivered
by the **LESSEE** at Kolkata in the presence of :

Signed, Sealed and Delivered
by the **LESSOR** at Kolkata in the presence of :