**Surrender of Tenancy Rights**

THIS AGREEMENT OF SURRENDER OF TENANCY made at \_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 200\_\_\_;

BETWEEN

**ABC** of \_\_\_\_\_\_\_\_\_\_\_\_\_, Indian Inhabitant, residing at \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **“THE TENANT”** (Which expression shall unless repugnant to the meaning and context thereof, be deemed to include his heirs, executors and administrators); **OF THE ONE PART; AND PQR VENTURES ESTATES & DEVELOPMENTS PVT. LTD.,** a company incorporated under the Companies Act 1956 having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **“THE LANDLORD”** (Which expression shall unless contrary to the context or meaning thereof mean and include its successors and assigns); **OF THE OTHER PART;**

WHEREAS:—

(a) The Landlord is the owner of the building known as “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and which is more particularly described in the **First** **Schedule** hereunder written. The Landlord is also the owner of residential flat
No. \_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_ floor of the said building “\_\_\_\_\_\_\_\_\_\_\_” admeasuring 600 sq.ft. of carpet area (hereinafter referred to as **“the said flat”**) and which is more particularly described in the **Second Schedule** hereunder written;

(b) The Tenant is the lawful tenant in respect of the said flat. The rent receipt in respect of the said flat stands in the name of the Tenant; and

 (c) The Tenant has agreed to surrender his tenancy and occupancy rights in respect of the said flat in favour of the Landlord on the terms and conditions hereinafter stated.

**NOW, THEREFORE, THIS DEED OF SURRENDER BY AND BETWEEN THE PARTIES WITNESSETH AS FOLLOWS:**

1. The Tenant hereby surrenders his tenancy and occupancy rights, title and interest in the said flat No.\_\_\_\_\_\_ on the \_\_\_\_\_\_\_ floor of the said building “\_\_\_\_\_\_\_\_\_\_\_\_\_” admeasuring 600sq.ft. of carpet area and which is more particularly described in the Second Schedule hereunder written to the Landlord. In consideration of the surrender of the said tenancy rights as aforestated, the Landlord has on or before execution hereof paid a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) to the Tenant in full and final consideration (the payment and receipt whereof the Tenant doth hereby admit, confirm and acknowledge).

2. The Tenant has upon execution hereof handed over quiet, vacant and peaceful possession of the said flat to the Landlord. Henceforth, the Tenant shall have no right, title, interest and/or claim of whatsoever nature in the said flat and the Landlord shall be fully entitled to deal with the same in the manner it desires without any objection of whatsoever nature from the Tenant.

3. The Tenant has represented and assured the Landlord that he has not created any kind of third party rights in respect of the said flat. The Tenant further states that he is in no manner directly and/or indirectly prevented from entering into this Deed and/or surrendering tenancy rights of the said flat to the Landlord.

4. The stamp duty and registration charges, if any, in respect of the present instrument shall be borne by the Landlord as agreed.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Give description of the entire building of the Landlord)

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Give description of the tenanted flat)

 I**N WITNESS WHEREOF** the parties have caused this Deed to be executed the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED by the )

Within named ABC **“THE TENANT”** )

in the presence of ...... )

THE COMMON SEAL OF THE WITHINNAMED)

M/S. PQR VENTURES ESTATES AND )

DEVELOPMENTS PRIVATE LTD., )

“THE LANDLORD” above named is hereunto )

affixed pursuant to the resolution of its Board of )

Directors passed in that behalf, on the \_\_\_\_\_\_\_\_ )

day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 200\_\_ in the presence of )

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Managing Director and )

2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director and in the

presence of …………. )