

DEED OF SURRENDER OF THE WHOLE PROPERTY

THIS DEED OF SURRENDER is made at this day of, 2000, between Mr. A of hereinafter referred to as the Lessee of the One Part and Mr. B of hereinafter referred to as the 'Lessor' of the Other Part,

WHEREAS by a Deed of Lease dated theday of made between the said Lessor of the one part and Mr. X therein referred to as the 'Lessee' of the other part, the lessor demised unto the said Mr. X all that piece of land situate at and more particularly described in the Schedule thereunder written being the same as described in the Schedule hereunder written for a period of 99 years at the monthly rent of Rs..... and on the covenant, terms and conditions mentioned therein and which deed of lease has been registered at the office of the Sub- Registrar at under S. No of In Book No. 1 on the day of

AND WHEREAS the said land was so demised to enable the said Mr. X to set up an Industrial Factory thereon for manufacturing.....

AND WHEREAS the said Mr. X put up factory on the said land and was running the same for some time and thereafter sold the same

AND WHEREAS by virtue of the several mesne assignments of the said lease and the leasehold premises, the leasehold Interest in the said land has now become vested in the. Lessee being the Party hereto of the First Part.

AND WHEREAS the Lessee having been unable to run the said factory, has closed the same and sold and removed all the machinery articles and things lying therein.

AND WHEREAS the Lessee does not now require the said land and has offered to surrender the lease to the Lessor provided the Lessor pays to the Lessee the depreciated costs of the said factory building on the demised land fixed at Rs and which offer the lessor has accepted.

NOW THIS DEED WITHNESSETH that pursuant to the said agreement and for the reasons hereinbefore recited and in consideration of the said sum of Rs paid by the Lessor to the Lessee on the execution of these presents as the present cost of the factory building (receipt whereof the Lessee doth hereby admit) the Lessee as the beneficial owner doth hereby assign by way of surrender of the said lease the said leasehold land with the factory building thereon and more particularly described in, the Schedule here under written unto and to the use of the Lessor with the Intent and purpose that the remaining period of the term of the 99 years granted by the said Deed of Lease in respect of the said piece of land shall cease and come to an end and become merged and be extinguished in the reversion immediately expectant thereon In favour of the Lessor and the Lessee's Interest thereon shall revert back to the Lessor so that the Lessor shall hereafter hold the said land and a structure thereon described In the Schedule hereunder written as full owner and free from the said lease and from all liability, claims or demands in respect of all breaches, if any, of the covenants contained In the said lease or otherwise arising thereunder And the Lessee hereby covenants with the Lessor that the Lessee has not done any act, deed or thing whereby or by means whereof he is in any way prevented from surrendering the said land with the structure thereon to the Lessor in manner aforesaid.

IN WITNESS WHEREOF the Lessee has put his hand the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

Signed and delivered
by the with in name lessee Mr. A In the presence of