

THIS **DEED OF SURRENDER OF TENANCY** made at _____ on this _____ day of _____ 2018

BETWEEN

M/s Anand Silk Mills, a proprietorship firm, having its office at _____, through its sole proprietor Mr. Sunil Omprakash Anand residing at _____, Income Tax PAN: AIDPA3330J, 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

Mr. Pradeep Dharampal Mehra, Indian Inhabitant, residing at 5-D Prem Kutir, 177 Marine Drive Mumbai – 400 020 Maharashtra, hereinafter referred to as the **“Landlord”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors and administrators); **OF THE OTHER PART**

WHEREAS:

- A. One Mrs. Kailashvati Dharampal Mehra, residing at 5-D Prem Kutir, 177 Marine Drive Mumbai – 400 020 hereinafter referred to as the **“Original Landlord”**, was the absolute owner of, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all those piece and parcel of land or ground hereditaments and premises admeasuring in an aggregate an area of 6558.00 sq. yds or thereabouts equivalent to 5483.35 sq. mtrs. or thereabouts bearing Survey No. 15 H. No. 9 to 13 (part) , Survey No. 52 H. No. 17 (part) and City Survey Nos. 691(Part), 691/1 to 691/3, and 691/5 to 691/11 of Village Mohilli, situate lying and being at Saki Naka, Andheri Kurla Road, Mumbai 400 072 hereinafter referred to as **“said Property”**.

- B. By an Articles of Agreement, dated November 8, 1973 (hereinafter referred to as said “**1973 Agreement**”), the Original Landlord agreed to grant to Vijay Synthetic Prints Private Limited having its office at Mehra Industrial Compound, Andheri Kurla Road, Saki Naka, Mumbai, Maharashtra 400072 (hereinafter referred to as “**VSPL**”), lease for 98 years at monthly tenancy basis together with the permission to develop and construct on the said Property at VSPL’s own cost.
- C. In pursuance of the said 1973 Agreement, VSPL took possession of the said Property and constructed certain buildings and structures thereon, including the premises being Shed admeasuring 1200 sq. ft. (approx.) and 2 (two) adjoining rooms admeasuring 200 sq. ft. (approx.), total admeasuring 1400 square feet carpet area or thereabouts, on the ground floor of the building M-3 Structure Part, in Mehra Industrial Compound situate at Andheri Kurla Road, Saki Naka, Mumbai 400072 (hereinafter referred to as the “**said Premises**”) more particularly described in the Schedule hereunder written and outlined in the plan annexed hereto.
- D. Thereafter by way of a Deed of Surrender dated June 29, 1995 executed between VSPL and Original Landlord, VSPL vacated possession and surrendered the leasehold rights in the said Property (including the said Premises) to the Original Landlord on an ‘*as is where is*’ basis subject to the subsisting tenancies.
- E. The Original Landlord passed away on or about the January 25, 2001 and has left behind her Will, duly executed at Mumbai, on June 29, 1995 and the Codicil to the Will duly executed at Mumbai, on July 11, 2000 (hereinafter referred to as said “**Will**”). By way of the said Will, the Original Landlord devised and bequeathed absolutely to her son Mr. Pradeep Dharampal Mehra, the Landlord herein *inter alia* the said Property, including the said Premises.
- F. In pursuance to the above the Landlord herein is the absolute owner of, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises.

- G. One, M/s Anand Silk Mills, a partnership firm, was the tenant and occupant, hereinafter referred to as the “**Original Tenant**”, of the said Premises since on or about April 1, 1975 and paying rent of Rs. _____ per month to the Landlord.
- H. Vide its letter dated November 09, 2016 the Original Tenant requested the Landlord for the transfer of its tenancy rights to the Tenant.
- I. In view of the aforesaid request, the Landlord, vide his letter dated November 11, 2016 gave his consent to transfer the tenancy right in respect of the said Premises, subject to abiding by the rules, regulations and guidelines thereof and the payment of the rent amount and other dues that are or may become payable in respect of the said Premises. The Original Tenant and the Tenant acknowledged the said consent letter issued by the Landlord, thereby consenting to the terms of the transfer of tenancy rights in respect of the said Premises.
- J. Accordingly, the Tenant is the lawful tenant in respect of the said Premises and the rent receipt in respect of the said Premises as on date stands in the name of the Tenant;
- K. The Tenant has agreed to surrender its tenancy and occupancy rights in respect of the said Premises 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. In consideration of a total sum of Rs. _____/- (Rupees _____ only), the Tenant hereby surrenders to the Landlord, all its tenancy and occupancy rights, title and interest in the said Premises, being Shed admeasuring 1200 sq. ft. or thereabouts and 2 (two) adjoining rooms admeasuring 200 sq. ft., total admeasuring 1400 square feet carpet area or thereabouts, on the ground floor of building known as M-3 Structure Part in the said “Mehra Industrial Compound” at Andheri Kurla Road, Saki Naka, Mumbai 400072 and which is more particularly described in the Schedule hereunder written and outlined in the plan annexed

hereto AND all rights, title and interest of any nature whatsoever, in the said Premises TOGETHER WITH all and singular house, out-houses, edifices, buildings, courts, yards, areas compounds, sewers, ditches, fences trees, drains, ways, paths, passages, common gullies, wells, waters, watercourses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said Premises or any part thereof belonging on in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof to belong or be appurtenant there to AND also together with all the deeds, documents, writings, vouchers and other evidences of title, relating to the said Premises hereditaments and premises or any part thereof held by the Tenant AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever, at law and in equity of the Tenant into out of or upon the said Premises or any part thereof TO HAVE AND TO HOLD all and singular the said Premises hereby granted, released, and assured and intended or expressed so to be with it and every of its rights, members and appurtenances unto and to the use and benefit of the Landlord AND the Tenant doth hereby covenant with the Landlord that notwithstanding any act, deed, matter or thing whatsoever done by the Tenant or by any person or persons lawfully or equitably claiming by, from, through under or in trust for them made, done committed, omitted or willingly suffered to the contrary, it has full right and absolute authority to execute these presents, the hereinbefore recited tenancy is now good, valid, subsisting and effectual in the law in respect of the said Premises, hereby surrendered or expressly so to be and have not been forfeited or surrendered or become void, or voidable and that notwithstanding any such act, deed, matters or a thing, the Tenant now has in itself a good right, full power and absolute authority to surrender, grant, transfer, release and assure the said Premises hereby surrendered, granted, assigned, released, transferred or assured or intended so to be unto and to the use of the Landlord in the manner aforesaid AND the Tenant does hereby confirm and record that on execution hereof the Tenant has put the Landlord in lawful possession of the said Premises AND the Landlord shall and may at all times hereafter AND that it shall be lawful for the Landlord from time to time peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said Premises hereby surrendered with its appurtenances and receive

rents and profits thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Tenant or from any person(s) lawfully or equitably claiming or to claim by, from under or in trust for the Tenant and the surrender and transfer is free from all encumbrances whatsoever made occasioned or suffered by the Tenant or by any person(s) lawfully or equitably claiming as aforesaid AND that free and clear freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Tenant well and sufficiently saved, defend, kept harmless and indemnified of from, against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by the Tenant or by any other person(s) lawfully or equitably claiming or to claim by, from, under or in trust for it or any of them AND FURTHER that the Tenant and all persons having lawfully or equitably claiming any estate right title or interest at law or in equity in the said Premises hereby surrendered or any part thereof by from under or in trust or any of them, shall and will from time to time, do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters and assurances in the law whatsoever for the better, further and more perfectly surrendering, granting and assuring the said Premises and every part thereof hereby surrendered unto and to the use of the Landlord in manner aforesaid as shall or may be reasonably required by the Landlord, its successor/s or assigns or its counsel in law shall be reasonably required.

2. The consideration of Rs. _____/- (Rupees _____ only) shall be payable by the Landlord to the Tenant as under:
 - a. Simultaneously upon execution hereof, adjustment of arrears of rent since June 2013 till date payable by the Tenant to the Landlord - Rs. 7,70,000/- (Rupees Seven Lakhs Seventy Thousand only);
 - b. Simultaneously upon execution hereof, vide Cheque/ Pay Order/ RTGS no. _____ dated _____ drawn on _____ Bank, the receipt whereof the Tenant hereby accepts and acknowledges - Rs. 5,00,000/- (Rupees Five Lakhs only);
 - c. Within 120 (One Hundred Twenty) months from the date of execution hereof - Rs. _____/- (Rupees _____ only).

3. The Tenant has upon execution hereof handed over quiet, vacant and peaceful possession of the said Premises to the Landlord. Henceforth, the Tenant shall have no right, title, interest and/or claim of whatsoever nature in the said Premises and the Landlord shall be fully entitled to deal with the said Premises in the manner it desires without any objection of whatsoever nature from the Tenant.
4. For the purpose of payment of the sum of Rs. _____/- (Rupees _____ only) to the Tenant, the Landlord shall endeavor to give the said Premises by way of lease/ leave & license to a third party and the Landlord agrees to give 50% of the rent/ license fees/ compensation received from the said Premises on a monthly basis to the Tenant towards payment of said amount.
5. The Tenant has represented and assured the Landlord that it has not created any kind of third party rights in respect of the said Premises. The Tenant further states that its' in no manner directly and/or indirectly prevented from entering into this Deed and/or surrendering tenancy rights of the said Premises to the Landlord.
6. The stamp duty and registration charges, if any, in respect of this Deed shall be borne by the Tenant and Landlord equally.

SCHEDULE

Shed admeasuring 1200 sq. ft. and 2 (two) adjoining rooms admeasuring 200 sq. ft., total admeasuring 1400 square feet carpet area or thereabouts, on the Ground Floor of the building M-3 Structure Part in the "Mehra Industrial Compound" situated at Andheri Kurla Road, Saki Naka, Mumbai 400072 lying, being and situated on land bearing Survey No. 15 H. No. 9 to 13 (part) , Survey No. 52 H. No. 17 (part) and City Survey Nos. 691(Part), 691/1 to 691/3, and 691/5 to 691/11 of Village Mohilli, situate lying and being at Saki Naka, Andheri Kurla Road, Mumbai 400 072

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

SIGNED AND DELIVERED by the within named	<i>Signature</i>	<i>Photograph</i>	<i>Left Thumb Impression</i>
TENANT: M/s Anand Silk Mills through its Sole Proprietor Mr. _____			
LANDLORD: Mr. Pradeep Dharampal Mehra			
In the presence of:			
Witness 1:			
Witness 2:			