

20 Rs.



THIS DEED OF SURRENDER made this 28th day of August Two thousand and One BETWEEN M.G.R. IRON & STEEL WORKS (P) LTD., a Private Company with limited liability incorporated under the Companies Act, 1956, having its Registered Office at 4/1, Kundan Lane, Liluah, Howrah hereinafter referred to as the "TENANT" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the ONE PART AND MANGILAL ESTATE (P) LTD., a Private Company with limited liability incorporated under the Companies Act, 1956 having its Registered Office then at P-16, Kalakar Street in the City of Calcutta now at P-564, 8 A Express Tower, 42 A Shalimar Sarani, Lake Road in the City of Calcutta, hereinafter referred to as the "LANDLORD" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the OTHER PART.

M
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62571

27 AUG 2001

To: _____ Date: _____
Old To: Mukherjee & Biswas (Adv)
Add: 10, P. O. St., Cal.
By: _____

**L. S. VENDOR
HIGH COURT CAL.**

WHEREAS M.G.R. IRON & STEEL WORKS (P) LTD., having its Registered Office at _____ is a tenant under MANGILAL ESTATE (P) LTD., having its Registered Office at P-564, Lake Road in the City of Calcutta, in respect of entire premises No. 110F, B.T. Road in Panihati Municipality, fully described in the SCHEDULE hereunder written (hereinafter referred to as the "said property") upon payment of rent and on the terms and conditions as mutually agreed by and between the parties hereto :

AND WHEREAS such tenancy is in full force and virtue and all rents and conditions on the part of the Tenant to be paid, observed and performed by the Tenant have been duly paid, observed and performed upto the date of these presents :

AND WHEREAS the Tenant was at all material times and is presently in possession of the said property since inception of tenancy :

AND WHEREAS for bonafide reason and consideration the Tenant having desired to be relieved from any further payment of rent and performance of the terms and conditions approached the Landlord for a surrender of the said tenancy and delivery of possession of the said property :

AND WHEREAS the Landlord has agreed to accept from the Tenant a surrender of tenancy of the said property :

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of a sum of Rs. 4,67,400/- (Rupees four lakhs sixty-seven thousand and four hundred) only being the token consideration paid by the Landlord to the Tenant, as and by way

of compensation the Tenant as beneficial user of the said property do hereby give up and relinquish all its tenancy right and interest in and surrender and deliver possession to the Landlord of the said property TO HOLD the same as before commencement of such tenancy by the Landlord to the intent and object that the said tenancy shall stand determined to all intents and purposes and all other rights and interest of the Tenant in the said property under or by virtue of the said tenancy shall stand extinguished with immediate effect as if the said tenancy was never granted nor intended.

AND THIS DEED FURTHERMORE WITNESSETH that in consideration of surrender of tenancy which is accepted by the Landlord, the Landlord do hereby release and discharge the Tenant from all claims, demands and liabilities on account of future rent and/or arising out of performance or non-performance of the agreed terms, conditions and covenants.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of Rayoti Stithiban land containing an area of 1.24 acres equivalent to 3 bighas and 15 cottahs be the same a little more or less according to settlement record of rights but according to the measurement made by the Commissioner of Partition in Suit No. 236 of 1925 an area of 3 bighas, 17 cottahs and 8 chittacks be the same a little more or less TOGETHER WITH structures, godowns and appurtenances thereunto belonging situate lying at and being Holding No. Formerly 471 thereafter No. 501, Agarpara Road and now being known and numbered as 110F, B.T. Road in Panihati Municipality in Mouza - Agarpara, Police Station - Khardah, Sub-Registration Office - Barrackpore in the District of 24-parganas (North) and butted and bounded in the manner following :

On the North -

By Ram Swarup Utpadak

On the South By Agarpara Station Road
 On the East By Prokas Forging Pvt. Ltd.
 On the West By B. T. Road.
 OR HOWSOEVER OTHERWISE

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED & DELIVERED for and
 On behalf of M.G.R. IRON & STEEL WORKS
 (P) LTD. by Mr. S. K. Rungta And
 Mr. at Calcutta in the
 Presence of :

R.K. Rungta
 4/1 Kundum Lane,
 Aliah, Howrah
 HP. Sakunia
 9, Crooked Lane,
 Calcutta - 69

21/1/71
 Director

THE COMMON SEAL of MANGILAL ESTATE
 (P) LTD., hath hereunto been affixed pursuant to a
 resolution passed by the Board of Directors in its
 meeting dated 4th day of July 2001 by
 Mr. N. L. Rungta and Mr.
 Who have signed these presence in the presence of :

R.K. Rungta
 HP. Sakunia

For MANGILAL ESTATES PVT. LTD.
 N. L. Rungta
 Director

DATED THIS DAY OF 2001

BETWEEN

M.G.R. IRON & STEEL WORKS (P) LTD

AND

MANGILAL ESTATE (P) LTD.

DEED OF SURRENDER

MUKHERJEE & BISWAS
ADVOCATES
10, OLD POST OFFICE STREET,
CALCUTTA - 700 001