DEED OF RELESASE (WITHOUT CONSIDERATION)

THIS DEED OF RELEASE/RECONVENCE Made, Entered & Executed at ……., Gujarat on This ……., in the year Vikram Samvant…….. Corresponding to …….. the …… Day of ……., 201 .

BETWEEN

RELEASER: Party of the First Part:

(1) ……., aged ……., Occupation: ……., Address at: ……. Hereinafter referred to as "The Releaser" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part.

AND

RELEASEE: Party of the Second Part:

(1) ……., aged ……., Occupation: ……., Address at: ……,
Hereinafter called "The Releasee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrator and assigns) of the Second Part.

The releaser does hereby covenant with the purchaser that anything here before done or suffered to be done to the controversy, the releaser has good and perfect right title and authority to convey the said property together with all common rigths,privileges and appurtenances hereby sold conveyed and transferred to the releasee in the contemplated and agree that the releaser has not done or knowingly suffered any act,deed or` thing whereby the said property is encumbered, affected or impeached in state title or otherwise.

the releaser has at all material hereto for and now have good rights,full power, absolute authority and indefeasible title to grant, sell convey, transfer, sold conveyed and transferred of expressed or intended so to be up to and to the use of release in the aforesaid.

and the releaser hereby declare and convent with releasee that are no encumbrances, charges, trust, lien , attachment, claims or demands whatsoever not subsisting on the said property and that the same is not the subject matter of any suit or litigation or proceeding and has not offered as security or otherwise to any court or revenue authority. the releaser hereby declare and assures that it has not on or before the date of this deed of sale, sold , mortgaged, transferred , assigned or in any other manner encumbered or alienated at ether said premises or any part thereof and it is not subject to lie pendent or attachment either before or after judgment and that no notice from government or any other local body authority including any notice from government or any other local b0dy authority including any notice foe acquisition or requisition of the said property/premises has been received by or served upon it, and there is no right of maintenance and is full untitled and empowered to dispose of the same. the vendor hereby assures and confirms that the releaser is duty bound to close up any lien, charges, claims, liabilities, acquisition, injection, attachment of any court of law or officer legal disputes, difference, prior the sale deed, decrees and any other flaws or deficiency in the extent, description or other particulars of the said property that may arise hereafter.

Type of Deed	Village name	Survey No.	T.P.scheme no	F.P.No	Flat No	Admeasuring sq.mtrr

and that the releaser does hereby covenant with the releasee that the releasee shall and may at all times hereafter peacefully possess and enjoy the said property and every part thereof and receive the rent issued and profits thereof and receive the rent issued and profits threof and without any lawful eviction, interruption, claim, demand, whatsoever from or by the releaser or any person or persons lawfully or equitably claiming from under or in trust for them or from rounder any of their producers in title.

the releasee shall have full and absolute rights such as the seller derived title in respect of the premises described in schedule.

The releaser hereby declare and assure that all the taxes, land revenue, urban land tax and other rates payable in respect of the said property up to the date of this present have been fully paid by the releaser and does hereby covenant with purchaser that if any remain unpaid the releaser shall discharge the same from and out of their funds and does hereby agree to reimburse the releaser if he pays such taxes, land revenue, urban land tax or other rates.

and the releaser declare and assure that all the bills of electricity in respect of the said property up to the date of these present gave been fully paid by the releaser and does hereby convent with releasee that if any remain unpaid the releaser shall discharge the same from and out of their funds and does hereby agree to reimburse the releasee if he pays such bill/s.

and the releaser doth hereby and declare that they shall assist the purchaser in mutating the said property in its name in the records of rights or city survey or in civil authority or any other statutory authority and shall assist and shall do anything which may be necessary in this regards.

and the releaser doth hereby covenant and declare to give up the rights to the releasee is absolutely unencumbered and further that releaser and all its administrators, assigns, transferees, executors, heirs and successors and survivors as the case may be shall at the times hereafter indemnify and keep indemnified the releases its successors, assigns, transferees, against loss, damages, costs, charger and expenses if any suffered by reason of any defect in the title of the releaser or may branch of covenants herein under contained.

and the releaser does hereby covenant with the releasee that releaser shall at all times do and execute at the expense of the purchaser all such further acts, deed and assurances as may be reasonably required by the releasee for better or further effecting and assuring the conveyance hereby made or the title of the purchaser to the property hereby sold and conveyed.

the entire expenses for this indenture and registration the same such as stamp duty, registration fees, legal fees and other miscellaneous expenses have and shall be born and paid by the releasee.

the releaser hereby delivers to the releasee all deeds, evidence and writing now in his possession and custody relating to the title of the releeaser to the property hereby demised.

this deed is executed on stamp paper as the rate stamp duty act still however the party of the first part will be held liable for the further liability regarding stamp duty.

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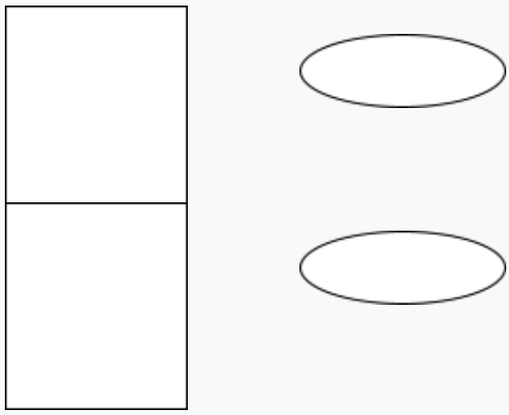
DESCRIPTION OF THE PROPERTY SCHEDULE –

All that Piece & Parcel of Immovable Property Flat No…… On the ……. Floor admeasuring …….. sq. feet i.e. ……. sq. mts.., along with undivided share in the land of "……", situate at Revenue Survey No. ……., Town Planning Scheme No. ……., Final Plot No. ……..., sub-plot No. ……. Totally admeasuring …… sq. meters, Of Moje ……. City of ……...

On or towards North by:
On or towards South by:
On or towards East by:
On or towards West by:

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INWITNESS Whereof the Release hereunto set subscribed their respective hands and seal at……on the day and month year first herein above mentioned.
SIGNED AND DELIVERED
By the within named “Releaser” through its



……

By the within named “Releasee” through its

……

Witness:
1…….
2…….

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"PROPERTY PHOTOGRAPH"

Postal address of Property:

By the within named “Releaser” through its

……
By the within named “Releasee” through its

……

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Release Deed No……..Dt……
Schedule
List According to Sub Sec:3 of Sec 34 Registration Act 1908

Sr.No	Question	Ans(Yes Or No)
1	As mentioned in the article ..... (Name of the village of Revenue) Village ..... (Survey No / Block No / TP No / FP No, etc.) Farming / Non-farming property ..... Are you Releasing today your the said of property?	
2	According to Deed the share of…….Of second part this is going to release deed?	
3	If the Second part Get any money for this Release deed?	
4	Are you consider that you have read all the details by your self & do your sign or thumb impression to agree for this deed?	
5	Is there giver of attorney present on the date of making this deed?	

6	Is there signature & thumb impression done by the giver of the power in attorney?	
7	Is the deed of the power of attorney maintainable on the date of this deed?	
8	Have you bring persons that know you for giving witness in this deed?	
Questions for witnesses:		
1	Are you personally know the person who is make this release deed?	
2	The name in release deed and the person who is consider this deed is same?	
3	Are you assuring that no one make false deed by receiving false name by this?	

Signature of the Releaser of this deed signature of the witness

……..
……..

……

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