**Deed of Release of Share in Immovable Property**

THIS DEED OF RELEASE made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this day of \_\_\_\_\_\_\_\_\_\_\_ in the Christian Year Two Thousand \_\_\_\_\_\_ BETWEEN **ABC** of \_\_\_\_\_\_\_\_\_\_, Indian Inhabitant, having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “**THE RELEASER** ” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **ONE PART**; and **XYZ** also of \_\_\_\_\_\_\_\_, Indian Inhabitant, having address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “**THE RELEASE**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and Assigns) of the **OTHER PART**;

WHEREAS:

(a) The Releaser and the Release are the co-owners and tenants in common of the property more particularly described in the **Schedule** hereunder written respectively (hereinafter referred to as “**the said property**”).

(b) The parties hereto are brothers and the said property
was inherited by them from their father Late
Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(c) The Releaser is well established in life and not interested in the said property and therefore desires to renounce and release his undivided share, right, title and interest in the said property without consideration in favour of the Release and the Release has agreed to accept the said Release.

1. NOW THIS INDENTURE WITNESSETH that in consideration of the premises, the Releaser doth hereby renounce and release his undivided share, right, title and interest in the said property more particularly described in the **Schedule** hereunder written and all the rights, liberties, privileges pertaining thereto in favour of the Release absolutely to the intent and purposes that the Releaser ’s share in the said property shall hereafter belong absolutely to the Release to the exclusion of the Releaser and all persons claiming under him.

2. AND the Releaser doth hereby covenant with the Release that he has not done any acts, deeds or things, whereby or by means whereof he is prevented from releasing his share in the said property in the manner aforesaid and the Releaser doth hereby also expressly releases the Release from all the demands, proceeding, claims, costs and expenses in respect of the said property.

3. The Releaser further agrees and convenants with the Release that he shall and will from time to time and at all times hereinafter at the reasonable request and cost of the Release do execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things in law whatsoever for better further and more perfectly and absolutely granting unto and to the use of the Release in the manner aforesaid as shall or may be reasonably required by the Release his heirs, executors, administrator or assigns or his Counsel in law for assuring the said property and every part thereof hereby released unto and to the exclusive and permanent use of Release in the manner aforesaid.

4. It is agreed and recorded that henceforth the said property shall be the exclusive ownership of the Release.

**THE SCHEDULE ABOVE REFERRED TO:**

(Give detailed description of the subject property)

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands on the day and the year first hereinabove written.

SIGNED AND DELIVERED by the )

Within named “RELEASER ” ABC )

in the presence of ......... )

SIGNED AND DELIVERED by the )

Within named “RELEASE” )

XYZ in the presence of ......... )

**NOTE**

(a) Suitable changes in the above document depending on the facts and circumstances of each transaction may be made.

(b) Ensure that the instrument has essential ingredients of a Release to fall under Article 52 of Schedule I of The Bombay Stamp Act, 1958 least it may be construed under Explanation below Section 2(g) of the Act.

 [Refer: 2001(2) Bom C.R. 629 (DB)].