SAMPLE FAMILY RELEASE DEED

(Release of Undivided Share in Immovable Property Without Consideration)

IMPORTANT: *This is a generic specimen for website educational purposes. Replace all bracketed fields, verify title and succession, and obtain state-specific stamp-duty and registration advice before execution.*

THIS DEED OF RELEASE is made and executed at **[Place]** on this **[day]** day of **[month, year]**.

BY AND BETWEEN

[FULL NAME OF RELEASEE], aged about [age] years, occupation [occupation], residing at [full residential address], hereinafter referred to as the **"RELEASEE"** (which expression shall, unless repugnant to the context or meaning thereof, include the Releasee's heirs, legal representatives, executors, administrators and permitted assigns);

AND

(1) [FULL NAME OF RELEASOR NO. 1], aged about [age] years, occupation [occupation], residing at [full residential address]; and **(2) [FULL NAME OF RELEASOR NO. 2]**, aged about [age] years, occupation [occupation], residing at [full residential address], hereinafter collectively referred to as the **"RELEASORS"** (which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, legal representatives, executors and administrators).

WHEREAS:

A. The immovable property more particularly described in the Schedule written hereunder (hereinafter referred to as the "said Property") was acquired under a registered instrument dated [date] and registered with the office of the Sub-Registrar of Assurances at [place] under Document No. [document number/year].

B. The said Property is situated at [flat/unit number, floor, building/society name, plot number, village/city, taluka, district, State and PIN code], together with the rights appurtenant thereto, subject to the terms of the relevant conveyance, society records and applicable law.

C. The original purchaser(s)/holder(s) of the said Property were [name(s) or description of original holder(s)]. Following the death of [deceased holder, if applicable] on [date], the devolution of that holder's interest is stated to have taken place in favour of [names/relationship of legal heirs], subject to verification of the applicable personal law, any Will, other testamentary instrument, nomination, prior transfer and the complete set of legal heirs.

D. The Releasee and the Releasors are related to one another as [state relationship]. The parties state that the Releasee has an existing interest in the said Property and that the Releasors hold such right, title, share or interest in the said Property as is legally established by the title documents and succession records.

E. The parties intend that the Releasors shall release and relinquish in favour of the Releasee all their respective right, title, share and interest, if any, in the said Property, to the extent legally held by them, without monetary consideration and out of natural love and affection, subject to applicable law.

F. The parties state that this Deed is intended to record a release of existing rights and is not intended to create a transaction inconsistent with the true nature of the parties' title or with any mandatory legal requirement.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Release and relinquishment

In consideration of natural love and affection and without payment of any monetary consideration, each Releasor hereby releases, relinquishes and forever gives up in favour of the Releasee all such right, title, share, claim and interest as that Releasor lawfully holds in the said Property, including any undivided share and all rights incidental or appurtenant thereto, to the extent transferable by this Deed and permitted by law.

2. Vesting in the Releasee

Subject to due execution, stamping, registration and applicable law, the interest validly released under this Deed shall belong to the Releasee, to be held and enjoyed by the Releasee as the absolute holder thereof, together with the rights and benefits attached to that interest. This clause shall not enlarge the Releasors' title beyond the interest actually held by them.

3. No monetary consideration

The parties confirm that no sale price or other monetary consideration is payable by the Releasee to the Releasors under this Deed. The release is stated to be voluntary and made out of natural love and affection. The parties shall not describe the transaction as being without consideration if the actual facts or any payment made are otherwise.

4. Representations of the Releasors

Each Releasor represents, to the best of their knowledge and subject to the title records, that: (a) the Releasor has not previously transferred or released the same interest in favour of any other person; (b) the Releasor has not knowingly created any charge or encumbrance over the interest being released, except as disclosed in writing; and (c) the Releasor has capacity and authority to execute this Deed. Any existing mortgage, charge, litigation, attachment, agreement or third-party right must be specifically disclosed and dealt with before execution.

5. Voluntary execution

Each party confirms that this Deed is executed voluntarily, with full understanding of its nature and legal effect, without coercion, undue influence, fraud, misrepresentation or compulsion.

6. Further acts and cooperation

The Releasors shall, upon reasonable request and at the Releasee's cost, sign and provide such further lawful documents and applications as may reasonably be required to give effect to the release and to update the relevant records of the co-operative housing society, local authority, land/revenue authority or other competent authority, subject to their respective rules and requirements.

7. Society and public records

The parties may submit a duly stamped and registered copy of this Deed, together with supporting documents, to the concerned co-operative housing society and other competent authorities for recording the lawful change in the relevant records. Such entry or mutation shall be subject to verification and shall not by itself cure a defect in title.

8. Possession and enjoyment

The parties shall record the actual possession position here: [state whether possession is already with the Releasee, whether joint possession continues, or whether any part of possession is being delivered]. Nothing in this clause shall be read as a statement that physical possession has been delivered unless that is factually correct.

9. Taxes, outgoings and liabilities

Responsibility for property taxes, society dues, utility charges, maintenance and other outgoings shall be as follows: [insert agreed arrangement and effective date]. Any pre-existing dues or liabilities should be disclosed and allocated expressly between the parties.

10. Stamp duty, registration and expenses

The parties shall bear stamp duty, registration fees and incidental expenses as follows: [insert agreed allocation]. The instrument shall be assessed and stamped in accordance with the applicable stamp law and the relevant article/schedule in force in the State where the property is situated. The parties shall not rely on this specimen as a determination of the duty payable.

11. Binding effect

Subject to applicable law, this Deed shall bind the parties and their respective heirs, legal representatives, executors and administrators and shall benefit the Releasee and the Releasee's lawful successors.

12. Entire understanding and disclosure

This Deed records the parties' understanding regarding the release described herein. All material facts affecting title, succession, encumbrances, pending proceedings, restrictions on transfer and any consent or permission required by law must be fully disclosed and complied with. No clause shall override a statutory restriction or the rights of a person who is not a party to this Deed.

13. Governing law and jurisdiction

This Deed shall be governed by the laws applicable to the said Property. Subject to mandatory rules of jurisdiction, disputes arising from this Deed shall be brought before the competent court or authority having jurisdiction.

SCHEDULE OF THE PROPERTY

All that piece and parcel of the immovable property being [Flat/Unit No. ___], admeasuring approximately [area and unit], situated on the [floor] of [building name], forming part of [co-operative housing society/condominium name], constructed on/standing on Plot No. [___], at [village/locality], [city], Taluka [___], District [___], State [___], PIN [___], together with the proportionate undivided interest, if any, in the land and common areas, easements, appurtenances and society rights legally attached thereto, and more particularly described in the registered title document bearing Document No. [___] dated [___] registered at [Sub-Registrar office].

Boundaries (if applicable): East: [___]; West: [___]; North: [___]; South: [___].

IN WITNESS WHEREOF

The parties hereto have signed this Deed on the date and at the place first written above, after reading and understanding its contents.

RELEASEE Signature: _____ Name: [Full name]	**RELEASOR NO. 1** Signature: _____ Name: [Full name]
RELEASOR NO. 2 Signature: _____ Name: [Full name]	**RELEASOR NO. 3 (if any)** Signature: _____ Name: [Full name]

WITNESSES

1. Signature: _____ Name: [Full name] Address: [Full address]	2. Signature: _____ Name: [Full name] Address: [Full address]

PRE-EXECUTION CHECKLIST — REMOVE THIS PAGE/SECTION BEFORE USING AS A SIGNABLE INSTRUMENT

■ Confirm the complete chain of title from the registered title deed and property card/record of rights, as applicable.

■ Confirm the deceased owner's succession, the complete list of legal heirs, any Will, probate/letters of administration if applicable, and the actual share each party holds.

■ Confirm whether a release deed is the correct legal instrument for the transaction and relationship; do not use it to disguise a sale, gift or other transaction.

■ Check restrictions in the title, society bye-laws, lease terms, MIDC/lessor conditions, mortgage/charge documents, and obtain any required consent or permission.

■ Obtain current state-specific stamp-duty adjudication/assessment where appropriate and verify registration fees and registration procedure with the relevant Sub-Registrar.

■ Use the correct property description, area, survey/plot details, registration document particulars and boundaries from certified records.

■ Ensure all parties understand the effect of releasing their rights and have the required capacity and independent advice where necessary.

■ Do not insert Aadhaar, PAN or other sensitive identity numbers into a publicly downloadable sample. For execution, provide identification only as required by the competent authority and handle it securely.

Website sample prepared for general information by AdvocateDraft.com. This is not a title opinion, legal advice for a particular transaction, stamp-duty calculation, or a substitute for professional review of the actual documents and applicable law.