

DEED OF RELEASE

(Registration in Sub.Registar's office on stamp paper of Rs.200/-)

THE DEED OF Release is made and entered into at Mumbai on this _____ th day of MARCH, 201_____

BETWEEN

- SHRI _____ AND (2) SHRI. _____
both are residing at _____

hereinafter referred to as the "RELEASOR" (Which expression shall unless it is repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART.

A N D

SMT. / SHRI. _____ residing at _____

hereinafter referred to as the "RELEASEE" (Which expression shall unless it is repugnant to the context or meaning thereof shall mean and include here respective heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS our father Late SHRI. _____ was employed since _____ to _____ with M/S _____ MILL, MUMBAI in its _____ DEPARTMENT, ON TICKET NO. _____ HOLDING PROVIDENT FUND NO. _____

Whereas he was duly entitled and offered for allotment of Tenement under the MHADA MILL WORKERS HOUSING SCHEME in his life time died ON _____ at _____

leaving behind him only ourselves and the above named transferee as his only heirs and legal representatives to his estate including the to be allotted Tenement, and

WHEREAS the above named transferee have applied and submitted the information along with all required documents vide application no. _____ for allotment of Tenement under the MHADA MILL WORKERS HOUSING SCHEME. WHEREAS transferee have been offered allotment of a TENEMENT bearing no. _____ (in short referred to as SAID TENEMENT) under the MHADA MILL WORKERS

HOUSING SCHEME at _____ under the Boards letter No.
_____. DATED _____.

WHEREAS transferor have already executed separate CONSENT AFFIDAVIT and given their free and full consent and no objection to get allot the said tenement in the name of above named transferee.

WHEREAS as the said tenement has allotted in the name of above named transferee and hence only with view to avoid legal complication, which will arise in future due to allotment of said tenement, the transferors herein, being heirs SHRI. _____ Decided to release/RELINQUISH his/her/their claim and right in the said tenement in favour of transferee herein.

WHEREAS as the transferor now decided to surrender their Claim and right towards said premises to the transferee without any consideration and without any due force of whatsoever nature upon them.

WHEREAS the transferor (being heirs of Late _____) are agreed to surrender / relinquish their Claim and right of the said tenement to the abovenamed transferee alongwith their interest, and all benefits attach thereof.

NOW THIS DEED RELINQUISHMENT THEREFORE WITNESSETH AS FOLLOWS :

- The transferor has agreed to surrender and Release and relinquish their (being heirs of Late _____) share of the said tenement in favour of transferee. on their own accord and without any due force of whatsoever nature upon them.
- The transferor undertake to sign and execute all such documents / deeds / writing including the transfer forms, applications and other requisite forms, papers and deed and writings as may be necessary or expedient and require by the said society (PROPOSE) or in law for more effectively assigning and transferring the said premises with full benefits and advantages connected herewith in favour of the transferee.
- The transferor doth hereby agree and confirm that there is no outstanding claim and / or dispute with regard to their share of the said tenement of the said society nor with any other authorities or any other person or persons or body and if there is any such outstanding claims and / or dispute or demand till now.

- The transferor do hereby declare and assured that they shall not entered into any other agreement, contract writing for sale with any person or persons or any party or body corporate in respect of the said tenement, nor have they did any other act, deed, matter or thing or commission nor have create any liability nor have the encumbered or charges on shares, title, right and interest of whatsoever nature in respect of their share of the said tenement or any part thereof, the said transferor, have full right and absolute authority in law to effect there present, in respect of their share, in favour of the transferee.
- The transferor hereby declare that the transferee is real legal sole owner in respect of the said tenement and Release and relinquish can deal with the said tenement as per her wish.
- The transferee shall be bound to abide by the rules and regulations and bye - laws of the propose housing society as approved by the Registrar of Co-operative Societies as well as all decisions taken by the Board of directors or majority of the members of the said society.
- The stamp duty and registration charges and transfer fees of said propose society payable on this relinquishment according to law governed such agreement shall be born and paid by the transferee only. The said premises is admeasuring ---sq.ft.carpet area having therein necessary amenities viz. water connection and electric connection etc. for the purpose of payment of stamp duty.
- The transferor agree and admit that they themselves or anybody on their behalf will have NO OBJECTION OF whatsoever to transfer their Claim and rights, in respect of the said premises in the name of the transferee. The transfer or hereby agree and admit that they have relinquished all their Claim and rights in favour of the transferee along with their heirs, executors, administrators, on execution of this surrender deed.

IN WITNESS WHEREOF the parties hereto herein to set and subscribed their respective hands seals to this writing on the day and year first hereinabove written.

