**RELEASE OF PROPERTY FROM CHARGE OF MAINTENANCE UNDER A WILL**

This Agreement is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’) at \_\_\_\_\_\_\_ (Place).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_(“ Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (hereinafter referred to as the “‘Releasor”) of the ONE PART

**AND:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (hereinafter referred to as the “Release”) of the OTHER PART.

**PREAMBLE**

**WHEREAS** the grandfather of the Releasor Shri\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] s/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] .r/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] vide his Will dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]]provided for payment of Rs\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount]] by way of maintenance to each of his two daughters namely Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] w/o\_\_\_\_\_\_\_\_\_\_\_ [[Husband name]] r/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Address]] and Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Name]] w/o \_\_\_\_\_\_\_\_\_\_\_\_ [[Husband name]] r/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Address]] and charged the payments of the said sums upon the property described in the Schedule attached herewith;

**AND WHEREAS** upon the deaths of both the aforesaid daughters namely Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] and Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] the maintenance allowance was inherited by the Releasor on account of the releasor Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] being the daughter of Smt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] and the Releasor Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] being the daughter of Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]];

**AND WHEREAS** upon the Releasee’s anxiety to sell the property described in the Schedule and upon the request of the Releasee the Releasors have agreed to release the said property from their claim of maintenance above noted

**THIS DEED OF RELEASE WITNESSES AS FOLLOWS**:

That in pursuance of the aforesaid agreement the releasors do hereby release and relinquish the property described in the Schedule attached herewith from the charge of maintenance allowance created under the will dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[date]] executed by the said Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Name of the person who has executed will]] and also from any claim which the releasors or any of them may have for the same.

**IN WITNESS WHEREOF** the Releasor has put her hand the day and year first hereinabove written.

By First Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_

By Second Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

**THE SCHEDULE ABOVE REFERRED TO**