

**DEED OF RELEASE (Mortgage)**

THIS DEED OF RELEASE is made at \_\_\_\_\_ on this the \_\_\_\_\_  
day of \_\_\_\_\_ the Month \_\_\_\_\_ Year  
Between

| # | Name | Father Name | Address | Proxy Name | Proxy type |
|---|------|-------------|---------|------------|------------|
|   |      |             |         |            |            |

hereinafter referred to as RELEASOR (which expression shall, unless it is repugnant to the context mean and include his legal representatives and executors.)  
And

| # | Name | Father Name | Address | Proxy Name | Proxy type |
|---|------|-------------|---------|------------|------------|
|   |      |             |         |            |            |

hereinafter referred to as RELEASEE (which expression shall, unless it is repugnant to the context mean and include his legal representatives and executors.)

WHEREAS, the property, more fully described in the schedule I hereto; was mortgaged by the RELEASEE to the RELEASOR as security for the repayment of a debt amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) under a deed of mortgage dated \_\_\_\_\_, registered as document number: \_\_\_\_\_ in the office of the Registrar of Assurances at \_\_\_\_\_.

The RELEASOR has received full and final repayment

of the loan amount of Rs.           /- (Rupees Only) borrowed by the RELEASEE under the aforementioned Deed of Mortgage dated           vide cheque Number           dated           drawn on the           in favour of the RELEASOR.

| # | PropertyType | Khewat No. | Khatoni No. | Khasra No./Property No. | Area |
|---|--------------|------------|-------------|-------------------------|------|
|   |              |            |             |                         |      |

**Structure Details**

| # | Covered area in sq ft | Class of Construction |
|---|-----------------------|-----------------------|
|   |                       |                       |

In return for the payment received in respect of the loan amount, the RELEASOR hereby releases the Schedule I mentioned property duly discharged from the mortgage created under the Deed of Mortgage dated           in favour of the RELEASEE.

NOW THEREFORE IN CONSIDERATION OF MUTUAL AGREEMENT BETWEEN THE PARTIES CONTAINED HEREIN THIS DEED WITNESSETH AS FOLLOWS

In pursuance of the agreement aforementioned, the Releasor does hereby release to and in favour of the Releasee, the Schedule Mentioned Property duly discharged from the mortgage created under the Mortgage Deed, TO HAVE AND TO HOLD the same absolutely and forever, free from all or any encumbrances, claims, demands and attachments thereto.

Any dispute arising under this Deed or any matter incidental thereto shall be submitted to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996.

**SCHEDULE I**

IN WITNESS WHEREOF, the RELEASOR has hereto set {his/her} hand to this deed.

**RELEASOR**

| # | Name | Proxy | Signature |
|---|------|-------|-----------|
|   |      |       |           |

**RELEASEE**

| # | Name | Proxy | Signature |
|---|------|-------|-----------|
|   |      |       |           |

**WITNESS**

|                  | Name | Address | Signature |
|------------------|------|---------|-----------|
| <b>Witness 1</b> |      |         |           |
| <b>Witness 2</b> |      |         |           |