**DEED OF A FAMILY SETTLEMENT BETWEEN**

**RIVAL CLAIMANTS OF AN ESTATE**

**THIS DEED OF FAMILY SETTLEMENT**

is made on the……………..day

of………….Between

AB, CD, EF and GH.

WHEREAS ……………….

Recitals

(1) XY, owner of the property mentioned in Schedules J, K, L, M and N dies on the…………….

(2) AB claims the whole of the said property as the adopted son of XY and the

other parties deny the alleged adoption;

(3) CD claims the whole property as the widow of XY and the other parties deny

that she is his widow and assert that she was XY‟s mistress;

(4) EF claims the whole property as the son of Z, a sister of Xy but the other

parties deny his claim, alleging that EF is not the son of Z but is the son of Z‟s husband

by another wife;

(5) GH claims the whole property as a collateral of XY;

(6) Each of the four parties has obtained possession of a small portion of the

estate of XY and has put in the an application for mutation of his name on the whole of

the estate;

(7) As the prosecution of the mutation cases and of the civil suits which will

necessarily follow, the final decision in the mutation cases will entail heavy expenditure

and is likely to ruin the parties, besides further accentuating the existing disharmony

among them, the parties on the advice of mutual friends and relations and after taking

competent legal advice to ensure amity and goodwill have agreed to settle the dispute

amicably by a family settlement in the following manner.

(8) All the conditions of the proposed family settlement have been fully explained

to CD by her counsel shri……………and CD has in consultation with

Shri…………..fully examined and considered the same and has given her free consent

to them.

TERMS OF SETTLEMENT

Now this Deed Witness and the parties are as follows :

(1) AB, EF and GH shall be absolute owners of the properties mentioned in

Schedules J, K and L respectively;

(2) CD shall be owner of the property mentioned in Schedule M for life and shall

have no right to alienate except with the consent of AB, EF and GH or in the case of

death of either of them, with the consent of the survivor of survivors and of the heirs of

the deceased, and on the death of CD, the property shall devolve upon AB, EF and GH

or their respective heirs in equals shares;

(3) The property mentioned in Schedule N shall be set apart for the upkeep and

other expenses of the temple of…………..at………..which was built by XY deceased

and shall remain in possession of GH in trust for this purpose. GH will apply the whole

of the income of the property after deducting. Government revenue, cesses, taxes and

expenses of collection, on the upkeep of the temple and other necessary expenses in

connection with the temple. After the death of GH, his eldest male heir and after him

his eldest male heir and so on shall be the trustee provided he is able and willing to act

as such trustee.

IN WITNESS WHEREOF the parties have signed on the date first above written

in the presence of following witnesses

Witness

(1)

(2)Signature