**PARTITION BETWEEN THREE HINDU COPARCENERS (ONE BEING MINOR), AND MOTHER**

THIS DEED OF PARTITION

is made on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_

 BETWEEN

Mr……………………………………,……………………………..

 S/o………………………………………………………………....,

Resi……………………………………………………………….... of the first part

 (hereinafter referred to as "the father" which expression shall be including his related successors, heirs, representatives and assigns;

 AND

Mr. …………………………………………………………………………….

 S/o…………………………………..,……………………………………….

Resi…………………………………………………….……………………. of the second part

 (hereinafter referred to as the "major son" which expression shall be including his successors, heirs, representatives and assigns);

 AND

Mr. …………………………………………………….…………………………..,

 S/O…………………………………………………………………………………..

Resi……………………………………………………………………………..……of the third part

(hereinafter referred to as the "minor son" which expression shall be including his successors, heirs, representatives and assigns) acting through the father;

 AND

Mrs. ………………………………………………..……………………..

 W/o……………………………………………………..………………….

Resi…………………………………………………………………………..

 (hereinafter referred to as "the mother" which expression shall be including her successors, heirs, representatives and assigns);

all four hereinafter collectively referred to as parties and individually as the first party, second party and third party respectively.

WHEREAS

1. The parties constitute a Hindu undivided family ruled by the Mitakshara School of Hindu law.

2. The movable/immovable properties stated in the first, second, third and fourth schedules, being the joint property of the family. Portion of this property being ancestral property and portion having been acquired by the family with joint funds or earnings of individual members mixed in the common stock.

3. The family too owning a factory, which stands closed for time being but there are remaining debts the factory, as entered in the books of the factory;

4. Due to controversies between father and major son and disagreement between mother and the wife major son, for the time being living separately from the family. It is intended all averting controversies between parties, partitioning all the assets of the family as laid in the first, second, third and fourth schedules hereto.

5. The said partition being beneficial and advantageous to the interest of the minor son;

6. Per law the mother can get a share in the said property on partition and each parties so hence, entitled to a one-fourth share;

7. For partitioning four equal lots of the said joint property has been made and it has been consented that those should be allotted to parties by drawing of lots and hence lots were drawn. The lots stated in the first, second, third and fourth schedules were drawn by the father, major son, minor son and mother respectively.

NOW THEREFORE THIS DEED WITNESSES as follows:

1. Per above stated covenant the parties hereto so consent and declare that the father, major son, minor son and mother shall hence be separate owners of the properties stated in the first, second, third and fourth schedules hereto respectively. Each one of them shall enjoy and hold the property as allotted to them in separation and free and without all claims and demands of others thereto or concerning relating therewith.

2. Each of the said parties hereby surrenders/conveys to the other of them with mother its undivided share/interest in property so allotted to such other and to mother respectively.

3. The property so allotted to each party is been allotted to it subject to any encumbrance/charge attaching thereto. Other party shall not be responsible for any portion thereof.

4. The property so allotted to each party shall be entered and after it held in seperation by such party without any disturbance/interruption by other party or any one claiming through or under him.

5. Each party shall at the cost of person needing the same will be doing any act or thing which may reasonably be needed for further or more completely assuring the property so transferred by it to the other.

6. The title deeds of property partitioned shall be kept by father, undertaking, per asking by any other party, to presents same for inspecting by such other party and granting the latter to taking copies thereto.

7. It is as declared that the valuation of properties entered in first, second, third and fourth schedules is Rs. \_\_\_\_\_\_\_\_.

8. Each of above stated parties is and will be complete owner of property so allotted to him as per clause 1, and other parties shall bear no rights, title or interest in those assets after it.

9. This partition has been done by mutual agreement, leaving no power to any party to assail it on any reason whatsoever.

10. The first party shall keep the original deed of partition. The other parties shall keep a true copy signed by all the parties and which true copy will be deemed as effective as the original deed for all intents and purposes.

IN WITNESS WHERE OF, the parties to this deed have set their hands in the presence of
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FATHER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAJOR SON

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MINOR SON

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MOTHER

Witnesses:

1.

2. .