**Confirmation of Partition already made by the Members of Joint Hindu Family**

1.     This is to record and confirm that the properties mentioned in the First Schedule herein owned and belonging to the joint Hindu family consisting of A, son of ................. B, son of ................ C, son of ................. D, son of ................ E, son of ................. all resident of ................ were partitioned between the members of the joint Hindu family by metes and bounds on ................ in the presence of Shri ................ I son of ................. resident of ................ and Shri ............... son of ................ resident of ............... and the properties mentioned in the Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule fell to the share of the A, E, C, D and E, respectively.

2.     This is also confirmed that all the members of the joint family have taken possession of the properties fell to their share and each of them has covenanted and assured with the other that (a) each member will be absolute and exclusive owner of the properties fell to his share and he will have no right, interest or title in the properties fell to the shares of other members, (b) each member will enjoy the properties fell to his share peaceably and without interruption or disturbance by the other member or any one claiming through, under or in trust for him, (c) each member will at the cost of the person requiring the same, do every such act or thing as may reasonably be required for further or more perfectly assuring the property transferred by him to the other.

3.     During the partition, it was declared and confirmed by all the members that there is no mortgage, charge, lien or encumbrance on the properties of the joint family and if any mortgage, charge, lien or encumbrance is found to attach to the properties or any part of the properties of joint Hindu family, all the members will be liable for the same in proportion of their share in the joint property.

4.     The title deeds relating to the joint family properties mentioned in the Second Schedule have been retained by A, who has covenanted with other members to produce the same for inspection and in evidence, at the request and cost of the member requesting for the same.

5.     All the members agreed that the partition shall not be open to challenge on any ground whatsoever.

This writing has been executed for the purpose of confirmation and record of the partition effected as hereinbefore mentioned and all the members of the joint Hindu family have set their hands to this writing in the presence of witnesses to confirm the said partition and covenants made by them to the other members.

The First Schedule above referred to

The Second Schedule above referred to

The Third Schedule above referred to

The Fourth Schedule above referred to

The Fifth Schedule above referred to

The Sixth Schedule above referred to

Dated this ................ day of ................ 2000.

A………………

B………………

C………………

D………………

E………………

WITNESSES;

1

2

**DEED CONFIRMING PARTITION OF A HINDU**

**UNDIVIDED FAMILY EFFECTED EARLIER**

THIS DEED OF PARTITION

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

 BETWEEN

Mr………………………………………………………………………………………..

 S/O Mr……………………………………………………………………………..

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

 AND

Mr……………………………………………..………………………………………….

S/O Mr………………………………………………………………………………….

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

 AND

Mr………………………………………………………………………………………….

 S/O………………………………………………………………….…………………….

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

all three after it collectedly referred to as parties and individually as the first party, second party and third party respectively, which expression is inclusive of their related successors, heirs representatives and assigns.

WHEREAS

1. The parties consist a Hindu undivided family ruled by the Mitakshara School of Hindu law. By mutual consent, the parties, on the \_\_\_ day of \_\_\_ adjudged for doing a total partition of assets/properties of the Hindu undivided family. Per this decision, a division of the properties/assets was made on the \_\_\_\_\_\_\_\_\_ by mutual consents, convincing all the parties by it. share of each party was delivered and transferred in his name in the municipal records.

2. It is intended, that the parties may not controvert all the assets of the family laid in Schedule A to this deed, were partitioned.

NOW HENCE THIS DEED WITNESSES AS FOLLOWS:

1. The first party, the second party and the third party, consisting a Hindu undivided family having separated from each other and have divided the family assets as detailed in Schedule A of this deed.

2. assets were divided by parties into three parts, the following division between the parties has been adjudged upon;

Party of the first part………… All the property given in Schedule I

Party of the second part……… All the property given in Schedule II

Party of the third part……… All the property given in Schedule III

3. Each of the above stated parties is and shall be complete owner of property as given to him as per clause 2 above. None other party shall bear any rights, title or interest in those assets after it.

4. This partition was made by mutual agreement, leaving no power to any party in assailing on any ground whatsoever.

5. The first party shall keep original deed of partition. A true copy signed by all the parties shall be kept by other parties, which true copy shall be considered as effective as the original deed for all purposes and intents.

IN WITNESS WHEREOF, the parties to this deed have set their hands in the presence of

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

PARTY OF THE FIRST PART

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

PARTY OF THE SECOND PART

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

PARTY OF THE THIRD PART

Witnesses:

1.

2

**Deed Evidencing Oral Partition**

This Memorandum of Partition is drawn upon the day of…………………, 2000, and puts on record the oral partition between AB etc, of the first part, CD etc; of the second part and EF etc. of the third part, sons of the late GH, resident of ………………..Road, in the city of………..

Whereas Gh died intestate on the…………….day of……………..,2000, leaving three sons, named above, entitled to the properties, movable and immovable, left by the GH.

And Whereas difference and disputes arose between the said three sons who approached KL of……………to divide and distribute the properties between them.

And Whereas the said KL on the………….day of……………., 2000 before the parties divided all the movable property in 3 equal shares as per list attached and allotted the first 10 times to AB and the next 8 items to CD and the remaining 12 items of EF all of whom accepted the said distribution ;

And Whereas the said KL on the same day before the parties divided the entire house situated in …………………….………….and allotted the portion marked on the plan in red and coloured red to AB and the portion marked in blue and coloured blue in the same plan to CD and the small house situated at No. 10…………..Road in the city of…………..was allotted in its entirety to EF;

And Whereas the parties have accepted the said partition as final, conclusive and binding upon them.

WHEREFORE this memorandum of partition is drawn up before the parties and the arbitrator, who have subscribed their signatures thereto in order to signify the correctness of the facts mentioned above.

IN WITNESS WHEREOF the parties aforementioned have executed this deed of partition on the ………………day of……………first abovementioned.

Witnesses

1……………………. (Sd)………………………….

(AB)

2………………….. (Sd)………………………..

(CD)

(Sd)…………………………

(EF)

**Deed of Partial Partition by One Member from the Other Members of Joint Hindu Family**

This Deed made at ................ this ................ day of ................, 2000, between A, son of ............................ resident of ................................. hereinafter referred to as the first party of the ONE PART and B son of ............................. C, son of ................................. D, son of ......................... and E, son of ..................... all resident of ................................. hereinafter collectively referred to as the Second Party of the OTHER PART.

Whereas the parties hereto are the members of joint Hindu family governed by Mitakshara school and the first party is not able to adjust himself with the other family members, due to which relations in the family have become tense.

And Where as the relatives and family friends have suggested to the Second Party that the first party is desirous to sever his connection from the Hindu joint family.

And Where as the parties hereto have agreed that the first party may be partitioned with his share in the joint family properties.

Now This Deed Witnesseth As Follows

1.     In pursuance of the agreement, the properties mentioned in the Schedule, hereinafter referred to as the scheduled property, are allotted to the first party and he shall hold, possess and enjoy the said scheduled property as absolute and exclusive owner without any interruption, claim or hindrance from any member or members of joint family or any person or persons claiming through him or them.

2.     It is hereby declared that there is no mortgage, charge, lien or encumbrance, on the property scheduled and allotted to the first party and if later on it is found that there is any mortgage, charge, lien or encumbrance on the said property, all the parties will be liable for the same in proportion of their shares in the joint family properties.

3.     The Second party covenants with the first party as follows:

a.     That the first party will enjoy the scheduled property peaceably and without any interference, interruption or disturbance by any member of the second party or anybody claiming through, under or in trust for it.

b.    The title deeds in respect of the scheduled property and this deed will be produced at the request and cost of the first party for inspection and in evidence in legal proceedings and deliver the copies thereof.

c.     That it will at the cost of the first party do every act or thing as may reasonably be required for further or more perfectly assuring the scheduled property to the first party or mutation of the name of the first party in land revenue and municipal records.

4.     It is further declared and agreed that the expression "First Party" and "Second Party" will include their heirs, successors, legal representatives, executors, administrators of the first party and of all the members of the second party.

5.     It is hereby declared that the value of the property mentioned in the Schedule hereto is Rs. ................

The Schedule above referred to

IN WITNESS WHEREOF the parties have set their hands the day and year first above written.

……..........................

................................

................................

WITNESSES;

1.

2.

**Deed of Partial Partition Dividing the Joint Family Business only While Other Properties Remaining Joint.**

This Deed of Partial Partition is made on the ……….. day of ………………, BETWEEN AK, S/0 PG R/o ………………………. (hereinafter called “the first party”) of the first part, AG, s/o PG R/o …………………………..(hereinafter called “the second party” of the second part AND PK s/o PG, R/o ………………. (hereinafter called “the third party “) of the third party.

Whereas the aforesaid three brothers constituted a Hindu undivided family and the said Hindu undivided family besides owning immovable properties carried on the business of General Stone Supplying CO. in the city of …………...

And Whereas the said members of the said Hindu family desire to divide the aforesaid joint business of he joint family Stone Supplying Co. for smoothly and profitably running the business on partnership basis while keeping the other property of the said family joint and intact.

NOW THIS DEED WITNESSES as follows:

1.     That all other properties of the Hindu undivided family of which the parties are constituents will remain intact and joint of the Hindu undivided family as no partition has been affected of it. Only the business of the family known as Stone Supplying Co. is partitioned.

2.     That the interest of the interest of the Hindu undivided family in the said firm of Stone Supplying Co. has been determined at Rs……………….. which is called capital of the said joint family firm according to balance sheet appended with this deed.

3.     That the said capital or Rs ………….. is now apportioned in equal shares amongst the parties hereto and accordingly Rs. ………… each has been credited in the personal accounts of each party in each has been credited in the personal accounts of each party in the books of the firm so that each party holds the said amount of Rs. …………. in severalty.

4.     That all the property of the said family firm of stone Supplying Co. has now been transferred to each party in equal shares severally.

5.     That the parties aforesaid covenant with each other to discharge severally all the liabilities and claims against the family business of Stone Supplying Co.

6.     That from this date the said family business of Stone Supplying Co. ceased to exist as joint family business.

7.     That the value of two equal shares amounts to Rs. …………… on which duty is paid.

IN WITNESS WHEREOF the said parties have set their hands to this deed on the day and year first above mentioned.

Witnesses:

1……………. (Sd/-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(First Party)

2\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sd/-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Second Party)

**Deed of Partial Partition of Hindu Undivided Family Property In Respect of Certain Property only While The Rest of Hindu Undivided Family Continues to be Joint**

This Deed Fo Partial Partition is made on the …….. day of ………………, BETWEEN SN, son of ON, resident of ………………………………. (hereinafter called the first party’) of the first part, AND PN, son of ON, resident of ………………………., (hereinafter called ‘second party’) of the second part, AND PM, son of ON, resident of ………………………………. (hereinafter called the ‘third party’) of the third part.

Whereas the said ON and his son the said SN, PN and PM form a Hindu undivided family, of Bombay and Poona, are desirous to partition the properties referred to in Schedule appointed to this deed without serving their Hindu undivided family Status.

NOW THIS DEED WITNESSES as follows :

**1.     Conveyance**

1.     That the properties which the above parties are desirous to partition without severing their Hindu undivided family status are three houses in the city of Poona of equal valuation more fully described in the Scheduled appended with this deed.

2.     That on the advice of the friends of the family the parties agreed to divide the said property amicably in lots and with this object the said ON prepared four equal lots of the said joint property and lots were accordingly drawn and the lots mentioned in the First, Second, Third and Fourth Schedules were drawn by the said ON, SN, PN and PM respectively.

3.     That in pursuance of the aforesaid agreement the parties hereby agree and declare that the said ON, SN, PN, PM shall here in forth be separate owners of the properties mentioned in the each of them shall hold and enjoy the property so allotted to him in severalty and free and discharged from all claims and demands of the others thereto or concerning therewith, and all other properties belonging to the Hindu undivided family shall remain joint and intact as before as no partition of the Hindu undivided family has taken place amongst the parties.

**1.     Conveyance**

It is agreed between the parties as follows :

                      i.        That there is no encumbrance or charge on the property hereby partitioned and that if any encumbrance or charge is found to attach to any part of such property, all the parties shall be liable for the same in proportion of their shares in the joint property.

                     ii.        That the property hereby allotted to each party shall be entered upon and henceforth held in severalty by such party without any interruption or disturbance by the other party or any one claiming through, under or in trust for it.

                    iii.        That each party will at the cost of the person requiring the same do every such act or thing or may reasonably be required for further or more perfectly assuring the property hereby transferred by it to the other.

                    iv.        That the said ON shall have the custody of the deed together with the Schedules annexed thereto and will at the request and cost of the said parties produce the same for inspection and will produce the same in evidence.

                     v.        That each of the parties hereto will at the request of the other produce for inspection by the other and produce in evidence in legal proceedings any title-deed or document in his possession and in any way affecting the title of the party requiring such production to the property hereby partitioned.

                    vi.        That whenever such interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained the expressions, “ PN” and “PM” hereinbefore used will include respectively their heirs, successors, representatives and assigns.

**2.     Value.-**That the properties hereby partitioned are valued at Rs……………… which have been divided in three equal parts.

|  |  |  |
| --- | --- | --- |
| **Name and address of****property** | **Area of the property** | **Market value of the property** |
|   IN WITNESS WHEREOF the said parties have set their hands to this deed of partial partition on the day and year first above mentioned.

|  |  |
| --- | --- |
| Witnesses :1………………………….. | (Sd)………………( First Party) |

 |

IN WITNESS WHEREOF the said parties have set their hands to this deed of partial partition on the day and year first above mentioned.

1…………………………                                                                      Sd)…………..

(First Part)

2…………………………                                                                      Sd)………..

(Second Party)

3…………………………                                                                      Sd)………..

(Third Party)

**DEED OF PARTIAL PARTITION OF THE PROPERTY OF A HINDU UNDIVIDED FAMILY**

THIS DEED OF PARTIAL PARTITION

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

 BETWEEN

Mr…………………………………………………………………………………….,.

 S/o…………………………………………………………………………………….,

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

 AND

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

 S/o………………………………………………………………………………..……..,

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

 AND

Mr…………………………………………………………………………………………,

 S/o…………………………………………………………………………………………

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

 AND

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

 S/o…………………………………………………………………………………………..,

 Resi…………………………………………………………………………………………. of the fourth part;

 all four hereinafter collectively referred to as parties and individually as the first party, second party, third party and fourth party respectively, which expression shall include their related successors, heirs, representatives and assigns.

WHEREAS

1. The parties form a Hindu undivided family owning assets of considerable value given in the Schedule A to this deed.

2. The parties hereto have by mutual consent adjudged to partition by metes and bounds the assets of the Hindu undivided family as given in Schedule B to this deed, out of the total assets of the family as already given in Schedule A hereto.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:

1. That the parties hereto have divided among themselves the assets given in Schedule B into four parts, which asset to this day formed part of the assets of the Hindu undivided family, in the following way:

Party of the first part………… All the property given in Schedule I

Party of the second part……… All the property given in Schedule II

Party of the third part…………. All the property given in Schedule III

Party of the fourth part……… All the property given in Schedule IV

2. That each of the above state parties shall be the complete owner of the property assigned as given above, and none of other parties or the Hindu undivided family hence shall bear any rights, title or interest in these assets after it.

3. That this partial partition has been affected by mutual agreement, having no power to any party to assail it on any reason whatsoever.

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

IN WITNESS WHEREOF, the parties to this deed have set their hands in the presence of

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

FIRST PART PARTY

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

SECOND PART PARTY

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

THIRD PART PARTY

Witnesses:

1.

2.

**Deed of Partition between Co-Owners**

Shri…….s/o………r/o…….(hereinafter called first party), and Shri ………..s/o……….. r/o……..(hereinafter called second party) Shri…….s/o………r/o…….(hereinafter called third party), and do hereby execute this Deed of Partition between themselves on this ………………. day of ………………

Whereas the aforesaid parties are the co-owners in equal shares of the properties mentioned in the Schedules 1, 2, and 3 of this deed of partition.

Whereas the aforesaid properties were purchased by the aforesaid parties on………….from Shri…………………… s/o ………………. r/o ………………………. vide sale-deed dated……..and registered on…………

And Where as the aforesaid parties have mutually agreed to divide the said properties amongst themselves in order to avoid any future dispute with regards to the said properties.

And Whereas the aforesaid parties have agreed to assign the land comprising an area of …………………..Bighas……..Biswas bearing Khasra No……….and Khatauni No………….situated at………,mentioned and mapped in Schedule 1 to first party and the land comprising an area of ……..situated at……………..bearing the Khasra No………and Khatauni No……………………. detailed in Scheduled 2 to this deed to second party and the land alongwith the trees standing thereon comprising an area of…………….situated at……………bearing Khasra No………………….and Khatauni No…………………..detailed in Schedule 3 to this deed to the third party. The aforesaid parties have also mutually agreed that the aforesaid parties become sole and absolute owners of the allotted properties.

And Where as the aforesaid parties have taken possession of the properties assigned to them as aforesaid.

**NOW THIS DEED WITNESSES AS FOLLOWS ;**

1.     That in consideration of the right title and interest made in accordance with the aforesaid terms of this deed and in accordance with the conditions hereinafter mentioned release and relinquish their interest in the properties allotted to other parties and each of the said parties hereby conveys to each others party separately his right, title and interest therein so as to constitute each party to this deed the sole and absolute owner of demands of other thereto or concerning therewith, as from the date of this deed.

2.     That the original deed of partition shall be retained by first party, at true copy thereof signed by each party has been delivered to the other said parties who shall be entitled to require production of the original from the first party before any Court or public office or Bank or Insurance Company etc. it so desired.

3.     That the parties have agreed that all taxes and public charges in respect of the allotted properties shall be borne by the parties themselves.

4.     That each party will execute such deed or do all other acts necessary which may be requisite for more effectually assuring the party so requiring and at his cost, in the manner required by law and appear before revenue or other authorities to have mutation effected in respect of the party assigned to the party concerned.

5.     That the valuation of the entire property under this partition-deed is fixed at Rs. 5 lacs.

IN WITNESS WHEREOF the aforesaid parties have signed this deed of partition on the day and year first before written.

Witnesses :

1………………………..

2………………………..

Sd/-

1. First party

2. Second party

3. Third party

Schedule-1.

Schedule-2.

Schedule-3

**Deed of Partition between Members of a Joint Hindu Family**

This Deed of Partition is made on the …….. day of ……………… amongst KK, son of DD (called first party) ; RK, son of DD (called second party) ; SK son of DD (called third party) and Smt. SD, wife of DD, deceased (called fourth party), members of a Joint Hindu Family belonging to …………… caste, residing principally at ……………………………, the ancestral home of the family.

Whereas DD, father of parties Nos. 1, 2 & 3 and husband of party No.4, died on ………………….. ;

And Whereas the said DD was the Karta of the Joint Hindu family consisting of his sons and wife and was possessed of properties mentioned in Schedule I to IV attached to this deed ;

And Whereas parties Nos. 1 and 2 are living at ………………………… and both carry on their separate business out of their separate funds, and the parties Nos. 1, 2 & 3 wish to partition the joint-family properties so that no dispute should arise among them ;

And Whereas at the well founded advice of the family friend Shri KC, Advocate, the parties to this deed have put all the properties belonging to each of them separately into the joint family hotchpotch, but excluding the business assets of parties Nos. 1 & 2 which are the result of their separate earnings; property in Schedule 1 valued at Rs. ……………….. and other properties in Schedules 2, 3 & 4 valued at Rs……………..

And Whereas in consideration of the absolute or sole ownership acquired by each party in respect of the allotment made to such party out of the hitherto joint property and in consideration of the covenants hereinafter mentioned and agreed to by all the aforesaid parties the said parties resolved to incorporate the terms of the partition in a deed of partition.

**NOW THIS DEED WITNESES AS FOLLOWS :**

1.     That the parties to this deed have agreed that the properties subject to partition are of the value of Rs…………. and the value of the separated share shall be Rs………… each which shall be the value for the purpose of stamp duty.

2.     That the property mentioned in the Schedule 1 shall be retained by parties Nos 1 & 4 since they continue to live in that property as before and in lieu of the share in the property of Schedule 1 parties Nos.1 and 4 shall pay to parties Nos. 2 and 3 Rs…………being their combined share and parties Nos. 2 & 3 have accepted the payment of Rs………….. in lieu of their share in the property in Schedule 1.

3.     That the parties Nos. 2 & 3 release their interest in the property of Schedule I and convey to parties Nos 1 and 4 separately their right, title and interest thereon and similarly parties Nos. 1 and 4 release their right, title, and interest in the properties mentioned in the Schedules 2, 3 & 4, so that parties Nos. 1 & 4 and Nos.2 and 3 constitute the sole and absolute owners of the properties in Schedule 1 and in Schedules II, III and IV respectively. The title deeds in respect of the items of the property which are forthcoming have been delivered to each of the parties to whose share the items of property relating to the title-deeds have been allotted.

4.     That the original deed of partition shall be retained by party No. 1 for the purpose of safe keeping and production before court or public.

5.     That the parties have agreed that all the taxes and public charges in respect of the allotted properties shall be borne by the parties themselves.

IN WITNESS WHEREOF the parties aforementioned have executed this deed of partition on the date aforementioned.

Witness: Sd/-

1. KK

2. RK

3. SK

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4. Smt. SD

DEED OF PARTITION BETWEEN MEMBERS OF A HUF (ANOTHER FORM)

THIS DEED OF PARTITION is made on the ………. Day of …… amongst AB, son of KL of the first part (hereinafter called “Party No.1”) and CD, son of KL of the second party (hereinafter called “Party No.2”), AND EF, minor son of KL, of the third party (hereinafter called “Party No.3”) through GH, his mother and natural guardian AND GH, widow of KL of the fourth part (hereinafter called “Party No.4”) AND MN, widow of RS, son of KL of the fifty part (hereinafter called “Party No.4”) members of a joint Hindu family belonging to …… caste, residing principally at … the ancestral home of the family and actually at different places from time to time.

Whereas KL, the father of the party Nos. 1, 2 & 3 and the husband of party No.4 and father-in-law of party No.5 died on ……. Leaving behind AB, CD and EF his sons and GH his widow, and MN widow of predeceased son RS, as heirs ;

and Whereas KL, was the karta of the joint Hindu family consisting of his sons and wife and was possessed of items of properties mentioned in Schedules I to V excepting Item No.3 in Schedule 1, item Nos. 2 and 3 in Schedule II and Item No.4 in Schedule V attached to his deed ;

and Whereas after the demise of KL party No.1 became and acted as the karta of the said joint family and with the assistance of joint-family funds purchased a shop more particularly described as Item No.3 in Schedule (in his own name and prices of land more particularly described as item nos. 2 and 3 in Schedule II, the former in his own name and the latter in the name of GH and a house more particularly described as Item No.4 in Schedule V, in the name of Rs a forementioned;

And Whereas CD party No.2 is employed as ……. In and is at present posted at ……….. ;

And Whereas RS was married to MN in ….. and having practiced as lawyer in the town of …..for about 8 months only died on ……. Leaving behind MN as a widow ;

And Whereas differences have arisen between the members of the family and constant disputes crop up between MN and GH, which make it undesirable that the members should continue to form a joint Hindu family ;

And Whereas at the intercession of the friends of the members of the family, the aforesaid parties have agreed to divide the joint family estate which GH, as guardian of EF considers as beneficial to the interest of her minor son aforesaid and all the properties of the family irrespective of the name in which the same has been purchased or is recorded in revenue records equal in value, except that properties mentioned in Schedule II are valued at only about Rs…………… while the total value of properties mentioned in each of other Schedules is about Rs……………… and on lots being drawn in the presence of all the parties picked out by EF the properties mentioned in Schedules I, II, III, IV and V fell to the share of parties No.1,2,3,4 & 5, respectively but parties Nos. 1 and 5 agreed with the assent of the other parties aforementioned to interchange the lots whereby properties in Schedule II were accepted to be taken by party No.1 and those in Schedule V were accepted to be taken by Party No.5 ;

And Whereas in consideration of the absolute or sole ownership acquired by each party in respect of the allotment made to such party out of the hitherto joint property and in consideration of the covenants hereinafter mentioned and agreed to by all the aforesaid parties the said parties resolved to incorporate the terms of the partition in a deed of partition.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1.     Allotment**. – Pursuant to the aforesaid agreement, the parties to this deed of partition, hereby divide the joint-family property in five equal shares for which purpose the same had been split up into five lots, each of such lot being incorporated in a separate Schedule attached to this deed whereby the properties mentioned in Schedules I, II, III, IV and V are assigned and allotted to parties Nos. 1,2,3, 4 & 5 aforementioned, respectively.

**2.     Acknowledgement**. – The sum of Rs…………… has been paid by each of the said parties Nos.3, 4 & 5 to the party No.2 (receipt whereof the party No.2 hereby acknowledges) and party No.1 has executed a promissory-note for Rs…………….. payable with interest at 6 per cent, in lieu of the sum of Rs………….. payable by him to Party No.2.

**3.     Conveyance**.—Each of the said parties hereby releases his interest in the properties allotted to other parties and conveys to each of them separately his right, title and interest therein so as to constitute each party to this deed the sole and absolute owner of the property allotted to that party free and discharged from all claims and demands of the others thereto or concerning therewith, as from the date of this deed. The title-deeds in respect of the items of the property which are forthcoming have been delivered to each of the parties to whose share the item of property relating to the title-deed has been allotted, to have and to hold the said items of properties mentioned in the said schedule unto each party respectively and enjoy the same in severally absolutely and for ever.

**4.     Covenants**

a.     Further partition.—The parties aforementioned have agreed that this partition shall not be open to challenge even if any debt due to any allottee is not realised or becomes irrecoverable or any party is deprived of any property or part thereof by a stranger to this deed, but reserves the right to each party to claim a further partition of any property which may be found to be joint-family property but has not been included in any of the Schedules attached to this deed.

b.    Partition deed. – The original deed of partition shall be retained by party No.1, a true copy thereof signed by each party has been delivered to the other said parties who shall be entitled to require production of the original from Party No.1, before any court or public office or arbitrator or bank or insurance company, etc., if so desired.

c.     Payment of taxes, etc. – It has been further agreed that each party shall execute and get registered, if necessary, any deed, document or receipt which he may be required to do at the instance of any other party of this deed at a latter’s expense, in order to more effectually assure the requisitioning party of any rights or title conferred on him under this deed, or to get any property aforesaid mutated or entered in revenue or other public records as being in the exclusive and absolute possession and ownership of the party to whom the same is allotted under this deed.

IN WITNESS WHEREOF the parties aforementioned have executed this deed of partition on the date aforementioned.

1. WITNESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                                               (Sd.)

                                                                                                            1. AB \_\_\_\_\_\_\_

                                                                                                            2. CD \_\_\_\_\_\_\_

                                                                                                            3. GH

as guardian on behalf of her minor sonEF.

                                                                                                            4. GH. \_\_\_\_\_\_\_\_\_\_\_

                                                                                                            5. MN \_\_\_\_\_\_\_\_\_\_

**Deed of Partition between Two Tenants in Common**

Shri…….s/o………r/o…….(hereinafter called first party), and Shri………..s/o………..r/o……..(hereinafter called second party) do hereby execute this DEED OF PARTITION between themselves on this ………………. day of ………………

Whereas the properties to be partitioned through this deed have been detailed in Schedules 1 & 2 attached herewith.

And Whereas Shri………………….. s/o …………..r/o ………………..owner of the aforesaid properties died on ……………leaving behind him the aforesaid first and second parties as his heirs who have inherited the aforesaid property in equal shares.

And Whereas the first and second parties do hereby agree to share and divide the aforesaid property in the following manner.

**NOW THIS DEED PARTITION WITNESSES AS FOLLOWS :**

1.     That in pursuance of the aforesaid agreement and in consideration of the transfer by the second party of his share In the aforesaid property to the first Party, the second party has received an amount, of Rs. 5,00,000/- from the first party, the receipt whereof the second party hereby acknowledge.

2.     That the second party hereby releases his interest in the aforesaid property and conveys his right, title and interest in the said property to the first party.

3.     That the first party shall have the custody of this deed together with the schedules attached hereto and will at the request and cost of the second party produce the same for inspection and will produce the same in evidence.

4.     That the first party shall bear all taxes and public charges in respect of the allotted properties.

5.     That it is hereby declared that the value of the properties mentioned in Schedules 1 and 2 hereto is Rs. 10,00,000/- in entirety.

IN WITNESS WHEREOF the parties hereto have signed this deed on the day and year first written above.

Witnesses :

1………………………..

2………………………..

Sd/-

1. First party

2. Second party

Schedule-1.

Schedule-2.

**Deed of Partition between Two Tenants-In-Common**

This Deed of Partition is made on the …….. day of ….. BETWEEN AB, etc. ……. Of the first part AND CD, etc., of the second part.

Whereas the properties mentioned in the first and second Schedules hereto belonged to one OP, etc ;

and Whereas the said OP died on ….. leaving behind him the said AB his son and the said CD, his daughter as his only heirs who inherited the said properties under the Mohammedan Law in the shares of 2/3 and 1/3 respectively.

and Whereas the parties hereto have expressed their desire and have agreed to divide the said properties in the manner hereinafter appearing:

and Whereas it has been agreed between the parties that a sum of Rs……………should be paid to the said C D by the said A B for equalisation of partition.

NOW THIS DEED WITNESS as follows:

1.     Conveyance (1) In pursuance of the said agreement and in consideration of the transfer by the said CD hereinafter contained the said AB hereby grants and conveys to the said CD ALL THAT the undivided two-third share and interest of the said AB in the property described in Schedule A hereto containing …………….acres and delineated on the plan annexed hereto and thereon shown with its boundaries coloured red together with all buildings TO HOLD the same to the said CD henceforth in severalty.

2.     Covenants.-It is hereby mutually agreed between the parties as follows :-

1.     Encumbrances- There is no encumbrances or charge on the property hereby partitioned and that if any encumbrance or charge is found to attach to any part of such property both the parties shall be liable for the same in proportion to their shares in the joint property (or, the property hereby allotted to its subject to any encumbrances or charge attaching thereto and the other party shall not be liable for any part of the same).

2.     Quiet enjoyment - The property hereby allotted to each party shall be entered upon and henceforth held in severalty by such party without any interruption or disturbance by the other party or any one claiming through, under or in trust for it.

3.     Custody of partition deed.- The said AB shall have the custody of this deed together with the maps annexed thereto and will at the request and cost of the said CD produce the same for inspection and will produce the same in evidence.

4.     Production of title-deeds- Each of the parties hereto will at the request of the other produce for inspection by the other and produce in evidence in legal proceedings any title-deed or document in his possession and any way affecting the title of the party requiring such production to the property hereby transferred to it (or, the title deeds of the property partitioned shall be retained by the said AB who undertakes, at the request of any other party, to produce the same for inspection by such other party and to allow the latter to take copies thereof).

5.     Interpretation. Wherever such an interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained, the expressions “the said AB” and “the said CD” hereinbefore used will include respectively the heirs, successors, representatives and assigns of the said AB and the said CD respectively.

6.     Value of lots.- It is hereby declared that the value of the properties mentioned in the first and second Schedule hereto are Rs………………….and Rs……………..respectively.

IN WITNESS WHEREOF the parties hereto have signed this deed on the day and year first written above.

1…………………………. (Sd)…………………

(AB)

2………………………. (Sd)…………………

(CD)

FIRST SCHEDULE

……………………..

SECOND SCHEDULE

……………………..

|  |
| --- |
| Top of Form**Deed of Partition Dividing the Joint Family Business only While other Properties Remaining Joint**Shri…….s/o………r/o…….(hereinafter called first party), and Shri ………..s/o……….. r/o……..(hereinafter called second party) Shri…….s/o………r/o…….(hereinafter called third party), and do hereby execute this Deed Of Partition between themselves on this ………………. Day of ………………Whereas the aforesaid parties are real brothers comprising a Hindu undivided family which owns movable and immovable properties and a business in the name and style of……..at Bombay.And Whereas the aforesaid parties desire to effect a partial partition in order to divide only the aforesaid joint family business in the name and style of …………for smooth running of the aforesaid business on partnership basis at Bombay without touching the other joint family properties.NOW THIS DEED WITNESSETH as follows:1.     That this partial partition is being effected only with regards to the family business being carried on in the name and style of……..at Bombay.2.     That the entire capital of the aforesaid joint family form, according to balance sheet annexed herewith, has been assessed to be Rs.6 lacs.3.     That the aforesaid capital is now divided in three equal shares of Rs.2 lacs each which has been credited in the personal accounts of each party in the books of the firm so that each party has the said amount of Rs.2 lacs separately.4.     That thus the entire property of the aforesaid firm now stands transferred to each party in equal shares.5.     That the aforesaid parties hereby agree with each other to pay and discharge severally all the debts, claims and liabilities of the aforesaid firm.6.     That with the execution of this present deed of partition the aforesaid family business of …………ceases to exist as joint family business.7.     That the duty is pay on a sum of Rs.4 lacs which is equal to two equal shares of the aforesaid two parties.IN WITNESS WHEREOF the aforesaid parties have signed this deed on the day and year first above written.Witnesses :1………………………..2………………………..Sd/-1. First party2. Second party3. Third partyBottom of Form |
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 **DEED OF PARTITION IN JOINT**

**HINDU FAMILY (WITH CASH)**

THIS PARTITION is made the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_\_\_

BETWEEN AA. etc\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the First Part

AND CC. etc\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ of the Second Part

AND BB. etc\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Third Part.

WHEREAS the parties hereto being in possession as absolute joint owners in equal shares free from all encumbrances whatsoever the houses, gardens, lands and premises more specifically described in the Schedules marked 荘A鋳, 荘B鋳, 荘C鋳, made part of this deed have agreed with each other to put an end to their community of ownership and to divide the properties contained in the said schedules for the purposes of the same being separately and individually owned, possessed and enjoyed;

AND WHEREAS the said AA., who assumed Kart ship of the family now comprising the parties hereto on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, that is, on the death of DD., father of the parties hereto, has rendered full account for the period beginning with the said date, to the date hereof and no moneys, claim or charges are due and owing by any of the parties hereto against him or any other co-sharer;

AND WHEREAS AA. is prepared to pay a sum of Rs. 500 to each of the remaining parties for the purposes of equalizing the shares.

NOW THEREFORE THIS DEED WITNESSES:

1. That in pursuance of the said agreement and in consideration of the premises, the said AA. and the said CC. as absolute owners hereby transfer free of all encumbrances and convey absolutely unto and to the use of the said BB. their two-thirds shares in the houses, gardens, lands and premises AND the said BB. shall hereafter hold the properties described in Schedule 荘A鋳, absolutely and forever.

2. That in pursuance of the said agreement and in consideration of the premises and the payment of the sum of Rs. 500 each by AA. to CC. and BB., which sums the said CC and BB. hereby individually acknowledge as having received, the said CC. and BB. as absolute owners hereby transfer free of all encumbrances and convey absolutely unto and to the use of the said AA. their two-thirds share in the houses, gardens, lands and premises AND the said AA. shall hereafter hold the properties described in Schedule 荘B鋳 absolutely and forever.

3. That in pursuance of the said agreement and in consideration of the premises, the said BB. and the said AA. as absolute owners hereby transfer, free of all encumbrances, and convey absolutely unto and to the use of the said CC. their two-thirds share in the houses, gardens, lands and premises AND the said CC. shall hereafter hold the properties described in Schedule 荘C鋳 absolutely and forever.

4. That as the documents of titles mentioned in List 荘D鋳 pertain to the properties subject of this partition and are common, it is hereby mutually agreed that the said AA. shall as custodian for and on behalf of all the parties keep the same upon the express condition that whenever needed by the parties, the said AA. shall produce the same for inspection of, and allow copies to be made, if so desired.

5. That the value of each share shown in detail in the Schedules hereto is Rs \_\_\_\_\_\_\_\_. which is the value for the purposes of stamp duty.

6. That this deed is being executed in triplicate, the original stamped copy shall be kept with the said AA. and the duplicates bearing the registry endorsements by the remaining parties.

IN WITNESS whereof the said AA., CC. and BB. have hereto signed at \_\_\_\_\_\_\_\_. this the first day of \_\_\_\_\_\_\_\_. 20 \_\_\_\_\_\_\_\_.

Witness:

Sd. AA.

Sd. CC.

Sd. BB.

SCHEDULE 荘A鋳 (property with valuation).

SCHEDULE 荘B鋳 (property with valuation).

SCHEDULE 荘C鋳 (property with valuation).

SCHEDULE 荘D鋳 (list of documents of title).

**DEED OF PARTITION OF A HINDU UNDIVIDED FAMILY**

THIS DEED OF PARTITION

 is made……………………..…./…………………………..……

 BETWEEN

Mr………………………………………………………………………

 S/o……………………………………………………………………..

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

 AND

Mr……………………………………………………………………….

S/o………………………………………………………………………

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

 AND

Mr………………………………………………………………………..

S/o…………………………………………………….…………………

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

All three hereinafter collectively referred to as parties and individually as the first party, second party and third party respectively, which expression shall include their related legal successors, heirs , representatives and assigns.

WHEREAS

1. The parties form a Hindu undivided family and it is intended, for averting all possible controversies between members, for effecting partition of all the assets of the family as made in the Schedule A to this deed.

2. The parties have divided the assets into three parts, the following division between the parties has been adjudged upon;

Party of the first part………… All the property given in Schedule I

Party of the second part……… All the property given in Schedule II

Party of the third part…………. All the property given in Schedule III

3. Each of the aforesaid parties shall be complete owner of property assigned to him per clause 2 above; no other party shall have any rights, title or interest in those assets hereafter.

4. This partition has been affected by mutual agreement, having no power to any party to assail it on any reason whatsoever.

5. 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 considered as effective as the original deed for all intents /purposes.

IN WITNESS WHEREOF, the parties to this deed have set their hands in the presence of

Date:
PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

PARTY OF THE THIRD PART

Witnesses:

**Deed of Partition with a Cash Payment for Equalization**

This Deed of Partition is made on the ……… day of ………… between KK, resident of ……………………. of the first part AND RK, resident of ………………………. of the second part AND SK, resident of ……………………………. of the third part.

Whereas the parties hereto being in possession as absolute joint owners in equal share free from all encumbrances whatsoever the houses, gardens, lands and premises made part of this deed have agreed with each other to put an end to their community of ownership and to divide the properties contained in the said Schedules for the purposes of the same being separately and individually owned, possessed and enjoyed ;

And Whereas the said KK, who assumed Karataship of the family now comprising of the parties hereto on ……………, that is, on the death of JK, father of the parties hereto, has rendered full account for the period beginning with the said ………………, to the date hereof and no money, claim or charges are due and owing by any of the parties hereto against him or any other cosharers.

And Whereas KK is prepared to pay a sum of Rs. …………. to each of the remaining parties for the purposes of equalising the shares.

NOW THIS DEED WITNESSES as follows :

1.     That in pursuance of the said agreement and in consideration of premises , the said KK and the said RK as absolute owners hereby transfer free of all encumbrances and their two-third shares in the houses, gardens , lands and premises and the said SK shall hereinafter hold the properties described in the Schedule I absolutely and for ever.

2.     That in pursuance of the said agreement and in consideration of the premises and payment of the sum of Rs. ………….. each by KK to RK and SK which sums the said RK and SK hereby individually acknowledge as having received, said RK and SK hereby transfer free of all encumbrances and convey absolutely unto and to the use of the said KK their two-third share in the house, grands, lands and premises and the said KK shall hereafter hold the properties described in the Schedule 2 absolutely and for ever.

3.     That in pursuance of the said agreement and in consideration of the premises, the said SK and the said KK as absolute owner hereby transfer, free of all encumbrances, and convey absolutely unto and to the use of the said RK their two-third share in the houses gardens, lands and premises and the said RK shall hereafter hold the properties described in the Schedule 3 absolutely and for ever.

4.     That as the documents of titles mentioned in list D pertain to the properties subject of this parties and are common, it is hereby mutually agreed that the said KK shall as custodian for and on behalf of all parties keep the same upon the express conditions that whenever needed by the parties, the said KK shall produce the same for inspection of, and allow copies to be made, if so desired.

5.     That the value of each share shown in details in the Schedules hereto is Rs. ………… which is the value for the purposes of stamp duty.

6.     That this deed is being executed in triplicate, the original stamped copy shall be kept with said KK and duplicates bearing the registry endorsements by the remaining parties.

IN WITNESS WHEREOF parties hereto have signed this deed at

………… of the …………………...

Witnesses : (Sd)………………..

(KK)

1………………….. (Sd)……………………..

(RK)

2…………………… (Sd)……………………..

(SK)

SCHEDULE A (PROPERTY WITH VALUATION)

SCHEDULE B(PROPERTY WITH VALUATION)

SCHEDULE C(PROPERTY WITH VALUATION)

SCHEDULE D (LIST OF DUCUMENTS OF TITILE

**Deed of Partition**

This Deed of Partition made at Delhi this ….. day of …………, 2000, BETWEEN Mr. D. of…………..…….. of the one part and Mr. P. of………… of the other part.

Whereas the parties hereto are the members and coparcener of their joint and undivided Hindu Family and as such own to immovable properties consisting of land and building thereon and situate at…...... and more particularly described in the First and Second Schedule here under written and each of the parties hereto is entitled to one-half undivided share in the said two properties.

And Where as the parties have effected an oral partition of the said properties between themselves as they no longer desired to continue as members and coparceners of their joint family property and also have separated in food, workshop and estate.

And Where as the parties agreed and the said two properties have been divided and partitioned and the property described in the said First Schedule was allotted to D exclusively and the property described in the said Second Schedule was allotted to P exclusively.

And Whereas for the purpose of equal partition the property in the first Schedule was valued at Rs.5 lacs and the property in the Second Schedule was valued at Rs.3 lacs.

And Where as the value of the property described in the Second Schedule is less by Rs.1 lac than the value of the other property, D agreed to pay a sum of Rs. 1 lakh to P to compensate for the deficiency in price or value of the share of P.

And Where as on the aforesaid basis the parties herein have partitioned the said two properties in the manner indicated above.

And Where as the parties hereto here by record the said partition.

NOW THIS DEED WITNESSETH as follows:

1.     Pursuant to the said agreement the parties hereto hereby admit division of the said joint family properties described in the first and Second Schedule s here under written in tow equal shares to the effect that property described in the First Schedule hereunder written stands allotted to the share of D to the exclusion of P and the property described in the Second Schedule hereunder stands allotted to P tot he exclusion of D.

2.     In order to equalise the shares and the value of the property described in the First Schedule being more than the value of the property described in the Second Schedule by Rs.1 lac D has paid to P sum of Rs. 1 lac on the execution of these presents (receipt whereof P does hereby admit).

3.     In consideration aforesaid, each of the parties here to both grant and release all his undivided share, right, title and interest in the property allotted to the other of them as aforesaid so as to constitute each party the sole and absolute owner of the property allotted to him, freed and discharged from all rights, title, interest claims and demands of the other party here to or concerning the same but subject to the payment of all taxes, rates, dues and duties and assessment payable to Government or Municipal Corporation or any other public body in respect thereof.

4.     Each party covenants with the other that he has not done any act, deed or thing whereby or by means where of he is prevented from conveying and releasing the property to the other in the manner aforesaid.

5.     Each party also covenants with the other party each party will execute and get registered, if necessary, any deed, assurance or other document which may be required for fuller and more perfectly and effectually assuring the property allotted to the other but at the cost and expenses of the other.

6.     Each party hereto further covenants with the other that the latter will hereafter hold and stand possessed of the property allotted to him quietly and peacefully and enjoy the rents and profits thereof without any suit, interruption, claim or demand by the covenanting party, his heirs, executors, administrators and assigns or any person claiming under him.

7.     The original of the Deed of partition will remain in the custody of D and the duplicate copy hereby will remain in the custody of P.

8.     And it is further agreed and declared that the title deeds relating to the properties which are common to both of them and which are set out in the Third Schedule hereunder written shall remain with D who undertakes to produce the same whenever required by P.

THE FIRST PARTY ABOVE REFEREED TO

THE SECOND PARTY ABOVE REFEREED TO

THE THIRD PARTY ABOVE REFEREED TO

IN WITNESS WHEREOF, the parties herein have signed and delivered these presents on the day month and year first above written.

SIGNED AND DELIVERED by the with in named party D of the

First part…………

In the presence of:

1.

2.

SIGNED AND DELIVERED by the with in named party P of the

Second part…………

In the presence of:

1.

2.

**FAMILY ARRANGEMENT**

THIS FAMILY ARRANGEMENT

 is made the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ in the year 20 \_\_\_\_\_\_\_\_\_,

BETWEEN

 AA………………………………………………………………………….,

 Aged………………………,

s/o………………………………………………………………………..…

resi…………………………………………………………………………..

 (2) BB………………………………………….............................,

 age…………………………..,

 daughter of the said AA…………………………………………….,

 and

 (3) CC………………………………………………………………………….,

 aged. ………………………………..

 s/o……………………………………………………………………………..

and husband of the said BB.

 the latter two residing together at. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS

AA………………………………………………... is leading a retired life with his wife DE., stepmother of the said BB.;

 AND

 WHEREAS

AA………………………………………….. has a residential country-house in the suburb at……………….…………………………. and a city house in ………………………..;

 AND

 WHEREAS

 the said AA………………………………………………………….

 with his wife is always residing in the said country-house while the city house at \_\_\_\_\_\_\_\_\_, is occupied by a tenant paying a monthly rent of Rs \_\_\_\_\_\_\_\_\_ to the said AA.;

 AND

 WHEREAS

 AA………………………………………………………………………………

 has made a marriage settlement, dated. \_\_\_\_\_\_\_\_\_, and registered at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.sub-registry as No. \_\_\_\_\_\_\_\_\_, Book.\_\_\_\_\_\_\_\_\_, Vol \_\_\_\_\_\_\_\_\_, at pages. \_\_\_\_\_\_\_\_\_ on. \_\_\_\_\_\_\_\_\_, 20. \_\_\_\_\_\_\_\_\_, whereby the said city house shall vest absolutely in BB. on the death of AA.;

 AND

 WHEREAS

 BB……………………………………………………………...

owing to her husband’s various businesses has to reside in \_\_\_\_\_\_\_\_\_ in hired and inadequate premises.

NOW, THEREFORE, THIS ARRANGEMENT is made and binds the parties and the heirs, representatives and administrators of BB. and CC. as under:

1. That the said city house at \_\_\_\_\_\_\_\_\_.belonging to AA numbered \_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_ Street shall from the date hereof, or as soon as may be, be occupied free of rent but subject to the payment from the date of occupation of all taxes, cesses and rates together with costs of maintenance, by the said BB. and her husband and children.

2. That the said BB. and CC. jointly and severally are hereby authorized and empowered to take in their own behalf or on behalf of the said AA. all and such legal or other proceedings as may be necessary for the adjustment of the present tenant at their cost and thereafter to have and to hold the said city house at \_\_\_\_\_\_\_\_\_ for their residential or office or both purposes.

3. That in consideration of the said arrangement, provided it comes into force, the said BB. and her husband, the said CC. shall pay a life annuity to DE. at the rate of Rs.\_\_\_\_\_\_\_\_\_ monthly commencing from the death of AA. in the event of AA. pre-deceasing his wife, the said DE.

IN WITNESS whereof the said AA., the said BB. and the said CC. have hereunto signed at \_\_\_\_\_\_\_\_\_ the day and the year first above-written.

Witnesses:

1.

Address

Sd. AA.

Sd. BB

2. Address

Sd. CC.

**FAMILY SETTLEMENT (BETWEEN**

**THE HEIRS OF DECEASED)**

THIS FAMILY SETTLEMENT

 is made the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ in the year 20 \_\_\_\_\_\_\_\_\_,

 BETWEEN

 AA.,………………………………………………..

 age \_\_\_\_\_\_\_\_\_ year

 alleged adopted son of E.F \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the First Party) of the one part

 CC………………………………………..

 age…………………………………..

 alleged daughter of FF.

 (hereinafter called the Second Party) of the second part;

And

 BB………………………………………………….,

 Age……………………………………….

 alleged widow of E.F.

(hereinafter called the Third Party) of the third part,

 all residents of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the city of \_\_\_\_\_\_\_\_\_

WHEREAS

 the said FF. (hereinafter called the Deceased) died on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at his residential house in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, leaving considerable property all detailed and described in Schedules A and B attached hereto;

AND WHEREAS the said AA., CC. and BB. claim and allege heir ship to the Deceased in their respective rights as described below and the said Second Party has served the other parties with a notice dated \_\_\_\_\_\_\_\_\_, and the Third Party has also served a notice dated \_\_\_\_\_\_\_\_\_\_\_\_, to the other parties claiming ownership and possession of the properties left by the Deceased;

AND WHEREAS it is alleged by AA. that he was duly adopted by the Deceased on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_, before the Deceased with his wife GG. left for Burma and settled down in that country;

AND WHEREAS it is alleged by CC. that she is the natural-born daughter of the said GG. and the Deceased, GG. having died soon after delivery in hospital in \_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_ when the said CC. was born;

AND WHEREAS it is alleged by BB. that she was duly married in Burma on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_ and is the lawful widow of the Deceased;

AND WHEREAS each party vehemently denies the claim of the others and it is evident that the family properties will be lost in the litigation which is imminent;

AND WHEREAS on the intervention of friends and well-wishers of the family;

THIS SETTLEMENT is made for the benefit of the family generally and for the purpose of avoiding family disputes and litigation whereby the parties are irrevocably bound as below:

1. That the First Party, the alleged adopted son, is in sole possession and occupation of the properties detailed and described at items 1 and 2 of Schedule A (List of Immovable Properties), which said properties the Deceased had acquired prior to his departure to and settlement in Burma and which said properties have ever since remained in the exclusive use of the said AA. shall continue to be held by the First Party, but now as heir of the Deceased in ownership and possession of the same.

2. That the Second Party, the alleged natural-born daughter of the Deceased by his Indian wife GG. is in sole possession and occupation of the properties detailed and described at items 3 and 4 of Schedule A and items 1 and 2 of Schedule B (List of Movable Properties) being fixed deposits standing in the joint names of the Deceased and CC. payable to either or survivor shall be retained by CC. as the Deceased heir in ownership and possession of the same.

3. That the Third Party, the alleged wife, now widow of the Deceased residing with the Deceased in the residential house described as item 5 of Schedule A, together with items 3 and 4 of Schedule B shall retain, own and possess the said properties as widow and heir of the Deceased.

4. That it is further hereby declared and agreed between the parties that this FAMILY SETTLEMENT ends all disputes between the parties relating to the respective rights and claims of the parties to the property of the Deceased and that each party for the purposes of this settlement admits the claim of the other.

IN WITNESS whereof the said AA. (the First Party), CC. (the Second Party) and BB. (the Third Party) have hereunto at \_\_\_\_\_\_\_\_\_ signed this deed the day and the year first above written.

Witnesses:

1. Sd. \_\_\_\_\_\_\_\_\_

First Party.

2. Sd. \_\_\_\_\_\_\_\_\_

Second Party.

3. Sd \_\_\_\_\_\_\_\_\_

Third Party

**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…………………………………………………………..

Rei……………………………………………………………..

 (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. .

**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. .

**Partition Deed**

This Deed of Partition made at (city) this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, year \_\_\_\_\_\_\_\_\_\_, between Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_, son of \_\_\_\_\_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called Party of the First Part, Shri \_\_\_\_\_\_\_\_\_\_\_\_, son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereinafter called Party of the Second Part, (3) Shri \_\_\_\_\_\_\_\_\_\_\_\_\_, son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called Party of the Third Part

Whereas Shri \_\_\_\_\_\_\_\_\_\_\_ is the Karta and Manager of the joint and undivided Hindu family, carrying on the activities under the name and style of "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" (hereinafter referred to as "the said \_\_\_", consisting of the said \_\_\_\_\_\_\_\_\_\_\_, his wife, the said \_\_\_\_\_\_\_\_\_\_, and the said \_\_\_\_.

And Whereas the said \_\_\_\_\_\_\_ owned and possessed immediately before the partition one telephones Nos. \_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_, \_\_ shares in \_\_\_\_\_\_\_\_ Ltd. Bank balance of Rs.\_\_\_\_\_\_\_ with \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_ Bank The HUF had also incurred certain liabilities.

And Whereas the parties hereto have agreed on the \_\_\_ day of \_\_\_\_\_ to have a total partition all the assets held by the said HUF on such partition :-

\_\_\_ Shares of \_\_\_\_\_\_\_\_\_\_\_\_\_ Ltd. Rs. \_\_\_\_\_\_\_/-

\_\_\_ Shares of \_\_\_\_\_\_\_\_\_\_\_\_\_ Ltd. Rs. \_\_\_\_\_\_\_/-

Total Rs.\_\_\_\_\_\_\_\_/-

the above named shares will be transferred to \_\_\_\_\_\_\_\_ on receipt of Rs.\_\_\_\_\_\_\_\_/-

And Whereas the net capital of the said HUF immediately before the full partition is Rs.\_\_\_\_\_\_\_\_ consisting of Rs.\_\_\_\_\_\_\_ as bank balance and Rs.\_\_\_\_/-

And Whereas the parties hereto are desirous of affecting the full partition of the said HUF by donating the entire amount to a charitable trust.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY and between the parties hereto as under:

1.     The parties hereto hereby declare that the said HUF has been fully partitioned on the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2.     The parties hereto agree to donate the entire capital of Rs.\_\_\_\_\_\_- held by the said \_\_\_ to \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ ( a public charitable trust).

3.     The parties hereto have issued a cheque for donation of Rs.\_\_\_\_\_/- in favour of "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" immediately before the execution of these presents.

4.     The parties hereto agree to give further donation to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as and when any refund is received from the income-tax department.

5.     The said \_\_\_\_ has been allotted telephone number \_\_\_\_\_\_\_.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and year first hereinabove written.

Signed Sealed and Delivered by the

withinnamed

1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

in the presence of ............

WITNESSES:

1.

2.

**PARTITION IN JOINT HINDU FAMILY (MITAKSHRA)**

NOTE: In view of the decision of the Supreme Court in V. Tulasamma v. Keshava Murthy, (1977) 3 SCC 99: AIR 1977 SC 1944,

 a share received by a female Hindu at a partition of joint Hindu Family property will be her absolute property even if it is described as a life estate or a widow estate in the deed of partition.

THIS PARTITION

 is made the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 BETWEEN

 AA.,

 aged about \_\_\_\_\_\_\_\_\_\_\_\_ years

 hereinafter called the First Party

 AND

 BB

aged about\_\_\_\_\_\_\_\_\_\_\_\_\_.years,

 hereinafter called the Second Party, sons of the late CC. AND DD. aged about\_\_\_\_\_\_\_\_.years, widow of the said CC. and mother of the First and Second Party, hereinafter called the Third Party, all residents of\_\_\_\_\_\_\_\_.in the city of\_\_\_\_\_\_\_\_.

WHEREAS

 the said CC. was the Member of a Joint Hindu Family governed by the Mitakshara School of Hindu Law comprising the following:

AA., First party son of CC. the deceased,

BB., Second Party son of CC. the deceased,

DD., Widow of CC. mother of the First and Second party.

AND WHEREAS the said CC. died leaving considerable property some of which was ancestral, whilst most of which was his self-acquired property and after his demise in \_\_\_\_\_\_\_\_ AA. being the eldest son acquired membership of the family but as differences and disputes have arisen and the parties to this deed have mutually settled the said differences and disputes and are agreed that the properties, movable and immovable, given in Lists AA and C, made part of this deed be divided and given to the respective parties on the conditions and terms hereinafter appearing.

NOW THEREFORE THIS PARTITION WITNESSES:

1. That it is mutually agreed that the properties, movable and immovable, subject of this partition are of the value of Rs. 9,00,000預nd the value of the separated share shall be Rs. 3,00,000容ach which shall be the value for purposes of stamp duty.

2. That the properties given in List A shall heretofore belong absolutely to the First Party and the properties given in List B shall heretofore belong absolutely to the Second Party and the properties given in list C shall heretofore belong absolutely to DD.

3. That the respective documents and deeds of title pertaining to the properties have been handed over to their respective owners.

4. That this deed has been drawn up in triplicate and the stamped original shall remain with AA while the remaining two, bearing the registration endorsements remain with BB and DD.

IN WITNESS whereof the parties have hereto affixed their hands the day and the year first abovementioned.

Witness:

Sd. AA.

Sd. BB.

Sd. DD.

List A with value of each item and a total.

List B with value of each item and a total.

List C with value of each item and a total. .