

PARTITION DEED

THIS DEED OF PARTITION made at _____ this _____ day of

(1) Sri. _____, S/o. _____, Age _____ years,
Occupation _____, Residing at _____.
hereinafter referred to as the Party of the First Part.

(2) Sri. _____, S/o. _____, Age _____ years,
Occupation _____, Residing at _____.
hereinafter referred to as the Party of the Second Part.

(3) Sri. _____, S/o. _____, Age _____ years,
Occupation _____, Residing at _____.
hereinafter referred to as the Party of the Third Part.

(4)Etc.

WHEREAS;

1 (a) The parties hereto are the members and coparceners of their joint and undivided Hindu Family and as such own immovable properties consisting of land and building thereon and situate at _____ and more particularly described in Schedule "A" hereunder written and each of the parties hereto is entitled to share in the Schedule "A" property.

(b) Parties to this partition have thrown their properties described in Schedule "A" in the common hatch pot and declared themselves as these properties are belongs to Joint Family property.

2. The parties desire to effect a partition of the said properties between themselves as they no longer desire to continue as members and coparceners of their joint family property and desire to be separate in food, worship and estate.

3. The parties have agreed that the said Schedule "A" properties will be divided and partitioned in such a way that namely;

(a) The property described in the said First Schedule shall be allotted and belongs to the Party of the First Part exclusively,

(b) The property described in the said Second Schedule shall be allotted and belongs to the Party of the Second Part exclusively and,

(c) The property described in the said Third Schedule shall be allotted and belongs to the Party of the Third Part exclusively.

4. The parties hereto have proposed to effect and record the said partition in the manner following:

NOW THIS DEED WITNESSETH AS FOLLOW:

1. The parties have agreed that the said Schedule "A" properties will be divided and partitioned in such a way that namely;
 - (a) The property described in the said First Schedule shall be allotted and belongs to the Party of the First Part exclusively,
 - (b) The property described in the said Second Schedule shall be allotted and belongs to the Party of the Second Part exclusively and,
 - (c) The property described in the said Third Schedule shall be allotted and belongs to the Party of the Third Part exclusively.
2. In consideration aforesaid, each of the parties hereto grant and release all his/her 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/her freed and discharged from all rights, title, interest claims and demands of the other party hereto 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.
3. Each party covenants with the other that he/she has not done any act deed or thing whereby or by means whereof he/she is prevented from conveying and releasing the property to the other in the manner aforesaid.
4. Each party also covenants with the other that 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.
5. Each party hereto further covenants with the other that the latter will hereafter hold and stand possessed of the property allotted to him/her quietly and peacefully and enjoy the rents and profits thereof without any suit, interruption, claim or demand by the covenanting party, his/her heirs, executors administrators and assigns or any person claiming under him/her.
6. The original of the deed of partition will remain in the custody of the Party of the First Part and the duplicate copy hereof will remain in the custody of the Party of the Other Part.

7. And it is further agreed and declared that the title deeds relating to the properties and which are common to both of them and which are set out in the _____Schedule hereunder written shall remain with the Party of the First Part who has agreed to give a covenant for production in favour of the Party of the _____Part.

SCHEDULE "A"

(Details of Undivided properties belongs to Joint Family)

Sl. No.	Description of the Property	Property standing in the name of
1		
2		
3		
4 etc.		

FIRST SCHEDULE

(Property allotted to the share of Sri. _____ First part)

SECOND SCHEDULE

(Property allotted to the share of Sri. _____ Second part)

THIRD SCHEDULE

(Property allotted to the share of Sri. _____ Third part)

WITNESS:

1. FIRST PARTY

2. SECOND PARTY

3. THIRD PARTY

Etc.