

## 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 WHEREAS 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 WHEREAS 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 WHEREAS 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 WHEREAS on the aforesaid basis the parties herein have partitioned the said two properties in the manner indicated above.

AND WHEREAS the parties hereto hereby 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.