

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.

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WITNESSES;

1.

2.