

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 containingacres 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

.....