

DEED OF PARTITION WITH A CASH PAYMENT FOR EQUALISATION

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, grounds, 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.

1. 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 DOCUMENTS OF TITLE)