

DEED OF PARTIAL PARTITION OF HINDU UNDIVIDE FAMILY PROPERTY IN
RESPECT OF CERTAIN PROPERTY ONLY WHILE THE REST OF HINDU
UNDIVIDED FAMILY CONTINUES TO BE JOINT

THIS DEED OF PARTIAL PARTITION is made on the day of,
BETWEEN SN, son of ON, resident of (hereinafter called the first
party') of the first part, AND PN, son of ON, resident of, (hereinafter called
'second party') of the second part, AND PM, son of ON, resident of
(hereinafter called the 'third party') of the third part.

WHEREAS the said ON and his son the said SN, PN and PM form a Hindu undivided family, of
Bombay and Poona, are desirous to partition the properties referred to in Schedule appointed to this
deed without serving their Hindu undivided family Status.

NOW THIS DEED WITNESSES as follows :

1. Conveyance
- (1) That the properties which the above parties are desirous to partition without severing their
Hindu undivided family status are three houses in the city of Poona of equal valuation more
fully described in the Scheduled appended with this deed.
- (2) That on the advice of the friends of the family the parties agreed to divide the said property
amicably in lots and with this object the said ON prepared four equal lots of the said joint
property and lots were accordingly drawn and the lots mentioned in the First, Second, Third and
Fourth Schedules were drawn by the said ON, SN, PN and PM respectively.
- (3) That in pursuance of the aforesaid agreement the parties hereby agree and declare that the said
ON, SN, PN, PM shall hereinafter be separate owners of the properties mentioned in the each of
them shall hold and enjoy the property so allotted to him in severalty and free and discharged

from all claims and demands of the others thereto or concerning therewith, and all other properties belonging to the Hindu undivided family shall remain joint and intact as before as no partition of the Hindu undivided family has taken place amongst the parties.

1. Conveyance

It is agreed between the parties as follows :

- (i) That there is no encumbrance or charge on the property hereby partitioned and that if any encumbrance or charge is found to attach to any part of such property, all the parties shall be liable for the same in proportion of their shares in the joint property.
 - (ii) That 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.
 - (iii) That each party will at the cost of the person requiring the same do every such act or thing or may reasonably be required for further or more perfectly assuring the property hereby transferred by it to the other.
 - (iv) That the said ON shall have the custody of the deed together with the Schedules annexed thereto and will at the request and cost of the said parties produce the same for inspection and will produce the same in evidence.
 - (v) That 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 in any way affecting the title of the party requiring such production to the property hereby partitioned.
 - (vi) That whenever such interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained the expressions, " PN" and "PM" hereinbefore used will include respectively their heirs, successors, representatives and assigns.
2. Value.-That the properties hereby partitioned are valued at Rs..... which have been divided in three equal parts.

Name and address of property	Area of the property	Market value of the property
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IN WITNESS WHEREOF the said parties have set their hands to this deed of partial partition on the day and year first above mentioned.

Witnesses :

1.....

(Sd).....

(First Party)

2.....

IN WITNESS WHEREOF the said parties have set their hands to this deed of partial partition on the day and year first above mentioned.

1.....

(Sd).....

(First Part)

(Sd).....

(Second Party)

(Sd).....

(Third Party)