

PARTITION DEED

THIS DEED OF PARTITION EXECUTED AT _____ ON THIS
_____ DAY OF _____ 201__ :

BY:

1. Mr. _____, son of Mr. _____, aged about _____
years residing at . _____,(ID NO:) (Mobile no
)

hereinafter called the 'Party of First Part'.

2. Mr. _____, son of Mr. _____, aged about
_____ years, residing at _____ ,

(ID NO:) (Mobile no) hereinafter called the 'Party of Second
Part'.

The terms Parties of the First Part and Second Part wherever it may occur shall mean and include themselves, their heirs, legal representatives, executors, administrators and assigns.

THIS DEED OF PARTITION WITNESSETH AS FOLLOWS

WHEREAS the Father of the Parties of the First Part and Second Part namely Thiru. _____ was the sole, legal, true absolute and exclusive OWNER of the property viz.,

which is more fully and particularly described in the Schedule 'A' hereunder , which he has purchased from and out of his own funds and savings, without any ancestral nucleus, from Mr. _____ vide a Deed of absolute sale dated _____, duly Registered on the

file of the Sub Registrar, _____, as Document No. _____ of _____, of Book I,

Ever since the Father of the Parties of the First Part and Second Part namely Thiru. _____ has been in continuous, uninterrupted peaceful possession and enjoyment of the said property, with full powers of alienation, without any let or hindrances, paying all taxes and outgoing payable to the Government and Local Authorities.

The Father of the Parties of the First Part and Second Part namely Thiru. _____ died intestate on _____. Whereas the Tahsildar of _____ TALUK, _____ DISTRICT, has issued Legal Heirship Certificate, Vide _____ Dt. _____ to the effect that Tmt. _____ the wife of Late Thiru. _____ and the Parties of the First Part and Second Part herein are his legal heirs.

WHEREAS Tmt. _____ the Mother of Parties of the First Part and Second Part, died on _____ and subsequently the Parties of the First Part and Second Part have become the absolute owners of the SCHEDULE "A" mentioned property.

WHEREAS at present the Parties of the First Part and Second Part herein maintain good harmony and cordial family relationships, and;

WHEREAS the Parties herein felt that division of the Family Property morefully described under Schedule 'A', by metes and bounds is long over due and to avoid future misunderstanding between the parties and their successors, have decided to effect this partition.

NOW THIS DEED OF RELEASE WITNESSETH AS FOLLOWS:-

The RELEASOR hereby releases his 1/2 SHARE which is morefully described in the Schedule "B" mentioned Property, out of the Schedule "A" mentioned Property, in favour of the "RELEASEE" herein and hereafter

RELEASEE shall hold the Schedule "B" mentioned Property along with his 1/2 share, as absolute owner thereof and enjoy the same without any let, claim or demand from the RELEASOR or any body claiming through or under him.

The RELEASOR shall at the request and consent of the RELEASEE do all such acts, deed and things that may be necessary for morefully assuring the rights of the RELEASEE to the Schedule "B" mentioned Property hereby released.

The RELEASOR declares that the Schedule "B" mentioned Property is not the subject matter of any pending proceedings under any Central or State Statutes or attachment of Court, Corporation or Revenue Authority and RELEASOR further agree that the RELEASEE shall effect mutation in his name in the Revenue Records as the absolute owner of the Property hereby Released.

SCHEDULE "A" PROPERTY
(TOTAL PROPERTY)

SCHEDULE "B" PROPERTY
(PROPERTY RELEASED AND RELINQUISHED IN FAVOUR
OF THE RELEASEE HEREIN)

1/2 UNDIVIDED SHARE OF LAND AND BUILDING OUT OF SCHEDULE "A" MENTIONED PROPERTY.

Released Value of the Schedule "B" mentioned Property is
Rs. _____

IN WITNESS WHEREOF THE RELEASOR HAS AFFIXED HIS
SIGNATURE ON THE DAY, MONTH AND YEAR FIRST ABOVE
WRITTEN.

WITNESSES: -

1.

2.

RELEASOR