

Partition Deed

THIS PARTITION is made the . . . day of . . . BETWEEN AB of etc. of the first part, CD of etc. of the second part and EF of etc. of the third part.

Whereas AB is entitled to an undivided half share of and in all the properties described in the First, Second and Third Schedules hereto and hereinafter referred to as the said properties AND WHEREAS CD and EF are each entitled to an undivided one-fourth share of and in the said properties AND WHEREAS for the purpose of partition and/or division of the said properties into separate lots in accordance with the respective shares of the parties as aforesaid and for more convenient

and exclusive possession and better use occupation and enjoyment of the divided portions the said AB, CD, and EF have mutually agreed and decided to have the said properties partitioned by metes and bounds in the manner hereinafter appearing, viz., that the said AB shall accept the properties set out in the First Schedule, the said CD shall accept the properties in the Second Schedule and the said EF shall accept the properties mentioned in the Third Schedule hereto as their exclusive properties in lieu of their respective shares in the joint estate all questions as to accounts and mutual dealings having been waived And Whereas the said properties were valued by Sri..... Engineer/Surveyor AND WHEREAS on the basis of the report of the said Engineer/Surveyor the values of the properties in the Schedule are Rs...., Rs....and Rs....respectively And Whereas for equality of the partition the said AB and EF shall each pay to the said CD a sum of Rs....as owelty money which shall be a first charge on their respective allotments.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in pursuance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made under and by virtue of mutual transfers and releases hereunder effected, the said CD and EF hereby and hereunder grant, convey, transfer assure, assign, confirm and release unto the said AB ALL THAT the property (or properties) set forth in the First Schedule hereto together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said AB the sole and absolute owner of the property (or properties) comprised in the said First Schedule freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the other parts concerning the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the said CD and EF.

2. That in pursuance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made by virtue of the mutual transfers and release hereunder contained, the said AB and EF

do hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said CD ALL THAT the property (or properties) set forth in the Second Schedule hereto annexed together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said CD the sole and absolute owner of the property (or properties) comprised in the Second Schedule hereto freed and discharged from all rights in common and all claims and demands whatsoever of the other parties, concerning the same TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty as against AB and EF.

3. That in pursuance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made by virtue of mutual transfers and releases hereunder contained, the said AB and CD do hereby grant, convey, transfer, assign, assure and release unto the said EF ALL THAT the property set forth in the Third Schedule hereto together with all areas, sewers, drains, water and water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said EF as the sole and absolute owner of the property (or properties) comprised in the Third Schedule hereto freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the other parts concerning the same TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty as against the said AB and CD.

AND this Indenture furthermore witnesseth as follows:

(a) That the said AB shall have the custody and possession of all the documents of title as also the original of this deed and will at the request and costs of either CD or EF, his heirs, successors or assigns produce or cause to be produced all or any of them for inspection or as evidence on their behalf at all trials, examination or commission or otherwise as may be required by him or them and unless prevented by fire or any other inevitable accident keep them safe, unobliterated and uncanceled.

(b) That save and except the charge hereby created for dowelty money, the properties set forth in the First, Second and Third Schedules hereto annexed are free from encumbrances.

(c) That no party shall be entitled to any easements or quasi-easements over the allotments made to the other parties which are all hereby extinguished.

(d) The parties shall enter upon their respective allotments and hold, possess and enjoy the same in severalty absolutely against each other without any claim, demand or interruption whatsoever.

(e) Each party shall, at the request and costs of the other parties, do execute and perform or cause to be done, executed and performed all and every such acts, deeds and things or writings whatsoever as may be required for further better and more perfectly assuring the allotments hereunder made or for rectification of any error or omission.

(f) That none of the parties shall be entitled to sell or otherwise transfer his allotment to a stranger unless he has first offered the same to the other party or parties and in cases only when they or each one of them have refused to take the same at the best available market price.

(g) This partition shall not be reopened nor challenged under any circumstances by reason of any error or omission whatsoever, but the parties shall execute and register such further deed or deeds or writings as may be necessary to rectify the error or errors or implement the omission or omissions.

In Witness whereof, etc.

Signed, sealed and delivered

AB
CD
EF

Witness—

The First Schedule above referred to

* * *

The Second Schedule above referred to

* * *

The Third Schedule above referred to

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