

## DEED OF PARTITION

This **DEED OF PARTITION** executed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 201X  
between

1. \_\_\_\_\_ S/o \_\_\_\_\_ residing at \_\_\_\_\_
2. \_\_\_\_\_ S/o \_\_\_\_\_ residing at \_\_\_\_\_

Which term shall mean and include their respective heirs, legal representatives, executors, administrators, assigns etc.

**WHEREAS** the property more fully set out in the Schedule A hereunder are the properties of the late \_\_\_\_\_ who died in testate at \_\_\_\_\_ on \_\_\_\_\_ leaving the parties herein as Class I legal heirs to succeed the said property;

**WHEREAS** the parties herein have been enjoying the property more fully described in the Schedule A hereunder-in common.

**WHEREAS** certain misunderstanding arose between the parties herein and in order to avoid the same and to preserve the dignity of the family and its members, it has been decided to settle the issue in a fair and cheerful manner;

### **NOW THIS DEED OF PARTITION WITNESSETH:**

**THAT** in pursuance of the above, the Parties herein mutually agree as follows:

**1. THAT** \_\_\_\_\_ Party of the First Part is allotted the property more fully described in the Schedule B hereunder and the said Party of First Part shall henceforth be separate and exclusive owner of the said property allotted to her.

**2. THAT** \_\_\_\_\_ Party of the Second Part is allotted the property more fully described in the Schedule C hereunder and the said Party of First Part shall henceforth be separate and exclusive owner of the said property allotted to her.

**3. Each** of the Parties herein shall hereafter hold and enjoy the property so allotted in severalty and freed and discharged from all claims and demands of the other thereto subject however to the terms and conditions hereinafter set forth.

**4. Each** of the Parties herein releases has no manner of any right and interest in property allotted to others so much so that each of the parties hereto is the sole and absolute owner in his/her right of the properties allotted to him/her in the relevant Schedules.

**5.** There are no encumbrances or charges on the properties hereby partitioned.

6.The property hereby allotted to each party has been entered upon this day and henceforth beheld in severalty by such party without any interruption or disturbance by the other or any one claiming through or under him/her.

7.**Each** of the parties herein shall meet all the liabilities in respect of the public charges, taxes, including urban land tax and other taxes attributable to the ownership of the respective property allotted to each of them herein from this day onwards.

8.**Each** of the parties hereto shall at the cost of the other so requiring the same do every such act or thing as may reasonably be required for further and more particularly assuring the property hereby allotted to such party.

**Schedule A**  
**(Total Property Partitioned)**

Market Value of the property

**Schedule B**  
**(Property allotted to the First Party)**

Market value of the property

**Schedule C**  
**(Property allotted to the Second Party)**

Market value of the property

In **Witness whereof** the parties hereto have signed on the day, month and year first above written in the presence of

**WITNESSES:**

**First Party**

**Second Party**