

## FAMILY SETTLEMENT DEED

This Family Settlement Deed is executed at ..... (place), on .....(date and month) of ..... (year) between:

..... Son of/ Daughter of ....., Resident of ..... (hereinafter referred to as **party "A"**) and ..... Son of/ Daughter of....., Resident of .....(hereinafter referred to as **party "B"**)

**WHEREAS** the property more fully set out in the Schedule A hereunder is the self-acquired property of ..... Son of/ Daughter of ..... Resident of ..... is the owner in possession of residential house constructed on plot measuring ..... situated at ..... (aged ..... years) out of natural love and affection have transferred the ownership rights of the property set out in Schedule A in the name of Party A and B vide Transfer Deed dated \_\_\_\_\_ and Registration No. \_\_\_\_\_ and No ..... (hereinafter referred as the **"Transfer Deeds"**).

**WHEREAS** in order to avoid any ambiguity and future conflicts between the parties and legal heirs thereto, the parties are desirous to classify their shares and ownership in the property as set out in Schedule A.

### **NOW THIS DEED OF FAMILY SETTLEMENT WITNESSETH:**

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

1. That in the event of the demise of ....., the property as set-out in Schedule A shall be allotted and classified in the following manner:
  - a) **THAT** Party A is allotted the property more fully described in the Schedule B hereunder and the Party A shall henceforth be separate and exclusive owner of the said property allotted to him.
  - b) **THAT** Party B is allotted the property more fully described in the Schedule C hereunder and the Party B shall henceforth be separate and exclusive owner of the said property allotted to him.
2. That the parties to this of Family Settlement Deed recognize and accept each other as absolute owner in possession of respective portions in the said house mentioned hereinabove which is being vested in them by virtue of this Family Settlement Deed.

3. That in the event of demise of ....., partition would be effective immediately from the date of demise of .....
4. In the event, Party A is desirous to sell its property as fully described in Schedule B, then Party A shall make the first offer of sale to Party B on the market rate prevailing on the date of offer. Similarly, if Party B is desirous to sell its property as fully described in Schedule C, then Party B shall make the first offer to Party A on the market rate prevailing on the date of offer.
5. That if any of the Parties to the family Settlement Deed wishes to use the portion of another party, then the party who wishes to use the portion of another party have to pay Rent at the market prevailing rate.
6. Each Party herein shall hereafter hold and enjoy the property so allotted in severalty and freed and discharge from all claims and demands of the other thereto subject however to the terms and conditions hereinafter set forth.
7. Each Party in no manner have any right and interest in property allotted to other Party and each party hereto is the sole and absolute owner of the property allotted to him in the relevant and respective Schedules.
8. There are no encumbrances or charges on the properties hereby partitioned.
9. The property hereby allotted to each party has been entered upon this day and henceforth be held in severalty by such party without any interruption or disturbance by the other or anyone claiming through or under him/her.
10. 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 the day of allotment.
11. 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.
12. In the event of demise of any of the party before the demise of ....., then the Class-I Heirs (As per Hindu Succession Act) of the parties shall step into their shoes and would be having the same rights and duties (jointly or individually as per the situation) in this settlement deed as of the demised party.

**Schedule A**  
**(Total Property Partitioned)**  
**Address of the property**  
Market Value of the property  
Rs..... lacs approx..

**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**