PARTITION DEED

THIS PARTITION DEED is made and executed on this the 05th day of September 2020 by and between :

1. **Smt. SAROJA. M** (Aadhaar No. 3097 9893 4198),aged about 48 years, W/o. Sri. M. Mittalal, residing at No. 1430, Navagraha Temple Street, K.R. Mohalla, Mysore (hereinafter referred to as the FIRST PARTY).
2. **SIMRAN** (Aadhaar No. 9772 6214 2291),aged about 24 years, S/o. Sri. M. Mittalal, residing at No. 1430, Navagraha Temple Street, K.R. Mohalla, Mysore (hereinafter referred to as the SECOND PARTY).
3. **DARSHANA. M GANDHI** (Aadhaar No. 8313 3942 6867),aged about 22 years, S/o. Sri. M. Mittalal, residing at No. 1430, Navagraha Temple Street, K.R. Mohalla, Mysore (hereinafter referred to as the THIRD PARTY).

Whereas the schedule mentioned property bearing **Site No. 21,** measuring East to West : 18.00 Mtrs, North to South : (18.10+15.55)/2 Mtrs., situated in a residential layout named as **SILVER SPRINGS** formed in converted land bearing Sy No. 2/3 measuring an extent of 1 Acre 17 guntas, Sy No. 3/1 measuring an extent of 3 Acres 03 guntas, Sy No. 3/2 measuring an extent of 3 Acres 03 guntas totally measuring 7 Acres 23 guntas situated at Maratikyathanahalli Village, Jayapura Hobli, Mysore Taluk, Mysore District which was morefully described in the schedule below.

Whereas the said property was acquired by Sri. M. Mittalal by virtue of Partition Deed on 30-07-2019 and the Partition Deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-04381/2019-20 of Book I stored at C.D No. MYWD 264 dated 01-08-2019 and the khata of the said property was registered in favour of Sri. M. Mittalal by MUDA, Mysore on 14-08-2019 and paid tax to the concerned authority.

And whereas the said property was Gifted by Sri. M. Mittalal in favour of Smt. Saroja. M on 08-01-2020 and the Gift Deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-**10624**/2019-20 of Book I stored at C.D No. MYWD 378 and the khata of the said property was transferred in favour of the First Party Smt. Saroja. M by MUDA, Mysore after collecting the transfer fee of Rs. 4,000/- vide challan No. 33551 dated 21-01-2020 and obtained Khata Transfer Certificate from MUDA, Mysore on 21-01-2020 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-32738/19-20 and paid upto date tax to the concerned authorities.

AND WHEREAS the aforesaid parties have mutually agreed to divide the said properties amongst themselves in order to avoid any future dispute with regards to the said property.

The above said parties have distributed the schedule properties among themselves equally as per the mutual discussions such as, schedule A movable property belongs to party of first part Smt. Saroja. M, schedule B immovable Property belongs to party of Second part Simran and schedule C immovable Property belongs to party of Third part Darshana M Gandhi.

The parties desire to effect a partition of the said property between themselves and desire to be separate in estate. The parties have agreed that the above said property will be divided and partitioned in such a way that the property described in the A, B and C Schedule shall be allotted and belongs to the respective parties.

The parties hereto have proposed to effect and record the said partition in the manner following :

NOW THIS DEED WITNESSETH AS FOLLOWS –

* Each of the parties hereto doth grant and release all their undivided share, right, title and interest in the property allotted to the other of them as aforesaid so as to constitute each party will be the sole and absolute owner of the property allotted to them, free and discharged

from all claims and demands of the other party hereto or concerning the same but subject to the payment of all taxes, rates, dues and duties and assessment payable to Government or Municipal Corporation or any other local body in respect thereof.

* Each party covenants with the other that they have not done any act deed or thing whereby or by means whereof they prevented from conveying and releasing the property to the other in the manner aforesaid.
* Each party hereto further covenants with the other that the latter will hereafter hold and stand possessed of the property allotted to them, quietly and peacefully and enjoy rents and profits thereof without any suit, interruption claim or demand by the covenanting party, their heirs, executors administrators and assigns or any person claiming under him.
* The respective parties have entitled to enjoy the schedule property hereinafter by way of sale, mortgage, lease, gift etc., and shall enjoy all the available resources like water, minerals, etc., and enjoy the benefits accrued in the schedule property.

**SCHEDULE ‘A’**

**Allotted to the share of First party Smt. Saroja. M**

Joint family funds of Rs. 10,000/- (Rupees Ten Thousand only).

**SCHEDULE ‘B’**

**Allotted to the share of Second party Simran.**

All that piece and parcel of the property bearing Site No. 21,measuring East to West : 18.00 Mtrs, North to South : (18.10+15.55)/2 Mtrs in all measuring 302.85 Sq.Mtrs., out of which East portion measuring **East to West : 9.00 Mtrs, North to South : (16.83+18.00)/2 Mtrs** **in all 156.73 Sq.Mtrs** demarcated as **Site No. 21/B,** situated in a residential layout named as **SILVER SPRINGS** totally measuring 7 Acres 23 guntas situated at Maratikyathanahalli Village, Jayapura Hobli, Mysore Taluk, Mysore District, bounded on :

## East by : Site No. 19 and 20

West by : Remaining property of Site No. 21

belongs to Darshana M Gandhi

North by : Site No. 22

South by : Road

**SCHEDULE ‘C’**

**Allotted to the share of Third party Darshana M Gandhi.**

All that piece and parcel of the property bearing Site No. 21,measuring East to West : 18.00 Mtrs, North to South : (18.10+15.55)/2 Mtrs in all measuring 302.85 Sq.Mtrs., out of which West portion measuring **East to West : 9.00 Mtrs, North to South : (15.55+16.83)/2 Mtrs in all measuring 145.71 Sq.Mtrs.,** demarcated as **Site No. 21/A,** situated in a residential layout named as **SILVER SPRINGS** totally measuring 7 Acres 23 guntas situated at Maratikyathanahalli Village, Jayapura Hobli, Mysore Taluk, Mysore District, bounded on :

## East by : Remaining property of Site No. 21

## belongs to Simran

West by : Road

North by : Site No. 22

South by : Road

This Deed of Partition is prepared on the basis of information and documents provided by the parties and this document is printed in two copies and the second and third party have retained one copy.

IN WITNESS WHEREOF the parties have set their hands unto this deed on the date, month, and the year and at the place first hereinabove mentioned.

**Witnesses :**

**1.**

**FIRST PARTY**

**2.**

**SECOND PARTY**

**THIRD PARTY**

DRAFTED BY:-

**K. R. UDAYA KUMAR**

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