**DEED EVIDENCING ORAL PARTITION**

This **MEMORANDUM OF PARTITION** (this “MEMORANDUM”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the ‘’Effective Date’’) at \_\_\_\_\_\_\_\_\_[[Place]] and puts on record the oral partition.

**BETWEEN:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name of Co-owner]] son of \_\_\_\_\_\_\_\_\_\_\_\_ [[father’s name of co-owner]] residing at\_\_\_\_\_\_\_\_\_\_\_\_\_[[Place of Residence]] which term shall mean and include their respective heirs, legal representatives, executors, administrators, assigns thereinafter called Party of the First Part.

**AND:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name of Co-owner]] son of \_\_\_\_\_\_\_\_\_\_\_\_ [[father’s name of co-owner]] residing at\_\_\_\_\_\_\_\_\_\_\_\_\_[[Place of Residence]] which term shall mean and include their respective heirs, legal representatives, executors, administrators, assigns thereinafter called Party of the Second Part.

**PREAMBLE**

WHEREAS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Name of deceased]] died intestate on the \_\_\_\_\_\_\_\_\_\_[[Date of Death]], leaving [[Number of legal heirs (son, daughters and others)]], named above, entitled to the properties, movable and immovable, left by \_\_\_\_\_\_\_\_\_\_\_\_\_[[Name of deceased]].

WHEREAS difference and disputes arose between the said \_\_\_\_\_[[Number of legal heirs (son, daughters and others)]]who approached \_\_\_\_\_\_\_\_\_\_\_\_[[Name of Distributor]] to divide and distribute the properties between them.

WHEREAS, the said \_\_\_\_\_\_\_\_\_\_\_\_[[Name of Distributor]] on the\_\_\_\_\_[[Date of Distribution]], before the parties divided all the movable property in \_\_\_\_ [[Number of parties]] equal shares as per list attached and allotted the first \_\_\_\_\_[[ Number of items]]items to\_\_\_\_[[The First Party]] and the next \_\_\_\_\_[[Number of items]] items to\_\_\_\_\_[[The Second Party]]

WHEREAS, the parties have accepted the said partition as final, conclusive and binding upon them.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Memorandum and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OBLIGATIONS OF THE PARTIES.
   1. The original deed of partition shall be retained by first party, at true copy thereof signed by each party has been delivered to the other said parties who shall be entitled to require production of the original from the first party before any Court or public office or Bank or Insurance Company etc. if so
   2. Each party will execute such deed or do all other acts necessary which may be requisite for more effectually assuring the party so requiring and at his cost, in the manner required by law and appear before revenue or other authorities to have mutation effected in respect of the party assigned to the party concerned.
   3. Each party covenants with the other that he has not done any act, deed or thing whereby or by means where of he is prevented from conveying and releasing the property to the other in the manner aforesaid.
   4. Each party hereto further covenants with the other that the latter will hereafter hold and stand possessed of the property allotted to him quietly and peacefully and enjoy the rents and profits thereof without any suit, interruption, claim or demand by the covenanting party, his heirs, executors, administrators and assigns or any person claiming under him.
2. FEES AND EXPENSES
   1. That the valuation of the entire property under this partition-deed is fixed at \_\_\_\_\_\_\_\_\_\_\_[[Amount of Properties]]
   2. Parties have agreed that all taxes and public charges in respect of the allotted properties shall be borne by the parties themselves.
3. REPRESENTATIONS

Each party hereby represents and warrants to that:

* 1. Each party has all required competency to enter into this Memorandum and be bound by the obligations provided hereunder;

1. DISPUTES AND RESOLUTIONS - ARBITRATION:
   1. In the event of any dispute, difference or controversy arising between the Co-Owner in the performance, interpretation, implementation or application of this memorandum, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
   2. The Seat of Arbitration will be in Jaipur and all Arbitration proceedings will be conducted in Jaipur.
2. GENERAL PROVISIONS.
   1. Applicable law

This Agreement shall be governed by and interpreted in accordance with the laws of the India, without reference to its conflict of law provisions, and the laws of India applicable therein. All disputes arising under this Agreement will be referred to the courts situated in India which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts.

* 1. Currency

All references to monetary amounts in this Memorandum shall be to Indian currency.

* 1. Non-solicitation

Unless given prior written consent by the parties, which consent may require a payment to the party, each Party agrees that it will not, during the Initial Term, knowingly solicit or hire any employee of the other Party who is directly involved in providing the Services herein.

* 1. Absence of presumption

No presumption shall operate in favor of or against any Party hereto as a result of any responsibility that any Party may have had for drafting this Memorandum.

* 1. Language clause

It is hereby agreed that both parties specifically require that this Agreement and any notices, consents, authorizations, communications and approvals be drawn up in the English language.

* 1. Interpretation

The headings and section numbers appearing in this Agreement or any Schedule attached hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

* 1. Severability

If for any reason whatsoever, any term or condition of this Memorandum or the application thereof to any Party or circumstance is, to any extent, invalid or unenforceable, all other terms and conditions of this Memorandum and/or the application of such terms and conditions to the parties or circumstances shall not be affected thereby and shall be separately valid and enforceable to the fullest extent permitted by law.

* 1. Waiver

No waiver by either Party of any obligation, restriction or remedy under this Agreement shall be valid unless by specific written instrument. No acceptance by a Party of any payment by another Party and no failure, refusal or neglect of any Party to exercise any right under this Memorandum or to insist upon full compliance by the other Party with its obligations hereunder, shall constitute a waiver of any other provision of this Memorandum or any further or subsequent non-compliance with the same or any other provision.

* 1. Binding Nature

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective (as applicable) successors and assigns.

* 1. Counterparts

This Agreement may be signed in counterparts, and by use of facsimile signatures, each of which when signed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

* 1. Merger Clause:

A merger or integration clause states that the current written contract overrides any previous oral or written agreements.

Indemnification Clause: These agreements indemnify (release from liability) the other party in the event that losses or expenses are incurred. These should be used with caution, as they could limit the ability to recover damages for losses

* 1. Signature and Subscription

This memorandum is drawn up before the parties and the arbitrator, who have subscribed their signatures thereto in order to signify the correctness of the facts mentioned above.

* 1. Severability Clause:

This ensures that the remainder of the contract is enforceable even if one part of the contract is determined to be invalid. Without such a clause, it’s possible for the entire contract to be invalidated by the court if only one provision is found to be invalid. Also called a savings clause.

Arbitration Clause: States that any legal disputes are to be resolved through arbitration rather than litigation.

* 1. Liquidated Damages Clause:

Allows the non-breaching party to recover damages in the event that actual damages are difficult to calculate. However, the amount of liquidated damages needs to be reasonable in light of the circumstances.

* 1. Attorney Fees Clause:

These state that the losing party shall reimburse the other party for attorney’s fees (and sometimes other court fees and costs).

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

[[First Party ]] [[Second Party ]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Name]] [[Name]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Title]] [[Title]]

[[Signature]] [[Signature]]

WITNESSES

1. [[Name of the Witness:]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature]

1. [[Name of the Witness:]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature]

**Details of variables**

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| Sr. No. | Particulars | Choices/option | Variables | Comments |
|  | Choose the type of document |  |  |  |
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|  | First Party |  | Name  Father’s Name  Age  Address  Upload Photo |  |
|  | Second Party |  | Name  Father’s Name  Age  Address  Upload Photo |  |
|  | Third Party / Nominee |  | Name  Father’s Name  Age  Address  Upload Photo |  |
|  | Date & Place |  | Date  Place |  |
|  | Address |  | House No.  Street  Locality  Village  Tehsil/Taluka  District  PIN |  |
|  | Location of the property/ boundary |  | East  West  North  South |  |
|  | Bank Details |  | Amount  Cheque No.  Date  Branch  Bank |  |
|  | Measurement of Land/plot |  | North side East to West =  South side East to West =  East side North to South =  West side North to South = |  |
|  | Family | married |  |  |
| unmarried |  |  |
|  | Property Details | Address |  |  |
| Area |  |  |
|  | Mode of Payment | Cheque | Amount  Cheque No.  Date  Branch  Bank |  |
| DD | Amount  Cheque No.  Date  Branch  Bank |  |
| Online Transfer | Amount  Online Transfer Reference No.  Date  Bank |  |
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|  | Starting date and Duration |  | Start Date  Duration |  |
|  | Dispute | Notice Period | Days |  |
| Courts | Place of Jurisdiction |  |
| Arbitration | Arbitration clause |  |
|  | Remuneration | Total |  |  |
| Salary Break up | HRA |  |
| Provident Fund |  |
| Medical Insurance |  |
| Transport |  |
| Others |  |
|  | Others |  |  |  |
|  | Company Details |  | Name  Address |  |
|  | Optional |  | Write your own |  |
|  | Witness 1 |  | Name  Father’s Name  Age  Address  Signature/ eSign  Upload Photo |  |
|  | Witness 2 |  | Name  Father’s Name  Age  Address  Signature/ eSign  Upload Photo |  |
|  | Signature |  | Signature/ eSign  Upload Photo  Date  Place  email  Mobile No. |  |