**DEED OF FAMILY SETTLEMENT FOR DIVISION OF PROPERTIES LEFT BY A DECEASED BETWEEN SON AND DAUGHTERS WHERE SON PAYS MONEY TO DAUGHTERS**

**THIS DEED** of family arrangement is made at………………on this………………day of………………between A son of Shri………………resident of……………… (hereinafter called the FIRST PARTY) and Smt. B wife of Shri ........... resident of………………(hereinafter called the SECOND PARTY) and Smt. C wife of Shri ……………… resident of………………(hereinafter called the THIRD PARTY) and Shri D ………………son of………………resident of………………(hereinafter called the FOURTH PARTY).

**WHEREAS**

(1) By his will dated……………E son of late Shri……………resident of……………appointed the fourth party as the executors thereof and...........as……………gave his movable and immovable assets unto his children the first party, second party and the third party in equal shares.

(2) The said E died on……………and the executors obtained the probate of the said will from the……………District Court on……………

(3)The executor has paid the funeral and testamentary expenses of the testator and all his debts which have come to his knowledge out of the estate of the testator.

(4)The estate of the said E now in the hands of the executors consists of the immovable property described in the First Schedule hereunder written and the investments, particulars whereof are described in the Second and Third Schedules hereunder written respectively.

(5)The parties hereto of the first three parts are desirous that the first party shall receive the immovable property and the second party shall receive the investments specified in the Second Schedule hereunder written and that the third party shall receive the investments specified in the Third Schedule hereunder written as absolute owners.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

(1)The first party shall pay to each of the second and third parties the sum of Rs . ........

 (2) On the making of payment as aforesaid, the executors shall. assent to the vesting of the immovable property described in the First Schedule hereunder written in the first party as absolute owners.

(3)The executors shall transfer the investment specified in Second and Third Schedules to the second and third parties respectively and they will become the absolute owners of the said investments.

(4)It is expressely agreed by and between the parties hereto of the first three parts that they shall not claim any rights under the said will, save as hereinabove provided and they shall release and indemnify the executor from and against all actions, proceedings, claims and demands in respect of the assent and transfers hereinbefore agreed to be made.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their hands to this writing, the day and year first hereinabove written

 The First Schedule above referred to

 (Description of immovable property)

 The Second Schedule above referred to

 (Particulars of investments to be transferred to second party)

 The Third Schedule above referred to

 (Particulars of investments to be transferred to third party)

**WITNESSES**

 Signed and delivered by the within named first party

 Signed and delivered by the within named second party

Signed and delivered by the within named third party

 Signed and delivered by the within named fourth party