**DRAFT OF MEMORANDUM RECORDING ORAL FAMILY SETTLEMENT**

**THIS MEMORANDUM RECORDING ORAL FAMILY SETTLEMENT** is made at \_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ between Shri \_\_\_\_\_\_\_\_\_\_\_\_ an Indian inhabitant residing at \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ (hereinafter called "**the Party of the First Part**") of the **FIRST PART**,

AND

Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_, an Indian inhabitant residing at \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Party of the Second Part") of the **SECOND PART**

 AND

 Shri \_\_\_\_\_\_\_\_\_, also an Indian inhabitant residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Party of the Third Part") of the **THIRD PART.**

**WHEREAS:**

1. The parties hereto are related to each other, the party of the first part being the \_\_\_\_\_\_\_\_\_\_\_\_ of the party of the Second Part etc
2. Severe conflicts and disagreements have arisen between the parties involved in relation to the\_\_\_\_\_\_\_\_\_\_, which have disturbed the stability and stability of the family and also damaged company and family relations and threatened to proceed to litigation.
3. With a view to resolving the aforesaid disputes arising out of the conflicting claims made by the parties hereto, as mentioned above, and in order to resolve all outstanding disputes on a permanent basis once and for a settlement, a compromise was reached to ensure the peace and harmony of the family after considering what was best in the interests of the parties and in the hope that the settlement would result in achieving friendship and goodwill between the Parties, it was agreed that the parties and it was agreed that the resolution would be final and binding on all the parties involved and that any future disagreements or conflicts between the parties would be avoided.
4. The parties hereto have come to a settlement after the above-mentioned meeting, with the aid of mutual friends, in order to address disputes and differences, and a Memorandum of Understanding on certain terms and conditions has been drawn up in order to prevent any potential disputes and differences between the parties hereto, and that this Memorandum has been entered into to record certain terms and conditions.

**NOW THEREFORE THIS MEMORANDUM OF FAMILY SETTLEMENT WITNESSETH THE SAID TERMS AND CONDITIONS AS FOLLOWS:**

1. In pursuance of the said agreement and in consideration of the premises, the parties hereto agree that the Party of the Third Part shall apply to the Court for grant of letters of administration with the will annexed of the estate of the late \_\_\_\_\_\_\_\_\_\_\_, the deceased.
2. Without prejudice to their right to inherit their shares in the estate of the deceased as hereinafter laid down and decided upon by the parties hereto, the heirs shall send their letters of consent to the third party for receiving of the administrative letters referred to above.
3. In light of the premises, the Party of the Third Part will following the letters of organization have been gotten award, convey and move 33% of the said properties and resources (in the wake of separating an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_/ - for releasing the liabilities of the late \_\_\_\_\_\_\_\_\_\_\_\_\_ and furthermore to meet the costs for the award of letters of organization for the Party of the Third Part.) to every one of the said beneficiaries and hold the leftover 33% for himself.
4. An inventory of the assets of the deceased and of the respective agreed values thereof, is listed in Part I of the annexure B, hereto. A list of the debts due and owing by the estate of the deceased is listed in Part II of the said Annexure B hereto. An estimated sum of Rs\_\_\_\_\_\_ has been taken into consideration and set apart by the Parties in a separate Savings Bank Account no. with \_\_\_\_\_\_\_\_\_\_ Bank, \_\_\_\_\_\_\_\_\_\_\_\_\_ Branch, towards the expenses of obtaining the Probate / Letters of Administration with the will annexed and the transfer / distribution of the estate of the deceased in accordance herewith and the said sum shall be utilized by the parties hereto, accordingly. In case of any deficit in meeting the debts of the deceased and/ or the expenses of proving the Will and distribution of the estate, the parties hereto, shall contribute equally to such deficit.
5. After setting aside amounts to meet the debts of the deceased and the projected costs of the distribution of the estate, the properties assigned to the said Party of the First Party pursuant to the Family Settlement are more clearly defined in the First Schedule as set out herein. Similarly, the properties assigned to the said Party of the Second Part under the Family Settlement are more clearly defined in the Second Schedule hereunder in writing. The assets assigned to the third party pursuant to the Family Settlement are more clearly defined in the Third Schedule hereunder in writing.
6. All costs of and incidental to the issuing of the administrative letters, as well as the transfer of the shares to the parties concerned, shall be paid out of the estate of the deceased.
7. It is specifically decided by and between the parties hereto that the heirs shall not claim any rights under the said codicil and that the third party shall not claim any rights under the said codicil after receiving the administrative letters annexed thereto, except as previously given.
8. The parties hereby confirm and announce that all conflicts and disagreements between them have been resolved and that neither of the parties has any more or other arguments or requests of any sort against the others or others of them.
9. The parties hereby expressly accept and announce that they have reached this Family Agreement in order to put an end to current and future conflicts between the parties and to bring about friendship and goodwill among them and to preserve peace and bring about harmony within the family. The parties hereto further agree and declare that the terms of the Memorandum of Family Settlement, which have been concluded between them and reported herein, are equitable and bona fide and in the interest of all the parties.
10. The Parties hereto shall sign and execute or cause to be signed and executed all such papers, deeds, writings and/or directions as may be required to give effect to the Family Agreement reached between the Parties hereto. On \_\_\_\_\_\_\_\_\_\_\_ and which is recorded in this Memorandum of Family Arrangement-cum-Compromise.

**Annexure 'A'**

**(Copy to the Will)**

**Annexure 'B'**

**Part I:List of assets of the deceased and estimated agreed values**

**Thereof.**

**The first schedule hereinabove referred to**

(The assets allotted to the said the Party of the First Part)

**Part IV: List of Debts of the Deceased.**

**The Second schedule hereinabove referred to**

(The assts allotted to the said the Party of the Second Part)

**The third schedule hereinabove referred to**

(The assets allotted to the said the Party of the Third Part)

IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by

the Party of the First Part

Shri..........................

in the presence of \_\_\_\_\_\_\_\_\_\_\_

SIGNED AND DELIVERED by

**the Party of the Second Part }**

Shri..........................

in the presence of \_\_\_\_\_\_\_\_\_\_\_

SIGNED AND DELIVERED by

**the Party of the Third Part }**

Shri.........................

in the presence of \_\_\_\_\_\_\_\_\_\_\_\_