**DEED OF FAMILY ARRANGEMENT**

This **Deed of Family Arrangement** (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’). at \_\_\_\_\_\_\_\_\_\_\_\_[[Place]].

**BETWEEN:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Name]], Son/Daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Father’s Name]], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident of [[Address]].

**AND:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[[Name]], Son/Daughter of \_\_\_\_\_\_\_\_\_\_\_\_ [[Father’s Name]], Resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Address]].

1. That the aforesaid parties constitute joint Hindu family owning and possessing a number of movable and immovable properties situated at various parts of the country, more precisely detailed in Schedule A, Schedule B, Schedule C, Schedule D and Schedule E “to this document”.

2. That in order to avoid any future property disputes between parties inter se, the aforesaid parties have entered into this agreement of the family arrangement voluntarily and of their own will whereby,—

**PREAMBLE**

WHEREAS, The late Mr. A and the late Mr. B who were full brothers constituted a Hindu Joint and Undivided Family consisting of themselves and their respective wives and children.;

WHEREAS The said two brothers were holding ancestral immoveable properties situated at several places in the country and were doing joint family business of various types on an extensive scale and held shares in certain limited companies floated by them under different names;

WHEREAS, The said two brothers and their respective branches separated instate by a deed of partition dated \_\_\_\_\_\_\_[[date]] which is duly registered under the Registration Act, 1908.

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

1. DUTIES AND OBLIGATIONS OF THE FAMILY MEMBER
   1. use its best efforts to resolve the dispute amicably if it arises in future.
   2. To not go against the interest of the family property and family peace.
   3. Efforts should be done in favor of family arrangements that bring about harmony in a family and do justice to its various members and avoid, in anticipation, future disputes which might ruin them.
   4. This settlement must be respected as it is deemed to be resulting in establishing or ensuring amity and goodwill amongst persons bearing relationship with one another.
   5. That consideration having been passed by each of the disputants the settlement consisting of recognition of the right asserted by each other cannot be permitted to be impeached thereafter.
2. CONFIDENTIALITY.

Any Member to this agreement shall not, in any fashion, form, or manner, either directly or indirectly:

* 1. Disclose or communicate to any person any information relating to the Family’s business or the arrangement (the “Confidential Information”);
  2. Duplicate any Confidential information;
  3. Use any Confidential Information other than solely for the benefit of the Family; or
  4. Assist a third person in using any Confidential Information in any manner but solely for the benefit of the Family.

1. MANDATORY OBLIGATIONS OF THE PARTIES.
   1. Not disclose any Confidential Information to any person except to the persons who have a "need to know" to enable the member to fulfil its obligations hereunder.
   2. Take strict precautions, at a minimum those as the Member affords its own most secret or highly confidential information, to safeguard and protect from direct or indirect disclosure to any other person.
2. FEES AND EXPENSES
   1. The fees and payment for Family Arrangement shall be made according to the terms and conditions mentioned in this agreement.
3. TERM
   1. This Agreement will come into force as of the \_\_\_\_\_\_\_\_\_ [[Effective Date]].
4. DISPUTES AND RESOLUTIONS - ARBITRATION:
   1. In the event of any dispute, difference or controversy arising amongst family members in the performance, interpretation, implementation or application of this agreement, the members will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, any family member 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 \_\_\_\_\_\_\_\_\_\_[[place]] and all Arbitration proceedings will be conducted in \_\_\_\_\_\_\_\_\_\_[[place]].
5. GENERAL PROVISIONS
   1. Entire Agreement & Amendments

This Agreement hereto constitutes the entire agreement and understanding amongst the members relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by all the members.

* 1. Assignment

No member shall assign this Agreement or any of its rights or obligations hereunder without prior written consent of all other members, which consent may be withheld at the other member’s discretion..

* 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 Agreement shall be to Indian currency.

* 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 Agreement or the application thereof to any member or circumstance is, to any extent, invalid or unenforceable, all other terms and conditions of this Agreement 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.

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

WITNESSES

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

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

[Signature]

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

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

[Signature]