

EXCHANGE DEED

This deed of Exchange is executed on _____ day of _____ month of _____ year by Sri./Smt. _____, S/o./ W/o. _____, occupation _____, and aged _____ years, residing at _____.

herein after called the PARTY OF THE FIRST PART. ¹

and

Sri./Smt. _____ S/o./W/o. _____, occupation _____, aged _____ years, residing at _____.

Herein referred to as the PARTY OF THE SECOND PART. ²

Whereas, the term the First Party and the Second Party unless repugnant to the context shall mean and include their representatives heirs, successors, executors, administrators, trustees, legal representatives and assigns.

Whereas, the First Party herein, is the sole and absolute owner of immovable property ³ bearing No. _____ known as _____ situated at morefully described in the First Schedule hereunder written and herein after called the First Schedule property.

Whereas, the First Party is the absolute owner, having acquired the property, by _____ ⁴ and since then First Party has been in possession and enjoyment of the First Scheduled property and paying taxes and levies thereon, as sole and absolute owner thereof.

Whereas, the Second Party herein, is the sole and absolute owner of immovable property ⁵ bearing No. _____ known as _____ situated at morefully described in the Second Schedule hereunder written and herein after called the Second Scheduled property.

Whereas, the Second Party is the absolute owner, having acquired the property, by _____ ⁶ and since then Second Party has been in possession and enjoyment of the Second Scheduled property and paying taxes and levies thereon, as sole and absolute owner thereof.

Whereas it has been agreed between the parties hereto to exchange their respective properties viz. First scheduled property written here under unto and to the use of the Second Party in consideration of the Second Scheduled property here under written unto the use of First Party.

Where as the market value of the First Scheduled property is assessed at Rs._____

Where as the market value of the Second Scheduled property is assessed at Rs._____

Where as the parties here to have now agreed to execute this deed of exchange.

NOW THIS DEED WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the party of the Second Part conveying to the party of the First Part the Second Scheduled property hereunder written and Second Party hereby grant and convey by way of exchange unto the party of the First Part absolutely and for ever all that piece and parcels of the property described in the Second Scheduled together with all the liabilities, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever of the said Second Scheduled property and also together with all the deeds, documents, writings and other evidences of title relating to the said Second Scheduled property and all the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever, both at law and in equity of the party of the First Part TO HAVE AND TO HOLD the said Second Scheduled property hereby granted and conveyed by way of exchange unto and to the use and benefit of the party hereto of the First Part subject to payment of all rents, taxes, assessments, rates, duties, now chargeable upon the same or which may herein after become payable in respect thereof to the local authority.

NOW THIS DEED WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the party of the First Part conveying to the party of the Second Part the First Scheduled property hereunder written and First Party hereby grant and convey by way of exchange unto the party of the Second Part absolutely and for ever all that piece and parcels of the property described in the First Scheduled together with all the liabilities, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever of the said First Scheduled property and also together with all the deeds, documents, writings and other evidences of title relating to the said First Scheduled property and all the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever, both at law and in equity of the party of the Second Part TO HAVE AND TO HOLD the said First Scheduled property hereby granted and conveyed by way of exchange unto and to the use and benefit of the party hereto of the Second Part subject to payment of all rents, taxes, assessments, rates, duties, now chargeable upon the same or which may herein after become payable in respect thereof to the local authority.

Whereas each of the parties of the First and the Second Part mutually covenants with the other that;

- (i) He has now in himself, absolute right, full power and absolute authority to grant the scheduled property hereby granted or assured or intended to be by him unto and to the use of the other party in manner aforesaid.
- (ii) That the other party shall and may at all times hereafter peacefully and quietly enter upon have occupy, possess and enjoy the scheduled property conveyed to him and receive the profits thereof and for his own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by him the covenanting party or his heirs, or any of them or any persons lawfully or equitably claiming or to claim by from under or in trust for them or any of them.
- (iii) The said scheduled property is free from all encumbrances, claim, and attachment of whatsoever in nature.
- (iv) He the covenanting party and all the persons having or lawfully claiming any estate or interest whatsoever in the scheduled property is conveyed by him shall and will from time to time and at all times herein after at the request and cost of the other of them do and execute or caused to be done and executed such further and other acts deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly assuring the said land and premises conveyed to him by the other and every part thereof unto and to the use of, the party to whom it is conveyed in the manner aforesaid as by him his heirs, executors, administrators and assigns shall be reasonably require.

FIRST SCHEDULE

(Property belongs to First Party exchanged to the Second Party)

All the piece and parcel of immovable property ⁷ bearing No. _____

Measuring _____

Bounded by: -

On the East	:
On the West	:
On the South	:
On the North	:

Market value of the property under this deed is Rs. _____
(Rupees _____ only).

SECOND SCHEDULE**(Property belongs to Second Party exchanged to the First Party)**All the piece and parcel of immovable property ⁷ bearing No. _____

Measuring _____

Bounded by: -

On the East	:
On the West	:
On the South	:
On the North	:

Market value of the property under this deed is Rs. _____
 (Rupees _____ only).

The Stamp duty is paid on the market value as stated above.

IN WITNESS WHEREOF the First Party as well as the Second Party have put
 their respective hands the day and year first herein above written.

WITNESSES:

1. FIRST PARTY

2. SECOND PARTY

¹ [if the First party is represented by his agent such as guardian or general power of attorney holder or special power of attorney holder, then his full name, occupation, age, address and capacity under which he represents the First party shall be entered]

² [if the Second party is represented by his agent such as guardian or general power of attorney holder or special power of attorney holder, then his full name, occupation, age, address and capacity under which he represents the Second party shall be entered]

³ [Full details of the property number such as Khata number, street/road with reference to the local authority records and boundaries shall be furnished. If the land exchanged is an agricultural land, details of the survey number, acre, guntas, revenue assessment and boundaries of the land exchanged with reference to the revenue records should be furnished. If the property exchanged is a Flat / Apartment details of the property on which the Flat / Apartment is constructed, flat number, floor number, name of the apartment etc., full details of the property so as to identify shall be furnished.]

⁴ [Described whether the ownership is acquired by inheritance or by partition of joint family property or by release or by gift or by settlement or by will (bequeath) or by sale deed executed by _____ registered as document No. _____ of Book No. _____, Volume No. _____, Page No. _____ in the office of the Registrar or Sub-Registrar]

⁵ [Full details of the property number such as Khata number, street/road with reference to the local authority records and boundaries shall be furnished. If the land exchanged is an agricultural land, details of the survey number, acre, guntas, revenue assessment and boundaries of the land exchanged with reference to the revenue records should be furnished. If the property exchanged is a Flat / Apartment details of the property on which the Flat / Apartment is constructed, flat number, floor number, name of the apartment etc., full details of the property so as to identify shall be furnished.]

⁶ [Described whether the ownership is acquired by inheritance or by partition of joint family property or by release or by gift or by settlement or by will (bequeath) or by sale deed executed by _____ registered as document No. _____ of Book No. _____, Volume No. _____, Page No. _____ in the office of the Registrar or Sub-Registrar]

⁷ [Full details of the property number such as Khata number, street/road with reference to the local authority records and boundaries shall be furnished. If the land exchanged is an agricultural land, details of the survey number, acre, guntas, revenue assessment and boundaries of the land exchanged with reference to the revenue records should be furnished. If the property exchanged is a Flat / Apartment details of the property on which the Flat / Apartment is constructed, flat number, floor number, name of the apartment etc., full details of the property so as to identify shall be furnished.]