

DEED OF EXCHANGE, WHERE MONEY IS PAID FOR EQUALITY

THIS DEED of exchange is made at.....on this.....day of.....20
.....between A son ofresident of.....(hereinafter called "the First Party") of
the ONE PART and B son of.....resident of (hereinafter called
"the Second Party") of the OTHER PART

WHEREAS

(1) The First Party is the absolute and beneficial owner of the plot of land bearing Plot No..... Survey No.....situate, being and lying in VillageTaluka.....District.....more particularly described in the First Schedule hereto and delineated in the plan and marked X annexed hereto, valued at Rs .
.....

(2) The Second Party is the absolute and beneficial owner of the plot of land bearing Plot NoSurvey No..... Hissa No..... situate, being and lying in Village..... Taluka.....District.....more particularly described in the Second Schedule hereto and delineated in the said plan and marked Y, valued at Rs .
.....

(3) The parties hereto have agreed to exchange their aforesaid properties with each other and the First Party has further agreed to pay to the Second Party for equality of exchange the sum of Rs .

NOW THIS DEED WITNESSETH AS FOLLOWS:

(1)In pursuance of the said agreement and in consideration by the Second Party hereby contained, the First Party hereby grants and transfers to the Second Party ALL THAT property described in the First Schedule hereto TO HOLD the same to the Second Party absolutely for ever

(2) In further pursuance of the said agreement and in consideration of the transfer by the First Party hereinbefore contained and of the sum of Rs paid by the First Party to the Second Party (the receipt of which the Second Party hereby acknowledges), the Second Party hereby grants and transfers to the First Party all that property described in the Second Schedule hereto, to hold the same to the First Party absolutely forever

(3) Each of the parties hereto hereby covenant with the other that

(i) The property hereto hereby transferred by him is free from- encumbrances;

(ii) The property so transferred by each of them shall be peaceably and quietly entered upon and held and enjoyed by the other of them and the rents and profits thereof received by the other of them without any suit, eviction, interruption, claim or demand whatsoever from or by the party transferring the same or his heirs, successors, legal representatives or any of them or any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them;

(iii) Each of the parties hereto will from time to time and at all times hereafter at the request and costs of the other of them do and execute or cause to be done and executed such further and other acts, deeds, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said land and house hereby transferred to him

(4) This deed will be executed in duplicate. The original deed with plans shall be retained by the First Party, who shall be bound to keep it in safe custody and to produce the same whenever required by the Second Party or before any Court, Tribunal or authority when so requisitioned. The duplicate copy shall be retained by the Second Party.

(5) The parties hereby agree that in case of the title of any party to the land being conveyed by it proving defective or not being of marketable title, the other party may rescind the transaction which shall become null and void, thereby enabling the party rescinding the same to reconvey the said land to another person.

IN WITNESS WHEREOF, the parties have put their respective hands the day and year first hereinabove written

The First Schedule above referred to
The Second Schedule above referred to
ANNEXURE
SITE PLAN

WITNESSES

- 1 Signed and delivered by the within named First Party
2. Signed and delivered by the within named Second Party