

## DEED OF EXCHANGE

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

WHEREAS

- (1) The party of the First Part is seized and possessed of or otherwise well and sufficiently entitled to the plot and building situate at.....and more particularly described in the First Schedule hereunder written
- (2) The party of the Second Part is seized and possessed of or otherwise well and sufficiently entitled to the plot and building situated at.....and more particularly described in the Second Schedule hereunder written.
- (3) The parties hereto have agreed to exchange the said properties described in the First and Second Schedules hereto in the manner hereinafter appearing

NOW THIS DEED WITNESSETH AS FOLLOWS:

(1) In pursuance of the said agreement and in consideration of the transfer by the of the Second Part conveying to the party of the party of first First Part the land and building situate at .....and more particularly described in the Second Schedule hereunder written, the party of the First Part hereby grants and conveys by way of exchange unto the party of the Second Part absolutely and forever all that piece of land and building situate, lying and being at.....and more particularly described in the First Schedule hereunder written together with all and singular the court yards, areas, compounds, sewers, common gullies, ditches, fences, trees, drains, ways, paths, passages waters, water courses, plants, lights, liberties, privileges, assessments, profits, advantages, rights, members and appurtenances whatsoever to the said property or any part thereof belonging to in any wise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part of member thereof to belong or be appurtenant thereto and all the estate, right, title, interest, property, benefit, claim and demand whatsoever with law and in equity of the party of the First Part in, to, out of or upon the said property or any part thereof to have and to hold the property hereby granted, conveyed or intended or expressed so to be with their and every of their rights, members and appurtenances unto and to the use of the party of the Second Part subject however to the payments of all rents, rates, taxes, assessments, duties and dues now chargeable upon the same or hereafter become payable to the Government of India, Government of.....or to the Municipal Corporation of.....or any other authority or public body in respect of the said property.

(2) In pursuance of the aforesaid agreement and in consideration of the party of the First Part having conveyed to the party hereto of the party of the Second Part, the land and building situate at .....and more particularly described in the First Schedule hereunder written unto and to the use of the party of Second Part, the party of the Second Part do hereby grant and convey by exchange unto the party of the First Part absolutely for ever all that piece or parcel of land and building situate, lying and being at.....and more particularly described in the Second Schedule hereunder written together with all and singular the court yards, areas, compounds, sewers, common gullies, ditches, fences, trees, drains, ways, paths,

passages, waters, water courses, plants, lights, liberties, privileges, assessments, profits, advantages, rights, members and appurtenances, whatsoever to the said property or any part thereof belonging to in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied- or enjoyed therewith or reputed or known as part of member thereof to belong to the appurtenant thereto and all the estate, right, title, interest, property, benefit, claim and demand whatsoever both law and in equity of the party of the First Part in, to, out of or upon the said property or any part thereof to have and to hold the property hereby granted, conveyed or intended or expressed so to be with their and every of their rights, members and appurtenances unto and to the use of the party of the First Part subject however to the payments of all rents, rates, taxes, assessments, duties and dues now chargeable upon the same or hereafter become payable to the Government of India, Government of.....or to the Municipal Corporation of.....or any other authority or public body in respect of the said property

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

- (a) He has now good right, full power and absolute authority to transfer, assign and convey the transfer, assignment conveyance of the said property hereby transferred, assigned and confirmed or intended or expressed so to be unto and to the use of the other party in the manner aforesaid.
- (b) That the other party shall and may at all times hereinafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby transferred, assigned with that appurtenances and to receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit, as may be permissible in law without any suit, lawful eviction, interruption, claim and/or demand whatsoever from him or his successor or any of them or from or by any person lawfully or equitably claiming or to claim by any person lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them.
- (c) The said land and buildings are free and clear and freely and clearly and absolutely acquitted, exonerated, released and for ever discharged or otherwise by each of them well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and/or encumbrances whatever had made, executed, occasioned or suffered by him the covenanting party or by any other person or persons lawfully or equitably claiming or claim by, from, under or in trust for them or any of them
- (d) He and all persons claiming any estate, right, title or interest in law or in equity in the property assigned, transferred and confirmed or any part thereof by firm and/or in trust for him or his representatives successors, assigns shall and will from time to time and at all times hereafter at the request and the cost of the other do execute or cause to be done, executed all such further and other lawful and reasonable acts, deeds, things, matters, assignments and assurances in law whatsoever, for the better and further and more perfectly and absolutely transferring, assigning, conveying the said land and building and every part thereof hereby transferred and assigned unto and to the use of the other in the manner aforesaid as shall or may be reasonably required by the other or his successors, or assigns or his counsel7in-law.
- (e) The said land and building is free from any mortgage, charge, lien, attachment, fide pendens or other encumbrance of any kind and all rents, rates, taxes, assessments, dues, duties of the said land and building has been paid by him upto and including the date of these presents and

should any rates, taxes, dues and duties be found payable upto that date, the same shall be and will be paid by him.

(f) Each party has handed over to the other party all documents of title relating to or belonging to or connected with the said land and building transferred, assigned or conveyed by him to the other party and each party hereby declares and confirms that he does not have any other documents of title and should he come in possession of any evidence or document of or relevant to title, he shall and will hand over or cause to be handed over to the other party or any person claiming through or under him

(4) Each party hereby confirms that he has handed over to and placed the other party in possession and title deeds of the property transferred, assigned and conveyed by him

(5) It is hereby declared that the value of the property mentioned in each of Schedules hereto is Rs . .....

IN WITNESS WHEREOF, the parties have set their hands to these presents on the day and year first hereinabove written

First Schedule above referred to

(Description of property transferred by the party of the First Part)

Second Schedule above referred to

(Description of property transferred by the party of the Second Part)

#### WITNESSES

- 1      Signed and delivered by the within named party of the First Part
2.     Signed and delivered by the within named party of the Second Part