**EXCHANGE DEED**

(Simple deed of exchange where the value of properties are of the same value)

This deed of Exchange is executed on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ by

Sri./Smt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, S/o./W/o.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and aged \_\_\_\_\_\_\_\_\_\_ years,

residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the

PARTY OF THE FIRST PART.

And

Sri./Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/o./W/o.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged \_\_\_\_\_\_ years,

residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the PARTY OF

THE SECOND PART.

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 bearing

No.\_\_\_\_\_\_\_\_\_\_\_ situated at \_\_\_\_\_\_\_\_\_\_\_ more fully described in the First Schedule hereunder

written and hereinafter called the First Schedule property.

Whereas, the First Party is the absolute owner, having acquired the property, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and since then the First Party has been in possession and enjoyment of the First Schedule 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 bearing No.\_\_\_\_\_\_\_\_\_\_\_ situated at \_\_\_\_\_\_\_\_\_\_\_\_\_ more fully described in the Second Schedule hereunder written and hereinafter called the Second Schedule property.

Whereas, the Second Party is the absolute owner, having acquired the property, by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and since then the Second Party has been in possession and enjoyment of the Second Schedule 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 hereunder 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.

Whereas the market value of the First Schedule property is assessed at Rs.\_\_\_\_\_\_\_\_.

Whereas the market value of the Second Schedule property is assessed at Rs.\_\_\_\_\_\_\_\_

Whereas the parties hereto 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 Schedule property hereunder written and Second Party hereby grant and convey by way of exchange unto the party of the First Part absolutely and forever all that piece and parcel of the property described in the Second Schedule together with all the liabilities, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever of the said Second Schedule property and also together with all the deeds, documents, writings and other evidences of title relating to the said Second Schedule 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 Schedule property hereunder written and First Party hereby grant and convey by way of exchange unto the party of the Second Part absolutely and forever all that piece and parcel of the property described in the First Schedule together with all the liabilities, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever of the said First Schedule property and also together with all the deeds, documents, writings and other evidences of title relating to the said First Schedule 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 Schedule 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;

* 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.
* That the other party shall and may at all times hereafter peacefully and quietly enter upon have occupy, possess and enjoy the schedule 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.
* The said schedule property is free from all encumbrances, claim, and attachment of whatsoever in nature.
* 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 hereinafter at the request and cost of the other of them do and execute or caused to be done and execute 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 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 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.

FIRST PARTYSECOND PARTY

WITNESSES:

1.

2.

**EXCHANGE DEED**

(Exchange deed where the properties are not of the same value and therefore equalisation money is paid)

THIS DEED OF EXCHANGE made at \_\_\_\_\_\_\_\_this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_ 20\_\_\_

between \_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the One Part AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Other Part;

WHEREAS the said \_\_\_\_\_\_\_\_\_\_\_\_ is seized and possessed as the absolute owner of the lands more particularly described in the First Schedule hereunder written;

AND WHEREAS the said \_\_\_\_\_\_\_\_ is seized and possessed as the absolute owner of a house more particularly described in the Second Schedule in the matter hereinafter mentioned;

AND WHEREAS the value of the property agreed to be transferred by party of the One Part is Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) and the value of the property agreed to be transferred by the party of the Other Part is Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) and the parties have agree to pay and receive the difference in value in cash.

NOW THEREFORE THIS DEED WITNESSES as follows:

1. In pursuance of the said agreement, the party of the One Part hereby grants, transfers and

conveys to the party of the Other Part ALL THAT the lands more particularly described in the First Schedule hereto TO HOLD unto the party of the Other Part, his heirs, executors, administrators and assigns absolutely.

2. In further pursuance of the said Agreement, the party of the Other Part hereby grants, transfers and conveys to the party of the One Part ALL THAT the house more particularly described in the Second Schedule hereto TO HOLD unto the party of the One Part, his heirs, executors, administrators and assigns absolutely.

3. Each of the parties hereto covenants with the other –

(1) That the property hereby transferred by him is unencumbered;

(2) That the property hereby transferred by him and the rent and profits thereof shall be quietly enjoyed by the transferee without disturbance or interruption whatsoever;

(3) That at the request and cost of the other party, the parties hereto shall execute such assurance and do such acts, deeds and tings as shall be reasonably necessary for the more perfectly assuring unto such other the title to the property hereby transferred; and

(4) That in the event of any defect in title or any disturbance of possession by the other or those claiming through or under him, this transaction shall be null and void and the parties hereto shall be relegated to the same position in which they were prior to this transaction.

4. That the part of the One Part has paid on or before the execution of this Deed a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) by cheque to the party of the Other Part (the receipt whereof has separately been acknowledged by the party of the Other Part).

5. The original Deed of Exchange shall be retained by the Party of the One Part and the duplicate, duly signed and stamped shall be retained by the Party of the Other Part and shall for all purposes be treated as the original.

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

FIRST SCHEDULE

(Description of property of the Party of the One Part)

SECOND SCHEDULE

(Description of property of the Party of the Other Part)

Signed, Sealed and Delivered }

by the within named \_\_\_\_\_\_\_\_ }

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

Signed, Sealed and Delivered }

by the within named \_\_\_\_\_\_\_\_\_\_ }

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