

Note:- This is a model draft and may be customized according to individual requirement.

**EXCHANGE DEED**

This exchange deed is made and executed at Delhi on this .....day of ....., 201.....

BETWEEN

.....,s/o....., r/o.....

(hereinafter called the FIRST PARTY).

AND

.....,s/o....., r/o.....

(hereinafter called the SECOND PARTY).

WHEREAS the terms 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 ..... as described in the First Schedule hereunder written (hereinafter referred to as FIRST SCHEDULE PROPERTY), having purchased/acquired/inherited the said property vide registered sale deed/gift deed/Will/Letter of Administration as document No....., Addl.Book....., Vol. No..... pages .....to....., dated.....duly regd. in the office of Sub-Registrar.....

WHEREAS, the Second Party herein, is the sole and absolute owner of immovable property bearing No..... situated at ..... as described in the Second Schedule hereunder written (hereinafter referred to as SECOND SCHEDULE PROPERTY), having

purchased/acquired/inherited the said property vide registered sale deed/gift deed/Will/Letter of Administration as document No....., Addl.Book.....,Vol. No.....pages .....to....., dated.....duly regd. in the office of Sub-Registrar.....

**WHEREAS** the properties as mentioned in the schedules are free from all sorts of encumbrances such as liens, charges, claim, liabilities, acquisitions, injunctions or attachments from any Court of Law, gifts, mortgages, demands, notices, notifications, legal disputes, differences, decrees etc. at present and both the parties hereto are fully competent to dispose of the same in any manner they like.

**WHEREAS** the parties hereto have agreed to mutually exchange and transfer the ownership of the said properties as between them:

- a. That in pursuance of the .....agreement (if any) dated..... bearing registration number ..... and in consideration of the second party conveying, transferring and assigning to the first party, the Second Scheduled property hereunder written. The First Party hereby in exchange conveys, transfers and assigns unto the Second party absolutely and forever with all rights, title and interest of the property described in the First Scheduled Property together with all the rights, easements and appurtenant thereto. The First Party has handed over all the deeds, documents, writings and other evidences of title relating to the First Scheduled Property to the Second Party.
  
- b. That in pursuance of the agreement (if any mentioned above) and in consideration of the first party conveying to the second party the First Scheduled property hereunder written. The Second Party hereby in exchange conveys, transfers and assigns unto the First Party absolutely and forever with all rights, title and interest of the property described in the Second Scheduled Property together with all the rights, easements and appurtenant thereto. The Second Party has handed over all the deeds, documents, writings and other evidences of title relating to the Second Scheduled Property to the First Party.

**NOW THIS EXCHANGE DEED WITNESSETH AS UNDER:**

- (1) That the first party has now become the absolute and exclusive owner of the property as mentioned in second schedule.
- (2) That the second party has now become the absolute and exclusive owner of the property as mentioned in first schedule.
- (3) That each party has taken the actual, physical, vacant and peaceful possession of their above mentioned / exchanged properties and have now become the sole and absolute owner of their respective properties, as exchanged above and are fully entitled and empowered to sell, let-out/mortgage, dispose of, or construct or use the said Properties in any manner as they may like hereinafter.
- (4) That all the expenses of the Exchange Deed such as Stamp duty, Registration Charges/Fees and writing charges etc. shall be borne equally by both the parties hereto.
- (5) That both the parties to this exchange deed ~~have paid~~ all taxes, charges, dues, demands, arrears, electricity charges, ~~water charges~~, outstanding bills, house tax, development charges etc., in respect of their ~~respective~~ properties (as mentioned in the respective schedules) to the concerned departments for the period prior to the date of execution of this exchange deed.
- (6) That in future both the parties hereto shall pay all taxes, charges, demands, electricity charges, water charges, bills, house tax, development charges etc. in respect of the above exchanged properties.
- (7) That both the parties hereby agree and assure each other to help and assist in getting the properties, ~~as exchanged above~~ transferred/mutated in the relevant records of concerned authority/Revenue department and any other concerned department.
- (8) That each party shall have full right to apply and get the water, electric and sewerage connection ~~regarding~~ property as exchanged above from the concerned authorities and also to get the existing name changed in his/her own name from the department concerned.
- (9) That in case it is proved otherwise at any time and any of the parties suffer any loss, then the defaulting party shall be fully liable and responsible for the same and the aggrieved party shall be entitled to recover all his/her losses from the defaulting party.

(10) That in future none of the party to this exchange deed shall claim any right, title and interest in the said property which has been exchanged in favour of the other party as mentioned above.

(11) That the present exchange deed in being executed in duplicate and each party shall retain one original each.

(Any other covenant with the consent of both the parties may be added)

IN WITNESS WHEREOF, the parties have signed/ affixed their thumb mark on this Exchange Deed after understanding the contents of the same on the day, month and year first above written in the presence of the following witnesses:

**FTRST SCHEDULE PROPERTY**

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

Total Area of Plot/flat ..... Sq. Meters/Sq. Feet/applicable plinth area

Cost of land .....

Built up area.....Sq. feet.

Number of floors constructed/semi constructed

.....

Category (Area Wise, for the purpose of calculation of circle rate)

.....

Approved

Use.....

Actual Use.....

Year of construction.....

Cost of construction.....

Stamp Duty paid Rs.....

**Bounded as under:-**

EAST:

WEST:

NORTH:

SOUTH:

**SECOND SCHEDULE PROPERTY**

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

Total Area of Plot/flat ..... Sq. Meters/Sq. Feet/applicable plinth area

Final model draft agreed to by MoUD and DoLR

Cost of land .....  
Built up area.....Sq. feet.  
Number of floors constructed/semi constructed  
.....  
Category (Area Wise, for the purpose of calculation of circle rate)  
.....  
Approved  
Use.....  
Actual Use.....  
Year of construction.....  
Cost of construction.....  
Stamp Duty paid Rs.....

**Bounded as under:-**

- EAST:
- WEST:
- NORTH:
- SOUTH:

**WITNESSES:-**

1. (Name, father's name, address)
2. (Name, father's name, address)

**FIRST PARTY**

**SECOND PARTY**