**EXCHANGE DEED**

This Deed for Exchange (this “Agreement”) is entered into as of\_\_\_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’) at \_\_\_\_\_\_\_\_\_\_\_ (Place).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_an individual, (the “Individual”), through its Authorised Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the individual", “first party”).

 OF THE FIRST PART

**AND:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_an individual, (the “Individual”), through its Authorised Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the individual", “Second party”).

 OF THE SECOND PART

**WHEREAS** the first party is the sole and absolute owner of the property described in Scheduled I hereto;

**WHEREAS** the second party is the sole and absolute owner of the property described in Schedule II hereto;

**AND WHEREAS** the said first and second party have been in uninterrupted peaceful possession and enjoyment of their said respective properties to the other in exchange and in part performance of the said agreement said first party granted, conveyed and assured the property described in Schedule I into and in favour and use of said second party absolutely and forever to have to hold in exchange for the property hereunder transferred and conveyed by the said second party favour of first party.

**Now the deed of exchange witnesses as under:**

1. That the second party in consideration of the premises do hereby grant, transfer and convey to the said first party free from all and any encumbrances the property comprised in Schedule II hereto have and to hold the same unto and to the said first party absolutely and forever in exchange of the property described in Schedule I hereto and transferred and conveyed by first party in favour of and unto the second party as described hereinabove.
2. That the second party hereby states and undertakes that he will at the request and costs of the said first party shall execute or cause to be executed every such assurance or assurances and do or cause to be done every act, deed and thing as shall be reasonably required by the said first party to ensure perfect enjoyment of the said property by the said first party.
3. That the parties hereby declare and state that each one has good rights, title and absolute lawful authority to give, grant, transfer and convey the property hereby exchanged.
4. That the parties hereby declare the value of properties specified in Schedule I and the Schedule II are equal amounting of Rs \_\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs.]].
5. In the event of any dispute, difference or controversy arising between the Tenant and Developer in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
6. The Seat of Arbitration will be in \_\_\_\_\_\_\_\_ [[Place]] and all Arbitration proceedings will be conducted in \_\_\_\_\_\_\_\_\_\_\_ [[Place]].
7. All disputes, actions and proceedings shall be subject to the jurisdiction of the Courts in \_\_\_\_\_\_\_\_\_\_ [[Name of the place]]

In witness the parties hereto have subscribed to this deed at.........in the presence of the under named witnesses on the date aforementioned:

|  |  |
| --- | --- |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (First Party) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Second Party) |

Signed and Witnessed in the presence of:

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE I**

(Description of property transferred by ‘First Party’)

**SCHEDULE II**

(Description of property transferred by ‘Second Party’)