**Deed of Exchange of Immovable Properties**

THIS INDENTURE made at \_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ two thousand \_\_\_\_\_ BETWEEN ABC of \_\_\_\_\_\_\_\_\_, Indian Inhabitant, hereinafter called **“the Party of the One Part”**: (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) of the One Part: AND XYZ also of \_\_\_\_\_\_\_\_\_, Indian Inhabitant, hereinafter called **“the Party of the Other Part”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) of the Other Part:

WHEREAS:—

(a) The party of the One Part is seized and possessed of or otherwise well and sufficiently entitled free from encumbrances to the land, hereditaments and premises situate at **Girgaum** and more particularly described in the **First Schedule** hereunder written;

(b) The party hereto of the Other Part is seized and possessed of or otherwise well and sufficiently entitled free from encumbrances to the land, hereditaments and premises situate at **Chowpatty** and more particularly described in the **Second Schedule** hereunder written;

(c) The value of both the said properties is equal and the same is mutually valued at Rs. 25,00,000/- (Rupees Twenty five lacs only);

(d) It has been mutually agreed between the parties hereto to exchange their aforestated respective properties by conveying them to the other *viz*. that the said ABC will convey the land, hereditaments and premises described in the First Schedule hereunder written unto and to the use of the said XYZ in consideration of the said XYZ conveying the land hereditaments and premises described in the Second Schedule hereunder written unto and to the use of the said ABC and vice versa the said XYZ will convey the land, hereditaments and premises in the Second Schedule hereunder written unto and to the use of the said ABC in consideration aforesaid; and

(e) The parties hereto have accordingly agreed to execute this Deed of Exchange.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the party of the other part conveying to the party of the One Part the land hereditaments and premises situate at Chowpatty and more particularly described in the Second Schedule hereunder written, HE the Party the One Part doth hereby grant, convey by way of exchange and assure unto the Party of the Other Part for ever ALL that piece or parcel of land hereditaments and premises situate, lying and being at Girgaum and more particularly described in the First Schedule hereunder written together with all and singular the houses, outhouses, edifices, buildings, courts, yards, areas, ways, wells, compounds, paths, passages, waters, water courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said piece or parcel of land hereditaments and premises belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or as part or member thereof or be appurtenant thereto AND ALSO together with all the deeds, documents, writings, vouchers and other evidences of title relating to the said piece or parcel of land hereditaments and premises or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equityof the Party of the One Part in, to, out of or upon the said piece or parcel of land hereditaments and premises and every part thereof TO HAVE AND TO HOLD the said piece or parcel of land, hereditaments and premises together with and all and singular the other premises hereby granted and conveyed by way of exchange and assured or intended so to be with their and every of their rights, members and appurtenances UNTO and to the use and benefit of the Party of the Other Part FOREVER SUBJECT to all rents, taxes, assessments, rates, duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of Maharashtra or the Municipal Corporation of Greater Bombay or to any other authorities and the Party of the One Part doth hereby for himself, his heirs, executors and administrators **COVENANT** with the Party of the Other Part that notwithstanding any act, deed, matter or thing whatsoever by him the said ABC or any person or persons lawfully or equitably claiming by, from through, under, or in trust for him made, done, committed or omitted or knowingly suffered to the contrary He the Party of the One Part now has in himself good right, full power and absolute authority to grant, release and assure the said piece or parcel of land or ground hereditaments and premises hereby granted, released, or assured or intended so to be unto and to the use of the said XYZ in manner aforesaid AND that the said XYZ shall and may at all times hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said land hereditaments and premises described in the First Schedule hereunder written and receive the rents, issues and profits thereof and of every part thereof to and for his own use and benefit without any suit eviction interruption claim or demand whatsoever from or by him the said ABC or his heirs, or any of them or any person or persons lawfully or equitably claiming or to claim by from under or in trust for him, them or any of them AND that free and clear and freely, and absolutely acquitted, exonerated and for ever discharged or otherwise by the said ABC well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, title charges and encumbrances whatsoever had made, executed, occasioned or suffered by the said ABC or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him them or any of them AND FURTHER that HE THE SAID ABC and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the said ABC or his heirs or any of them shall and will from time to time and at all times hereafter at the request and costs of the said XYZ do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly assuring the said land hereditaments and premises more particularly described in the first schedule hereunder written and every part thereof unto and to the use of the said XYZ in manner aforesaid as by the said XYZ his heirs, executors, administrators and or assigns shall be reasonably required.

AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the party of the One Part having conveyed to the party of the Other Part, the land hereditaments and premises situate at Girgaum and more particularly described in the First Schedule hereunder written unto and to the use of the party of the Other Part HE the party of the Other Part doth hereby grant, sell, assign, release, convey by way of Exchange and assure unto the party of the One Part for ever ALL that piece or parcel of land hereditaments and premises situate, lying and being at Chowpatty and more particularly described in the Second Schedule hereunder written together with all and singular the houses, out houses, edifices, buildings, courts, yards, areas, ways, wells, compounds, paths, passages, waters, water courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said piece or parcel of land hereditaments and premises belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof or be appurtenant thereto AND also together with all the deeds, documents, writings, vouchers and other evidences of title relating to the said piece or parcel of land hereditaments and premises or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and inequity of the party hereto of the Other Part in, to, out of or upon the said piece or parcel of land hereditaments and premises and every part thereof TO HAVE AND TO HOLD the said piece or parcel of land hereditaments and premises and all and singular and other the premises hereby granted, released and assured or intended so to be with their and every of their rights, members and appurtenances UNTO and to the use and benefit of the party of the One Part FOREVER SUBJECT to all rents, taxes, assessments, rates, duties, now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of Maharashtra or the Municipal Corporation of Greater Bombay or to any other authorities and the Party of the Other Part doth hereby for himself, his heirs, executors and administrators COVENANT with the Party of the One Part that notwithstanding any act, deed, matter or thing whatsoever by him the said XYZ or any person or persons lawfully or equitably claiming by, from, through, under, or in trust for him made, done, committed or omitted or knowingly or willingly suffered to the contrary. He the Party hereto of the other Part now has in himself, good right, full power and absolute authority to grant, release and assure the said piece or parcel of land or ground hereditaments and premises hereby granted, released, or assured or intended so to be unto and to the use of the party of the One Part in manner aforesaid AND that the said ABC shall and may at all times hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said land, hereditaments and premises described in the Second Schedule hereunder written and receive the rents, issues and profits thereof and of every part thereof to and for his own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by him the said XYZ or his heirs, 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 AND that free and clear and freely, clearly and absolutely acquitted, exonerated and for ever discharged or otherwise by the said XYZ well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, title, charges and enumbrances whatsoever had made, executed, occasioned or suffered by the said XYZ or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him, them or any of them AND FURTHER that He the said XYZ and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the said XYZ or his heirs or any of them shall and will from time to time and at all times hereafter at the request and costs of the said ABC do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly assuring the said land hereditaments and premises more particularly described in the second schedule hereunder written and every part thereof unto and to the use of the said ABC in manner aforesaid as by the said ABC, his heirs, executors, administrators and assigns shall be reasonably required.

And IT IS AGREED AND RECORDED that the stamp duty and registration charges in respect of the present instrument shall be shared equally between the parties hereto.

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

First schedule above referred to :

(Girgaum Property)

Second Schedule above referred to :

(Chowpatty Property)

Signed and delivered by )

the within named ABC )

in the presence of: )

Signed and delivered by the )

Within named XYZ in the )

presence of: )