**EXCHANGE DEED**

This Deed for Exchange (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter called the “first party” ,which expression unless repugnant to the subject or context shall mean and include the legal heirs, successors, representatives, administrators, assigns and executors) of the first part.

**AND:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter called the “second party” ,which expression unless repugnant to the subject or the context shall mean and include the legal heirs, successors, representatives, administrators, assigns and executors) of the second part ;

**PREAMBLE**

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

AND 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. MANDATORY OBLIGATIONS OF THE PARTIES
	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.]]
2. DISPUTES AND RESOLUTIONS :
	1. ARBITRATION:

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.

* + 1. The Seat of Arbitration will be in [[Place]] and all Arbitration proceedings will be conducted in [[Place]].
	1. All disputes, actions and proceedings shall be subject to the jurisdiction of the Courts in [[Name of the place]]

**SCHEDULE I**

(Description of property transferred by ‘First Party’)

**SCHEDULE II**

(Description of property transferred by ‘Second Party’)

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

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]