

FORMAT FOR EXCHANGE DEED

This exchange deed is made and executed at Srinagar on day of month October, 2022, between (Name)..... Son/Daughter/Wife of (Father's/Husband's name), Age.....Marital Status....., (Profession), (Nationality), Resident of.....Having Aadhar card No./ Pan No./Election Id No.....(hereinafter called the FIRST PARTY) of the one part.

AND

(Name).....Son/Daughter/Wife of (Father's/Husband's name)..... AgeMarital Status....., (Professional Status), (Nationality), Resident of Having Aadhar card No./ Pan No./Election Id No.....(hereinafter called the SECOND PARTY) of the other part.

WHEREAS the terms FIRST PARTY and the SECOND PARTY unless repugnant to the context shall mean and include their Legal heirs, successors, executors, administrators, trustees, legal representatives and assigns.

WHEREAS, the First Party herein, is the sole and absolute owner of immovable property situated at Hyderpora Srinagar 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 deed as document No....., Addl.Book.....,Vol. No.....pagesto....., dated.....duly regd. in the office of Sub-Registrar.....

WHEREAS, the Second Party herein, is the sole and absolute owner of immovable property situated at Peerbagh Srinagar 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 deed as document No....., Addl.Book.....,Vol. No.....pagesto....., 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 proficient and competent to dispose of the same in any manner they akin to.

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

- I. That in pursuance of theagreement (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.
- II. 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:

- A. That the first party has now become the absolute and exclusive owner of the property as mentioned in second schedule.
- B. That the second party has now become the absolute and exclusive owner of the property as mentioned in first schedule.
- C. That each party have taken the tangible, substantial unoccupied and peaceful possession of their above mentioned/exchanged properties and have now become the sole and absolute owners 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.

- D. That all the expenses of the Exchange Deed such as Stamp duty, Registration Charges/Fees etc. shall be borne equally by both the parties hereto.
- E. That both the parties to this exchange deed have paid all taxes, charges, dues, demands, arrears, electricity charges, water charges, outstanding bills, 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.
- F. 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.
- G. That in case it is proved otherwise at any time and any of the parties suffer any loss, then the defaulting party shall be vicariously liable and responsible for the same and the aggrieved party shall be entitled to recover all his/her losses from the defaulting party.
- H. 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.**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:

FIRST 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 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 Cost of land Built up area..... Sq.feet. Number of floors constructed/ semi constructed Year of construction Cost of construction.....Stamp Duty paid Rs.....

Bounded as under:- EAST: WEST: NORTH: SOUTH:

WITNESSES:-

FIRST PART

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

SECOND PARTY

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