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## **EXCHANGE DEED**

Value of Land Rs. ..../-

Stamp Papers Rs. 1000/-

Circle Rate Rs. 4088/- per sq. mtrs.

Cultivated land category-

This deed of Exchange is made at Shimla on this .....day of July,  
2016 Between .....

.....  
.....(hereinafter called the FIRST PARTY) which term where the  
context so admits, shall always include their successors, legal heirs,  
representatives, executors, administrators and assignees of the one part.

AND

.....  
.....  
.....(hereinafter called the SECOND PARTY) which term  
where the context so admits, shall always include his successors, legal heirs,  
representatives, executors, administrators and assignees of the other part

.....2.....

And Whereas the FIRST PARTY is the owner in possession of land

.....  
..... situated at Muhal Panthaghati, Tehsil Shimla (R)  
District Shimla Himachal Pradesh according to Nakal Jamabandi for the year  
2011-2012 which is attached herewith.

And Whereas the SECOND PARTY is the absolute owner in possession of  
land .....

.....situated at Muhal Panthaghati Tehsil Shimla (R) District Shimla  
Himachal Pradesh according to Nakal Jamabandi for the year 2011-2012 which is  
attached herewith.

And Whereas both the said parties do hereby mutually and jointly have  
agreed to exchange and transfer of the ownership of the said land & property as  
between them, viz., that the said FIRST PARTY shall convey the  
land.....

..... to the SECOND PARTY who will convey / transfer in lieu  
thereof the land .....

.....to the FIRST PARTY.

NOW THIS DEED WITNESSES that in pursuance of the aforesaid  
agreement, and in consideration of the transfer effected by SECOND PARTY as  
hereunder appearing the said FIRST PARTY as beneficial owner do hereby grant,  
convey, transfer, assign and assure unto and in favour of the said SECOND  
PARTY , free from encumbrances, & the first party has transferred land

..... situated at Muhal Panthaghati, Tehsil Shimla (R) District Shimla  
Himachal Pradesh alongwith all rights in favour of second party & the first party  
has handed over the vacant possession of the said land.

...3....

AND THAT THE said SECOND PARTY in further pursuance of the said agreement and in consideration of the transfer effected by the FIRST PARTY & the second party has transferred the land .....  
.....situated at Muhal Panthaghati Tehsil Shimla (R) District Shimla Himachal Pradesh in favour of FIRST PARTY which is free from encumbrances & the SECOND PARTY has handed over the vacant possession of the exchanged land to the FIRST PARTY

AND WHEREAS both the parties have clearly read and understood to their satisfaction the terms and conditions which formed part of this exchange deed and the said exchange land falls within 50-100 mtrs from the link road .

IT IS HEREBY AGREED AND DECLARED that each party hereto has good right full power, absolute authority and indefeasible title to give, grant, transfer and convey the land exchanged by this deed:

AND that each party shall at all times hereafter peaceably and quietly hold, possess and enjoy the same without any claim, demand or interruption by the other and will, at the request and cost of the other, execute every such assurance or assurances and further do execute and perform every such act, deed or thing as shall reasonably be required by the other for further and more perfectly assuring to the other the land / property hereby conveyed to him. The first party has right to receive the compensation/ damage etc. amount / charges on behalf of this exchange deed.

IN WITNESS WHEREOF the parties here to have signed this deed of exchange on date month and year first above written: -

FIRST PARTY

SECOND PARTY

WITNESS No. 1

WITNESS No. 2

**Drafted by me at the instance of the parties and the contents thereof have been read over and explained to the FIRST PARTY and SECOND which they admit to be correct as per their knowledge and put their Signatures in my presence.**

## SPECIAL POWER OF ATTORNEY

(except sale, mortgage, transfer)

KNOW ALL MEN BY THESE PRESENT THAT I,  
.....do hereby appoint,  
nominate and constitute .....  
.....as my lawful attorney to do or cause to be done,  
execute or cause to be executed, perform or caused to be performed, all or any of the  
following acts, deeds and things for me and on my behalf & in my name in respect of  
my share in property / land comprised in Khata Khatoni  
.....

Whereas the executant is not in position to look after, manage, the land / property  
at above mentioned place due to domestic circumstances so the executent has executed  
this Special Power of Attorney for doing the following deeds, acts and things :-

1. To deal with all concerned authorities/departments and sign all kinds of applications / affidavits and other relevant documents for any purpose. (except sale, mortgage, transfer)
2. To file & defend any court case against any person or persons against any authorities and file further appeal in any other court of law in anywhere in India and represent me in any civil, revenue, revision or any appellate court of law, and file & defend any suit, plaint, written statement etc. and record statement on my behalf, and appoint any Advocate, pleader or any other person in any court case, and file any documentary or all evidence in any court case, and do all needful acts on my behalf and also represent me in any pending court case and file any enhancement of compensation case and appoint to further attorney on my behalf.
3. To deal with revenue authorities and attest the mutation of the said land in my name or in the name of any person / Co. and apply for correction of revenue entries and partition proceeding/agreement, demarcation of the same etc. and withdraw any court case and enter into any compromise agreement and appoint sub- attorney on my behalf.
4. To look-after, manage my said properties and make all kind of correspondence with all concerned authorities / department.
5. To look-after, manage, construct my property and make all kind of correspondence with all concerned authorities/ department.
6. To appear before the Municipal Authority / Panchayat Authority / Revenue Authority / Competent Authority for submitting map and for any other reason & sign all the documents on my behalf and raise construction upon the said land as per approved map.
7. To receive the rent from the any tenant of the our / my shops and taking back the possession from the tenant and he has not rented out the any premises.
8. To purchase any courts fee, stamps/ and apply for refund of the same and sign

all relevant documents.

9. To appear before any sub-registrar for any purpose and attest the Mutation of the said land / property in the name of any person and sign all the relevant documents for the same purpose.

10. To appear before any authority for any purpose and sign all the documents on my behalf (except sale, mortgage, transfer )

AND GENERALLY TO DO ALL other needful acts, deeds, and things, as our Attorney may deem fit and proper from time to time.

I, do hereby ratify all the acts deeds and things done by my attorney under this power of attorney from time to time as the same is done by me personally.

IN WITNESSES whereof I, have set my hands on this power of attorney at Shimla on this .....day of .....2017 .

EXECUTANT

Witnesses

1.

2.