**Deed of Re-conveyance of Mortgaged Property**

**THIS DEED OF RECONVEYANCE OF MORTGAGED PROPERTY** made at \_\_\_\_\_\_\_\_ this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ Two thousand \_\_\_\_ BETWEEN **ABC** of \_\_\_\_\_\_\_\_, Indian Inhabitant, having his address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called **“THE MORTGAGEE”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **ONE PART** and **THE XYZ HOTELS LTD**., a company registered under the Companies Act, having it’s registered address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called **“THE MORTGAGOR”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**;

WHEREAS:—

(a) The Mortgagor is the owner of the property more particularly described in the Schedule hereunder written and hereinafter referred to as **“the said property”**.

(b) By a Deed of Mortgage dated \_\_\_\_\_\_\_\_\_\_ registered in the office of the Sub-Registrar of Assurances at \_\_\_\_\_\_\_\_\_\_ under Serial No.\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_, the Mortgagor created mortgage of the said property in favour of the Mortgagee for securing repayment of amounts advanced by the Mortgagee to the Mortgagor as mentioned in the said Deed of Mortgage.

(c) The Mortgagor has paid off all the dues of the Mortgagee under the said Deed in full and the Mortgage debt stands satisfied in full.

(d) In the circumstances, the Mortgagor has requested the Mortgagee to execute the re-conveyance of Mortgaged property to which the Mortgagee has agreed as appearing hereinafter.

NOW THIS DEED OF RECONVEYANCE OF MORTGAGED PROPERTY WITNESSETH that in consideration of the said sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) together with all accrued interest thereof paid to the Mortgagee by the Mortgagor in full of all principal moneys and interest comprising of the entire Mortgage debt due and owing to the Mortgagee on the security of the said equitable Mortgage recited above (the receipt whereof the Mortgagee doth hereby admit and acknowledge and of and from the same doth hereby acquit, release and forever discharge the Mortgagor) HE the Mortgagee doth hereby grant, convey and release forever unto the Mortgagor all and singular the said property described in the **Schedule** hereunder written and referred in hereinbefore recited Deed of Mortgage dated \_\_\_\_\_\_\_\_\_ AND all the estate of the Mortgagee TO HAVE AND TO HOLD the said property hereby granted, conveyed and released or otherwise assured or intended so to be with their rights, easements and appurtenances unto and to the use of the Mortgagor forever freely and absolutely discharged of and from all the principal money and interest intended to be secured by the said Deed of Mortgage dated \_\_\_\_\_\_\_\_\_ and of and from all actions, suits, accounts, reckonings, claims and demands whatsoever either at law or in equity for upon on account or in respect of the said Deed of Mortgage dated \_\_\_\_\_\_\_ or of any act, deed, matter or thing in anywise relating to the said property AND the Mortgagee for himself doth hereby covenant with the Mortgagor that the Mortgagee hath not at any time here to before made, done or executed or knowingly or willingly permitted suffered or been party or privy to any act, deed or thing whereby or by reason or means whereof the said property hereby granted, conveyed and released or intended so to be or any of them or any part thereof are is can shall or may be impeached, affected or encumbered in title, estate or otherwise howsoever AND it is recorded that the Mortgagor has on or before execution hereof returned all the title deeds in respect of the said property to the Mortgagee.

IN WITNESS WHEREOF the said Mortgagee hath hereunto set his hand the day and year first hereinabove written.

**THE SCHEDULE OF THE PROPERTY:**

(Give detailed description of the property)

SIGNED, AND DELIVERED by the )

With in named Mortgagee **ABC** )

In the presence of )

1.

2.

***NOTE*:** Suitable changes should be made depending the nature of
the mortgage.