DEED OF CONVEYANCE IN FAVOUR OF MORTGAGEE

THIS DEED OF CONVEYANCE is made at ........ this ....... day of .... between Mr ........ A' residing at ........ hereinafter referred to as 'the vendor' of the One Part, and Mr 'B' residing at ........ hereinafter referred to as 'the Purchaser' of the Other Part.

WHEREAS the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situate at ........ and more particularly described in the Schedule hereinafter written.

AND WHEREAS by a Deed of Mortgage dated the ........ day of ........ made between the Vendor (therein called the Mortgagor) of the One Part and the Purchaser (therein called the Mortgagee) of the Other Part and registered at the office of the Sub Registrar at ........ under serial No ......... of Book No. 1 on the ..... day of ........ the Vendor, in consideration of the sum of Rs ........ lent and advanced by the Purchaser as Mortgagee, granted and transferred the said land & premises into the Purchaser as Mortgagee as therein mentioned subject to the covenant for redemption therein contained and on the terms, powers & provisions therein provided.

AND WHEREAS there Is now due and owing by the Vendor as Mortgagor to the Purchaser as Mortgagee a sum of Rs ........ for principal and a sum of Rs ........ for interest aggregating to Rs .........

AND WHEREAS the Vendor As unable to repay the said amount and, therefore, requested the Purchaser to purchase the said land and premises in consideration of the said sum of Rs ....... due and owing by the Vendor to the Purchaser and in full discharge of the said mortgage debt and which the latter has agreed to do in the manner following.

AND WHEREAS for the purposes of stamp duty the consideration /market value is fixed at Rs ........

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the said sum of Rs ........ due and payable by the Vendor as Mortgagor to the Purchaser as Mortgagee and in full discharge of the said mortgage debt the Vendor doth hereby grant and convey by way of sale unto the Purchaser the said land and premises more particularly described In the Schedule hereunder written TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, casements, profits, rights and appurtenances whatsoever to the said land and other premises hereby granted or any part thereof belonging or anywise appertaining thereto and All the estate, rights, title. interest, use, possession, benefit, claim and demand whatsoever in law or otherwise of the Vendor to the said piece of land and other the premises hereby conveyed and every part thereof TO HAVE AND HOLD the same unto and to the use and benefit of the Purchaser absolutely and forever to the Intent and purpose that the said mortgage in favour of the Purchaser as Mortgagee and the latter's, right, title and interest in the said land and premises as Mortgagee shall become fully merged In the title of the Purchaser as owner and in full discharge of the personal covenant to pay the mortgage debt and all other moneys payable under the said Deed of Mortgage by the vendor as mortgagor but subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the Municipal Corporation of ........ or any other public body or local authority in respect thereof.

AND THE VENDOR DOTH HEREBY CONVENANT WITH THE PURCHASER THAT

1. The Vendor now has in himself good right and full power to convey and transfer by way of sale the said piece of land, and other the premises hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.

2. The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy, or possess and enjoy the said land, and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption. claim and demand whatsoever from or by him the Vendor or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.

3. The Purchaser shall hold the said land and premises free and clear and freely and clearly and absolutely acquitted, exonerated, and forever released and discharged or otherwise by the Vendor including of the said Deed of Mortgage, and well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by from under or in trust for him.

4. The Vendor and all persons having or claiming any estate, right, title or interest In the said land and premises hereby conveyed or any part thereof by. from, under or in trust for the Vendor or his heirs, executors, administrators and assigns or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, in law whatsoever for the better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser, his heirs. executors, administrators and assigns shall be reasonably required.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

SCHEDULE ABOVE REFERRED TO

(Description of the property)

Signed And Delivered by the

withinnamed Vendor ......

Shri .................. in the presence of ...... ..