

**CONVEYANCE IN FAVOUR OF MORTGAGEE**

THIS DEED OF CONVEYANCE IN FAVOUR OF MORTGAGEE MADE AND EXECUTED AT CHENNAI, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, TWO THOUSAND AND SEVENTEEN,

BY:

1. **Mr.** \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years residing at \_\_\_\_\_, (ID NO: ) (Mobile no ) hereinafter called the 'VENDOR'.

**TO AND IN FAVOUR OF**

**Mr.** \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ , (ID NO: ) (Mobile no ) hereinafter called the 'PURCHASER'

The terms VENDOR and Purchaser, wherever it may occur shall mean and include themselves, their heirs, legal representatives, executors, administrators and assigns.

**THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS**

WHEREAS the VENDOR is the sole, legal, true absolute and exclusive OWNER of the property viz., ..... which is more fully and particularly described in the schedule hereunder , which he has purchased from and out of his own funds and savings, without any ancestral nucleus, from Mr. \_\_\_\_\_ vide a Deed of absolute sale dated \_\_\_\_\_, duly Registered on the file of the Sub Registrar, \_\_\_\_\_, as Document No. \_\_\_\_\_ of \_\_\_\_\_, of Book I,

Ever since the VENDOR has been in continuous, uninterrupted peaceful possession and enjoyment of the said property, with full powers of alienation, without any let or

hindrances, paying all taxes and outgoing payable to the Government and Local Authorities and has got valid and marketable title to the said property.

AND WHEREAS by a Deed of Mortgage for Rs.\_\_\_\_\_ with interest at \_\_\_\_% dated \_\_\_\_\_ 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 \_\_\_\_\_ as Document No.\_\_\_\_ of \_\_\_\_\_ of Book No.1. and in accordance to the condition stipulated in the above Deed of Mortgage the vendor herein has been paying the interest regularly and as such there is no arrears of interest payable by the Vendor.

Now that the vendor herein has decided to dispose the schedule mentioned mortgage property for a consideration of Rs.\_\_\_\_\_, for the reason that he is unable to repay the Mortgaged amount and the purchaser herein has agreed to purchase the same.

#### RECITAL OF PAYMENT

1. The above said mortgage deed dated \_\_\_\_\_,

The principal and interest amount that has

Been adjusted through this sale deed

Rs.\_\_\_\_\_/-

2. The balance of the sale amount is being

paid vide DD/Cash/RTGS

Rs.\_\_\_\_\_/-

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TOTAL

Rs.\_\_\_\_\_/-

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And whereas the Vendor assured that there is no encumbrance on the Schedule mentioned property except the above said mortgage which also has been discharged through this sale deed. Thus, the Schedule mentioned property is as on date free from any encumbrance.

NOW THIS DEED WITNESSETH that pursuant to the balance 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 freely and clearly and absolutely acquitted, exonerated, and forever released and discharged or otherwise by the Vendor including of the said Deed of Mortgage.
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.

### **SCHEDULE OF PROPERTY**

IN WITNESS WHEREOF THE VENDOR AND THE PURCHASER HAVE SIGNED THIS DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN, IN THE PRESENCE OF THE FOLLOWING WITNESSES:

**Witnesses:**

- 1.
- 2.