

**DEED OF CONVEYANCE SUBJECT TO MORTGAGE**

THIS DEED OF CONVEYANCE is made at ..... this ..... day of ...  
..... Between Mr. 'A' of ..... 1 ..... (hereinafter referred to as 'the  
Vendor') of the One Part, and Mr. 'B' of ..... (hereinafter  
referred to as 'the Purchaser') of the Other Part..

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

AND WHEREAS by a Deed of Mortgage dated the ... day of ... made between  
the Vendor therein referred to as the Mortgagor of the One Part and M/s AB & Co. a  
partnership firm by its partners (1)... (2)... (3)... therein referred to as the Mortgagees of  
the Other Part and registered at the office of the Sub Registrar at ... under S. No. . . . of  
Book No. . . . I on the ... day of ... the Vendor has granted and conveyed the said land  
and premises unto the said Mortgagees to secure a sum of Rs.... lent and advanced by  
the Mortgagees to the Vendor and Interest thereon and other moneys becoming due and  
payable thereunder To Have And To Hold the said land and premises unto the said  
mortgagees, subject to the covenant for redemption and to the other terms, provisions  
and declarations therein contained.

AND WHEREAS the Vendor has agreed to sell the said property to the  
Purchaser subject to the said mortgage at the price of Rs ..... .. and has received from  
the Purchaser a sum of Rs ..... as earnest money on the execution of this agreement.

AND WHEREAS the Purchaser has requested the Vendor to execute these  
presents which he has agreed to do.

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

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in  
consideration of the sum of Rs.. . . paid as earnest money and the sum of Rs.. . . paid  
on or before the execution of these presents, making together the said sum of Rs .....  
.. agreed to be paid by the Purchaser to the Vendor (receipt whereof the Vendor  
hereby admits), He, the Vendor doth hereby convey and transfer by way of sale unto the  
Purchaser all that piece of land with the building and structures standing thereon situate  
at ..... .. In the Registration Sub District of ..... .. and more particularly  
described in the Schedule hereunder written and delineated on the Plan thereof hereto  
annexed by red coloured boundary line 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 or any part thereof  
belonging or anywise appertaining thereto and ALL the estate, right, title, interest, use,  
possession, benefit, claim and demand whatsoever at law or otherwise of the Vendor to  
the said piece of land and other the premises hereby conveyed and every part thereof TO  
HAVE TO HOLD the same unto and to the use and benefit of the Purchaser absolutely,  
and for ever but subject to the said mortgage hereinbefore recited and to all the liability  
thereunder And 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 covenant with the Purchaser that,

1. The Vendor now has in himself good right full power and absolute authority to convey and transfer by way of sale the said piece of land, and other the premises hereby conveyed or intended so to he unto and to the use of the Purchaser in the manner aforesaid.,
2. Subject to the said mortgage 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. Subject to the said mortgage the Purchaser shall hold the said land and premises free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever had made, executed. 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 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, conveyances and assurances in the 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 or administrators and assigns shall be reasonably required.

And the Purchaser doth hereby covenant with the Vendor that the Purchaser will pay all the principal amount with interest thereon and all other moneys becoming payable under the said Deed of Mortgage hereinbefore recited and agrees to indemnify and keep indemnified the Vendor against all liability and loss. costs, charges and expenses that he may incur or suffer on account of his personal covenant to pay all the amount due and payable under the said Deed of Mortgage to the said Mortgagees.

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

*THE SCHEDULE ABOVE REFERRED TO  
(Description of the property)*

SIGNED AND DELIVERED BY THE Vendor  
Shri ..... .. in the presence of

Signed by the withinnamed  
Purchaser ..... .. in the presence of

RECEIVED THE day and year first hereinabove written from the abovenamed Purchaser the sum of Rs ..... .. which together with the sum of Rs ..... .. received as earnest money as aforesaid makes up the sum of Rs ..... .. being the full consideration to be paid by him to me.

Witness

I say received  
Vendor