

CONVEYANCE OF IMMOVABLE PROPERTY SUBJECT TO EXISTING MORTGAGE

THIS INDENTURE is made at _____ on this _____ day of _____ in the Christian Year Two thousand ____ **BETWEEN** **M/s.** _____, a Company incorporated under the provisions of the Companies Act 1956/2013, by the hands of its authorized Director _____, having its registered office at _____, hereinafter referred to as **"THE VENDOR"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **ONE PART;** **AND (1)** _____, **and (2)** _____, both of _____, Indian Inhabitants, having their common address at _____, hereinafter collectively referred to as **"THE PURCHASERS"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **OTHER PART;**

WHEREAS:—

- (a) The Vendor is the Owner of and seized and possessed of or otherwise well and sufficiently entitled to the plot of land bearing Survey No. __, C.T.S. Nos. _____ admeasuring approx. _____ square yards equivalent to _____ square meters

or thereabouts situated at _____ together with structures standing thereon and more particularly described in the **FIRST SCHEDULE** hereunder written and delineated on the plan annexed hereto and shown with red colour boundary line thereon and hereafter referred to as ***“the said property”***.

The Vendor's title to the said property arises as under:-

(Set out flow of Vendor's title to the said property)

- (b) By the registered Deed of Mortgage dated _____ (*registered on _____ u/s. No. _____ with _____ at _____*), the Vendor (*being the Mortgagor therein*) has mortgaged the said property in favour of one M/s. _____ (***“the said Mortgagee”***) in consideration of a principal sum of Rs. _____/- (Rupees _____ only) lent and advanced by the said Mortgagee against the security and mortgage of the said property on the terms, conditions and covenants recorded in the said Deed of Mortgage dated _____.
- (c) A sum of Rs. _____/- (Rupees _____ only) is as on date due and payable by the Vendor as Mortgagor to the said Mortgagee (*being a sum of Rs. _____/- on account of principal sum and a sum of Rs. _____/- on account of accumulated interest aggregating to Rs. _____/-*). However,

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