FORM No. V

Rules to regulate the grant of advance to State Government servants for building, etc. of houses

Form of Reconveyance for House Building Advances, vide rule 8 (c)

THIS DEED OF RECONVEYANCE IS MADE this the .................. day of 199. between the Governor of Orissa (hereinafter called the Mortgagee which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the one part and ................................... (hereinafter called the Mortgagor which expression shall unless exclude by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the other part.

WHEREAS by an indenture of mortgage, dated the .................. day of 199. and between the Mortgagor of the one part and the Mortgagee of the other part and registered at ............... in Book ............... Volume ............... Pages ............... (hereinafter called the Principal Indenture), the Mortgagor mortgaged the property at ............... and more particularly described in the Schedule hereunder written to the Mortgagee to secure an advance of Rs. ............... made by the Mortgagee to the Mortgagor.

AND WHEREAS all money due and owing on the security of the principal indenture have been fully paid and satisfied and the Mortgagee has accordingly at the request of the Mortgagor agreed to execute a reconveyance of the Mortgaged premises as is hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises the Mortgagee doth hereby grant assign and reconvey unto the Mortgagor, ALL THAT the piece of the land situate at .................. and comprised in the said principal indenture and more particularly described in the schedule hereunder written with their rights easements appurtenances as in the Principal Indenture expressed and all the estates right, title, interest, property, claim and demand whatsoever of the Mortgagee into out of or upon the said premises by virtue of the principal indenture to have and to hold the premises hereinbefore expressed to be hereby granted, assigned and reconveyed unto and to the use of the Mortgagor, forever free and discharged from all money intended to be secured by the said principal indenture and from all actions, dues, accounts, claims and demands for, or in respect of, the said moneys or any part thereof, or, for or in respect of, the principal indenture or of anything relating to the premises AND the Mortgagee hereby convenants with the Mortgagor that the Mortgagee has not done or knowingly suffered or been partly or privy to anything whereby the said premises or any part thereof, are/is or can be impeached, incumbered or affected in title estate or otherwise howsoever.
IN WITNESS whereof the Mortgagee has caused on his behalf to set his hand the day and year first above written.

SCHEDULE ABOVE REFERRED TO

Signed by for and on behalf of the Mortgagee.

In the presence of—

1st witness

Address

Occupation

2nd witness

Address

Occupation

...