

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 (e)

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.....of.....(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..... to.....as No.....for.....(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 moneys 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 covenants 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

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

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement  
and in consideration of the premises the Mortgagee hath hereby granted, sold, aliened,  
reconveyed unto the Mortgagee, 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  
cessants appurtenances as in the principal indenture expressed and all the estates  
right title interest property claim and demand whatsoever of the Mortgagee into  
one of or upon the said premises by virtue of the principal indenture to have and to  
hold the premises hereinafter expressed to be hereby granted, assigned and reconveyed  
unto and to the use of the Mortgagee forever free and discharged from all mortgages  
indebted to be secured by the said principal indenture and from all actions, dues,  
accounts, claims and demands for or in respect of the said money or any part  
thereof or for or in respect of the principal indenture or of anything relating to the  
premises AND the Mortgagee hereby covenants with the Mortgagee that the Mortgagee  
has not been or knowingly suffered or been party or privy to anything whereby  
the said premises or any part thereof, title or claim or can be impeached, incumbered or  
affected in this state or otherwise howsoever.