

FORMAT OF CONVEYANCE DEED

This Deed of Sale (CONVEYANCE DEED) is made at Ranchi on this the day of 2023.

ARYAN DEVELOPERS & REALTORS PVT. LTD. (PAN-AAFCA7896N), having its office at 2nd Floor, Arctic Mall, Bariatu Road, P.S. Bariatu, Dist. Ranchi, State Jharkhand represented through Director **SRI AMRENDRA KUMAR SINHA (D.O. B. 15.03.1964, AADHAR No. XXXX XXXX 2312 & Mob. No. 9431115321)** S/o Late Bama Shankar Prasad, by faith-Hindu, by caste General (Not Govern under C.N.T. Act, 1908), by occupation Business, resident of ALKA NIWAS, Manda Bagicha, Harihar Singh Road, P.S. Bariatu, Dist. Ranchi, State Jharkhand (hereinafter referred to as the "Seller (which expression shall unless repugnant to the context or meaning thereof hr deemed to mean and include its successors-in-interest executors, administrators and permitted assignees) of the **FIRST PART.**

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AND

MR. (PAN-....., AADHAR No. & Mob. No.) son of by caste by occupation resident ofP.S., District State Indian Citizen hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS Seller is the absolute Owner and in possession over the **Flat No.** on the **Floor** measuring super build up area **sq. ft.** a multi storied residential building namely "**ACHYUT ENCLAVE**" and one car parking space in ground floor with undivided proportionate share of land **sq. ft.** constructed over the land of R.S. KHATA No. 129, PLOT No. 348, AREA 16.70 DECIMAL SITUATED VILLAGE TUPUDANA, P.S. DHURWA, THANA NO. 267, DIST. RANCHI BEARING HOLDING No. 0550004243000Z0, WARD No. 55, NEW WARD No. 53 OF R.M.C., RANCHI more fully described in schedule "B" below and same has been acquired by virtue of registered Development agreement dated 17.06.2021, which was registered at District Sub Registrar Office, Ranchi vide **Document No. 2021/RAN/3506/BK1/3126, Book No. BK1, Volume No. 395, Page No. 381 to 458, for the year 2021.**

WHEREAS Land Owner Swami Purnanand Puri Disciple of Swami Param Gyanand Puri Ji Maharaj, resident of Parmarth Sewa Sadan, Adwait Swarup Ashram, Prem Path, Hatia, Ranchi is the absolute Owner and in possession over the land of R.S. Khata No. 129, Plot No. 348, Area 16.70 Decimal situated at Village Tupudana, P.S. Hatia, Thana No. 267, Holding No. 0550004243000Z0, WARD No. 55, NEW WARD No. 53 of R.M.C., Ranchi.

WHEREAS Revisional Survey Record of right of Khata No.- 129, R.S. Plot No. 348 situated at Mouza -Tupudana, Thana No. 267, P.S. Hatia, Dist.-Ranchi it is originally recorded in Khatian in the name of Lal Jagarnaih Nath Shahdeo and others as Bakast Malik.

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AND WHEREAS the said land acquired by Sri Madhusudan Choudhary S/o Late Sheo Lochan Choudhary and registered on 10.01.1961 at Ranchi and entered in Book No. I, Vol. No. 5, Page No. 563 to 569 being deed No. 217 dated 10.01.1961 and said land sold to Sri Navaneet Lal Amrit Lal Vora S/o Late Amrit Lal Vora and handed over the peaceful possession to him.

AND WHEREAS Shri Navaneet Lal Amrit Lal Vora sold 08 Katha being portion of Plot No. 348, under Khata No. -129 situated at Mouza-Tupuuanta, Thana No. 267, P.S. Hatia, District - Ranchi to Smt. Bhagwani Devi alias Smt. Bhagmati Devi wife of Sri Kedar Ram by virtue of registered sale deed No.-9713 Serial No.-10396 dated 01.12.1982 and entered in Book-No. 1, Volume No. 33, Page No. 174 to 181 in the year 1984 and put his in peaceful possession thereof.

AND WHEREAS the said Smt. Bhagwati Devi alias Smt. Bhagmati Devi wife of Sri Kedar Ram sold the land of R.S.Khata No. 129, Plot No. 348 marked as Sub Plot No. 348A/1B & C (2), Area 08 Kathas situated at Mouza -Tupudana, Thana No. 267, P.S. Hatia, Dist.-Ranchi to Swami Purnanand Puri & Swarni Atulyanand Puri both Chela of Sri Param Gyananand Puri Ji Maharaj vide Sale Deed No. 9941 dated 03.11.1989 and handed over the peaceful possession to them.

AND WHEREAS the said Sri Navaneet Lal Amrit Lal Vora S/o Late Amrit Lal Vora sold 11.2 Katha (more less) of the said land to Sri Rama Shankar Prasad Singh S/o Sri Lal Bahadur Singh by virtue of registered sale deed No. 9713 Serial No. 10396 dated 01.12.1982 which was registered at District Sub Registrar Office, Ranchi and entered in Book No. 1, Vol. No. 34, Page No. 335 to 343 for year 1984 and put his in peaceful possession thereof.

AND WHEREAS after purchase of the said land Rama Shankar Prasad Singh mutated his name in the office of Namkum Anchal, Ranchi under mutation case No. 25 R-27/1983-84 and paid revenue rent to the state.

AND WHEREAS the said Land Sri Rama Shankar Prasad Singh S/o Sri Lal Bahadur Singh, resident of Qr. No. B-11/336, P.O. Dhurwa, P.S. Hatia. Dist. Ranchi (Jharkhand) sold the land of R.S.Khata No. 129, Plot No. 348 marked as Sub Plot No. 348A/1B & C (1), Area 11.2 Kathas to SWAMI PURNANAND PURI CHELA OF SHREK PARAM GYANANAND PURI JI MAHARAJ vide Sale Deed No. 9940 dated 03.11.1989 and handed over the peaceful possession to them.

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AND WHEREAS Swami Purnanand Puri and Swami Atulyanand Puri both Chela of Param Gaynandpuri Ji Maharaj jointly purchased total land measuring 19.2 Katha of Khatha No. 129 portion of Revisional Survey Plot No. 348. situated at Village-Tupudana. Thana No. 267, P.S. Hatia, District – Ranchi through two deeds of sale 8 Kathas from Smt. Bhagmati Devi and 11.2 Kathas from Amrit Lal Bara both sale deed registered before the District Sub Registrar, Ranchi being Deed No. 9941 for the year 1989 and Deed No. 9713 for the year 1982 respectively.

AND WHEREAS after acquiring the said land Swami Purnanand Puri and Swami Atulyanand Puri mutated their name in the office of Namkum Anchal, Ranchi.

AND WHEREAS to avoid further complication Swami Purnanand Puri filed a partition Suit in the Court of Sub Judge, Ranchi against Swami Atulyanand Puri for partition of the aforesaid land measuring 19.2 Katha land of Katha No 129 partition of Revisional Survey Plot No. 348 situated at Village Tupudanu Thana No, 267, P.S.-Hatia, District - Ranchi registered as Partition Suit No. 214 for the year 2011 and therefore Swami Purnanand Pun Plaintiff of the above Suit and Swami Atuiyanand Puri Defendant of the above suit filed a joint compromise petition before the Sub Judge I Ranchi and thereafter hearing the parties the learned Sub Judge II, Ranchi has passed a decree for partition on the basis of compromise petition on the 2nd day of July 2013 and thereafter they came in separate possession thereon.

AND WHEREAS according to decree passed by Sub Judge-II, Ranchi 11.1 Kathas of Khata No. 129 Revisional Survey Plot No. 348 situated at Village-Tupudanu. Thana No. 267, P.S. Hatia, Dist.-Ranchi allotted to Swami Purnanand Puri (Land owner) and thereafter he name in peaceful possession thereon and got his name mutated in the office of Circle Officer Namkum, Ranchi vide Mutation Case No. 3968 R-27/2017 and thereafter he is regularly paying rent to the state in his own name with respect to the aforesaid, **which Jamabandi is recorded in Register-II, Vol. No. 17 at Page No. 51.**

AND WHEREAS, as per the documents of title, the OWNER is well and sufficiently entitled to and has the right, title and interest over all that piece and parcel of 10.1 Kathas being, portion of. Plot No, 348,

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under Khata No.-129 situated at Mouza-Tupudana, Thana No. 267, P.S. Hatia, District-Ranehi bearing Holding No. 0550004243000ZO of Old ward Ho. 55, New Ward No. 53, more fully described in Schedule-A below.

AND WHEREAS the Land Owner covenant that the aforesaid property is in his exclusive possession with absolute and subsisting right, title and interest and the same is free from all encumbrances, debt, lien charge and attachment and in marketable condition and have in their good right full power and that he has absolute authority and right to transfer the whole or part of the Schedule "A" property and to deal with the same in the any manner.

AND WHEREAS the said Land Owner is developing his land morefully described in schedule-A by constructing multi storied residential building consisting of several residential flats including parking space in the ground floor through Seller and entered into a registered Development Agreement dated 17.06.2021 inter-alia for the purpose of development and sale of the undivided proportionate share of land of schedule-A property by constructing multi storied residential building consisting of residential flats and car parking space in the ground floor.

AND WHEREAS in order to construct multi-storied building on the said land, the above named Seller got the Building plan sanctioned by R.M.C., Ranchi vide **B.C. No. RMC/BP/0170/W53/2021** and on the terms and conditions mentioned in the said Development Agreement; and the Seller is constructing e multi-storied Building commonly known and called "**ACHYUT ENCLAVE**", as per plan sanctioned by the competent authority R.M.C. Rachi.

The Seller has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Ranchi on under registration 433.

AND WHEREAS the PURCHASER has inspected the Title Deed and also seen and approved plan map and satisfied himself about the right title and interest of the Seller and the Seller accepted the same and agreed to sale a flat from Developer's allocation vide **Flat No.** on the **Floor** measuring **super built-up area** sq. ft. more or less in the Multi storied residential Building namely

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“ACHYUT ENCLAVE”, with invisible, un-demarcated, undivided proportionate share of land area i.e. sq. ft. more or less with right to use common facilities and amenities and Developer agreed to sale the same at total consideration amount of Rs./- (Rupees) and the purchaser has also agreed to purchase of above said flat for the above mentioned sale consideration.

The Seller has obtained the final layout plan approvals for the Project from Ranchi Municipal Corporation. The Seller agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

NOW THIS SALE DEED WITNESSETH AS HERE UNDER :

1. That the entire sale consideration amount of the above said flat amounting to Rs./- has been received by the Seller from the purchaser, as full and final sale consideration of the above said flat, prior to the execution of this sale deed the receipts of which is hereby admitted and acknowledged by the Seller. The details of the payments is given as hereunder :-

Cheque/DD No.	Amount	Dated	Name of the Bank

2. That the Seller has handed over the actual, physical, vacant possession of the said flat unto the purchaser and purchaser has taken the possession and he/she is in possession of the same.
3. That in consequences of the aforesaid consideration, the said flat is hereby conveyed as absolute owner thereof at all time and from time to time without any interruption by the Seller or any other person claiming through or under the Seller.
4. That the Seller hereby undertake and agree to get the above said flat mutated in the name of purchase in all relevant revenue recorded and/or in any other records of any authority concerned and the Seller shall any or all documents required in this behalf and/or the purchaser get mutation at his own level on the basis of this sale deed even in the absence of Seller.

5. That the said flat sold hereby is free from all sort of encumbrances such as sale, mortgage, litigation, disputes, attachment, acquirement, charges, claim etc and the Seller has subsisting right to sell, transfer and convey the same in any or all manners.
6. That the Seller hereby undertake to indemnify the purchaser in case any defect in the title of the Seller is found of the above said flat.
7. That the purchaser has right to use in common any or all casement rights, common path, common stairs, common passage, common sewage, drainage etc.
8. That the Seller is liable to pay all taxes and charges of the said flat upto the date of registration of the sale deed and thereafter all such taxes and charges shall be paid and borne by the purchaser.
9. That the purchaser has borne all expenses of stamp duty, Registration fee and legal charges in respect of sale deed.
10. That has right to use, utilize, hold, sell and transfer the said flat in any or all the manners and the purchaser has right to use the said flat in all manners.
11. That the purchaser has the proportionate right in the land and the event of any natural calamity like fire, earthquake, flood and the said building collapse or is materially, damaged then in that event the purchaser above named shall have a right to reconstruct the same and he shall have right to raise pillars beams etc. from the hand and/ the said flat and the Seller, his legal heirs, other transfers or assigns shall have no right to object in manner whatsoever it may be.
13. That the PURCHASER shall have every right to get new electric, water, sewer connection(s) or may get transferred and/or changed in his/their own name in the records of Department/Authority concerned on the basis of this deed without any further consent of the seller.

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14. The purchaser shall not do any illegal activities in the above said flat which are against the rules which may cause damages/loss to the neighbors and the other flat owners of the project. PROVIDED ALWAYS AND it is hereby agreed that wherever and whenever such interpretation would be requisite to give the fuller possible scope and effect or any contract or covenant herein contained. The expression, seller and purchaser include their heirs, executors, administrators, legal representatives and assigns language and it is hereby declared by both the parties that in any case the interpretations of this sale deed in considered necessary the English language drafting shall prevail of all intents and purposes.

SCHEDULE-A

ALL THAT PIECE AND PARCEL OF LAND OF R.S. KHATA No. 129, PLOT No. 348, AREA 16.70 DECIMAL SITUATED VILLAGE TUPUDANA, P.S. DHURWA, THANA NO. 267, DIST. RANCHI BEARING HOLDING No. 0550004243000Z0, WARD No. 55, NEW WARD No. 53 OF R.M.C., RANCHI, WHICH IS BUTTED AND BOUNDED AS FOLLOWS :-

North : Part of Plot No. 274 & 275
South : R.S. Plot No. 278 & 273
East : R.S. Plot No. 272
West : R.S. Plot No. 277

SCHEDULE-B

ALL THAT Flat measuring super built up area sq. ft. approximately being **Flat No.** on the **Floor** and one car parking space in the ground floor of the building commonly known as "ACHYUT ENCLAVE", standing on Schedule - A land shown in RED WASH in the map attached herewith forming part of this deed with undivided proportionate share of land sq. ft. in the schedule - A land along with all facilities, amenities, common area of the said flat, together with right to use all common facilities and amenities of the said Apartment. The flat is bounded and butted as follows :-

North :-
South :-
East :-
West :-

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CERTIFICATE

It is certified that the property mentioned in the Schedule do not comes under the Government land. The aforesaid land has not been acquired by the any Government for C.C.L., B.C.C.L., H.E.C. or E.C.L. It is further certified that the land is not a Schedule Tribes land and free from ceiling and do not fall under the land of Math, Mandir, Girja, Masjid, Gurudwara, Hargari, Sarna, or Pahnai.

IN WITNESS whereof, it is declared by the Seller and the Purchaser that this sale deed has been drafted by the advocate on their instructions and after satisfying the same in their Vernacular, the seller and purchaser have signed and executed this sale deed on the day, month and year, first hereinabove written in the presence of the Seller and Purchaser.

WITNESS

1.

Seller

2.

Purchaser

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