

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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Managing Director

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 "**ARYAN ENCLAVE**", **Block B & C** 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. 29, PLOT NO. 274, AREA 05 DECIMAL AND PLOT NO. 275, AREA 46 DECIMAL, TOTAL AREA 51 DECIMAL FROM THE SOUTH SIDE SITUATED VILLAGE TUPUDANA, P.S. DHURWA, THANA NO. 267, DIST. RANCHI BEARING HOLDING NO. 0530003355000Z0, WARD NO. 53, NEW WARD NO. 51 OF R.M.C., RANCHI more fully described in schedule "B" below and same has been acquired by virtue of registered Development agreement dated 19.09.2022, which was registered at Sub Registrar office Ranchi Urban 2, Ranchi vide **Document No. 2022/RANU2/2041/BK1/1886, Book No. BK1, Volume No 199, Page No 83 to 162, for the year 2022.**

WHEREAS Land Owner Sri Bhagru Mahto S/o Sri Gandur Mahto is the absolute Owner and in possession over the land of R.S. Khata No. 29, Plot No. 274, Area 05 Decimal and Plot No. 275, Area 46 Decimal Total area 51 Decimal situated at Village Tupudana, P.S. Hatia, Thana No. 267, Holding No. 0530003355000Z0, Ward No. 53, New Ward No. 51 of R.M.C., Ranchi.

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AND WHEREAS the Revisional Survey Record of Right of R.S. Khata No. 29, Plot No. 274, Area 11 decimals and Plot No. 275, Area 91 decimal beside other plots situated at Village Tupudana, P.S. Ranchi, present P.S. Hatia, Thana No. 267, District Ranchi is recorded in the name of Charku Singh, Puran Singh both sons of Dashrath Singh & others, by caste Kshatriya as Kaimi.

AND WHEREAS the said recorded tenant Charku Singh & others sold the said land to Rameshwar Singh S/o Balbhadra Singh, by caste Kshatriya, resident of Tupudana, Ranchi by virtue of registered sale deed No. 2122 dated 06/05/1957 which was registered at District Sub Registrar Office, Ranchi and entered in Book No. I, Vol. No. 21, Page No. 7 to 10 for the year 1957 and put him in peaceful possession over the same.

AND WHEREAS the said Rameshwar Singh S/o Balbhadra Singh sold the land of R.S. Khata No. 29, Plot No. 274, Area 5.50 decimal out of 11 decimal and Plot No. 275, Area 45.50 decimal out of 91 decimal, Total Area 51 decimal situated at Village Tupudana, P.S. Ranchi, present P.S. Hatia, Thana No. 267, District Ranchi to Bhagru Mahto and Mahesh Mahto both sons of Gandura Mahto, by caste Koiri, resident of Tupudana, P.S. Hatia, Dist. Ranchi Ranchi by virtue of registered sale deed No. 7302 dated 15/09/1980 which was registered at District Sub Registrar Office, Ranchi and put him in peaceful possession over the same.

AND WHEREAS the said Rameshwar Singh S/o Balbhadra Singh sold the land of R.S. Khata No. 29, Plot No. 274, Area 5.50 decimal out of 11 decimal and Plot No. 275, Area 45.50 decimal out of 91 decimal, Total Area 51 decimal situated at Village Tupudana, P.S. Ranchi, present P.S. Hatia, Thana No. 267, District Ranchi to Bhagru Mahto and Mahesh Mahto both sons of Gandura Mahto, by caste Koiri, resident of Tupudana, P.S. Hatia, Dist. Ranchi Ranchi by virtue of registered sale deed No. 7303 dated 15/09/1980 which was registered at District Sub Registrar Office, Ranchi and entered in Book No. I, Vol. No. 73, Page No. 185 to 187 for the year 1980 and put him in peaceful possession over the same.

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AND WHEREAS the said Bhagru Mahto and Mahesh Mahto both sons of Gandura Mahto partitioned the land between them by virtue of partition dated 06.10.2020 and according to said partition the land of R.S. Khata No. 29, Plot No. 274, Area 05 decimal and Plot No. 275, Area 46 decimal, Total Area 51 decimal from the south side situated Village Tupudana, P.S. Dhurwa, Thana No. 267, Dist. Ranchi is exclusively allotted to Bhagru Mahto and put him in peaceful possession over the same.

AND WHEREAS after acquiring the said land Bhagru Mahto mutate his name in the office of Namkum Anchal, Ranchi under mutation case No. 8269 R-27/2021-22, **which Jamabandi is recorded in Register-II, Vol. No. 23 at Page No. 88 and rent has been paid upto 2021-22 vide Rent Receipt No. 0888830203.**

Thus the Land Owner Sri Bhagru Mahto became the absolute owner over the land of R.S. Khata No. 29, Plot No. 274, Area 05 decimal and Plot No. 275, Area 46 decimal, Total Area 51 decimal from the south side situated Village Tupudana, P.S. Dhurwa, Thana No. 267, Dist. Ranchi bearing Holding No. 0530003355000Z0, Ward No. 53, New Ward No. 51 of R.M.C., Ranchi.

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 15.09.2022 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/0211/W51/2022 dated 09.03.2022** and on the terms and conditions mentioned in the said Development Agreement; and the Seller is constructing a multi-storied Building commonly known and called “**ARYAN ENCLAVE**”, **Block B & C** as per plan sanctioned by the competent authority R.M.C. Ranchi.

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 “**ARYAN ENCLAVE**”, **Block B & C** 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 :-

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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.

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 Managing Director

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.
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. 29, PLOT NO. 274, AREA 05 DECIMAL AND PLOT NO. 275, AREA 46 DECIMAL, TOTAL AREA 51 DECIMAL FROM THE SOUTH SIDE SITUATED VILLAGE TUPUDANA, P.S. DHURWA, THANA NO. 267, DIST. RANCHI BEARING

HOLDING NO. 0530003355000Z0, WARD NO. 53, NEW WARD NO. 51 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 "ARYAN ENCLAVE", Block B & C 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 :-

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.

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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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Managing Director