

**FORMAT OF CONVEYANCE DEED**

**This Deed of Sale (CONVEYANCE DEED) is made at Ranchi on this the ..... day of ..... 2024.**

**ARYAN DEVELOPERS & REALTORS PVT. LTD. (PAN-AAFCA7896N),** having its office at 2<sup>nd</sup> Floor, Arctic Mall, Bariatu Road, P.S. Bariatu, Dist. Ranchi, State Jharkhand represented through Director **SRI ABHISHEK SINHA (D.O. B. 12.09.1996, AADHAR No. XXXX XXXX 5186 & Mob. No. 8877788818)** S/o Sri **AMRENDRA KUMAR SINHA**, 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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**Director**

**AND**

MR. .... (PAN-....., AADHAR No. .... & Mob. No. ....) son of ..... by caste ..... by occupation ..... resident of .....P.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 ASHRAY**" 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 02.11.2023, which was registered at District Sub Registrar Office, Ranchi vide **Document No. 2023/RANU2/2496/BK1/2331, Book No. BK1, Volume No. 255, Page No. 481 to 544.**

WHEREAS, Mossamat Basidan alias Bibi Mashidan wife of Sayad Gulam Hussain, through a registered deed bearing deed no. 5778, entered in Book No. 1, Volume No. 38, Pages 320 to 323 registered in the office of the D.S.R. Ranchi dated 27.08.1951 transferred portion of R.S. Plot No. 797, Khata No. 67, P.S. No. 267, Khewat No. 3, admeasuring an area of 25 decimals situated at village Tipudana, Police Station Hatia, District Ranchi, in favour of Sri Ram Kishun Sahu son of Late Bandhu Sahu and Sri Ramjatan Sahu son of Late Debi Sahu.

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AND WHEREAS Sri Ram Kishun Sahu son of Late Bandhu Sahu and Sri Ramjatan Sahu son of Late Debi Sahu after purchasing the said land, got the land mutated in their names.

AND WHEREAS pursuant to a sale deed being Deed No. 9028 dated 28.11.1995 by and between Sri Ram Kishun Sahu son of Late Bandhu Sahu & Sri Ramjatan Sahu son of Late Debi Sahu and Smt. Pushpa Gupta wife of Sanjoy Gupta, the Land Owner, the Land Owner became owner of all piece and parcel of portion of R.S. Plot No. 797, Khata No. 67, P.S. No. 267, Khewat No. 3, situated at village Tipudana, Police Station Hatia, District Ranchi.

AND WHEREAS after acquiring the said land Mira Dey mutated their name in the office of Namkum Anchal, Ranchi.

AND therefore the LAND OWNER is in exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, loan, charges or attachment and in marketable condition and has good right, full power and absolute authority and title to transfer good right, full power and absolute authority having perfect title to transfer the whole or part of portion of R.S. Plot No. 797, Khata No. 67, P.S. No. 267, Khewat No. 3, admeasuring an area of 9 Kathas vide sale Deed No. 3318 Dated 10.06.1997 and R.S. Plot No. 797, Khata No. 67, P.S. No. 267, Khewat No. 3, admeasuring an area of 4 Kathas and 10 Chataks vide sale Deed No. 3319 Dated 10.06.1997 situated at village Tupudana, Police Station Hatia, District Ranchi more particularly described as "**Schedule- A**" property

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 22.52 Dec. being, portion of. Plot No, 797, under Khata No.-67 situated at Mouza-Tupudana, Thana No. 267, P.S. Hatia, District-Ranchi bearing Holding No. 0550009049000Z0 and 0550009059000Z0 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 more fully 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 02.11.2023 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/0749/W53/2022** 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 "**ARYAN ASHRAY**", 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 ASHRAY**", 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.

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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 piece and parcel of R.S. Plot No. 797, Khata No. 67, P.S. No. 267, Khewat No. 3, holding number 0550009049000Z0 and 0550009059000Z0, admeasuring an area of 22.52 decimals situated at village Tupudana, Police Station Hatia, District Ranchi.

<i>Khata No.</i>	<i>Plot No.</i>	<i>Sub-Plot No.</i>	<i>Area</i>
67	797	797/part	14.88 dec (9 katha)
67	797	797/part	7.64 dec (4 katha 10 Chattak)
		<b>Total</b>	<b>22.52 dec</b>

North : R.S. Plot No. 796  
South : Part of Plot No. 797  
East : Part of Plot No. 797  
West : Road

#### **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 ASHRAY", 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.

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

Aryan Developer's & Realtor's Pvt. Ltd.

  
Director

2.

Purchaser