

## FORMAT OF CONVEYANCE DEED

**This Deed of Sale (CONVEYANCE DEED) is made at Ranchi on this the ..... day of ..... 2021.**

**RIDHI SIDHI DEVELOPERS**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at G-5, Sai Apartment, Kutchery Road, P.S. Kotwali, Dist. Ranchi (**PAN-AAVFR0494G**), represented by its authorized Partner **SRI KASHI NATH JHA (AADHAR No. 2976 5471 4185 & Mob. No. 9431186536)** S/o Late Shailendra Nath Jha, by faith Hindu, by caste Brahmin, by occupation Business, **hereinafter referred to as the "Sellar (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest executors, administrators and permitted assignees.)**

### 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 the (1) **SHAMBHU DAYAL SINGH** S/o Late Alakh Deo Narayan Singh and (2) **PRATIUS KUMAR** S/o Sri Shambhu Dayal Singh are the absolute owner and in possession of land comprised of R.S. Khata No. 09, Plot No. 17, Sub Plot No. 17/63 being M.S. Plot No. 1715, Sub Plot No. 1715/B, Area 11 Katha, 11 Chataks 02 sq. ft. correspondent Holding No. 0220002980000A2, Ward No. 22 of Ranchi Municipal Corporation, Ranchi situated at Village Chadri, Kutchery Road, P.S. Kotwali, Thana No. 199, Dist. Ranchi (Jharkhand).

(2)

AND WHEREAS the (3)**Smt. Bela Devi** W/o Late Shankar Dayal Singh (4) **RANJIT SINGH** S/o Late Shankar Dayal Singh is the absolute owner and in possession of land comprised of R.S. Khata No. 09, Plot No. 17, Sub Plot No. 17/63 being M.S. Plot No. 1715, Sub Plot No. 1715/A, Area 11 Katha, 09 Chataks 01 sq. ft. correspondent Holding No. 0222979000A2, Ward No. 22 of Ranchi Municipal Corporation, Ranchi situated at Village Chadri, Kutchery Road, P.S. Kotwali, Thana No. 199, Dist. Ranchi (Jharkhand).

AND WHEREAS the Revisional Survey Record of Right of Khata No. 09, Plot No. 17, Area 68 decimal, Plot No. 18, Area 2.12 Acres situated at Village Chadri, P.S. Kotwali, Thana No. 199, Dist. Ranchi is recorded in the name of Landlord Harwansh Singh as Bakast Malik.

AND WHEREAS Landlord Harwansh Singh died leaving behind only son Alakhdeo Naryan Singh who being the legal heirs and successor inherit the property left by his father and came in peaceful possession till his life.

AND WHEREAS Alakhdeo Naryan Singh also died leaving behind three sons namely (1) Shambhu Dayal Singh (2) Arvind Kumar Singh and (3) Shankar Dayal Singh.

AND WHEREAS Shankar Dayal Singh filed a partition suit vide suit No. 205 of 1973 against his father Alakhdeo Narayan Singh, his brother Shambhu Dayal Singh & Arvind Kumar Singh and his mother Smt. Ram Dulari Devi in the Court of Special Sub-Ordinate Judge, Ranchi claiming a decree for partition of ancestral properties including the land comprised within Municipal Survey Plot No. 1715 & 1716 situated at Village Chadri, Kutchery Road, P.S. Kotwali, P.S. No. 199, Dist. Ranchi.

AND WHEREAS the said suit was decreed in terms of compromised between the parties thereto by virtue of Judgment & Decreed dated 20.01.1975 and all the parties in the said suit came in peaceful possession over their respective shares. According to said partition, the property of Revisional Survey Khata No. 09, Plot No. 17

(3)

Corresponding to Municipal Plot No. 1715 marked as Sub Plot No. 1715/B under Municipal Holding No. 1339, New Holding No. 1390, Ward No. 1, present Ward No. 3/22 situated at Village Chadri, Kutchery Road, P.S. Kotwali, Dist. Ranchi measuring an Area 11 Kathas 11 Chattak 02 sq. ft. beside other plot is exclusive allotted to Shambhu Dayal Singh (Landowner No. 1).

AND WHEREAS the said **Shambhu Dayal Singh** (Landowner No. 1) after acquiring the said property got his name mutated in the office of Circle Officer, Town Anchal, Ranchi under mutation case No. 432/1975-76 , which Jamabandi is recorded in **Register-II, Vol. No. 1 at Page No. 112** and paying revenue rent to the state regularly. He also mutated his name in the office of Ranchi Municipal Corporation, Ranchi and paying taxes in respect of Holding No. 0220002980000A2, Ward No. 22.

AND WHEREAS **Shambhu Dayal Singh** has only son **Pratius Kumar** (Landowner No. 2)

AND WHEREAS according to said partition suit No. 205 of 1973, Revisional Survey Khata No. 09, Plot No. 17 Corresponding to Municipal Plot No. 1715 marked as Sub Plot No. 1715/A under Municipal Holding No. 1339, New Holding No. 1390, Ward No. 1, present Ward No. 3/22 situated at Village Chadri, Kutchery Road, P.S. Kotwali, Dist. Ranchi measuring an Area 11 Kathas 09 Chattak 01 sq. ft. beside other plot is exclusive allotted to Sri Shankar Dayal Singh and put him in peaceful possession thereof.

AND WHEREAS Shankar Dayal Singh died on 23.02.2011 leaving behind his wife namely Bela Devi and only son namely Ranjit Singh.

AND WHEREAS after death of Shankar Dayal Singh, the said legal heirs and successors namely **Bela Devi** (Landowner No. 3) and only son namely **Ranjit Singh** (Landowner No. 4) jointly inherited the property left by Shankar Dayal Singh and mutated their name in the office of Circle Officer, Town Anchal, Ranchi vide mutation case No. 218/2020-21 which Jamabandi is recorded in **Register-II, Vol. No. 5 at Page No. 92** and paying revenue rent to the state regularly.

(4)

AND WHEREAS the said Landowners' above named intended to develop their land by constructing multistoried building and amalgamated the same and entered into two registered Development Agreement dated 09.02.2017 and 03.05.2017 with **M/S RIDHI SIDHI DEVELOPERS** a partnership firm having its office at G-05, Sai Apartment, Kutchery Road, Ranchi through one of its Partner Shree Kashi Nath Jha son of Late Shailendra Nath Jha, resident of E/36 Ashok Vihar, P.S. Argora, Dist. Ranchi which was registered at District Sub Registrar Office, Ranchi and entered in Book No. 1, Vol. No. 51, Page No. 311 to 406, **Deed No. 581/476** for the year 2017 and Book No. 1, Vol. No. 240, Page No. 1 to 58, **Deed No. 2668/2282** for the year 2017

AND WHEREAS in the order to construct a building over the land mentioned herein above the Landowners and Developer jointly filed a building plan for sanctioning from the competent authority Ranchi Municipal Corporation, Ranchi vide **B.C. No. RMC/BP/0251/W22/2020 dated 10.06.2020.**

AND WHEREAS Bela Devi (Landowner No. 3) also died on 16.09.2020 leaving behind her only son Ranjit Singh (Landowner No. 4) who being the legal heirs and successors inherited the property left by his mother & father and mutated his name in the office of Ranchi Municipal Corporation, Ranchi and paying taxes in respect of Holding No. 0220002979000A2, Ward No. 22.

AND WHEREAS after notification published in the Gazette no-52 by the state of Jharkhand vide notification No. 1338 dated 16.10.2014 the said **Land Owners (1) SHAMBHU DAYAL SINGH** S/o Late Alakh Deo Narayan Singh and **(2) PRATIUS KUMAR** S/o Sri Shambhu Dayal Singh & **(4) RANJIT SINGH** S/o Late Shankar Dayal Singh and **VENDOR /Developer** jointly registered the said development agreement in the office of District Sub Registrar Office, Ranchi being and Deed No. 581/476 for the year 2017 and Deed No. 2668/2282 for the year 2017

AND WHEREAS as per section 5 of the Jharkhand Apartment Act 2012, came into force on the 2nd February 2012, after registration of the Development Agreement the Developer shall be absolute owner of their share and Developer will be entitled to sell/transfer their share to the Purchaser/s.

(5)

AND WHEREAS as per registered development agreement and share's allocation a **Shop/Office No. .... (.....)** on the **..... Floor (.....)** in a multi storied commercial building namely **“RIDHI SIDHI TOWER”** measuring Carpet Area.... **sq. ft.** with undivided proportionate share of land.... **sq. ft.** constructed over the land of R.S. Khata No. 09, Plot No. 17 Corresponding to Municipal Plot No. 1715 marked as Sub Plot No. 1715/A, Area 11 Kathas 09 Chattaks 01 sq. ft. and Sub Plot No. 1715/B, Area 11 Kathas 11 Chattaks 02 sq. ft. Total Area 23 Kathas 08 Chattaks 03 sq. ft. under Municipal **Holding No. 022000298000A2 & 0220002979000A2**, Ward No. 22 situated at Village Chadri, Kutchery Road, P.S. Kotwali, Dist. Ranchi with all common facilities and amenities ,common Area including other flats is fallen in the share of **VENDOR/DEVELOPER**, thus the **VENDOR/DEVELOPER** become the absolute owner and in possession and every right to sell the same.

AND WHEREAS the **VENDOR/DEVELOPER** would be entitled to charge such amount or amounts as may be agreed upon between the Land owner as well as Developer and its customer or the **PURCHASERS** for costs, charges and expenses of and incidental to the construction and completion of the unit/units and also for proportionate share of the costs, charges and expenses of and incidental to the construction erection and completion of the common parts, the common conveniences and the common amenities appertaining thereto from its customers or its **PURCHASERS**.

The Said Land is earmarked for the purpose of building a Commercial project, comprising one multistoried apartment buildings and the said project shall be known as **“RIDHI SIDHI TOWER”** Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/ residential development shall be permitted unless it is a part of the plan approved by the competent authority.

The Seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Seller regarding the Said Land on which Project is to be constructed have been completed;

(6)

The project has been sanctioned by Ranchi Municipal Corporation, Ranchi vide **B.C. No. RMC/BP/0251/W22/2020 dated 10.06.2020**

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

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 seller is sound and disposing mind, without undue influence, coercion or fraud and for legal requirements and necessities has agreed to sell and transfer the said shop/Office unto the purchaser for a total consideration of Rs./- (Rupees \_\_\_\_\_) and the purchaser has also agreed to purchase of above said shop/office for the above mentioned sale consideration.

NOW THIS SALE DEED WITHNESSETH AS HERE UNDER:

1. That the entire sale consideration amount of the above said shop amounting to Rs. ..../- has been received by the Seller from the purchaser, as full and final sale consideration of the above said shop, 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 are given as hereunder:-

<b>Cheque/DD No.</b>	<b>Amount</b>	<b>Dated</b>	<b>Name of the Bank</b>

2. That the Seller has handed over the actual, physical, vacant possession of the said shop/office unto the purchaser and purchaser has taken the possession and he/she is in possession of the same.

(7)

3. That in consequences of the aforesaid consideration, the said shop/office 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 shop/office 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 shop/office 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 undertakes to indemnify the purchaser in case any defect in the title of the Seller is found of the above said shop/office.
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 shop/office 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 shop/office in any or all the manners and the purchaser has right to use the shop/office 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

**(8)**

beams etc. from the hand and/ the said shop 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 shop/office which are against the rules which may cause damages/loss to the neighbours and the other shop 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. 09, Plot No. 17 Corresponding to Municipal Plot No. 1715 marked as Sub Plot No. 1715/A, Area 11 Kathas 09 Chattaks 01 sq. ft. and Sub Plot No. 1715/B, Area 11 Kathas 11 Chattaks 02 sq. ft. Total Area 23 Kathas 08 Chattaks 03 sq. ft. under Municipal Holding No. 0220002980000A2 & 0220002979000A2, Ward No. 22 situated at Village Chadri, Kutchery Road, P.S. Kotwali, Dist. Ranchi, which is butted and bounded as follows:-

North : Road  
South : Property of Sri Arvind Kumar Singh (Part of M.S. Plot No. 1715/B)  
East : M.S. Plot No. 1716  
WEST : KUTCHERY ROAD

(9)

**SCHEDULE 'B'**

All that commercial space/Shop Vide Shop/Office No..... (.....)on the..... **Floor** (.....), having Carpet area..... **Sq. Feet and Super Built up area** ..... more or less in the proposed multi storied building called “**RIDHI SIDHI TOWER**” with undivided proportionate share of schedule A land along all common facilities and amenities of the said building .

**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 ale deed on the day, month and year, first hereinabove written in the presence of the Seller and Purchaser.

**WITNESS**

1. Seller

2. Purchaser