

GRN-19-201920-007698243-2

Ref :- Query No. **1526705/2019**

**DEED OF SALE Rs. \_\_\_\_\_**

one Flat being No. \_\_\_\_\_ in the \_\_\_\_\_ **Floor**

**Block - \_\_\_ of "PARK VALLY"**

**THIS DEED OF SALE** is made on this the \_\_\_\_\_ day of September 2019 By :-

Contd .....P/2

(1) **“PARK INFRA DEVELOPERS PVT.LTD, (PAN AAFCP6634H)** A Pvt Limited company incorporated under the Companies Act 1956, having its registered office at 16/1A, Abdul Hamid Street 1<sup>st</sup> floor, P.O. GPO, P.S Hare Street, Dist. Kolkata -700069, West Bengal, represented by its Director **MR. PAWAN KUMAR MODI (PAN AEWPM8364D)** son of late Phool Chand Modi, by faith Jain, by occupation Business, Nationality Indian, resident of Wood Street, P.O Park Street, P.S Shakespeare Sarani, Dist. Kolkata Pin 700016

(2) **C L M DEVELOPERS PRIVATE LIMITED (PAN - AACCC2565M)** (formerly known as M/S. CHHAGANLAL MAHENDRA KUMAR(SALES) PVT. LTD”) a Private Limited Company incorporated under the companies Act 1956, represented by its Managing Director **MR. ADITYA SHARMA (PAN AWOPS4844G)** son of Mr. Mahendra Sharma, by faith Hindu, by occupation Business, Nationality Indian, having its office at 33, Masjid Bari Lane, P.O.- Asansol, P.S.- Asansol (South), Sub Division & Addl. Dist. Sub – registry office at Asansol, Dist- Paschim Bardhaman(W.B), Pin 713301 hereinafter called the **“VENDORS”** (which expression shall unless repugnant to and contrary to the context include its heirs, successors, representatives and assigns) of the **ONE PART.**

The vendor No.1 is represented by its constituted attorney **MR. ADITYA SHARMA (PAN AWOPS4844G)** son of Mr. Mahendra Sharma one of the Director of C L M DEVELOPERS PRIVATE LIMITED (PAN - AACCC2565M) by faith Hindu, by occupation Business, Nationality Indian, residing at Shanti Niketan Gujrati Bhaban Road, 3 Raghunath Chak, P.O. Ushagram, P.S. Asansol(South), Dist Paschim Bardhaman(W.B), Pin - 713303 duly empowered by a another registered Deed of General Power of Attorney Deed No. 1591 in Book I for the year 2019 executed on 16<sup>th</sup> day of April 2019 before the office at ARA III Kolkata and also empowered by a another registered Deed of General Power of Attorney Deed No. 684 in Book IV for the year 2019 executed on 14<sup>th</sup> day of August 2019 before the office at ARA II Kolkata. Contd.....P/3

**IN FAVOUR OF**

(1) \_\_\_\_\_ son of late Sudhansu Roy (2)  
\_\_\_\_\_ wife of Mr. \_\_\_\_\_ both by faith- Hindu, by  
occupation \_\_\_\_\_ respectively, Nationality Indian, resident of  
\_\_\_\_\_ hereinafter  
called the **“PURCHASERS”**(which expression shall unless repugnant to and  
contrary to the context include their heirs, successors, representatives and assigns)  
of the **OTHER PART**.

WHEREAS one Smt. Ajit Kaur wife of late Gurbachan Singh Atwal  
Nagar, Asansol, P.S Hirapur, Dist. Burdwan was owner of the land measuring  
1.94( One point nine four) acres on R.S. Plot No. 2122 (Two thousand one  
hundred twenty two) under R.S. Khatian No. 765 (Seven hundred sixty five) and  
4318(Four thousand three hundred eighteen) and 0.62( zero point sixty two) acres  
on R.S. Plot No. 2124 (Two thousand one hundred twenty four) under R.S.  
Khatian No. 766(Seven hundred sixty six) & 4319(Four thousand three hundred  
nineteen) within Mouza Narsinghbandh, P.S. Hirapur, Dist. Burdwan and 0.002  
(zero point zero

Contd.....P/4

zero two) acres on R.S Plot No. 5098 (five thousand ninety eight), 0.039(zero point zero three nine) acres on R.S Plot No. 5099( five thousand ninety nine) and 0.056 (zero point zero five six) acres on R.S. Plot No. 5100(five thousand one hundred) under R.S Khaitan No. 7009 within Mouza Asansol Municipality, P.S Asansol, Dist. Burdwan i.e total 2.657(Two point six five seven) acres of land with old and dilapidated buildings and her owner ship had been recorded in the finally published R.S Record of Rights.

AND WHEREAS the above name Smt Ajit Kaur then bequeathed land measuring 2.657(two point six five seven) acre of land with buildings within the above noted plots to her son Harminder Singh Atwal, grand son Arjun Singh Atwal and Sri Gobind Singh Atwal both son of Mr. Harminder Singh Atwal and Sanjeev Atwal & Vikram Atwal (both son of late Joginder Singh Atwal) by her last will dated 25<sup>th</sup> day of December 2001.

AND WHEREAS the probate of the above noted will has been granted vide will probate Case No 202 of 2007 by the Ld. District Delegate Court at Asansol

AND WHEREAS by an amicable settlement amongst the family members of the above named Smt. Ajit Kaur (Since deceased) the property mentioned in the schedule below along with other properties has been exclusively allotted to the Harminder Singh Atwal, Arjun Singh Atwal, Sri Gobind Singh Atwal, Sanjeev Atwal, Vikram Atwal and Mrs. Jyoti Gill wife of Mr. Gurnir Singh Gill(daughter of late Joginder Singh Atwal).

Contd .....P/5

AND WHEREAS by virtue of such the beneficiaries of the said Will i.e Mr. Harminder Singh Atwal, Arjun Singh Atwal, Sri Gobind Singh Atwal, Sanjeev Atwal, Vikram Atwal and Mrs. Jyoti Gill since the settlement have been all along owning and possessing the aforesaid properties as rightful owner thereof peacefully and uninterruptedly.

AND WHEREAS in order to obviate all future conflicts as also to perfect the title, ownership and possession of the purchaser Mrs. Jyoti Gill was also executed deeds for abundant precaution.

AND WHEREAS one Gurbachan Singh Atwal son of Sardar Buta Singh Atwal of Atwal Nagar, Asansol, P.S. Hirapur, Dist. Burdwan was owner of the land measuring 0.60 (zero point six zero) acres with buildings on R.S Plot No. 2125 (two thousand one hundred twenty five) within Mouza Narsingbandh, P.S. Hirapur, Dist. Burdwan and his ownership had been duly recorded in the R.S Record of Rights in R.S. Khatian No. 1950 (one thousand nine hundred fifty) of the said Mouza.

AND WHEREAS the above named Gurbachan Singh Atwal died leaving behind his two sons named Mr Harminder Singh Atwal and Mr. Joginder Singh Atwal as only surviving legal heirs and successors to inherit the properties left by him.

AND WHEREAS the above named Joginder Singh Atwal died leaving behind his two sons named Mr Sanieev Atwal and Sri Vikram Atwal and only daughter Mrs Jyoti Gill as only surviving legal heirs and successors to inherit the properties left by him.

Contd .....P/6

AND WHEREAS by virtue of such inheritance Mr Harminder Singh Atwal, Mr Sanieev Atwal, Sri Vikram Atwal and Mrs Jyoti Gill have become absolute owners of the land mentioned in above with building in the above noted R.S. Plot No. 2125 (Two thousand one hundred twenty five) of the Mouza Narsinghbandh, P.S. Hirapur, Dist. Burdwan and since the date of such inheritance Mr Harminder Singh Atwal, Mr Sanieev Atwal, Sri Vikram Atwal and Mrs Jyoti Gill was owned and possessed the same peacefully and uninterruptedly.

AND WHEREAS thereafter being lawful owners and possessors above name Mr. Harminder Singh Atwal, Sanjeev Atwal, Vikram Atwal and Mrs. Jyoti Gill jointly sold and transferred the land measuring an area 0.45(zero point four five) acres on R.S. Plot No. 2125, within mouza Narsinghbandh, P.S. Hirapur, with building to the vendor No.1/Land Owner 'PARK INFRA DEVELOPER PVT LTD' vide Deed of Sale being Sale Deed No. 7485 of 2011 registered before the Addl. Dist. Sub. Registrar office at Asansol.

AND WHEREAS thereafter being lawful owners and possessors above name Mr. Harminder Singh Atwal, Arjun Singh Atwal, Sri Gobind Singh Atwal, Sanjeev Atwal, Vikram Atwal and Mrs. Jyoti Gill jointly sold and transferred the land measuring an area 0.303(zero point three zero three) acres on R.S. Plot No. 2124 and land measuring an area 0.10(zero point one zero) acres on R.S. Plot No. 2125, within mouza Narsinghbandh, P.S. Hirapur, and land measuring an area 0.002(zero point zero zero two) acres on R.S. Plot No. 5098, the land measuring an area 0.039(zero point zero three nine) acres and land measuring an area 0.056(zero point zero five six) acres on R.S. Plot No. 5100, total area of land 0.50(zero point five zero) acres equivalent to 30(Thirty) cottahs within mouza Asansol Municipality, P.S. Asansol with building to the vendor No.1/Land Owner 'PARK INFRA DEVELOPER PVT LTD' vide Deed of Sale being Sale Deed No. 7486 of 2011 registered before the Addl. Dist. Sub. Registrar office at Asansol.

Contd .....P/7

AND WHEREAS above name Mr. Harminder Singh Atwal, Arjun Singh Atwal, Sri Gobind Singh Atwal, Sanjeev Atwal, Vikram Atwal and Mrs. Jyoti Gill also jointly sold and transferred the land measuring an area 1.94(one point nine four) acres on R.S. Plot No. 2122 and the land measuring an area .317(point three one seven) acres on R.S. Plot No. 2124 within mouza Narsinghbandh, P.S. Hirapur, with building to the vendor No.1/Land Owner 'PARK INFRA DEVELOPER PVT LTD' vide Deed of Sale being Sale Deed No. 7487 of 2011 registered before the Addl. Dist. Sub. Registrar office at Asansol.

AND WHEREAS by virtue of such purchase vendor No.1/Land Owner 'PARK INFRA DEVELOPER PVT LTD' become absolute owner of the total land measuring 3.207(Three point two zero seven) acres with building in the above noted plots more fully mentioned in 'A' schedule below and had been in possessing the same peacefully and uninterruptedly to the knowledge of all, thereafter land owner sanctioned a building plan vide Memo No. 01(6)CS/AMC/BP-5/6 dated 29.08.2014 from Asansol Municipal Corporation.

AND WHEREAS thereafter a registered developing agreement made between the vendor No.1/Land Owner company 'PARK INFRA DEVELOPER PVT LTD' and vendor no.2/ developer company **C L M DEVELOPERS PRIVATE LIMITED** vide deed no. 1590 in Book No. I for the year 2019 of ARA III, Kolkata with certain terms and condition mentioned therein, the vendor No.1/Land Owner granted consent to the developer company to raise the multistoried building over the land mentioned in the schedule 'A' below and executed a development power of attorney vide deed No. 1591 in Book No. I for the year 2019 of ARA III, Kolkata, also executed a general power of attorney being deed No. 684 in Book No. IV for the year 2019 of ARA II to transfer the flats, offices, parking, garages, commercial spaces etc in entire construction on schedule 'A' land.

AND WHEREAS the vendor no.2/ developer company **C L M DEVELOPERS PRIVATE LIMITED** at its cost constructing the said multi storied building in nine Block i.e. Block Nos. 1 to 9 in several phases, consisting of several self contained residential flats, shops, office, garages and two wheeler parking space etc. named and known as 'PARK VALLEY' on the land schedule given 'A' below in accordance with sanction building plan vide Memo No. 01(6)CS/AMC/BP-5/6 dated 29.08.2014 from Asansol Municipal Corporation.

AND WHEREAS in order to obviate all future conflicts as also to perfect the title, ownership and possession of the purchaser/s the said developer "**C L M DEVELOPERS PRIVATE LIMITED**" has execute Deed as Vendor No.2 for abundant precaution.

AND WHEREAS the purchasers being in urgent need/ requirement of a flat and one four wheeler parking offered to the vendor to purchase a flat being No. \_\_\_\_\_ in the \_\_\_\_\_ of **Block** \_\_\_\_\_, in the said '**PARK VALLY**' having super built up area of \_\_\_\_\_ **sqft** and one four wheeler car parking space in ground floor of said building/apartment along with proportionate undivided share or interest in the 'A' schedule land covered by Block \_\_\_\_\_ more fully mentioned in schedule 'B' below including common right of user over all common areas, pathways, erections, constructions, installations, lift and all other common facilities and amenities attached annexed and concerning to the said apartment which are more fully mentioned in schedule 'C' below at a total price of Rs. \_\_\_\_\_ only.

AND WHEREAS the Vendors considering the said price as fair, proper and reasonable according to present market have accepted the said offer of the purchasers and agreed to sell, transfer and convey the 'B' schedule property along with 'C' schedule common rights unto and in favour of the purchasers at and for the said total price Rs. \_\_\_\_\_ only on the terms appearing hereunder :-

Contd .....P/9

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

That in pursuance of the agreement which made between the vendors and the purchasers and in consideration of the said sum of Rs. \_\_\_\_\_ only paid by the Purchasers to the Vendors as per the memo of consideration below(the receipts whereof the Vendor No.2 do hereby admit and acknowledge) as total price of the said 'B' schedule property, the Vendors do hereby grant, convey, sell and transfer unto and to the use of the said purchasers all that "B" schedule property together with the said common rights and facilities as mentioned in schedule "C" below including all easement rights attached thereto free from any or all encumbrances TO HAVE AND TO HOLD the said property hereby granted conveyed and transferred unto and to the use of the said purchasers absolutely and for ever having all transferable right therein such as sale, gift, lease, mortgage, exchange etc. AND THAT the vendors do hereby for itself, its heirs, successors, executors and assigns declare and covenant with the said purchaser that the vendors have good title, full power and absolute right to sell and transfer the said property and further declare that vendors its absolutely seized and possessed of or otherwise well and sufficiently entitled to the 'B' schedule mentioned property and that the vendors have not in any way encumbered the 'B' schedule mentioned property intend to be conveyed by this deed of sale AND THAT the purchaser including all her legal heirs, successors, executors and assigns shall and may at all times peaceably and quietly hold, possesses, use and enjoy the said property hereby sold as lawful and rightful owners thereof without any interruptions obstructions, claims and/ or demands whatsoever from or vendors or any person/persons lawfully/equitably claiming under or in trust for vendors and that the said vendors shall and will for all times to come at the cost and request of the said purchasers and their heirs do or execute or cause to be done or executed all such acts, deeds, and/ or things and to swear affidavit / affidavits and to appear personally or through authorized person or persons for further or more perfectly assuring the title of the purchasers to the said property or part thereof.

Be it further stated that the purchasers, their heirs, successors, administrators or assigns shall enjoy the said property more fully mentioned in the 'B' schedule below from generation to generation with all the rights, title interest of the vendors according to their choice preference, necessity including all sorts of transferring right of sale, lease, Mortgage, gift, etc.

That the purchasers at their own cost shall maintain her individual flat sold to their by repairing, plastering, white-washing of the walls and color washing of the doors and windows including renovations replacements etc. without causing any damage or detriment to the adjoining flats belonging to other occupants of the said building in Block '1'.

That the purchasers shall not have any right to undertake any addition alteration which may cause damage in any way or affect the main structure or constructions of the 'A' schedule building.

That the purchasers will have to pay proportionate Corporation Tax and rents which may be assessed for the 'A' schedule building/ holding to the appropriate authorities and will have to bear her share of expenses required for maintenance of the common portion and areas including lift, common passage, stair- cases, drains, common water supply system pump, under ground water tank, etc.

The roof of the aforesaid building shall always remain exclusive property of the vendors and the purchaser including other owners and occupiers of the flats, shall have no claim, right, title, interest in respect of the roof of the said building.

It is further covenanted by and between the parties hereof that the purchasers shall always abide by the decision of the committee/ Flat owner's Association to be framed amongst the purchaser and other owners of the flats and also observe, perform and comply with all rules, regulations, bye-laws and procedure which will be framed by the said committee regarding maintenance, management and protection of the common privileges, easements sanitation safety of the structure of the building and liabilities like corporation taxes, ceases, rents and other impositions levied or to be levied concerning the building.

That every internal walls separation the flat from an adjoining flat shall be the common wall and can not be removed or destroyed without written consent of the said committee or flat owner's Association of the building on 'A' schedule land.

That the unsold portion of the said building known as 'PARK VALLY' including the vacant land shall remain the absolute property of the vendors and the vendors shall have every right to make underground water reservoir tank, septic tank and to install underground pipe lines, electrical lines all through the common passage for the interest of the vendors in respect of the said 'A' schedule property and in that case the purchasers shall have no objection or create any impediment thereto.

That the vendors shall every right to use and enjoy the common portion and common facilities mentioned in the 'C' schedule and the vendors shall have also every right to use and enjoy the separate water tank, water reservoir tank, septic tank, vacant land and stair case, lift etc.

That the purchasers shall use and enjoy the common facilities provided for their flat and parking only as mentioned in the 'C' schedule and the purchaser shall have no right, title, interest in respect of the other portions of the building including vacant land and other facilities.

That the vendors shall make any kind of construction, addition, alteration, installation etc, in that event the purchaser shall nor create any kind of objection/hindrance for the same.

AND THAT it is further declared by the vendors that the purchaser by virtue of this Deed of Sale will be competent and entitled to get her name mutated in the records of S.D.L. & L.R.O. Extn. I Asansol of the State of West Bengal as also in the records and register of Asansol Municipal Corporation or any authority and the vendors undertake to render all such help and assistance as will be found essential in this regard.

It is hereby specifically declared that the provisions of West Bengal Apartment Ownership Act and the rules framed and/ or the bye laws framed there under and the West Bengal Apartment (Regulation of Construction & transfer) Act 1972 and the rules framed there under shall apply to the said flat and when same are made applicable by the concern authority.

It is specifically mentioned that the purchasers will be liable to pay all Govt Taxes including GST imposed and /or to be imposed in future in respect of the property mentioned in the schedule 'B' below.

Be it further mentioned herein that the purchasers prior to purchase has made proper inspection and inquiry of the said flat and parking being fully satisfied with the constructional work of the said building and has already taken possession of the said flat and parking hereby sold

**SCHEDULE 'A' ABOVE REFERRED TO:-**

(A) In the Dist. of Burdwan, P.S.- Hirapur, Sub- Division and Addl. Dist. Sub - Registry office Asansol, Mouza- Narsinghbandh, J.L. No.- 21 under Asansol Municipal Corporation, Ward No.-84(New), appertaining to:-

1. R.S. Plot No. 2122 under R.S. Khatian No.765 (Seven hundred sixty five) & 4318 (Four thousand three hundred eighteen) measuring an area of land 1.94(one point nine four) acres.
2. R.S. Plot No. 2124 under R.S. Khatian No.766 (Seven hundred sixty six) & 4319 (Four thousand three hundred nineteen) measuring an area of land 0.62(zero point six two) acres.
3. R.S. Plot No. 2125 under R.S. Khatian No. 1950(one thousand nine hundred fifty) measuring an area of land 0.55(zero point five five) acres.  
Total area of land 3.11(Three point one one) acres.

(B) In the Dist. of Burdwan, P.S.- Asansol, Sub- Division and Addl. Dist. Sub - Registry office Asansol, Mouza- Asansol Municipality, J.L. No.- 20 under Asansol Municipal Corporation, Ward No.-84(New), appertaining to R.S. Khatian No. 7009(Seven thousand nine) :-

1. R.S. Plot No. 5098 measuring an area of land 0.002(zero point zero zero two) acres.
2. R.S. Plot No. 5099 measuring an area of land 0.039(zero point zero three nine) acres.
3. R.S. Plot No. 5100 measuring an area of land 0.056(zero point zero five six) acres.

Total area of land 0.097(zero point zero nine seven) acres

Grand total (A+B) area of land 3.207(Three point two zero seven) acres land with nine block of multistoried buildings in Block Nos. 1 to 9 named & styled as "PARK VALLEY APARTMENT" at S.B. Gorai Road, Asansol.

The property butted & bounded by :-

On the North - S.B Gorai Road

On the South - Pond & Loknath Mandir

On the East - V/L of Mining Associate

On the West - Mansarovar Apartment

**SCHEDULE 'B' ABOVE REFERRED TO**

In the above District, Mouza, P.S. etc. all that one self contained residential flat being Flat \_\_\_\_\_ in the \_\_\_\_\_ of Block \_\_\_\_\_ of the said "PARK VALLEY APARTMENT" measuring super built up area 1010(One thousand ten) sft consisting of two room, one dining cum drawing hall, two toilet, one kitchen, one balcony and one four wheeler open car parking space having super built area 120(one hundred twenty) sft in the ground floor of said "PARK VALLEY APARTMENT" together with all fittings, fixtures, and easement of said block No.1 along with consisting of part of the "A" schedule property in Block - \_\_\_\_\_ along with proportionate undivided share or interest in the 'A' schedule land covered by Block - \_\_\_\_\_.

**SCHEDULE 'C' ABOVE REFERRED TO :-**

(Common portion of Block – 1 of 'PARK VALLEY')

1. Stair cases up to the top floor and lift.
2. Stair case landings up to top floor.
3. Common passage, entrance.
4. Water pump, underground water pipes, underground water Reservoir Tank, Septic Tank and other plumbing's.
5. Electrical sub station, wiring, lines, pump & stair case lights, meter and fittings.
6. Drainage & sewers.
7. Boundary walls and Main Gate, common for all apartment on 'A' schedule land.

The proportionate annual rent is payable to the state of West Bengal through S.D.L & L.R.O Extn Part –I at Asansol.

Memo of Consideration :-

1. \_\_\_\_\_.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Total Rs. \_\_\_\_\_ only paid by the Purchasers to the Vendors.

**IN WITNESS WHEREOF** the Vendors named above set and subscribe their hands on the day, month and year first above written.

Witnesses :-

- 1.

as constituted attorney of

“PARK INFRA DEVELOPERS PVT LTD”

2. Signature of the Vendor No.1/Land Owner

Signature of the Vendor No.2/Developer

**Note:** A sheet containing the finger prints and photograph and duly attested by the parties

Drafted and prepared by me  
printed in my office as per instruction  
of the parties of the document and  
read & explained in their language.

concerned attached herewith

Advocate, Asansol Court

Enrolment No. WB/178/2002