

DRAFT COPY

**DRAFT**

**DEED OF CONVEYANCE**

Valued at Rs. \_\_\_\_\_/-

P.S.-KOTULPUR

**PURCHASER** - Mr. \_\_\_\_\_, Father \_\_\_\_\_ Caste \_\_\_\_\_ Indian Citizen, Occupation- \_\_\_\_\_ Address \_\_\_\_\_, Post- \_\_\_\_\_, Thana- \_\_\_\_\_, District- \_\_\_\_\_, Pin Code \_\_\_\_\_ State - West Bengal PAN NO- \_\_\_\_\_ .

**SELLER - THE PEERLESS GENERAL FINANCE & INVESTMENT CO.**

**LTD.**, an existing company within the meaning of the Companies Act'1956 having its registered office at "Peerless Bhavan", 3, Esplanade East, Kolkata - 700 069, hereinafter referred to as the PROMOTER (Which expression or terms shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, legal representatives and assigns) represented by **Sri Debashis Dutta** its **Deputy General Manager(Projects)**, Father late Narendra Kumar Dutta, Caste- Hindu, Indian Citizen, Occupation - Service at Peerless Bhavan, 3, Esplanade East, Police Station - Hair Street Kolkata - 700 069, West Bengal.

**PAN NO-AABCT3043L I**

The **PROMOTER** to acquire by ownership a self-contained Apartment to be constructed on the said property for residential purpose AND agreed to sell being Apartment No. \_\_\_\_\_, Covered Garage No \_\_\_\_\_ having a Carpet area of \_\_\_\_\_ sq.mtr / sq. ft. more or less on the \_\_\_\_\_ Floor of Block No. \_\_\_\_ . Now this **DEED OF CONVEYANCE** of the above said Apartment as follows:-

**AND WHERE AS:** At all material times one Sri Dasharathi Roy was the original owner of ALL THAT a piece and parcel of Sali land admeasuring an area of 42 Satak be the same or a little more or less situate and lying within Mouza Haldi, comprised in L. R. Dag No.641 corresponding to L. R. Khatian No.66, J. L. No.165, Police Station and ADSR Office at Kotulpur,

District Bankura absolutely and forever, free from all encumbrances, charges, liens, lispendences, trusts, attachments whatsoever and at or for the consideration mentioned therein. While in peaceful possession and enjoyment of the aforesaid property the said Sri Dasharathi Roy by a Deed of Sale dated 6<sup>th</sup> November'1987 registered in the Office of the Sub Registrar, Kotulpur and recorded in its Being No.5595 for the year 1987 sold, transferred and conveyed the same unto and to one Sri Sadhan Chandra Biswas, son of Late Sri Adhir Chandra Biswas of Village Pukhuria absolutely and forever, free from all encumbrances, charges, liens lispendences, trusts, attachments whatsoever and at or for the consideration mentioned therein. During peaceful possession and enjoyment of the aforesaid property the said Sri Gangadhar Day and Sri Gunadhar Dey by two separate Bengali Deeds of Sale both dated 25<sup>th</sup> May'2010 and registered in the Office of the ADSR,

Kotulpur and recorded in its Book No. I, CD Volume No.3, Pages 4587 to 4599, Being No.01030 for the year 2010 and Book No. I, CD Volume No.3, Pages 4600 to 4612, Being No.01031 for the year 2010 respectively sold. transferred and conveyed the same unto and to the **PROMOTER** their respective share of 21 Satak in the same aggregating to 42 Satak more or less, absolutely and forever, free from all encumbrances, charges, liens, lispendences, trusts, attachments whatsoever and at or for the consideration mentioned therein and it has been registered in the name of THE PEERLESS GENERAL FINANCE AND INVESTMENT COMPANY LTD. through its Authorised Representative MR. P.P.Roy Vice President.

**AND WHERE AS:** At all material times one Sri Birendra Mondal was the original owner of **ALL THAT** a piece and parcel of Sali land admeasuring an area of 58 Satak be the same or a little more or less situate and lying within Mouza Haldi, comprised in L. R. Dag No.642 corresponding to L. R. Khatian No.114, J. L. No.165, Police Station and ADSR Office at Kotulpur, District Bankura absolutely and forever, free from all encumbrances, charges, liens, lispendences, trusts, attachments whatsoever and at or for

the consideration mentioned therein. While in peaceful possession and enjoyment of the aforesaid property by mutating his name in the records of the local BL & LR Office as absolute owner, the said Birendra Mondal died intestate leaving behind his wife Smt. Kalyani Mondal, son Sri Moley Mondal and daughters namely, Smt. Tanushree Mondal all residing at Haldi, Post Office Jairambati, Police Station Kotulpur, District Bankura and Smt. Mantu Mondal (Ghosh), wife of Sri Baidyanath Ghosh residing at Mashinapur, Post Office Jairambati, Police Station Kotulpur, District Bankura as his only heir and heiresses to inherit the property left by him more fully described in the immediately preceding paragraph each having 1/4<sup>th</sup> share or interest in the same absolutely and forever, free from all encumbrances, charges, liens, lispendences, trusts, attachments whatsoever. During peaceful possession and enjoyment of the aforesaid property by two Bengali Deeds of Sale both dated 25<sup>th</sup> May'2010 and registered in the Office of the ADSR, Kotulpur the said Sri Moley Mondal and Smt. Mantu Mondal (Ghosh) sold, transferred and conveyed their undivided share admeasuring 29 Satak in the aforesaid property and Smt. Kalyani Mondal and Smt. Tanushree Mondal sold, transferred and conveyed their undivided share admeasuring 29 Satak aggregating to 58 Satak more or less unto and to the **Promoter** and the deeds were recorded in its Book No. I, CD Volume

No.3, Pages 4625 to 4637, Being No.01033 for the year 2010 and Book No. I, CD Volume No.3, Pages 4638 to 4650, Being No.01034 for the year 2010 respectively, absolutely and forever, free from all encumbrances, charges, liens, lispendences, trusts, attachments whatsoever and at or for the consideration mentioned therein and it has been registered in the name of THE PEERLESS GENERAL FINANCE AND INVESTMENT COMPANY LTD. through its Authorised Representative Mr. P.P.Roy, Vice President.

**AND WHERE AS:** One Sri Dibakar Sarkar, son of Late Sri Indra Narayan Sarkar of Haldi, Post Office Jairambati, Police Station Kotulpur, District Bankura was seized and possessed of **ALL THAT** a piece and parcel of Sali

land admeasuring an area of 20.5 Satak be the same or a little more or less situate and lying within Mouza Haldi, comprised in L. R. Dag No.536 corresponding to L. R. Khatian No.241, J. L. No.165, Police Station and ADSR Office at Kotulpur, District Bankura absolutely and forever, free from all encumbrances, charges, liens, lispendences, trusts, attachments whatsoever by way of Deed of Gift registered on 9<sup>th</sup> April'1986 in the Office of the Sub Registrar, Kotulpur and recorded in its Being No.2421 for the year 1986. While in peaceful possession and enjoyment of the aforesaid property the said Dibakar Sarkar by a Deed of Sale dated 13<sup>th</sup> October'2010 registered in the Office of the ADSR, Kotulpur and recorded in its Book No. I, CD Volume No.7, Pages 1709 to 1722, Being No.02200 for the year 2010 sold, transferred and conveyed the same unto and to Peerless Developers Ltd. of 13A Decares Lane, Kolkata - 700 069 absolutely and forever, free from all encumbrances, charges, liens, lispendences, trusts, attachments whatsoever and at or for the consideration mentioned therein. After purchasing the aforesaid property in the manner described in the immediate preceding paragraph the said Peerless Developers Ltd. by a Bengali Deed of Sale dated 11<sup>th</sup> April'2012 and registered in the Office of the ADSR, Kotulpur and recorded in its Book No. I, CD Volume No.4, Pages 2059 to 2072, Being No.00696 for the year 2012 sold, transferred and conveyed the same unto and to the **Promoter** the said land admeasuring 20.5 Satak more or less, absolutely and forever, free from all encumbrances, charges, liens, lispendences, trusts, attachments whatsoever and at or for the consideration mentioned therein and it has been registered in the name of THE PEERLESS GENERAL FINANCE AND INVESTMENT COMPANY LTD. through its Authorised Representative Mr. P.P.Roy, Vice President.

**AND WHERE AS:** By virtue of several deeds of conveyances as described in the aforesaid paragraphs the **Promoter** thus became the absolute owner of **ALL THAT** a piece and parcel of Sali land admeasuring an area of 120 Satak or 3 Bighas be the same or a little more or less situate and lying within Mouza Haldi, comprised in L. R. Dag No.536, 641, 642 corresponding to L.

R. Khatian No.241, 66, 114, J. L. No.165, Police Station and ADSR Office at Kotulpur, District Bankura, (hereinafter referred to as the said property) more fully and particularly described in the First Schedule hereunder written free from all encumbrances, charges, liens, lispendences, trusts, attachments whatsoever and at or for the consideration mentioned therein.

After purchasing the said property in the aforesaid manner the **Promoter** amalgamated separate plots into one plot and got its name mutated in the records of the Sihore Gram Panchayet as well as BL & LRO at Kotulpur in respect of the said property and converted its character from Sali to commercial (Housing Complex) vide memo 431/K/12 dtd 30/03/2012 and paid up to date tax there for.

The **PURCHASERS** has agreed with the **SELLER** and sign an Agreement for Sale on Date \_\_\_\_\_ to purchase the following Apartment all that together with undivided proportionate, and impartible share or interest in the above said property underneath the above said Apartment at L. R. Dag No.536, 641, 642, being Flat No.\_\_\_\_ having a Carpet area of \_\_\_\_\_ sq. mtr. /Sq.ft more or less on the \_\_\_\_ Floor of Block No.\_\_\_\_ (hereinafter collectively referred to as 'the said Apartment') hereinafter all common facility and common area facilities more fully and particularly described in the Second Schedule hereunder and agreed for a total consideration money. Handover the possession of the above said flat in favour of the **PURCHASERS** and agrees to complete the transaction of Rs \_\_\_\_\_ (\_\_\_\_\_) by registration of the Deed of Conveyance. As per agreement being Flat No.\_\_\_\_ having a Carpet area of \_\_\_\_\_ sq. mtr/sq. ft. more or less handed over to the **PURCHASERS** and **PURCHASERS** received this Apartment from **SELLER**. Both the **PURCHASERS AND SELLER** has agreed at his own to observe and perform all the terms and conditions stipulated here. After execution of the DEED of Conveyance **SELLER** handed over the possession of the said flat for forever in favour of the **PURCHASERS** of L. R. Dag No.536, 641, 642, being Flat No.\_\_\_\_ ,on the \_\_\_\_ Floor of Block No.\_\_\_\_ and Carpet area of \_\_\_\_\_ sq. mtr. /Sq.ft more or less together with

proportionate, undivided and impartible share or interest in the said property. situate and lying within Mouza Haldi, Police Station at Kotulpur, Sihore Gram Panchayet, District Bankura, (hereinafter referred to as the said property) more fully and particularly described in the Second Schedule hereunder . After verifying the all terms and conditions the **PURCHASERS** has fully satisfied himself with the same and shall neither raise any objection nor put any requisition in future in this regard and NOW **PURCHASERS AND SELLER** both have agreed and register the Deed of Conveyance at A.D.S.R. – KOTOLPUR, and transfer the possession of the said flat forever in favour of the **PURCHASERS**.

As described in the First Schedule of the above said area, generally it can be use fully or partially any portion at any time or in future AND all purchasers can use together with proportionate, undivided and impartible share or interest in the said property with full right and the **PROMOTER** also have full right to use this common area together with all purchaser, such as the main entry Gate, common passage, Deep Tube well, Electric connection, Sewerage Treatment Plant, Stair, Lift, DG space and others available facility of the complex. **PURCHASERS** and **PROMOTER** agreed that they can use this facility together for forever. If the **PURCHASERS** intends to sell his/her flat, they can do this subsequently. **PURCHASERS** agrees and undertakes to be a part of the Apartment Owners Association and do necessary acts and deeds as per the rules and regulations to be framed by the Association/**PROMOTER** from time to time. In the absence of the **PURCHASER** there any legal hair can sell this Apartment/Covered Garage and should maintain Rules and Regulations of the Association along with other **PURCHASERS**. As long as the Association is not formed by the Apartment owners, then they should abide by the all Rules and Regulation framed by the **PROMOTER** of this project. Purchasers shall be liable to pay the undivided, proportions of the common area maintenance expense of “Matridham’ Residential Complex along with Government Authorities stipulated Tax if any to the Apartment Owners Association / **PROMOTER**

which describe in the 4<sup>th</sup> schedule hereunder written towards maintenance charge. In future it can be revised if cost of expenses will increase.

**PURCHASER** should abide by all Rules and Regulations as described below from the date of Registration and taking possession of his/her Apartment.

(1) The **PURCHASER** is liable to record their name in the Sihore Gram Panchayet, District Bankura, and pay their proportionate Panchayet Taxes, Government's Khajna at their responsibility to the Panchayt Office and BL. & L.R.O Office immediately after Registration.

(2) The **PURCHASER** be solely responsible to maintain the Apartment at their own cost, in good and proper condition and shall not do or suffer the structural part of the building,

(3) The **PURCHASER** shall maintain at his own cost the interior partition wall, sewers, drains, pipes, fittings, fixtures, and electric connections appurtenances of the said Apartment.

(4) The **PURCHASER** can use this Apartment only for dwelling purpose and shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building.

(5) The **PURCHASER** Without the permission of the PROMOTER or Apartment owner Association can not to impair the beauty or elevation of the building and shall also not remove any wall including the outer and load bearing wall of the Apartment or damage the main construction which constructed as per approved plan of the project.

(6) The **PURCHASER** shall be liable to maintain the common areas and facilities more fully described in the Third Schedule hereunder written in common with other flat owners of the said Housing Project. The Purchaser shall be liable to become a member of that said association and maintain the common area facilities with other members of the said association.

(7) The **PURCHASER** would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or



Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design or should install individual air-conditioning unit in proper place not here and there of the building, so as not to impair the beauty or elevation of the building or damage the same.

**(8)** The PURCHASER shall plan and describe its electrical load subject to maximum 1.00K.W in conformity with the electrical systems installed by the PROMOTER and thereafter the Apartment owner Association and /or maintenance agency appointed by the association. The Purchasers shall bear and pay all expenses of personal Electric meter and related security deposit to the local Electricity Supply Office. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**(9)** In future if **THE PEERLESS GENERAL FINANCE & INVESTMENT CO. LTD. (PROMOTER)** further take up any construction in any or every building of the said complex the company will not accept any objection from the owner of the Apartment or Apartment owner Association. Apart from that if the company take up any construction in the adjacent area of the said "**MATRIDHAM**" Residential Complex, the company will not accept any objection from the Flat Owner or Association. If the company take up construction in the adjacent area of the said "**MATRIDHAM**" Residential Complex the **PURCHASERS** of the newly constructed Apartment along with **THE PEERLESS GENERAL FINANCE & INVESTMENT CO. LTD. (PROMOTER)** will also enjoy all said undivided proportionate common facility such as Road, Drain, Water electricity etc of the said housing project.

Hence willfully, healthily and honestly receive the said consideration amount of the above said Apartment/Covered Garrage and registered the Deed of Conveyance in favour of the PURCHASER as on \_\_\_\_\_year.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(DESCRIPTION OF THE SAID PROPERTY)**

**ALL THAT** a piece and parcel of bastu land admeasuring an area of 120 Satak or 3 Bighas has be the same or a little more or less situate and lying with Mouza Haldi, Jairambati. Police Station and ADSR Office at Kotulpur, District Bankura, together with the common passage and other common rights, easements in or upon the premises butted and bounded in the manner following:

<b>Mouza</b>	<b>Nature</b>	<b>L. R. Dag No</b>	<b>Admeasure</b>	<b>L.R. Khatian No</b>	<b>J.L.No.</b>
<b>Haldi</b>	<b>Bastu</b>	20.5 Satak	536	<b>320</b>	<b>165</b>
<b>Haldi</b>	<b>Bastu</b>	42.0 Satak	641	<b>320</b>	<b>165</b>
<b>Haldi</b>	<b>Bastu</b>	58.0 Satak	642	<b>320</b>	<b>165</b>

**BOUNDARY ON THE EAST** :Individual land Dag no 640,639 and balance land of Dag No.642.

**BOUNDARY ON THE WEST** :Individual land Dag no 537,660 and balance land of Dag No.536.

**BOUNDARY ON THE NORTH** :Vested land and PWD Road

**BOUNDARY ON THE SOUTH** :Individual land Dag no 657,658 and 660

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE SAID FLAT)**

**ALL THAT** a self contained Apartment No.\_\_\_\_, on the \_\_\_\_ floor of the said building known as “MATRIDHAM” in the said Housing Project having a Carpet area of \_\_\_\_ sq.mtr/sq. ft. more or less as shown with ‘Red’ border in the plan annexed hereto together with proportionate, undivided and impartible share or interest in the said property hereunder comprising of \_\_\_\_ bedroom, \_\_\_\_ drawing-cum-dining room with attached balcony, one kitchen \_\_\_\_ toilet and one Puja / store room together with all easements, rights upon the Common areas of the said building constructed in the said premises together with undivided, proportionate and impartible share or interest in the said property more fully described in the First Schedule herein above written with all rights of easements attached to the said flat and the said property.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(PARTICULARS OF COMMON AREAS AND FACILITIES)**

The Company has already completed the 1<sup>st</sup> Phase of construction and the Completion Certificate has been received from the Competent Authority on 13-04-2017. During the 1<sup>st</sup> Phase of the Construction, the Company has provided the entire Common Area and other facilities for the whole project and the following facilities have been provided.

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

1. Undivided proportionate share of land for every flat owners of the said “Mathridham” Residential Complex.

2. All side spaces, backspaces, paths, passages, drainage in the said buildings.
3. Plenty of general lighting of the common portions including stair and roof. Lighting arrester on the top of each building.
4. Drains, sewers and main water connection from the building to the Deep tube well inside the project.
5. Staircase and landings, corridors of the said buildings.
6. Boundary walls, main gate of the said buildings.
7. Sewage Treatment Plant (STP), Overhead water tanks in every building, water pipes and other common pumping installations.
8. Installed (WBSEDCL) Electric Sub Station/Transformer and space provision for individual meter box in every building of this project.
9. Water and sewerage evacuation pipes from the flats and other common areas to the drains and sewers from the building to main Panchayat drain.
10. Roof of the building for maintenance of the building.
11. Beautiful garden whose area cover with carpet lawn and border with hedge plant. Plenty of different type trees planted in the garden and inside of the boundary wall.
12. Garden chairs provide in the garden.
13. Drive ways to Garden.
14. Deep tube well for 24 hours water supply.
15. Diesel Generator for Power Back-up.
16. CCTV Camera along with monitor placed at strategic location of the said project.
17. Fire extinguisher kept at strategic location of every buildings of the project.
18. Security Room in front of the main entry gate of the project.
19. Flat owner's association office room.
20. Garbage trolleys to collect garbage from flat owners and hydraulic system vat for storage of garbage.
21. Three nos. common toilets provided in this project

22.Four passengers manual Elevator with collapsible gate.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(PARTICULARS OF COMMON EXPENSES)**

1. **Maintenance:** All expenses for maintaining, whitewashing, repairing, painting and renovation of the common areas and/or installations, replacements of anything related with the building.
2. **Operational:** All expenses for running any machinery or equipment in the common areas including cost of repairing and renovating the same.
3. **Staff:** The remuneration and/or other expenses for the staffs to be employed for common purposes.
4. **Taxes:** Panchayat and other land levies (save those separately assessed in respect of any flat or apartment or portion thereof).
5. **Reserves:** Creation of funds for renovations and/or other periodic expenses in connection with the building.
6. **Electricity:** All electric charges for common areas of the building.
7. **Insurance:** Insurance of the building against earthquake, fire, mob damages or by civil commotion, if any.
8. **Others:** All other expenses including litigation expenses as are incurred by the owners and/or associations for the common purposes.

**IN WITNESS WHEREOF** the **PROMOTER** and the **PURCHASER with DEED AND STAMP** have here unto set and subscribed their respective hands and seals.

Deed Writer

Sri Nishapati Roy

Residing at – Tarahut, Goghat, A. D. S.R office

9/28 No. License holder Deed writer

**Witness**

Computer Operator

Sri Raj Kumar Bhuiya

Residing at-Asalhari

For The Peerless General Finance & Investment Co. Ltd.



Debashis Dutta  
Deputy General Manager (Projects)