

SALE DEED

(Full Payment)

Executed on.....

BETWEEN

WEST BENGAL HOUSING BOARD

(Vendor)

AND

Shri/Smt.

(Purchasers)

In respect of Flat No. – , Type HIG

&

Covered Car Parking Space No. –

AT

POOJARINEE HOUSING PROJECT

ACTION AREA-II-C, NEW TOWN, KOLKATA

P.S. RAJARHAT DIST – 24 PARGANAS(N)

SALE DEED

THIS INDENTURE OF SALE made this day of, (2024) Two Thousand Twenty Four BETWEEN **THE WEST BENGAL HOUSING BOARD**, (PAN AAJW0019K) a Statutory Body corporate, constituted under the West Bengal Housing Board Act, 1972 (Act XXXII of 1972) having its office at 105, S. N. Banerjee Road, Kolkata-700014 in the city of Kolkata, hereinafter referred to as "**the BOARD**" (which expression shall unless excluded by or repugnant to the subject or context deem to mean and include its successor or successors-in-interest or assigns or representative) represented by the The Asstt. Housing Commissioner-II , Shri Tanuj Kumar Sarkar, S/o Late Tarun Kumar Sarkar of the **ONE PART**

AND

SHRI/SMT.,
Son/Daughter/ Wife of,
residing at,
.....hereinafter referred to as
"**THE PURCHASER(S)**" (which expression shall unless excluded by or repugnant to the subject or context deem to mean and include his/her/ their successor or successors-in-interest or assigns) of the **OTHER PART** :

WHEREAS :

1. The Govt. of West Bengal vide Housing Department (L A Branch) Notification no..... dated transferred absolutely more or less acres of land in Mouza-....., J.L.No..... and acres of land in Mouza- , J.L.No....., Police Station- Rajarhat, Dist.- North 24 Parganas, in favour of the West Bengal Housing Board, free from all encumbrances for implementation of housing and allied activities. Possession of the said land was delivered to the Board by the competent authority of West Bengal Housing Infrastructure Development Corporation Ltd. (WBHIDCO).
2. The Board in implementation of the scheme framed to provide residential accommodation for HIG category of allottees, inter-alia, erected residential flats located within 9 (Nine) Buildings with R.C.C framed structured buildings built on pile foundation on more or less acres or sq.meter of land (including proportionate area of Common Areas and Facilities) in Mouza known as **Poojarinee Housing Project** which have been more fully described in the **First Schedule** hereunder written.
3. Pursuant to an application made by the Purchaser(s) for the purchase of a HIG type flat/ apartment (hereinafter referred to as "**THE SAID FLAT**") along with a car parking space as mentioned and described in the Second Schedule hereunder written and agreeing to comply with the terms and conditions prescribed by the Board for the sale of the said flat along with a car parking space in the said project and on tendering a sum of Rs.5,00,000/- (Rupees Two Lacks) only as application money for the said flat and the Car parking space the Board has agreed to allot and sell the said flat and the car parking space with an undivided interest of share in the Common Areas and Facilities / Amenities to the Purchaser(s) for a price settled at Rs. 48,81,700/- (Rupees Forty Eight Lacks Eighty One Thousand Seven Hundred) only.
4. Out of the said price of the flat along with Car parking space the Purchaser has paid a sum of Rs./- (Rupees) only, and the Board has appropriated the said sum towards full payment of the price of the flat and the car parking space before execution of this deed which the Board doth hereby admit and acknowledge .

5. The said Purchaser has taken inspection of the building plan, site plan and the said flat and the car parking space and has fully satisfied herself as to the construction thereof and the condition and descriptions of all fixtures and fittings installed and / or provided therein and also to the amenities and facilities appertaining to the said flat and the car parking space and also as to the nature, scope and extent of benefit or interest in the Common Areas and Facilities within the said project more fully described in the **THIRD SCHEDULE** hereunder written. Vacant and peaceful possession of the said flat and the car parking space shall be obtained by the Purchaser after execution and registration of the deed of conveyance.

6. The said flat along with other Apartments fall within the purview of the West Bengal Apartment Ownership Act, 1972 and the West Bengal Apartment Ownership Rules 1973, for which each purchaser(s) shall have to submit declaration by purchasers/ deemed owners of the apartments in the project under Section 2 read with Sub-Section (1) of Section 10 of the Apartment Ownership Act, 1972 to the Competent Authority under the West Bengal Apartment Ownership Act, 1972 (Act XVI of 1972). The Purchasers of the Project have meanwhile formed Apartment Owner's Association and the registration of the said Association is granted by the Competent Authority under the aforesaid Act on 02.05.2011 bearing Registration No. 15A of 2011 following which the Common Areas and Facilities of the Project has been handed over to the said Association by the Board and taken over by the said Association being fully satisfied in this regard and that being the condition precedent to execution /registration of the Sale Deed of the respective flat (s) and giving possession thereof after registration of the Sale Deed, the execution of the deed of conveyance is being made.

7. The Purchaser has agreed to the condition that no repair or rectification work of any defect of the flat would be undertaken by the Board after its delivery of possession to the Purchasers except those mentioned in the Scheme Brochure and General Terms and Conditions of Sale.

8. The Purchaser has further agreed in the matter that no complaint regarding design, layout, accommodation, specification, fittings and fixtures etc. and amenities provided in the flat or in the Estate shall be entertained by the Board after this sale or transaction.

NOW THIS INDENTURE WITNESSETH that in consideration of the Purchaser agreeing to observe and perform the terms and conditions herein mentioned and when the Purchaser is fully satisfied with the nature, scope and extent of benefit etc as in the Schedules mentioned hereinafter and in consideration of the payments made by the Purchaser as herein before recited the Board doth hereby up to the entire satisfaction of the purchaser pertaining to conditions of sale, sell, grant, convey and transfer unto the Purchaser all that the said flat and the car parking space more fully described and mentioned in the **SECOND SCHEDULE** as well as Description of Towers and Apartments in relation to SECOND SCHEDULE hereunder written with proportionate undivided interest or share in the Common Areas and Facilities according to the nature, scope and extent as defined under the West Bengal Apartment Ownership Act, 1972 and hereinafter for the sake of brevity collectively referred to as "the Said Flat" **TO HAVE AND TO HOLD** the said flat along with the car parking space hereby sold, conveyed and transferred unto the Purchaser absolutely and forever subject to the provisions of the said West Bengal Apartment Ownership Act, 1972 and the rules and/or bye laws framed and / or to be framed there under.

THE PURCHASER(S) DOTH HEREBY COVENANT WITH THE BOARD
as follows:-

- (a) The Purchaser shall carry out and perform the obligations and duties imposed and/or to be imposed on the Purchaser(s) under the provisions of the West Bengal Apartment Ownership Act, 1972 (as amended) and the rules and / or bye laws framed and / or to be framed there under for administration and management and maintenance of the general Common Areas and Facilities of the said project including the said flat.
- (b) The Purchaser doth hereby covenant with the Board that the Purchaser(s) will pay all municipal taxes, charges, levies and impositions payable by the purchaser(s) as owner of the said flat as and when the same become due and payable and shall in addition thereto pay all debt or liabilities, charges for repairs, maintenance and replacement payable by the Purchasers under the provisions of the West Bengal Apartment Ownership Act., 1972 (as amended) and the rules and / or bye laws framed and / or to be framed there under and / or as may be imposed as maintenance and management charges by the Apartment Owners' Association meant for looking after the management, administration and

maintenance of the general Common Areas and Facilities / Amenities along with other purchaser(s) in the said project.

- (C) The Purchaser shall pay the maintenance charges to the Representative Body / Association formed by the purchasers for looking after the maintenance and management of the Common Areas and Facilities of the project.
- (d) The general Common Areas and Facilities provided for the Purchasers of flats in the Estate mentioned in the **THIRD SCHEDULE HERETO** shall at all time be held by the purchaser(s) along with other purchasers in the said project and shall be used and enjoyed by them in common amongst themselves and neither the purchaser(s) nor any purchaser(s) of any flat in the aforesaid Estate shall at any time be entitled on any ground whatsoever to make partition or division thereof or to claim to have exclusive right of any manner whatsoever to any portion of such general Common Areas and Facilities / Amenities and that the purchaser(s) along with the other Purchasers of different flats in the aforesaid Estate shall use the said general common areas & facilities / amenities for the purpose of which they are entitled to without hindering or encroaching upon the lawful rights of other purchasers and occupiers of the flats in the said project.
- (e) The Board shall not pay the maintenance charges etc. for any vacant flat in the said project after the Common Areas and Facilities / Amenities pertaining to the said project as they are already handed over to the Eastern High Apartment Owners' Association.
- (f) The proportionate undivided interest of the purchaser(s) in the Common Areas and Facilities / Amenities shall not be transferable except along with the said flat and or C.P.S. hereby sold to the purchaser(s) and shall be deemed to be conveyed or encumbered with the said flat even though the same is not expressly mentioned in any future conveyance or instrument of transfer.
- (g) The Purchaser(s) shall not allow the flat to be used as to cause annoyance or inconvenience to the owners / occupiers of the adjoining or neighbouring flats / buildings and shall not allow it to be used for any unhygienic, unlawful or immoral purposes or subversive act against Govt. established laws.

The First Schedule (1st. Part)

All that piece and parcel of land measuring more or less acre / Hectare in Premises No. 04-0689 & Plot No. IIC/BLK/8/1, New Town Kolkata in Action Area IIC pertaining to R.S. Dag Nos..... of Mouza -, J.L. No..... all, P.S. Rajarhat, District - North - 24 Parganas.

Butted and bounded as follows :-

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

DESCRIPTION OF TOWERS AND FLATS IN RELATION TO SECOND SCHEDULE

DESCRIPTION OF BUILDING	FLAT NO. (H.I.G.)	DESCRIPTION OF FLATS
		LIVING CUM DINIG - ... NO. FAMILY ROOM - ... NO. KITCHEN - ... NO. BED ROOMS - ... NOS. TOILETS - ... NOS. BALCONY - ... NOS. OPEN TARRACE - ... NO. PRIVATE STAIRCASE - ... NO.

LOCATION OF FLATS IN BUILDING

TYPE OF FLAT (H.I.G.)	TOTAL NO. OF FLAT	LOCATION (FLOOR)	APPROX. STANDARD BUILT UP AREA (SQ.FT.)

DETAILS DESCRIPTION OF CAR PARKING SPACE

NO.	COVERED CAR PARKING SPACE NO.

SECOND SCHEDULE ABOVE REFERRED TO

For Flats :-

ALL THAT FLAT NO. ON THE FLOOR MEASURING SQ.FT. (APPROX.) STANDARD BUILT UP AREA IN HIG TYPE CONSISTING OF ... KITCHEN, ... LIVING CUM DINING, ... FAMILY ROOM, ... BED ROOMS, ... TOILETS, ... BALCONIES, ... OPEN TARRACE AND ONE INTERNAL PRIVATE STAIRCASE ALONG WITH CAR PARKING SPACE NO. MEASURING ABOUT 135 SQ.FT. (APPROX.) AT THE PREMISES DESCRIBED IN FIRST SCHEDULE.

THIRD SCHEDULE ABOVE REFERRED TO

Detail common areas and facilities provided in respect of 4 nos. apartments of HIG type at Poojarinee Housing Projects are given below :-

Road and Pathways	Internal Bituminous roads and pathways with concrete pavers block/chequered tiles
Stairway	2 nos. stairways provided for each Tower with fire check door. The floor of the Stairways finished with concrete step tiles
Sewerage	Underground sanitary sewer laid with SW pipes disposed through Master Pit to the sewage system of the local authority.
Water supply arrangement	Underground G.I. Pipe line net work connected to the pump would draw water from the semi underground reservoir and deliver to overhead reservoirs through G.I. pipe rising main and from where water would be finally distributed to individual apartments through G.I. pipe net work. The water will be supplied to the reservoir from local authority. The respective body/ association/ societies will approach the local authority and will pay the requisite fees as admissible (perpetual consumption and incidental fees).

Drainage	Underground R.C.C. hume pipes of different dia along with the Inspection Pits; concrete slabs laid at places within the Campus and disposed to box drains of local authority.
Water Tank	3 nos. Semi underground R.C.C. water Reservoir and 2 nos. of R.C.C. overhead tanks in each block.
Street Light and the common area lighting	Street lights within the project area done by Post-top lanterns on G.I. mini-poles connected and controlled from main switches at Pump houses by underground cables. Lighting of common stair cases, passages, parking areas within Towers including ramps, switch rooms done by copper conductor wires concealed in walls/ceilings.
Pumps	2 nos. pump sets in each of the 3 nos. pump – houses over Semi-underground reservoirs separately for Tower 1,2 & 3; 4 & 5 and 6,7, 8 & 9 for lifting water to roof-top tanks from the 3 reservoirs.
Generators	1 no. 250 KVA and one 320 KVA DG Set provided as stand-by arrangement for power-supply to lifts, common area lights in Towers and Street-lights.
Lifts	2 nos. 6 passenger auto-door OMEGA make lifts in each Tower & having ARD facility.
Lightning Conductor system	Adequate lightning conductor system with air-terminal at Roof-top and firm earthing at Ground provided for each Tower
Fire fighting Arrangement	Hydrant valve with fire fighting accessories in lift lobby and sprinkler arrangement in the Garage portion in Gr. Floor & 1st floor in the Towers 1,2,3,4 & 5 and for other Towers like 6,7,8, 9 sprinkler arrangement in the lift lobby in all floors are also provided. Centralised addressable Fire alarm system is provided in lift lobby and garage portion of all the floors for all the Towers. These systems are connected with auto pumping system with separate Fire Reservoir. The respective society/ association will remain responsible for running the system and the cost will be borne by them.
Other Common facilities:-	Eastern Centre Consisting of Pool, Community Hall, Theatre & scope of gymnasium shall serve for recreation of occupiers of entire Housing Project of Eastern High, Eastern Grove & Eastern Nook. To be maintained and shared in the ratio of 11:3:2 by all the allottees of Eastern High/Eastern Grove/Eastern Nook Housing Project respectively.

The charge and expenses towards maintenance and management of all common areas and facilities will be borne by the association on its own even in those cases where it has not been specifically mentioned.

Percentage of individual interest in the common areas and common facilities, appertaining to each apartment and its owners for all purpose including equal voting shall be guided by the norms laid down in the bye-laws of the West Bengal Apartment Ownership Act, 1972 and the West Bengal Apartment Ownership Rules, 1973.

IN WITNESS WHEREOF the parties hereto have executed these present on the day, month and year first above written.

Signed and delivered by Shri Tanuj Kumar Sarkar

ASSISTANT HOUSING COMMISSIONER-II

For and on behalf of West Bengal Housing Board,

Vendor, at Kolkata

In presence of

1.

2.

Signed and delivered by the

PURCHASER at Kolkata in

presence of

1.

2.

POOJARINEE/HIG/F.P. SERIAL NO..... .



Drafted & Printed by: The WEST BENGAL HOUSING BOARD

105, S.N.Banerjee Road, Kolkata – 700014

Price : Rs.10,000/- per set of deed.