



**DEED OF REGISTRATION FOR SUPERSTRUCTURE OF RESIDENTIAL UNITS  
AND SUB-LEASE DEED FOR LAND AT JAL VAYU TOWERS, BHUBANESWAR**

This Sub-Lease (Agreement) is made at Bhubaneswar on this \_\_\_\_\_ day of \_\_\_\_\_ 2018 (Two Thousand Eighteen) at S.R.O. Khandagiri, Bhubaneswar.

**BY**

**AIR FORCE NAVAL HOUSING BOARD (AFNHB)**, a Society Registered under the Societies Registration Act XXI of 1860, having Registration No. S/11008 dated 19 May, 1980 of Delhi, having its registered office At : Air Force Station, Race course, New Delhi- 110003 and holding PAN : AABTA1937F; represented by its authorised signatory \_\_\_\_\_ aged about \_\_\_\_ years son of \_\_\_\_\_; vide authorization Letter No. \_\_\_\_\_ dated \_\_\_\_\_, (hereinafter called as the "SUB-LESSOR"/AFNHB, which expression shall mean and include its successors, administrators, assigns and representatives) as party of ONE PART.

**And**

**In favour of**

(1) Shri \_\_\_\_\_ S/o \_\_\_\_\_ aged \_\_\_\_ years having PAN : \_\_\_\_\_ (2) \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ aged \_\_\_\_ years, having PAN: \_\_\_\_\_ both are By Caste: \_\_\_\_\_ & \_\_\_\_\_ respectively, By Profession: \_\_\_\_\_, by Religion: \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter referred to as the

**Sub-Lessee(s)** (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their/its heirs, executors, administrators, successors and legal representatives and permitted assignees) of the **Second Part**.

**AFNHB** and **SUB-LESSEE(S)** are hereinafter individually referred to as the '**Party**' and collectively referred to as the '**Parties**'.

WHEREAS by a lease executed on the 23 December, 2009 which is registered in the office of the Sub-Registrar, Khandagiri, Bhubaneswar between the Governor of Odisha Government and the AFNHB for the parcel of land bearing Revenue Plot No.321(PT) Kisam-Urnata Yojana Yogya Khata No. 619 (G.A.) measuring an area 4.000 Acres of land to Drawing No.B/1371 and drawing plot No.C/4 in Village/Mouza - Chandrasekharpur, Bhubaneswar Tahasil under Khurda District more particularly described as **Schedule-'A'** Property has been demised on lease basis to AFNHB for 90 years commencing from 23 Dec 2009. The land has been demised for the purpose of constructing residential units for the registrants of AFNHB on the terms and conditions, as specified in the said Lease Deed registered with Sub-Registrar, Khandagiri, Dist Khurda, Bhubaneswar vide Book No.1, Volume No.389 Page Nos.102 to 114, Document No.11879 dated 23 Dec 2009.

AND WHEREAS AFNHB/Lessee has obtained permission vide Memo No.17509/BP/BDA dated 12 Oct 10 & revised permission vide memo no.8963/BDA dated 15 Apr 17 from **Bhubaneswar Development Authority (BDA), Bhubaneswar** for construction of residential dwelling units in the said property consisting of exclusive residential, with common areas and common facilities and amenities and accordingly constructed **256 dwelling units** in a multistoried configuration comprising 7 nos of Blocks and Parking Spaces for the allottees of the Self Financed Housing Scheme on 'No Profit No Loss' basis. AFNHB has registered the said housing project under Real Estate (Regulation & Development) Act, 2016 and obtained registration number i.e. **RP/19/2018/00077**. The said housing project is called as **Jal Vayu Towers, Bhubaneswar**.

AND WHEREAS the SUB-LESSEE/Allottee (S) had applied to AFNHB for allotment of a dwelling unit and on the faith of the statements and representations made by the

allottee at various times, AFNHB has allotted to SUB-LESSEE/Allottee (S) Apartment Flat No.\_\_\_\_ Tower-\_\_\_\_ on \_\_\_\_ Floor having approximate Super built up Area admeasuring \_\_\_\_\_ sq ft more particularly described as **Schedule-'B'** Property along with proportionate undivided interest in land and lease hold right in the total project area (hereinafter referred to as the "**Said Apartment**") (hereinafter referred to as the "**Said Building**"), as shown in the floor plan thereof hereto annexed for the total consideration of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only). The SUB-LESSEE(S) has also been allotted Covered Parking Basement (Upper/Lower) / No.\_\_\_\_ for his/her/their own use.

The SUB-LESSEE(S) has/have apprised himself/ herself/ themselves/ itself of the applicable laws, notifications and rules applicable to the Said Property and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Allottee(s)/Sub-Lessee(s) in this regard. Allottee(s)/Sub-Lessee(s) further agree/s, declare/s and confirm/s that he/she/they/ it shall strictly abide by the terms and conditions of the said Principal Lease Deed, the said Lease Deed and any non-compliance thereof shall amount to breach of these presents.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

1. That, in consideration of an amount of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_) only which constitute the cost of super structure of dwelling unit together with the proportionate impartible undivided interest in the land as well as other facilities / amenities provided in the complex, the total break up which has been delineated in the **Schedule-'C'** having been paid by the Allottee to the AFNHB, the receipt whereof the AFNHB doth hereby admit and acknowledge and the Allottee agreeing to observe and perform the terms and conditions herein mentioned, AFNHB doth hereby handover to the Allottee the dwelling unit bearing No. \_\_\_\_\_ on \_\_\_\_ Floor, Block \_\_\_\_ along with Covered Parking (Upper Stilt/ Lower Stilt)/ No. \_\_\_\_ having built-up Area : \_\_\_\_ Sq.ft. with sanitary, electrical and other fittings, in the Group Housing Scheme popularly known as "**Jal Vayu Towers**", **Bhubaneswar** and more particularly described in **Schedule- "B"** hereunder.

2. AFNHB hereby transfers Lease Hold rights to the Allottee/Sub-Lessee(s), un-expired portion of 90years lease granted by Govt. of Odisha (i.e.81 years of Sub lease), which commenced from 23 Dec 2009 the proportionate undivided interest/Lease Hold rights in the land of total project area allotted to the Allottee/Sub-Lessee (s)

3. The Allottee(s)/Sub-Lessee(s) shall be liable to bear proportionate share of the annual ground rent to Govt. of Odisha (G.A. Department), Bhubaneswar for the remaining terms of lease period of 90 years. The annual ground rent shall be subject to an increase from time to time by Govt. of Odisha.

4. The AFNHB further covenants that the Allottee(s)/Sub-Lessee(s) is/are hereby delivered possession of the dwelling unit No.\_\_\_\_\_ along with proportionate undivided impartible share in the land and building and they shall have right to exercise to possess the proprietary rights without any objection from or by the Lessee/ AFNHB or any person claiming any title under the AFNHB.

5. That, the Allottee(s)/Sub-Lessee(s) is/are responsible and liable to pay and discharge all applicable taxes, rents, charges and other outgoing payable to Revenue, Municipality, Urban, CESU, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below time to time.

6. That after execution of this Deed, the Allottee shall pay any other taxes, liabilities, charges, repairs, maintenance and replacement etc. and impositions payable for the time being by AFNHB, in relation to the undivided land share of the Allottee.

7. The Allottee shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Lease Deed executed between the Govt. of Odisha and AFNHB and observe the same as applicable and relating to the undivided land pertaining to the unit given to Allottee.

8. That Allottee shall ensure repayment of the loan and interest to the loaning agencies regularly and will not make any default in that respect, in case Allottee has

taken loan to partly finance, the dwelling unit. Subsequent to execution of this deed of registration, it is the responsibility of the allottee to deposit the same to the loaning agency where from he / she has availed loan to finance this dwelling unit.

9. The Allottee shall not mortgage the dwelling unit for the purpose of securing any loan at any stage except, with the prior permission of the AFNHB and Association in writing.

10. The allottee shall not transfer/ sell lease hold right to anyone without proper permission of the AFNHB and the Association. Wherever the title of the Allottee in the said dwelling unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein or contained in the said 'The Lease' and terms and conditions of AFNHB and he be answerable in all respects therefore in so far as the same may be applicable to effect and relate to the flat/ dwelling unit.

11. That the Allottee/s is/are at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment like overhead tank, Under Ground water tank, lift, common passage, staircase, Parking Space. Common internal roads etc. along with the other allottees/flat owners of the said project and shall remain abide by the terms and conditions of AFNHB/ Society/ BDA and local Municipal Corporation. The allottee will not create any sort of obstruction whatsoever in any manner and shall use and enjoy the said property along with other co-owners with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.

12. That, the allottee/ s is/are also at liberty to get his/her/their name mutated in the Government, Municipal corporation, GRIDCO, Revenue Departments, etc. and all other records and pay the taxes, rents and charges in his/her name and obtain receipts thereof .

13. That the allottee/s shall not have any right to make any structural change/ alteration in the said flat/ building & shall not use the flat in such a manner which may impair the safety of the building or cause any danger to the beauty & safety of the building or which may affect the right of other flat owners.

14. That, the allottee/ s shall not use the flat for any commercial purpose or unlawful acts and shall not store inflammable/explosives, hazardous substances. The allottees are responsible to keep the flat free even from noise pollution and shall use the said flat only for their residential purpose.

15. That, the allottee/s as well as the other similar flat owners shall form an association / society as per the relevant rules. All allottees shall be bound to become the member of such association / society.

16. The Allottee shall permit any of the agents or representatives of AFNHB and those of the said Association/ Society at all reasonable hours to enter into the dwelling unit to inspect the conditions of the premises.

17. Stamp duty, registration charges and other all incidental charges required for execution and registration of this Deed hereby paid by the Allottee.

18. Both the parties have fully understood the nature, content and purport of the transaction as well as recitals spelt out in the different covenants of this indenture.

### **SCHEDULE OF PROPERTY**

#### **Schedule- A**

State : Odisha, District : Khurda, PS : New Capital, PS No. 23, Tahasil : Bhubaneswar, under jurisdiction of Sub-Registrar, Khandagiri, Bhubaneswar, Mouza: **Chandrasekharpur** Unit No. 41, Drawing Plot No. **C/4**, as per Drawing No.B/1371, Area : Area : Ac.4.000 decimals, corresponding to Rev. Khata No. 619 Plot No. 321(P).

#### **PROJECT LAND BOUNDED BY:**

**North :Existing PHD Boundary and Govt. Land**

**South : Village Boundary of Village : Bharatpur**

**East : Govt. Land Revenue Plot No.321(P)**

**West : Proposed 60' wide Road**

**Schedule- B****Delineation of Dwelling unit/flat**

Block.-

Flat No.-

Floor-

Flooring-

Type.-

Super Built up area \_\_\_\_\_ sq.ft.

All that ready built flat in the building complex having the name and style of "**JAL VAYU TOWERS**" Bhubaneswar which is functional in all respect and delineated and marked in the floor map/ drawing is attached herewith to this deed.

**SCHEDULE-C**

(i) <b>Valuation of the land</b>	-	<b>Rs. _____/-</b>
(Undivided impartible share in the land measuring Ac. 0. _____ dec.) (As per the assessment of Sub Registrar) * Calculation Sheet attached		
(ii) <b>Valuation of the Flat</b>	-	<b>Rs. _____/-</b>
(measuring an area _____ Sq.ft. including with other facilities and amenities)		
(iii) E.I & PHD	-	<b>Rs. _____/-</b>
(25% of construction cost)		
(iv) Annual Lease Rent for land Rs.1200/- p.a.	-	<b>Rs. _____/-</b>
(4 times of the annual lease rent)		
<b>Total</b>		<b>Rs. _____/-</b>

IN WITNESS WHEREOF, the parties hereto have set their hands and seal to these presents on the day, month & year first above written in the presence of the following witnesses:

Signed and delivered by  
for & on behalf of  
(Air Force Naval Housing Board)

Allottee/ Sub-Lessee(s)

Witnesses:

1.

2.



### LIST OF DOCUMENTS FOR REGISTRATION

Sl. No.	PARTICULARS
1.	Copy of Lease Deed bearing Registration No. 11879 dated 23/12/2009
2.	Copy of BDA Approval Letter No. 17509/BP/BDA dated 12/10/2010 & revised approval no. 8963/BDA dated 15 Apr 17
3.	Copy of ORERA Registration Certificate No. RP/19/2018/00077
4.	Copy of Authorization Letter AFNHB
5.	Floor Sketch map
6.	Up-to-date Encumbrance Certificate
7.	2 nos. of Passport size Photo of Authorise Signatory of Sub-Lessor .
8.	2 nos. of Passport size Photo of Sub-Lessee/ Alottee
9.	Pan Card/Aadhaar Card / voter ID Card/ Defence Personal ID Card, Authorise Signatory of Sub-Lessor
10.	Pan Card/Aadhaar Card / voter ID Card/ Defence Personal ID Card, Authorise Signatory of Sub-Lessee/ Allottee

**Note:** All above mentioned documents except Serial Nos.8-10 are available on site with Project Director, Bhubaneswar.

**CHECK LIST "AIR FORCE NAVAL HOISING BOARD"**

1. Name of the Sub-Lessee / Alottee(s): \_\_\_\_\_
2. Age.: \_\_\_\_\_ years
3. Son of / Wife of / Daughter of.: \_\_\_\_\_
4. Occupation.: \_\_\_\_\_
5. Caste.: \_\_\_\_\_
6. Address (Present):. \_\_\_\_\_  
\_\_\_\_\_
7. Address ( Permanent):- - \_\_\_\_\_  
\_\_\_\_\_
8. Pan No : \_\_\_\_\_
9. Agreement Date.: \_\_\_\_\_
10. Deed Valuation.: \_\_\_\_\_/-
11. Flat No.: \_\_\_\_\_
12. Floor.: \_\_\_\_\_
13. Built up Area:- \_\_\_\_\_ Sq.ft.
14. Land Area.: khata No-619, Plot-321(P) having area Ac.4.000 Decimal, corresponding G.A. Drawing Plot No. C/4, Drawing No. B/1371, out of which undivided interest in land is Ac.0.013.56 decimals i.e. 590.67 Sq.ft. (for Sailor / Airman)

Undivided interest in land is Ac.0.017.68 decimals i.e. 770.14 Sq.ft. (for Officer).