

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

1	Consideration	:	Rs.
2	Value as per Circle Rate	:	Rs.
3	Stamp Duty	:	Rs.
4	Main Locality	:	In Village East Hope Town Khasra No.893 and Village Jhajara Khasra No.1164, Tehsil Vikas Nagar, Dehradun
5	Locality	:	Jal Vayu Towers, AFNHB
6	Particulars of the Property	:	All that ___ BHK Dwelling Unit No._____ in Jal Vayu Towers, situated on ___ Floor, having total Super Area _____ sq ft or ___ sq mtrs. and Covered Parking No._____ and Open Parking No._____, situated at Khasra Nos. 893 and 1164 in Village East Hope Town and Village Jhajara, Tehsil Vikas Nagar, Dehradun.
7	Kind of Property	:	Residential Flat
8	Total land area of Residential Complex	:	6 Hectare
9	Total No. of Flats	:	807
10	Circle Rate per sq mtr	:	
11	Distance from main road	:	
12	Name and address of AFNHB	:	Air Force Naval Housing Board (AFNHB), Air Force Station Race Course New Delhi (PAN AABTA1937F) 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.
13	Name and address of allottee	:	Shri S/o R/o.....
14	Number of e-stamp	:	

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

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 19 May 1980 and holding PAN **AABTA1937F**, having its office at Air Force Station Race Course, New Delhi - 110003, herein also called 'AFNHB', (hereinafter referred to as "The Board" "**AFNHB**") which expression shall include its executors, administrators, representatives and assigns on the **First Part** through **Resolution dated _____, Shri _____ S/o _____ R/o _____.**

And

Shri S/o R/o.....
.....(hereinafter called the '**Allottee**' or Second Party) and the first name of these is called the "Allottee: which expression shall unless inconsistent with the context or meaning include his/her heirs executors, administrators, legal representatives and permitted assignees of the **Second Part**.

WHEREAS by a lease executed on the 27 November 2008, which is registered in the office of the Sub-Registrar, Dehradun between **AFNHB and** the Collector of Uttarakhand Government. the plot of land in Village East Hope Town Khasra No.893 measuring 2 Hectare and in Village Jhajara Khasra No.1164 measuring 4 Hectare at Tehsil Vikas Nagar, Dehradun has been demised on lease basis to AFNHB for 30 years commencing from 28 Nov 2008. 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, Vikas Nagar, Distt. Dehradun vide Book No.01, Volume No.1169 Page Nos.711 to 730, Document No.4907 dated 27 Nov 2008.

AND WHEREAS the name of AFNHB is duly mutated in the relevant Govt./ Municipal/ Revenue records and that the Board has unrestricted transferable right therein.

AND WHEREAS AFNHB obtained Building permit vide Memo No.R-169/10-11 dated 09 Aug 10 from **Mussorie Dehradun Development Authority (MDDA), Dehradun** 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 **807 dwelling units** in a multistoried configuration and Parking Spaces for the allottees of the Self Financed Housing Scheme on 'No Profit No Loss' basis. **AFNHB got Income Tax exemption vide Ministry of Finance, Govt. of India vide Circular No.735 dated 30 Jan 1996.**

AFNHB has developed the above plot and constructed flats / dwelling units of various categories on the terms and conditions laid down in the said Lease Deed and the Complex is called **Jal Vayu Towers, Dehradun.**

AND WHEREAS under the said lease deed the AFNHB can allot to its registrants a dwelling unit, including the undivided share of land, common area and facilities appurtenant to the building on such terms as decided by AFNHB.

AND WHEREAS the allottee has applied 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 and received consideration mentioned herein of the flat / dwelling unit bearing No._____ in the aforesaid complex to the Allottee with the condition that the Allottee will become a member of the **Jal Vayu Towers Owners Welfare Association/ Society, Dehradun**, formed by the Allottees for the purpose of maintaining and managing the complex/ common areas and pay all charges fixed by the said Association/ Society from time to time and abide by the rules, regulations made and instructions issued by the said Association/ Society.

AND THAT the Allottee will also observe covenants, terms and conditions as laid down hereunder. Both AFNHB and the Allottee have carried out inspection of the building plans of the said dwelling unit and have satisfied themselves as to the soundness of construction thereof and the conditions and description of all fixtures and fittings installed and/or provided therein and also the common amenities, facilities and passages appurtenant to the said dwelling unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and

facilities within the said complex i.e. **Jal Vayu Towers, Dehradun**. AFNHB hereby declares and the Allottee solemnly affirms that the allottee has paid the called amount of superstructure and undivided share of land to AFNHB.

AND WHEREAS the called amount of the dwelling unit for the allotment is Rs. _____ (Rupees _____) which has been paid by the allottee. This deed is executed on this cost.

WHEREAS the allottee agreed to abide by all the terms, conditions and procedure contained in AFNHB's Master Brochure as amended from time to time; in respect of the said scheme and also the covenants, conditions and restrictions herein contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in consideration of the amount of Rs. _____ (Rupees _____ only) which includes the cost of superstructure and the undivided share of the land, paid by the Allottee to AFNHB, receipt whereof AFNHB, hereby 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 alongwith Covered Parking Basement (Upper/Lower) / No._____ having Super Area _____ sq ft (_____ sq mtrs) and Open Parking No._____ at Jal Vayu Towers, Dehradun with sanitary, electrical and other fittings, in the Group Housing Scheme 'Jal Vayu Towers', Dehradun and more particularly described in Schedule-I hereunder written and for greater clearly has been delineated and shown in the attached plan together with all rights, easements and appurtenances whatsoever to the said dwelling unit along with undivided share in common portions, passages and common facilities, subject to the covenants and conditions herein contained.

The AFNHB has hereby also transfer to the Allottee, un-expired portion of 30 years lease granted by Govt. of Uttarakhand, which commenced from 27 Nov 2008 the undivided title to the land proportionate to the area allotted to the Allottee in relation to the total area of the land. There is also option to renew the lease for two

times 30-30 years and Govt. of Uttarakhand has the power/right to increase the lease rent.

1. That the AFNHB has paid yearly rent Rs.2964/- till the year 2016-17 (total amounting to Rs.26,676/- for 09 years). The remaining 21 years of lease rent amounting to Rs.62,244/- has also been paid in lump-sum on 20 May 2017.
2. That the Allottee does not have to pay any lease rent for the period of 30 years and there is no transfer of land concern in this deed.
3. 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.
4. The Allottee shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Lease executed between the Govt. of Uttarakhand and AFNHB and observe the same as applicable and relating to the undivided land pertaining to the unit given to Allottee.
5. That the Allottee shall hereinafter be fully entitled to use, hold and enjoy the scheduled flat/ property including the common area after the approval of Competent Authority, and/ or sell or transfer the same as per the rules in vogue.
6. That the Allottee shall be entitled to get the scheduled property/ flat mutated in his/ her/ their names in the relevant Govt./ Municipal/ Revenue records at his/ her/ their own expenses.
7. 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.
8. The Allottee shall not mortgage the dwelling unit for the purpose of securing any loan at any stage except, with the prior permission of AFNHB in writing.

9. The Allottee will use the dwelling unit for residential purpose and for no other purposes. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the Allottee shall be entitled to create tenancy of the whole of the dwelling unit for the purposes of the private dwelling for residential use only. Tenant is put into same shoes as of Allottee and is AFNHB by all the terms of the deed as Allottee.

10. The allottee shall not transfer/ sell lease right to anyone without proper permission of 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. The Allottee shall from time to time and at all times pay directly to the local Government / Central Government / Local Authorities or Mussorie Dehradun Development Authority (MDDA) existing or to exist in future all rates, taxes, charges compensations and enhancements, if any and assessments of every description which are now or may any time hereafter during the continuance of this deed be assessed, charged or imposed upon the dwelling unit hereby transferred or on the Allottee or his/ her / their tenant / occupant in respect thereof.

12. The Allottee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the MDDA or other Authority for the time being in force or to exist in future.

13. That the parking space shall be used for the purposes of keeping a vehicle only. The Allottee shall not use it / these for any commercial/ professional purposes or as a godown.

14. That the Allottee shall not make, erect or cause, suffer to be made any additions or alterations whatsoever to the said dwelling unit open areas or the parking space without prior written permission of AFNHB, **Jal Vayu Towers Owners Welfare Association/ Society, Dehradun** and MDDA. The Allottee

shall keep and maintain the said dwelling unit and parking space neat, tidy, and in good and substantial repairs, reasonable wear and tear.

15. The Allottee shall be entitled to common use of parks, community facilities, shops, roads, visitors parking, street lights etc., in accordance with bye-laws of the Society, jointly and generally with the other dwelling unit owners of the said Jal Vayu Towers. All these areas including land falling under these facilities cannot be divided and is for the common use of the residents and not for exclusive use of any individual. No construction of any type shall be allowed on these areas. The Allottee agrees not to create any hindrance for the access of the maintenance staff employed by the residents' society or any other resident of the complex in the area of common use.

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. Roofs, staircases, passages and other common conveniences shall be utilized by all the Allottees in the said Jal Vayu Towers, Dehradun and Allottee will not have any exclusive right to use the same.

18. Stamp duty, registration charges and other all incidental charges required for execution and registration of this Deed shall be borne by the Allottee.

19. In case of any breach of the terms and conditions of this deed by the Allottee, AFNHB will have the right to re-enter the demised dwelling unit by cancelling the allotment. At the time of re-entry of the demised dwelling unit AFNHB may re-allot the same to any other person and the allottee shall be refunded the amount he has paid to AFNHB and no interest would be payable to him.

20. If the Allottee is found to have obtained the allotment, sub-lease of the demised premises by any mis-representation / mis-statement or fraud this deed may be cancelled and the possession of the demised premises may be taken over by AFNHB and the Allottee in such an event will not be entitled to claim any compensation in respect thereof.

21. That the Allottee shall not hold the Govt. of Uttarakhand responsible to make good the damage if by fire, tempest or violence of army or of a mob or other irresistible force in which any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for residential purposes.

22. All clauses of the "The lease" executed by Collector of Uttarakhand in favour of **AIR FORCE NAVAL HOUSING BOARD (AFNHB)** on 27 Nov 2008 shall be applicable to this ~~sub-lease~~ deed. In case of any repugnancies of any provision of the Lease Deed and this Deed the former shall prevail.

23. The valuation of property, for Stamp Duty purpose, as per the circle rate of Super Area Rs._____ per sq mtr and Land & Construction Rs._____ per sq mtr the valuation for stamp duty is as under:-

SCHEDULE – I (ABOVE REFERRED TO)

The type..... Dwelling unit configuration being unit No..... at Village East Hope Town and Village Jhajra, Tehsil Vikas Nagar, Parjana Pachwadun, Dehradun alongwith Covered Parking No._____ and Open Parking No._____ developed by Air Force Naval Housing Board (AFNHB).

ON THE NORTH BY :

ON THE SOUTH BY :

ON THE EAST BY :

ON THE WEST BY :

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS Deed on the day, month and year above written in the presence of :-

SIGNED AND DELIVERED BY

Witnesses :

1.

FOR & ON BEHALF OF
(Air Force Naval Housing Board)

2.

(Allottee)