



# एयर फोर्स नेवल हाऊसिंग बोर्ड AIR FORCE NAVAL HOUSING BOARD

एयर फोर्स स्टेशन रेस कोर्स, नई दिल्ली-110003  
Air Force Station Race Course, New Delhi-110003

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AFNHB/ADM/1203

21 Mar 17

## To all allottees of Jalandhar Scheme

### REGISTRATION OF DWELLING UNITS - EXECUTION OF CONVEYANCE DEED JAL VAYU VIHAR, JALANDHAR PROJECT

1. During the meeting held with the newly elected MC of the Association of Jalandhar scheme allottees, certain queries regarding the procedure for handing over of DUs were raised. The procedure to be followed for the registration of DUs and handing/taking over is clarified in the succeeding paragraphs for benefit of all allottees.

2. The land for Jalandhar project admeasuring 12494 sq yds was purchased through open bid in auction from Punjab Urban Planning & Development Authority (PUDA) with a precondition that all provisions as stipulated in Punjab Apartment and Property Regulation Act, 1995 and Punjab Apartment Ownership Act, 1995 were to be complied with by the buyer. As per the Punjab Apartment Ownership Act, 1995 there is a mandatory requirement for all allottees to execute Conveyance Deed for their dwelling unit. The extract of Para 15(1) Chapter III of the Act is as under:-

***“If the promoter, or the apartment owner, as the case may be, fails to execute a Conveyance Deed of apartment or an endorsement thereon under sub-section (1) or sub-section (4) of section 14 within three months, or does not comply with the provisions of sub-sections (3) and (4) of section 14 within three months of the execution of the conveyance deed of apartment or the endorsement thereon, or with the provisions of sub-section (1) of section 12 within three months of the date on which possession of the apartment is given, or, where the competent authority or the State Government has granted extension of time under the first proviso to sub-section (1) of section 14 within such extended period, the competent authority may, either on a complaint or suo moto, impose a penalty upto a maximum of five thousand rupee or five per cent of the price of the apartment, whichever is greater, for each apartment for which there is a default together with a further minimum penalty for each apartment of one hundred rupees for every day for which the default continues, and the penalty may be recovered as an arrear of land revenue”.***

3. Further, the Real Estate (Regulation and Development) Act, 2016 has come into force wef 01 May 2016 and as per Section 17 of this Act, onus of executing a registered conveyance deed lies solely on the Promoter/Builder/Developer.

4. Therefore, as per terms and conditions of the Punjab Apartment Ownership Act, 1995, and the provisions of the Real Estate (Regulation and Development) Act, 2016 as mentioned above, it is mandatory on the part of AFNHB to execute the Conveyance Deed of the allottees with the registrar's office, Jalandhar within three months of execution of CC/OC. Therefore it is in fitness of things that the Board has decided to handover physical possession of DU only after the Conveyance Deed is registered. To facilitate smooth registration process, AFNHB has

authorised Mr Rajiv Kumar, Project Engineer, Jalandhar Project as signatory on behalf of AFNHB. The following procedure will be followed for handing/ taking over of dwelling unit:-

- (a) NOC/NDC to be obtained from the Society by the allottee.
- (b) Allottees are to collect 'Clearance letter' and 'No Dues Certificate' from AFNHB HQs after clearing all the dues.
- (c) Allottees will be required to sign an Agreement in duplicate at AFNHB HQs or Site office prior to execution of Conveyance Deed.
- (d) Allottees to buy required value of E Stamp duty as per the cost of the DU as per details placed at **Annexure-1**
- (e) An undertaking to be given by the allottee that he would submit the Registered conveyance deed to the loaning agency (**Annexure-2**).
- (f) Allottees are to submit an Indemnity Bond as per **Annexure-3**.
- (g) Conveyance deed (**Annexure-4**) format is to be downloaded from website and filled by the individual. (Area details as given in technical brochure available on website also, Cost details as per Clearance Certificate issued by AFNHB and details of Boundaries to be confirmed from the Project Engineer/Site office)
- (h) Following documents will be required to Execute the Conveyance Deed:-
  - (i) Self attested copy of Allotment letter.
  - (ii) Clearance and No Dues Certificate from AFNHB.
  - (iii) Joint Registration Certificate (if required) from AFNHB HQ. NOC from the loaning agency will be required if the loan is on single name.
  - (iv) Dwelling Unit Plan and Area details (Available in Technical Brochure/Website).
  - (v) Three sets of Conveyance Deed duly filled by the allottees. (Annexure)
  - (vi) Copy of Authority letter for the authorised signatory on behalf of AFNHB.
  - (ix) Affidavit to be executed on Rs 25/- at the time of Registration. Format available with advocate.
  - (x) ID proof of allottee/(s)/PAN card/ Address proof.
  - (xi) 3 copies of passport size photographs.
  - (xii) SPA/GPA in case the allottee is not present at the time of Registration (format placed at **Annexure-5**).

5. All expenses towards payment of Stamp Duty, registration charges etc. for execution of Conveyance Deed will have to be borne by the Allottee.

6. Allottees are requested to visit their flat and make the list of deficiencies, if any, before registration. Outstation allottees, visiting Jalandhar to execute conveyance deed and take over the physical possession, are requested to keep a minimum 4-5 working days in hand for completion of minor works, if any, in their flat as well as execution of the conveyance deed as documents can be prepared only after ensuring physical presence in Jalandhar. **After the registration is completed, the allottees will be handed over the keys of their DUs and letter of Physical Possession by the site office.**

7. Whilst all out efforts are being made to ensure that the dwelling units are ready for handing over as promulgated, however, in case, due to unforeseen circumstances, a delay

occurs in handing over of the Dwelling unit, the Board will not be liable to pay any interest / compensation, for any reason, for delay in handing over.

8. Any additional amount to any court order / State or Central Govt levies or any other expenses incurred in future will have to be additionally borne by the allottees. It is advisable to bring all relevant documents pertaining to this allotment, while coming for possession. These documents may be needed for any reconciliation, if so required.

9. Allottees are requested to get in touch with the Project Director/ Project Engineer to complete the formalities for registration of dwelling units, prior to physical possession. The mobile numbers are:

(a) Gp Capt Anil Sachdeva, Project Director – 09818740101

(b) Mr Rajiv Kumar, Project Engineer – 08146233100.

10. As the circle rates of the State revises and increases time and again, allottees are therefore requested to get their dwelling units registered at the earliest to avoid extra expenditure.

(M Kulshreshtha)  
Captain  
General Manager (Admin)  
For Director General

Encl : As stated.

Copy to :

Gp Capt Anil Sachdeva  
Project Director  
AFNHB Jalandhar Project  
Jal Vayu Towers  
Old Punjab Roadways workshop  
Opp. HVM College  
Jalandhar – 144 103

**EXPENSES TO BE INCURRED FOR REGISTRATION**  
**OF DWELLING UNIT, JALANDHAR**

1. Rate of Stamp Duty for registration:
  - (a) In case of Male : 9% cost of the dwelling unit
  - (b) In case of Female : 7% cost of the dwelling unit
  - (c) Joint (Male & Female) : 8% cost of the dwelling unit
2. Registration Fee in the Sub-Registrar Office : 2% cost of the dwelling unit.
3. Computer charges:
  - (a) Below Ten Lakhs : Rs.1500/-
  - (b) Ten to Thirty Lakhs : Rs.3,500/-
  - (c) Above Thirty Lakhs : Rs.5,600/-
4. Attestation fee of Lambardar : Rs.1000/-
5. Expenses for Deed writing, : Rs. 8000/-

**Translation and liaison fee etc. (Rs.5000/- Advocate Fees +  
Rs.3000/- Misc. Chgs)**

***(To be Notarised and Executed on Rs.50/- Non-judicial Stamp Paper)***

***UNDERTAKING***

I \_\_\_\_\_ S/o \_\_\_\_\_ Resident of  
\_\_\_\_\_

Do hereby inform you that I am an allottee of flat No.\_\_\_\_\_, Block \_\_\_\_\_, \_\_\_\_\_ Floor, Parking  
No.\_\_\_\_\_ Regn. No.\_\_\_\_\_ in Jal Vayu Vihar, Jalandhar.

I hereby undertake to submit the original Conveyance Deed of my above  
mentioned flat to the loaning agency, from whom I have taken a loan for this  
flat.

Signature

**Witnesses**

1. ....  
Signature, Name and Address  
.....  
.....  
.....

2. ....  
Signature, Name and Address  
.....  
.....  
.....

***(To be Notorised and Executed on Rs.100/- Non-judicial Stamp Paper)***

**INDEMNITY BOND**

This deed of Indemnity made this \_\_\_\_\_ by \_\_\_\_\_ R/o \_\_\_\_\_  
\_\_\_\_\_. I / we registered as an allottee of flat No. .... and Stilts / Basement / Open Car Parking in Jal Vayu Vihar situated at Jalandhar sponsored by the Air Force Naval Housing Board vide Regn No. \_\_\_\_\_. That I/we do hereby and hereunder agree to indemnify Air Force Naval Housing Board and at all times keep indemnified the Air Force Naval Housing Board of any possible claims or demands made or actions and proceedings if any commenced by any person or persons claiming through me or through \_\_\_\_\_(allottee's name) in respect of the said property and also against all such costs, charges and expenses incurred by AFNHB by defending any such claims, actions or proceedings.

**Witnesses**

Signature of Executant

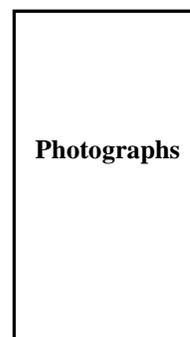
1.

2.

Execution admitted before me

Place:

Date :



**FORMAT OF CONVEYANCE DEED**  
**JALANDHAR**

This deed of sale is made on this \_\_\_\_\_ day of \_\_\_\_\_  
between the AIR FORCE NAVAL HOUSING BOARD (AFNHB), a society registered  
under the Societies Registration Act, 1860, with the Registrar of the Societies  
Delhi under Certificate of Registration No.S/11008 of 19May 1980 and holding  
PAN **AABTA1937F**, having its registered office at Air Force Station Race Course,  
New Delhi - 110003, herein also called 'AFNHB', through its authorized  
representative \_\_\_\_\_ vide **Authority**  
**letter No.**\_\_\_\_\_ **dated** \_\_\_\_\_ to enter this Conveyance  
Deed (hereinafter referred to as "The Board") which expression shall include its  
executors, administrators, representatives and assigns on the **FIRST PART**

**and**

Shri / Smt \_\_\_\_\_ (PAN \_\_\_\_\_ ),  
(Aadhar Card No. \_\_\_\_\_), (Mobile No. \_\_\_\_\_ ), Age \_\_\_\_yrs,  
Son / Daughter of \_\_\_\_\_ and Shri /  
Smit. \_\_\_\_\_ (PAN xxxxxxxxxx ), (Aadhar Card  
No.\_\_\_\_\_) Son / Daughter of \_\_\_\_\_,(in case of  
joint ownership) (hereinafter referred to as "THE ALLOTTEE / ALLOTTEES")  
which expression shall include his / her / their heirs, successors, executors,  
administrators on the **SECOND PART**;

WHEREAS the BOARD is the sole and absolute owner of all that piece and parcel  
of land admeasuring an area of 12494.00 Sq Yds AT Old Punjab Roadways

workshop, Jalandhar (under OUVGL Scheme), Jalandhar hereunder written (hereafter referred to as the "SAID PROPERTY") unto and in favour of the BOARD hereinabove vide Deed of Conveyance dated 03 Jul 2012 registered in the Office of the Sub-Registrar, Jalandhar under document No.3030 dated 03.7.2012, which is more specifically and particularly described in the schedule.

AND WHEREAS the BOARD obtained Building permit Memo No.EO-PUDA-Jal-8568 dated 29 Jun 2011 from Estate Officer, PUDA, Jalandhar for construction of residential dwelling units in the said property consisting of exclusive residential, with common areas and common facilities and amenities for allotment to Defence personnel and accordingly constructed **154 dwelling units** in a multistoried configuration and Parking Spaces for the allottees of the Self Financed Housing Scheme on 'No Profit No Loss' basis sponsored by the Board known as '**JAL VAYU VIHAR, JALANDHAR.**

AND WHEREAS the First Party can allot to its Allottees a dwelling unit in Jal Vayu Vihar including the undivided share of land, common areas and facilities appurtenant to the dwelling unit as decided by the First Party.

AND WHEREAS, at its own request, the Second Party has been delivered with the physical possession of the said dwelling unit No. \_\_\_\_\_ with all the fittings and fixtures as per the inventory signed by the Second Party, which fact the Second Party hereby expressly acknowledges.

ANDWHEREAS the tentative cost of the dwelling unit for the allotment is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) which has been paid by the allottee. However, this Conveyance Deed is executed on the tentative cost.

NOW, THEREFORE, this deed witnesseth that for the purpose of carrying into effect the said conveyance / allotment of the covenants of the Second Party hereinafter contained and the said amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by the Second Party towards Dwelling Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq ft or \_\_\_\_\_ (approx.) sq mtr in \_\_\_\_\_ Floor of Block \_\_\_\_\_ alongwith with sanitary, electrical and other fittings alongwith undivided share in common portions, passages and common facilities, water tank, etc. **Car Parking in Stilts / Open / Basement No. \_\_\_\_\_** etc. subject to the covenants and conditions hereinafter contained in the residential colony also known as **"Jal Vayu Vihar, Jalandhar.**

**NOW THEREFORE IT IS HEREBY AGREED, DECLARED, COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1. The Second Party shall abide by all the terms and conditions of the FIRST PARTY and subject to which only the First Party is transferring its rights to the Second Party and shall be bound to observe all the rules, stipulations terms and conditions made applicable by the First Party in respect of the allotment or other

authorities in this regard and shall not do or permit anything to be done in contravention of the said covenants etc.

2. The said dwelling unit will not be used for any purpose other than residential purposes by the Second Party, his / her family, tenant or anyone else acting on behalf of the Second Party.

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

4. That the Second Party 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 the First Party, **JAL VAYU VIHAR TOWERS OWNERS WELFARE SOCIETY (JVVTOWS), JALANDHAR** and PUDA and in any event such additions or alterations shall be at Second Party's own cost and expenses and on such terms and conditions as may be laid down by the First Party. The Second Party shall keep and maintain the said dwelling unit and parking space neat, tidy, wind and water tight, in all seasons and in good and substantial repairs, reasonable wear and tear and damage by fire or storm excepted.

5. The Second Party shall not sell, mortgage or otherwise alienate or dispose off the whole or any part of the dwelling unit without prior permission of the Board as well as JVTOWS. The Board or **JVTOWS** shall be entitled to refuse said permission in their absolute discretion and on such terms and conditions as are laid down by the First Party. The Second Party fully understand that in the event of any transfer being made without the said previous consent, such transfer shall not be recognized by the First Party and the JVTOWS and in that event and also in the event of any other breach of the covenants on his / her part, it shall be open to the First Party to re-enter the dwelling unit to take the possession of the same on such terms as have been laid down by the First Party in this behalf from time to time.

6. That Second Party shall ensure repayment of the loan and interest to the loaning agencies regularly and will not make any default in that respect, in case Second Party has taken loan to partly finance, the dwelling unit. Subsequent to execution of this deed of registration, it is the responsibility of the allottee deposit the same to the loaning agency where from he / she has availed loan to finance this dwelling unit.

7. The Second Party shall be entitled to hold, possess and enjoy the dwelling unit with appurtenances whatsoever, whether underneath or above the surface, the full rights, title, claim and interest, easements and privileges and undivided share of those pieces and parcel of aforesaid land on thereabouts Jal Vayu Vihar, Jalandhar and subject to the obligations specified in the Conveyance Deed.

8. The Second Party shall be entitled to common use of parks, community facilities, shops, roads, visitors parkings, 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 Vihar. 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 second party 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.

9. The Second Party shall become a member of the **JAL VAYU VIHAR TOWERS OWNERS WELFARE SOCIETY (JVVTOWS), JALANDHAR** and pay all charges fixed by the said Society. The Society have rights to recover maintenance charges from Second Party from the scheduled date of physical possession of the dwelling unit or any date as decided by the society. The buyer of any dwelling unit sold by the Second Party shall also become a member of the JVVTOWS, Jalandhar and comply with the bye-laws of the said Society.

10. The Second Party will pay and discharge the proportionate and undivided share of all ground rent, taxes, charges and assignment of every description which is now or may at any time thereafter be imposed or assessed on the said dwelling unit by the Central Government or PUDA or Corporation or any local authority.

11. The Second Party shall permit any of the agents or representatives of the First Party and those of the said JVVTOWS at all reasonable hours to enter into

the dwelling unit to inspect the conditions of the premises and shall not perform any act against the interest of the First Party or the JVVTOWS as applicable.

12. Roofs, staircases, passages and other common conveniences shall be utilized by all the Allottees of the flats in the said Jal Vayu Vihar, Jalandhar and Second Party will not have any exclusive right to use the same.

13. All the Allottees shall permit the other allottees and Society staff access to common assets and their dwelling units for repair of common assets and other repairs which may become necessary i.e. Seepage from Toilet above will affect the DU at floor below and access to the DUs above will be needed for repairs.

14. That it is further agreed by and between the parties that this Deed of Conveyance is executed on the express conditions and if there shall be a breach or non observation of any of the covenants hereinbefore contained then and in any such case notwithstanding the waiver of any previous clause the right of re-entry is with the First Party. The First Party may re-enter the said dwelling unit and expel the Second Party and all occupiers thereof and the Second Party to this agreement shall forfeit all rights, title and interest except payment by the First Party to the Second Party of reasonable compensation for the said dwelling unit as decided by the First Party but not exceeding the cost the Second Party had paid to the First Party.

15. And it is hereby further agreed by and between the parties that :-

a. Any notices to be served hereunder shall deemed to have been sufficiently served on the Second Party If the notice under the signature of the General Manager/ Additional General Manager/ Assistant Manager of the Board is left on the said dwelling unit.

b. All the disputes and differences arising out of or in any way touching or concerning this Deed whatsoever shall be referred to the sole arbitrator who will be appointed by the First Party or any other officer appointed by him. It will not be an objection to such appointment that the Arbitrator so appointed is a Government servant or an officer of the First Party who has dealt with the matter to which this Deed relates in the course of his duties or as a Government servant or officer as the case may be, he has expressed his views on all or any of the matters in dispute or difference. The decision of the arbitrator shall be final and binding on the parties to this deed.

c. All costs expenses incidental to the execution of this deed have been borne and paid by the Second Party. And it is further agreed, accepted and understood that all matters of the disputes will be referred to the Director General of the Board, who shall appoint an Arbitrator to adjudicate notwithstanding the location of the dwelling unit(s). Only courts at Delhi shall be appropriate courts of Jurisdiction to decide/ adjudicate the claims/ actions of the parties herein against each other if the same is not resolved by the DG AFNHB in Arbitration.

**BOUNDARIES**

East :

West :

North :

South :

The colony known as **JAL VAYU VIHAR, JALANDHAR** constructed as per the building permit sanctioned by Estate Officer, PUDA, Jalandhar vide permit No. EO-PUDA-Jal-8568 dated 29 Jun 2011.

The value of property conveyed in Rs. \_\_\_\_\_ /- (Rupees  
\_\_\_\_\_ only).

IN WITNESS WHEREOF, we, the above named BOARD and the Second Party without any pressure, coercion or undue influence whatsoever, put their hands to the contents of this Conveyance Deed in presence of the following witnesses on this \_\_\_\_\_ day of \_\_\_\_\_ at Jalandhar.

Signed sealed and delivered for the Air Force Naval Housing Board the Board aforesaid authroised rep \_\_\_\_\_ above named.

(Authorised Signatory)

THE BOARD  
(First Party)

Signed sealed and delivered for ALLOTTEE the Allottee \_\_\_\_\_ above named.

THE ALLOTTEE  
(Second Party)

**WITNESSES :-**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Father's Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Father's Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(To be Notarised & Executed on Rs.50/- Non-Judicial Stamp Paper)

**SPECIAL POWER OF ATTORNEY**

Be it known to all that I,.....S/o W/o D/o  
Shri/..... aged about \_\_\_\_ years, Residing at  
..... do hereby appoint/nominate/  
constitute Mr/Mrs/Ms..... S/o W/o D/o  
Shri..... aged about \_\_\_\_ years, Residing at  
.....as my true and lawful attorney.

WHEREAS I am an allottee / joint registrant of Air Force Naval Housing Board for a flat No. .... and Stilts / Basement / Open Car Parking in Jal Vayu Vihar situated at Jalandhar. And due to exigencies of service / unavoidable personal reasons I will not be able to be present in Delhi as well as Jalandhar at the time of taking over possession and execution of Conveyance Deed of the above mentioned flat. Therefore, I hereby appoint and empower my aforesaid attorney to do the following acts, deeds and things in my name, an on my behalf i.e. to say :-

- (a) To present me before the Air Force Naval Housing Board and other concerned Departments in regard to allocation of Flat and to enter all sorts of correspondence, if any, on my behalf.
- (b) To take possession of the Flat No.\_\_\_\_\_ in \_\_\_\_\_ on my behalf.
- (c) To pay any sum due to AFNHB and collect any document receipts etc. pertaining to the dwelling unit on my behalf.
- (d) To apply for the Electricity and Water connection to the appropriate authorities for my house and deposit the dues for this purpose, if any
- (e) To execute Conveyance Deed of the flat in my favour.
- (f) To pay sum on account of stamp duty, registration charges and miscellaneous charges for execution of conveyance deed for the flat on my behalf.
- (g) I hereby ratify and confirm that all the above acts, deeds and things done by me and said attorney shall be treated as acts and things done by me personally.

IN WITNESS WHEREOF I have executed this Special Power of Attorney at .....  
on this..... day of .....2017 in the presence of.....

.....  
Signature of Power of Attorney Holder

EXECUTANT

**WITNESSES :**

1.

2.