

SUB-LEASE DEED

This indenture of Sub-Lease Deed executed on this day of, 20__ (TWO Thousand ____) By **KRIDAY REALTY PRIVATE LIMITED, (PAN CARD NO. AAECK5447N)** a private limited company incorporated under provisions of the Companies Act, 1956 and under the provisions of the Companies Act, 2013, having its registered office at E Block, Voltas Premises, T B Kadam Marg, Chinchpokli, Mumbai – 400033 and having its regional office at Plot No. 87/1263 & 87/1264, zone-20, Mouja- Shankarpur, Aigenia, Bhubaneswar, Odisha- 751029 represented by its authorised signatory, _____ (AADHAR NO. _____), authorized vide board resolution/letter of authority/power of attorney dated _____ (Here in after called and referred as “VENDORS” which expression shall unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors, representatives and assigns) of the ONE PART, Mobile No.

IN FAVOUR OF

Mr./Mrs. aged about Years, S/o/W/o by caste By profession resident of At., Po. Ps. District. having ADHAR No. & PAN Mobile No. (Here in after called as “VENDEE” which expression shall mean and include his/her legal heirs, successors, executer, administrators and assigns) of the OTHER PART.

VALUATION

Rs./- (Rupees) only
(The details of payment receive from the buyer should be mentioned)



WHEREAS, the property mentioned in the scheduled-A bellow, stands recorded in the name of the M/s. and the property mentioned in the scheduled-b bellow stands recorded in the name of the following persons

.....
.....
.....
(And have absolute right, title, interest and peaceful undisputed possession over their respective plots having home stayed status and Ac. decimal land area in total)

(the complete documents with respect to right, title, interest and peaceful undisputed possession has to be mentioned with at least two prior chains of the documents)

WHEREAS,

- A.** Bhubaneswar Development Authority, having its office at Akash Shova Building, Sachivalaya Marg, Bhubaneswar, Odisha –751 001 [hereinafter referred to as “**BDA**”], is a statutory authority constituted and created by the Government of Odisha in the year 1983 under the Odisha Development Authorities Act, 1982 with the objective to take up planned and systematic development of Bhubaneswar Development Plan Area;
- B.** BDA has undertaken development of an integrated residential complex of land measuring 12 acres bearing Revenue Plot No. 87/1264 admeasuring acres 7.990 and plot no 87/1263/1802 admeasuring acre 4.010 in Khata no 421 situated at Mouza Shankarpur, under Bhubaneswar, Tahsil of Khurda District, Odisha, [hereinafter for the sake of brevity referred to as the “**said Larger Property**”], on Public Private Partnership model. Tata Housing Development Company Limited, [hereinafter referred to as “**TATA HOUSING**”] was selected being the highest bidder in the Bid conducted by BDA.
- C.** TATA HOUSING has pursuant to the terms and conditions of the Request for Proposal and the Letter of Award issued by BDA, formed the SPV “**Kriday Realty Private Limited**”, (the **VENDOR** referred herein under).



- D. BDA, TATA HOUSING and the Vendor have entered into the Development Agreement dated 9 December, 2011, [hereinafter referred to as the "**said Development Agreement**"] wherein, the Vendor has been appointed as a developer, to develop the said Larger Property and further is entitled to have and hold leasehold rights of the said Larger Property.
- E. The Revenue and Disaster Management Department, Government of Odisha, has granted leasehold rights of the said Larger Property to BDA on 90 (ninety) years long term lease vide Lease Deed dated 8 January, 2013 registered vide Registration No. 1131300839/13, registered with Sub-Registrar of Assurances, Khandagiri, [hereinafter referred to as the "**said Principal Lease**"], on the terms and conditions more particularly described therein. A copy of the approved plan of the said Larger Property delineated in bold boundary line is annexed hereto as "**Schedule 'A'**".
- F. BDA has further granted leasehold rights to the Vendor, vide Indenture of Sub-Lease dated 18 February, 2013, registered in Book No 1, Volume No 70, under Serial No.11131303737 of 2013, registered with Sub-registrar of Assurances Khandagiri, [hereinafter referred to as the "**said Sub Lease Deed**"], on the terms and conditions more particularly described therein.
- G. Certain inaccuracies have inadvertently crept in the description of the said Larger Property hence BDA and the Vendor executed a Deed of Rectification dated 4 November, 2017 duly rectifying the description of the said Larger Property which is duly registered on 10 November, 2016 - Book Number 1/Volume number 171 document number 11131608515 of 2016, (hereinafter referred to as "**Deed of Rectification**").
- H. The Vendor is seized and possessed of and entitled to develop the said Larger Property, by constructing buildings and structures thereon on the terms, conditions, stipulations and provisions therein contained.
- I. The Vendor is constructing/ has constructed buildings in a phased manner on portions of the said Larger Property and has been developing an integrated residential complex, known as "**ARIANA**". Currently, the Promoter has completed construction of phase I & Phase II part of the said Larger Property and received Occupation Certificate for the same.
- J. The Vendor has now developed the land area of admeasuring _____ acres/ sq. mtrs, being part of the Larger Property and more particularly described in **SCHEDULE A1** hereto and hereinafter referred to as the "**said Land**", under a new phase (hereinafter referred to as the "**Phase III Project**").



The said Phase III Project would comprise of a multi storeyed building/s and structures thereon consisting of flats, apartments, tenements, dwelling units and premises of all kinds, for residential, and/or any other authorized use, together with provision of parking spaces and other necessary amenities and services thereto, for the purpose of selling/ leasing or otherwise transfer the same to prospective purchasers/ lessees and other transferees. The Vendor have constructed the apartment in the name and style of in accordance with building plan sanctioned and approved by the Bhubaneswar Development Authority vide letter No., Bhubaneswar, dated In File No. and further has got the project registered with the Odisha Real Estate Regulatory Authority, Bhubaneswar vide Project Registration No. Dated In accordance with the RERA Act, 2016 and rules made therein.

- K. For legal necessity and for business, the Vendor have expressed their intention to convey and transfer the proportionate impartible undivided share in the land in question with the building measuringSqft, carpet area assigned as flat No., floor No., Block....., Type..... Including one parking space No. in the basement of the said apartment namely (As mentioned in scheduled-C) The vendee has accepted the offer and has evinced his/her willingness to purchase and acquire such proportionate impartible undivided share in the land with the building for a consideration amount of Rs./- (Rupees) only. Consequently, a concluded contract had culminated by and between the parties and the various terms and conditions, pertaining to the sale transaction had been mutually agreed upon and settled by and between the parties.

NOW THIS INDENTURE WITNESSETH FOLLOWS

1. In pursuance to earlier executed agreement for Sub-Lease bearing registration No. dated between the Vendor (Promoter) and vendee (Allottee) the terms and conditions mentioned therein are fully complied without any deviation and strictly order to the mutual representation, covenants, assurance, promises as content in the said agreement for Sub-Lease. The said agreement for sub-lease is part and partial of this conveyance deed.



2. In consideration of an amount of Rs./- (Rupees.....) only has been paid by the vendee to the vendors, the receipt of which the vendors have acknowledged and hereby admits and the vendors hereby grants, transfers, conveys, assigns and assures unto the vendee the proportionate impartible undivided share in the land in question with building as set out in the schedule given below together with all rights, privileges, easements, appendages and appurtenances attached thereto. Resultantly the vendee shall enjoy and hold the said proportionate impartible and undivided share in the land with the building absolutely and forever and the vendors do hereby covenant that notwithstanding any act, deed or thing done by them, they have clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the vendee, who shall at all times, here-after peacefully and quietly hold, possess and enjoy the said proportionate impartible undivided interest in the land with the building as indefeasible owner thereof without any let, interruption, claim or demand whatsoever from or by the vendor or any person claiming any title or amount to the interest of the vendors. The vendors further states that they shall at all times here-after at the request and cost of the vendee executed or caused to be executed any further acts, deeds, conveyances, assurances for assuring the said proportionate impartible undivided interest in the land with the building as detailed and delineated in the schedule set out below in favour of the vendee and the vendors, their successors shall all times here-after indemnify and keep indemnified the vendee against any loss, damage etc., if any, suffered by the vendee by reason of any defect or deficiency in title of the vendors or any breach of the declaration here-in-obtained.

3. The vendors do hereby declare that the property is not the subject matter of any suit or litigation and the same has not been attached/pending for



auction by any court or authority in any proceeding. The land in question has been notified under any notification issued under the Land Acquisition Act and there is also no scheme in contemplation or proposal for acquisition of the land for any purpose whatsoever.

4. The vendors further state and declare that they shall at all times here-after indemnify the vendee against any claim or demand in respect of the undivided proportionate interest in the land and building here-under sold or conveyed if advanced by or at the behest of any 3rd party or any other person and shall make good any loss which the vendee or on account of any circumstances by which the title of the vendee may be affected or impaired in any manner.
5. The occupancy certificate (O.C) No. dated have also issued by the competent Authority (please Insert the name of consent developing authority) w.r.t. subject property in accordance to the ODA Act 1982 read with Rule 2020 (copy of occupancy certificate attached).
6. The vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on date of the proportionate undivided impartible share in the land and building and he/she shall have right to exercise all legal possessor and property rights, title, interest, possession without any objection from or by the vendor or any person claiming any title under the vendors (Copy of the possession certificate attached).
7. That, the vendee is responsible and liable to pay and discharge all taxes, rents, charges and other outgoing payable to Revenue, Municipality,



Urban, TPCODL, P.H.D., Government and other authorities levied in respect of the property mentioned in the scheduled below.

8. That, the vendee shall peacefully and equitably possess in common area along with other vendee and enter into, retain, hold, use and enjoy the same without any binding or interruption, claim (present and future) or demands by or from the vendors or any of their heirs, successors, assigns and representatives or any other person.
9. That, the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely "....." Like overhead tank, lift, common passage, staircase, etc. along with along with the other vendees/flat owners of the said apartment and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an apartment dweller.
10. The vendee, his/her heirs, succours, assigns and representative 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.
11. The vendee is also at liberty to get his/her name mutated in the Government, Municipal Corporation, TPCODL, Revenue Departments, etc. and all other records and pay the taxes, rents, and charges in his/her name and obtain receipts thereof.
12. That the vendee shall not have any right to make any structural changes/alteration in the said building and shall not use the flat in such



manner which may impair the safety of the building or cause any danger to the beauty and safety of the building or which may affect the right of other flat owners.

13. That the vendee shall not use the flat for any unlawful acts and shall not store inflammable/explosive, hazardous goods and if it is found so, the other flat owners and association/society shall have the discretion to take the said flat owner to the Court of Law. The vendee is responsible to keep the flat free even from noise pollution.
14. That the vendee as well as the other similar flat owners shall from an association/society as per the mandates of Odisha Apartment Ownership Act 1982 as well as the Rules to be framed there under and shall submit a declaration before the competent authority to be designated by the Govt., the similar owner of the apartment shall also frame bye-laws pertaining to the matters specified under section 16 of Odisha Apartment Ownership Act 1982 and every similar owner shall be bound to become the member of such association/society. The Odisha Apartment Ownership Act 1982 and Rules framed there under shall be binding on the vendee.
- a. That the vendee has already registered the owner society in terms of OAO Act 1982 and handover the registration certificate bearing No. dated Along with details of sketch map of common area/amenities for vendees legal rights and physical possession and future reference (copy of the owners society registration certificate and sketch map w.r.t common area/amenities enclosed)



15. 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 THE PROPERTY-A

(the details of the scheduled of the property should be mentioned)

SCHEDULE OF THE PROPERTY-B

(The details of the property acquired through registered power of attorney as applicable)

SCHEDULE OF THE PROPERTY-C

The area transferred in favour of the vendee being the undivided impartible interest measuring A.C Decimal out of A.c decimals with the building thereon measuring Sqft. Carpet area assigned as flat No. on floor, Block Type..... BHK including one parking space No. Basement of the apartment named and styled as ".....".

FLAT BOUNDED BY

North-
South-
East-
West-

DECLARATION

We declare that the land in question is not within the purview of consolidation proceeding under Odisha Consolidation of Holding and Prevention of Fragmentation of Land Act 1972.



Signature



Further declare that the land in question is not a ceiling surplus land within the meaning of Urban Land (Ceiling and Regulation) Act 1976 or the Odisha Land Reforms Act 1965 and the land in question is not a species of Endowment property within the meaning of Orissa Hindu Religious Endowment act 1951.

We the vendors and vendee do not belong to Scheduled Caste or Scheduled Tribe Community.

I the vendee do here by declare that no proceeding/any adverse order is pending pertaining to subject property before any court of law/regulatory authority.

I the vendee do here by declare that I have reasonably enquired and verified the documents relating to the rights, title and interest of the vendor and have purchased the property on payment of full consideration.

We, the vendor and the vendee hereby declare that we, being read out the contents of the Sub-Lease deed and being explained, have satisfied as about the correctness of the recitals of the same as true and correct, do hereby execute the Sub-Lease Deed with our clear volition without ant duress, inducement, allurement or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

IN WITNESS WHEREOF the vendors AND vendee signed this the day, month and year first above mentioned in presence of the following witness.



WITNESS

VENDORS

1.

2.

VENDEE

Certificate

I certified that the vendor and vendee are my clients and as their instruction I prepared this Sub-Lease deed. I have read over and explained them all the facts in vernacular language understood by them and after fully understanding same, they put their signature on the respective column.



