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3. The plans are uploaded on website. Further, any increase in the development charges or land cost, escalation etc, will also have to be borne by you. The basic cost of the dwelling unit includes cost of land, common facilities / amenities etc as provided (such as standby generator for common area, internal roads, boundary wall, landscaping, etc).
4. The following sub-heads will be charged additional to the above basic flat cost: -
- (a) Long Term Maintenance Fund (LTMF).
  - (b) VAT, Service Tax and Parking Area, depending upon type (Covered / Stilt / Open / Basement). As of now 100% parking has been planned. Additional parking are also planned, which shall be allotted in addition to one mandatory parking.
  - (c) Equalization charges on delayed payments of installments due will be levied as per rules in force.
  - (d) Cost of any additional area, terrace or floor option or facility, if offered.

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5. The allottee will be responsible for getting the individual flat electric meter installed after taking over of DU and also responsible for registration of allotted DU at his/her own cost. In case, single point metering for whole complex is resorted to, it will be mandatory for all allottees to pay electric charges to maintenance agency along with security and advance if applicable. Besides, the allottee will also have to subscribe to the society as and when formed and pay its subscription along with charges for common facilities such as intercoms / telephones etc, if provided, and consumption of electricity, maintenance and upkeep for common facilities. Rules and regulation as per Master Brochure Dec 2007 or as amended from time to time shall be applicable.

6. **Schedule of Payment.** The payment of the total estimated cost mentioned in para two above is required to be paid as follows:

Category/Type of Unit	A-I	A-II	B-I	B-II	Due dates
Tentative Cost(in Lacs)					
Registration fee with application form					
Called Amount					Within 60 days of issuance of Allotment Letter
Last installment(tentative)					Yet to be intimated
Final installment	Will be intimated prior to handing over				

**Note:**

(a) Registration fee includes Rs.1000/- towards non-refundable Administrative Fee.

(b) Interest on delayed payment, Enhancement in cost, Cost of Parking, service tax, VAT and other taxes, society charges (LTMF) and additional area, if applicable, will be payable with the last Instalment.

(c) Any change in schedule of instalment shall be intimated.

(d) In case any extra amount is paid to the Board by the allottee, it will be adjusted in the next instalment. However, no interest shall be payable on this amount.

7. **Payment Procedure.** The remittance should be made by means of a local cheque of Delhi or a Bank Draft drawn in favour of Air Force Naval Housing Board, New Delhi, payable at Delhi ONLY. Kindly endorse your name and registration number on the reverse of the cheque / draft. **Post-dated cheque will not be accepted.** Direct payment / deposit in bank of AFNHB will not be acceptable. Board will not be responsible or accountable for such deposits.

8. **Dishonour of Cheque.** In case any cheque is dishonored by bank for whatsoever reason, Rs.250/- shall be charged for each dishonor. This will be over and above the penalty/legal consequences as per government rules.

9. All installments should be paid before or by noon of the due dates mentioned in Para 7 above. In case you are not in a position to make payment of any installment by noon of the due date, you must apply to the Board, with full justification before the expiry of date, for extension of time limit subject to a maximum period of 120 days after which the allotment is liable to be cancelled as per rules in the Master Brochure Dec 2007 or as amended from time to time. However, the equalization charges, as per prevailing Board rules, shall be levied for the delayed number of days. The Board at its sole discretion may extend the payment date.

10. **Equalization Charges.** Equalization charges applicable to wait listed registrants/late entrants will be levied at the rate of 10% per annum from the initial closing date of the scheme if the called installments are paid within 60 days of issue of allotment letter. Thereafter penal interest (on installments called and for defaulters of regular installment payment) will be levied on delayed amount @ 12% per annum if paid within 30 days of due date and @ 13% per annum in case payment is made after 30 days from the due date of installment. The Board reserves the right to cancel the allotment for further default in payment, unless the Board had accepted your reasons for delay (no relief on late payment interest charges will be made under any circumstances). No reminder for any payment shall be issued. In case of any doubt or non receipt of communication it shall be your responsibility to confirm the schedule of payments from the Board.

11. **Cancellation of Allotment.** The installments demanded should be paid on or before the dates mentioned in this letter or as per revised schedule of payment when so intimated. In case of default in payment of scheduled installments beyond 120 days, the Board reserves the right to cancel allotment without any further notice.

12. **Withdrawals.** Since the Dwelling Units are being constructed based on the demand of the allottees, withdrawals can be permitted only if a waiting list exists and the waitlisted allottees steps in the vacancy likely to be created by a withdrawal. If a withdrawal is approved the following amount will be deducted:-

	<u>Officers</u>	<u>Others</u>
(a) After receipt of Regn. Fees and Prior to issue of this Allotment Letter		
Up to 45 Days after issue of Allotment Letter		
(c) All after (b) above		

13. No withdrawal is generally permitted, if a waitlist does not exists. However, even if the withdrawal is permitted under special circumstances, the amount shall be refunded only when a new allottee joins in and pays the due installments. No interest shall be paid on such refunds and cancellation charges as mentioned in para 12 above shall be deducted as per existing rules. Further, once the withdrawal application is received by the Board, the allottee will forego all rights on the property as well as linked parking and other spaces. A letter of relinquishment of all rights needs to be submitted by allottee prior to refund.

14. **Eligibility.** To confirm eligibility for acquiring a Dwelling Unit, you are required to submit an affidavit as per attached specimen, duly attested by a 1<sup>st</sup> Class Magistrate or Notary Public within 45 days of issue of this letter. If, at any time it is revealed that you have got the allotment of dwelling unit by suppressing or by mis-representing / mis-stating the facts or committing any fraud, the dwelling unit allotted to you will be cancelled and relevant cancellation charges will be levied. If any such mis-representation / mis-statement / fraud comes to notice after the possession is handed over, the Lessor / Board may cancel the allotment and re-enter the dwelling unit and in such an event you will not be entitled to claim any compensation in respect thereof, monetary refund or otherwise. AFNHB HQ reserves full rights to reallocate such dwelling unit to any other allottee without any intimation / notice to the such defrauding allottee.

15. **Allotment of Specific Dwelling Unit.** On nearing completion of construction, dwelling units will be allotted by number / floor / blocks to those who have paid the required instalments. Allotment will be made by Draw of Lots by an allotment committee. The names of those allottees who have not paid the full dues may not be included in the draw. The date of draw of dwelling units will be announced in advance. No request for a change of allotted dwelling units will be entertained. Request for preferential allotment of a specific dwelling unit in a particular phase, or a location or a floor will not be entertained on any grounds whatsoever except on 'Mutual Exchange Basis'. Mutual Exchange can only be done through the Board on application, duly signed personally, by both allottees simultaneously received, prior to taking over of possession. Request for Mutual Exchange will be accepted where both parties have cleared all their liabilities including interest on delayed payments (if applicable) of their respective dwelling units up to the date of application for such changes. The Mutual Exchange is merely a change of dwelling unit and does not cover any adjustment of financial transaction of allottee. The Board will not entertain any request to find another allottee seeking Mutual Exchange, nor will it keep any separate record / roster of allottees seeking Mutual Exchange. No Power of Attorney / Proxy requests will be entertained on the subject of Mutual Exchange.

16. **Completion of Scheme.** As per the existing plans, the dwelling units are expected to be ready for possession by . However, due to unforeseen circumstances beyond the control of AFNHB if the completion of project gets delayed, no interest and/or compensation shall become payable. The rules and regulations of local Authority and other State Authorities can at times become the governing determinants affecting the completion of project.

17. **Escalation.** Every effort is being made to ensure that cost of the dwelling unit does not exceed the cost given at para 2 above. However escalation cannot be ruled out due to possible increase in prices of land, material, labour, taxes or other mandatory charges or any other reason by Local Authorities as also change in specification, areas etc. Similarly in case the actual super area works out to be different than what is indicated at this stage, the cost would alter accordingly. The additional compensation towards land/cost if ordered by the Courts in favour of Land Owners or due to any other reason shall also be payable on pro-rata basis, by the allottees.

18. **Financial Assistance.** Allottees can avail loan from any two agencies for financing a Dwelling Unit. The Board at its discretion will be prepared to enter into Tripartite Agreement for this purpose between the allottee and loaning agency. The loans are generally available from following agencies:

- (a) House Building Loan from Govt.
- (b) NGIF/AFGIS.

- (c) HDFC, LIC Housing, GIC Housing Finance, etc.
- (d) Banks like SBI, Syndicate Bank, Vijaya Bank etc.

**Note :**

- (i) The Board will not stand as Guarantor for repayment of loans nor deposit the Conveyance deed to Lending Agencies.*
- (ii) NOC for mortgage will be issued for loan from any of two agencies or twice from single agency as per allottees' requirement. Additional (more than two) NOC or TPA will be issued against processing fee of Rs.500/- per NOC / TPA.*

19. It would be in the interest of the allottee to initiate action to obtain loan, if desired, immediately on receipt of this letter so that the loan can be disbursed on time. It will also help in planning finances in advance. The Board will not entertain requests for extension of payment and interest thereof of any instalment on ground of delay in getting the loan from these agencies. The function of the Board will only be restricted to assist an allottee in getting a loan and not to stand guarantee etc. Board will play no part in resolving issues pertaining to payment of Registration Charges or Stamp Duties, which will be the sole responsibility of the individual allottee.

20. **Permission of Mortgage.** Permission will be accorded for mortgaging the dwelling unit to a maximum of two agencies for financing the dwelling unit. The title of the land on which the dwelling unit is being constructed vests with the Board (AFNHB) and is free from all encumbrances.

21. **Security Charges.** If the dwelling unit is not taken over by you within one month of offer of possession, care taker charges will be levied at the rate Rs.1000/- per month from the day the dwelling unit is due to be handed over, till the date of actual taking over (both dates inclusive) of physical possession by you. It may please be noted that delay in taking over may also affect the rectification of defects by contractor as defect/repair liability expires two years after the Virtual Completion Date of the project which commences from the day 50% dwelling units in the project are handed over. In any case, the allotment is also liable to be cancelled even if you take the Possession Letter but do not take over the physical possession within three months of the handing over date.

22. **Disposal of Property.** The allottee is not permitted to sell the dwelling unit within 3 years from the date of possession in case of serving personnel or 01 year in case of retired personnel except to an eligible person. The allottee shall not sell / transfer the dwelling unit and garage / parking space without prior consent of the Board / Resident's Society / Association as well as the Land Allotting Authority who may refuse the permission or impose such terms and conditions as it may deem fit. In the event of transfer being made without obtaining prior consent of the Board, Residents' Society as well as the Land Allotting Authority in writing, such transfer shall not be recognised by the Board. It shall be open to the Board to cancel the allotment of the dwelling unit and resume possession. In the event of transfer of allotment both the parties will be required to pay Rs.10,000/- and Rs.7500/- each for Officers and Airmen / Sailors category respectively, as administrative charges. The transfer will be subject to the terms as determined by the Land Allotting Authority / other State agencies or as per State Laws.

23. **General Conditions.** The following conditions need to be noted for compliance: -

(a) **Additions & Alterations.**

(i) The Board is to obtain requisite certificates e.g. Completion Certificate, Water Connection Certificate etc from the local Municipal / Civil Authorities being a statutory requirement. At no stage and specially till the time such certificates are obtained no structural additions/alterations in the dwelling unit, terrace (where specifically allotted) and parking spaces etc shall be made by you without prior permission in writing from the Board / the said authorities. In case of non-compliance of any of the above-mentioned requirements, the Board reserves the right to cancel the allotment and resume the possession of dwelling unit and parking space.

(ii) After receipt of the requisite certificates from the local authority, no structural additions / alterations or modifications to the dwelling unit, terraces (where specifically allotted), garages including parking spaces roof top common area and electricity and plumbing arrangements shall without prior permission in writing from the Society and the local municipal/civil authorities. In case of non-compliance of any of the above-mentioned rules, the local authority shall initiate action as deemed correct as per their byelaws.

**Note:** *The allottee must bear in mind the fact that any wrong action by an individual on the above subjects will adversely affect the entire project / community.*

(b) **Property to be Sold on 'As-is-where-is-basis'.** Plan design, specifications, area etc. of the dwelling unit, common facilities, garage / parking space etc may be modified/altered/improved by the Board from the one given in the Brochure, web site, 'K' broadcast or IG based on various considerations. Though all out efforts are made by the Board to maintain quality of high order. The allottees have to accept property on 'As-is-where-is-basis'. In case, certain defects exist at the time of offer of possession, the allottee cannot refuse/defer the possession for want of rectification of defects. The defects shall be rectified in defect liability period.

(c) **Membership of Society/Association.** As required under rules and/or instructions of the board, you have to become a member of the Cooperative Society/Association of your project and abide by its rules and bye-laws. Charges / Subscription Fees for common services i.e. external repairs, painting, colour washing, keeping the open areas in clean and hygienic condition, maintenance of parks, cleaning of common stair-case, electrical charges for these and security services, upkeep of structure and colour codes based on local idioms / themes / laws etc and as decided upon by the said Cooperative Society/Association from time to time, will be payable directly by you to the Society/Association in the manner and by the date prescribed. In event of delay in society becoming function, AFNHB may appoint maintenance agency, Charges for which shall be borne by allottee.

(d) **Registration/Execution of Sub-lease.** The allottees will be required to execute sub-lease/sale deed of their dwelling units prior to taking over possession at their own cost. At the time of execution of transfer deed the allottee will have the option to register the dwelling unit on his/her own name or jointly with one or a maximum of two relations out of the under mentioned: -

- (i) Wife/Husband.
- (ii) Son/Sons, Daughter/Daughters including legally adopted children.
- (iii) Parents.

Note: Rule/Bye-laws of the State Government/Land Allotting Authority will be over-riding in cases of both succession and ownership. In case the allottees had drawn loans with the joint registrant the registration/sub-lease will be done in the joint name.

(e) Maintenance of Dwelling Unit. You will maintain the dwelling unit allotted to you at your own cost in the same good condition, state and the order in which it would be delivered to you and shall abide by all the laws, bye-laws, rules and regulations of the Central, State Govt, Local Municipal Bodies, Society / Association and / or any Authority / Authorities concerned including the Board. You shall also be responsible and answerable for any or all deviations or breach of any conditions, laws, byelaws, rules, regulations and instructions in this behalf.

(f) Encroachment. Portions of the land/covered area not allotted to you in the residential scheme have either been allotted to someone else or kept reserved for common use and services which shall be managed by the registered Co-operative Society / Association of which you are a constituent part. You shall in no way encroach upon the common portions of land areas and services. All unauthorised encroachments made on the land not allotted to you liable to be removed at your expense/cost and consequences without any notice whatsoever.

(g) Terms & Conditions of Conveyance Deed. At all times you are to duly perform and observe all the covenants and conditions which are contained in the Conveyance Deed executed between the Land Allotting Authority and the AFNHB, and observe the same as applicable and relating to the land and the dwelling unit allotted to you and further that the said Lease Deed shall form part of the Title Deed to be executed in your favour at an appropriate time before possession.

(h) The rules and regulations may be modified / altered without notice. The current rule / terms and conditions in force will govern the event when deciding upon its applicability.

(j) All legal expenses of AFNHB will have to be borne by the respective allottee if individual or their collective case is to be fought by AFNHB.

(k) The allotment shall automatically stand cancelled and the amount in deposit stands forfeited if you enter the scheme in any fraudulent way by hiding some facts to qualify as an eligible allottee and the fact is brought to light subsequently wherein you have violated any eligibility norms of entry into scheme or caused structural alteration to the dwelling unit / building without due clearance from the Authority.

24. **Original Allottees.** All allottees who take the first possession of the new dwelling unit directly from AFNHB shall be deemed to have acquired the status of original allottee, as they have contributed to the successful completion of the project.

25. **Correspondence with Board.** Please always quote your registration number as mentioned on Page 1 on all the correspondence and intimate all changes in your postal address in writing immediately. AFNHB will not be responsible for any correspondence reaching the wrong address for any reason.

26. **Arbitration.** All matters of disputes, differences relating to Registration, allotment, withdrawal, cancellations and in all such other matters as are incidental to these and are likely to affect the mutual rights, interest, claims of the registrant *vis-à-vis* the AFNHB, will be referred to the Chairman, who shall appoint an Arbitrator to adjudicate in the matter. The Arbitrator's decision in the matter shall be final and binding on the registrant/allottee as well as the Board. For the purpose of Para 3 of the first schedule of the Indian Arbitration Act 1996 (Act No 10 of 1996) the Arbitrator shall be considered to have entered in the reference, when he has called upon the party seeking arbitration to file his 'Statement of Claims'. Arbitration hearing will be held in Delhi only regardless of where property under dispute is situated. Appointment of an Arbitrator will not be objected to on the ground that he is subordinate to the Chairman, is a member of the Board of Management Executive Committee or is a registrant/allottee of the Board. No request for arbitration will be entertained by the Chairman unless it is made within two months of the cause of action and prior to taking possession of dwelling unit. Possession will not be given till the arbitration proceeding is completed. No request for arbitration will be entertained by the Chairman unless he is convinced that the dispute warrants recourse to arbitration. Any financial effect due to Arbitration will be the responsibility of the complainant. The interest clock of delayed payment during the course of arbitration hearing will not be stopped.

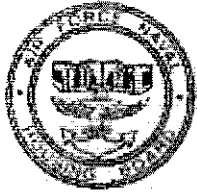
27. **Court Cases.** The registrant/allottee may take recourse to court only after he has exhausted all avenues of redressal. The Board being a registered society shall sue and be sued in the name of Director General. No other officer of the Board or any member of the Board of Management shall be a party to any legal proceedings. All suits and legal proceedings of any kind against the Board shall be instituted in the appropriate court/s in Delhi/New Delhi, notwithstanding the location of the property, which may be the subject matter of dispute. No suits or legal proceedings of any kind shall be instituted against the Board unless a notice in writing has been delivered to Board stipulating the nature of claim, cause of action, relief sought, name, registration number and address of the person, and a period of two months has expired thereafter. The expenditure incurred by the Board will be on the allottee / project account depending upon whether the complainant is an individual / society etc respectively.

28. **Jurisdiction.** In the event of any dispute arising with regard to the terms and conditions of allotment or possession of dwelling unit, the same shall be subject to the jurisdiction of District Court at Delhi or the High Court of Delhi at New Delhi.

29. Rules as enshrined in Master Brochure along with amendments carried out from time to time are applicable.

Encl: Master Brochure





USE ONLY THIS APPLICATION FORM  
(No photocopy is valid)

APPENDIX 'A'

(Ref: Para 443 Page 1A)

APPLICATION FORM

Regn. No. ....

The Director General  
Air Force Naval Housing Board  
Air Force Station  
Race Course  
New Delhi-110003.

Affix Passport  
Size  
Photograph  
Applicant  
Photo

Nominee's  
Photo

Name of Scheme..... Type of DU.....

1. Service No. .... 2. Rank (Serving/Retired) .....
3. Name of Applicant.....
4. Father's/Husband's Name.....
5. (a) Correspondence Address.....  
..... PIN..... Tel (O)..... (R)..... (M).....  
(b) Permanent Address.....  
..... PIN..... Tel (O)..... (R)..... (M).....  
E-mail ID.....
6. (a) Date of Birth..... (b) Place of Birth.....
7. (a) Date and Type of Commission or Enrolment.....  
(b) Length of Service..... (c) Likely Date of Retirement.....
8. For Retired Personnel / Widows / NOK of deceased personnel  
(a) Date of Retirement / Death..... (b) PPO No. and Date.....  
(Attach Proof) (Attach CTC)  
(c) Years served..... (d) Nature of demise (harness/action)
9. Bank details : A/c No..... Name of Bank.....  
Branch..... Address.....
10. (a) Nominee's Name and Relationship.....  
(b) Nominee's Date of Birth.....  
(c) Nominee's Signatures.....
11. PAN Card No. (a) Applicant..... (b) Spouse/ Nominee .....

Signature of Applicant

Place :

Date :

contd....

## DECLARATION

1. I hereby declare that the particulars given at S.No. 01 to 11 on page one of Appendix 'A' are correct and that I have not willfully suppressed any material information. I understand that I will be disqualified from registration of my application and or allotment of Dwelling Unit, if at any time, any of the aforesaid particulars are found to be incorrect.
2. I have read the AFNHB Master Brochure, 'K' Broadcast or IG Messages, website, advertisement etc and have fully understood the contents and shall abide by the same.
3. I also declare that neither I nor my spouse or dependent children owns residential property at the city where Dwelling Unit is being sought.
4. I also undertake to acquaint and abide by all rules, instructions, terms and conditions and stipulations issued from time to time by AFNHB and also by the Central or State Government and other concerned authorities in respect of this Scheme.
5. I certify that I have not re-married (in case of widows).
6. I/We certify that my spouse is not a service officer/is a service officer and has not allotted/or registered for any other scheme of AFNHB (**Strike out whichever is not applicable**).
7. I/We certify that my allotment in any scheme in the past has not been cancelled by the Board.
8. I also declare that:  
(i) Till date, neither I nor my spouse have been allotted a Dwelling Unit by AFNHB anywhere in India.

OR

(ii) I have been allotted a Dwelling Unit by AFNHB in the following Projects.

<u>Name of the Project</u>	<u>Sold/Retained</u>	<u>Regn. No.</u>
(a).....	.....	.....
(b).....	.....	.....
(c).....	.....	.....

\*(Tickmark / Strikeout whichever is applicable / not applicable)

9. I also declare that my allotment has not been cancelled in any earlier AFNHB Scheme and I have never been debarred earlier
10. I also declare that I shall participate in the formation of the registered Society or Association in the subject scheme and be a member of same in accordance with the Bye-laws as approved by the Board.

Signature of Applicant.....

.....  
.....  
.....

(Rank, Name and Service Number)

Place :

Date :

## COUNTER SIGNATURE

(by CO / HOD for Serving Personnel only)