

## AGREEMENT FOR SALE

**“AWHO , PLOTTED DEVELOPMENT AT KALINDIPURAM, PRAYAGRAJ” PROJECT :**  
**(RERA REGISTRATION No. \_\_\_\_\_)**

### **HOUSING LOAN CAN BE AVAILED UNDER PRADHAN MANTRI AWAS YOJNA FOR THIS ALLOTMENT**

This Agreement for Sale, hereinafter called **Agreement** executed on this \_\_\_\_ day of \_\_\_\_ month of the year \_\_\_\_ at \_\_\_\_\_(place) is executed

By And Between

**Army Welfare Housing Organisation (AWHO)** is a No Profit No Loss Organisation, having PANAABTA4251G. It is a welfare society registered under the Societies Registration Act XXI of 1860, with the Registrar of Societies, New Delhi with Registration Number 9142 of 1978 having its registered office at South Hutments, Kashmir House, Rajaji Marg, New Delhi-110011 hereinafter referred to as the “**Promoter**” which is represented by its authorised signatory \_\_\_\_\_ authorized vide MD, AWHO authority letter No \_\_\_\_ dt \_\_\_\_; which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns.

And

(Rank and Name) \_\_\_\_\_ having Aadhaar Number \_\_\_\_\_ and PAN No \_\_\_\_\_, son / daughter of \_\_\_\_\_, aged about \_\_\_\_ years and residing at \_\_\_\_\_, hereinafter called the **Allottee** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns.

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as “**Party**”.

### **DEFINITIONS**

For the purpose of this agreement, unless the context otherwise requires,

- (a) “Government” means the Government of the State of Uttar Pradesh.
- (b) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (c) “Authority” means Uttar Pradesh Real Estate Regulatory Authority.
- (d) “Rules” means the Uttar Pradesh Real Estate Regulation and Development Rules, 2017 for the State of Uttar Pradesh (as amended from time to time)
- (e) “Section” means a section of the Acts.

Sign of AWHO Rep \_\_\_\_\_

Sign of Allottee \_\_\_\_\_

(f) “Organisation” means The Army Welfare Housing Organisation (AWHO) registered as a Society under the Societies Registration Act, XXI of 1860 under certificate issued by the Registrar of Societies, Delhi.

(g) “Board of Governors” means the apex decision making body constituted under regulations of the AWHO.

(h) “Executive Committee” means the committee appointed by the Board of management.

(j) “Master Brochure July 87 ” means the rules of allotment framed by Board of Management for AWHO – as amended upto 1<sup>st</sup> June 2019.

(k) “Registrant” means a person applying with registration fee to the Organisation for booking of a dwelling unit under these Rules, and his application having been accepted. Acceptance of an application for registration, does not amount to an offer of an allotment of a dwelling unit in any scheme (s) applied by the registrant as per Master Brochure, Jul 1987.

(l) “Registration” means making entries in the organisation’s records of an application duly received, checked and accepted and given given a registration number as per Master Brochure, Jul 1987.

(m) “Dwelling Unit (DU)” means a single storeyed dwelling unit, duplex type unit or a flat/ plot or any other type of flat/ dwelling constructed in double or multi-storeyed building by the Organisation under any of the schemes, which shall be deemed to mean and include a “Dwelling Unit” and “Commercial Plot”.

(n) “Nominee” means a person appointed by name (as explained in Para 24 (a) in Chapter III) Master Brochure, Jul 1987 by each registrant in the appropriated place in the application and who would on the demise of the registrant take over all the liabilities and the rights of the deceased registrant under these rules, as a custodian, unless there is a dispute about succession.

(o) “All Ranks” means Officers, Junior Commissioned Officers and Other Ranks who are in service in the Army on the date of application for registration.

(p) “Jai Jawan Awas Yojna” means a Group Housing scheme for JCOs/OR.

(q) “Common Areas and Amenities” means—

(i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase.

(ii) The common, parks, play areas, open parking areas and common storage spaces as applicable.

(iii) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel as applicable.

(iv) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy as applicable.

(v) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use as applicable.;

(vi) All community and commercial facilities as provided in the real estate project as applicable.

(vii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use.

### **WHEREAS**

A. Army Welfare Housing Organisation (Promoter) is the absolute and lawful owner of the landed properties having an extent of 4.94 acres (20,000 Sqm) situated at IRW Pocket A, Kalindipuram Housing Scheme, Kasari Masari, Prayagraj(UP) (represented by its Authorized Signatory) has been registered in the office of the Sub Registrar, Allahabad as document bearing No. 2159/06 dated 09 Jun 2006:-

<b>S/ No</b>	<b>Survey No</b>	<b>Land (Acres)</b>	<b>Area (Sqm)</b>	<b>Owned By</b>
(a)	921 to 926, 1973, 1974, 1978, 1979, 1980 & 1981	4.94	20,000.00	Army Welfare Housing Organisation (Promoter) as the absolute and lawful owner
	<b>Total</b>	<b>4.94</b>	<b>20,000.00</b>	

B. Army Welfare Housing Organization (AWHO), the Promoter represented by its Authorized Signatory submitted a layout plan for approval before the Prayagraj Development Authority and the plan has been sanctioned by Prayagraj Development Authority vide letter No PDA/LD/22-23/0605 dt 17 May 2024 for 71 Plots (68 residential plus 03 commercial) as per the details given below:

<b>S/ No</b>	<b>Survey No</b>	<b>Land (Acres)</b>	<b>Area (Sqm)</b>
<b><u>Residential (68) &amp; Commercial (03)</u></b>			
(a)	921 to 926, 1973, 1974, 1978, 1979, 1980 & 1981	4.94	20,000.00
	<b>Total</b>	<b>4.94</b>	<b>20,000.00</b>

The said land is earmarked for the purpose of a plotted layout project consisting of residential and commercial plots and the said project shall be known as **“AWHO , PLOTTED DEVELOPMENT AT KALINDIPURAM, PRAYAGRAJ”** hereinafter called Project.

C. The Promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the promoter regarding the said land on which Project is to be constructed have been completed.

D. The Prayagraj Development Authority has granted the commencement certificate to develop the Project vide letter No PDA/LD/22-23/0605 dt 17 May 2024 for 71 Plots (68 residential plus 03 commercial)

E. The Promoter has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approval for the Project as the case may be from Prayagraj Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

F. Project has been registered under the provisions of the Act, with Uttar Pradesh Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ vide Registration No. \_\_\_\_\_.

G. The Allottee had applied for vide Residential/Commercial Plot (strike out whichever is not applicable) in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted a plot having number \_\_\_\_\_ with a rectangular area of \_\_\_\_\_ Square Meters(\_\_\_\_\_ Square Feet) included in a total area of \_\_\_\_\_ Square Meters(\_\_\_\_\_ Square Feet).

H. The Parties have gone through all terms and conditions set out in this Agreement , Master Brochure, Jul 1987 and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing herein and have understood the mutual rights and obligations detailed herein;

I. The Allottee also agrees to abide by the Terms and Conditions contained in letter, letter of allotment and all such communications issued by the promoter herein after.

J. The parties hereby confirm that they are signing this agreement with full knowledge of all laws, rules, regulations, notifications etc applicable to the Project.

K. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this agreement on terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the plot as specified in para Gon “As is where is basis”.

Now, therefore, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties mutually agree to the following terms:-

## 1. TERMS

Sign of AWHO Rep \_\_\_\_\_

Sign of Allottee \_\_\_\_\_

1.1. **Eligibility.** Allottee had registered himself voluntarily on \_\_\_\_\_ vide Application/ Registration No (given in Form AH-30) \_\_\_\_\_ to be an eligible registrant with the Promoter for this said project. The Promoter is entering into this agreement relying on the declaration by the Allottee with regards to his/her eligibility to apply for Residential/ Commercial plot (as the case may be) in his/her application/affidavit. In case any of the declaration is found to be false the Promoter shall be free to cancel this allotment, subject to deductions made at time of Registration as per policy published by the Promoter vide AWHO Master Brochure July 1987 (as amended upto Jun 2019) or amendments made from time to time.

1.1.1 Subject to the terms and conditions as detailed in this Agreement, and those contained in Master Brochure, Booking/Allotment letters etc the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the plot in the Project.

1.1.2 Both parties confirm that they have read and understood the provisions of section-14 of the Act.

1.2 **Total Price.** The price per Square Meter of a Residential plot in the Project is Rs 35,000/- (Rupees Thirty Five Thousand Only). The price of Rs 35,000/- per Square Meter (for residential plot only) shall be applicable only to the rectangular area of the plot; the irregular area of the plot shall be discounted by Rs 3,500/- per Square Meter with respect to price per Square Meter of allotted Residential Plot.

1.2.1 The Total Price for the plot number \_\_\_\_\_ in the Project measuring \_\_\_\_\_ Square Meter including a rectangular area of \_\_\_\_\_ Square Meter is Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and irregular area of \_\_\_\_\_ Square Meter is Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only). The breakup details are as given below:-

	Area Type	Area (Sq Meter)	Price (Rs per Sq Meter)	Amount (in Rs)
Plot No _____ Type _____	Rectangular		Rs 35,000/-	
	Irregular		Rs 31,500/-	
	<b>Total Area</b>		<b>Total Price</b>	

### **Explanations**

(i) The Total Price is free of escalation, save and except increases due to increases on account of development charges payable to the Competent Authority and/or any other increase in charges, taxes, etc., which may be levied or imposed by the competent authority from time to time and which the Allottee hereby agrees to pay. It is exclusive of Maintenance Charges and Corpus Fund as determined and defined in Master Brochure, Jul 1987.

(ii) The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee which shall only be applicable on subsequent payments.

(iii) In the event of any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, under RERA if any, granted to the said project by the Authority as per the Act, the same shall be charged from the allottee.

(iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(v) The Total Price of Plot includes recovery of price of land, the Common Areas, development charges, taxes, cost of providing electrical connectivity, water line, sewage line and fire fighting, and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project. It is exclusive of Maintenance Charges and Corpus Fund.

(vi) The Consideration is the total sale consideration which includes, wherever applicable and other charges applicable on the date of agreement. GST, any other future taxes etc. levied by the Government/government agencies/authorities etc. shall remain the exclusive liability of the Allottee(s) to be paid on demand or on general notification.

(vii) The Total Price of said plot does not include the cost of electric and water sub-meters which shall be installed by the Allottee(s) at his own cost and expenses.

(viii) If due to any subsequent legislation/government order or change in Fire Code or National Building Code or if deemed necessary by the promoter at its sole discretion, additional fire safety measures are undertaken, then the Allottee(s) undertakes to pay within 15 (fifteen) days from demand, the additional expenditure incurred thereon along with other Allottee(s) on basis of the plot area. The Allottee(s) undertake to pay such proportionate amount, if any, promptly on demand by the promoter or through general notification.

(ix) If any provision of the existing or future laws, guide lines direction etc. of government of the competent authorities is made applicable to the Said Plot/complex requiring the promoter to provide pollution control devices, effluent treatment plant etc. in the complex, in such event, the cost of such additional devices equipment etc. shall be borne and paid by the intending Allottee(s) in proportion to the area of his/her plot as and when demanded by the Promoter.

1.3 Same as given in explanations above.

1.4 **Payment Plan.** The Allottee(s) shall make the payment as per the payment plan set out in Schedule B ("Payment Plan").

**1.4.1 Booking Amount.** Allottee has already paid Rs \_\_\_\_\_ Lakhs (Rupees \_\_\_\_\_ only) as Registration/ Booking Amount /Expression of Interest and will pay the Balance amount as per Schedule C ("Payment Plan") which is a part payment towards the Total Sale Consideration of the Residential/ Commercial Plot and the Promoter hereby acknowledges the same.

**1.4.2 Balance Payment.** The Allottee hereby agrees to pay the remaining price of the plot as mentioned above in para 18(b), thereof, as prescribed in the Payment Plan within the time and in the manner specified in Booking Letter and / or any such notifications issued by the Promoter herein after.

**1.5 Rebate.** The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable to any Allottee by discounting such early payments @ 1% on each installment fully paid within scheduled time as notified by promoter. The provision for allowing rebate and such rate of rebate shall not be subject revision/withdrawal, once granted to an Allottee by the Promoter. Rebate in case of withdrawal by allottee /cancellation by promoter will be limited only for the instalments paid as per schedule. Rebate will be calculated by the promoter at the time of issue of final statement of account and should not be deducted by the allottee while paying the instalment.

**1.5.1 Penalty (Delay).** If the allottee delays payment towards any amount which is payable, then the allottee shall be liable to pay interest at the rate of 10% per annum as present applicable (subject to change if any by Executive Committee) as per para 41 of AWHO Master Brochure Jul 87 (as amended upto 01 Jun 2019).

**1.5.2 Penalty (Nonpayment/ Cancellation).** The Allottee(s) hereby agrees that the Promoter shall have the right to forfeit 50% of the Registration/ Booking Amount / Expression of Interest, in cases of non-payments, cancellation of booking etc. and in case of non-fulfillment of the terms and conditions herein. The balance amount, if left with the Promoter, shall be returned as per Promoter's policy and rules after the surrender of original receipts and all papers issued by the Promoter and after furnishing of the indemnity, and other undertakings in person as may be required by the Promoter. The Allottee(s) hereby agree to sign and return this Agreement to Promoter within thirty (30) days from date of its intimation by the Promoter.

**1.6 Additions and Alterations in the Sanctioned Plans.** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule C and Schedule D (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act, provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

**1.6.1** The Allottee(s) hereby agrees and understands that the Promoter has a right to effect suitable and necessary alternations/additions/modifications/deletions in the plotted layout plan and adjunct building plans/ floor plans, designs, dimensions and specifications etc as directed by the Competent Authority(ies). The Allottee(s) hereby, agrees and gives unconditional acceptance to all such alterations/addition s/ modifications/deletions in the plotted layout plan and adjunct building plans/ floor plans, designs, dimensions and specifications etc as may be deemed necessary by the Promoter.

1.6.2 The Promoter, with the due statutory approval/permissions shall have the right to add, construct, in addition to the present sanctioned plots/building/ layout/floor plan and to sell or such additional plots (residential/commercial) etc., in the said Project, as the Promoter may in its absolute discretion think fit.

1.6.3 The proposed and present layout, numbering plan of Plots and facility are clearly seen and understood by the Allottee(s). However, the Allottee(s) understand that the competent local authority etc. may allow additional FAR to the Promoter on purchasable/non-purchasable basis. If the Promoter decides to use the additional area ratio FAR then the Allottee(s) shall not have any objections to the same. The Allottee(s) will also sign the required document and no objection certificates when required by the Promoter or Authority.

1.7 Blank.

1.8 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:-

- (a) The Allottee shall have exclusive ownership of the individual Plot allotted.
- (b) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the completion certificate from the Competent Authority as provided in the Act.
- (c) That the computation of the price of the Plot includes recovery of price of land, construction of the Common Areas, development charges, taxes, cost of providing electrical connectivity, water and sewage line, firefighting and the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project.
- (d) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that this is only an independent, self-contained Project covering the said Land and is not a part of any other project zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project and amenities other than service areas (refer para 14) in deed of declaration shall be available for use and enjoyment of the Allottees of the Project.



1.9.1 On completion of the Said Project, the final area of the Said Plot shall be determined after accounting for changes, if any. The final and confirmed area shall be incorporated in the Conveyance/ Sub Lease Deed. Any increase or decrease in the Area of the Said Plot the difference in the consideration amount shall be payable by the Allottee(s) or returned, as the case may be, without any interest thereon. No other claim, whatsoever, monetary or otherwise shall lie against the Promoter or be made by the Allottee(s) against the Promoter. On deletion of the said Plot in the scheme due to any reason, no claim, monetary or otherwise, shall be raised or accepted. However, the actual amount so received against the same shall be refunded to the Allottee(s) in full with 2% interest per annum by the Promoter.

1.9.2 The Allottee(s) understands, agrees and acknowledges that although the consideration for the said Plot is calculated on the basis of the Area what is being agreed to be sold/transferred/conveyed/leased/sub-leased herein is only the actual land area comprising the Said Plot. However, subject to the due observance and compliances, it is obligatory under this Agreement and the Maintenance Agreement to be executed in due course, including due payments of maintenance and additional charges there under, the Allottee(s) shall have non-exclusive and common rights along with the other lawful occupants of the Said Project to use the Common Areas and the facilities provided in the Said Project. The Allottee(s) agrees and understands that he shall have no ownership claim or right of any nature/kind, over/in respect of all/any open spaces, community sites, any other space/facility etc. Such spaces shall remain the property of the Promoter till such time the Resident Welfare Association (RWA) is formed and property conveyed to the RWA, which shall be free to deal with the same in any manner whatsoever, in accordance with the law.

1.9.3 The Promoter has also made clear to the Allottee(s), who understands and agrees that the rights of the Promoter in the Said Plot agreed hereinto be conveyed/sold/transferred/leased are circumscribed to the subject conditions imposed by competent local regulatory authority.

1.10 The Promoter agrees to pay all outgoings to the Regulatory/ Competent Authorities before transferring the physical possession of the Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Registration/ Booking Amount / Expression of Interest, being part payment towards the Total Sale Consideration of the Plot at the time of application, the receipt of the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan **[Schedule B]** as may be demanded by the Promoter the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he

shall be liable to pay interest rate at the rate prescribed in the Rules.

## 2. **MODE OF PAYMENT.**

2.1 Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan preferably through Demand Draft /online transaction (NEFT/RTGS/Net Banking/UPI).

2.2 The allottee should inform through email to [finance07@awhosena.org](mailto:finance07@awhosena.org) and [mkt05@awhosena.org](mailto:mkt05@awhosena.org) and letter with transaction details includes Registration No, date of transaction, details of bank and UTR No etc to enable linking of the remittances and generation of Receipt. Details of payment through NEFT/RTGS/Net Banking/ Demand Draft/UPI are as under :-

<b><u>(a) For Collection of Installments</u></b>		
(i)	Beneficiary Account Name	<b>AWHO COLLECTION A/C FOR PLOTTED PROJECT PRAYAGRAJ</b>
(ii)	Beneficiary Account No	<b>120031645776</b>
(iii)	Beneficiary Bank Name	CANARA BANK
(iv)	Type of A/c	CURRENT ACCOUNT
(v)	Branch Name	ALLAHABAD, SULEMSARAI
(vi)	Bank Address	40/26, E, Sulemsarai, Dist- Allahabad, Uttar Pradesh-211011
(vii)	IFS Code	<b>CNRB00 0 5 1 3 1</b>
<b><u>(b) For Maintenance Charges</u></b>		
(i)	Beneficiary Account Name	<b>AWHO MAINTENANCE CHARGES A/C FOR PLOTTED PROJECT PRAYAGRAJ</b>
(ii)	Beneficiary Account No	<b>110196006987</b>
(iii)	Beneficiary Bank Name	CANARA BANK
(iv)	Type of Account	SAVINGS
(v)	Bank Address	Kashmir House Rajaji Marg, New Delhi- 110011
(vi)	IFS Code	<b>CNRB0 0 19122</b>
<b><u>(c) For Corpus Fund/Society Fund</u></b>		
(i)	Beneficiary Account Name	<b>AWHO CORPUS FUNDA/C FOR PLOTTED PROJECT PRAYAGRAJ</b>
(ii)	Beneficiary Account No	<b>110196008633</b>
(iii)	Beneficiary Bank Name	CANARA BANK
(iv)	Type of Acct	SAVINGS
(v)	Bank Address	Kashmir House Rajaji Marg, New Delhi- 110011
(vi)	IFS Code	<b>CNRB0019122</b>

2.3 The Promoter shall send the call/demand notices at the address available on records of the Promoter for installments on completion of the respective stages of construction. The call/demand notices shall be sent by Speed Post/Registered Post and through e-mail and shall be deemed to have been received by the Allottee(s) within 10 days in case of registered Post and within 7 days in case of speed post, from the date of dispatch, as the case may be. It should be the duty of the Allottee to immediately convey the change of allottees postal/ correspondence address available (or email ID) to the Promoter.

### 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, or transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.1.1 The Allottee if residing outside India i.e Non-Resident Indian (NRI) or posted to Foreign Embassy/Consulate/Peace Keeping Missions are eligible to purchase immovable property (Residential/Commercial) in India other than agricultural land/ plantation property/farm house.

3.1.2 The payment for acquisition of property (Plot) shall be made to Promoter from :-

- (a) Funds remitted to India through normal banking channels by way of inward remittance from any place of India or
- (b) Funds held in any Non-Resident Account (NRO)/NRE/FCNR(B) maintained in India in accordance with the provisions of Foreign Exchange Management Act, 1999 and the regulations made by Reserve Bank of India from time to time.
- (c) No payment can be made either by Traveller's Cheque or by Foreign Currency Notes.
- (d) No payment can be made outside India.
- (e) Any refund, or transfer of security, if provided in terms of the Agreement shall be credited to NRO/NRE/FCNR(B) account in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only. The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### 4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### 5. **TIME IS ESSENCE**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule B ("Payment Plan")**.

#### 6. **CONSTRUCTION OF THE PROJECT**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as presented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and Shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.1 The Promoter shall abide by the time schedule for completing the project as disclosed in the AWHO web site i.e **www.awhosena.in** and towards handing over the Plot in the Project as provided under the UPRERA rules

## 7. **POSSESSION OF THE PLOT**

7.1 **Schedule for Possession of the said Plot/ PDC.** The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Plot along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place in Oct 2026 , unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court Order or orders of any Competent Authorities affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot. Provided that such Force Majeure conditions are not of a nature that make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking Possession.** The Promoter, upon obtaining the Completion Certificate/Occupancy Certificate (as applicable) from the Competent Authority shall offer, in writing the possession of the Plot (by Clearance letter), to the Allottee in terms of this Agreement within (2) two months from the date of issue of Completion Certificate/Occupancy Certificate (as applicable) however subject to the Parties herein executing the Conveyance / Sale Deed of the Plot.. Provided that, in the absence of Applicable Law the Conveyance Deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of Completion Certificate/Occupancy Certificate (as applicable)]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, or documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the Maintenance Charges effective from the date of issue of Completion Certificate/Occupancy Certificate (as applicable) as determined by the Promoter/association of Allottees. The Promoter shall hand over a copy of the Completion Certificate/Occupancy Certificate (as applicable) of the plot, as the case may be, to the Allottee at the time of executing the Conveyance/ Sale Deed of the same.

**7.3 Failure of Allottee to take Possession of Plot.** Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings, such other documentation and Conveyance/ Sale Deed as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the promoter Caretaking/ holding Charges at the rate of Rs. 1/- per month per squaremeter per month of plot area (in case of plot) for the period beyond 3 months from the given date of Possession in addition to maintenance charges as specified in para 7.2 .

**7.4 Possession by the Allottee.**After obtaining the Completion Certificate/ Occupancy Certificate (as applicable) and handing over physical possession of the Plot to the Allottees, subject to Allottee's Compliance of the Terms contained in Para 7.2 and 7.3 herein before, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the Competent Authority, as the case may be, as per the Applicable Law: [Provided that, in the absence of any Applicable Law the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, within 90 (ninety) days after obtaining the Completion Certificate/Occupancy Certificate (as applicable)].

**7.5 Cancellation by Allottee.**The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The Promoter shallhavetherighttoforfeit50% of Registration/ Booking Amount/ Expression Of Interest,incasesofnon-payments,cancellation of booking etc. The Promoter shall paybackthe remaining amount within 45 days of such cancellation/ withdrawal by the allottee.no interest is payable on the amount paid by the allottee, however, interest as penalty would be charged at 10% on the delayed period of installment due.Subsequent to the cancellation and withdrawal of allotment, Promoter shall have absolute right to allocate the subject plot to the Registrants in the Waiting List.

**7.6 Compensation.** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for the occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot ; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due in following circumstances:-

- (a) In accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or
- (b) Due to discontinuanceof his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason.

7.6.1 If the Allottee does not withdraw from the Project, the Promoter shall pay the Allottee 2% interest per annum on paid amount, for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

## 8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows: -

- (a) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;.
- (b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (c) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (d) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Plot and Common Areas.
- (f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (g) The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot which shall, in any manner, affect the rights of Allottee under this Agreement.
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.
- (i) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.
- (j) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.

(k) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities till the Completion Certificate/Occupancy Certificate(as applicable) has been issued and possession of apartment, plot or building, as

the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be.

(l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## 9. **EVENTS OF DEFAULTS AND CONSEQUENCES.**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events: -

(a) Promoter fails to provide ready to move in possession of the Plot to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready for possession' shall mean that the Plot shall be complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

(b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above a Non Defaulting Allottee is entitled to the following:-

(a) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(b) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate of 10 % per annum unless provided otherwise under the Rules within forty-five days of receiving the termination notice. Where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 Allottee shall be considered under a condition of Default, on following events:-



(a) In case the Allottee fails to make payments for 2 (two) -consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate of 10 % per annum unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit.

(b) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the Allottee by deducting 50 % of the Registration/Booking Amount/ Expression of Interest and penalty of 10% interest and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit; Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

#### 10. **CONVEYANCE OF THE SAID PLOT**

The Promoter, on receipt of Total Price of the Plot as per Para 1.2 under the Agreement from the Allottee, shall execute a Conveyance Deed and convey the title and possession of the Plot together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Clearance Letter / Possession Certificate as the case may be, to the Allottee. (Provided that, in the absence of Applicable Law, the Conveyance Deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Completion Certificate/Occupancy Certificate (as applicable)). However, in case the Allottee fails to deposit the stamp duty and/or registration charges, TDS and other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance/ Sale Deed in his/her favour till payment of stamp duty and registration charges TDS and other ancillary charges to the Promoter is made by the Allottee. Notwithstanding above, possession of the Plot shall be handed over to the allottees who have raised Housing Loan provided they execute the Conveyance/ Sale Deed and hand over the same to Loaning Agencies.

#### 11. **MAINTENANCE OF THE SAID PROJECT**

The Promoter shall be responsible for providing and maintain essential services in the Project till the taking over of the of the Project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for 18 (Eighteen) months from the date of Completion Certificate/ Occupancy Certificate has been not been included in the Total Price of the Plot and as stated in the Booking Letter/ Allotment Letter etc. the Common Area Maintenance Charges/ Facility Management Charges shall be collected separately to be paid by the allottee at the time of offer of possession/ clearance letter. However if the RWA/ Association of Allottees is not formed within 18 (Eighteen) months of Completion Certificate/ Occupancy Certificate, the Promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 32(e)(iv)+10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to the RWA/Association of Allottees once it is formed. For further details para 32(e) on Maintenance charges may also be referred to.

## 12. **DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale/lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to give possession to the allottee, whichever is earlier it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## 13. **RIGHT TO ENTER THE PLOTS AND COMMON AREAS FOR REPAIRS**

The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, and parking spaces in common areas for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## 14. **USAGE**

The service areas, if any, as located within the “**AWHO , PLOTTED DEVELOPMENT AT KALINDIPURAM, PRAYAGRAJ**”, shall be earmarked for purposes services including but not limited to electric sub-station, transformer, DG set rooms, water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

## 15. **GENERAL COMPLIANCE WITH RESPECT TO THE PLOT**

15.1 Subject to Para 12 above, the Allottee shall, after taking possession of the Plot, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Plot, or the common places which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the project is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, neon light, publicity material or advertisement etc. on the Plot or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design approved by the Competent Authority. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages of the Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Plot.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

## **16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES.**

The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

## **17 ADDITIONAL CONSTRUCTIONS.**

The Promoter undertakes that it has no right to make addition(s) or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

## **18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of Allottee who has taken / agreed to take such Plot.

## **19 RESIDENT WELFARE ASSOCIATION**

Promoter has assured Allottee(s) and showed compliance that the Project in its entirety is in accordance with provisions of the Act and the allottees shall incorporate a Residents Welfare Association as per the statute of the state of Uttar Pradesh.

## **20 BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 60 (sixty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar \_\_\_\_\_ (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver this Agreement to the Promoter within 60 (sixty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the

Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever and with the Promoter having an option to forfeit 50% of Registration/Booking Amount/ Expression of Interest.

## **21 ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

## **22 RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

## **23 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

## **24 WAIVER NOT A LIMITATION TO ENFORCE**

24.2 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule B] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.3 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## **25 SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## **26 CALCULATION OF PROPORTIONATE SHARE REFERRED IN AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area of the Plot bears to the total area of all the Plots in the Project.

## **27 FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## **28 PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Head or Project Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_ (address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

## **29 NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:-

(a) **Allottee's name and address.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) **Promoter's name and address.**

Army Welfare Housing Organisation  
Kashmir House, Rajaji Marg, New Delhi-110011.

(c) **Correct Address.** It shall be the duty of Allottee and Promoter to inform each other of any change in address subsequent to the execution of this Agreement by Registered Post/ speed post/ email failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be. The Allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom. In all such communication the reference of the booking of the Said Plot must be mentioned clearly.

## **30 JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees. However, all joint registrants must meet the eligibility / conditions laid down by the land allotment authority. The Joint Registrants will have to submit an affidavit giving their holdings of property (immovable) in whole of India:-

- (a) Spouse.
- (b) Son or Daughter.
- (c) Legally adopted children.
- (d) Father or Mother (In case of unmarried allottees).

### 31 **SAVINGS**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale /Lease for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale/Lease or under the Act or the Rules or the Regulations made there under.

### 32 **OTHER TERMS AND CONDITIONS**

(a) **ChangeInScopeOfProject.** The said project is based on the approved Layout Plan but due to unavoidable circumstances if there are changes in the location of the said Plot, duly approved by Competent Authority, then the Allottee(s) shall have the option to accept the equivalent alternative arrangement made by the Promoter without claiming any compensation. However, in case the Allottee(s) wishes to cancel the allotment under this Agreement, the Promoter shall refund the Booking Money/ Expression of Interest and other amount(s) paid under this Agreement without any interest payable to the Allottee(s) subject to deduction of charges incurred by the Promoter including but not limited to processing fee, other charges etc. towards the said Plot. Notwithstanding anything contrary contained in the clause above, the Promoter shall have the right to effect suitable and necessary alterations in the layout plan, if it is essential in order to meet the requirements of the development of said Project upto 10% of the deviations in the specifications of the said Plot, which shall be binding on the Allottee(s) without incurring any compensation. Such alterations may include but not limited to all or any of the following changes namely change in its boundaries, change in its specification, change in its dimensions or change in its area etc. Any changes beyond 10% of the deviations in the specifications of the said Plot shall attract compensation as may be agreed upon mutually by the Parties. If in case, the Parties fail to agree on the arrangement provided herein, the Parties shall have the right to cancel this Agreement, without incurring any compensation, damages or any other penal charges, interest etc. For removal of any doubt, in case the Allottee(s) exercises his right to cancel his Agreement under this clause, the Promoter shall refund all amounts received from such Allottee(s) without any interest payable upon it subject to deduction of charges incurred by the Promoter including but not limited to processing fee, other charges etc. towards the said Plot.

#### (b) **Sale Deed And Stamp Duty**

(i) Subject to the payment of full Consideration, additional charges/ payments and adherence to the terms and conditions of this Agreement by the Allottee(s), the Promoter shall arrange to execute and appropriate Sale Deed to sell, transfer and convey its rights, title, and interest about the Said Plot in favour of the Allottee before handing over physical possession of the Plot. However, the Allottee(s) shall, on his part be responsible and bound to execute the appropriate Conveyance Deed as and when called upon to do so by the Promoter.

(ii) The obligations undertaken by the Allottee(s) herein shall survive and be read as part of the Conveyance Deed. The obligations and covenants of the Allottee(s) shall run with the Said Plot and be enforceable at all times against the Allottee(s), its transferees, assignees

of successors in interest.

(iii) The Stamp Duty, Registration Charges, Tax Deducted at Source (TDS) and other charges of the Conveyance Deed and any other document to be executed by under this Agreement shall be borne by the Allottee(s).

(c) **Nomination (As per AH-30 Form)**

(i) The Allottee(s) shall have a mere contingent right to obtain Conveyance Deed for the Said Plot in the name of his nominee(s) subject to absolute discretion of the Promoter, granting or refusing such permission and also subject to the conditions / compliances as may be required to be fulfilled by the Allottee(s) with the Promoter/ the Maintenance Service Provider, submitting of all requisite documents, payment of administrative charges as applicable for the time being as per policy of the Promoter and furnishing all such affidavits, undertakings, indemnity bonds and other documents as may be deemed necessary by the Promoter for granting such permissions. Substitution of Allottee by nominee or anyone else shall not be entertained.

(ii) In the process of the nomination and/or transfer, if any tax, stamp duty or other levies are charged by the Government, it will be exclusive liability of the Allottee(s) and his nominees/transferees, jointly or severally.

(d) **Consequences Of Force Majeure**

(i) Upon the occurrence of any Force Majeure event, the Promoter shall notify the Allottee(s) in case such Force Majeure Event has material adverse effect on the completion of the Said Project. On occurring of such Force Majeure Event as stated under clause 12.1, the Promoter shall be entitled to a reasonable extension of time for delivery and possession of the Said Plot. The Promoter as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if under the aforesaid circumstances beyond the control of the Promoter so warrant that the Promoter may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Allottee(s) for the period of suspension of scheme.

(ii) In case of cancellation/cessation of right acquired by the Promoter to develop the Said Project on account of Force Majeure Event and destruction of the construction, the Parties shall bear their damages/loss of respective investments subject to the insurance of the Said Plot provided above in this Agreement i.e. advance Consideration paid by the Allottee(s) towards the Said Plot and investment made by the Promoter towards development of the Said Project.

(iii) In case of destruction of the construction to an irreparable level the Promoter has the right to redevelop the Said Project at its cost.

(e) **Maintenance Charges**

(i) **Statutory Dues.** The Allottee(s) from the **date of Clearance Letter/Offer of Possession** of the said Plot shall be responsible and liable for the payment of all Municipal Taxes, Property Tax, Ground Rent/Premium, and any other statutory charges etc., (hereinafter referred to as "**Statutory Dues**") as may be levied on the Said Project in the share proportionate to the Area of the Said Plot referred to as "**Proportionate Dues**". All such amounts shall be payable on demand, as the case may be, either to the Promoter or to any maintenance agency nominated by the Promoter to provide maintenance/ administration services in the Said Project upon completion. The Allottee(s) will still be liable if he delays his taking over/possession of the plot from the date of the offer of possession till the date of actual possession for all such statutory charges and fines for delay therefore.

(ii) **Maintenance Charges.** The Promoter may, upon completion of the Said Project hand over the maintenance of the Said Project to anybody- corporate, association etc., nominated by the Promoter, hereinafter referred to as "Maintenance Service Provider" or through the Project In Charge/Director as nominated by the Promoter.

(iii) The relationship between the Promoter with the Maintenance Service Provider designated for the maintenance services shall be on principle to principle basis. The Promoter shall not be liable or responsible for any act of commissions or omissions thereof on the part of the Maintenance Service Provider and/or any other agencies employed by the Maintenance Service Provider whether arising from the Maintenance Agreement or otherwise. The contract between Allottee(s) and Maintenance Service Providers shall be independent and enforceable against the Maintenance Service Provider only and the Allottee(s) hereby, shall not have the right to sue the Promoter for the breach of any terms or conditions and covenants of the Maintenance Agreement.

(iv) The Allottee(s) further undertakes to abide by the terms and conditions of the payment of Maintenance Charges also termed as Facility Management Charges (monthly maintenance) for a period of 18 (Eighteen) Months from the date of Completion Certificate/Occupancy Certificate (after all balance payments and documents paid/handed over) for handing/taking over of the Plot. Facility Management Charges shall be recovered from the allottee @ Rs 1.50 per sq feet per month. This shall be utilised for the maintenance, security, housekeeping and operation of E/M installations. Audited accounts along with any surpluses shall be handed over to the RWA whenever constituted.

(v) The Allottee(s) is aware that they are agreeing to purchase the Said Plot and the specific understanding that the right to use common facilities vested in promoter shall be subject to payment of maintenance charges as decided by the Promoter or Maintenance Service Providers. If these charges are not paid regularly by the Allottee(s), then Allottee(s) shall have no right to use common facilities etc.



(f) **Corpus Fund.** An initial lumpsum of Rs 25,000/- (Rupees twenty five thousand only per plot will be recovered through the Statement of Accounts towards membership fee of the Society. The corpus fund is not part of the Total Sale consideration of the Plot.

(g) **Registration of Resident Welfare Association (RWA) and Membership**

(i) Under the provision of Rules 68 (f) and 76 to 79 of AWHOMaster Brochure July 1987 as also the declaration made in Part II of the Registrants application, it is mandatory for allottee to become member of RWA or any other society legislated under State Govt as and when registered.

(ii) Those allotted plots in a particular project/colony will have to become members of its Welfare Maintenance Society/RWA as and when constituted within the mandated timelines of UPRERA. Election for the RWA may be conducted by AWHO when 50% (fifty percent) of plots have been physically taken over by the allottees.

(iii) The charges of common service as decided by the said Society/ RWA, when formed, shall be payable by allottee to the society in the manner and by the date prescribed by it.

(iv) Corpus Fund recovered from the allottee shall be paid to the RWA/ towards membership fee of the Society only after being registered under state laws.

(v) Allottee shall pay promptly all demands, bills, charges as may be raised by the Promoter/RWA from time to time. Refusal to pay the monthly FMC shall also entitle the Promoter/RWA to levy penalty.

(vi) The security deposit for the electric connections is not included in the Sale Consideration of the Said Plot determined herein and the same shall be paid by Allottee(s) as and when demanded by the Promoter or Maintenance Agency or Service Provider to which the Allottee(s) agrees and shall have no objection.

(g) That the Allottee(s) agrees and undertakes that he shall not at any time before \_\_\_\_\_ or \_\_\_\_\_ after taking possession of Said Plot have any right to object to the Promoter in constructing or continuing with the construction of other building structures in the Said Project or otherwise in the Said Project.

(h) That the delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee(s) shall not be constructed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoter.

(i) It is agreed by and between the Parties that unless a Conveyance Deed is executed and registered, the allottee shall not be handed over the physical

possession of the Plot, the Promoter shall continue to have absolute authority over the Said Plot and all amounts paid by the Allottee (s) under this Agreement shall merely be a token payment for purchase of the Said Plot and shall not give him/them any lien or interest on the Said Plot until he/they have complied with all the terms and conditions of this Agreement and a transfer document of the Said Plot have been executed and registered in his/their favour.

(j) **Mortgage**

**& Finance.** Allottee(s) may with the prior consent of the Promoter, in writing, mortgage or charge the Said Plot(s) to such bank/financial institution/government authority or any other person(s) as may be permitted by the Promoter provided that in the event of sale or foreclosure of the mortgaged Said Plot, the remaining payment towards consideration of sale and other charges under this Agreement shall have priority over the said mortgage or charge as the case may be.

(k) **Counterparts.** That two copies of this Builder Buyer Agreement shall be executed, and the Promoter shall retain the first and send the second executed copy to the Allottee(s) for his/her/their reference and record, each of which, when executed and delivered, shall constitute an original of this Agreement. That if at any stage this document requires to be registered under any law or necessity the Allottee (s) bind him-self and agrees to have the same shall be registered through the Promoter in its favour at its cost and expenses and keep the Promoter fully absolved and indemnified in this connection.

(l) **Indemnity.** The Allottee(s) hereby indemnifies and undertakes to keep the Promoter, its nominees, the said Maintenance Service Provider and its officers/ employees as well as the other occupants/owners of the Said Project fully indemnified and harmless from and against all the consequences of breach by the Allottee(s) of any of the terms and conditions of this Agreement or any law for the time in force as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Allottee(s) hereby accepts and acknowledges that this indemnity would cover all acts of commissions and omissions on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee(s).

(m) **Disposal of Property**

(i) **Before Possession of Plot.** Sale of Allotment/ Booking letter or transfer of rights in Plot prior to taking possession of Plot is not permitted. AWHO is at full liberty to cancel allotment if such a case comes to light.

(ii) **After Possession of Plot.** No sale / transfer / assigning of plot to a third party shall be effected by the allottee, his heirs, successors, executors and administrators without prior permission in writing of the AWHO. However, permission for sale to a third party may be granted on the terms and conditions as decided by AWHO as per AWHO Master Brochure - Jul 87 (as amended). Whenever a plot is transferred with the permission of the AWHO and with the permission of any civil authority, which has control over the Area, the transferee shall be bound by all the

covenants and conditions as are applicable to the original allottee in general and the aforesaid restrictions on re-sale in particular. After possession no allottee is permitted to sell his plot for the first five years. Further sale/ resale thereafter can only be done to similar category as are eligible for the 'Jai Jawan Awas Yojna ie JCOs and OR only'. The AWHO reserves the right in its absolute discretion to refuse permission for sale / transfer Plot. In case of violation of the above, the Booking of plot will be cancelled.

(iii) The Allottee shall not be entitled to transfer or otherwise part with the possession of the whole or any part of the plot before Conveyance Deed is executed. After execution of the Conveyance Deed, sale/transfer/ parting with possession in parts of the plot shall not be permitted.

(n) **Insurance.** The Promoter shall have right to procure appropriate insurance policy, though not bound, get the construction of Project during the construction period and amenities attached to a Said Plot, facilities insured at the cost of Allottee and recover it from the Allottee.

(o) **Third Parties.** This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

(p) **Successors and Assigns.** The Agreement shall be binding upon, and inure to benefit of Parties and their respective successors and permitted assigns.

(q) **Survival.** Termination of this Agreement shall not relieve the Promoter or the Allottee(s), of any obligations hereunder which expressly or by implication survive Termination hereof. Except as otherwise provided in any provision of this Agreement expressly limiting liability of either Party, Not relieve either Party of any obligations or liabilities for loss or damage to other Party arising out of, or caused by, acts or omissions of such Party prior to effectiveness of such Termination or arising out of such Termination.

(r) **Final Settlement of Project and Refund Clauses.** Only initial allottee who is still holding/retaining the ownership of the Plot is entitled to receive the excess refund of any after the financial closure of the project accounts. Original allottee who have sold their plots and the subsequent owners are not entitled to Refunds. The refunds are also applicable to successors of original allottees on their death.

## **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

**33** The terms of this Agreement for Sale shall be read in conjunction with the Booking Letter/Letter of Allotment, Letter of Handing/Taking over and these shall take precedence in case of any duplication/doubts with respect to any rule of Agreement for Sale. The Allottee have read the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein read with AWHO Master Brochure, Booking / Allotment Letter and other letters issued by the promoters.

**34** The Allottee hereby confirm they are signing this Agreement with full knowledge of all laws, rules, regulations, etc., applicable in the State and related to the Project.

**NOTE.** Besides **Agreement to Sale**, allottee is to abide by all Rules framed in Booking Letter and AWHO Master Brochure, July 87 (as amended).

IN WITNESS WHEREOF the Parties hereinabove named have signed this Agreement to Sale(ATS) at Prayagraj in the presence of attesting witnesses, signing as such on the day first written above.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee (including joint buyers):**

(1) Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

(2) Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

Please affix  
photograph and  
sign across the  
photograph

**Promoter:**

Signature(Authorised Signatory): \_\_\_\_\_  
Name \_\_\_\_\_  
HQ AWHO  
South Hutments, Kashmir House,  
Rajaji Marg, New Delhi-110011.  
at New Delhi on \_\_\_\_\_ in the presence of:

Please affix  
photograph and  
sign across the  
photograph

**Witnesses:**

1. Signature: \_\_\_\_\_ 2. Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

**SCHEDULE 'A'** - SITE PLAN OF THE PLOT

**SCHEDULE 'B'** - PAYMENT PLAN (as per Booking letter)

**SCHEDULE 'C'** - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT).

**SCHEDULE 'D'** - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

Sign of AWHO Rep \_\_\_\_\_

Sign of Allottee \_\_\_\_\_

**SCHEDULE 'E' - AFFIDAVIT**

**SCHEDULE 'F' - ACKNOWLEDGEMENT**

**SCHEDULE 'G' - OTHER TERMS AND CONDITIONS AS PER PARA 42 OF**

**BUILDER BUYER AGREEMENT**

[The 'Schedules' to this Agreement for Sale)/ Builder Buyer Agreement shall be as agreed to between the Parties]

**Explanation:-**

(a) The promoter shall disclose the existing Agreement for Sale/ Builder Buyer Agreement entered between Promoter and the Allottee in respect of ongoing project along with the application for registration of such ongoing project. However, such disclosure shall not affect the validity of such existing agreement (s) for sale between Promoter and Allottee in respect of apartment, building or plot, as the case may be, executed prior to the stipulated date of due registration under Section 3(1) of the Act.

(b) This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respected case. But in any event, matter and substance mentioned in those Clauses, which are in accordance with the Statute and mandatory according to the provisions of the Act shall be retained in each and every agreement executed between the promoter and allottee. Any Clause in this agreement found contrary to or inconsistent with any provision of the Act, Rules, and regulation would be void ab-initio.

**SITE PLAN OF THE PLOT**  
**“AWHO , PLOTTED DEVELOPMENT AT KALINDIPURAM, PRAYAGRAJ” PROJECT**



Sign of AWHO Rep \_\_\_\_\_

Sign of Allottee \_\_\_\_\_

**Schedule B****PAYMENT PLAN**

The schedule of payment, as applicable to you is given below :-

<b><u>S/ No</u></b>	<b><u>Type of Payment</u></b>	<b><u>Percentage of Total Payment</u></b>	<b><u>Amount</u></b>	<b><u>Due Date on or before</u></b>
<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(d)</b>	<b>(e)</b>
(i)	Registration Amount / Booking/ Expression of Interest	10%		31 Jan 2025
(ii)	Signing of <b>Agreement for Sale/First Installment</b>	25%		__ Feb 2025
(iii)	Second Installment	30 %		3 months after signing of ATS
(iv)	Third Installment	30%		9months after signing of ATS
(v)	Issue of Handing Taking Letter	5%		

**Notes:-**

1. If the due date happens to be a Saturday, Sunday or a Gazetted/ Closed holiday, the next working day will be treated as due date.
2. Amount shown against each installment has been rounded off to the nearest thousand rupees and balance cost will be adjusted in the last installment.
3. Notwithstanding the schedule of payments given out in Para 3 above, it is mentioned that payment will be strictly construction/development progress linked for ease of the allottees.
4. Details of Plot (No etc.) will be intimated later after the computerised draw of lots is held.
5. Allottees are requested to submit a self-attested photocopy of their PAN Card at the earliest, if not already submitted.
6. Additional liabilities of service tax/GST or any other taxes imposed on AWHO henceforth shall be borne by the allottees.
7. Any change in the payment plan shall be intimated to the allottees by e-mail and uploaded on AWHO website.
8. Any activity or liability of AWHO which becomes imperative on AWHO due to the status of the Govt order during the currency of the contract will also have to be borne by the allottees.
9. It has been decided to minimize the correspondence by post. All important information will be uploaded on AWHO website and also informed by e-mail. As such allottees are requested to visit AWHO website and check their mail box regularly including spam/junk folders.

Sign of AWHO Rep \_\_\_\_\_

Sign of Allottee \_\_\_\_\_

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

1. Boundary wall, Main Gate and Guard Room.
2. Green Areas and Open Space.
2. Road, drains, Sewage line.
3. Street lights, Electric Transformers.
4. 68 Residential plots and 03 Commercial plots.
5. Garbage Collection Area.
6. Under Ground Water Tank and pump room.
7. Rain Water Harvesting Scheme.

**Note - All above are as per layout plan sanctioned by Prayagraj Development Authority (PDA) vide sanction letter no PDA/LD/22-23/0605 dated 17 May 2024**



Schedule 'E'

(To be executed on a non-judicial stamp papers Prescribing by the State Govt. where executed)

**SPECIMEN FORM OF AFFIDAVIT**

I, No ..... Rank ..... Name ..... age ..... Yrs, Son of ..... unit ..... a member of Army Welfare Housing Organisation, New Delhi vide Registration No ..... do hereby solemnly affirm/declare on oath as under :-

1. That my property status as on the date of registration as member and as on the date of signing the present affidavit is as under :-

		As on the date of registration as member	As on the date of signing affidavit
(a)	Place, Tehsil, District & State		
(b)	Type of property /plot or built up accommodation		
(c)	Size of the Plot		
(d)	Name of Owner		
(e)	Individual share in case of joint property		
(f)	Remarks whether Residential or Commercial		

2. (a) That myself, my wife or any minor dependent children do not have any house/plot of land/house except ancestral in any Urban Estate/Improvement Trust Colony in the city/Town for which plot/house/flat is applied.

**OR**

(b) That I am not a member of any other such Organisation or any other service for the purpose of acquiring residential property.

3. That the information relating to the property status given in Para 1 includes the particulars relating to the property status of my wife, minor children and or dependent as well.

4. That I have not re-married (Applicable to widows only).

5. That my permanent residential address as on date as shown in the records of my service in Adjutant General's Branch/Record office as.....(Applicable to Serving/retired/widows only)

6. That I retired from Army/AF/Navy Service on .....and that my permanent residential address on retirement as intimated to Adjutant General's Branch/Record Office was.....(Applicable to retired personnel only)

7. That I have not given any false information and have not submitted any false particulars in my application and in this affidavit and have not concealed any material facts.

8. That except the property, the particulars of which have been submitted in para 1, my wife or minor or dependent children do not have any other property, including plot of land at any other place.

9. That if the house/flat /Plot for which I am registered is allotted, the net total vacant land, will not exceed the ceiling laid down in the Urban Land (Ceiling & Regulation) Act, 1976.

10. That I or my spouse have not applied for/taken possession of any other dwelling unit constructed by AWHO.

11. In case I acquire any immovable property on or after this date I shall inform the Managing Director AWHO about it alongwith full details.

12. For Medical Officer Only –That I am a member of Army/Navy/Air Force Officer's Benevolent Fund (Strike out if not applicable).

13. That I am not a member of Air Force & Navy Housing Board or any other State Housing Board/Co-operative Housing Society.

**OR**

That I am registered with ..... (Name of Organisation) for allotment of a house/flat plot at.....(Name of Station) under registration No .....

**OR**

That I have been allotted a house/flat/plot at .....(Name of Station) by .....(Name of Organisation) vide registration No .....

**Signature of Deponent****VERIFICATION**

Verified at .....on this .....in the year.....that the contents of the above affidavit are true to the best of my knowledge. No part of it is wrong and nothing has been concealed there from.

**Signature of Deponent****ATTESTATION BY FIRST CLASS MAGISTRATE/NOTARY PUBLIC****Note :-**

1. If the affidavit is attested by the Notary Public, Notarial Stamp worth Rs 5/- will have to be affixed on the affidavit.

2. All the paras ie. from 1 to 13 of the above specimen should be typed out and be filled as applicable. Even if a particular Para is not applicable, the same may be typed and be filled as NA. Please sign all the pages.

Sign of AWHO Rep \_\_\_\_\_

Sign of Allottee\_\_\_\_\_

**The Managing Director  
Army Welfare Housing Organisation  
South Hutments, Kashmir House  
Rajaji Marg, New Delhi – 110011**

**ACKNOWLEDGEMENT OF BOOKING OF “AWHO , PLOTTED DEVELOPMENT AT  
KALINDIPURAM, PRAYAGRAJ” PROJECT**

1. I acknowledge receipt of your **Agreement for Sale** and Booking letter No\_\_\_\_\_dated\_\_\_\_\_ regarding booking of \_\_\_\_\_ developed plot.
2. I unequivocally accept all the conditions given in your **Agreement for Sale** and Booking letter quoted above and in the AWHO Master Brochure – Jul 87 (as amended), voluntarily signed by me.
3. I certify that I, my spouse or dependent children have not acquired any residential property on or after the submission of the affidavit by me.
4. I undertake to become member of the Registered Welfare Maintenance Society to be constituted under Rule 76 of the AWHO Master Brochure-Jul 87 (as amended) and will abide by its rules and Bye-laws.

Signature\_\_\_\_\_

Registration No\_\_\_\_\_

Rank & Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel No\_\_\_\_\_

Mobile No(s)\_\_\_\_\_

e-mail ID \_\_\_\_\_