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THIS AGREEMENT of allotment is made on this _____ **day of** _____ (**month**) **2017** and (**year**) Two Thousand Seventeen/eighteen between the Air Force Naval Housing Board , a society registered under the Societies Registration Act, 1860, with the Registrar of Societies, Delhi, under Certificate of **Registration No S/11008** of 19 May 1980, with its office at Air Force Station , Race Course, New Delhi, through its duly authorized General Manager/ Addl General Manager / Asst Manager(Administration) hereinafter referred to as the ' The Board' (which expression shall include its Executors. Administrators, Representative and Assignee) of the First Part and (**Name of Allottee**) _____ Son / Daughter / Wife of _____ R/O _____
_____. Hereinafter referred to as 'The Allottee' (which expression shall include his / her Heirs, successors, executors and administrators) of the Second part.

Whereas the Board is the sole and absolute owner of all that piece and parcel of land admeasuring an approx.area of 2.58 Acres(12494 Sq.Yards) situated in **Jal Vayu Vihar, Near Mahavir Chowk, Opp. HMV college, Jalandhar** which has developed for the purpose of residential dwelling unit and parking space for the allottees of the Self Financed Housing Schemes promoted by the Board on the terms and conditions of the allotment letter. The AFNHB has constructed **154** dwelling units under this Self Financed housing scheme.

WHEREAS the Allottee had joined the Board's said scheme for allotment of a dwelling unit is now known as **Jal Vayu Vihar, Jalandhar**

AND WHEREAS the Board after construction of the dwelling units in the said Jal Vayu Vihar, Near Mahavir Chowk, Opp.HMV College, Jalandhar has allotted to the allottee Dwelling Unit No._____ **TYPE-A / TYPE-B** with Basement / Stilts / Open Parking No. _____ and Addl Open Parking No_____ hereinafter referred to as the said dwelling unit, subject to the rules, regulations, orders made and instructions issued by the Board from time to time.

AND WHEREAS the allottee has paid the tentative cost of the said dwelling unit totaling to **Rs.** _____ (**Rupees** _____ only). The allottee has also paid a sum of **Rs.30,000/- (Rupees Thirty Thousand)**, as Long Term Maintenance Fund, (society charges) the receipt whereof the Board hereby acknowledges.

AND WHEREAS the allottee has drawn a loan to partly finance the said dwelling unit from _____ & _____ (Bank) and for which Board has issued NOC and/or entered into Tripartite Agreement between the allottee, the Board and the said party / parties for mortgage of the said dwelling unit.

Asst. Manager (Admin)
AFNHB

Signature of allottee

Name : _____

Rank : _____

Service No. : _____

AND WHEREAS at his / her own request, the Allottee has now been delivered physical possession of the said dwelling unit with all the fittings and fixtures as per the inventory signed by the allottee, after execution and registration of a Sale Deed between the Allottee and the Board, which fact the Allottee hereby expressly acknowledges.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

a) The allottee agrees that the cost of the said dwelling unit at Jal Vayu Vihar, Near Mahavir Chowk, Opp.HMV college, Jalandhar allotted to him / her by the Board as on date is tentative and the final cost is to be worked out by the Costing Committee comprising members from Air / Naval HQs. In case the expenditure on the project exceeds the collection on the basis of tentative cost recovered from allottees, additional amount may be called even before the final Costing Committee is formed.

In the event of final costing being more than the amount paid by him / her, he / she undertake to pay the additional amount, as and when called for by the Board. The Allottee also agrees and undertakes to pay within specified time, future liabilities occurring due to various other reasons e.g. expenses incurred on litigation, payment of compensation for increase in the cost of land due to orders or otherwise etc. to satisfy the claim, if any, pursuant to an award in favour of the contractor. In case of delay in such payment allottee shall be liable to pay interest of the rate of 13% per annum in addition to any other action the Board may contemplate.

b) The allottee shall abide by all the conditions that are imposed by Development Authority / Local Authority to Board and subject to which only, the Board has transferred its rights to the allottees and he / she shall be bound to observe all the rules, stipulation terms and conditions made applicable to the Board, in respect of the allotment or use of the land/bye laws by Development Authority or any other authorities in this behalf and shall not do or permit anything to be done, in contravention of the said covenants etc.

c) The Allottee will execute the conveyance deed and have the same registered the same prior to taking over physical possession of his / her dwelling units. Joint Registration of the dwelling unit is permitted only as per the rules no.0504 of AFNHB Master Brochure, however, NOC from the loaning agency will be required if loan is on single name. All expenses for executing the Conveyance Deed/Sale Deed including cost of stamp paper of requisite value etc will be borne by the allottee. The AFNHB soon after execution of conveyance deed will hand over the physical possession of the dwelling units after inventory is checked.

Asst. Manager (Admin)

AFNHB

Signature of allottee

Name : _____

Rank : _____

Service No. : _____

- d) The said flat will not be used for any purpose other than residential by the Allottee, his / her family, tenant or anyone else through him / her.
- e) That the parking space allotted to allottee shall be used for the purpose of keeping a vehicle only. He / She shall not use it / these for any commercial / professional purpose or as a go down.
- f) The allottee shall not make, erect or cause, suffer to be made any addition or alterations which-so-ever to the said dwelling unit, Open Areas or the Parking space without prior written permission of the Board, Society and Local Development Authority as per bye-laws and in any event such additions or alterations shall be at his / her own cost and expense and on such terms and conditions as may be laid down by the Board. He / She shall keep and maintain the said Dwelling unit and parking space neat, tidy, wind & water tight, in all seasons and in good and substantial repairs, reasonable wear and tear and damage by fire or storm excepted.
- g) The allottees shall not sell, mortgage, exchange, or otherwise alienate or dispose off the whole or any part of the said dwelling unit without prior permission of the Board and to which the Board or Society shall be entitled to refuse in their absolute discretion, and on such terms and conditions as are laid down by the Board. He / She fully understands that in the event of any transfer being made without obtaining the said previous consent, such transfer shall not be recognized by the Board and in that event and also in the event of any other breach of the covenant on his / her part, it shall be permitted to Board to re-enter the dwelling unit and parking space and to take possession of the same on such terms as have been laid down by the Board in this behalf, from time to time.
- h) The allottee shall ensure repayment of loans and interest to the loaning agencies regularly and will not make any default in that respect.
- j) After payment of all dues by the Allottee, ownership of the dwelling unit, parking space together with the land appurtenant thereto shall vest in the allottees and the rest of the land comprising of common land / areas / property / assets shall vest with the Board. He/She will not have any exclusive right to their use.
- k) The passages, Terraces and other common conveniences will be utilized by the allottee along with other allottees in the said Jal Vayu Vihar, and he / she will not have any exclusive right to their use.
- l) The allottees shall become a member of the Jal Vayu Vihar Towers Owners Welfare Society Jalandhar and pay all charges fixed by the said organization from time to time and abide by the rules, regulations made and instructions issued by the said organization.

Asst. Manager (Admin)

AFNHB

Signature of allottee

Name : _____

Rank : _____

Service No. : _____

m) The allottee will pay and discharge all rates, ground rent, taxes, charges and assignment of every description which is now or may at anytime hereafter be imposed or assessed on the said dwelling unit / Parking space by the Central Government /State Government or Development Authority or any Local Authority.

n) The allottee shall permit any of the agents or representatives of the Board and those of the said society / Developing Authority at all reasonable hours to enter into the dwelling unit, and parking space to inspect the condition of the premises and shall not perform any act against the interest of the Board or the Society as applicable.

I. It is further agreed by and between the parties that these presents are executed on the express condition that if and whenever the ground rent or any part thereof the said loan and interest or any part thereof is in arrears and remains unpaid for the space of one calendar month or if there shall be a breach or non-observance of any of the covenants herein before contained then, and in any such case notwithstanding the waiver of any previous clause or right of re-entry, the Board may re-enter the said dwelling unit / parking space and expel the allottee and all occupiers of the same thereof and this agreement shall forfeit all rights title and interest except payment by the Board to the allottee of reasonable compensation for the said dwelling unit and parking space as decided by the Board but not exceeding the cost the allottee had paid to it.

II. **AND** it is hereby further agreed by and between the parties that:

i. Any notice to be served hereunder shall be deemed to have been sufficiently served on the allottees if the notice under the signature of the General Manager(Admin) / Addl. General Manager / Asst Manager(Adm) of the Board, is left on the said dwelling unit, and parking space.

Asst. Manager(Admin)

AFNHB

Signature of allottee

Name : _____

Rank : _____

Service No. : _____

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- ii. All costs, expenses, incidental to the execution of this agreement shall be borne and paid by the allottee. AND, it is further agreed, accepted and understood that all matters of disputes will be referred to the Chairman through DG, AFNHB who shall appoint an arbitrator to adjudicate the dispute (s) and notwithstanding the location of the dwelling unit(s). Only court(s) at Delhi shall be the appropriate court(s) of jurisdiction to decide / adjudicate the claims / actions of the parties herein against each other if the same is not resolved by the Chairman / DG, AFNHB in Arbitration.

IN WITNESS WHERE OF the parties hereto these presents:

Asst. Manager (Admin), Air Force Naval Housing Board, for and on behalf of and under the authority of the Board in this behalf and _____ **(Name of allottee)** the said allottee have signed this Agreement hereunder on the date and the year aforementioned.

WITNESS :-

ALLOTTEE'S

SIGNATURE

1.

2.

**Asst. Manager (Admin)
For and behalf of AFNHB**