

THE FOLLOWING DOCUMENTS AT THE TIME OF COLLECTION OF POSSESSION LETTER:-

- (a) A Photocopy of **PAN CARD (mandatory)** / Identity Card / any other documents, establishing identity.
- (b) One **Rs.10/-** (Rupees Ten) **Blank Non-Judicial Stamp Paper** for execution of agreement with Clearance and Possession letter.
- (c) Agreement in two copies (please do not fill the finance part at Page 02 Para 05)
- (d) Special Power of Attorney on **Rs.50/-** Stamp Paper as per Appendix 'B' (if allottee unable to come personally).
- (e) Fresh Affidavit on **Rs.10/-** Stamp Paper as per format at Appendix 'D' (**if not submitted at the time of allotment**).
- (f) Undertaking on **Rs.50/-** Stamp Paper as per format at Appendix 'E' (**mandatory**)
- (g) Photocopy of Pension Payment Order (if retired).

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

SPECIAL POWER OF ATTORNEY

Be it known to all that I, _____ s/o / w/o / d/o Shri _____ R/o _____, do hereby appoint or nominate or constitute Mr / Mrs / Ms _____ S/o or w/o or d/o Shri _____ R/o _____ as my true and lawful attorney.

WHEREAS I am an allottee of Air Force Naval Housing Board for Type ____ Flat No. _____ in _____ scheme vide Regn No. _____ And due to exigencies of the service I will not be able to be present in _____ at the time of taking over possession of the above mentioned Flat. Therefore, I hereby appoint and empower my aforesaid Attorney to do the following acts, deeds and things in my name, and on my behalf i.e. to say: -

- (a) To present me before the Air Force Naval Housing Board and other concerned Departments in regard to allocation of Flat and to enter all sorts of correspondence, if any, on my behalf.
- (b) To take possession of the Flat No. _____ in _____ on my behalf.
- (c) To pay dues to the AFNHB and collect any document receipts etc. pertaining to the house on my behalf.
- (d) To apply for the Electricity and Water connection to the appropriate authorities for my house and deposit the dues for this purpose, if any.
- (e) I hereby ratify and confirm that all the above acts, deeds and things done by me and said Attorney shall be treated as acts and things done by me personally.

IN WITNESS WHEREOF I have executed this Power of Attorney at _____ on this _____ day of _____ 20__ in the presence of _____.

Signature of Power of Attorney Holder

EXECUTANT

WITNESSES:

1.

2.

(On Rs. 10/- Non-Judicial Stamp paper or such amount as applicable in the state where the individual is executing this document duly attested by Notary)

AFFIDAVIT

Affidavit of _____ S/o / W/o / D/o _____ aged about _____ years
R/o _____ Deponent.

I, the Deponent above named do hereby solemnly affirm and declare as under: -

1. That I / my spouse / dependent children / dependent family members have previously been a registrant / allottee (strike out whichever is in applicable) of Self Financed Housing Scheme sponsored by the Air Force Naval Housing Board Scheme at _____ vide Regn No. _____ for a dwelling unit. I am now applying for another Dwelling Unit of AFNHB Scheme at _____ - vide Regn No. _____.

OR

That neither I nor my spouse nor any of my dependent children or dependent family members during the period of my registration in the said Scheme has been a member of any housing scheme in _____ area.

2. That neither I nor my spouse or any of my dependent children or dependent family members during the period of my registration in the Scheme has owned either in full or in part, on lease hold or free hold basis any plot of land or a house or a Flat or a Dwelling Unit within _____ area.

3. That neither I nor my spouse is a member of Hindu Undivided family which owns either in full or in part on lease hold or free hold basis, any plot of land or a house or a flat or a Dwelling Unit in _____ area. (Area if AFNHB scheme)

4. That I will inform the Board within one month if any plot of land or a house or a Flat or a Dwelling Unit is acquired by me or my spouse or any dependent children or dependent family members within _____ area prior to taking possession of Dwelling Unit.

5. That I will abide by all rules, orders and instructions issued by the Board from time to time and execute such deeds or documents required by the Board with regard to the allotment or non-allotment of flat to me.

DEPONENT

Verification

I, the above said _____ do hereby solemnly affirm and declare that content of any Affidavit are correct and true to the best of my knowledge and belief and nothing has been concealed or suppressed therefrom.

Verified at _____ on this _____ day of _____

DEPONENT

UNDERTAKING

I _____ S/o _____ Resident
of _____.

Do hereby inform you that I am an allottee of Flat No. _____, Parking No. _____,
Additional Parking No. _____ vide Regn No. _____ in _____ project.

I hereby inform that I have not taken any loan from any financial institution / bank to finance the above
mentioned flat

OR

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

(delete whichever not applicable)

Signature

Witnesses:

1. _____
(Signatures, Name and Address)

2. _____
(Signatures, Name and Address)

THIS AGREEMENT of allotment is made on this _____ day of _____ (month) and 2020/2021 (year) Two Thousand Twenty/Twenty one 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 10 Acres situated in Village Boitawala, Benad Road, Jaipur Rajasthan which it has developed for the purpose of residential dwelling unit and parking space for the allottees of the Self Financed Group Housing Scheme at 'No Profit No Loss' basis promoted by the Board on the terms and conditions of the allotment letter. The AFNHB has constructed 282 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 Towers, Jaipur Phase II.

AND WHEREAS the Board after construction of the dwelling units in the said Jal Vayu Towers, Jaipur Ph-II allotted to the allottee Dwelling Unit No. _____ TYPE-A / TYPE-B with Stilt/Basement/Open Parking No. _____ & Addl. Basement/ Addl. Open Car Parking No. _____ hereinafter referred to as the said dwelling unit, subject to the rules & regulations of the Board issued from time to time.

AND WHEREAS the allottee has paid the called amount of the said dwelling unit totaling to Rs _____ (Rupees) _____ only).

The allottee has also paid a sum of Rs.30, 000/- (Rupees Thirty Thousand only), as Long Term Maintenance Fund, (society charges) the receipt whereof the Board hereby acknowledges.

Asst. Manager(Admin)

AFNHB

Signature of allottee

Name :

Rank : _____

Service No. : _____

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.

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

(a) Both the parties agree that the cost of the said dwelling unit at Jal Vayu Towers, JAIPUR PHASE II allotted to him / her by the Board as on date is tentative / Pre-final and is subject to minor change. The final cost is to be worked out by the Costing Committee comprising members from Air / Naval HQs and representatives of the allottees as nominated by the Association of the Apartment Owners.

In the event of final costing being more than the amount paid by the allottee, he / she undertake to pay the additional amount, as and when called for by the Board. On the other hand, if final costing is less than the amount paid by the allottees the Board undertakes to refund the extra amount to the Allottee. The Allottee also agrees and undertakes to pay within specified time, future liabilities occurring due to various other reasons e.g. payment/ statutory dues 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 and expenses incurred on litigation.

(b) The allottee shall abide by all the conditions that are imposed by Jaipur Phase II 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 of 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 / Sale Deed and have the same registered. 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 allottees to ensure submission of Conveyance Deed / Sub Lease Deed with loaning agency, in case of loan availed.

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 purpose 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 godown.

(f) The allottee shall not make, erect or cause, suffer to be made any addition or alterations whatsoever 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. The allottee 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 the Association and to which the Board or Association shall be entitled to refuse such permission for reasons to be intimated in writing to allottee within a period of 30 days from the date of receipt of such request for such permission. He / She fully understand that in the event of any transfer being made without obtaining the said previous consent, such transfer shall not be recognized by the Board / Association. The control of the Board will cease on this aspect, once the complete project has been completed, its liability period is over and all common user assets of the project have been taken over by the Association of the Apartment Owners.

(h) The allottee shall ensure repayment of loans and interest to the loaning agencies regularly and will not make any default in that respect. Since the Board is not a Guarantor in whatsoever terms entered in between allottee and the loaning agencies.

(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 along with undivided share in common portions, passages and common facilities etc. However, he/she will not have any exclusive right to use of common areas or facilities.

(k) The common passages, terraces/ roofs and other common conveniences will be utilized by the allottee along with other allottees in the said Jal Vayu Towers, and the allottee will not have any exclusive right to their use. No construction will be permitted in additional area if allotted to any allottee.

Asst. Manager(Admin)

AFNHB

Signature of allottee

Name :

Rank : _____

Service No. : _____

(l) The allottees shall become a member of the Jal Vayu Towers Owners Welfare Society/ Association, JAIPUR PHASE II (herein referred as Association / Society) and pay all charges fixed by the said Society/ Association from time to time and abide by the rules, regulations made and instructions issued by the said Society/ Association.

(m) The allottee will pay and discharge all rates, lease 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, with prior intimation, 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 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 dispatched by Speed Post to correspondence address of the Allottee held on records of the Board and a scanned copy of the same has also been sent on the Allottee's registered E-mail address with the Board / Association. It is responsibility of each Allottee to ensure that up to date, mobile number and email address is provided to the Board and the Association.
- II. AND it is hereby further agreed by and between the parties that all costs, expenses, incidental to the execution of this agreement shall be borne and paid by the allottee.
- III. 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

CERTIFICATE OF POSSESSION
JAL VAYU TOWERS, JAIPUR PHASE-II

Certified that I _____ (Service No.) _____

(Name of Allottee / Power of Attorney Holder)

has taken over possession of Dwelling Unit no _____ and Open / Stilt
Car Parking No. _____ and Addl Open Parking No. _____ in **Jal Vayu
Towers Jaipur Phase-II** on behalf of _____

(Name of Allottee)

on date _____ day _____ at _____.

*After checking the inventory I have found that all fixtures and fitting etc., are complete
and in working condition. I undertake to abide by all the terms and conditions of
allotment of AFNHB contained in the Master Brochure and Agreement of Allotment.*

(Signature of the person handing over)
Taking Possession)

Project Director

Date :

(Signature of the Person

Date :

1. *Project Director (One Copy)*
2. *Asst Manager Admin (One Copy)*
3. *Allottee (One Copy)*