

THIS AGREEMENT of allotment is made on this \_\_\_\_\_ day of \_\_\_\_\_ (month) and 2018/2019 (year) Two Thousand eighteen/nineteen 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 9.982 Acres situated in Jal Vayu Towers, Sector 4B, Shatabdi Nagar, Meerut, Uttar Pradesh 250103 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 545 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, MEERUT.

AND WHEREAS the Board after construction of the dwelling units in the said Jal Vayu Towers, MEERUT allotted to the allottee Dwelling Unit No. \_\_\_\_\_ TYPE-A / TYPE-B with Stilt/Podium/Open Parking No. \_\_\_\_\_ & Addl. Open/Stilt 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, MEERUT 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 Meerut 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 / Sale 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 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 / 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 alongwith 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, MEERUT (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