

AIR FORCE NAVAL HOUSING BOARD

# MASTER BROCHURE

JANUARY 2012



**Building Quality  
Building Trust**





**MASTER BROCHURE**  
**(January 2012)**

**AIR FORCE NAVAL HOUSING BOARD**

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# **AFNHB**

## ***AIMS AND GUIDING PRINCIPLES***

**Our Motto** - **Allottees' Satisfaction**

**Our Aim** - **To provide affordable  
HOMES for our allottees.**

**Our Guiding Principles** - **HOMES**

**H HONESTY AND INTEGRITY**

**O OPENNESS AND TRANSPARENCY**

**M MODERN AND PROGRESSIVE**

**E ECONOMICAL AND COST EFFECTIVE**

**S ON SCHEDULE AND COMMITTED**



## **FOREWORD**



1. The Air Force Naval Housing Board (AFNHB) was established on 16 Nov. 1979, as a welfare housing society. The Board works on 'No Profit No Loss' basis and aims at providing affordable dwelling units to Air Force & Naval personnel.
2. The Board has completed 42 projects / schemes all over the country till date which have been well received by the approx. 15,000 allottees. All AFNHB Schemes are well managed by the respective Residents Societies and provide a congenial service environment. There are currently 10 ongoing schemes and many new ones on the anvil.
3. It is the endeavour of the Board to continuously improve the specifications and adopt new technologies as per modern trends. The current policy of the Board is to only acquire Govt. land at subsidised cost for its projects to keep the cost of DU in affordable range. The aim, is to construct the maximum number of Dwelling Unit as permitted by the rules & bye laws so as to benefit the maximum number of aspirants.
4. This Master Brochure lays down the general rules & regulations that govern self financing housing schemes launched by AFNHB. These rules are to be read in conjunction with the provisions in the allotment letter for each specific scheme.

(R Gaikwad)  
Rear Admiral  
Director General

January 2012

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# CHAPTER I

## GENERAL

### Introduction

0101. AFNHB is a registered body under the Societies Registration Act XXI of 1860. The Headquarters of the Board is located at Air Force Station, Race Course, New Delhi. The Management and the affairs of the Board are entrusted to the Director General and governed by the 'Board of Management' (BOM), comprising ex officio members from the Indian Air Force & Indian Navy.

0102. All registrants (original allottees / subsequent owners) of AFNHB schemes would be governed by the rules and regulations in this brochure and directives issued by the Board from time to time.

### Definitions

0103. For the purpose of these rules, notwithstanding anything else contained in any Act, Rules, Regulations or Byelaws, the under mentioned words/phrases will have the meaning as mentioned against them.

- |     |                               |   |
|-----|-------------------------------|---|
| (a) | Allottee                      | A Registrant who has been allotted a Dwelling Unit or Plot/ Farm Unit in any AFNHB scheme against an Allotment Letter.  |
| (b) | Subsequent Owner              | A person who is not an original allottee but becomes a member of a AFNHB scheme after purchasing / transfer of dwelling unit from the original allottee.  |
| (c) | Areas                         |   |
|     | (i) Carpet                    | Actual livable area within the walls inside the Dwelling Unit.  |
|     | (ii) Common                   | Proportionate share of passage, corridor, lift well, staircase etc within a block; and other common covered area such as community center, guard room, common assets etc.   |
|     | (iii) Covered                 | Carpet Area plus wall area, balconies, verandah and cupboard areas.   |
|     | (iv) Super                    | Covered Area plus proportionate share of common areas like passage, corridor, shaft, staircases, community center, common assets etc.   |
|     | (v) Wall                      | Actual area covered by the walls.   |
| (d) | Authority                     | Civil Administration who is responsible for authorizing and approving the AFNHB Housing scheme.   |
| (e) | Board                         | Air Force Naval Housing Board (AFNHB).  |
| (f) | Dwelling Unit (DU)            | A Flat or any other type of house constructed in single, double or multi-storey configuration by the Board under any of its schemes.  |
| (g) | Date of Payment               | The fourth working day from the date the payment cheque /DD is received at the HQ AFNHB, New Delhi or the date on which the amount has been realised in the AFNHB's Bank Account, whichever is earlier.               |
| (h) | Date of Receipt/ Dispatch     | Stamped date of AFNHB HQ Registry (IN/OUT).   |
| (i) | Demand Survey                 | A survey undertaken to assess the viability of a proposed scheme.   |
| (j) | Demand Survey Applicant (DSA) | A person who desires a Dwelling Unit in the city/location for which a Demand Survey has been carried out.   |
| (k) | Establishment Charges         | Expenditure on maintenance and functioning charges of the AFNHB HQs and Project offices.  |
| (l) | Equalization Charges          | Charges levied on those joining a scheme late and for delayed payment of an installment; so as to bring them at par with the original allottee and those who have paid installment on schedule.                       |
| (m) | Joint Registrant              | The spouse or blood relation i.e. daughter, son or parents of a Registrant or Allottee, Any other close relation could also be conjoined as a Registrant by the Registrant / Allottee at the discretion of the Board. |
| (n) | LTMF                          | Long Term Maintenance Fund.   |
| (p) | Member                        | Member of the Board of Management (BOM) of AFNHB  |
| (q) | Nominee                       | A person so nominated by the Registrant/Allottee who on the demise of the Registrant/Allottee and the Joint Registrant/Allottee if any, shall   |

- |                      |   |
|----------------------|---|
|                      | take over all rights and liabilities of the deceased Registrant/Allottee and Joint Registrant/Allottee.   |
| (r) Over-Subscribed  | A scheme having more Registrants than subscribed number of Dwelling Units planned resulting in wait list. |
| (s) Under-Subscribed | A scheme with lesser registrants than subscribed number of Dwelling Units planned.                        |
| (t) Registrant       | A person registered in a scheme launched by AFNHB and allotted a registration number.                     |
| (u) Saving Bank      | The saving bank rate of interest promulgated by Interest RBI for nationalized banks.                      |
| (v) Scheme           | Any Self Financed Housing Scheme (SFHS) announced by AFNHB.   |

## **CHAPTER II**

### **SCHEMES**

#### **Housing Schemes**

0201. The Board announces housing schemes from time to time at locations where land is being either acquired or has already been acquired. Such schemes follow one or a combination of the following concepts:

- (a) Group Housing
- (b) Row Housing
- (c) Multistorey Flats
- (d) Single Units
- (e) Developed Plots

#### **Promulgation**

0202. Schemes are promulgated through 'K' Broadcast in the Air Force, IG Messages in the Navy and through the AFNHB website: [www.afnhb.org](http://www.afnhb.org).

#### **Types of Dwelling Units**

0203. The Board generally constructs two categories of DUs viz. Category A and Category B for Commissioned Officers and Personnel Below Officer Rank (PBOR) respectively. Further, each category may in turn have different types of DUs. Details of the different types of DUs planned, in a particular scheme, are promulgated when the scheme is launched for registration. PBOR, including Honorary Ranks, are not eligible to apply for Officers' category of DUs and vice versa, unless the scheme is diluted as per para 0303.

0204. Parking space, terrace, lawns and any other area allotted to a allottee, in addition to a DU, shall form an integral part of the DU.

#### **Parking**

0205. All schemes shall, as far as possible, cater for adequate covered/open car parking. The number of parking spaces would depend upon the availability of land and the rules of the local Authority. The area of the parking may differ and allottees shall be charged accordingly. Additional parking spaces, if available, would be offered to Allottees at additional cost. In schemes that have been diluted, the allotment of covered/open parking shall be first offered to the allottees, as per the eligibility listed at para 0302. Additional parking, if available, would be subsequently offered to other allottees.

#### **Changes to a Scheme / Delay in Completion of Project**

0206. No interest / compensation shall be paid to an allottee for the delay in completion of a project or change in the handing over schedule of the Dwelling Units. While every effort will be made by the Board to ensure timely completion of the Projects, delays cannot be ruled out. AFNHB shall not be liable on

account of any such delay in the completion of a project. It needs to be borne in mind that AFNHB renders services to its allottees / registrants on a 'No Profit No Loss' basis.

## **CHAPTER III**

### **ELIGIBILITY**

#### **General**

0301. Rules of eligibility framed by State Govts, Housing Boards, Development Authorities, Improvement Trusts or similar bodies entrusted with the work of development of land for housing or for construction of houses in a station by whatever description these may be known, would be over-riding.

#### **Eligibility**

0302. The following shall be eligible to register for an AFNHB scheme in the order of priority and sub-priority as given below:-

##### **Priority-I.**

- (a) Widows of Air Force and Naval personnel who die in action.
- (b) Widows of Air Force and Naval personnel who die in harness.

##### **Priority-II.**

- (a) Serving and re-employed Permanent Commissioned Officers, Airmen and Sailors of Air Force and Navy who have no prior allotment in any AFNHB schemes.
- (b) Serving Short Service Commissioned officers of the Air Force and Navy, who have no prior allotment in any AFNHB schemes.

##### **Priority-III**

- (a) Widows of retired Air Force and Naval personnel who are in receipt of Family pension and have no prior allotment in any AFNHB Scheme.
- (b) Retired Air Force and Naval Officers, Airmen & Sailors who are in receipt of Pension or Disability Pension and have no prior allotment in AFNHB Scheme.

##### **Priority-IV**

- (a) Serving Air Force & Naval personnel and their widows who are allottees of an AFNHB Scheme.
- (b) Retired Air Force & Naval personnel and their widows in receipt of pension / family pension who are allottees or registrants of an AFNHB Scheme.
- (c) AFNHB staff who have completed 10 years of continuous service in AFNHB and who have not been allotted any DU in any AFNHB scheme; restricted to one DU in their entire service career.

#### **Notes:**

- (i) *Wait-listed registrants of an ongoing scheme in a station will get priority for allotment of a DU in a subsequent scheme, if any, in the same station, provided they have no prior allotment in any AFNHB scheme and have not been refunded their registration money.*
- (ii) *Widows of Air Force and Naval personnel who die in action or harness can register even after the scheme is closed or fully subscribed and shall take precedence over all other*



*wait-listed registrants, under all categories. As regards their inter-se-seniority, the rule of First Come First Served shall apply. Widows who are re-married will not be eligible to apply.*

*(iii) Serving/retired Medical and Dental officers are eligible under relevant priority only if contributing to or have contributed to AFGIS or NGIF for a minimum period of ten years; provided they have not applied for or are in possession of a DU through Army Welfare Housing Organisation (AWHO).*

*(iv) Where both husband and wife are eligible to apply, only one of them shall be eligible for registration under any particular scheme.*

*(v) Priority as laid down at Para 0302 shall continue to be applicable in the allotments of DU to wait listed personnel, whenever vacancy arises.*

*(vi) Special Project status can be accorded by the Board for schemes such as Holiday Homes, Old Age Homes, Farm Units and schemes in Hill Station, if undertaken by the Board. Such criteria will be notified whilst promulgating/ launching such schemes from time to time.*

*(vii) Allottees of AFNHB schemes will be accorded priority under priority IV based on the number of DUs allotted in earlier AFNHB schemes. For e.g. an applicant holding one unit will have priority over the other allotted two units in earlier AFNHB scheme and so on.*

*(viii) Registrants / allottee should fulfill all eligibility conditions at the time of applying.*

### **Dilution of Eligibility**

0303. If a scheme remains under-subscribed even after six months of commencement of construction, the scheme may be opened for registration to others at the discretion of the Board of Management (BOM), such as

- (a) Retired non pensioners of Air Force and Navy including SSC officers.
- (b) Serving and retired personal of Army, DSC, Coast Guard and other Para-military forces.

**Note:-** (i) In diluted scheme, as and when any person eligible under para 0302 applies, he/she shall take precedence in the allocation of DU as against all other category of applicants.

(ii) Restrictions on sale of DU and all other rules applicable to the allottees at para 0302 above shall also be applicable to such allottees.

### **Ineligibility**

0304. The following personnel of the Air Force and Navy are not eligible to become Registrants or Allottees of a Scheme:-

- (a) All Air Force and Naval personnel cashiered / dismissed / removed / compulsorily retired / or discharged from service on disciplinary grounds regardless of whether in receipt of pension or not.
- (b) Officers, Airmen and Sailors owning a DU in his/her name or in the name or names of his/her spouse or dependents in the station where the Board is building the Dwelling Units unless authorized by the Authority.
- (c) An Allottee whose allotment in any scheme was cancelled by the Board.

## CHAPTER IV

### REGISTRATION

#### Conduct of Demand Survey

0401. AFNHB will conduct a demand survey prior to launching a new scheme on private land. The demand survey will be conducted priority-wise for a particular location, by providing tentative cost and area of the DU. The primary aim of the survey is to assess the number of personnel desirous of acquiring a DU at the location and hence, the viability of the proposed Scheme. This Demand Survey is undertaken through IG, K Broadcast, and AFNHB Website: [www.afnhb.org](http://www.afnhb.org). Personnel desirous of opting for the Scheme are required to apply on plain paper giving relevant service particulars, address, telephone/mobile number, email address and bank account particulars etc. The applicant shall indicate clearly whether he/she has in the past been allotted a DU, if the demand survey is also opened to Priority IV. It is the responsibility of the applicant to intimate the Board of changes in any of the details furnished. The amount indicated below shall be sent in the form of Demand Draft along with the response to the Demand Survey.

(i) 5% of the anticipated cost of DU will be charged from the allottees towards Demand Survey. Demand Survey Applicant (DSA) would be considered for preferential allotment within their priorities. For those DSA who fail to get allotment due to over subscription, the money will be refunded by the Board with saving bank interest rate. 10% of the Demand Survey money will be forfeited if the withdrawal is before allotment of DU. If the allottee withdraws from the scheme after the allotment of DU, the 50% of the Demand Survey money will be forfeited. The said forfeiture of money will be in addition to the amount deducted towards the cancellation charges and non-refundable administrative fee as described in Para 0702.

(ii) It has been decided by the Board of Management that the Demand Survey for private land will be restricted to a particular scheme at a station. The exact location, tentative cost and area of the DU will be provided for the Demand Survey.

#### Registration

0402. Once reasonable demand for a housing scheme in a particular station has been established, the scheme is launched. DSA within their priority would be given preference for allotment and the scheme will be open to others only after all DSA registered in the scheme have been offered a DU. For those DSA who fail to get allotment due to over subscription, the money will be refunded by the Board with saving bank interest rate. An 'IG' and 'K' Broadcast will accordingly be issued.

#### Registration of Demand Survey Applicants

0403 Demand Survey Applicants (DSA) registering in the scheme, are to submit the application form placed at **Appendix 'A'** which can be down loaded from the AFNHB website [www.afnhb.org](http://www.afnhb.org). The form duly completed is to be forwarded to the Director (Administration) AFNHB Race Course, New Delhi-110003, alongwith a Demand Draft payable to AFNHB at New Delhi as indicated below. Incomplete application shall be rejected and shall not be considered for registration. In such cases the applicant shall be informed accordingly and the application returned alongwith the registration fee. All information as demanded in the Application Form are to be provided. Amending the language in the Application Form shall result in rejection of the application. Further, it is the responsibility of the applicant to intimate the Board if there is a change in any of the details in the form.

(a) **Officers:** Rs.90,000/-. This is in addition to the amount already paid as Demand Survey Deposit vide para 0401.

(b) **Sailors/Airmen.** Rs.45,000/-. This is in addition to the amount already paid as Demand Survey Deposit vide para 0401.

0404. **Fresh Registrants** Personnel who did not apply in Demand Survey (if conducted) but are subsequently joining the scheme on its launch have to pay Demand Survey amount in accordance with Para 0401 (5 % of the cost of the DU) besides registration fee mentioned below. They are required to submit the application form placed at **Appendix 'A'** along with the following amount:-

(a) **Officers.** A sum of Rs 1,01,000/- & 5% cost of the DU (if Demand Survey has been conducted) including Rs 1000/- being non-refundable and non-adjustable Administrative Fee.

(b) **Sailors/Airmen.** A sum of Rs 51,000/- & 5% cost of the DU (if Demand Survey has been conducted) including Rs 1000/- being non-refundable and non-adjustable Administrative Fee.

### **Change Over from One Scheme to Another**

0405. Subject to the provision of this Para, allottees are permitted to change over from one scheme to another, only once prior to collection of possession letter. However, Cancellation charges shall be deducted as per **paras 0702 & 0703**. In case, there is a waiting list in the scheme, the transferee shall take his/her turn at the end of the waiting list. Registrants seeking transfer from the waiting list of any scheme shall not be levied cancellation charges. Changeover is however not the right of the registrant. Changeover from an under subscribed scheme to fully subscribed scheme shall not be permitted. However, change from an under subscribed scheme to another under subscribed scheme shall be permitted at the discretion of the Board. Equalisation charges as per **para 0608** would be applicable in this case. Besides, in all cases Administrative Charges shall be deducted.

### **Transfer from One Category of Dwelling Unit to Another**

0406. In normal circumstances, a registrant shall be permitted to seek change from one type to another within the same category. An allottee would be allowed to continue as confirmed allottee in one type whilst simultaneously remain on the waiting list of other type in a particular scheme. Registrants seeking change to higher type of DU shall pay Equalisation Charges on the differential amounts from the date(s) the installment(s) had become due to be paid by the original registrants. Only differential cost will be adjusted for those allottees who seek transfer to a lower type. The allottee shall not be given benefit of any Equalisation Charges/Delayed Payment charges paid till that time.

### **Incomplete Forms / Appendices**

0407. Incomplete Forms / Appendices are liable to be rejected. Allottee / registrants who provide incomplete or wrong information while filling up the forms / furnishing any other document shall be liable for rejection / cancellation of the allotment / registration at any stage, whatsoever. He will also be liable to criminal / disciplinary proceedings in case of any such default.

## **CHAPTER V**

### **ALLOTMENT**

#### **Method of Allotment**

0501. In case the number of applicants exceeds the number of DUs planned, the allotment shall be done by a draw of lots on the basis of priority / sub-priority given at Para 0302. In addition, a waitlist of a minimum of 10% of the planned DUs in each type of dwelling unit, as per draw shall be maintained. If waitlisted applicants, continue paying installments of the scheme on due date and are subsequently allotted a DU, they shall be treated at Par with original allottees and shall not be charged Equalisation Charges, applicable to the new entrants. However, if they are not allotted a DU, the amount paid by the waitlisted applicants shall be refunded with simple interest at the prevailing savings Bank interest rate.

#### **Allotment Letter**

0502. After the allotment of Dwelling Units in a Scheme has been finalized the Board shall issue allotment letter and dispatch them to the recorded address of the allottee by Registered Post / Speed Post /

Courier. The Allotment Letter will not indicate details of Flat / Block numbers. The allotment of specific DU shall be decided by draw of lots at a later date to issue of possession letter. Allotment Letters shall indicate tentative basic cost of the DU alongwith payment schedule and other important Terms and Conditions. The registrants shall acknowledge the receipt of Allotment Letter in the prescribed format supplied with allotment letter within 45 days from the date of issue, after which it shall be deemed to have been received and accepted by the allottee.

0503. No additional '*ink-signed copy*' of the Allotment Letter and Possession Letter shall be issued by AFNHB. In case of loss of the original Allotment/Possession letter, a '*Certified True Copy*' will be issued on submission of the original FIR from the Police, depending upon the circumstances of the case.

### Joint Registration

0504. Registrant of a scheme may nominate the spouse, or son / daughter or parent or any other close relation at the discretion of the Board as Joint Registrants. A maximum of two such Joint Registrants can be nominated. This provision has been made to widen the scope of housing loan but the Board will interact only with the original allottee.

### Nomination

0505. The Registrant/Allottee may nominate a person as his nominee in Para 10 of the application form placed at **Appendix A** and affidavit at **Appendix B**. The person so nominated shall on the demise of the Registrant / Allottee and Joint Registrant / Allottee, if any, take over all rights and liabilities of the deceased Registrant / Allottee and Joint Registrant / Allottee (if any).

### Allotment of Specific Dwelling Units

0506. Specific DUs would be allotted to those who have paid the required installments and cleared all dues. Allotment of specific DU shall be made by draw of lots by an Allotment Committee comprising Naval and Air Force officers who are not Registrants or Allottees of the Scheme and the staff of AFNHB. The date of draw of DU shall be announced at least a month in advance and all allottees are welcome to witness the same. *The Board shall not entertain any request for a change of DU allotted through the draw of lots.* Request for preferential allotment of a specific DU shall be entertained only in exceptional cases on medical grounds and would need to be approved by the Board of Management (BOM). In case of controversy, decision of the DG, AFNHB shall be final.

### Mutual Exchange of Units

0507. Mutual exchange of DUs or parking spaces would be permitted within the Scheme on application from the concerned allottees (**Appendix F**). It may be noted that mutual exchange would only be possible prior taking over the physical possession of the DU and parking space. Mutual exchange after possession may be permitted on merit. Such transfer would, however, be subject to the rules regarding Transfer / Sale of DUs at Chapter VIII and entail payment of relevant fees, including AFNHB Transfer of DU Charges.

0508. At the time of applying for mutual exchange, both Allottees should have cleared all dues for original allotted DU with interest on delayed payment, if any. Any allottee desiring change to a higher category shall not be charged interest on differential amount nor the Board shall pay any interest to the one opting for a lower category. The exchange will be entirely an arrangement between the two consenting allottees.

### Handing Over

0509. The DUs shall be offered on "as-is-where-is" basis. An Allottee shall be handed over the physical possession of his DU only after the allottee completes the following:

- (a) Paid all dues as intimated by the Board and reconciled at AFNHB.

- (b) Submitted the Affidavit and Indemnity Bonds placed at Appendices B & B1 respectively to the Board.
- (c) Has complied with all Rules and Regulations of AFNHB.
- (d) Has become a member of the society/association formed by the allottees.
- (e) Has given an undertaking that any future additional charges levied for the construction / development of DU / Common Facilities or payment due court/arbitration order etc or as declared by the Final Costing Committee will be honoured.

0510. All allottees are to take over their DU as per schedule promulgated. The Board shall not normally entertain any request for additions or alterations or any complaints whatsoever regarding the design, structural works, quality of material used. However, specific defects and deficiencies observed at the time of handing/taking over may be recorded in the handing over/taking over document, keeping the Project Director informed. The contractor will rectify such defects within the Defect Liability Period. The Defect Liability Period is generally up to two years after completion of the project. AFNHB will not be in a position to help the allottees beyond this period due to contractual conditions. However, under no circumstances the allottee should delay taking over. In case the allottee is unable to present himself due to any reason for Taking Over the DU, he shall then execute the Special Power of Attorney (Appendix-G).

0511. The DU is handed over by the Project Director or his representative. Delay in taking over of the DU would make the allottee liable to payment of overhead charges on monthly basis at the rate of Rs 1000/- per month at the Board's discretion. Delay in taking over beyond 90 days of the promulgated date of handing over for the last allottee without Board's concurrence may attract automatic cancellation of allotted DU with penalty at the same rate as applicable when an allottee withdraws from the scheme.

### Undertaking

0512. An undertaking covering the following aspects shall be given by allottees as incorporated in the possession letters: -

- (a) Allottees shall not carry out any additions or alterations to the DUs and garage, parking space, including ancillaries, without written consent of the concerned local Authority, which may involve structural, design or layout and facade changes.
- (b) Allottees shall abide by all laws, rules and regulations of the concerned Government / Development Authority / civil bodies, the Board and the Society/Association formed by them.
- (c) Allottees shall abide by the terms and conditions made applicable to the Board in respect to the use of the land allotted by the concerned Authorities.
- (d) The DUs and parking spaces shall be used for the sole purpose of 'dwelling' and parking of cars/scooters respectively.
- (e) Common facilities like staircases, passages, parks, terraces, roofs, etc, shall be utilised by an allottee, along with the other allottees of the scheme, and no one will have exclusive right to its ownership or usage, nor can an allottee make any alterations thereto. No encroachment of any area is permitted.
- (f) No Allottee shall be entitled to subdivide the DU, including ancillaries or amalgamate it with any other DU.
- (g) Allottees shall get their required electricity and water meters installed individually and pay the rent / charges as per the bills provided by the concerned agencies.
- (h) Allottees shall not indulge in commercial activity in their dwelling units or parking areas.



**Note:** In case of violation of any of the above-mentioned rules, the Board reserves the right to cancel the allotment and resume the possession of DU and parking space.

### **Registration and Execution of Conveyance / Sale / Sub Lease Deed**

0513. All allottees are required to execute a Conveyance / Sale / Sub Lease Deed based on the announced cost of the DU by AFNHB / circle rate as applicable, at the earliest, after taking over possession of the DU. The following actions are required to be completed by the Allottees for execution of Conveyance / Sale / Sub Lease Deed:-

- (a) An allottee is required to clear all dues payable to Society / Association and is to produce a proof thereof.
- (b) Certificate / Affidavit that no unauthorized additions / alterations have been carried out in the Flat / Parking and there has been no encroachment of common area
- (c) Ensure that the Flat and Parking are not being used for commercial purposes.
- (d) Obtain a "No Dues Certificate" / "No Objection Certificate" from the concerned Bank(s) / Financial Institution(s) / HBA / AFGIS / NGIF etc. for loan(s) if taken for purpose of your flat. These certificates are to be forwarded to AFNHB for verification.
- (e) Obtain a No Dues Certificate from the Board indicating the area and a total amount paid for the flat for calculation of Stamp Duty.
- (f) Contact the office of Sub-Registrar (Local Area) for calculation of Stamp Duty payable. Non-Judicial Stamp Paper equivalent to the value of Stamp Duty payable can also be purchased directly from the Treasury (Local Area).
- (g) Prepare Conveyance / Sale / Sub Lease Deed as appropriate, based on the AFNHB approved draft Deed.
- (h) Documents prepared for execution of Conveyance Deed are to be signed on each page by the Allottee, Co-registrant and AFNHB's representative.
- (i) Two known persons will also be required to accompany the allottee to the office of Sub-Registrar for signing as witnesses on documents.
- (j) Documents are to be deposited for registration in the office of the Sub-Registrar by paying the registration charges in cash.

0514. All expenses towards payment of Stamp Duty / Registration Charges etc. for registration of DU will have to be borne by the allottee.

0515. Allottees, after completion of above action are advised to contact AFNHB HQ / Project Director / authorized representative of AFNHB for execution of the Deed. A copy of the executed Deed is to be forwarded to AFNHB HQ for records.

0516 Execution of Conveyance / Sale / Sub Lease Deed is a mandatory requirement in all States / UT. Rules and Bye-laws of the State Government / Land Allotting Authority will be over-riding in cases of both succession and ownership.

## **CHAPTER VI**

### **COSTING & PAYMENTS**

#### **Tentative Cost**

0601. The tentative cost of a DU, parking spaces, etc for each scheme is estimate by the Board at the planning stage and is intimated to the registrants. This includes the cost of land, all expenditure likely to be incurred on the project and overheads. This is reviewed at various stages during the construction phase particularly on award of contract to the builder and is thus subject to change depending on the actual cost incurred. The Cost of Dwelling Units intimated before giving possession i.e. pre-final is subject to further

revision based on its final costing worked out by the Naval and Air HQs Costing Committee and as approved by the Chairman. Such increase in the cost of DU is to be borne by the allottees. The final cost as worked out by the Board shall not be made a subject matter of dispute by the registrants or allottees at any stage. No separate accounts or contracts will be made available to the Allottee or the concerned Jal Vayu Vihar Residents' Societies or Association.

### **Common Facilities/Amenities**

0602 Cost of common facilities/amenities such as community centre, shops, clubhouse, sports facilities, swimming pool, power backup, internal roads, external electrification, boundary wall, landscaping, security & society office, etc as applicable shall be shared by all allottees on prorata basis.

### **Overheads**

0603. In order to meet the expenditure incurred on the staff and management of the Board and project offices, 6% of the project cost shall be charged as overheads by the Board. This includes 1.5% for the reserve fund.

### **Cost of Additional Facilities**

0604. In case the Board decides to add new facilities for the betterment of the project whilst the project is in progress, with the consensus of a majority of the allottees, or on its own, the additional cost so incurred shall be paid by the allottees prior collection of possession letter.

### **Long Term Maintenance Fund (LTMF)**

0605. Every allottee shall contribute Rs 30,000/- or Rs 10,000/- per DU depending on whether the Block is with or without lifts towards LTMF. This fund forms the corpus for maintenance of common facilities such as lifts, standby generators etc by the society. All common facilities such as lifts, generators, garden, security etc. are to be taken over by the Society, as soon as the same are ready. The cost of Sewerage Treatment Plant (STP) operating such facilities shall be borne by the society. In the interim, payments, till take over, shall be paid from LTMF. The amount so collected shall earn FD rate of interest and shall be handed over to the society as per the guidelines given below:

(a) 25% at the time of Registration of the Society.

(b) 75% after expiry of Defect Liability Period provided the society has taken over and registered the common areas in their names and after giving an undertaking regarding utilization of LTMF for Long Term Maintenance only.

### **Installment Schedule**

0606. The schedule of installment is published in the allotment letter issued to each allottee. Installment schedules may be revised by the Board, keeping in mind the cash flow requirement of the project. Any such revision shall be communicated to allottees by post and through web site.

### **Equalisation Charges**

0607. In order to bring all allottees of a particular scheme at par, the subsequent allottees shall have to pay equalization charges on the amount already paid by the original allottees. Equalisation Charges shall be calculated with respect to the due dates of such installments. Equalisation charges may vary from time to time depending upon the prevailing Bank lending rates. Similarly, when an allottee delays payment of an installment beyond the due date, appropriate equalization charges for the number of days delayed shall be charged. The current rate of equalization charges are as follows

- |  |         |
|--|---------|
| (a) For subsequent allottees who join late       | 10% p.a |
| (b) Delay in payment of installment upto 30 days | 15% p.a |

(c)	Delay in payment of installment upto 60 days	18% p.a
(d)	Delay in payment of installment upto 90 days	20% p.a
(e)	Delay in payment of installment upto 120 days and beyond if allotment is not cancelled	25% p.a

### Calculation of Equalisation Charges

0608. Equalisation charges shall be calculated on daily accruable basis. The date of payment would be taken as the date on which the bank drafts or pay orders (Banker's Cheque), local cheque amount is credited in AFNHB Account; or after three working days whichever is earlier. Equalisation Charges on daily accruable basis will be levied irrespective of the condition whether the extension for payment has been granted or otherwise. These charges will be collected along with the last installment prior issuance of the possession letter.

### Mode of Payment

0609. Initial payment for registration and final payment, shall only be accepted by Demand Draft/Banker's cheque, drawn in favour of "**Air Force Naval Housing Board**", payable at New Delhi. Payment of other subsequent installments / dues can be made through challan as mentioned in para 0614 or directly to AFNHB by DD/Local Cheques only. All payments will be subject to realisation of cheque. The name and registration number of the allottee are to be endorsed on the reverse of the Cheque / Draft. Outstation cheque shall not be accepted.

0610. In the case where an allottee has taken loan from a Bank or Financial Institutes (FIs), generally the payment is directly released by such bank / (FIs) to AFNHB. It will be the sole responsibility of the allottee to ensure that the installment amount is released by Bank / FIs, in time and received at AFNHB. Any relaxation in this regard is not permissible and allottee shall be liable to pay equalisation charges in case of any delay in receiving the installment.

0611. Payment in cash shall not be accepted except in case of final dues up to Rs 20000/- (Rupees twenty thousand only) if paid at HQ AFNHB, New Delhi. It shall be the responsibility of the allottee to ensure that relevant instruments of payment are fully honoured; failing which due penalties shall be levied without prior notice to this effect. All installments should be paid at AFNHB HQ before or latest by noon of the due dates mentioned in the Allotment Letter or as amended from time to time. Equalization charges, LTMF, cost of parking, terrace etc; will be collected with the last installment. Possession letter will be given only after all dues are paid.

0612. In case the allottee is not in a position to make payment of any installment by the noon of the due date, the allottee must apply to the Board with full justification before the expiry of date for extension of time limit. The Board in exceptional cases and at its sole discretion may extend the payment date beyond the due date up to a maximum period of 120 days. However, all extension of payment dates will be charged Equalization charges as per para 0607. The Board shall not entertain requests for waiver of equalization charges thereof for delayed payment.

0613. Allottees who are interested to pay the entire cost of a DU in lump sum would be eligible for interest at the saving bank rate of interest. However payment of a few installments in advance shall not entail any interest.

### Payment through Challan

0614. Allottees may pay installments through challan at any ICICI Bank branch in any city within India. Challan as per **Appendix 'H'** is to be made in three copies where first copy is for bank, second is for sending to AFNHB by post and third copy to be retained by allottee. Challan is to be supported by a local cheque of same city. Challan form and project code can also be downloaded from AFNHB website: www.afnhb.org. Payments are subject to realisation of cheques. Photocopies of challan placed at **Appendix 'H'** may be used.

### Excess Payment by Allottee

0615. In case the due date of an installment is deferred by the Board due to any reason, all registrants who have paid the installment as per the earlier announced schedule or otherwise shall earn simple interest at the Saving Bank rate of interest for the period upto the revised promulgated date. However, registrants will have the option to seek refund of the amount so deposited by forwarding a performa placed at **Appendix 'D'**. As and when interest is paid to an allottee / registrant, TDS will be deducted as per IT Act.

### Penalty for Dishonouring of Cheque

0616. A sum of Rs 250/- per cheque shall be charged from the allottees for a cheque that has been dishonoured and returned by the bank for any reason. This amount will be debited to individuals account and shall be collected along with last installment. Further, delay on account of a dishonored cheque shall accrue Equalisation Charges. Allottees are to ensure cheques have prior sign and dates.

### Interest on Refund

0617. Simple interest at the prevailing savings bank interest rate is admissible in the case where a scheme is shelved and the money is refunded to the applicants. In all other cases, such as volunteer withdrawals or when the scheme is put on hold, no interest is admissible to the allottee.

0618. The interest on the unutilized amount of a particular scheme shall be credited bi-annually to the concerned Project Fund Account at the saving bank rate of interest.

### Loan Arrangement

0619. Loan can be availed from any Bank or Housing Financial Institution against the DU allotted by AFNHB to the allottee. However, AFNHB shall issue NOC for Mortgaging and TPA free of cost for only two such loans. Additional NOC would cost Rs 500/- each.

0620. The Board or any staff member of the Board shall not stand '*Guarantee*' or be a '*Guarantor*' for any loan arrangements for the allottee. An allottee may enter into an agreement with any loan granting financial agency. The Board shall only play the role of a confirming party in favour of the allottee, for the property being acquired from AFNHB in a Tripartite Agreement (**Appendix E**).

### Final Costing

0621. The final costing of the project shall be carried out in two phases i.e. Pre-final costing and final costing.

0622. The Pre-final costing shall be carried out at site by AFNHB at the time of inauguration of the Project/Handing over of Dwelling units to allottees. The accounts shall be presented to all allottees in the presence of R W A/Society's representatives.

0623. The final costing committee shall be constituted at the AFNHB Hqs after the receipt of Completion Certificate from the Local Authority. The committee shall include representatives of Air Hqs, Naval Hqs & Representatives from each Officers and Airmen/Sailors categories of dwelling units and representatives of AFNHB Hqs. The committee shall be responsible for finalizing the cost of the project.

0624. Any surplus fund in the project shall be refunded to the original allottees; provided they have not sold the DU. They shall also be liable to pay, should there be deficit in the costing.

0625. In cases where the original allottees have transferred their DU, the share of surplus in project fund, if any, at the time of final costing declaration by the Costing Committee, shall not be refunded to the original allottee or transferee. However if the transfer is by means of succession or the transfer is to a blood relation such as parents/ son/ daughter/ spouse the refund would be made to the successor on producing an Affidavit to this effect.

0626. In cases the land allotting authority enhances the cost of land, the same shall be borne by the allottee existing owner.

## CHAPTER VII

### WITHDRAWAL/CANCELLATION OF ALLOTMENT

#### General

0701. Withdrawal of an Allottee from a Scheme shall only be permitted where a wait list exists as DUs are constructed based on the demand from the allottees. The procedure for withdrawal/cancellation / allotment for any scheme is covered in the succeeding paragraphs: -

#### Withdrawal When Waitlist Exists

0702. A Registrant / Allottee wishing to withdraw from a scheme should submit a written application along with withdrawal performa and blank pre-receipt (**Appendices C and D**) to the Director General, Air Force Naval Housing Board quoting his/her registration number of the scheme. The date of receipt of this application at AFNHB registry will be taken as the date of withdrawal. All calculations of seniority, financial penalties etc will be based on this date. Besides forfeiture of demand survey amount in accordance with Para 0401 for withdrawal by a DSA, the cancellation charges will also be deducted in addition to non-refundable administrative fee, and no interest shall be paid on the amount paid by the allottee / registrant till that time. Further, the withdrawal shall be considered as total withdrawal from the scheme i.e. DU, linked parking space, shop etc. This rule shall apply to all registrants/allottees whose registration / allotment has been cancelled by the Board or individual has applied for withdrawal. Cancellation / Withdrawal charges shall be calculated based on the stage of withdrawal as follows:-

<u>Sl. No</u>	<u>Stages of Withdrawal</u>	<u>Officers</u>	<u>Sailors/ Airmen</u>
(i)	Prior to confirmation of allotment of the DU, if Demand Survey (DS) has been conducted (refer Para 0401)	10% of DS amount	10% of DS amount
(ii)	Post confirmation of allotment of DU after Demand Survey, if the same has been conducted (refer Para 0401)	50% of DS amount	50% of DS amount
(iii)	After receipt of Registration Fees and Prior to issue of Allotment Letter	Rs 10,000/- and 50% of DS amount (if conducted)	Rs 7,000/- and 50% of DS amount (if conducted)
(iv)	Up to 45 Days after issue of Allotment Letter (Registry Date)	Rs 15,000/- and 50% of DS amount (if conducted)	Rs 10,000/- and 50% of DS amount (if conducted)
(v)	Beyond 45 days after issue of Allotment Letter (Registry Date)	Rs 30,000/- and 50% of DS amount (if conducted)	Rs 20,000/- and 50% of DS amount (if conducted)



### Withdrawal Where No Waitlist Exists

0703. No withdrawal is generally permitted, if a waitlist does not exist. However, even if the withdrawal is permitted under special circumstances, the amount shall be refunded only when a new allottee joins in and pays the due installments. No interest shall be paid on such refunds and cancellation charges as mentioned in para 0702 above shall be deducted as per existing rules. Further, once the withdrawal application is received in the Board, the allottee will forego all rights on the property as well as linked parking and other spaces. Allottee may apply for withdrawal under extreme compassionate grounds using **Appendices C & D**.

### Withdrawal / Refund by Demand Survey Applicants / Registrants

0704 Personnel who apply in demand survey, but do not wish to register when the scheme is launched and those who apply for the registration and wish to subsequently withdraw will be refunded demand survey amount / registration fee in accordance with Para 0401 & 0702 respectively. The registrants are to submit the withdrawal performa placed at **Appendices 'C' & 'D'** and Demand Survey Applicants are to submit a personal application, both alongwith original receipt issued by AFNHB for seeking refund. In case of unsuccessful applicants / registrants the registration fee along with demand survey amount shall be refunded with saving bank interest after deducting the administrative fee. Further, the Board may refund the registration amount on its own, in case there is inordinate delay in launching the scheme or the scheme is dropped for any reason. Money held with the Board for more than one year shall accrue a savings bank rate interest on such refunds.

### Withdrawal by Waitlisted Registrant

0705 Waitlisted registrant may withdraw from the scheme at any time. Registration fee paid by wait-listed registrants will earn simple saving bank interest rate on the date of refund. The interest shall be admissible from first of the month following the date of receipt of registration fee and up to the end of the month preceding the month of withdrawal.

### Reinstatement of Registration

0706. Once the withdrawal from a scheme has been approved, the name of the allottee would be removed from the list of registrants / allottee. If the individual subsequently wishes to rejoin the scheme he/she would need to apply afresh and will be treated as a fresh registrant. No benefit or seniority of any sort will be given in all such cases as applicable shall also be levied.

### Cancellation of Registration/Allotment by the Board

0707. The Board reserves the right to cancel the registration at any stage, on the following grounds with a due notice:

- (a) Default of payment beyond 120 days of the due date of an installment.
- (b) Suppression or misrepresentation of facts whilst applying for DU making him or her ineligible.
- (c) Non-adherence to the rules and regulations of the Board by any registrant/allottee.
- (d) Un-authorized selling of DU without prior NOC of the Society and the Board.
- (e) Non-adherence to the restrictions specified by Authority.

0708. In case an installment or any payment is overdue the Board normally issues notices to defaulters from time to time. However, if for any reason, the notice does not reach an individual, it would still be the responsibility of the registrant/ allottee to ascertain his/her dues from the Board and make payments to the Board in time accordingly. In the case of cancellation of registration/allotment the amount paid by the Registrant/Allottee shall be refunded as per the prevalent Board rules after deduction of cancellation charges as mentioned at **Para 0702**.

0709. No interest shall be paid to any registrant whose allotment is cancelled by the Board due to default in payment or for any other violation of rules. The allottee shall forfeit all his / her rights to the DU and linked parking, terrace, open, area etc. In addition he / she will be debarred from registration in any future scheme.

## CHAPTER VIII

### TRANSFER/SALE OF DU

#### General Conditions

0801. The following rules shall govern the transfer / sale of a DU by an allottee

- (a) Transfer / Sale of a DU by an allottee to any person, who is eligible for an AFNHB scheme, as per para 0302, is permitted at any time after taking over physical possession.
- (b) An allottee is not permitted to transfer/sell the DU to non eligible personnel within three years from the date of taking over physical possession while in service. In case of retired personnel this period is limited to one year.
- (c) Transfer of farm units is permitted any time after taking over physical possession.
- (d) Transfer of DU on account of natural succession, does not have any time restriction.

0802. AFNHB does not recognize sale of Dwelling Unit on Power of Attorney. The sale of Dwelling Unit and associated parking by an allottee is required to be processed through the concerned Society and AFNHB HQ. Sale / Transfer will be permitted only after the DU has been registered in favour of the seller.

#### Procedure for Transfer / Sale

0803. The procedure for transfer / sale of property by an allottee is enumerated below:-

(a) The allottee is to firstly intimate his intention to transfer / sell his dwelling unit to the concerned society for issue of the following certificates after due verification that the transfer is as per the bye-laws of the Society and Civil Authorities.

- (i) No Dues / No Objection Certificate.
- (ii) No encroachment / unauthorized construction certificate.

(b) The allottee is to thereafter submit the application (**Appendix 'J'**) to AFNHB for issue of NOC for the transfer / sale of DU along with the following documents.

- (i) Society No Dues and No Objection Certificate **Appendix K**
- (ii) No Dues Certificate from Loaning Agency / Agencies.
- (iii) Undertaking by the Allottee / Joint Allottee **Appendix L**  
as applicable
- (iv) Affidavit by Purchaser/Transferee **Appendix M**
- (v) Indemnity Bond by Purchaser/Transferee **Appendix N**
- (vi) Undertaking from Transferor **Appendix P**
- (vii) In case of Air Force / Naval personnel in service, a certificate from Commanding Officer to the effect that the person is in service while in the case of retired personal an Attested Copy of pension payment Order.
- (vii) Copy of registration document

(c) On receipt of all the prescribed documents from the allottee and after due scrutiny, AFNHB issues NOC to the transferor and obtains an undertaking from him / her regarding receipt of full and final payment from the purchaser.

(d) On receipt of undertaking from the allottee stating that full and final payment has been received, AFNHB issues certificate for change of allotment of dwelling unit to transferee with a copy to transferor and society.

### On Demise of Allottee

0804 On demise of an Allottee, the widow, successor or the nominee shall forward an application countersigned by appropriate Authority along with the following documents: -

- |   |                   |
|---|-------------------|
| (a) Affidavit by Widow/Widower,<br>Successor or Nominee   | <b>Appendix Q</b> |
| (b) Indemnity Bond by Widow/Widower,<br>Successor/Nominee   | <b>Appendix R</b> |
| (c) Relinquishment Deed from the other<br>Class I heirs of the deceased   | <b>Appendix S</b> |
| (d) Death Certificate   |                   |
| (e) Certificate from Commanding Officer with regard to next of kin as per WILL (for serving personnel). A copy of the pension payment order (for retired personnel) |                   |
| (f) No Dues / No Objection certificate from loaning agency, in case of lone availed by the deceased   |                   |

### Administrative Charges

0805. In the event of transfer / sale of DU, both the transferee and transferor shall be required to pay Administrative Charges individually to the Board as mentioned below.

(a) **Officers Category.** Rs 10,000/- (Rupees ten thousand only) each by the transferor and transferee. However, these charges will not be applicable in case the transfer takes place due to natural succession or within blood relation like Parents/Son/Daughter/Spouse. In case of Farm Units, transfer charges shall be Rs 2,500/- each by both transferor and transferee, for the first transfer and for subsequent transfers Rs.10,000/- each shall be charged from transferor and transferee.

(b) **Airmen/Sailors Category.** Rs 7,500/- (Rupees seven thousand five hundred only) each by transferor and transferee for each transaction. However, these charges shall not be applicable in case the transfer takes place due to natural succession or within blood relation like Parents/Son/Daughter/Spouse. In case of Farm Units, transfer charges shall be Rs 2,500/- each by both transferor and transferee, for the first transfer and for subsequent transfers Rs.10,000/- each shall be charged from transferor and transferee.

## CHAPTER IX

### MISCELLANEOUS

#### Residents' Welfare Association / Society

0901. All allottees of an AFNHB Scheme are to form a Residents' Welfare Association (RWA)/ Society prior to commencement of Handing over of DUs by the Board. The Board helps in the formation of the Society / Association and generally conducts election of the office bearers at the time of the draw of lots for allotment of specific DUs. All allottees are to become part of the Resident's Society / Association and at no stage can an allottee be allowed to withdraw membership of the said Society / Association. The Society/Association is to take over common facilities such as lifts, standby Generators, water pumps STP

community center etc. as and when they are ready . They are also to take on the responsibility of day today running of such facilities, including security, conservancy etc. The Board will not be responsible for maintenance or operation of these services thereafter. Further, the Society / Association is to register itself with the concerned registrar at the earliest and in no case later than 3 months of the DUs having been handed over.

0902. Responsibility of running common services/utilities rests with the society/association formed by the allottees. The day-to-day running expenses are to be met by the society/association and paid for by the allottees on a regular basis. The society/association is to maintain, manage and administer the colony, attend to common property and provide guidelines for harmonious community living.

0903. After taking over of the common assets / facilities the shops, school and community center etc. will have to put in use within the frame work of the basic terms and conditions of the principal lease deed / sale deed and also after obtaining approval of General Body of the Society / Association. Further the shops are to be only rented / leased out on lease and license basis for short periods as per unanimous decision of the General Body of the Society / Association. The types of the shops to be set up and their use are to be also decided by the General Body.

0904 At no stage are shops, community center and other common facilities to be sold to any individual / firm or any other party, unless otherwise decided by the Board of Management.

0905 Allottees will ensure explicit permission from 'The Society' for any Addition / Alteration to the Dwelling Unit (DU) allotted. Such Addition / Alteration should however confirm to the rules & bye laws laid down by the concerned local Authority. Any observation / dispute raised by Authority with respect to the Addition / Alteration carried out by an allottee are to be resolved by the Society / Residents' Association.

### Society / Association Charges

0906. All allottees / subsequent owners are to subscribe to the Society / Association as and when formed irrespective of the date of taking over the possession of the DU.

### Electricity/Water

0907. The allottee would be responsible for getting Electricity and Water meter connections at his / her own cost.

### Ground Rent

0908. The Land Allotting authorities charge ground rent or lease amount from the Board depending on whether the land was obtained on sale or lease basis. This ground rent or lease amount varies from state to state. All Allottee would be required to pay his / her share of the ground rent or lease amount after taking over the possession of the DU.

### State Revenue Charges

0909. All allottees are responsible for the timely payment of Lease / Ground Rent, House Tax, Registration Charges or Stamp Duty, wherever applicable.

### Arbitration

0910. For effective arbitration of disputes the following procedure is prescribed: -

- (a) All matters of disputes / differences relating to the registration, allotment and all such other matters as are incidental to these which affect the mutual rights, interest, privileges, claims of the registrant / allottee vis-à-vis the Board, may be referred to the Chairman AFNHB through the Director General, AFNHB. The Chairman, AFNHB, if he deem fit may appoint an Arbitrator to adjudicate in the matter whose decision in the matter shall be final and binding on the registrant / allottee as well as the organisation. For the purpose of Para 3 of first schedule of the Indian Arbitration Act, 1996 (Act No.10 of 1996) the arbitrator shall be considered to have entered in the reference, when he has called upon the party seeking arbitration to file his

'Statement of Claims'. Arbitration hearing will be held only in Delhi, regardless of where the property under dispute is situated.

(b) Appointment of an Arbitrator will not be objected to on the ground that he (arbitrator) is subordinate to the Chairman, is a member of the Board of Management/Executive Committee or is a registrant / allottee of the organisation.

(c) No request for arbitration or adjudication of a dispute will be entertained by the Chairman unless it is made within two months of the cause of action and prior to taking physical possession of the DU. Possession will not be given till the arbitration proceedings are completed.

(d) The Chairman shall be the final authority to decide whether the dispute warrants recourse to arbitration or otherwise.

### **Court Cases**

0911. The following norms will be observed in dealing with Court cases, if any, filed against the AFNHB :-

(a) The registrants or allottee may take recourse to Court only after he or she has exhausted all avenues of redressal including the arbitration clause.

(b) The Board being a registered society shall sue and be sued in the name of Director General only. No other officer of the Board or any Member of the Board of Management shall be a party to any legal proceedings.

(c) All suits and legal proceedings of any kind against the Board shall be instituted in the appropriate court(s) in Delhi or New Delhi notwithstanding the location of the property, which may be subject matter of the dispute.

(d) No suits or legal proceedings of any kind shall be instituted against the Board unless a notice in writing has been delivered to the Board stipulating the nature of claim, cause of action, relief sought, name, registration number and address of the person, and a period of two months has expired thereafter.

### **Amendments and Alterations to Rules**

0912. The Board is competent to incorporate any amendments or alterations to the existing rules within the following parameters: -

(a) The Board reserves its right to alter, amend and change any of the aforesaid rules on as required basis and at any stage.

(b) Any amendments issued by the Board of Management shall be binding on all allottees / subsequent owners or registrants of AFNHB irrespective of whether the same have been received or not by any of them.

0913. The Board of Management has the right to cancel or change partly or wholly any scheme from time to time in any manner as considered necessary by it.

### **Interpretation of Rules**

0914. Interpretation of the rules as given by the Director General, Air Force Naval Housing Board would be final and binding on the applicants/registrants / allottees and no appeal/representation against it would lie with any other authority or would his decision in the matter of registration and allotment of dwelling units, garages, common facilities/amenities etc as applicable be open to appeal/ representation.