

VERY IMPORTANT DOCUMENT, PLEASE ENSURE SAFE CUSTODY

REGD POST/SPEED POST

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Army Welfare Housing Organisation
South Hutments, Kashmir House
Rajaji Marg, New Delhi – 110011

20 Jan 2017

**HANDING TAKING OVER INSTRUCTIONS : VIP ROAD KOLKATA
(PHASE-II) PROJECT**

1. Further to our Allotment letter for specific dwelling unit (DU) / floor and parking issued in Feb 2016.
2. We are glad to inform that you have been allotted the following dwelling unit (DU) / parking at VIP Road Kolkata (Ph II) project by a computerised draw held on 18 Feb 2016. The project is nearing completion and we may be in a position to commence handing over of the dwelling units (DUs). Handing over schedule is attached at **Appendix A**. Details of DU allotted are :-

- (a) Type of DU :
- (b) Number :
- (c) Floor :
- (d) Block :
- (e) Parking Type :
- (f) Parking Number :

3. **Terms and Conditions of Allotment of Dwelling Unit.** The DU is being allotted to you on freehold land under terms and conditions laid down by AWHO and State Govt. All these conditions will be included in the conveyance deed to be executed between AWHO and yourself at the time of registration before physically handing over the DU. It is specifically made clear that you will be bound by all the terms and conditions of AWHO, State Govt and the terms contained in the Title/Conveyance Deed.

4. The cost, payment schedule and handing over details are given in the succeeding paragraphs. Allottees can pay the amount (last installment) as mentioned in the statement of accounts upto the date given at **column 4 of Appendix A**. Thereafter, interest at the rate of 10% per annum will be charged on the balance amount. However, the allottees can pay the balance amount as per statement of account, before the due date also. Taking over possession of the DU will however, be according to the laid down schedule and after **ensuring** the following:-

(a) Payment of last instalment as mentioned in the statement of accounts and submission of mandatory documents (**Affidavit, Undertaking, Photographs etc as per Para 7, 8 and 10 below**). Clearance letter will be issued by HQ AWHO after the payment & mandatory documents as above are received.

(b) Confirmation from the Project Director as in Para 10 below.

5. **Statement of Accounts.** The Statement of Accounts is enclosed. The cost of the specific DU has been worked out taking into account the differential cost between floors and cost of Parking Spaces. The date(s) for payment of the balance cost is / are as given in the Statement of Accounts.

6. **Incentive for Timely Payment.** The final amount due and to be paid "before possession" of the DU is indicated against "Balance to be received / refunded" in the Statement of Accounts. One percent rebate on this due amount will be given on timely payment ie, if paid by due date as given in the Statement of Accounts. However, in case of the allottees who have already been given **four / three** percent (as applicable) rebate for having made down payment of estimated cost, no further rebate of one percent will be admissible to them vide Para 44 of AWHO Master Brochure Jul 1987 (as amended).

7. **Registration of Dwelling Units (DUs) in Favour of Allottees.** Prior to taking over the possession of DU, **the allottee will coordinate with the Project Director and get the title deed of the DU registered in their favour.** It is in the interest of allottees to have their DUs registered with concerned Development Authorities and a copy of conveyance deed be forwarded to HQ, AWHO for updating the records. Registration of DU provides legality to the ownership. In its absence no right, title or interest in the property can be transferred. The stamp duty and registration charges are generally revised periodically. Allottees will have to incur additional expenditure if timely registration is not carried out. The stamp duty and registration charges to be paid by the allottee will be applicable as per the current year.

8. **Handing Over of Dwelling Units.** As per the governing rules /provisions of AWHO, the DU will be inspected and declared ready for handing over. The procedure to be followed for handing /taking over is explained in Para 10 below. You are required to send us two copies of your self attested passport size photographs duly signed by you (on reverse) . The DU will be handed over by the Project Director to the allottee in person on fulfillment of the following:-

(a) Presentation of the copy of clearance letter issued by this office as per Para 10 below and appropriate identification papers ie. Identity Card / Discharge Certificate and a copy of the Statement of account mentioned at Para 5 above.

(b) Confirmation that the title deed of the DU has been registered (Certificate of registration of DU to be forwarded by the Project Director to HQ AWHO within 10 days of possession).

(c) Obtaining membership of the Users Committee / Welfare Maintenance Society in accordance with Para 79 (a) of AWHO Master Brochure - Jul 1987 (as amended) after duly completing required forms and payments, if any, and depositing initial remittance of monthly maintenance charges.

9. **Special Power of Attorney (SPA)**. The handing over of the flat to the allottees, who cannot be present personally, will be possible if a 'Special Power of Attorney' is executed by the allottees in favour of blood relations (ie. spouse, son, daughter, legally adopted child, father, mother, brother and sister only). In such a case, following documents are required:-

(a) Original Special Power of Attorney (with a photograph of the Attorney affixed) duly executed and notarized, bearing specimen signatures of the person authorized to take over ie. (Attorney). A specimen of "Special Power of Attorney" is attached at **Appendix B**.

(b) One Photostat copy of the Special Power of Attorney mentioned above.

(c) Two passport size photographs of Attorney duly attested by the allottee on the reverse of the photographs.

(d) Two passport size photographs of the allottee as mentioned in paragraph 8 above.

10. **Clearance for Taking over of DU from Project Director / Representative of Project Director**. (Ref Para 4 (a) & 8 (a) above). A clearance letter alongwith a passport size photo of allottee / attorney is issued by this office to the Project Director with a copy to the allottee. **On receipt of copy of the clearance letter, allottee should contact the Project Director indicating the date when he / she wishes to take over the dwelling Unit and obtain a written confirmation from the Project Director's office by letter/email**. It is important for the allottee to **give clear notice of at least two weeks** to the Project Director and obtain confirmation from the Project Director that the dwelling unit would be ready in all respects for handing over before proceeding to take over, The confirmation from Project Director about the date and time for handing /taking over will be final confirmation of readiness of the DU. Further, the allottee **should cater for a week or so** at the site. This is reqd to list out defects/observation on the first day, 2-3 days for rectification and additional 1-2 days for completing the Handing /Taking formalities. No representation on completion will be entertained. However, allottees are requested to check their DUs in details and list out the defect on the first day itself. Minor defects will be rectified prior to handing /taking over, whereas major repairs, if any will be attended as early as possible, post handing /taking over. **Delay in taking over of DU may invite action as per Para 14 Below and Para 4 of Appx 'E'**. The address of the Project Director is as under: -

Project Director

Army Welfare Housing Organisation
Bhaskar Roy Enclave
VIP Road, Opposite Haldiram
Kolkata - 700052

Telephone – (033)25734495, Mobile – 08697747996

11. **Eligibility.** Allottees are required to once again declare that they have not acquired any residential property of AWHO since submission of the last affidavit; which would disqualify them from allotment of the DU at VIP Road Kolkata (Phase II). Allottees are, therefore, requested to re-submit a fresh **Affidavit on Non-judicial Stamp Paper of the value of Rs 20/- or as prescribed by the State Government where the same is executed** in accordance with Para 68 of AWHO Master Brochure - Jul 87, regarding property status as on date. A specimen of the Affidavit is attached at **Appendix C**. Allottees should also forward **'Undertaking Certificate' on Non-Judicial Stamp Paper of the value of Rs 50/- or as prescribed by the State Government where executed, duly attested by 1st Class Magistrate / Notary Public. In case the Affidavit and Undertaking are attested by Notary Public, Notarial Stamp of Rs 5/- must be affixed on the same.** A specimen of the 'Undertaking' is attached at **Appendix D**. Please ensure that each page of the Affidavit and undertaking is signed by the allottee and the Notary. Undertaking as per **Annexure - I of Appendix E** is required to be given to the Project Director at the time of Handing / Taking over.

12. **Maintenance of Dwelling Unit.** You will maintain the dwelling unit allotted to you at your own cost and will abide by all the laws, bye-laws, rules and regulations of the State Government or local bodies and / or any other authority or authorities concerned including Welfare Maintenance Society and the AWHO and you will be responsible and answerable for all deviations or breach of any conditions, laws, bye-laws, rules and regulations.

13. **Encroachment.** There shall be no encroachment by you on the portion of the land 'common areas' not allotted to you in the residential scheme, as these lands 'common areas' have either been allotted to some one else or kept reserved for common use and services to be managed by the registered Welfare Maintenance Society of which you are a constituent part. Further you will not encroach upon the common portion of land areas and services in any manner whatsoever. All un-authorized encroachments whatsoever are liable to be removed at your risk and cost without any notice.

14. **Period for Taking Over Dwelling Unit (DU) and Care Taking Charges.** You are required to take over the allotted DU as per handing/taking over mentioned in the Appendix A. In case the DU is not taken over within this period, you will be required to pay care taking charges to the Project Director as under: -

- (a) Upto 30 days wef the date given at **column 5 of Appendix A** - **Rs 50/- per day.**
- (b) From 31 days to 60 days wef the date given at **column 5 of Appendix A** - **Rs 75/- per day.**
- (c) From 61 days wef the date given at **column 5 of Appendix A** - **Rs 200/- per day.**

15. The care taking charges as above will have to be paid before possession of the DU is given to you. The allottees are requested to take possession of their DUs as early as possible on receipt of intimation to avoid levy of care taking charges.

16. **Payment of Society Charges to Welfare Maintenance Society.** The charges for common services such as external repairs, painting, colour washing, keeping the open areas in clean and tidy conditions, maintenance of lawns / grounds, cleaning of common staircases, electrical charges for common areas and chowkidar charges and any other maintenance works as decided by the said Welfare Maintenance Society from time to time shall be payable by you to the Society in the manner and by the date prescribed by it. An initial lump sum of **Rs 50,000/-** has been recovered from the allottee through the Statement of Account towards Corpus for the Registered Welfare Maintenance Society and to be utilised at the discretion of the said Society. The allottee, however, will pay maintenance charges for day to day expenses from the date of taking over of the DU. Any shortfall of expenditure for the day to day expenses and other miscellaneous expenditure may be incurred. Any shortfall of expenditure for the day to day expenses and other miscellaneous expenditure may be incurred by AWHO / Society from the Corpus Money, if required. In this connection, please refer to Para 78 and 79 of AWHO Master Brochure – Jul 1987 (as amended).

17. **Membership of Welfare Maintenance Society.** Under the provisions of Rules 68 (f) and 76 to 79 of AWHO Master Brochure Jul 87, as also the declaration made, it is mandatory for the allottee to become a member of the Welfare Maintenance Society registered for the housing complex.

18. **Registration of Dwelling Units and Stamp Duty.** Conveyance Deed for land has been executed in favour of AWHO. It is intended to transfer dwelling units and undivided share of land to the allottees and common areas to the RWA by AWHO. The stamp duty, registration charges etc as payable would depend on the rate prevalent at the time of execution of Transfer/Conveyance Deed and will be borne by allottees. Please also note that registration of the DU will not be done in case of any encroachments (Para 13 of ibid letter) or construction of any unauthorised additions / alterations to the dwelling unit (**Para 3 (a) of Appendix E**).

19. **Joint Registration**. The option for joint registration with any one or two of the following relations (in the case of loanee, only relation who is also the co-borrower) is available to the allottees. However, all joint registrants must meet the eligibility laid down by the land allotment authority:-

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

20. The final payment as given in the Statement of Accounts must be made strictly as per the schedule given therein. If the payments are not made by the due date, interest on delayed payments will be levied for the delayed period as per the existing rules. In case payment is delayed inordinately beyond **30 days, the allotment is liable to be cancelled under Rules 47 to 50 and 52 of the AWHO Master Brochure - Jul 87 (as amended) in addition to levy of interest on delayed payments. Please note that caretaking charges (if applicable) will be over and above the amount mentioned in the Statement of Accounts.**

21. Additional details and general instructions are given at **Appendix E**.

22. A **Simplified checklist** (of all the instructions contained in preceding paras) & sequence of actions to be taken by you are given as **Appendix F**.

23. Please acknowledge receipt.

Sd-x-x-x
(Pankaj Subba)
Lt Col
EO (Marketing)
For Managing Director

Enclosures :

- | | | |
|----|---|-----------|
| 1. | Statement of Accounts. | |
| 2. | Handing over Schedule | - Appx A |
| 3. | Special Power of Attorney. | - Appx B |
| 4. | Specimen of Affidavit. | - Appx C |
| 5. | Undertaking. | - Appx D |
| 6. | General Instructions. | - Appx E |
| 7. | Check list for allottees | - Appx F |
| 8. | Undertaking for Sale/Conveyance/
Sub-Lease Deed by the Borrower. | - Annex I |

Appendix 'A'
(Refer to Para 2 & 4 of
Handing/Taking Over
Schedule VIP Road Kolkata
(Ph II) Project.

HANDING/TAKING OVER SCHEDULE : VIP ROAD KOLKATA (PHASE-II) PROJECT

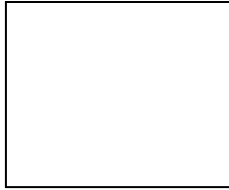
1. Tentative schedule of handing over of dwelling units (DUs) is as under:-

<u>Ser No</u>	<u>Block</u>	<u>Handing over dates</u>	<u>Last Date of Payment (without interest)</u>	<u>Commencement of Care Taking Charges</u>
(1)	(2)	(3)	(4)	(5)
(a)	Block - A1	01 Mar 17 – 10 Apr 17	31 Mar 17	20 Aug 17
(b)	Block – B1			
(c)	Block - C1			
(d)	Block -A2	17 Apr 17 – 26 May 17	28 Apr 17	20 Aug 17
(e)	Block - B2			
(f)	Block – C2			
(g)	Block – B3	01 Jun 17 – 15 Jul 17	31 May 17	20 Aug 17
(h)	Block –C3			
(j)	Block –C4			
(k)	Block – R			
(l)	Balance, if any	21 Jul 17 – 10 Aug 17	-	20 Aug 17

2. The schedule shall be commenced based on a certification by an independent Board of Officers. If feasible, the schedule may be advanced marginally in which case, affected allottees will be informed at least four weeks in advance. Physical handing over of the DU shall be subject to the allottees executing the Title Deed of their DU.

3. Allottees to take over within the wide slot given to them.
4. No inter mixing of slots will be allowed.
5. Handing/Taking over to commence wef 01 Mar 17 and will continue till 15 Jul 17.
6. Caretaking charges to commence as shown in coln 5 of table in Para 1 above.
7. If somebody misses his/her slot, they will be allowed to take over between 21 Jul to 10 Aug 17, subject to availability of H/T over slot. Capacity to handover is max of 2xDUs on any given day.
8. Individuals to make themselves available for taking over, for a period of seven working days to be able to rectify visible defects/deficiencies and also to complete the registration formality.
9. DLP is applicable from the date of readiness of the DU (completion of construction). All defects notified by the allottee during this period, will be attended to. Hence, it is in the interest of the allottee to take over in time and put the DU into use.
10. Though all efforts will be made to ensure that the DU is readied with nil defects, before the arrival of the allottees for taking over, existence of defects/deficiencies cannot be ruled out. It will be attempted to rectify the such defect observed at the time of H/T over prior to handing over of the DU. This will not be considered as 'non completion of construction'.
11. The decision of the Project Director regarding completion of construction will be final. In case of dispute, the matter may be referred to MD, whose decision will be final and binding.

(Affix a latest colour photograph of the allottee and the Attorney duly notarised)



Appendix B

(Refer to Para 9 (a) of Handing Taking over Instructions, VIP Road Kolkata (Ph II) Project.

SPECIAL POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY, I _____ S/O _____ resident of _____ hereby constitute and appoint _____ (who has subscribed his signature hereunder in token of identification) S/O _____ (Relation) _____ and resident of _____ my lawful attorney for me, in my name and on my behalf, to do, execute all or any of the following acts, deeds and things that is to say :-

1. To take delivery of a Type _____ flat with _____ (Covered/Open/Under Stilt Car Parking / Scooter Parking / additional land) or plot (as applicable) from the representative of the Army Welfare Housing Organisation.
2. To pay any amount still due and payable to the AWHO towards the cost of the aforesaid dwelling unit / plot and parking space(s).
3. To receive the clearance certificate from the Army Welfare Housing Organisation to the effect that full cost of the dwelling unit / plot with parking space(s) has been received and that possession of which is to be handed over.
4. To sign the handing/taking over papers, inventories and other connected documents.
5. To generally do and confirm any other act, deed, matter or thing whichever is necessary and incidental to the above.
6. To give full discharge to the Army Welfare Housing Organisation.
7. All the above or any of the above acts, deeds or things by the said attorney will be deemed to have been done by me personally and will be binding on me.
8. Specimen Signatures of attorney named above are as under :-

(a) _____ (b) _____ (c) _____
(Please affix a passport size photograph of attorney duly attested by you) Signed at _____ this day of _____

1st Witness (Signature) _____
Name & Address _____

Deponent
(Allottee of the DU)

2nd Witness (Signature) _____
Name & Address _____

ATTESTED

(Notary Public/1st Class Magistrate)

Please Note :- (To be drawn up on non judicial stamp paper of Rs 20/- and to be attested by a 1st Class Magistrate or Notary Public (Affix Notarial Stamp of Rs 5/- if attested by Notary Public). All pages must be signed by the allottee.

Appendix C

(Refer to Para 11 of Handing / Taking over Instructions, **VIP Road Kolkata (Ph II) Project.**

AFFIDAVIT

I, No _____ Rank _____ Name _____
Aged _____ years, son of _____ Unit

(or resident of in the case of ex-servicemen and civilians)
_____ and a registrant / allottee of Army Welfare Housing
Organisation, New Delhi, vide registration No _____ do
hereby solemnly affirm/declare on oath as under :-

- 1. That I have not remarried (applicable to widows only).
- 2. That myself, my wife, or any minor or dependent children do not have any residential property, ie house, flat or plots or share in such property nor are members of any other Co-operative Society except the following properties:-

	<u>Station</u>	<u>Details of Property</u>
(a)		
(b)		

- 3. That if the house/flat/plot for which I am registered is allotted then the net total vacant land will not exceed the ceiling laid down in the Urban Land (Ceiling & Regulation) Act 1976.
- 4. That I or my spouse have not applied for or taken possession of any other dwelling unit constructed by AWHO.
- 5. That I have not sold the booking / allotment letter or transferred my rights in the property to any one in any manner what-so-ever.
- 6. That I have not given false information and have not submitted any false particulars in my application and in the affidavit and have not concealed any material facts.
- 7. That in case I acquire any immovable property on or after this date, till I physically take over the Dwelling Unit (DU) allotted to me, I shall inform the Managing Director AWHO, about it alongwith full details.

Affix a latest colour photograph of the allottee duly notarised

Signature
(Deponent)

VERIFICATION

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

Signature
(Deponent)

Attested by First Class Magistrate/Notary Public

Please Note :- (Specimen form of the affidavit to be executed on non judicial stamp paper of Rs 20/- or the value prescribed by the State Government where executed. If attested by Notary Public, Notarial Stamp of Rs. 5/- be affixed). All pages must be signed by the allottee.

Appendix D

(Refer to Para 11 of Handing / Taking over Instructions, **VIP Road Kolkata (Ph II) Project.**

UNDERTAKING

1. Whereas, I _____ S/o or D/o or W/o _____ resident of _____ am a registrant who had applied to the Army Welfare Housing Organisation (AWHO) for allotment of a dwelling unit/plot, have been allotted Category _____ Apartment No _____ in Block No _____ on _____ floor with CP No _____ and SP No _____ OR Plot No _____ situated in _____ (Here-in-after called the Flat/DU/Plot).

2. And whereas I, in my own interest, have applied to AWHO for the possession of the said DU/Plot/Flat allotted to me for immediate occupation before the completion of the various formalities required to be performed by me under the said regulation and execution and registration of the documents provided in the regulations.

3. I _____ S/o or D/o or W/o _____ resident of _____ here-by undertake that in the event of the possession of the flat/DU/Plot allotted, being given to me earlier than registration with Civil Authority, I accept, agree and shall abide by all the terms and conditions that are set forth in the Master Brochure -Jul 87 (as amended), booking and allotment letters and all such rules, regulations and bye laws as amended by AWHO from time to time. I also undertake to abide by the following terms and conditions of allotment :-

(a) That I will not sublet, assign or part with any of premises, allotted to me, except by way of a proper legal tenancy for a period which shall not exceed five years.

(b) No additions and alterations in the DU (including covered/open/under stilt parking) shall be made by me without prior permission in writing from the AWHO and the local Municipal/Civil authorities nor the flat/DU/Plot will be used for any purpose other than residential purpose or amalgamated with any other dwelling unit and it will not be sub divided. Further construction, if any, shall be done by me strictly as per the approved plan handed over to me by the Project Director.

(c) That the stair case, passages, roads and other common areas/ conveniences in multi storey complex will be utilized by me along with other allottees of the flats and that I have no exclusive right to their use. I will use these without causing any inconvenience to other users and as per by-laws of Society. Roof terraces are Not meant to be used by residents since they have pipes, solar water heaters, water tanks etc installed there. Access to terraces shall be allowed to persons authorised by Society.

(d) Portions of the land not allotted to me in the residential scheme which have either been allotted to someone else or kept reserved for common use and services shall be managed by the registered Welfare Maintenance Society of which I am / will be a constituent part. I shall in no way encroach upon the common portions of land area and services. All unauthorised encroachments are liable to be removed at my cost without any notice whatsoever.

(e) That the flat including covered/open/under stilt parking or plot (as applicable) is meant to be used only for residential purpose by me, my family or by my tenant and that the laws of the Welfare Maintenance Society in this connection, would be complied with by me. I will not use my flat including covered/open/under stilt parking or plot for commercial purpose.

(f) I am satisfied with my accounts position and the cost of the dwelling unit as reflected in the Statement of Accounts issued by HQ AWHO, as also, with other recoveries made on account of interest on delayed payments (as applicable). I have no queries with regard to the breakdown of cost or any other claim in this regard. I also undertake to pay within one month of demand any additional amount as demanded by AWHO as a result of discrepancies observed during reconciliation/ audit of account pertaining to DU/plot allotted to me by AWHO.

(g) I am bound to and will become member of the Welfare Maintenance Society.

(h) I will pay my share of the cost of maintenance and upkeep of the plot/DU stair cases and the surrounding areas as determined from time to time by the concerned Welfare Maintenance Society.

(j) Ground rent, Municipal Taxes and charges for water supply and sewage disposal will be paid by me, when due, to the Welfare Maintenance Society or the authority concerned.

(k) When required to do so by the AWHO, I will get a Conveyance Deed or Sub Lease, as the case may be registered with the concerned authority at my cost and expense.

(l) After the Sub Lease or the Conveyance/Title Deed is registered, I undertake to deposit the said deed with the Loaning Agency concerned from whom I have taken loan.

(m) That I accept, agree and undertake to abide by the Rules published in the Master Brochure Jul 87 (as amended) from time to time, and the conditions of allotment as laid down in the booking/allotment letter, applicable to this flat/DU/plot.

(n) That I will not sell / transfer / assign / gift the allotted plot / dwelling unit to a third party without prior NOC from AWHO / Civil Authority. This will also apply to my heirs, successors, executors and administrators. **However, I am aware that transfer of AWHO property through Gift Deed is permitted only to legal heirs of the allottee by allottees who have retired from service incl Retd JCOs/OR.** After transfer of property through GIFT Deed, the allottees will not be eligible as PRIORITY-1 registrant in any future AWHO project. Also Gift Deed by serving allottees is NOT permitted.

4. I accept that it will be open to AWHO to cancel the allotment and resume the possession of the plot/flat/DU, if I fail to fulfill the undertaking given herein, above.

Signed by me at _____ on _____ day of _____ Two thousand and _____

(Signature of the allottee)

Regn No _____

In presence of :-

1. Witness No 1 Signature
(Name and Address)

2. Witness No 2 Signature
(Name and Address)

<p>Affix a latest colour photograph of the allottee duly notorised</p>
--

ATTESTED

Please Note : (To be given by the allottee on Non Judicial Stamp Paper of Rs 50/- or the value prescribed by the State Government where executed duly attested by 1st Class Magistrate/Notary Public, Notarial Stamp of Rs 5/- must be affixed on the same if the same is attested by Notary Public). All pages must be signed by the allottee.

Appendix E

(Refer to Para 21 of Handing / Taking over Instructions, VIP Road Kolkata (Ph II) project.

GENERAL INSTRUCTIONS

1. **Disposal of Original Conveyance Deeds.** Original Conveyance Deed of the DU on execution in respect of loanees shall be handed over by the Project Director to the allottees/loanees. The Project Director will obtain an undertaking as per instructions issued vide this HQ letter No B/03015/AWHO/Policy/Regn/Loan dated 02 Dec 2003, (specimen attached as **Annexure-I**) from the allottees prior to handing over the Original Conveyance Deed. The allottees (loanees only) will ensure that the original copy of the Conveyance Deeds of the DUs are handed over to their loaning agencies within 60 days from the date of its execution/registration and an ink signed copy of receipt so obtained from their loaning agencies is sent to Deputy Director (Loan & Liaison) of this HQ with a copy to the Project Director. In all other cases, the original Conveyance Deeds of the DU shall be retained by the allottees.

2. **Loaning Agencies.** The allottees may now get in touch with the loaning agencies concerned for the purpose of releasing the final instalment as shown in the Statement of Accounts in keeping with revised probable date of completion (PDC). It is advisable that the allottee gives the minimum required notice to release the final instalment. The delay in release of loan will not exempt the allottee from payment of interest in case the instalment is not paid by the due date. Please note that date of receipt of Demand Draft from loaning agency in this office will be treated as date of receipt of payment. It may be noted that the loaning agency will release the final loan instalment only on the following conditions :-

- (a) There are no pre-EMI dues.
- (b) Allottees have paid their share of the cost of dwelling unit minus amount of loan.
- (c) Submission of all original receipts of payments made to AWHO.
- (d) Submission of Allotment letter-cum-Handing/taking over instruction and statement of accounts both in original.

3. **General Conditions.** Allottee's attention is drawn once again to the following specific provisions as stipulated in the allotment letter / AWHO Master Brochure Jul 87 (as amended) :-

- (a) **Additions / Alterations.** No allottee will be entitled to sub divide the dwelling unit including ancillaries or amalgamate it with any other dwelling unit or make any additions / alterations to it without prior permission in writing from AWHO. No tempering is permitted with columns, beams, slabs etc.
- (b) **Disposal of Property - Before Possession of Dwelling Unit.** Sale of allotment / booking letter or of right in the property in any manner whatsoever prior to taking possession of the dwelling unit is not permitted.

(c) **Disposal of Property - After Possession of Dwelling Unit.**

(i) No sale / transfer / assigning of dwelling unit to third party shall be affected by you, your heirs, successors, executors and administrators without prior permission in writing from AWHO. For details refer to Paras 80 to 84 of AWHO Master Brochure Jul 87 (as amended).

(ii) You will not sell / transfer, assign, mortgage, gift or otherwise part with possession of the whole or any part of the dwelling unit, including appurtenant land and car/scooter parking spaces without prior written permission of AWHO. In the event of sale / transfer being made without obtaining prior written permission of AWHO, such transfer will not be recognized and the allotment may be cancelled.

(iii) Whenever a Dwelling Unit is transferred with the permission of the AWHO and with the permission of any civil authority, which has control over the Area, the transferee shall be bound by all the covenants and conditions as are applicable to the original allottee in general and the aforesaid restrictions on re-sale in particular. The AWHO reserves the right in its absolute discretion to refuse permission for sale/transfer/assigning of DU. In case of violation of the above, the booking of DU will be cancelled.

(iv) Provided further that in the event of consent being given, AWHO may impose such other terms and conditions as it thinks fit and shall be entitled to claim and recover a sum of **Rs 10,000/-** as transfer fee (or the rates as applicable at the time of transfer), each from transferor and transferee, in addition to what the land allotting authority has a right to recover under the terms laid down by the authority.

(v) Retired personnel / civilian are permitted to transfer AWHO property through Gift Deed in favour of legal heirs only after obtaining NOC from AWHO. Such allottees their after will not be eligible as PRIORITY-I in any other future project. Gift Deed by serving personnel is NOT Permitted. IN this connection please refer to Para 80(f) of AWHO Master Brochure – Jul 1987 (as amended).

(d) **Property will be Handed Over on 'As-is-Where-is' Basis.** Dwelling units will be handed over on 'As-is-Where-is' basis, Refer to Para 70 of AWHO Master Brochure Jul 87 (as amended).

(e) **Use of Roof Terraces.** Allottees of flats will NOT have any exclusive rights to the use of roof terraces, since common pipelines, solar water heaters etc are installed on terraces. Only persons authorised by Society will be allowed access to terraces.

(f) **Letting Out.** You will have an option to let out the dwelling unit allotted to you as per Welfare Maintenance Society Bye-Laws. You will, however not give possession of the DU / flat allotted to you by virtue of any irrevocable power of attorney to any person.

(g) **Non Use of Commercial Purposes.** You will not use the property for any commercial purposes.

(h) **Municipal / Civil Taxes.** You will be personally responsible for payment of all Municipal / Civil Taxes as and when imposed by various authorities as applicable to the dwelling unit handed over to you, which you will pay directly or through the Welfare Maintenance Society as per procedure decided by you and the Society subsequently.

(j) **Compensation.** Any additional compensation for land demanded by State/Land Allotment Authorities or civil authorities on account of court decrees / Govt directions will have to be proportionately paid by you.

4. **Termination of Registration and Allotment of DUs Due to Various Defaults by the Allottees.** The management reserves the right to terminate the registration of allottees and cancel their booking / allotment without any notice for any of the following reasons :-

(a) In case of default in schedule of payment beyond 30 days.

(b) In case of non submission of mandatory legal documents ie Affidavit, Undertaking, Special Power of Attorney and photographs etc. within 120 days from the date of issue of this letter.

(c) In case of non taking over of DU beyond 120 days from date of issue of Clearance letter of the DU.

Note : In such cases, the refund of deposits will be processed under Para 47 to 50 of AWHO Master Brochure Jul 1987 (as amended). The following deductions will be made :-

(i) Rs. 25,000.00 / Rs. 20,000.00 / Rs. 10,000.00 as applicable.

(ii) Interest for the delayed period before termination, if any.

(iii) Care taking charges till the date of cancellation.

5. **Suppression of Information.** If it is found at any stage that you have got the allotment of the dwelling unit by suppression or by misrepresenting the facts, the allotment of the dwelling unit in your name is liable to be cancelled and penalty as stated in Rule 47 and 48 of AWHO Master Brochure Jul 87 (as amended) will be imposed. Declaration made in your application refers.

Appendix F

(Refer to Para 22 of Handing/Taking over Instructions, VIP Road Kolkata (Ph-II) project.

CHECK LIST FOR ALLOTTEES FOR TAKING OVER OF DWELLING UNITS ON RECEIPT OF HANDING TAKING OVER INSTRUCTIONS

1. For obtaining **Clearance letter** from HQ AWHO, allottees are required to take the following actions immediately on receipt of handing/taking over instructions letter :-

- (a) Make payment as per Final Statement of Accounts by one of the following modes:-
 - (i) Demand Draft.
 - (ii) Multi city cheque.
 - (iii) Bank A/c details for payment by RTGS/NEFT or Internet Banking. (If payment is made through RTGS/NEFT or internet banking, please intimate the transaction ID/UTRN to AWHO through Fax/e mail so that your payment can be linked and credited into your IRLA).
- (b) Forward the following documents by hand/Regd post/Speed post :-
 - (i) Two copies of your passport size coloured photographs duly signed by you on reverse and also attested by OC Unit/Secy DSS & A Board (Ref Para 8 of Handing/taking over Instrs).
 - (ii) Affidavit showing property status on Non-Judicial Stamp Paper worth Rs 20/- or as prescribed by the concerned State Govt duly attested by 1st Class Magistrate/Notary Public as per Appendix C (Ref Para 11 of Handing/ taking over Instrs).
 - (iii) An Undertaking certificate on Non-Judicial stamp paper worth Rs 50/- or as prescribed by the concerned State Govt duly attested by 1st Class Magistrate/Notary Public as per Appendix D. (Ref Para 11 of Handing/ taking over Instrs).
- (c) If allottee is unable to take over the flat personally, he/she will forward the following documents in addition to documents mentioned above (Ref Para 9 of Handing/Taking Over Instrs):-
 - (i) Special Power of Attorney (SPA) as per Appendix B in favour of blood relations (ie spouse, son, daughter, legally adopted child, father, mother, brother and sister only) with a photograph of the Attorney affixed, duly executed on Rs 20/- non judicial stamp paper and notarized, bearing specimen signatures of the person authorized to take over the DU (ie Attorney).

- (ii) One photocopy of Special Power of Attorney mentioned above.
- (iii) Two passport size photographs of his/her Attorney duly attested by the allottee on the reverse of the photographs.
- (iv) Two passport size photographs of the allottee as mentioned in Para 1 (b) above.

2. To take over DU at the project site, the following documents/actions are required:-
- (a) Obtain confirmation from the Reception Centre at Project site/Project Director/site in-charge telephonically for taking over of DU and report to the project site on the date given by Project Director/his rep. Contact details have been given in the handing/taking over instrs and on the project website.
 - (b) **Clearance letter** issued by HQ AWHO to be presented to Project Director at the time of taking over of DU along with a copy of the **Statement of account** enclosed with ibid letter. You need not wait for the physical copy of clearance letter sent by post to you. A printout of the copy e-mailed to you can be presented instead.
 - (c) In case you have availed any housing loan, hand over the original Undertaking (for loanee) duly executed on non judicial stamp paper worth Rs 20/- duly attested by Notary Public as per Annex I of Appx E), to Project Director (Ref para 11 of Handing/taking over Instrs).
 - (d) Present your Identification papers (ie Identity Card/Discharge Certificate) to Project Director at the time of taking over of DU.

Annexure-I

(Refer to Para 1 of General Instructions;
Appendix E of Handing / Taking over Instructions,
VIP Road Kolkata (Ph-II) project.

TO BE TYPED ON STAMP PAPER OF Rs 20/- AND ATTESTED BY A NOTARY PUBLIC

UNDERTAKING

To

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

UNDERTAKING TO FURNISH THE INK SIGNED COPY OF RECEIPT OF FINANCIAL INSTITUTION AFTER DEPOSITING/HANDING OVER ORIGINAL SALE/CONVEYANCE/ SUBLEASE DEED BY THE BORROWER

Sir,

1. WHEREAS the undersigned is an owner of Dwelling Unit/Flat/Plot No _____
_____ Sector _____ Name of Project/Colony _____
Name of Town* State/UT _____ vide AWHO's
Membership No _____.
2. AND WHEREAS the undersigned has availed _____ (Here mention specific purpose for
which loan is taken) from _____ (Here mention the complete details of Financial Institution)
to the extent of Rs _____.
3. AND WHEREAS at the request and demand of the financial institution(s) mentioned herein
above, in order to secure the advance made by the said financial institutions(s), the undersigned
has requested AWHO to issue "Permission to Mortgage/Execute a Tripartite Agreement", contents
and terms where of the undersigned has read and understood.
4. AND WHEREAS the undersigned undertakes to hand over original copy of the
Sale/Conveyance/Sub Lease Deed of the DU allotted to me as the case may be, to the above
mentioned financial institution within a period of 60 days from the date of its execution/registration
with the Local Sub Registrar/Authority and also undertakes **to send an ink signed copy of
RECEIPT so obtained from the above mentioned financial institution immediately to AWHO,
New Delhi with a copy to the respective Project Director** for their records/information.
5. AND WHEREAS the undersigned declares that he/she shall not hold AWHO liable and
responsible for any delay in submission of original Sale/Conveyance/Sub Lease Deed to the above
mentioned financial institution at any stage.

Place :

Date :

Note : This undertaking is not required to be executed / submitted by the allottees who are
not loanees.