

ARMY WELFARE HOUSING ORGANISATION

RULES

AMENDMENTS OF MASTER BROCHURE JUL1987

(AS AMENDED UPTO 01 MAR 2016)

Certain amendments have been made in the present Master Brochure Jul 1987 (as amended upto 01 Mar 2016). The corrigendum of three pages amendments are pasted in last page of this Master Brochure (from fresh page 01 to 03). All rules laid down in the Master Brochure against the amended serials stand cancelled with effect from 01 Aug 2017. Fresh rules will be applicable as per amendments given in the corrigendum (attached) with application form. Parawise amendments are as under :-

Ser No	Paragraphs Amended & re-modified	Page No	Remarks
(a)	Para 11 (a) – Additional Dwelling Units in Same Project/Station.	01	
(b)	Para 12 (c) (v).	01	
(c)	Para12(d)(ii) of AWHO Master Brochure	01	
(d)	Para 12 (d) (iii) and (iv).	01	
(e)	Para 12 (d) (iii).	01	
(f)	Para 12 (d) (iv).	01	
(g)	Para 29A - Change of Station and Type of Dwelling Unit	01	
(h)	Para 42 – Modes of Payment (Option 'A' to Option 'C'	02	
(j)	A new Sub Sub Sub Para 58 (b) (ii) (aa) of AWHO Master Brochure.	02	
(k)	Para 61 - Allotment	02	
(l)	Para 75- Delay in Handing Over of the Dwelling Unit	03	
(m)	Para 75(a)-Adhoc Users Committee	03	
(n)	Para 76-Welfare Maintenance Societies-Registration of	03	
(o)	Para 78 – Duties of Welfare Maintenance Societies.	03	
(p)	Para 84–Mortgage of Property First Right of Refusal of AWHO	04	

AMENDMENTS OF MASTER BROCHURE JUL 1987
(AS AMENDED UPTO 01 MAR 2016)

1. **Para 11 (a) – Additional Dwelling Units in Same Project/ Station.** An additional dwelling unit may however be given to an allottee, at the discretion of AWHO, if the dwelling units in any of the AWHO schemes are surplus and provided he is also otherwise eligible. The allotment of a surplus DU/ plot will be done in a station other than a which the allottee has already been allotted a DU/ plot or in the same station/ project where the allottee has already been allotted a DU/ plot.
2. **Para 12 (c) (v).** Retired TA personnel who are pension holders for continuous embodied service or broken spells of qualifying service.
3. **Para 12 (d) (ii) of AWHO Master Brochure be amended as under:-**

"Air Force, Naval personnel and Indian Coast Guard (ICG) including their widows".
4. **Para 12(d) (iii) & (iv).** Following other eligible personnel categories be included :-

Para 12 (d) (iii). Other Para Military Personnel.

Para 12 (d) (iv). Civilian paid from Defence Service Estimate.
5. **Para 29A.** Irrespective of the above, upgradation of dwelling unit in the same project and in the same station will be permitted throughout the year. No charges will be levied for such cases. The date of seniority for change will be the date of receipt of application in AWHO and only one change is permitted either before or after issue of the booking letter and after draw for specific floor & parking spaces. Once the change has become effective, the registrant/ allottee will have no lien (including seniority) on the earlier dwelling unit. Any differential of amount because of upgradation will be paid to AWHO within 90 days of the change. No upgradation/change is permitted under any circumstance once the dwelling unit has been taken over by the allottee. In case of withdrawal after change over, the penalties for upgraded dwelling unit as per rules will be charged.

The upgradation will be allowed only in the following three cases. However in the case of Para 29A (a) below, i.e. after issue of booking letter, there should be an applicant on the waiting list for that particular category to accept the allotment of the dwelling unit which will become vacant due to the upgradation:-

- (a) From confirmed category in lower DU to confirmed allotment in any Higher DU.
- (b) From wait listed category in lower DU to confirmed allotment in Higher DU.
- (c) From wait listed category in lower DU to wait listed category in Higher DU.

6. **Para 42 – Modes of Payment.** Following options are available for payment :-

(a) **Option A.** Payments in online modes such as RTGS/ NEFT, Internet Banking is the preferred mode of remittance from members. The details to be furnished to the bank for effecting RTGS and NEFT remittances are displayed on AWHO Website which may also be obtained from HQ AWHO. After effecting RTGS/ NEFT/ Internet Banking remittances, members are requested to obtain the UTR number of the transaction from their banks and email details of remittance with the registration number on awho@awhosena.in for linking the payment in their respective accounts with AWHO. The format of details to be informed to AWHO is as under :-

- (i) Registration Number.
- (ii) UTR Number.
- (iii) Amount of remittance.
- (iv) Date of remittance.

(b) **Option B.** Payments can also be made by bank draft drawn on any branch of Delhi/ New Delhi in favour of Managing Director, AWHO. On the reverse of the draft, registration number, name of the registrant and contact number should be mentioned. In case of incomplete information, even when the drafts are received in time, allottees are vulnerable to payment of interest for the delayed period due to the linking of the draft. Drafts should be sent by registered post or in persons and in **no case through Couriers.**

(c) **Option C.** Multicity cheques will be accepted against acknowledgement. Receipt will be issued only after realization of the cheque through clearing/ transfer and credit in AWHO account. Members are advised to deposit cheques well in advance of the due date to allow time for collection and realization of the cheque amount. **CASH WILL NOT BE ACCEPTED IN ANY CASE.**

7. **A new Sub SubSub Para 58 (b) (ii) (aa) of AWHO Master Brochure be inserted as under:-**

“Widow quota will be merged into general category after one year from launch of project. Less one percent dwelling units subject to minimum one dwelling unit of each type of dwelling unit, which will be merged one month prior to issue of option letter”.

8. **Para 61.** On nearing completion of construction, dwelling units will be allotted by Numbers/Floors/Blocks to those who have paid the required instalments. Allotment will be made by draw of lots through a computer by an Allotment Committee. The names of those who have not paid the requisite instalments may not be included in the draw at the discretion of the Managing Director. The date of draw of dwelling units will be announced in advance in case of major schemes. The result of the draw will be intimated to all concerned by an allotment letter.

9. **Para 75 – Delay in Handing Over of the Dwelling Unit.** No compensation will be paid by AWHO to the allottees in case handing over of a dwelling unit is delayed for the reasons beyond the control of AWHO.

10. **Para 75 (a) – Adhoc Users Committee.** Adhoc Users Committee from the allottees of the project will be nominated by Project Director as a 'first step' towards formation of RWA. It will assist Project Director in facilities management (maint and security etc), finalise 'Bye laws' in consonance with local/ State rules within three months of its formation. Adhoc Users Committee shall also be responsible for getting the finalised bye laws legally vetted from HQ AWHO, liaise with local/ civic development authority for welfare of the residents and timely registration of RWA in a phased manner. It shall have regular meetings and minutes of same to be forwarded to HQ AWHO through Project Director. Adhoc Users Committee shall also prepare grounds for holding of early elections for RWA.

11. **Para 76 – Welfare Maintenance Societies–Registration of.** Those allotted dwelling units in a particular Project/ Colony will have to become members of its Welfare Maintenance Society registered under the Societies Registration Act XXI of 1860. ***Elections for the Welfare Maintenance Society may be conducted by AWHO when fifty per cent of the dwelling units have been taken over by the allottees.*** In accordance with the laws approved by the AWHO, the colony thereafter will be maintained, managed and administered by the Welfare Maintenance Society. Prior to the registration of the Welfare Maintenance Society, AWHO shall assist in the formation of Users Committee from among the allottees as a first step towards formation of the Welfare Maintenance Society through elections.

12. **Para 78 – Duties of Welfare Maintenance Societies.** AWHO will outsource the overall maintenance and running of all central amenities, services and security to a professional facilities management agency for the first one year. Cost of the outsourced service will be paid in advance by the allottees prior to obtaining the Clearance Certificates. The agency will be responsible for taking over all facilities from the contractor, getting all defects, if any, rectified by the contractor, keeping all facilities functional for one year and thereafter handing over the same to the Welfare Maintenance Society at the end of the contracted term. The Welfare Maintenance Societies will ~~thereafter~~ be responsible for maintaining all common services such as lifts, generators, water pumping sets, paths, parks, roads, gardens, general arboriculture, storm water drains, sewers, street lights, sanitation and sweeping of common stair cases, galleries and the like at the expense of its members. It shall also be responsible for the external repairs such as colour/ cement distempering, white washing as the case may be. It will pay all ground rents, fees and taxes for common facilities and collect all rents, stall age charge from shops and other community buildings. It will enter into such agreements with the AWHO as the later may prescribe.

13. **Para 84 – Mortgage of Property First Right of Refusal of AWHO.** No allottee shall mortgage/ create lien in any manner the dwelling unit for the purpose of securing any loan at any stage, except with the permission of the AWHO in writing. Further, if an allottee/loanee defaults over the payment of loan at any stage, the loaning agency shall not initiate legal action to recover the outstanding dues from the loanee without informing AWHO in writing. In such an eventuality, the loaning agency, shall without fail, offer AWHO first right to purchase the said dwelling unit provided the loaning agency taken over the physical possession from the defaulting allottee under SARFAESI Act. Only upon refusal of AWHO in writing to purchase the said Dwelling Unit, shall the loaning agency be entitled to take further course of action as permissible in law, however keeping AWHO informed in writing well in advance or on occurrence of all developments. Further, while doing so the loaning agency shall strictly abide by all existing Rules as laid down in AWHO Master Brochure Jul 1987 and any subsequent amendments that may be deemed necessary and come into force from time to time.



AWHO

ARMY WELFARE HOUSING ORGANISATION

**MASTER BROCHURE
JULY'87**

(As Amended upto 1st March 2016)

Book No.



Issued by:

**Army Welfare Housing Organisation
Kashmir House, Rajaji Marg
New Delhi-110 011**

**AWHO EPABX : 011 23792411/13/16
& 23012619
DD Liasion : 011 23014039
Fax : 011 23010599
E-mail : awho@awhosena.in
Website : www.awhosena.in**

Printed by : UK Printers & Stationers 9673659487

Rs. 100/-





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**MASTER BROCHURE
JULY'87**

(As Amended upto 1st March 2016)

Army Welfare Housing Organisation

Rules

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CHAPTER I

Preamble

1. These Rules have been framed by the Board of Management under powers vested in it by Para 12 of the Regulations of the Army Welfare Housing Organisation. These Rules will apply to those who have been registered under Master Brochure July 1987 as amended from time to time. Master Brochure March 1979 and Master Brochure July 1982 as amended from time to time have since been repealed.

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Short Title and Commencement

3. These Rules may be called the Army Welfare Housing Organisation Rules 1987 and have come into force from 01 July 87.

Aim

4. To promote appropriate housing schemes at various stations for serving and ex-servicemen within the Rules and Regulations of concerned civil authorities.

Definitions

5. For the purpose of these rules, notwithstanding anything else contained in any Act, Rules, Regulations, Bye-Laws for the time being in force, the following definitions will be in use:-

(a) **All Ranks** - Officers, Junior Commissioned Officers and Other Ranks who are in service in the Army on the date of application for registration.

(b) **Allotment** - Determination and intimation of a specific building plot, dwelling unit, servant quarter, car parking space or car garage, scooter parking space or scooter garage against booking of a registrant.

(c) **Allotment Letter** - A letter intimating to the allottee the specific dwelling unit number, floor number and block, determined against his booking.

(d) **Allottee** - A person to whom a dwelling unit in any scheme referred to in Chapter VI is booked in the manner prescribed in these rules. Allottee does not include a Wait Listed Registrant.



- (e) **Application** - An application in the prescribed form made to the Organisation for registration under these Rules.
- (f) **Board of Governors** - The apex decision making body constituted under regulations of the AWHO.
- (g) **Board of Management** - The Board of Management constituted under regulations of the AWHO.
- (h) **Booking Letter** - A letter intimating the registrant that he has been booked for a dwelling unit in a particular scheme. Booking letter does not amount to allocation of a specific dwelling unit in any scheme (s) applied to by the registrant. Financial liabilities of the registrant commences with the issue of this booking letter.
- (j) **Dwelling Unit (DU)** - A single storeyed dwelling unit, duplex type unit or a flat/ plot or any other type of flat / dwelling constructed in double or multi-storeyed building by the Organisation under any of the schemes.
- (k) **Executive Committee** - Executive Committee appointed by the Board of Management.
- (l) **Financing Cost** - This is the additional cost charged to an allottee who joins a project late to bring parity with the existing allottees to offset interest burden carried by the Organisation.
- (m) **Nominee** - A person appointed by name (as explained in para 24 (a) in Chapter III) by each registrant in the appropriate place in the application and who would on the demise of the registrant take over all the liabilities and the rights of the deceased registrant under these rules, as a custodian, unless there is a dispute about succession.
- (n) **Organisation** - The Army Welfare Housing Organisation registered as a Society under the Societies Registration Act, XXI of 1860 under certificate issued by the Registrar of Societies, Delhi.
- (o) **Registrant** - A person applying with registration fee to the Organisation for booking of a dwelling unit under these Rules, and his application having been accepted. Acceptance of an application for registration, does not amount to an offer of an allotment of a dwelling unit in any scheme (s) applied by the registrant.

- (p) **Registration** - Making entries in the Organisation's records of an application duly received, checked and accepted and given a registration number.
- (q) **Scheme** - Self-financing housing scheme formulated by the Organisation where registrants are required to make contributions towards cost of the dwelling units and pay full costs thereof, in advance of construction, at various intervals as per the announced payment schedule before the possession of the dwelling unit is given to them.
- (r) **Cost of Dwelling Unit** - Cost in respect of a dwelling unit which the allottee has to pay as determined by the Organisation prior to possession. Additional demands raised by the land allotting / any other authority even subsequent to the handing over of the possession of the dwelling unit will be borne by the allottee.
- (s) **Service Charges** - In relation to preparation of any documents made in pursuance of these rules.
- (t) **Jai Jawan Awas Yojna** - A Group Housing scheme for JCOs / OR.

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CHAPTER II

ELIGIBILITY

General

10. 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 state or a station by whatever description these may be known, would be over-riding and would prevail in respect of registration for a dwelling unit / plot in a station in that state.

11. The Organisation will give only one dwelling unit/plot to an eligible registrant. Any person who has been allotted a DU/plot by AWHO earlier in any scheme however will be eligible to apply for a DU/Plot in any new scheme after having disposed off his initially allotted DU and after a lapse of 10 years from the date of possession of his initial DU.

11A. An additional dwelling unit may however be given to an allottee, at the discretion of AWHO, if the dwelling units in any of the AWHO schemes are surplus and provided he is also otherwise eligible. This allotment of a surplus DU/plot will be done only in a station other than at which the allottee has already been allotted a DU / plot.

12. The following are eligible to apply:-

(a) Serving Personnel

- (i) All Ranks on regular terms of engagement at the time of acceptance of application.
- (ii) Short Service Commissioned Officers in the Army.
- (iii) Medical Officers who on getting commission become members of the Army Officers' Benevolent Fund and have not registered for / allotted a DU by AFNHB.
- (iv) Personnel of the Army Postal Service borne on the strength of the Army Postal Service at the time of the application and have rendered a minimum of ten years of service in the Army.
- (v) Personnel who have been embodied in the Territorial Army and have an aggregate of ten years embodied service.

DEHRADUN REGULAR & JJAY

(GAJENDER VIHAR) 665 DWELLING UNITS (INC 137 JJAY)



(b) Widows of All Ranks of Regular Army

- (i) Widows who are in receipt of family pension.
- (ii) Widows who re-marry a real brother of their deceased husband and are in receipt of family pension.
- (iii) War widows who re-marry any person and are in receipt of family pension.
- (iv) Widows who re-marry serving army personnel.
- (v) Widows of other eligible category other than Regular Army are not entitled to register for AWHO houses.

(c) Ex-Servicemen and Others

- (i) All Ranks of the Army released after having put in five years of service in the Army and not having been cashiered, dismissed or removed on disciplinary grounds regardless of receipt of pension or not.
- (ii) Battle casualties boarded out of service.
- (iii) Serving employees of AWHO who have rendered a minimum of ten years of service in the organisation. Employees who have retired/released from AWHO are not eligible.
- (iv) Personnel of the Army Postal Service who have retired directly from the Army Postal Service, after putting in minimum of ten years of service in the Army Postal Service, without reverting back to the parent cadre, and not having been cashiered, dismissed or removed from service on disciplinary grounds, regardless of receipt of pension or not. A certificate to this effect duly authenticated with seal and stamp from competent authorities (i.e APS Dte, Army HQ in case of offs and APS Records office in case of JCOs/OR) will be attached with the application form.

(d) Other Eligible Personnel- For the dwelling units declared surplus to the immediate requirements by the Organisation, the following are eligible in the order of preference as given below, provided that the individual renders a certificate/undertaking in the specimen affidavit at the time of

acceptance of his registration stating that "I have not been cashiered, dismissed or removed on disciplinary grounds from service or convicted by a Criminal Court on any account, (details to be given if any of these conditions are applicable to any applicant).

- (i) Assam Rifles and GREF personnel.
- (ii) Air Force and Naval personnel including widows from these services.
- (iii) Deleted.
- (iv) Deleted.
- (v) Deleted.

(e) Parents of Unmarried Fatal Battle Casualties and Unmarried Fatal Casualties.

- (i) Parents (NOK-Parent as intimated by AGs Branch) who are in receipt of family pension (within five years of demise of son/daughter).
- (ii) The eligibility conditions are amplified in Para 58 (b) (iv).

Amplification Notes to para 12

1. For the purpose of allotment, battle casualties boarded out from the service if otherwise eligible will be given preference.
2. Allotment and reservation of quota for ex-servicemen, widows and parents of unmarried fatal battle casualties will be governed as per provisions given in para 58.
3. Rules regarding ineligibility as applicable to servicemen / ex - servicemen will also be applicable to the categories mentioned in para 12(d) and (e) above.
4. Where both husband and wife are eligible, only one of them can apply.
5. Only Indian nationals are eligible to apply for AWHO dwelling units.

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CHAPTER III

SCHEMES

Housing Concept

15. (a) Subject to availability of land, dwelling units may be constructed on the concept of Group Housing, Row Housing, Flats, Multi-Storeyed Flats and Single Units.
- (b) Duly marked plots (developed or undeveloped) would also be allotted to registrants in the event of land being surplus to the requirements of the Organisation, subject to approval of local civil authorities controlling the land.

Types of Dwelling Units

16. Some or all of the following types of dwelling units shall be constructed depending upon the requirements and other statutory provisions of the Civil Authorities :-

- (a) Penthouses (Duplex Type) with total plinth area of approximately 2200-2400 sq ft.
- (b) Luxury Apartments with area from 1900 to 2200 sq ft comprising of four bedrooms and four bathrooms.
- (c) Super Deluxe Apartments with area from 1600 to 1900 sq ft comprising of three bedrooms and three bathrooms.
- (d) Deluxe Apartments with area from 1300 to 1600 sq ft comprising of three bedrooms and two/three bathrooms.
- (e) Modern Apartments with area from 1000 to 1300 sq ft comprising of two bedrooms and two bathrooms.
- (f) Small Family Apartments with area of 700 to 1000 sq ft comprising of one bedroom set with one bathroom.
- (g) Jai Jawan Awas Yojna Apartments with area as determined by AWHO.

16A. The details given in Para 16 above are only a guide. However, the types of dwelling units, their plinth areas, number of rooms, their sizes and specifications etc will be as advertised separately for each project. Similarly plots may also be offered for sale, for which instructions will be issued separately.



Plans and Specifications

17. Plans and specifications will generally be drawn up to conform to the type of dwelling units indicated above. These will conform to the statutory regulations/byelaws laid down by the civil authorities and the same shall have their approval. It will take into account specifications generally required by common engineering/local practices. Proper use will be made wherever possible to incorporate materials as per Indian Standards and as per local availability. These plans and specifications will generally be indicated through a Technical Brochure along with the Booking Letter. Details given in the technical brochure are only a guide and may be varied for individual stations to suit architectural, climatic, design requirements and availability of material during the planning and execution of the housing project.

Technical Brochure

18. Technical Brochure is issued along with the Booking Letter indicating all important details pertaining to construction. By and large, attempts will be made to adhere to the plans and specifications given in the Technical Brochure, but some changes may become inevitable and may have to be incorporated as deemed necessary during the planning and execution of the housing project. **Allottees will be required to accept DUs as finally constructed.**

Types of Schemes

19. There will be two types of Schemes viz Spot Scheme and Annual Registration. Dwelling units will be built only after the land has become available and sufficient number of applicants have been registered to make the construction economically viable.

20. **Spot Scheme.** As and when a project at a particular station has been finalised, a Spot Scheme will be announced. Registration for the scheme will be open for a period of three months. Where demand is more than availability, allotment will be made by a computerised draw.

21. **Annual Registration Scheme.** To fill up the residual vacancies of any Spot Scheme or to create waiting list as reserve for any project, Annual Registration Scheme may be announced. Registration will be open throughout the year. Booking as per availability will be on first come first serve basis.

22. The eligibility rules / conditions shall be as announced for the specific Spot Scheme. However, registrants to whom Booking Letters have already been issued by AWHO for any other scheme are ineligible to apply for the Spot Scheme. Applicants already registered with AWHO for any other scheme and now opting for Spot Scheme shall be considered at par with fresh applicants. Where demand is more than availability, allotment will be made by a computerised draw.



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24. Nomination

(a) Each registrant shall nominate from the following categories only in the space prescribed in the application form :-

- (i) Wife/husband
- (ii) Son/daughter
- (iii) Legally adopted child
- (iv) Parents, if the registrant does not have wife/husband, son/daughter or legally adopted child.

(b) Benefits accruing to the nominee from booking/allotment already issued, in respect of a plot or a dwelling unit, as the case may be, shall be transferred to the nominee as a custodian of the allottee's interest and liabilities under these rules. Allotment to the nominee shall however be subject to the provisions of Rules 10 and 11 of the Master Brochure.

(c) Where booking/allotment of a plot or dwelling unit has not been issued prior to demise of the registrant, the registration shall be transferred to the following categories :-

- (i) Widow.
- (ii) Anyone of the children/parents (in case the Allottee is unmarried), who is either serving in the Army or is otherwise eligible and fulfils the allotment criteria as specified in rule 12(d) for that particular scheme announced by AWHO.

(d) In cases where there is any contradiction between 'nomination' and 'Will' of the applicant/registrant/allottee, the one made at a later date will hold for transfer of AWHO dwelling units, subject to submission of legal documents by the above, surviving legal heirs.

(e) Where nominee fails to fulfill the aforesaid eligibility and allotment criteria, in such a case, the liability of AWHO shall be only to refund the deposits made by the registrant / allottee as the case may be.

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Provision to Apply in More Than One Concurrent Scheme

26. An applicant may apply in a maximum of two concurrent schemes. However, the following conditions will apply to those applicants who have applied in two schemes :-

- Separate applications should be submitted alongwith registration amount as applicable for each station/project.
- A distinct registration number will be allotted for each station/project. Separate seniority lists will also be maintained for each station/project.
- The applicant will be given an allotment in that station where his name comes up in the seniority list earlier. At this stage the applicant will not have the choice of declining the allotment stating that he/she would want an allotment in the other station/project applied for.
- On allotment of a DU, the registration for the second station/project will be automatically cancelled unless that station/project is also open for booking as an additional/second DU.

Submission of Application for Registration

27. Application for registration must be submitted on the application form (AH-30) which is included in the Master Brochure and which can be obtained from the office of the AWHO, South Hutmments, Kashmir House, Rajaji Marg, New Delhi - 110 011 or from the office of the Project Director, AWHO on payment of Rs. 50/-. Those desiring Master Brochures to be sent to them by post, must remit Rs. 60/- through postal order or demand draft made in favour of Managing Director, AWHO payable at Delhi / New Delhi. Application form can also be downloaded from the internet. The details for the same are available on our website - www.awhosena.in.

27A. Application form (AH-30) will be submitted along with the following documents *duly attested by the competent authority as per Para 28(a), (b) and (c) below :-*

- Copy of Release/Retirement order (in case of retired/reiring personnel).
- Copy of Pension Pay Order (PPO) (In case of retired personnel, widows and parents of unmarried Fatal Battle and Fatal Casualties).
- Copy of Death certificate (In case of widows and parents of unmarried Fatal Battle Casualties).
- Passport size photograph duly attested (To be pasted in the block earmarked on 1st page of AH-30)
- Bank draft for Application and Registration Fee as per type of dwelling unit (only one draft will be made).



28. The application form (AH-30) duly completed should be sent to the Managing Director, AWHO, Kashmir House, Rajaji Marg, New Delhi- 110 011 either by registered post or in person (but not through couriers) as under:-

- All serving Personnel** - Applications should be sent directly to the Managing Director, AWHO duly countersigned by their Commanding Officer / next superior officer in chain of command.
- Ex-Servicemen, Widows and Parents of Unmarried Fatal Battle or Unmarried Fatal Casualties** - Applications duly countersigned by Secretary, District Soldiers, Sailors and Airmen Board or any 1st class gazetted officer in Area HQ/Sub Area HQ/Station HQ under the seal of his office or by the SDM of the District (where residing) will be submitted directly to the Managing Director AWHO.
- Other Personnel** - Applications duly countersigned as under be sent to the Managing Director, AWHO:-
 - For Air Force and Naval personnel. : Commanding Officer / next superior officer in chain of command.
 - For employees of the AWHO. : Director (Adm)

Change of Station and Type of Dwelling Unit

29. Change of station and type of dwelling unit before booking letter is issued to registrants will be permitted throughout the year. After first change applied and accepted by the AWHO, the second change for the same applicant for a Specific Registration Number (See Para 26 (b)) will be allowed only after six months of first change.

29A. Irrespective of the above, upgradation of dwelling unit in the same project and in the same station will be permitted throughout the year. No charges will be levied for such cases. The date of seniority for change will be the date of receipt of application in AWHO and only one change is permitted either before or after issue of the booking letter. Once the change has become effective, the registrant/allottee will have no lien (including seniority) on the earlier dwelling unit. Any differential of amount because of upgradation will be paid to AWHO within 90 days of the change. No upgradation/change is permitted under any circumstance once the dwelling unit has been taken over by the allottee. In case of withdrawal after change over, the penalties for upgraded dwelling unit as per rules will be charged.



The upgradation will be allowed only in the following three cases. However in the case of Para 29A (a) below, i.e after issue of booking letter, there should be an applicant on the waiting list for that particular category to accept the allotment of the dwelling unit which will become vacant due to the upgradation:-

- (a) From confirmed category in lower DU to confirmed allotment in any Higher DU.
- (b) From wait listed category in lower DU to confirmed allotment in Higher DU.
- (c) From wait listed category in lower DU to wait listed category in Higher DU.

30. If a registrant dies, his widow, if a nominee, will be allotted a house in any station of her choice subject to availability and within the quota reserved for widows in that station.

Fixation of Seniority

31. Fixation of seniority will be as under:-

- (a) **Annual Registration** - On receipt of applications, seniority of registrants will be determined for each type of dwelling unit or each size of building plot on the basis of date of bank draft towards registration fee. Seniority of registrants with the same date of bank draft will be determined by draw of lots.
- (b) **Spot Scheme** - All registrants of Spot Schemes shall be initially treated at par. At the close of the Spot Scheme inter-se seniority will be determined by a draw of lots.
- (c) **On Change of Station / Type** - Inter-se seniority amongst the registrants asking for change will be re-fixed at the bottom of the waiting list for that station/type as on the date of receipt of the request by AWHO subject to its approval.

Carrying Forward of Seniority in the Same Station

32. On declaration of a Spot Scheme in a particular station, the wait-listed registrants of the previous project of the same station will be given preference over the fresh applicants. This will be a limited time offer and will be advertised for each scheme. If number of such registrants desiring to switch over is more than the number of DUs being planned, the allotment to them will be as per their wait-listed seniority of the previous project. In case an applicant joins the previous scheme during the currency of the new Spot Scheme, such applicant will not get any preference on transfer to the new scheme and he / she will be at par with the fresh applicants.



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(RAM PRAKASH VIHAR) 76 DWELLING UNITS

CHAPTER IV

PAYMENTS



Amounts and Time Schedule for Payment

33. Payments will be made as under :-

Along with the Application	Amount	Remarks
(a) Application Fee (Non-Refundable)	Rs. 500/-	
(b) Registration Fee	Rs. 30,000/- to Rs. 90,000/-	Depending upon the type and size of dwelling unit which will be specific to each project as per advertisement of the same.

Combined Schedule of Payments i.e Part Cost and Construction Cost

34 . Generally the Schedule of Payments will be as under:-

Instalments	Percentage	Due Date
1st	20% Cost of DU	3 months from the date of Booking Letter.
2nd	20% Cost of DU	6 months from the date of Booking Letter.
3rd	20% Cost of DU	12 months from the date of Booking Letter.
4th	20% Cost of DU	18 months from the date of Booking Letter.
5th	15% Cost of DU	24 months from the date of Booking Letter.
6th	5% Cost of DU plus escalation if any and cost of parking	3 months before possession of DU.



Part Cost

35. In projects where substantial amount of funds towards part cost have been invested by the AWHO, the share of allottees towards the part cost may be recovered prior to the commencement of construction as under :-

Instalment	Percentage	
1st	34% of Part Cost (less registration amount)	2 months from the date of Booking Letter.
2nd	33% of Part Cost	4 months from the date of Booking Letter.
3rd	33% of Part Cost	6 months from the date of Booking Letter.

Note :- Depending on the size, cost and duration of the project, the above payment schedules as per paras 34 & 35 may be revised both in terms of percentage as well as time period.

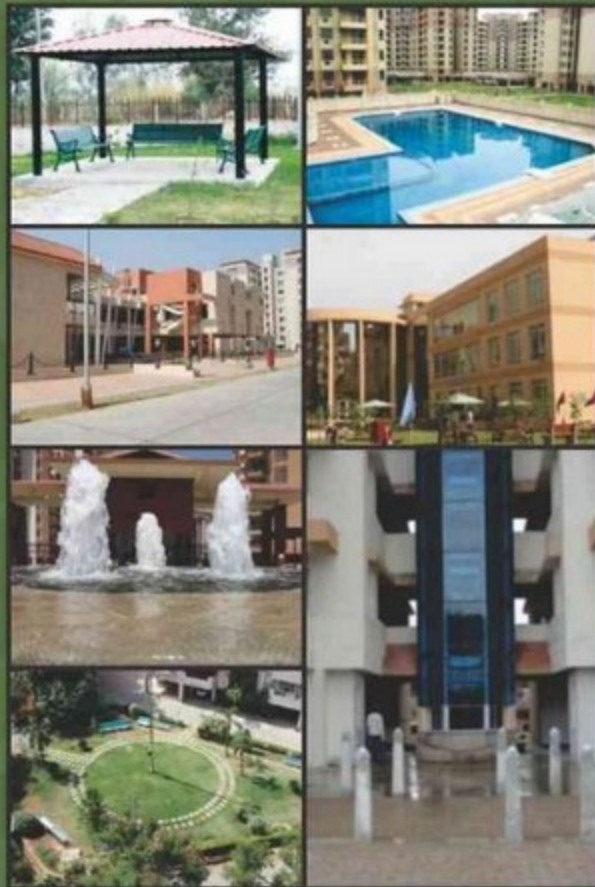
Schedule of Payment

35 A. The payment schedule for late allottees due to surrenders / cancellations of Dwelling units by original allottees will be suitably modified to keep abreast with the payments being made by the original allottees. Since it is difficult to predict the stage at which cancellations / surrenders from original allottees may take place, the affected late allottees will be given option to pay the entire amount due upto that period within 5 months as for ready built dwelling units, or pay the revised cost within a maximum period of 8 months after upgrading the cost by adding financing cost as per rules.

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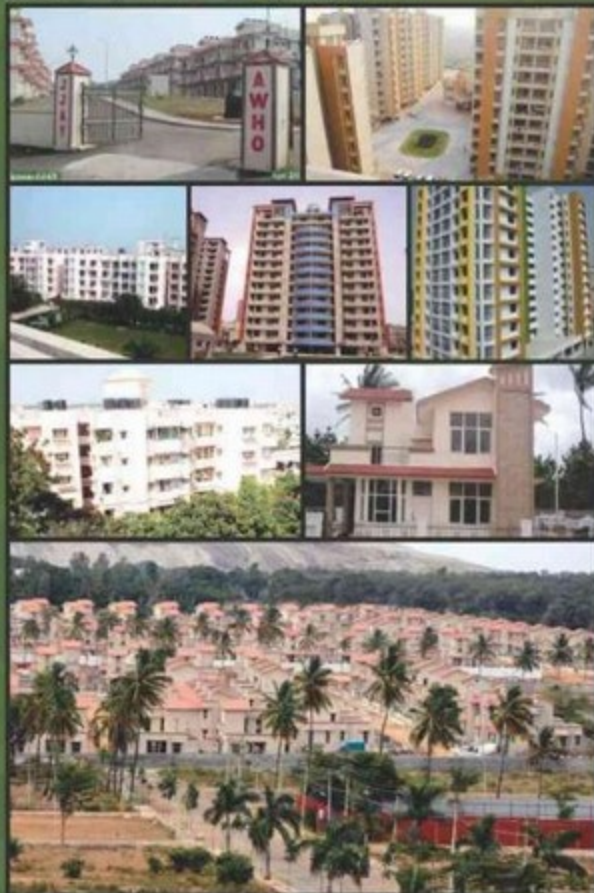


AMENITIES



19

COMPLETED PROJECTS



20



Payment Schedule for Ready Built Dwelling Units or Building Plots

37. Payments will be made as below :-

Instalment	Percentage	Due Date
1st	50% (less amount already paid)	within 3 months from the date of issue of Booking Letter.
2nd	50%	within 5 months from the date of issue of Booking Letter.

Booking Letters

38. The Booking Letter will indicate the tentative cost of dwelling units. The exact cost of the dwelling unit will be indicated through the statement of account on allotment of the specific unit. Final cost of same type of units in same general area may vary due to price differential on account of compound areas for ground floor, terraces / balconies for upper floors as also preferential locations like corner plots or flats overlooking gardens etc or any other inter-se benefits.

Financing Cost

39. Financing cost will be charged as applicable at the percentage to be decided by the Executive Committee from time to time.

Changes in Payment Schedule

40. Though every effort will be made to indicate the price of dwelling units as accurately as possible but due to market trends and general escalation in the prices, the final cost may vary. In that case, the difference may be recovered / refunded through a separate intimation. Adjustment in payment schedule may be necessitated, commensurate with the progress of construction.

Interest on Delayed Payments

41. After registration and issue of Booking Letter, the instalments as above will be paid when these are due. No separate intimation other than the Booking Letter will be given. If any instalment is not paid by the due date, interest, @ 10% p.a. as presently applicable, (subject to change by Executive Committee) for the



period of delay will be charged. AWHO reserves the right whether to accept delayed payments or not. Therefore it is in the interest of allottees to seek prior approval of MD, AWHO for delayed payment of an instalment for a short duration. The registration may also be terminated and deposits made till then will be refunded in accordance with the rules for withdrawal/termination.

Mode of Payment

42. All payments will be made by Bank Draft on any Bank in Delhi/New Delhi drawn in favour of Managing Director, Army Welfare Housing Organisation. The Bank Draft should be endorsed "Payee's A/C only". Cheques or Cash will not be accepted. On the reverse of the draft, registration number and name of the registrants should be endorsed alongwith the station for which registered. In case of incomplete information even when drafts are received in time, allottees may be vulnerable to payment of interest for the delayed period due to lack of linking of the draft. Such drafts be sent by registered post or in person but not through couriers.

Payment of Interest by AWHO

43. (a) **Annual Registration** - Registration fee from registrants under the Annual Registration Scheme will carry simple interest @ 5% p.a. The interest will be admissible from FIRST of the month following the receipt of application up to the END of the month preceding the issue of Booking Letter.
- (b) **Spot-Scheme** - In the case of fresh registrants under the Spot Scheme, Registration Fee will earn simple interest @ 3.5% p.a. for one year or till issue of Booking Letter whichever is earlier. If the Booking Letter is not issued within one year, interest rate thereafter will be 5% p.a. till the date of issue of Booking Letter. Interest will be calculated as given in para 43 (a) above.
- (c) **Interest Adjustment** - Interest will be adjusted against the payment due if any and will not be paid in cash/cheque. If no payment is due, then the interest so calculated will be refunded and paid through a separate cheque after physical handing over of the dwelling unit to the allottee.
- (d) No interest will be paid on the registration amount of a registrant who withdraws his registration prior to the issue of Booking Letter in less than one year from the date of registration.



- (e) Since AWHO executes housing projects on self financing basis no interest shall be paid by AWHO to the allottees on the instalments paid towards the cost of the dwelling units after issue of the booking letter.

Rebate

44. A rebate of 1 percent on the amount of any instalment towards the cost of dwelling unit will be admissible if payment (in full) is made by the due date or earlier. If the total price of DU is paid within 80 days of issue of Booking Letter, a rebate of 4% on the cost of dwelling unit as indicated in the Booking Letter, less the registration amount, will be given. If after having paid the First Instalment, the allottee desires to pay the balance amount in full, he will be given a rebate of 3% on the balance cost of dwelling unit, if the payment is made within 150 days from the date of issue of Booking Letter. However, 4% and 3% rebate for down payment will not be admissible to those allottees who are issued Booking Letters later against withdrawals, cancellations or residual vacancies if any i.e after the issue of Booking Letters to initial allottees at commencement of the project. The above rebates are admissible only if the instalments/amounts due are paid in full on or before the due date and not for any part payments.

45. Once an allottee has availed rebate applicable for down payment as given at para 44 above, he is not eligible for one percent rebate as applicable for timely payment of instalments. Also he will not be eligible for further 1% rebate on timely payment of the difference between the estimated cost as indicated in the Booking Letter and the final cost as indicated in the Statement of Accounts.



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CHAPTER V

WITHDRAWAL AND TERMINATION

Premature Withdrawals

46. Registrants may withdraw prematurely prior to the issue of Booking Letter subject to the following conditions :-

- (a) A registrant should give sufficient notice for withdrawal but not less than two months. For the purpose of intimation of withdrawal the date of receipt of letter in AWHO will be the governing date.
- (b) 2% handling charges on the amount of Registration Fee will be deducted.
- (c) No interest will be paid on the registration amount if the withdrawal is within one year of registration.

Withdrawal After Issue of Booking Letter

47. In case an allottee withdraws after the Booking Letter for a dwelling unit or plot has been issued or the booking/allotment is cancelled due to default of allottee, he/she shall be liable to forfeit amount as given below:-

- (a) SFA, MDA & equivalent - Rs. 10,000/-
(One and two bedrooms)
- (b) DXA, EA, SDA & equivalent - Rs. 20,000/-
(Three bedrooms)
- (c) LXA/DA, Penthouses & DSUs - Rs. 25,000/-
(Four bedrooms and above)

48. Interest on delayed payments due as per schedule will be recovered in addition to the sum as indicated above.

49. Balance amount due after deduction will be refunded only after the dwelling unit has been re-allotted and payment due to AWHO has been made by new allottee or expiry of six months whichever is earlier.

50. Any interest or rebate as payable under the rules shall also be refunded. No interest is admissible on the instalment paid after issue of Booking Letter.

Reinstatement of Registration

51. Once withdrawal from registration has been approved and an intimation to this effect issued to the applicant, his / her name would be considered to have been removed from the list of registrants irrespective of the fact whether or not the refund of the amount deposited by the said registrant has been made. No reinstatement is permissible.

Termination of Registration / Allotment

52. 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 i.e affidavit, undertaking, Special Power of Attorney and Photographs etc within 120 days from the date of letter giving offer of possession to the allottee.
- (c) In case of non-taking over of the DU beyond 120 days from the date of issue of clearance letter of the DU.

Note :- In such cases the refund of deposits will be processed under paras 47 to 50.

Deferment

53. Deferment of booking / allotment of a dwelling unit is not permissible under the rules.

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CHAPTER VI

ALLOCATION OF DWELLING UNITS

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(b) Widows, Parents of Unmarried Fatal Battle or Unmarried Fatal Casualties and Recently Retired or Retiring Personnel.

(i) **Recently Retired or Retiring Personnel.** Up to three percent dwelling units of each type in a particular project or scheme will be reserved for the category of personnel who have either retired within six months from the date of application or those expected to retire within one year period from the date of application. Booking will be offered by a draw of lots in case the demand is more than the availability. The retired or retiring Army personnel so eligible must forward alongwith their application a copy of retirement order or pension payment order. This reservation is not applicable to all ranks proceeding on premature release/retirement. Reservation of three percent Quota is applicable only for registration in Spot Scheme and is not applicable for Annual Registration Scheme.

(ii) **Widows** Up to three percent dwelling units of each type in a particular project or scheme will be reserved for widows and parents of unmarried fatal battle and fatal casualties and booking will be offered by a draw of lots in case the demand is more than the availability. For being considered against the reserved quota a widow must apply within five years of the demise of her husband. However, widows above 65 years of age on the date of application shall not be eligible for allotment of DUs under this rule. The date of receipt of application in HQ AWHQ will be taken into account for reckoning the cut off age of 65 years. Further, in case of gallantry awardees of Param Vir Chakra and Ashok Chakra there will be no restriction of age/time limit for applying for a DU. They will be considered on PRIORITY. However, the maximum number of vacancies for widows of these gallantry awardees in a single project will be restricted to two vacancies.

(iii) As proof of date of birth of the widow, a photocopy of any of the following certificates duly attested by the competent authority as per Para 28 (b) will be attached with the application form :-

- (aa) School leaving certificate
- (ab) Middle class certificate
- (ac) Matriculation certificate
- (ad) Birth certificate issued by Municipality (however, mere extract of registration of birth will not be accepted)

LUDHIANA DUGRI ROAD
(BHUSHAN VIHAR) 170 DWELLING UNITS



- (ae) ECHS card
- (af) Passport

(iv) **Parents of Unmarried Fatal Battle or Unmarried Fatal Casualties** - Parents of unmarried Fatal Battle Casualties will also be eligible for preferential allotment of an AWHO Dwelling Unit in any station of their choice subject to availability. Allotment will be governed by the following criteria:-

(aa) Parents of unmarried fatal battle and fatal casualties should apply for preferential allotment of a Dwelling Unit within five years of demise of their son/daughter.

(ab) The allotment will be made from the three percent reserved widow quota as mentioned in Para 58 (b) (ii) above. Booking will be offered by a draw of lots in case the demand is more than the available DUs. Balance cases will form part of general category in their order as listed by the computerised draw.

(ac) The parents of deceased personnel should otherwise be eligible in all other respects as per AWHO bye-laws and laws of the land allotment authority.

(ad) In case the parents of the deceased personnel are already original allottees of an AWHO Dwelling Unit, they will not be eligible for allotment of another DU under this reserved quota.

(ae) Application form should be forwarded alongwith the attested photocopy of battle casualty return notified by Army HQs (AG's Branch) in case of officers and concerned Records Offices in case of JCOs/OR and Death Certificate and Pension Payment Order (PPO) issued by CDA (P), Allahabad. The Parents mentioned as NOK in the intimation received from AG's Branch will only be eligible for allotment of the Dwelling Unit.

(af) Parents of unmarried fatal battle and fatal casualties will be allotted a dwelling unit only once by the AWHO. They will not be eligible for applying for another AWHO unit again if the Dwelling Unit so allotted is transferred/sold.

(ag) Applications received from Parents after five years of demise of their son/daughter will be considered in the general quota.

(c) **Others** - Allocation will be made in order of their seniority in the scheme, fixed in accordance with Para 31 ibid.



(d) **Allocation for Spot Schemes** - Allocation for Spot Schemes will be done by draw of lots. In case where quota system is introduced within a Spot Scheme, allocation up to the authorised percentage will also be done by draw of lots separately for each quota with greater weightage for the Army. Registration Fee (alongwith interest if any) less handling charges of 2% will be returned to the unsuccessful registrants.

Making up the Registration Fee

59. An individual will not be entitled for allocation without payment of complete registration fee as prescribed in Para 33 ibid.

Booking Letter

60. After allocation of dwelling units is finalised, the Organisation will issue a Booking Letter under registered/AD at the last recorded address of the allottee. The Booking Letter will not indicate the details like block, floor and number of the dwelling unit booked. This will be decided subsequently. Booking Letter will indicate either the estimated cost or the estimated part cost of the dwelling unit and payment schedule thereof, as the case may be. The registrant will acknowledge this letter within the stipulated period as per the Booking Letter. Non rendering of acknowledgment by the registrant will not in any way invalidate the booking of the dwelling unit as per Booking Letter.

Allotment

61. On nearing completion of construction, dwelling units will be allotted by Numbers/Floors/Blocks to those who have paid the required instalments. Allotment will be made by draw of lots through a computer by an Allotment Committee. The names of those who have not paid the requisite instalments may not be included in the draw at the discretion of the Managing Director. The date of draw of dwelling units will be announced in advance in case of major schemes. The result of the draw will be intimated to all concerned by an allotment letter. No request for a change of the dwelling unit allotted will be entertained except through mutual exchange.

Mutual Exchange

62. Mutual exchange can be permitted by MD, AWHO at his discretion on application from the allottees. Mutual exchange is a privilege given to an allottee and implies only the exchange of units. It does not entail any financial adjustment.



Mutual exchange can be done under the following circumstances.

- (a) Consequent to issue of Booking Letter.
- (b) Consequent to issue of Allotment Letter but prior to possession of dwelling unit.

63. Mutual exchange will be considered only when both allottees requesting mutual exchange have paid all instalments with interest on delayed payments if any, for their respective dwelling units as on the date of application of mutual exchange.

64. On approval of mutual exchange, the allottees shall be deemed to be fresh allottees and finance cost as applicable will be charged through Final Statement of Accounts.

Allotment of Specific Floor to Battle Casualties

65. Preference for allotment of specific floor will be given only to an allottee who is a battle casualty having 100 percent disability and is covered by the provisions of liberalised pension conditions in terms of Govt. of India, Ministry of Defence, letter No. 1 (5)/89D (PEN-C) dated 02 Nov 95. No requests for preferential allotment of floor from any other allottees suffering from disabilities, howsoever acute, on medical grounds or any other grounds will be entertained.

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**JAIPUR JAI JAWAN AWAS YOJANA
(RAKESH VIHAR) 168 DWELLING UNITS**

CHAPTER VII



POSSESSION OF DWELLING UNITS

When Entitled

68. An allottee shall be given possession of his/her dwelling unit given in the Allotment Letter only on completion of the following :-

- (a) Has paid all dues demanded.
- (b) Has paid service charges if any.
- (c) Has submitted the required affidavits.
- (d) Has complied with all the Rules and Regulations of the Organisation.
- (e) Has paid all dues, as on the date of possession, of the loaning agencies in case he/she has taken loan from any loaning agencies and has insured the dwelling unit against fire etc.
- (f) Has become a member of User's/Maintenance Society of Allottees.
- (g) Has given an undertaking that any future demand for marginal adjustment in development cost, court/arbitration awards etc. will be honoured.

69. Organisation may at its discretion, on a written request from the Allottee, give possession on such conditions as it may stipulate before instruments of transfer are executed and registered.

Property to be Handed Over On "as-is-where-is" Basis

70. AWHO has to execute construction through a number of contracts. Specifications and plans are drawn up conforming to Indian Standards and as per National Building Codes. Within the constraints of functioning, utmost efforts will be made to ensure completion of projects conforming to the plans and specifications laid down with proper quality control. Therefore the dwelling units will be offered on "as-is-where-is" basis, subject to certification by the Project Manager and Consultant Architect. Under the circumstances the Organisation will not entertain any request for additions/alterations or any complaint whatsoever regarding the design and structural work, quality of material used, workmanship or any other variations/ defects.



Additions/Alterations

71. No Allottee shall be entitled to sub-divide the dwelling unit including ancillaries or amalgamate it with any other dwelling unit, or make any addition or alteration to it, without prior permission in writing of the AWHO/concerned civil authorities.

Encroachment

72. Portions of land/areas not allotted in the residential scheme have either been allotted to some one else or kept reserved for common use and services which shall be managed by the respective project owners Welfare Maintenance Society. The Allottees shall in no way encroach upon the common portion and services. All unauthorised occupation/encroachment are liable to be removed at their cost.

Suppression of Information

73. If at any stage it gets revealed that an allottee has got the allotment of the dwelling unit by suppressing or by misrepresenting facts the allotment of the dwelling unit is liable to be cancelled and levies recovered vide para 47, 48 and 49 ibid.

Delay in handing over of the Dwelling Unit

74. No compensation will be paid by AWHO to the allottee in case handing over of a dwelling unit is delayed for the reasons beyond the control of AWHO.

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CHAPTER VIII

FUTURE MANAGEMENT AND MAINTENANCE OF PROJECT/COLONIES

Welfare Maintenance Societies - Registration of

76. Those allotted dwelling units in a particular Project/Colony will have to become members of its Welfare Maintenance Society registered under the Societies Registration Act XXI of 1860. In accordance with the laws approved by the AWHO, the colony thereafter will be maintained, managed and administered by the Welfare Maintenance Society. Prior to the registration of the Welfare Maintenance Society, AWHO shall assist in the formation of Users Committee from among the allottees as a first step towards formation of the Welfare Maintenance Society through elections.

77. If the allottees fail to form and register a Welfare Maintenance Society, the AWHO will pull out of the project after expiry of one year from the completion of the dwelling units without any responsibility to make arrangements for running of the services.

Duties of Welfare Maintenance Societies

78. The Welfare Maintenance Societies will be responsible for maintaining all common services such as lifts, generators, water pumping sets, paths, parks, roads, gardens, general arboriculture, storm water drains, sewers, street lights, sanitation and sweeping of common stair cases, galleries and the like at the expense of its members. It shall also be responsible for the external repairs such as colour/cement distempering, white washing as the case may be. It will pay all ground rents, fees and taxes for common facilities and collect all rents, stallage charge from shops and other community buildings. It will enter into such agreements with the AWHO as the latter may prescribe.

Liabilities of the Allottees

79. Each allottee shall :-

- (a) Become a member of the Users Committee or registered Welfare Maintenance Society, whichever is established in his project colony before taking over possession of the dwelling unit.



- (b) Insure the dwelling unit against fire either singly or collectively with other allottees and keep the insurance current at all times.
- (c) Regularly pay ground rent as assessed from time to time.
- (d) Pay Municipal Taxes directly to the authority concerned.
- (e) Pay water / electricity charges directly to the appropriate authorities.

Disposal of Property

80 No Sale/Transfer/assigning of a dwelling unit will be effected by the allottee (including ex-servicemen and widows) his heirs, successors, executors and administrators without prior permission in writing of the AWHO. Unless there are legal encumbrances of the AWHO, such permission may be granted only if the following terms are fulfilled:-

- (a) The allottee proposes to transfer his dwelling unit only to the same eligible category, as applicable during initial allotment, prior to the commencement of registration of the dwelling units (subject to conditions as applicable in various states). Once registration of the dwelling units has commenced no transfer is to be allowed.
- (b) After possession, no allottee is to be permitted to sell his dwelling unit until after five years from the date of possession of the dwelling unit.
- (c) The sale of Dwelling Units by allottee is to be restricted only to Army personnel, exactly as per the terms and conditions of eligibility and applicability as announced during the launching of the project.
- (d) In exceptional circumstances, distress sale by the allottee may be permitted to Assam Rifles, GREF, Air Force and Naval Personnel with specific permission in writing from AWHO. It will include sale by the heirs after the demise of an allottee.
- (e) Aforesaid rules, relating to disposal of AWHO property shall be applicable to the sale/transfer/assignment of a dwelling unit planned by AWHO after 01 Jan 2014.
- (f) Transfer of AWHO Property Through Gift Deed - 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 thereafter will not be eligible as Priority 1 in any other future project. Gift Deed by serving personnel is NOT permitted

81. Whenever a dwelling unit is transferred in any manner whatsoever with the permission of the AWHO, the transferee shall also be bound by 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 the sale of a dwelling unit.

82. In case of unauthorised sale/transfer/assigning of a dwelling unit by an allottee to a third party comes to the notice of the AWHO, the AWHO reserves the right in its absolute discretion to cancel the allotment of such dwelling unit to the original allottee and to take over the possession of such a dwelling unit.

83. Provided further that in the event of consent being given, the AWHO may impose such terms and conditions as it thinks fit, and shall be entitled to charge a transfer fee of Rs. 10,000/- each from the transferor and the transferee or the amount as approved by the Executive Committee in addition to what the principal lessor has a right to recover under the terms of principal lease entered into between the AWHO and the principal lessor. In case of mutual exchange of dwelling units, Rs. 1000/- each only will be charged as transfer fee from both the transferor and transferee.

84. No allottee shall mortgage/pawn the dwelling unit for the purpose of securing any loan at any stage, except with the permission of the AWHO in writing.

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CHAPTER IX

DISPUTES

Arbitration

89. All matters of disputes, differences relating to the registration, booking, allotment and cancellation, and in all such other matters as are incidental to these and are likely to affect the mutual rights, interests, privileges, claims of the Registrant vis-a-vis the Organisation, may be referred to the Chairman of the Organisation, who shall appoint a sole arbitrator under the provisions of the Arbitration and Conciliation Act 1996 and/or such provisions as may be amended from time to time, whose award shall be final and binding on both the parties. The arbitration proceedings shall be held in Delhi only regardless of where the property under dispute is located.

90. Appointment of an arbitrator will not be objected to on the grounds that he is subordinate to the Chairman, is a member of the Board of Management or Executive Committee or is a registrant of the Organisation.

91. 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 possession of dwelling unit. Possession will not be given till the arbitration proceedings are complete.

92. No request for arbitration will be entertained by the Chairman unless he is convinced that the dispute warrants recourse to arbitration.

Court Cases

93. The registrants/ allottees can only take recourse to Courts if they have exhausted all avenues of redress including arbitration provided in these rules.

Organisation to Sue and be Sued in the Name of Managing Director

94. The Organisation being a Registered Society shall sue and be sued in the name of Managing Director. No other officer of the Society or any member of the Board of Management or Executive Committee shall be a party to any legal proceedings.



Suits Where to be Filed

95. All suits and legal proceedings of any kind against the Organisation shall be instituted in the appropriate court in Delhi notwithstanding the location of the property which may be the subject matter of the dispute.

Notice of Suits to be Given

96. No suit or any legal proceedings of any kind shall be instituted against the Organisation unless a notice in writing has been delivered to the Organisation 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.

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CHAPTER X MISCELLANEOUS

Liability of the Organisation

99. The Organisation is not bound to provide a dwelling unit to a registrant at his / her station of choice or in the time schedule indicated in the rules. In case of its inability to provide a dwelling unit in choice station of the registrants, the Organisation's only liability would be to refund the deposits in full together with interest as per rules less 2% Handling Charges of the Registration Amount, and the Application Fee.

Final Acceptance of Application

100. Managing Director, AWHO reserves the right for final acceptance of an application made to the Organisation for booking of a dwelling unit and his decision in the matter shall be conclusive and final.

Interpretation of Rules

101. Interpretation of the Rules as given by the Managing Director would be final and binding on the applicants/registrants and no appeal / representation against it would lie with any other authority nor his decision in the matter of booking and allotment of dwelling units, servants quarters and garages etc would be open to appeal/representation.

Modification

102. The Board of Management/Executive Committee has the right to alter, add or to delete any rules partly or wholly and modify, cancel or introduce any scheme from time to time in any manner as considered necessary by it.

Applicability of Other Rules

103. In addition to the rules contained herein, allottees shall also be bound by such rules as may be contained in the Advertisement, Technical Brochure, Booking Letters, Letter of Allotment and such letters / circulars issued by AWHO from time to time relating to a specific housing project.

104. BLANK.

