14.1.3. RWA is to be formed by all the EWS allottees within one year of allotment of the flats. All the allottees need to be member of such an RWA of EWS allottees at the time of taking possession of the flats. Once the RWA is formed for the EWS housing, the above funds shall be handover to RWA immediately for future maintenance of the housing. RWA shall be formed and regulated as per the provisions of DDA (Management and Disposal of Housing Estates) Regulations, 1968.

14.2. Every allottee shall be required to become a member of the Registered Agency/Association of Apartment Owners to be formed for the purpose of maintenance of common portions and common services for these housing pockets, in accordance with the provisions of any of the applicable laws and also of the DDA (Management and Disposal of Housing Estates) Regulations, 1968 as amended upto date. Only one RWA will be registered for one pocket which will be considered as one Housing Estate. All allottees of each pocket shall mandatorily have to become member of the concerned RWA.

14.3. The individual flat owners will be fully responsible for all internal maintenance of their flats after they take over the possession.

14.4. Day to day maintenance including maintenance of green areas, cleanliness of campus/colony/ housing pocket, replacement of light fittings in common areas, maintenance and operation of lifts, payment of electricity bill for common areas etc. will be the responsibility of concerned RWA.

15. MIS-REPRESENTATION OR SUPPRESSION OF FACTS: -

15.1. If at any time before or after the allotment or even after the registration of sale deed, it is established that the applicant was not eligible & entitled or has falsely claimed any benefit of any specific category or has given false affidavit/information including quoting wrong PAN number or suppressed any material fact at any time whatsoever, the application/allotment and even the sale deed will be rejected/cancelled summarily without issuing any show cause notice for the same and the entire amount deposited by the allottee will be forfeited.

15.2 This would be without prejudice to DDA's/DE's right to take such other action as may be permissible in law, including lodging a police complaint/FIR for misrepresentation to a Govt. Authority, etc.

16. POSSESSION OF FLATS: -

16.1. The allottee shall be entitled to take possession only after he/she has paid all the dues and completed all the requisite formalities, and furnished/executed all the required documents mentioned in the scheme brochure /the demand-cum-allotment letter/required by DE.

16.2. Possession letter will be issued by the DE.

16.3. After issuance of Possession letter, allottee has to take physical possession from the DE. If the allottee does not take possession of the flat within 3 months from the date of issue of possession letter, he/she shall be liable to pay watch and ward charges at the rate of Rs. 1000/- p.m. beyond the period of 3 months from the date of issue of possession letter.

16.4. The flats are being offered on "as is where basis" as developed/constructed by concerned DE. DDA will neither be liable for any sort of deficiency nor inadequacy nor shall it entertain any request for providing any sort of amenities nor fittings nor for additions nor alterations nor any complaints of whatsoever nature with respect to any sort of defects, inadequacy, lack of fitting & service etc. DDA shall also not entertain a complaint about price of flat, its design, and the quality of material used, workmanship or any other defects. All the desirous applicants are advised to properly inspect the flat in all manners and to do their due diligence for all purposes before applying for allotment.

17. SALE DEED: -

17.1 The DE will execute sale deed in respect of such flats directly in favour of the allottees.

17.2 There shall be a lock-in period of five years, from the date of taking over physical possession, on further sale/purchase of EWS flats by allottees to ensure the benefits of the allotment under EWS quota are enjoyed by the intended beneficiaries and the speculation in respect of these flats is curbed.

17.3 The expenditure on e-stamping and other expenses on account of registration of Sale Deed with the Registrar, etc. in this regard shall be borne by the allottee.

17.4 In the event of death of the original allottee prior to execution of sale deed, the sale deed shall be executed in favour of the legal heir(s) of the original allottee subject to completion of all sort of codal formalities.

18. STATUS OF THE ALLOTTEE: -

18.1. All allotments shall be made on free hold basis. However, the title shall be transferred only when the Sale Deed is executed in favor of the allottee and it is registered in the office of the sub-Registrar, GNCTD. For Persons with Benchmark Disabilities (Divyangjan), Sale Deed will be executed after realization of entire price of flat along with interest and other dues, if any, in case they choose to get allotment on hire purchase basis.

19. INSPECTION OF FLAT: -

19.1. The applicants are advised to visit the site and inspect the flats and satisfy themselves with regard to location, size and price of flats before applying under this scheme. As all the information is disclosed before applying for the flat, DDA/DE shall not entertain a complaint about price of flat, its design, and the quality of material used, workmanship or any other defects.

19.2. The following official(s) of DE may be contacted for facilitation in inspection of flats:

Name of concerned & Contact No.
Mr. Mandeep Rathee (Manager) Phone: 9289976250 (between 10:00 AM and 5:00 PM on all working days)

19.3. A dedicated Call Centre will also start functioning at Vikas Sadan from the date of launch of the Scheme, for resolving the issues/queries of general public, if any.

20. BENEFICIAL ALLOTMENT FOR DIVYANGJANS: -

20.1. 5% reservation for Persons with Benchmark Disabilities (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016.

20.2. Attempt shall be made to make allotment of flats to Persons with Benchmark Disabilities (Divyangjan) at ground floor. However, no claim for any specific flat shall be entertained by DDA and there is no surety of allotment on ground floor.

20.3. The allotment of Flat belonging to Persons with Benchmark Disabilities (Divyangjan) as defined in Section 37(a) of the Rights of persons with Disabilities Act, 2016 will have two options of payment i.e., allotment on hire purchase basis or on cash down basis. The initial payment in case of hire purchase allotment would be 25% of the total price. Rest of the amount would be taken in monthly instalments over a period up to 15 years. The rate of interest charged is simple interest @10% p.a. on monthly reducing balance

20.4. A 5% rebate in the price, subject to a maximum of Rs. 2.50 lakh (Rupees Two Lakh Fifty Thousand), will be given to such allottees who are allotted flats under the above quota. The other conditions of allotment will remain the same. The sale deed papers will be executed in the name of the original allottees only.

20.5. The letter of allotment of such flats would specifically state that alienation of possession of the flat prior to 15 years, or payment of the price of the flat with interest and other dues, whichever is earlier, from the delivery of possession to the allottee would result in automatic cancellation of the flat, and under no circumstances such cancellation would be withdrawn, except where exemption from the 15-year lock-in period is granted under the following conditions:

a) PwBD allottees who have opted for cash-down payment may be granted exemption from the lock-in period of 15 years, subject to their applying for conversion of the property into freehold and payment of the applicable charges.

b) PwBD allottees who have opted for hire-purchase may also be granted exemption from the lock-in period of 15 years, subject to their applying for conversion into freehold and payment of the balance amount of the cost of the flat as applicable on the date of application, along with other applicable charges.

20.6. **In addition, the Sale Deed for all such cases would also include the following specific clause which would be included in the letter of allotment itself and the allottee should by way of affidavit specifically agree to the same being a part of the Sale deed before the possession of the flat is delivered to the allottee.**

"That the allottee shall neither sell nor execute any sort of Agreement-to- Sell nor part with possession of the whole or any part of the flat before the expiry of 15 years from the date of actual delivery of possession by DE or until payment of the full disposal price together with interest and all other dues, whichever is earlier. To that extent, the title in the property shall be deemed to continue to vest in DE. It is further agreed that, in the event of any breach of the terms and conditions of the allotment or of the Sale Deed by the allottee, the Sale Deed shall become invalid and liable to be declared void, and DE shall be entitled to resume possession of the demised property in accordance with law."

20.7. In case the allottee dies prior to the expiry of the stated period of 15 years, his/her legal representatives and heirs shall also be bound to honour the stated condition and shall be entitled to occupy the said flat.

20.8. The concession shall be applicable only to the persons who come within the meaning of benchmark disability as defined in the Rights of

Persons with Disabilities Act, 2016 and are duly certified as such by a Medical Board.

20.9. The permissible benefit under this clause will be given only to those applicants who have applied under Persons with Benchmark Disabilities (Divyangjan) category. If the flat is allotted under general category, the above benefit will not be extended to them in any case or manner whatsoever and they will neither claim such benefits nor any requests in this regard will be entertained by the DDA/DE.

21. OTHER GENERAL CONDITIONS: -

21.1. DDA reserves the right to alter any terms and conditions/clause of the Scheme brochure at its discretion as and when considered necessary.

21.2. DDA reserves the right to increase or decrease the number of flats on offer under the scheme. DDA also reserves the right to withdraw some/all flats depending on the circumstances.

21.3. The allotment under this scheme shall be on the terms and conditions contained in this brochure and Policy Guideline Circular dated 12.03.2025.

21.4. As per the provisions contained in Regulation 17 of the DDA (Management and Disposal of Housing Estates) Regulations, 1968, all rates, fees, taxes, charges, assessments of municipal taxes, and levies of whatsoever nature shall be borne by the allottee or the Registered Agency/Association of Apartment Owners, as the case may be, and shall be payable by the allottee or the Association of Apartment Owners/Registered Agency within the specified period.

21.5. All sorts of disputes pertaining to the scheme, allotment, cancellation, forfeiture of amount, pricing related disputes etc. shall be subject to the jurisdiction of the Courts of competent jurisdiction at New Delhi.

21.6. In all correspondence with DE regarding allotment and related matters, applicants are advised to quote their Application Number, File Number, etc. Such correspondence should be addressed to the concerned DE.

21.7. In case of any grievance, the applicant can contact Director (H)- I/Director (H)-II, Commissioner (Housing), Principal Commissioner (Housing) or the Vice Chairman, DDA during their Public Hearing days. However, on financial issues, the applicant is advised to first contact Financial Advisor (Housing), D-Block, 1st Floor, Vikas Sadan, New Delhi- 110023.

21.8. It is not possible to verify the eligibility of applicants at the time of accepting the application. Therefore, applicants are advised, in their own interest, to carefully read and understand the eligibility conditions before submitting their application. Applicants who do not meet the eligibility criteria will not be considered for allotment, if found ineligible at any later stage under the Scheme.

21.9. The Demand-cum-Allotment Letter shall be issued based on the information/documents provided by the applicant in the Application Form for allotment of a flat. If, at any stage, whether before or after the allotment or e v e n after the registration of the sale deed, it is found that the documents/information submitted are incorrect, false, or misleading, the allotment shall stand automatically cancelled without any prior notice and the sale deed shall become invalid, and no claim of the applicant shall be entertained in such cases. The entire amount paid, including the booking amount, shall be forfeited.