

**CENTRAL GOVERNMENT EMPLOYEES
WELFARE HOUSING ORGANISATION**

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GREATER NOIDA (PHASE-II) HOUSING SCHEME



SCHEME BROCHURE CGEWHO RULES, AGREEMENT FOR SALE & APPLICATION FORM

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PART A :GREATER NOIDA (PHASE II) HOUSING SCHEME

1. INTRODUCTION/BACKGROUND :

- i) The Central Government Employees Welfare Housing Organization (CGEWHO) is an autonomous body of Ministry of Housing & Urban Affairs, Government of India and registered under the Societies Registration Act of 1860, established to promote, control and coordinate the development of housing schemes at selected places, all over India, on 'no profit-no loss' and self-financing basis as a welfare measure. Recently Greater Noida Ph-I project consisting of 1794 DUs has been completed. Further, 2383 (Approx) dwelling units (DUs) are under various stages of planning and construction in cities like Chennai (TN), Kolkata (WB), Visakhapatnam and SAS Nagar Mohali (Punjab). Till date CGEWHO has completed successfully the following 33 Projects at various locations.

S.No.	SCHEME	NO OF UNITS
1 - 2	Chennai (Ph-I & II)	1096
3	Nerul, Navi Mumbai	384
4 - 5	Panchkula (Ph-I & II)	338
6 - 7	Kolkata (Ph-I & II)	1158
8-9	Noida, Sector-51 (Ph-I,II)	1200
10	Kharghar	1230
11-12	Gurgaon (Ph-I & II)	1940
13	Chandigarh	305
14	Bangalore	603
15-16-17	Hyderabad (Ph-I,II & III)	902
18	Kochi	43
19-20	Pune(Ph-I & II)	307
21-22-23	Noida, Sector-82 (Ph-III, IV & V)	2276
24	Ahmedabad	310
25-26	Jaipur (Ph-I&II)	756
27	Lucknow	130
28-29	Mohali (PH-I & II)	1218
30-31	Bhubaneswar (Ph-I & II)	496
32	Meerut (Ph-I)	90
33	Greater Noida (Phase-I)	1794
	TOTAL	16576

- ii) After successful completion of housing projects as mentioned above, CGEWHO is now launching its next housing scheme "Greater Noida (Phase II) Housing Scheme" at Kendriyavihar, Sector-P4, (Phi-2) Plot No. 7, Builder Area, PO Gurjinder Vihar, Greater Noida-201315, UP.
- iii) This brochure outlines 'Rules & Regulations' governing the "Greater Noida (Phase II) Housing Scheme" as per guidelines of the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017 along with format of 'Agreement for Sale' and Application Form'.

2 **Location:** The site is located at Kendriya Vihar, Sector-P4, (Phi-2) Plot No.-7, Builder Area, PO Gurjinder Vihar, Greater Noida-201315, UP. [Please refer to the location plan at cover page of this Brochure].

3. **CENTRAL/COMMON AMENITIES (PHASE I & II) (SCHEDULE - E)**

A Commercial Complex for daily needs, Nursing Home, Meditation/Religious Building, Nursery School, Community Centre, Outdoor sports facilities and Solid Waste Management System have already been constructed in the complex. Community Centre consists of a Multi-purpose Hall, Kitchen, Pantry, TV Lounge, Gymnasium, Kids Play Area, Swimming Pool, Changing Rooms, Toilets and Office for Apartment Owner's Association. These facilities shall be shared between Phase-I & Phase-II beneficiaries.

4. **TENTATIVE DETAILS OF DWELLING UNITS/FLATS:**

The project is planned with 336 nos of 4 BHK [D Type] dwelling units with connected central amenities. The details of the dwelling units are as under:

Accommodation in Type-D (4BHK) Dwelling Unit	Configuration	Carpet Area / Super Built-up Area [in sq.ft.]	Nos of Units	Non-refundable Processing Fees	Booking Amount {10% of cost of DU} (Rs.) (Excluding GST)		Total cost Excluding GST [*]
					Partial Booking Amount (EMD) to be paid along with Application	Balance to be paid on allotment of Dwelling Unit	
Drawing-cum Dining, Kitchen, Four Bedrooms, Four Toilets, Five Balconies with Two car parking spaces under basement of block/Ancillary Building	Basement + Stilt + 14 floors	1363 / 2100	336	4720	Rs.2,40,000/-	Rs.9,68,760/-	Rs.1,20,87,600/-
Limited additional Stilt Car Parking at the extra cost of @ ₹4,00,000/- (Excluding GST) is available on request of the applicant and this will be allotted through Draw of lots. *Note: The total cost does not include the following: i) The applicable GST will be charged extra. Presently the rate of GST is @5% ii) 1% for IFMS & 1% for advance Maintenance charges for one year, of the total cost of DU & cost of additional parking (If allotted) + applicable GST, will be charged extra, iii) Electricity meter, IGL/PNG connection, Sinking Fund, Prepaid Meter charges, and any other additional facilities.							

5. BASIC TECHNICAL SPECIFICATIONS:(SCHEDULE - D)

S NO.	BASIC SPECIFICATIONS	TYPE – D
A	Foundation	End bearing pile foundation and Stitch slab.
B	Structure	RCC framed structure. All masonry work shall be brick work
C	Internal Wall Finish	Acrylic Emulsion over white cement based putty.
D	External Wall Finish	Exterior weather proof texturepaint over a coat of primer with white cement-based putty.
E	General floor finish	Vitrified tiles shall be provided for drawing/dining, bedrooms.
F	Toilet/W.C./Balconies	Anti-skid polished glazed ceramic tile flooring and matching dado with tile.
G	Kitchen	Polished Glazed Vitrified tiles, granite counter top, Dual stainless steel sink and dado of glazed ceramic tiles above the kitchen platform.
H	Lobbies/Staircase Flooring	These shall be finished with Baroda Green/tiles and lift lobbies shall have cladding with granite tiles with overhead horizontal facia. Stilts and Basement finished with Vacuum dewatered cement concrete/Granite flooring for Driveway/Entrance wing.
I	Door-shutters and frames	Both sided prelaminated flush door shutters/Hard wood frame.
J	Window frames and shutters	All window shall have aluminum system windows with glazed and fly proof aluminum shutters.
K	Electrical	3 phase electrical connection with Modular Switches.
L	Sanitary fixtures	All dwelling units shall have quality sanitary fixture & fittings
M	Boundary Wall	Boundary wall with grill, main gate and wicket gates shall be provided for security of the premises.
N	Lighting, Fire Safety and Security	Lighting, fire safety and CCTV based security arrangements shall be provided for the complex.
O	Landscaping & Site development	Trees/ Shrubs of suitable type along with parks, pathways etc. shall be provided in the complex.

Note : Any major change in specification shall be informed to all beneficiary separately.

6. PAYMENT SCHEDULE:(SCHEDULE - C)

S. No.	Particulars	Amount	Stage
1	Partial booking amount (EMD) + Proc.Fees	EMD of ₹2,40,000/- plus ₹4720/-non-refundable processing fees.	On submission of application for booking of flat
2	Allotment	10% of total cost + GST at prevailing rate minus Partial Booking Amount (EMD)	Within 30 days from the date of issue of the allotment letter and before execution of agreement for sale
3	1 st Instalment	20% of total cost + GST at prevailing rate	On commencement of construction
4	2 nd Instalment	25% of total cost + GST at prevailing rate	On completion of 30% works in terms of financial progress
5	3 rd Instalment	25% of total cost + GST at prevailing rate	On completion of 55% works in terms of financial progress
6	4 th Instalment	20% of total cost + GST at prevailing rate	On completion of 80% works in terms of financial progress
7	5 th & Final Instalment	1) Cost of additional Parking(if allotted) + Applicable GST 2) 1% for IFMS & 1% for advance Maintenance charges for one year, of the total cost of DU & cost of additional parking (If allotted) + applicable GST. 3) Any other statutory charges/levies etc. if any	At the time of offer of handover of Dwelling Unit

Note :The prevailing rates of GST on

- Total cost of DU & additional Parking is 5%
- Advance Maintenance Charges is 18%

7. CONSTRUCTION SCHEDULE:

- i) Project work will be tentatively completed in **October-2027**, with grace period of one year.
- ii) While every effort will be made by the organization to ensure timely completion of the Projects, delays cannot be ruled out.
- iii) Delay in offering possession of the dwelling units on 'Force Majure' ground as defined in the UttarPradeshReal Estate (Regulation and Development) Act, 2017 [Para - 7] will prevail.
- iv) CGEWHO render services to its allottees/beneficiaries as welfare measure through self-financing method and 'No Profit No Loss' concept.

8. LOAN ARRANGEMENTS:

House Building Advance is admissible to Central Government Employees for acquiring houses from the CGEWHO, as per OM No. I.17011/11/(4)/2016-H.III dated 09.11.2017, issued by the then Ministry of Housing & Urban Affairs against mortgage of the property, in favor of the President of India.

Note : KINDLY CHECK THE LATEST ORDER OF GoI FOR APPLICANTS THOSE WANT TO AVAIL HBA FROM GOVERNMENT DEPARTMENT(S).THE RESPONSIBILITY OF GETTING THE LOAN SANCTIONED AND ITS DISBURSEMENT SHALL SOLELY BE THAT OF THE APPLICANT(S)/ ALLOTTEE(S) WHO SHALL BE SOLELY RESPONSIBLE FOR ANY DELAY IN PAYMENTS FOR WHATSOEVER REASONS.

9. SALE OF APPLICATIONS:

Interested applicants may obtain the 'CGEWHO SCHEME BROCHURE' containing Rules & Regulation, Agreement for Sale & Application form on payment of Rs. 500/- in cash or through Bank Draft in favour of "**CEO/CGEWHO**" payable at New Delhi, from any of the following: -

- i) By downloading from CGEWHO's official website (www.cgewho.in). In such a case, Rs.500/-may be added in partial booking amount (EMD) while applying towards cost of 'Greater Noida (Phase II) Scheme Brochure'.
- ii) CGEWHO's site office located at KendriyaVihar, Sector-P4, (Phi-2) Plot No. 7, Builder Area, PO Gurjinder Vihar, Greater Noida, UP.
- iii) CGEWHO's Head Office at 6th Floor, A-Wing, Janpath Bhawan, Janpath New Delhi-110001, For more information or clarification about Greater Noida (Phase II) Housing Scheme kindly contact the following or visit our website at "www.cgewho.in".

Site office :

Head office:

Mr.Raj Kumar Bhatia Mr. Roshan Kishore
(GM, Gr. Noida) M-7042280555

Asstt. Dir. (Admn.) M-9560022232

10. RECEIPT OF APPLICATIONS :

Duly completed applications will be received **ONLY**at the Head Office at New Delhi, either by post or by hand. Applications by hand can be deposited in the office on all the working days.

Scheme open fromw.e.f. 25th Feb. 2024 (Sunday) and Scheme Closes on 15th April 2024 (Monday)

11. REGISTRATION OF APPLICATIONS:

On scrutiny of the Application Form, the applicant(s) will be registered for a dwelling unit in the Scheme provided Application Form is complete in all respect. Incomplete application(s) is liable to be summarily rejected. CGEWHO will reserve the right to cancel registration or allotment at any stage without assigning any reason whatsoever.

12. CONFIRMATION OF BOOKING / ALLOTMENT:

After the receipt of application forms, complete in all respects, from all the eligible applicants, a 'draw of lots/allotment of specific DUs & parking' will be conducted, within **threemonths** of the formal closure of the scheme or extension thereof, in the presence of an officer nominated by Ministry of Housing & Urban Affairs. The date of the 'draw' and its result either will be intimated to all the applicants and/or web-published. Successful applicants will be given 'confirmation of booking' by issuing an Allotment letter and Executing 'Agreement for Sale'.

13. REFUNDS:

In case of over-subscription, refund to unsuccessful applicants will be made within forty-five working days from the date of draw, without any interest. In case of under-subscription and if applications are received less than 50% of dwelling unit(s) the refund will be made within six months from the closure of the scheme or extension thereof without interest.

14. AGREEMENT FOR SALE:

The Allottee will sign and deliver the Agreement for Sale with all the Schedules along with the payments due as stipulated in the Payment Plan **within 30 (Thirty) days** from the date of issue of Allotment Letter by CGEWHO and subsequently allottee will have to present for registration of the DUs before the concerned Sub-Registrar of Greater Noida.

15. IMPORTANT POINTS:

- i) Change of Address: All correspondence will be made with the applicants/beneficiaries on the address mentioned at Sl No.14 of the Application Form. Any change of address should be notified to the CGEWHO, New Delhi, in the format given at page 27 of Part 'D'.
- ii) In order to provide prompt and efficient service to the beneficiaries visiting our office, for deposit of applications, payment and with scheme enquiries, it will be entertained in our office on all working days.
- iii) Beneficiaries are advised to ensure that their Registration number and Name is mentioned correctly, while remitting payments and corresponding with this office.
- iv) Beneficiaries are requested to send their payments under a separate covering letter and not to club any of their queries like Change of Address, allotment of parking etc. in the same letter.
- v) Call-up notices for instalments, for all the schemes, are sent to all the confirmed beneficiaries and published in our website [i.e. www.cgewho.in], mentioning therein the last

date of payment. For payments received beyond the stipulated date, interest towards equalization charges becomes chargeable, as per Agreement for Sale. Waiver of Equalization Charges is not permissible and hence beneficiaries are advised NOT to enter into avoidable correspondence requesting for waiver of interest towards equalization charges.

- vi) Interest @10% per annum is charged for late payment of instalment (for exact no. of days). Interest is also charged to late joiners on all the instalments called for at the time of joining (from the respective dates of instalments) as stated above. In case of change from lower category to higher category, interest on differential amount is charged on each instalment.
- vii) Beneficiaries forwarding the Tripartite Agreement for availing HBA/ loan from BANKS./ Non-Banking Financial Institutions etc. are requested to forward one extra copy of the agreement. All copies should be signed by the beneficiaries and duly witnessed. One copy will be retained and the remaining copies, duly signed by the authorised signatory, will be sent back to the beneficiary.
 - a) No interest is paid to beneficiaries to whom confirmed allotment has been made.
 - b) No interest is paid when a beneficiary withdraws from a scheme. Simple interest is paid to waiting list applicants @10% per annum, provided they are on the waiting list for a minimum period of one year.
 - c) Waiting list applicants will not be entitled to interest if allotment made to them is not accepted. However, they will not be charged any cancellation charges till thirty days from date of issue of allotment letter.
 - d) No interest is paid in case the beneficiaries change from higher to lower category.
 - e) No interest is paid for early payment of instalment.
 - f) No interest is paid if the project is delayed due to Force Meajure reasons
 - g) Computation of Equalisation Charges (Debit/Credit) will be done at the sole discretion of the CGEWHO.
 - h) CGEWHO is providing a service to the beneficiaries within its minimum means and resources. So the organisation's liability towards the allotment of DUs shall be limited to refund of the amount deposited by the beneficiaries, in case the beneficiary is not satisfied with the quality of dwelling units being offered to him/er at the time of handing over possession of the dwelling unit/as well as for any delay in the project due to unavoidable circumstances, provided there is enough fund in the project account.
 - i) No compensation shall be admissible on any account or reason which may be noted by the applicants while applying for any of the CGEWHO's Housing Scheme.
- viii) Beneficiaries who are promoted from the waiting list will be charged equalization charges at the rate defined in the Agreement For Sale.

PART B :CGEWHO RULES

1. PREAMBLE:

- i) The Central Government Employees Welfare Housing Organization (CGEWHO) is an autonomous body of Ministry of Housing & Urban Affairs, Government of India and registered under the Societies Registration Act of 1860, established to promote, control and coordinate the development of housing schemes at selected places, all over India, on 'no profit-no loss' and self-financing basis as a welfare measure.
- ii) Its aim is to provide welfare housing service of quality to the members. The rules have been drawn up to give the members, serving and retired, a perception of the task and an understanding of the Organisation's commitment to them and their own obligations in this matter. Such a brochure cannot be all comprehensive. Applicants may, therefore, **contact the organisation's Head Office in New Delhi for clarifications.**

2. DEFINITIONS:

- I. **General Body'** means the list of Members given under Para 6 of the Memorandum of Association.
- II. **'Governing Council'** means the list of members given under Para 5 of the Memorandum of Association.
- III. **'CGEWHO'** means the Central Government Employees Welfare Housing Organisation.
- IV. **'Scheme'** means the 'self-financed housing project' announced by the CGEWHO.
- V. **' Dwelling Unit or DU'** means a single storey/duplex type/flat type of housing unit constructed in independent group housing or multi-storeyed construction or marked plots.
- VI. **'Beneficiary'** means an eligible applicant whose booking for a dwelling unit has been confirmed by the CGEWHO. Beneficiary allotted with specific dwelling unit be called allottee as well.
- VII. For the purpose of CGEWHO, a **Central Government Employee** is an individual who is appointed by or on behalf of the President of India and whose pension both charged and voted, is debit to the Consolidated Funds of India, or is under old/new Pension Scheme including the All-India Services officials. However, employees of 'State' and Union Territory Administration are not included. Further such Central Government employees who are eligible under similar Organisation like AWHO, AFNHB, IRWO are also NOT included.
- VIII. **'Society/AoA'** : means Society or Association of Allottee(s) formed by the beneficiaries of any CGEWHO's Project named as 'Kendriya Vihar'.
- IX. **'Kendriya Vihar'** : Complex developed by CGEWHO in any station named as Kendriya Vihar followed by station name [like Kendriya Vihar - Chennai, Kendriya Vihar - Kolkata, Kendriya Vihar - Noida, Kendriya Vihar - Gurgaon etc.]
- X. **'NOC or NDC'**: meant for No Objection Certificate or No Dues Certificate.
- XI. **'Parking'**: Space in the basement or stilt or garage for the sole purpose of parking of two/four-wheeler.
- XII. **SC / ST/ PwD** : stands for Scheduled Caste, Scheduled Tribe and Person with Disability.

XIII. **‘Agreement to Sale’:** The terms & conditions mentioned in the CGEWHO ‘Scheme Brochure’ and an undertaking/affidavit to abide by the CGEWHO Rules will form agreement to sale. However, a document towards ‘Agreement to Sale’ will be notarized or registered as per the Real Estate (Regulation and Development) Act, 2016 and rules framed by the respective state/UT.

3. ELIGIBILITY:

ELIGIBLE CATEGORIES:

PRIORITY- I

- I. **Central Government Employees:** Serving or retired Central Government Employees, who are covered by the definition as given at Para 2 (VII) of Part B of this Brochure, will be eligible.
- II. **Spouses of deceased employees:** Spouses of the deceased Central Government Employees or deceased retired employees would be eligible, if the deceased employee would have qualified by criteria (i) above.
- III. **Regular Employees of CGEWHO,** with a minimum of one year of service, will be eligible.
Note: 15%, 7.5% & 5% of the respective type of dwelling unit(s) will be reserved for scheduled caste, scheduled tribe & persons with disabilities of Priority-I applicants only as per CGEWHO Rule described in Part-B of this Brochure.

PRIORITY- II

- I. Employees in service of Central PSUs, State Government, Union Territory Administration, Autonomous Bodies, Corporations, Nationalised Banks etc.
- II. Serving uniformed employees of the Ministry of Defense and serving employees of Ministry of Railways.

PRIORITY - III

Those are not covered under Priority-I and Priority-II including General Public.

GENERAL CONDITIONS:

- i) The applicant and joint applicant must be citizen of India.
 - ii) She/he should have attained the age of majority i.e. an applicant should have completed 18 years of age as on the date of submitting the application.
 - iii) There is no income criterion. The applicants can apply according to their own requirement and affordability.
 - iv) The first/sole applicants should have an account in any bank and particulars of the account must be given in application form and a cancelled cheque of particular account should be enclosed.
 - v) Applicants must quote and enclose a copy of permanent account number (PAN) allotted under the provisions of Income Tax Act and the same must be quoted in the application form.
 - vi) In case of joint application under SC/ST reserved category, the joint applicant should be within the family (i.e. Spouse & Dependents relation including unmarried children).
 - vii) In case of joint application under deceased central government employees, persons with disabilities the applicant, himself or herself should fall within the categories and joint applicant should be from within the family. (i.e. Spouse & Dependents relation including unmarried children).
 - viii) Allotments shall be made in the order of priority.
4. **Reservation for Scheduled Caste(SC)/ Scheduled Tribe(ST)/ Person with Disability (PwD):** 15%, 7.5% & 5% of the dwelling unit/Apartment/Flat of all the types in all the housing schemes of CGEWHO will be reserved for SC, ST & PwD (who are appointed in the Central Government

on PwD quota as per Government of India Rules or become disabled during employment) applicants respectively, with a stipulation that there will be a minimum of one DU of each type in the reserved category and fractions, if any, will be rounded off to the nearest full number. The procedure adopted in such allotments shall be as under :

- i) In case of more number of applicants belonging to SC/ST/Person with Disability categories, after first conducting the draw for the reserved categories alone, unsuccessful applicants shall be considered in the draw for general category of applicants. Those who will succeed in the general draw will get a confirmed allotment, and the remaining applicants, if any, shall be placed on the general waiting list as well as the one created especially for the reserved category of applicants. However, in case of less number of applications than the number of DUs reserved, the balance DUs (after giving confirmed allotment to the applicants belonging to the reserved category) shall automatically stand de-reserved, and will be considered in the general draw.
- ii) The applicants desirous of being considered in the 'Reserved' category, will be required to submit an attested photocopy of the 'Caste'/'Disability' Certificate from the appropriate competent authority.
- iii) These 'Reservations' for SC/ST/PwD will be applicable to 'Priority I' applicants only. The reservation for Person with Disability will be applicable to all category of applicants.
- iv) The spill-over and unsubscribed dwelling units, if any, under SC/ST/Person with Disability quota shall be allotted (after exhausting of SC/ST/PwD waiting list) to eligible applicants under Priority I belonging to general category in order of seniority established from the date of receipt of application in CGEWHO. In case of two applications are received on same date than allotment shall be made in order of date of demand draft/ RTGS/ NEFT of Booking Amount, submitted/remitted with the application.

5. SPECIAL ELIGIBILITY CRITERIA:

- i) Where both husband and wife are eligible, both can apply with a stipulation that if both are declared successful, only one allotment can be retained by them. Surrendering the second allotment shall be the sole responsibility of both of them.
- ii) **Employees, serving or retired, owning residential property, in his/her, or in the name of his/her spouse in the city/town, i.e. Greater Noida, where the CGEWHO is planning a Scheme, will not be eligible for this Scheme.**
- iii) Individual will be generally entitled to only one dwelling unit under CGEWHO Schemes anywhere in the country. However, when the scheme is undersubscribed even after three advertisements and opened for General Public any individual can apply for the second dwelling unit if She/he is not owning any house/dwelling unit/Apartment/Flat from CGEWHO in that Municipal Limit of the city/town. Priority for this second dwelling unit shall be given in the order of preference in Eligibility Criteria i.e. Priority I shall be considered first.
- iv) An employee who has been dismissed from the service, would cease to be a beneficiary of the Scheme and will not be eligible to apply.

- v) Eligibility and other conditions attached to the allotment of land by the Municipal and Local Development Authorities, as applicable to such Scheme, would prevail.
- vi) The terms and conditions, as imposed by the Land Allotting Agency/Plans Approving Authority, in respect of cost, FAR, Bye-laws, eligibility etc, shall prevail and be binding on the beneficiary of the CGEWHO.

6. HOUSING CONCEPT:

Subject to availability of land, dwelling units and garages in single units, multiple units, row housing, multi-storied building, group housing or marked plots may be planned, subject to the approval of the local civic authorities. These plans will be announced as Scheme, as applicable.

7. TYPE OF HOUSES:

The CGEWHO may build houses or dwelling units or Apartments or flats of the following types : One bedroom units – Type A/L; Two bed-rooms units - Type B/M; Three bed-rooms units - Type C/N and Four bed-rooms units - Type D. These may be built with or without scooter/car garages/stilts. The design, the layout and the built-up area in each type may vary from place to place. More types may be added as per requirement of applicant and bye-laws of development authority.

8. OPTION TO CHANGE OF TYPE OF UNIT:

- i) There is no restriction for applying in any type of dwelling unit. The applicants can apply according to their own requirement and affordability.
- ii) Change of dwelling unit from one type to another type within the same scheme, can be entertained subject to payment of differential amount of Processing Fee and Application Money, as applicable subject to availability of vacancies in that particular type of dwelling unit. However, change to a lower type of category will not entitle the applicant for refund of differential Processing Fee but will entitle him for refund/appropriate adjustment of the differential Application Money paid.
- iii) Change from one scheme to another scheme is not permitted. For doing so, an applicant should first withdraw/ undertake to withdraw his allotment from the existing scheme and apply afresh in the new scheme, if s/he so desires. Mutual Exchange of DU's in the same scheme is permissible before registration of Agreement to Sale.
- iv) Request for change of DU from one type to another, within the same scheme, or change from one scheme to another, after physical possession of the originally allotted DU has been taken, are liable to be rejected. Further, in case the change as mentioned at sub-para (i) & (ii) above have been agreed to and implemented, it will be construed that the applicant had joined the revised type of DU/scheme from the very inception and all the payments received/yet to be received will be treated, accordingly. CGEWHO's decision in this regard shall be final and the beneficiary will not have any claim whatsoever.
- v) In case an existing beneficiary of the CGEWHO under any scheme, wishes to apply for the announced Housing Scheme, She/he may do so by paying the Processing Fee and Booking Amount and clearly stating in the 'Affidavit' the facts regarding his earlier registration with the CGEWHO. In the event of confirmed allotment under any Housing Scheme, the concerned beneficiary will have NOT to surrender any registrations since one applicant is eligible for allotment of two dwelling units in different station/location.
- vi) In case of under subscribed scheme, two dwelling unit(s) can be allotted to an individual member of an HUF or family at the discretion of the competent authority or as the case may be.

9. PLANS AND SPECIFICATIONS:

As per Para 5 of Part 'A' and Part 'C' of Scheme Brochure

10. TECHNICAL BROCHURE:

As per Part 'C' of Scheme Brochure

11. STATIONS:

Major building efforts of the CGEWHO will be concentrated in areas where there is concentration of Central Government employees. Other places may be added depending on availability of land and the likely demand.

12. EXTENSION OF CONSTRUCTION PERIOD:

The competent authority of the respective State/Union Territory may in reasonable circumstances, without default on the part of the CGEWHO, based on the facts of the case and for reasons recorded in writing, may consider extension of construction period as per Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017 and as amended from time to time.

13. HOW TO APPLY:

- i) The CGEWHO will announce the Scheme, giving location, station, types, Carpet area and tentative cost of each unit for inviting applications.
- ii) An eligible employee who desire to become a beneficiary, may obtain the CGEWHO Scheme Brochure along with Application Form from nominated office/Head Office, on payment of **Rs.500/-** in cash or through a bank draft drawn in favour of 'CEO, CGEWHO payable at New Delhi or the same may be downloaded from CGEWHO's website [i.e. www.cgewho.in], in that case, applicant will have to pay **Rs.500/-** along with Partial Booking Amount (EMD) and Non-refundable Processing Fee while submitting the application form in CGEWHO HQ at New Delhi.

The applicant should submit the following at CGEWHO HQ at New Delhi for further processing of application form for subscription of the DU.

- 1) Dully filled & signed application form duly forwarded by its employer (Applicable for Priority-I only) as defined mention at point no. 25 of Application Form.
- 2) Attested copy of Pay slip or copy of PPO duly self-attested [Not applicable for priority-III], AADHAR, PAN, Govt ID Card etc
- 3) Proof of payment of
 - a) Cost of Scheme Brochure of Rs.500/-.
 - b) Partial booking amount (EMD) of Rs. 2,40,000/-
 - c) Non-refundable processing fees of Rs. 4,720/- (Including GST@18%)
- 4) Affidavit as per the format as defined in CGEWHO scheme brochure Page 40,
- 5) PwD Form dully filled & signed (if applicable) as mention at Page 38-39,
- 6) Consent for additional parking shall also be submitted at the time of application for booking of DUs.
- 7) Signed copy of NOC for Greater Noida phase-III project (Future Expansion) in prescribed format given at page 45

The above amount may be paid through RTGS/DD in favour of 'CEO, CGEWHO payable at New Delhi, the details of bank a/c are given at para no.19 below.

After draw of Dwelling Units, the list of the successful applicants will be web published at CGEWHO website and the allotment letter will be issued. Accordingly, the successful applicants will have to pay the remaining “booking amount” i.e. 10% of the total cost of DU & cost of additional parking (if allotted) plus applicable GST minus partial booking amount, within 30 days from the date of the allotment letter.

14. REGISTRATION OF APPLICATIONS:

On scrutiny of the Application Form, the applicant(s) will be registered for a dwelling unit in the Scheme provided it is complete in all respect. Incomplete application(s) is liable to be summarily rejected. CGEWHO will reserve the right to cancel registration or allotment in later stages in event of non-crediting of Booking Amount paid along with the completed application.

15. CONFIRMATION OF BOOKING:

If the registered applicants for a given project exceed the number of dwelling units, a draw of lots will be held separately for each type of unit/ category of applicants. Successful applicants will be given 'confirmation of booking' by issuing an Allotment letter.

16. COST OF DWELLING UNITS:

As per Para 4(Part A) of Scheme Brochure

17. PAYMENT SCHEDULES:

Beneficiaries will be required to pay installment(s) on the 'Self-financing' basis as per payment plan. The payments will be made on call/ demand. CGEWHO reserve right to call/ demand any instalment /interest towards Equalisation Charges at any time, depending on physical/ financial progress/ status of the project as per Schedule “C” of Agreement for Sale.

18. CHARGES FOR LATE ENTRANT/ WAITLIST APPLICANT & DEFAULTER:

Interest towards equalization charges (as defined hereinafter) for defaulting period and defaulting amount in paying instalment beyond the last date of instalment. Equalisation charges at the same rate of Interest(as defined hereinafter) shall also be charged from the Allottees who has joined the scheme at later date, for the period from the last date of installment already called till the date of payment. **(INTEREST** shall mean amount to be paid towards equalisation charges on simple interest @10% p.a. plus applicable GST)

19. MODE OF PAYMENT:

Payments can be made through Demand Draft / Pay Order/ RTGS/ NEFT drawn on any Scheduled Bank payable at New Delhi, drawn in favour of the “**CEO/CGEWHO**”, Canara Bank duly endorsed 'payee A/c only'.

- (a) Account Name – CGEWHO Collection Account for GR. NOIDA (PHASE II) PROJECT
- (b) Account No. 120027055678
- (c) IFSC Code – CNRB0018778;
- (d) Bank – Canara Bank
- (e) Branch Name – Noida, Sector – 18 (Morna Branch) 201301

Payments in cash or cheque from individual account will not be accepted. However, Cheque from the Govt of India organization(s)/Employer(s)/ Bank(s)/Financial institution(s) will be accepted for those who are availing HBA/Housing loan.

Beneficiaries making payment through NEFT/RTGS are required to forward details through mail at cgewhoamt22@gmail.com in following format:

- | |
|--|
| <ul style="list-style-type: none"> • Name of the Beneficiary: • Registration Number of Scheme: • Date of Transfer : • Amount of Transfer : • UTR / Reference Number (generated / issued by bank from amount transferred) : • CGEWHO Account Number in which amount has transferred : |
|--|

20. PAYMENT OF INTEREST:

- i. No interest will be payable by the CGEWHO to the beneficiaries on any instalment paid after the confirmation of booking. Beneficiaries, to whom confirmed allotment has been made, shall also not be entitled to any interest on installments paid, in the event of cancellation/ withdrawal.
- ii. No interest will be payable by the CGEWHO on the Processing Fee, which is non-refundable.
- iii. No interest will be payable on Booking Amount paid along with the application.

21. ALLOTMENT OF SPECIFIC UNIT:

The allotment of block, floor, specific dwelling unit/Car Parking will be done after conduct of draw of lots and the results will be intimated to each beneficiary. The date of the 'draw' will be intimated to all the applicants, either individually and/or web-published. The 'draw' will be conducted by a committee in the presence of nominated member of Ministry of Housing & Urban Affairs. Allotments of a specific dwelling unit/Apartment/Flat and floor, as a result of the draw, shall be final and no requests for change shall be entertained.

RESERVATIONS as per the provision of Rights of Persons with Disabilities Act 2016 :

- i) *Reservation will be made upto 5% of ground/ lowest floor dwelling units/Apartments/Flats for the Persons with benchmark disabilities [i.e. not less than 40% disability] in CGEWHO's Housing Scheme.*

1. Physical Disability:

Locomotor disability	[Leprosy cured person, Cerebral palsy, Dwarfism, Muscular dystrophy, Acid attack victim as per section 2(zc) of the act]
Visual impairment	[Blindness, Low vision and as per section 2(zc) of the act]
Hearing impairment	[Deaf, Hard of hearing and as per section 2(zc) of the act]
Speech and Language disability	[Permanent disability as per section 2(zc) of the act]

2. Intellectual Disability:

Specific Learning disabilities	[as per section 2(zc) of the act]
Autism spectrum disorder	

3. Mental Disability/behaviour :

Mental illness	[as per section 2(zc) of the act]
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4. Neurological Disability :

Multiple sclerosis	[as per section 2(zc) of the act]
Parkinson's disease	
Haemophilia	
Thalassemia	
Sickle cell disease	

5. Multiple Disabilities:

- i) More than one of the above specified disabilities or any other category as may be notified by the Central Government: [as per section 2(zc) of the act]
- ii) Availability of the above facility is restricted only to the allottee and his/her dependent i.e. spouse/ children/ sister/ brother, if any.
- iii) Percentage of disability would be certified by the competent authority as per the prescribed format as defined in the Right of Persons with Disabilities Act 2016. Scrutiny for allotment(s) to PwD shall be done by an expert committee of doctor(s) headed by CMO/MS of a Government Hospital.

22. REBATE:

On joining of the scheme, if a beneficiary pays the total cost of dwelling unit within 90 days of the issue of the allotment letter, a rebate of 5% will be given on the amount which is yet to be called/demanded by CGEWHO from the beneficiaries of the scheme subject to approval of CEO/CGEWHO. However, upon completion of project the beneficiary shall be liable to pay final instalment as defined in the Schedule-C of Agreement for Sale.

23. LOAN ARRANGEMENTS:

House Building Advance is admissible to Central Government Employees for acquiring houses from the CGEWHO, as per OM No. I.17011/11/(4)/2016-H.III dated 09.11.2017, issued by the then Ministry of Housing & Urban Affairs against mortgage of the property, in favor of the President of India.

- i) Housing Building Advance (HBA) on first charge: Beneficiaries who are still in Central Government employment may be entitled to House Building Advance as admissible to Central Government employees in accordance with the rules of the Government of India.
- ii) Housing Loan on second charge: The CGEWHO will facilitate the beneficiary for taking housing loan from Nationalized Bank(s), and other financial institution(s) subject to execute necessary documents by the beneficiary on second mortgage. However, the sanctioning of loan cannot be guaranteed. The quantum of loan will, inter-alia, depend on the repaying capacity of the beneficiary and as per the norms of the bank/financial institution.

24. WITHDRAWAL FROM A SCHEME: As per clause 7.5 of Agreement for Sale

Beneficiary wishes to withdraw from a scheme, have to submit a written request to the CGEWHO, along with the following documents.

- a. Letter of allotment in original (if issued).
- b. Original receipt(s) issued by this office against the payment(s) made by the beneficiary
- c. No Objection Certificate (NOC) from his/her department, in case of House Building Advance or NOC from the lending bank/institution, in case of housing loan availed.
- d. Pre-receipt as per proforma placed at page-28 of Part-C or at download section of Website [www.cgewho.in].
- e. Cancelled cheque of his/her Bank Account or photocopy of the passbook showing the bank account no/its branch/IFS Code [*for transfer the amount electronically/digitally*];
- f. Cancellation of agreement for sale by the beneficiary at his/her cost.

Beneficiaries withdrawing from a scheme will not be refunded their Processing Fee & taxes/duties/levies deposited nor will they be entitled to any interest payment. Beneficiaries withdrawing will be required to pay withdrawal charges as per clause 7.5 of the Agreement for Sale. Such refund will be processed within 45 working days of the receipt of the request for withdrawal along with all required document(s), as stated above, subject to availability of funds in the project account. In case, CGEWHO pay back outstanding of lending bank/Financial Institution then date of receiving No Objection Certificate (NOC) or No Dues Certificate from lending Financial Institution will be taken as date of withdrawal from the scheme in lieu of date of receipt of withdrawal application from the beneficiary.

25. WITHDRAWAL and CANCELLATION CHARGES:As per clause 7.5 of Agreement of Sale.

STAGE	Withdrawal/Cancellation Charges
After release of advertisement for announcement of Greater Noida (Phase-II) Housing Scheme and before draw of lots.	Processing Fees only
After draw of lots for specific unit/ floor and before issue of Allotment Letters to successful applicants	Processing Fees + Partial Booking Amount (EMD)
After issuance of allotment letter & execution of Agreement for Sale	Processing Fees + Total Booking amount i.e. 10% of the total cost of DU & GST amount
Refund to unsuccessful applicants	Processing Fees will be deducted and the partial booking amount (EMD) will be refunded within 45 working days from the date of draw without any interest.
Note:- In case of under subscription, Scheme may be opened to Priority II/General Public on First Come First Serve basis.	

26. OFFER OF POSSESSION:

As per **Clause 7** of Agreement for Sale.

27. DELAY IN TAKING OVER POSSESSION OF UNIT:As per Clause 7.3 of Agreement for Sale.

The allotment of an individual who fails to take possession of the dwelling unit for three months after expiry of the notice period (in spite of making payment of following overhead charges per month or part thereof), shall be liable to be cancelled by the CEO, CGEWHO.

Type of Dwelling Unit/Flat	Monthly Overhead Charges(Excluding GST) (in Rs.)
D (4 BHK)	4,000.00

In addition to the above overhead charges the Allottee(s) shall be liable to pay the applicable maintenance charges.

Under special circumstances, such an allottee may approach the Chief Executive Officer, CGEWHO for an extension of this period which may be granted by the CEO as a special case for another maximum period of three months only.

In the event of a beneficiary failing to take physical possession of the dwelling unit within 12 months of issue of the final call up letter, in spite of having paid the overhead charges as mentioned above, the possession shall be given from the CGEWHO's Head Office only, and not from the site office, on 'as is-where is' basis. Further, in such a case any request for repairs, defect rectification etc. will not be entertained.

The beneficiary who takes the possession of their dwelling units after the notified last date of physical possession, are liable to pay the prescribed monthly overhead charges plus applicable GST to CGEWHO as mentioned above in addition to monthly up-keep & maintenance charges to its Association of allottees/Society.

28. HANDING OVER:As per **Clause 7** of Agreement for Sale.

The dwelling units will be offered on 'as-is-where-is' basis after the Contractor and Architect have certified their completion. However, defects and deficiencies observed by the beneficiaries at the time of handing over/taking over, may be recorded in the documents. These will be examined and rectified, wherever applicable, during the defect liability period as provisioned in Real Estate (Regulation and Development) Act, 2016.

29. MAINTENANCE OF THE KENDRIYA VIHAR COMPLEX:As per **Clause 11** of Agreement for Sale.

30. FORMATION OF AN APPARTMENT OWNERS' ASSOCIATION (AOA):

- i) CGEWHO will ensure the formation of an association or society or co-operative society, as the case may be, of the allottee(s) or a federation of the same, by conducting an election that will administer the colony, to look after its maintenance, attend to common amenities/facilities and provide guidelines for civic standards.
- ii) The duly elected Committee will take over all the common areas/services/facilities of the project within 6 months of its constitution a period during which CGEWHO will maintain the residential complex.
- iii) The elected Committee will also frame its Bye-laws under the local laws governing such bodies and register the same with the appropriate competent authority and would be required to convene a General Body meeting of all the beneficiaries to elect and constitute a new Executive Committee as per its bye-laws.
- iv) After taking over all the common areas/services/facilities of the complex, balance of Interest Free Maintenance Fund, if any, will be transferred to the elected Committee only, on a formal request by the President/Secretary. However, no interest would be paid by the CGEWHO on Interest Free Maintenance Fund.

31. UNDERTAKING(s):Specific formats are available in Part -D of the Scheme Brochure.

An undertaking covering the following aspects will be given by all the beneficiaries before taking over possession of his/her dwelling unit:

- i. Abide by the laws, bye-laws, rules and regulations of the Central or State Governments, the Civic bodies, the CGEWHO and the Society/Association of Allottee(s).

- ii. Shall not sub-divide, extend, amalgamate or carry out structural design or layout changes to the dwelling unit and parking under basement or stilt or parking garages for two/four-wheeler without the prior permission in writing of the Civic Authority.
- iii. The dwelling units shall be used for the sole purpose of living and parking under basement or stilt or parking garages shall be used for the sole purpose of parking of two/four-wheeler. Any commercial exploitation of these would be deemed to be a violation of terms and conditions.
- iv. Facilities like stair-cases, passages, terraces, parks, lifts etc and common spaces and services shall be utilized by the beneficiary, along with other beneficiaries of the project and no beneficiary will have exclusive right upon the common space/facilities/amenities for its usage nor make any alteration(s) thereto.

32. OWNERSHIP:

An intimation letter, stating the procedure to be adopted with total financial implication on account of Stamp Duty and Registration Fees, shall be sent to all beneficiaries to get the registration of title deed.

- i. 'NOC' is required to be obtained from the Employer/Bank/Financial Institution, in case, any beneficiary desire to register the dwelling unit/parking in joint name with one or two relations as mentioned below a) to d).
- ii. Beneficiaries/allottee(s) who have not availed any loan, he/she/they will have the option to register the dwelling unit in his/her/their own name or jointly register it with one or two relations out of the under mentioned subject to acceptance by local state registering office:
 - a) Wife/Husband
 - b) Son/sons, daughter/ daughters, including legally adopted children
 - c) Parents (in case of unmarried & widows without children)
 - d) Brother/Sister (in case of unmarried & widows without children)

33. SUCCESSION:

In the event of the death of the beneficiary before the dwelling unit is taken over, his/her spouse or children, whoever has been shown as the nominee in the Application Form, will be eligible to continue in the Scheme and to avail of the benefits under the Scheme.

In case of unmarried beneficiaries, these privileges will be extended to the legal heirs only. However, change of beneficiary's name in CGEWHO's records shall be made subject to the nominee or any of his/her successor fulfilling certain criteria and submitting requisite set of documents as detailed below:

- i. Affidavit by Widow/Widower, Nominee or Successor [Format available in the Website: www.cgewho.in]
- ii. Relinquishment/Release Deed from the other Class-I legal heir(s) of the deceased [Format available in the Website: www.cgewho.in].
- iii. Copy of death certificate and succession/legal heirship certificate.
- iv. Certificate from employer/department [for in service personnel] or a copy pension payment order [for retired personnel].
- v. No Dues/Objection Certificate from loaning agency, in case loan availed by the deceased.
- vi. Application Form duly filled in, signed with photograph by the nominee or successor.

34. TRANSFER OF TITLE OF DWELLING UNIT/FLAT & PARKING(s):

- a) Any transfer before the title deed is registered, by execution of Power of Attorney or Sale to Agreement, under any circumstances, shall result in cancellation of allotment of the dwelling unit, in such case, the allottee will pay charges, as prescribed under the heading 'Cancellation Charges' in the CGEWHO Rules.
- b) The beneficiaries are permitted to dispose off the dwelling unit after transfer of the legal title in favour of the beneficiary and his/her co/joint-owner(s) with prior permission or 'No Dues Certificate' from the respective KendriyaVihar Society/Association of Allottee(s) as per its by-laws.

35. LIABILITY OF THE CGEWHO:

- i. As per agreement for sale.
- ii. The CGEWHO is only providing a service. It can in no way be held responsible for any claims of damages/compensation which may arise due to any reason whatsoever, including any commission or omission, by the CGEWHO or its employees.

36. RULES FOR HOUSING SCHEME:

As per agreement for sale.

37. ACCEPTANCE OF APPLICATION:

The Chief Executive Officer, CGEWHO has the right of final acceptance of an application, its registration, booking and allotment of the dwelling unit and car parking under basement/ /stilt/ garage.

38. DISPUTE RESOLUTION

As per agreement for sale.

39. CANCELLATION OF ALLOTMENT:

If it is found, at any time that an applicant has given false information or suppressed certain material facts, or has transferred the rights of the dwelling unit in any manner whatsoever, his/her application will be rejected and the registration/ booking/allotment of dwelling unit will be cancelled without making any reference to the applicant. He/ she will also be debarred from participating in future schemes. In such cases, allottee(s) will have to pay charges as prescribed under the heading '**Cancellation Charges**' [CGEWHO Rule-25 refers].

40. MISCELLANEOUS ADMINISTRATIVE CHARGES:

Any beneficiary or owner may obtain duplicate copy of important documents on completing documentary formalities i.e. on submission of following documents

- i. Copy of FIR
- ii. Affidavit [in the prescribed format]
- iii. Indemnity Bond as per format available in CGEWHO's Website [www.cgewho.in] or as per procedure to be intimated by the Chief Executive Officer or any officer nominated by him/er.

PURPOSE	Administrative Charges (Excluding GST)(in Rs.)
Issue of duplicate documents such as Allotment letter or Intimation letter for Allotment of specific dwelling unit and its floor or Possession/ Handing/ Taking over Certificate or NOC for availing any loan from financial Institution(s) or for change of allotment etc.	Rs.5,000/- Plus GST @18% for each case/file.

41. ACTIVITY AGAINST ORGANISATION/ PROJECT:

That, if after the submission of the present application, if the Applicant(s) is/are found to be involved in any act/ activity thereby intending to harm/ harming the reputation/ goodwill of the project and/ of the Developer Company, whether through word of mouth and / or through written communications (including in any electronic form and / or any internet / social site/ group media/ cell phone application/ group / media); and / or whether individually and /or as a part of group (whether the group is formed by the allottee(s) or by some other (person), and/or by some other person), and /or indirectly; and/or whether personally or through any other person(s), then it shall be considered as an event of the fundamental breach of the terms of the present application by the applicant(s) and in all/ any of such case(s) the developer shall have the unfiltered right and discretion to reject / terminate the present application of the applicant(s) and the consequence of the termination shall automatically follow. It is clearly understood, agreed and declared by the Applicant(s) that the registration/ formation of any group/ society/ association by using the name of the developer/ Project without the prior written consent of the developer Company or against the provision of any Law/ Act/ Rules/ Regulation shall be considered as an event of fundamental breach of the terms of the present application by the Applicant(s) and in all/ any of such an all/ any of such case(s) the Developer shall have the unfettered right and discretion to reject/ terminate the application of the Applicant(s) and the consequences of termination shall automatically follow.

PART C : AREA STATEMENT & PLAN(s)

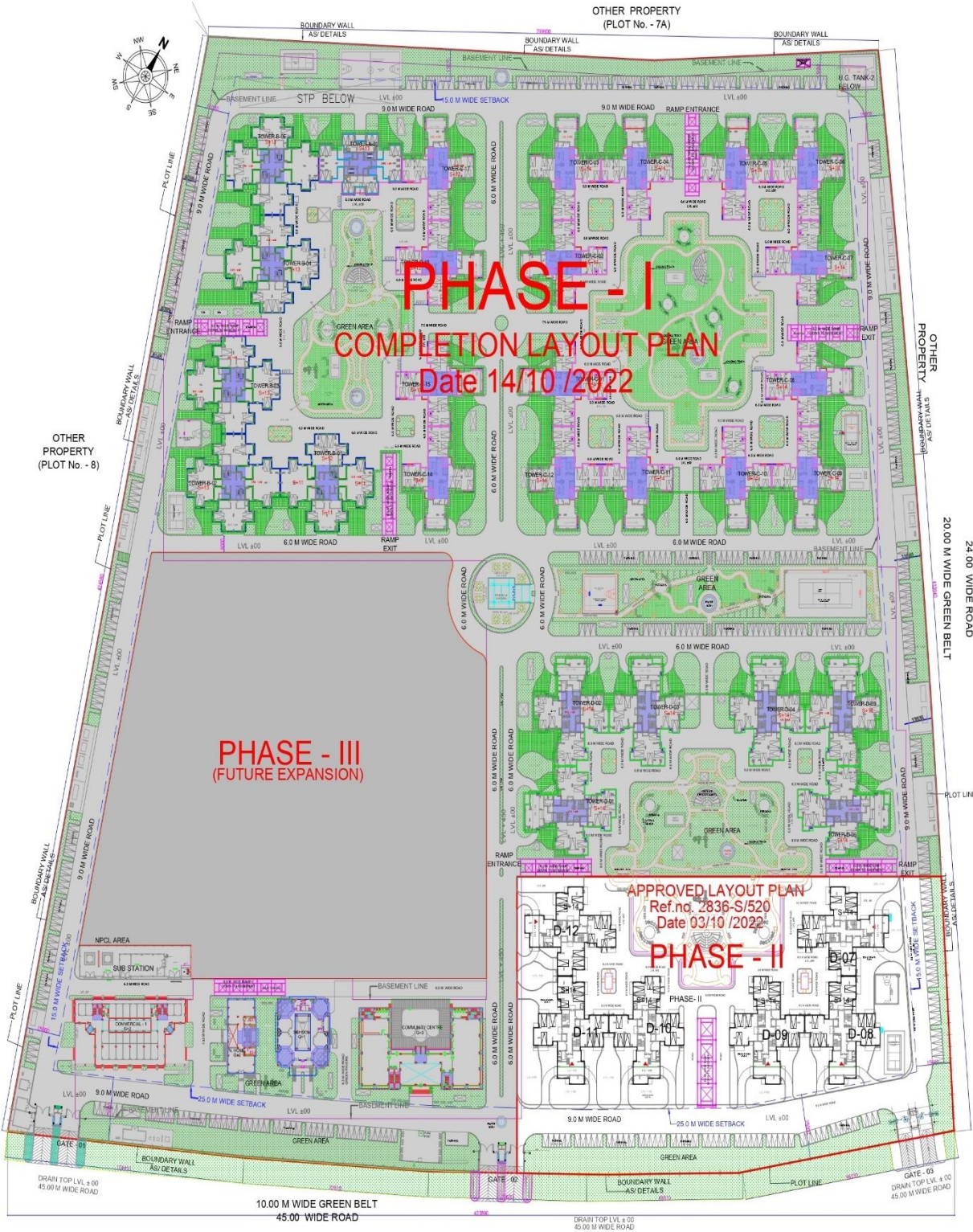
Sl No.	DESCRIPTION	Area In Sqm
1	Bedroom 1	13.86
2	Bedroom 2	12.94
3	Bedroom 3	14.49
4	Bedroom 4	11.88
5	Cupboard-1	0.81
6	Cupboard-2	0.83
7	Cupboard-3	0.81
8	Living cum Dining	29.09
9	Kitchen	8.36
10	Lobby-1	1.68
11	Lobby-2	1.50
12	Toilet-1	4.86
13	Toilet-2	5.27
14	Toilet-3	4.43
15	Toilet-4	3.03
16	Store	2.40
17	Entrance Foyer	4.12
18	Wall area (Internal)	6.33
19	Carpet Area * (sum of 1-18)	126.69
20	Balcony – 1	8.78
21	Balcony – 2	4.44
22	Balcony – 3	4.48
23	Balcony – 4	5.57
24	Balcony – 5	6.20
25	Balcony area (Total) (sum of 20-24)	29.47
26	Wall area (external)	14.22
27	Circulation Area	24.75
28	Super Built up Area (SBA) (sum of 19+25+26+27)	195.13
29	Super Built up Area (in Sqft) **	2100

* As per definition of Carpet Area provided in RERA

**1 Sqmt = 10.764 Sqft

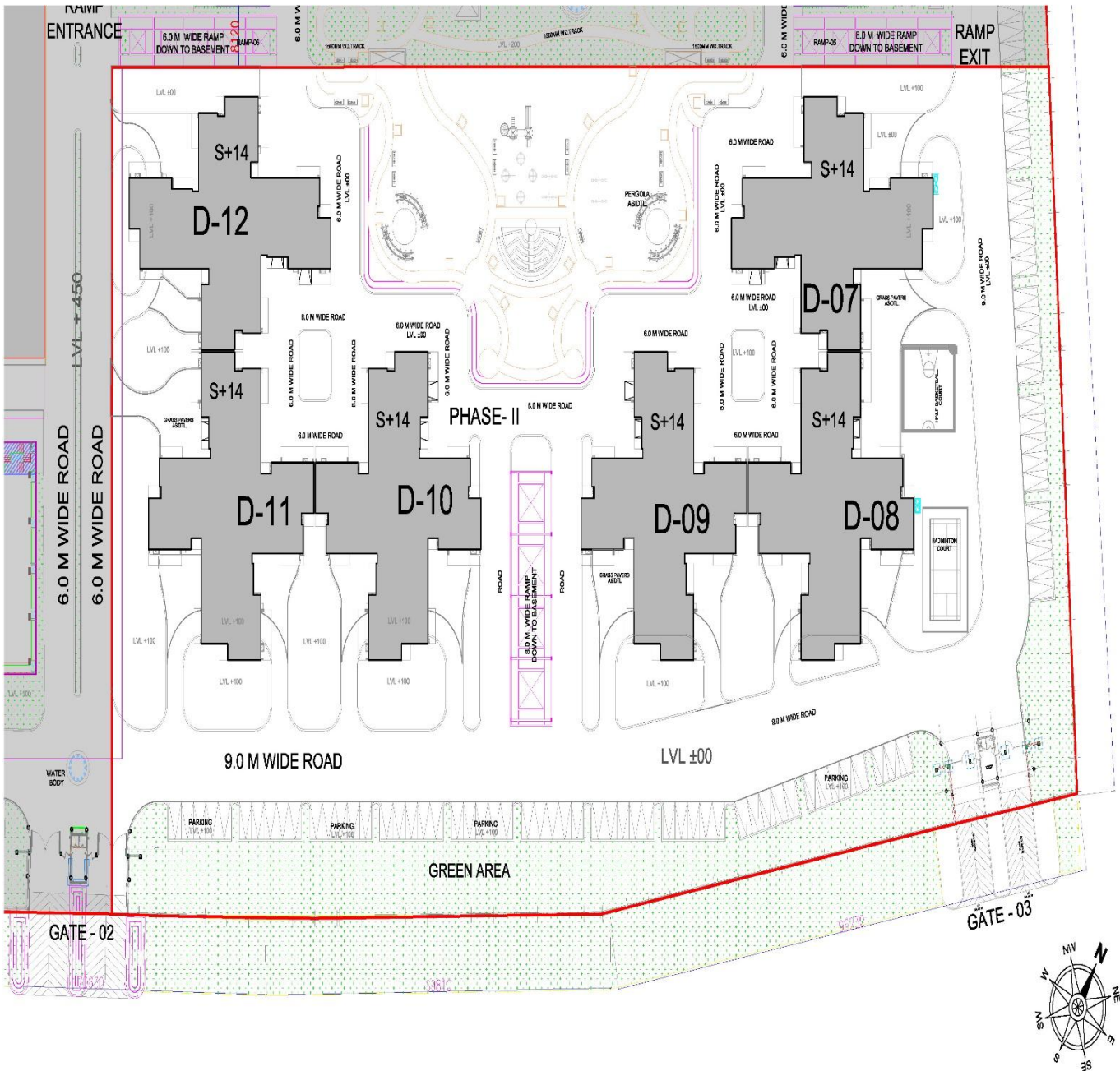
NOTE: The cost of DU shall be proportionately adjusted according to the actual area being constructed and difference in cost shall be adjusted.

SCHEDULE - A LAND PLAN



SCHEDULE - A

SITE / LAYOUT PLAN GREATER NOIDA (PHASE II) HOUSING SCHEME



SCHEDULE - B

TYPICAL FLOOR PLAN(S) – TYPE “D” [4 BHK]



PART D : FORMAT(s) / UNDERTAKING (s)

PROFORMA FOR PAYMENT DEPOSIT

(Photocopy may be used for payment through Demand Draft/Pay order/Cheques of HBA/ FI)

To, The C.E.O. Central Government Employees Welfare Housing Organisation, 6 th Floor, A – Wing Janpath Bhawan, Janpath New Delhi - 110001	From :
	Name of the Scheme :
	Registration No.
	Address :

Subject : Deposit of Instalment/part payment against Registration No. _____

Sir,

Enclosed herewith please find the following Demand Draft/Banker' Cheque against _____
Instalment for the _____ Housing Scheme. This amount has
been drawn from my HBA/Housing Loan from _____ Bank/
Financial Institution (Name) _____/Personal Resources.

SR.NO.	DEMAND DRAFT/BANKER'S CHEQUE NO.	DATE OF DD/BC	AMOUNT (RS.)	DRAWN ON (BANK'S NAME)
		TOTAL		

Thanking You,

Yours faithfully,

(Signature)

Intimation of the payments made by Beneficiaries through NEFT / RTGS to CGEWHO HQ:

Details may be send through E-MAIL at cgewhoamt22@gmail.com or Whatsapp to 7065044975

• Name of the Beneficiary	
• Registration Number of Scheme	
• Date of Transfer	
• Amount of Transfer	
• UTR / Reference Number (generated / issued by bank from amount transferred)	
• CGEWHO Account Number in which amount has transferred	

PROFORMA FOR CHANGE OF ADDRESS

(Photocopy may be used)

To, The C.E.O. Central Government Employees Welfare Housing Organisation, 6 th Floor, A – Wing Janpath Bhawan, Janpath New Delhi - 110001	From :
	Name of the Scheme :
	Registration No.
	Address :

Subject : Change of correspondence address in CGEWHO's Record : Registration No. _____

Sir,

With reference to above, my correspondence may please be changed as under :

Old Address :	New Address :

Thanking You,

Yours faithfully

(Signature)

Date : _____

PRE-RECEIPT

(Photocopy may be used)

Received a sum of Rs. _____ (Rupees) _____
vide D.D./Pay Order No. _____ dated _____ drawn on
Canara Bank from Central Government Employee Welfare Housing Organisation towards full and final
payment of amount due to me on cancellation of my Registration No. _____ for ___ _
_____ Housing Scheme.

2. I further certify that I have not availed any loan or

a) I have been sanctioned HBA of Rs. _____ of which I have
availed Rs. _____ or

b) I have been sanctioned an amount of Rs. _____ by
Name of the Financial Institution) of which I have availed Rs. _____
_____.

**Sign over Rs.5/-
Revenue Stamp**

Regn.No. _____

Name _____

Address : _____

Note : Please give full details of all the loans availed by you. (This form should be submitted duly filled while a beneficiary withdraws from any scheme including wait listed applicants.)

AFFIDAVIT

(To be use incase of death of any beneficiary)

I,widow /son /daughter /brother /sister / of Late Shri/ Smt.
..... aged years residing at do hereby affirmon oath
and state as follow:

(i) That Late Shri / Smt.Was my husband/wife/son/daughter / sister/brother who
expired on(date) at(Place)

(ii)That Late Shri/ Smt.was a registrant of a housing scheme promoted by Central
Government Employees Welfare Housing Organisation (CGEWHO) at(Station)vide
registration No.

Name	Age	Relation
------	-----	----------

- a)
- b)
- c)
- d)

(iv) That Late Shri/ Smt. died intestate / executed registered will dated.....
.....bequeathing his/her interest in the aforesaid registration for a dwelling unit at
.....(project)(station) in my favour. A photocopy of registered will
datedhas been/ is being furnished to CGEWHO.

(v) That Late Shri/ Smt.also nominated me /(dwellingunit) at
project....., at station

(vi) That no other heirs have any objection in case the dwelling unit mentioned above is transferred in favour
of

(vii) that I indemnify harmless CGEWHO in respect of any claim which be made hereinafter by any of the legal
heir or any third party in respect of the aforesaid dwelling unit.

(viii) That I am eligible to be registered for being allotted the aforesaid mentioned dwelling unit as per the rule
of allotment of CGEWHO.

(ix) I own the following properties:

Particulars of the Station Area Property..... a) b) c) d).

(x) I hereby undertake to abide by all rules and instructions issued by the Central Government Employees
Welfare Housing Organisation.

DEPONENT

*(Note: This affidavit is to be executed on a non-judicial stamp paper of Rs. 10/- or as may be applicable in the
State where this Affidavit is executed. The Affidavit be attested by a First-Class Magistrate or a Notary Public. To
be executed by the nominee to whom the property is to be transferred.)*

RELEASE DEED

Self attested
photograph

I,.....Widow / son/daughter/brother/sister of Late
Shri/Smt.....Aged.....years residing at
.....do hereby state as follows:

i) That Late Shri/Smt.was a registrant of Central Government
Employees Welfare Housing Organisation (CGEWHO) in respect of typedwelling unit
at.....

ii) That Shri /Smt. died onat.....(place) Late Shri/Smt.
.....died intestate

iii) That I release and relinquish my right in the aforesaid typedwelling unit at project
.....in favour of my father / mother / brother / sister / wife / husband.I further state that I shall
have no claim whatsoever in respect of the aforesaid flat in case the same is transferred in favour of
.....

iv) I hereby indemnify CGEWHO harmless in case of any body makes a claim in respect of aforesaid flat for and
on my behalf I respect of my right which I have released a Released Deed in favour
of.....IN WITNESS whereof I have signed this document / deed
at..... on this day of20.....

WITNESS: (Name, Address & Signature alongwith attached copy of Aadhar card)

1.

EXECUTED

DEPONENT

2.

*(Note: This Released Deed is to be executed on a non-judicial stamp paper of Rs. 10/- or as may be applicable in
the State where this Affidavit is executed. The Affidavit be attested by a First-Class Magistrate or Notary Public to
be executed by other legal heir(s) except in whose favour the property is to be transferred separately or jointly.*

SPECIAL POWER OF ATTORNEY

I _____ son/daughter/wife of Shri _____
resident of _____ am
an allottee of Flat No. _____ in Block No. _____ on _____ Floor
along with car parking space NO. _____ and Scooter Parking space No. _____

I hereby constitute and appoint Shri/Smt. _____
_____ son/daughter/wife of Shri _____ as
my lawful attorney for performing the following :

- i) To take physical possession of the DU from CGEWHO.
- II) To enter into correspondence and receive documents/receipts from the CGEWHO.
- iii) To apply for electricity /water connections.

My attorney's signature are attested here under :

Signature of Attorney _____

Signature of Attorney attested by the beneficiary _____

Date :

Place :

DEPONENT

(Note : This Power of Attorney is to be executed on a non-judicial stamp paper of 10/- or as may be applicable in the state where this affidavit is executed the Affidavit be attested by a first class – class Magistrate or a Notary Public, may used for taking over peaceful physical possession.)

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER)

TRIPARTITE AGREEMENT

This agreement made on this _____th day of _____ 20____ between

1. Mr./Mrs. _____ S/o(D/o) Shri _____
R/o _____ (Name and Address) (Hereinafter learned as 'Borrower' which term shall unless repugnant in the context shall include his/her heirs, executors, administrators and assigns) of the First Part.

2. Central Govt. Employees Welfare Housing Organisation (hereinafter referred to as Organisation) The Organisation registered in July 1990 under the Society's Registration Act XXI of 1860 vide Registration No. S/21181 dated 17.7.90 having its registered office at CGEWHO Janpath Bhavan, 6th Floor, 'A' Wing, Janpath, New Delhi - 110 001 (hereinafter termed as Organisation) which term unless repugnant to the context shall include its successors, administrators and assigns of the second part.

3. (Name of Bank) a body corporate constituted under the _____ Bank Act _____ represented by one of its branches situated at _____ (hereinafter termed as Bank) which expression shall unless repugnant to the context shall include its assigns, administration and successors of the third part.

4. AND whereas the Borrower has been allotted a house/flat _____ (Regn.No _____) situated at _____ to be constructed by the Organisation as per agreement dated _____ wherein the borrower is required to make payment(s) to the Organisation in lump sum / installments as provided under the terms of allotment. WHEREAS the Borrower has under the provisions framed by the bank for a housing loan for the purpose of purchase of house/ flat from Organisation. The Bank therefore has agreed to sanction a loan of Rs. _____ (Rupees _____ only) to the Borrower (hereinafter referred to as Housing Loan for Purchase of House/Flat) subject to the terms and conditions, the Borrower is also required to furnish to the Bank inter-alia other securities, the mortgage of the above said house/flat and the Organisation has agreed to render all assistance to Borrower/Bank to comply with this condition and in particular agreed to obtain permission to mortgage from the lessor and or such other person / authorities as may be required.

5. AND WHEREAS the Borrower and the Bank has entered/agreed to enter into the loan Agreement incorporating there in the terms and conditions regarding Housing Loan for purchase of House/Flat.

6. AND WHEREAS the Borrower has represented that he would not be able to mortgage the above said house/flat until such time the full payment is made towards its cost and the said house/flat has been conveyed to the Borrower by the Organisation towards consideration of the said loan sanctioned to the Borrower.

AND WHEREAS the Borrower has requested the Bank to disburse the said loan to the Borrower notwithstanding the borrower's inability to create mortgage at this stage on the strength of this agreement.

It is hereby agreed to and by between the parties here to on the terms and conditions set forth herein below.

1. That the Borrower hereby authorize the Bank to make disbursement(s) of the sanctioned loan to the Organisation directly on behalf of borrower and any such payment made to the CGEWHO shall be deemed to be the payment(s) made to borrower and the borrower shall in each case be liable for the payments of loan disbursed on his behalf to the Organisation as though the same has been disbursed directly to borrower. If there is any delay in payments to the Organisation, it will be treated as default on the part of borrower and the borrower shall be liable to pay the Organisation the penalty/interest on such delayed payment, if any, according to the terms of allotment and policy of the Organisation.
2. That the Organisation shall maintain a separate account of the borrower and adjust the payment received by it from the Bank towards the cost of above said house/flat allotted in favour of the Borrower.
3. That the Organisation hereby consents that the Bank shall have alien on the house/flat and Borrower may furnish the house/flats security for the housing loan to be obtained from the Bank and also to create mortgage in favour of the Bank in respect of the said house/flat.
4. That the Borrower undertakes that on execution of the sale deed/lease deed after delivery of possession. The Borrower shall deposit the said deed directly to the Bank.
5. That the house/flat shall form part of the security for the housing loans sanctioned by the bank and as soon as the sale deed/lease deed is executed by the Organisation, the borrower shall create mortgage in favour of the Bank, as security for the housing loan for the purchase of house/flat in the form and manner as desired by the Bank.
6. That if for any reason there is an increase/escalation in the cost of dwelling unit by Organisation, the same shall be paid and borne by the borrower as the case may be as per the agreement between them without any reference to the bank and until such payment(s) is/are made, the bank shall have the right to suspend further disbursement of the sanctioned loan remaining loan installments in favour of the Borrower.
7. That during the currency of the loan Organisation shall not transfer the house/flat to any other person without the previous written consent of the Bank.
8. That in the event of the cancellation of allotment of the Borrower by the Authority, for reason whatsoever, the Organisation shall refund to the Bank forthwith, the entire amount received from it after adjustment of cancellation charges as per Scheme Brochure.

9. That the Organisation shall not issueduplicateallotment letterand possession letter to the borrowerwithoutobtaining the prior written consent of theBank.

10. That in the event of default by the borrower, the Bankmay atitsdiscretion enforce the security bysale to apersonin consultation with the Organisation and Organisation shallaccept thepurchaseofhouse/flat in place of borrowerwhoshallbe eligible to acquire the flat/dwelling unit as per rulesoftheOrganisation, after the purchaser's complying with thenecessary requirements of the Organisation in thisrespect.

IN WITNESS WHERE OF THE parties here to have signed this Agreement on the day, month and Year above first written.

Regn.No. _____Address of the Borrower

(Signature of the
Borrower)WITNESSES

(Signature with full names &addresses)

1.

2.

Signature on behalf of the
Organisation

WITNESSES
(Signature with full names &addresses)

1.

2.

Signature on behalf of the
Bank WITNESSES
(Signature with full names &addresses)

1.

2.

ANNEXURE I

NAME _____
REGISTRATION NO. _____
DESIGNATION _____
PRESENT OFFICE ADDRESS _____

Chief Executive Officer,
Central Government Employees
Welfare Housing Organisation,
Janpath Bhavan, 6th Floor, 'A' Wing,,
Janpath, New Delhi-110001

Sub: Undertaking about the cost and intimation regarding the loan details.

Dear Sir,

I understand that the cost as intimated by CGEWHO is tentative and final cost will be worked out after settlement of the final bills of contractors. I undertake to pay or receive the difference, if any, on completion of the final costing by CGEWHO.

I also inform you that I have raised the following loans to finance the said dwelling unit:

	Amount -----
House Building Advance(from Central Govt.)	_____
Loan from H D F C	_____
Loan from LIC Housing Finance	_____
Loan from GIC Housing Finance	_____
Loan from Banks (name of the Bank)	_____
Loan from other institutions (State the name of the institution)	_____

I request that the original title deeds of the property may please be sent to _____ (Head of the financial institution) at the following address under intimation to me:

Thanking you,

Yours faithfully,

Name _____

Correspondence Address _____

ANNEXURE II

APPLICATION FOR MEMBERSHIP
(TO BE SUBMITTED IN DUPLICATE)

NAME _____

REGN.NO. _____

ADDRESS: _____

To

The Secretary,
Kendriya Vihar Apartment
Ownership Association,
_____ Housing Scheme

Sub: Application for Membership and Declaration.

Sir,

I, _____ wife / son / daughter of
_____ wish to become a member of your Apartment
Ownership Association. My particulars are as under:

- a) My age is _____ years.
- b) I have been allotted type " " Flat No. _____ on _____ floor in Block No. _____ and parking no _____ & _____ in Kendriya Vihar, vide Registration No. _____ and possession is likely to be given soon/has been given on _____.
- c) Neither I nor my spouse nor my dependent children have any other residential flat within the complex covered by your Association.
- d) I shall abide by the current bye-laws of the Association and any alteration(s)/amendment(s) or revision(s) that may be made during my membership. I further declare that I shall abide by the rules framed in accordance with the bye-laws.
- e) I shall not sell/transfer/mortgage or dispose off the flat in any manner without the prior permission of the CGEWHO and Association, nor shall I use it for any commercial purpose.

Signature of the Applicant

ACCEPTANCE AND UNDERTAKING

(TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER OF RS.100/- DULY ATTESTED BY NOTARY PUBLIC OR FIRST CLASS MAGISTRATE)

WHEREAS, I _____ son/ wife/ daughter of _____ resident of _____, as a result of an application made to the Central Government Employees Welfare Housing Organisation (CGEWHO), have been allotted a type “__”, Flat No. _____ in Block No. _____ on _____ Floor and Stilt No. _____ situated in “KENDRIYA VIHAR” (hereinafter called the flat/dwelling unit).

2. I hereby convey my acceptance to the allotment of flat/parking space as per terms and conditions of allotment and I further undertake as follows:

- a) I fully accept, agree and shall abide by all the Rules and Regulations, and the terms and conditions that are set forth in the ‘CGEWHO Rules’ brochure, as amended from time to time, and the terms and conditions given in the CGEWHO allotment letter on the subject.
- b) I undertake to declare that as per CGEWHO the CGEWHO Allotment Rules there is no change in status of my property since my registration under ‘KendriyaVihar’, Greater Noida (Phase II), promoted by CGEWHO, in so far as I/my spouse do not own any residential plot or house at Greater Noida.

Signed by me _____ on _____ day of Two Thousand Twenty _____

Signature of the Allottee
Name: _____
Regn. No. _____
Correspondence Address _____

In the presence of:

Witness:

1. _____
Signature
Name _____
Address _____

2. _____
Signature
Name _____
Address _____

OPTION FOR PREFERENTIAL ALLOTTMENT ON DISABILITY GROUND
GREATER NOIDA (PHASE II) HOUSING SCHEME

Date : _____

To,

Chief Executive Officer
Central Government Employees
Welfare Housing Organisation
6th Floor, A Wing
Janpath Bhawan
New Delhi - 110001

Subject: Option for Preferential Allotment on Disability Ground

Sir,

With reference to announcement of Greater Noida (Phase II) housing scheme, I may be considered for allotment of lowest floor flat on disability ground, as detailed herein under, I am forwarding the requisite documentary evidence, as required, for favourable consideration by the Competent Authority.

SL	DESCRIPTION	TO BE FILED IN
(i)	Name of the Ailing/Disabled Person	
(ii)	Relationship with beneficiary	
(iii)	Type of sickness	
(iv)	%age of disability	
(v)	Any other details	
(Attach disability certificate duly signed by CMO/HOD of a Govt. Hospital)		

2. I agree to abide by the decision of the Chief Executive Officer, CGEWHO, in respect of allotment of specific flat/ floor as a result of the draw of lots. Please see over leaf for format of PWD certificate.

Yours faithfully,

Signature :

Name : _____

Address : _____

FORMAT OF MEDICAL CERTIFICATE FOR PERSON WITH DIABILITIES (PwD)

NAME AND ADDRESS OF THE INSTITUTE/HOSPITAL _____

Certificate No. _____

Date: _____

This is to certify that Smt/Shri/Kum _____ son/daughter of Shri _____ age _____ Male/Female having identification marks as below:

_____ is suffering from permanent disability of following category:

Paste here your recent color photograph showing the disability (The photograph should be attested by the Chairperson of the Medical Board)

- A. Loco motor or cerebral palsy:
- (i) BL-Both legs affected but not arms.
 - (ii) BA-Both arms affected : a) Impaired reach b)Weakness of grip
 - (iii) OL-One leg affected (right or left): a)Impaired reach b)Weakness of grip c) Ataxic
 - (iv) OA-One arm affected (right or left): a)Impaired reach b)Weakness of grip c) Ataxic
 - (v) BH-Stiff Back and hips (cannot sit or stoop)
 - (vi) MW-Muscular Weakness and limited physical endurance.
- B. Blindness or Low Vision: (i) B-Blind (ii) PB-Partially Blind
- C. Hearing Impairment: (i) D-Deaf (ii) PD-Partially Deaf. (Delete the category whichever is not applicable)
2. This condition is progressive/non-progressive/likely to improve/ not likely to improve. Re- assessment of this case is not recommended/ recommended after a period ____years____months.
3. Percentage of disability in his/her case is _____Percent.
4. Smt./Shri/Kum ____meets the following physical requirement for discharge of his/her duties :
- (i) F – can perform work by manipulating with fingers. Yes/No
 - (ii) PP- can perform work by pulling and pushing. Yes/No
 - (iii) L– can perform work by lifting. Yes/No
 - (iv) KC- can perform work by kneeling and crouching. Yes/No
 - (v) B– can perform work by bending. Yes/No
 - (vi) S– can perform work by sitting. Yes/No
 - (vii) ST- can perform work by standing. Yes/No
 - (viii) W– can perform work by walking. Yes/No
 - (ix) SE- can perform work by seeing. Yes/No
 - (x) H– can perform work by hearing/speaking. Yes/No
 - (xi) RW- can perform work by reading and writing. Yes/No

(Signature of Doctor)

Name:

Registration No.

Member, Medical Board

(Signature of Doctor)

Name:

Registration No.

Member, Medical Board

(Signature of Doctor)

Name:

Registration No.

Member/Chairperson,
Medical Board

* Please delete the words which are not applicable.

**Counter Signature by the
Medical Superintendent/CMO/Head of Hospital
(with seal)**

Note :- (i) According to the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full participation) Rules, 1996 notified on 31.12.1996 by the Central Government in exercise of the powers conferred by sub-section (1) and (2) of Section 73 of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (1 of 1996), authorities to give disability Certificate will be a Medical Board duly constituted by the Central or the State Government. The State Government may constitute a Medical Board consisting of at least three members out of whom at least one shall be a specialist in the particular field for assessing loco motor / hearing and speech disability, mental retardation and leprosy cured, as the case may be. (ii) The certificate would be valid for a period of 5 years for those whose disability is temporary. For those who acquired permanent disability, the validity can be shown as 'Permanent'.

Place :

Seal

Date :

FORMAT OF AFFIDAVIT

[To be submitted in original with application form on Non-Judicial stamp paper of Rs.10/= duly attested by a Notary Public /Oath Commissioner/1st Class Magistrate]

AFFIDAVIT {ALL ENTRIES IN CAPITAL LETTERS}

I,
[Name in full] _____
son/daughter/wife of _____ at present serving in Office
of _____

[Name of office and address in full:: For the retired applicant, S/he should mention the last office attended]
do hereby solemnly affirm that I have read and understood the rules and terms/conditions mentioned in 'Agreement for Sale' of the Central Government Employees Welfare Housing Organization [Short title 'CGEWHO Rules'], received with application form and I shall bound by them and I further affirm that :

- i) I am eligible to apply for the dwelling unit/flat/residential plot under the said rules.
- ii) Neither I nor my spouse own a dwelling unit/flat or residential plot in Greater Noida.
- iii) This is my first application and I have applied for only ONE type of dwelling unit/flat under this Scheme.
- iv) I/my spouse have not applied in any other housing scheme of CGEWHO or I/my spouse have applied in CGEWHO's housing scheme at _____ vide registration no _____ and have withdrawn/undertake to withdraw from the same.
- v) My dependent _____, relation falls under PWD reservation as per CGEWHO Rules.
(strike out inapplicable clause).

All particulars given in the application form are correct and I have not willingly suppressed any material information. I understand that I would be disqualified from allotment of dwelling unit/flat, if at any time, any said particulars are found to be incorrect. This affidavit & Agreement for Sale will be treated as 'Buyer and Seller' agreement and I will abide by the same.

[DEPONENT]

VERIFICATION :

I, _____ [name of the applicant] do hereby verify that the contents of Clause (i) to (v) of this affidavit are true to my personal knowledge and belief. Nothing is false and concealed.

Verified this on [_____] day _____ of 20 ____ at _____ [name of the station].

[DEPONENT]

INSTRUCTIONS FOR FILLING APPLICATION FORM

1. Read the CGEWHO Rules carefully before filling this form.
2. Use capital letters only. One letter in each box.
3. Leave one space between words and no space between numbers. **Applicant's name should not be written in the address again.**

a) E49, Greater Kailash

E	4	9		G	R	E	A	T	E	R		K	A	I	L	A	S	H
---	---	---	--	---	---	---	---	---	---	---	--	---	---	---	---	---	---	---

b) 5 Dec., 1941

0	5		1	2		1	9	4	1
---	---	--	---	---	--	---	---	---	---

4. Do not use full stop, Comma, square feet, Roman numbers, rupees etc.
5. Do not leave any link blank say NA if not applicable e.g. Retired personnel need only write NA in Para 6, as under
6. Use standard abbreviations only.

IMPORTANT

7. Application Form has to be forwarded through the Head of Dept. or Head of Admin. In which the applicant is presently working. Certifying Authority must be competent to forward the application and must put seal and signatures in Column No. 24 of the Application Form and should be holding a post now below the rank of Under Secretary.

CHECKLIST FOR APPLICATION & ENCLOSURES TO BE SENT ALONGWITH APPLICATION

1. Application for the housing scheme duly filled in, signed by applicant and nominee(s) at the time requisite place(s) and certified/forwarded by his/her Department by an officer no below the rank of Under Secretary of Govt. of India or equipment. Departmental certification is not required for retired applicants or spouses of deceased govt. employees.
2. Application Form without the following enclosures/supporting documents, is liable to be rejected.
 - a) Affidavit duly notarized/signed (Page 40).
 - b) Attested copy of latest Pay Slip, Aadhar Card, PAN, service certificate of working employees issued from competent authority/employer or Pension Payment Order (PPO) for retired employees or spouses of deceased Govt. employees.
 - c) Proof of payment through Demand Draft/RTGS/NEFT for requisite Booking Amount, Processing fees (non-refundable), cost of CGEWHO Rules Brochure.
 - d) NOC for Gr. Noida (Phase III) Project (Future Expansion) at Page - 45
 - e) Attested copy of SC/ST/Disability form/ Tax Authority PAN certificate (if applicable)
 - f) Fill in the format at page 38&39 in case of any of your dependent family member [as per CGEWHO Rule-21] is covered under PWD reservation (if applicable).



CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION

(An Autonomous body of Govt. of India, under the aegis of M/o Housing & Urban Affairs)

APPLICATION FORM

NAME OF THE SCHEME : _____

Regn. No. : _____

AFFIX
Photograph
here

THE CEO, CGEWHO

Janpath Bhawan, 'A' Wing

6th Floor, Janpath, New Delhi-110 001

1. Personal Particulars:

Full Name

Father/Spouse Name

Date of Birth: Gender: Male Female Transgender

Martial Status: Unmarried Married Mobile No:

E-Mail: Alternate Mobile No:

Aadhar No: PAN with Income Tax Authority:
(Attach attested photocopy AADHAR) *(Attach attested photocopy of PAN)*

2. Occupation: Service: Central Govt. State Govt./Auto. Body PSU Private/Others

3. Whether Belongs To SC ST OTHERS PWD Whether belongs to Priority I II III
(Tick in Applicable Box, Attach Attested Photocopy of the Disability/Caste Certificate, If Applicable.) *(Tick in applicable box)*

4. Name of the Office & Address

Office Name

Office Address

City State

Pin STD Telephone

5. Parent Department, If on Deputation: _____

6. Designation: _____ Level: _____

7. Date of Appointment in Central Govt. Service

8. Date of Retirement, (If Retired):

9. Pension Payment Order No. _____ & Date
(Applicable in case of retired personnel only)

10. Address For Correspondence:

City State

Pin STD Telephone

11. City of Scheme: Type of unit Requirement of Additional Parking at Extra Cost
Yes No NA

12. Payment Particulars:

Amount Paid _____ In words (_____)

RTGS/NEFT/DD No. _____ Date of Payment

Name of Banker _____ Bank Address: _____

13. Allottee/Beneficiary Bank Details:

Account No. IFSC Code:

Bank Name & Branch

Branch Address

14. Particulars of the Nominee:

Full Name

Address

Relationship of Nominee with Allottee/Beneficiary: _____

Nominee's Signature

15. That out of total amount paid of Rs. _____, Rs. _____ shall be non-refundable towards processing fee & Brochure cost balance Rs. _____ shall be Partial Booking Amount (EMD). In case the Applicant(s) does not deposit the balance 10 % of booking amount of Rs. _____/- (minus Partial Booking Amount) before execution of Agreement for sale, the application for booking of DU shall be cancelled and the Partial Booking Amount shall be forfeited by the CGEWHO.

16. That after the draw of lots if allotment is offered to the Applicant(s) but the Applicant(s) does not submitted the signed Allotment Letter along with the signed & registered Agreement for Sale within 45 days from the dated Allotment Letter, then this application shall be cancelled and the entire 10% booking amount shall be forfeited by the CGEWHO.

17. That the Applicant(s) fully understand and agree that:

- a That the Applicant(s) undertakes that the allotment of the Apartment and/or the parking has to be accepted in as is where is basis, as per the draw of lots, without demur.
- b That the Applicant(s) shall accept the floor, location etc. of the Apartment as per the results of the draw of lots without asking for any change for any reasons whatsoever and if the Applicant(s) do not agree to the allotment of the specific Apartment then this application/ allotment shall be cancelled and the entire 10% booking amount shall be forfeited by the CGEWHO.
- c That if the Applicant(s) have applied for the allocation of parking, the parking shall be given only if it is allotted through the draw of lots and the Applicant(s) shall continue with the allotment of the Apartment even if the parking is not available through the draw of lots. Further, in case the parking is applied for and is allotted through the draw of lots, the Applicant(s) shall not request for the cancellation of the allotted parking and neither ask for change of location of the allotted parking. Any default by the Applicant(s) on the provisions of this clause would lead to cancellation of the Application/ Allotment and forfeiture of the entire 10% booking amount.

18. That the Applicant(s) fully understand and agree that this Application is only an expression of interest and the Promoter M/s Central Government Employees Welfare Housing Organization [CGEWHO] has no obligation to allot any unit to the Applicant(s) in any of its Projects on the basis of this Application. In case the Applicant(s) is not offered an allotment within 30 days from the date of draw of lots then the Partial Booking Amount shall be refunded to the Allottee by the CGEWHO within 45 working days from the date of draw of lots **without any interest**.

19. Certification (Not required in case of retired applicant of Priority I & II).

(To be Certified by the H.O.D./Administration in which the applicant is working (Strike out whichever is not applicable).

Certified that Mr/Ms/Mrs. _____ is employed with _____ as _____

It is further certified that Mr/Ms/Mrsis a Central Govt employee & he/she has been appointed by or on behalf of the President of India and his/her salary is debited to the Consolidated Fund of India (Required in case of applicants in service and belonging to Priority I).

Signature: (.....)

Name:

Office Stamp (Seal)

I hereby undertake to abide by all the rules and instructions issued by the Central Government Employees Welfare Housing Organisation.

20. Date of Application:

Signature of Applicant: (.....)

Check List/Documents enclosed: Pls tick in Box.

- Applicant's Photo.
- Affidavit duly notarized/signed regarding eligible employees for subscription of DU.
- Attested copy of latest Pay Slip.
- Aadhar Card.
- PAN Card.
- Service certificate of working employees issued from competent authority/employer or Pension Payment Order (PPO) for retired employees or spouses of deceased Govt. employees.
- Proof of payment through Demand Draft/RTGS/NEFT for requisite Booking Amount, Processing fee (non-refundable) and cost of CGEWHO Rules Brochure.
- Cancelled cheque of applicant's bank account.
- NOC for Gr. Noida (PHase III) Project (Future Expansion).
- Attested copy of SC/ST certificate (if applicable).
- Attested Disability from for PWD reservation (if applicable).

दिनांक -.....

उप-पट्टा धारक द्वारा प्रस्तुत अनापत्ति पत्र

मैं/हम श्री/ श्रीमती.....पुत्र/पुत्री/पत्नी श्री/
श्रीमतीकेन्द्रीय सरकारी कर्मचारी कल्याण आवास संगठन
(सीजीईडब्ल्यूएचओ) के ग्रुप हाउसिंग परियोजना भूखण्ड सं० 07, सेक्टर-पी-4, बिल्डर्स एरिया ग्रेटर नोएडा,
उत्तर प्रदेश में आवंटी.....टाइप आवासीय इकाई, धारित पंजीकरण संख्या.....पुष्टि करता
हूँ /करती हूँ कि मैं / हम इस परियोजना के चरण-।। का / की आवंटी हूँ / हैं और सीजीईडब्ल्यूएचओ
द्वारा अपने चरण-।।। परियोजना हेतु अतिरिक्त एफएआर/घनत्व (डेन्सिटी) के क्रय एवं भविष्य में पेश किए
जाने वाले लेआउट प्लान के संशोधन के संबंध में मुझे /हमें कोई आपत्ति नहीं है और न ही भविष्य में होगी।

(ह० उप-पट्टा धारक)

नाम.....

मोबाइल नं०.....

ईमेल पता.....

पता.....

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PART E : AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 2023,

By and Between

CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANIZATION [CGEWHO] [PANAAATC1861B], having Registration No. S/21181, dtd.17-07-1990 registered under the Societies Registration Act 1860 an autonomous body of the Ministry of Housing & Urban Affairs, Government of India, specifically created for execution of housing projects for Central Government Employees, on 'No Profit No Loss' & 'self-financing' basis throughout country, having its registered office at 6th Floor, A Wing, Janpath Bhawan, Janpath, New Delhi - 110001 and its Site Office at KendriyaVihar, Greater Noida, U.P. hereinafter referred to as the Promoter or (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

Mr./Ms. _____ [AADHAAR _____], son/daughter of Shri _____, aged about _____ residing at _____ [PAN _____] hereinafter called the "**ALLOTTEE**" (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

Co - Allottee (If Applicable):

Mr./Ms. _____ [AADHAAR _____] son / daughter of Shri _____ aged about _____ residing at _____. [PAN _____]. Hereinafter called the 'Co-Allottee' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The **CGEWHO** and Allottee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless and context otherwise requires:

- a) 'Act' means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- b) 'Authority' means Uttar Pradesh Real Estate Regulatory Authority.
- c) 'Government' means the Government of Uttar Pradesh.
- d) 'Rules' means the Uttar Pradesh Real Estate (Regulation and Development), Rules, 2017 as amended from time to time.
- e) 'Regulations' means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- f) 'Section' means a section of the Act.
- g) 'CGEWHO' means the Central Government Employees Welfare Housing Organization which is the Promoter as defined in Real Estate (Regulation and Development) Act, 2016.
- h) 'Scheme' means the 'self-financed housing project' announced by the CGEWHO.
- i) 'Exclusive Balcony/ Verandah/ Open Terrace Area' (EBVT) shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e., on bare shell basis) and is subject to tolerance of +/- 5 per cent on account of structural, design and construction variances.
- j) Words importing the singular shall include plural and vice versa.
- k) All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender.

l) The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears.

m) References to "Rupees" and "Rs." are references to the lawful currency of India.

WHEREAS:

(A) The **CGEWHO** is the absolute and lawful owner at Sector-P4, (Phi-2) Plot No. 7, Builder Area, PO GurjinderVihar, Greater Noida, UP. Vide Sale Deed dtd.2010 registered as Registration No. 18176/2010 at the office of Sub Registrar.

(B) The Plot admeasuring _____m²; at Sector-P4, (Phi-2) Plot No. 7, Builder Area, PO GurjinderVihar, Greater Noida, UP. Vide Sale Deed dtd.2010 registered as Registration No. 18176/2010 at the office of Sub Registrar, Greater Noida Industrial Development Authority.

(C) The Said Land is earmarked for the purpose of building a residential project, comprising 336 multistoried apartment buildings [insert any other components of the Projects] and the said project shall be known as "KendriyaVihar-Greater Noida (Phase II) "

(D) The **CGEWHO** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **CGEWHO** regarding the Said Land on which Project is to be constructed have been completed;

(E) The Greater Noida Industrial Development Authority has granted the permission to develop the Project _____ vide _____ approval _____ dated _____;

(F) The **CGEWHO** has obtained the final layout plan approvals for the Project from Greater Noida Industrial Development Authority (GNIDA). The **CGEWHO** agrees and undertakes that it shall not make any changes to these layout plans as required under the except in strict compliance with section 14 of the Act and other laws as applicable

(G) The **CGEWHO** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at UPRERA on ____/____/2023 under registration No. _____;

(H) The Allottee(s) had applied for a Dwelling Unit in the Project vide application/Regn. No. _____ dated _____ and has been allotted Dwelling Unit No. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] No. _____ ("**Building**") along with garage/ parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/ parking], as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (d) of Section 2 (1) of the UP Real Estate Regulation & Development Rules. 2016." And deed of declaration submitted before the concerned authority (hereinafter referred to as the Apartment more particularly described in **Schedule A** and the floor plan of the dwelling unit is annexed hereto and marked as **Schedule B**;

(I) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

(J) The Allottee(s) is aware and understands that the Sanctioned Plan, Specifications, Time Schedule of Project Completion, Development Work and Infrastructure Details, and other Relevant Documents/Information has already been provided by the CGEWHO and displayed at UPRERA

Website "https://up-rera.in/". And that The Allottee(s) undertakes that he has studied and investigated the said Documents/Information and is fully satisfied about their contents.

- (K) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- (L) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (M) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **CGEWHO** hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Dwelling Unit and the garage/ parking (if applicable) as specified in para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the **CGEWHO** agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the as Dwelling Unit specified in para G;
- 1.1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the Act.
- 1.2 The Total Price for the Dwelling unit based on the carpet area is ₹_____ (Rupees _____ only ("Total Price") (Give break up and description):

S. No.	Block/ Building/ Tower No. or Name	Type	Floor	Dwelling Unit	Rate of Dwelling Unit per square feet* (in ₹)	Taxes (in ₹)	Total Price (in ₹)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)

Cost of Additional Car Parking Space under Stilt Rs._____

*Provide breakup of the amounts such as cost of dwelling unit, proportionate cost of common areas, preferential location charges, if applicable, taxes etc.

Please Note that the following costs are included in the above-mentioned total price of the Dwelling Unit:

- (a) GST at the rate of 5% on cost of Dwelling Unit.
- (b) Proportionate Cost of Common areas and Project Land.
- (c) Two Car Parking space under Basement

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the **CGEWHO** towards the Dwelling Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the **CGEWHO** by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the **CGEWHO**) up to the date of handing over the possession of the dwelling unit to the allottee after obtaining Completion Certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the **CGEWHO** shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per the registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The **CGEWHO** shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by CGEWHO within the time and in the manner specified therein.. In addition, the **CGEWHO** shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The total price of the Dwelling Unit includes except the followings, which is payable along with 5th and final call up letter:
 - (a) 1% for IFMS & 1% for advance Maintenance charges for one year, of the total cost of DU & cost of additional parking (If allotted) + applicable GST, as provided in clause 11
 - (b) The cost of one additional car parking is Rs. 4,00,000/-plus applicable GST [if/as applicable]

However, cost of electricity meter, IGL/PNG connection, Sinking Fund, additional generator connected load, Prepaid Meter Charges, FTTH (fibre to the home) and any other additional facilities (if any such services provided) cost is not included and shall be paid extra by the Allottee(s) at the time of offering Possession. The charges like community facility monthly usage charges, utility services usage monthly charges are also not included in the cost of the unit.

- (v) That the Allottee(s) agrees and understands that, if any dues/charges/taxes/fees etc. payable by the Allottee(s) has not been paid because the same has not been demanded by CGEWHO or its authorised representative inadvertently by oversight, mistake or by ignorance and later it comes to the notice of the CGEWHO /representative then the same will be paid by the Allottee(s), as and when noticed and demanded by CGEWHO. This will not however take away in any manner, the obligations of the Allottee(s) specified herein.
- (vi) The Allottee(s) is aware that TDS shall be deducted from the above price in case the price of the property being purchased is above Rs. 50 lakh in accordance with the currently applicable rules as per the Income Tax Act, 1961 or as applicable at the time of payment. The Allottee(s) shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt and other relevant documents to the CGEWHO as per the Act and rules made there under, as applicable to this transaction. Any delay in making the payment to CGEWHO and /or taxes as aforesaid shall make the Allottee(s) liable to pay the interest to CGEWHO and/or any penalty levied by the concerned authority/ies in respect thereof.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **CGEWHO** undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the **CGEWHO** shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall

include the extension of the registration, if a any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** (“**Payment Plan**”).
- 1.5 On joining of the scheme, if a beneficiary pays the total cost of dwelling unit within 90 days of the issue of the allotment letter, a rebate of @ 5% will be given on the cost of dwelling unit (excluding GST) subject to approval of the CGEWHO.
- 1.6 It is agreed that the **CGEWHO** shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the **CGEWHO** may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
Provided that the CGEWHO may make such minor additions or alternations as may be required by the Allottee, or such minor changes or alterations as per the provision of the Act.
- 1.7 The **CGEWHO** shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the **CGEWHO**. If there is any reduction in the carpet area within the defined limit then **CGEWHO** shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the **CGEWHO** shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the **CGEWHO** agrees and acknowledges, the Allottee shall have the right to the dwelling unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the dwelling unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the **CGEWHO** shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
 - (iii). That the computation of the price of the [Dwelling Unit] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. However, cost of Electricity meter, IGL/PNG connection, Sinking Fund, additional generator connected load, Prepaid Meter Charges, FTTH (fibre to the home) and any other additional facilities cost is not included and shall be paid extra by the Allottee(s) at the time of offering Possession (if any such services provided). The charges like community facility monthly usage charges, utility services usage monthly charges are also not included in the cost of the unit.

1.9 It is made clear by the **CGEWHO** and the Allottee agrees that the Dwelling Unit along with ___ garage/ parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s) and except when being developed in phases where specified in the RERA registration. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

Provided when the Project is developed in phases the facilities of all phases shall become common to Allottee(s) of all the phases after they are ready for use with unified common areas. It is agreed that the CGEWHO has right to develop the Project approved by the competent authority in phases if the same is declared in his RERA application and in such circumstances each such phase will be considered as a Project for the purpose of this agreement.

1.10 The **CGEWHO** agrees to pay all outgoings before transferring the physical possession of the dwelling unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the **CGEWHO** fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the dwelling unit to the Allottees, the **CGEWHO** agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a total sum of ₹ _____ (Rupees _____ only) as booking amount being part payment of 10% towards the Total Price of the Dwelling Unit at the time of application, as advance payment till the signing of this agreement, the receipt of which the **CGEWHO** hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the dwelling unit as prescribed in the Payment Plan as may be demanded by the **CGEWHO** within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

1.12 The images, audio-visuals, show flats in the marketing documents/ presentations/prospectus/ website by the CGEWHO may show additional features, additional fixtures, loose furniture etc. to provide the Allottee(s) or prospective Allottee(s) the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Allottee(s) and the committed layout and specifications are as detailed separately in this agreement and its Schedules.

1.13 The drawings committed in this agreement are for typical layout of the building. Based on detailed structural design considerations minor changes from typical layout shall be acceptable to the Allottee(s) and provision of columns shall be added to the typical layout as per structural design requirements for each building.

1.14 That the design layout along with the specifications are based on structural design and minor changes in actual construction might happen due to new/ detailed structural requirements and shall be acceptable to the Allottee(s);

Provided that all the specifications are subject to replacement by equivalent brand/ quality at the discretion of the CGEWHO.

- 1.15 That in the case where the Project is progressed ahead of schedule or completed before time or occupancy is handed over to the purchasers before scheduled date then too purchasers will mandatorily pay their dues in accordance with the existing stipulations/actual stage wise completion of construction and no penalty/ interest/ costs can be imposed on the CGEWHO for such preponement of construction/ delivery. And if there is any delay in the aforesaid stage wise payment by the Allottee(s) then it shall be treated as a default and penalized as specified herein.
- 1.16 The Allottee(s) shall have equal undivided share in the unit in case of more than one Allottee(s). If any Allottee(s) dies then the booking will continue only after the CGEWHO receives a certificate regarding the legal heirs of the deceased from the appropriate authority and a no objection certificate from the bank if loan is availed. However, if there is any delay in payments or any defaults of the part of the Allottee(s) then such defaults shall be dealt in accordance with the provisions in this agreement and the notices/ communications shall be sent only at the address provided by the original Allottee(s).
- 1.17 That the Carbon Credit Benefit arisen, if any, in the Project will be redeemed by the CGEWHO who will be solely entitled to same without any liability to share the same with any Allottee(s).

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the **CGEWHO** abiding by the construction milestones, the Allottee shall make all payments, on demand by the **CGEWHO**, within the stipulated time as mentioned in the Payment Plan through demand draft or online payment (as applicable) in favour of "CGEWHO – Greater Noida PH-II PROJECT RERA POOLING Account NO. 120027055678 (IFSC – CNRB0018778) payable at New Delhi_.

The Allottee(s) understand and agrees that he/she/they will not make any payment in cash and if there is any claim of cash payment by the Allottee(s) then such claim shall be summarily rejected by the CGEWHO.

- 2.2 For all payments through demand draft / banker's cheque, the date of clearance of such demand draft / banker's cheque shall be taken as the date of payment. For online payment/card payment the date of credit in CGEWHO's bank account shall be taken as the date of payment, and credit for the payment made shall be given on actual value credited in the CGEWHO's Account. In case of demand draft or wire transfer, any charges including collection charges debited by bank or swipe fees/interchange fees/ transaction fee payable to bank, shall be borne by the Allottee and will be debited to the Allottee's account. Further, the CGEWHO is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). CGEWHO will credit Allottee's account with the amount in Indian Rupees credited in CGEWHO's account.
- 2.3 All the payments to be made by the Allottee shall be subject to realization of Demand draft etc. In case of dishonor of any Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the CGEWHO, the CGEWHO shall be entitled to and the Allottee shall be liable to pay the equivalent amount along with the delay interest and applicable bank charges to the CGEWHO. This is without prejudice to the right of the CGEWHO to terminate this Agreement as a breach on the part of the Allottee.
- 2.4 The Allottee shall be issued a receipt by the CGEWHO against the delivery of every demand draft /online payment issued by the Allottee(s) subject to the clearance of the payment. The receipt of the payment shall be issued by the CGEWHO in the name of the Allottee(s), irrespective of the fact that payment is being made by any other person or from any other account.
- 2.5 The Allottee(s) further agrees that except as specifically expressed under this Agreement, the CGEWHO is not required to send reminder/notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the

Allottee, and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the **CGEWHO** with such permission, approvals which would enable the **CGEWHO** to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The **CGEWHO** accepts no responsibility in this regard. The Allottee shall keep the **CGEWHO** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the **CGEWHO** immediately and comply with necessary formalities if any under the applicable laws. The **CGEWHO** shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said dwelling unit applied for herein in any way and the **CGEWHO** shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the **CGEWHO** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **CGEWHO** may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the **CGEWHO** to adjust his payments in any manner. Under normal circumstances the **CGEWHO** will be entitled to adjust and appropriate the amount paid by the Allottee first towards interest on overdue payments hereafter towards any overdue payments or any outstanding demand and finally, the balance if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee(s) agrees to accept such appropriation which shall be binding upon him.

5. TIME IS ESSENCE

Time is of essence for the **CGEWHO** as well as the Allottee. The **CGEWHO** shall abide by the time schedule for completing the project and handing over the [Dwelling unit] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **CGEWHO** as provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Dwelling Unit and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the **CGEWHO**. The **CGEWHO** shall develop the Project in

accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the **CGEWHO** undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Master Plan for the area, Zoning Regulations and Uttar Pradesh Building Rules as amended from time to time and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the **CGEWHO** shall constitute a material breach of the Agreement.

Provided, alterations expressly mentioned or required by any provision of this agreement subject to the Act will be treated as legally valid.

Provided further, that any change/alteration/modification which is legally tenable by the process of law, if proposed by the CGEWHO in the course of construction in the general interest of the Allottee(s) shall be favourably considered by the Allottee(s).

7. POSSESSION OF THE DWELLING UNIT

7.1 Schedule for possession of the said / Dwelling Unit:

The **CGEWHO** agrees and understands that timely delivery of possession of the dwelling unit is the essence of the Agreement. The **CGEWHO**, based on the approved plans and specifications, assures to hand over possession of the dwelling unit on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the **CGEWHO** shall be entitled to the extension of time for delivery of possession of the dwelling unit,

Provided that if construction of the project is stopped or delayed on account of directions of Statutory Authorities like the National Green Tribunal (NGT) or on order of any Court of Law it will be considered as condition of ‘Force Majeure’ and the CGEWHO shall be entitled to corresponding extension of time for delivery of possession committed in this Agreement and that in all cases of ‘Force Majeure’ delay interest or delay penalty shall not be payable by the CGEWHO for the duration of such ‘Force Majeure’.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the **CGEWHO** to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the **CGEWHO** shall refund to the Allottee the entire amount received by the **CGEWHO** from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the **CGEWHO** and that the **CGEWHO** shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of CGEWHO to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The CGEWHO shall not change more than the normal maintenance charges from the allottees. The allottee of both Phase(s) i.e. Gr. Noida (Phase I & II) will share all common amenities/services.

7.2 Procedure for taking possession

7.2.1 The **CGEWHO**, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the dwelling unit, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such notice/ offer of possession and the **CGEWHO** shall give possession of the dwelling unit to the Allottee.

Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee(s) shall be carried out by the CGEWHO within 3 months from the date of issue of completion certificate/occupancy certificate subject to the timely co-operation from the Allottee(s) as the nature of the said act prerequisites co-operation. The CGEWHO agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the CGEWHO. The Allottee agree(s) to pay the maintenance charges as determined by the CGEWHO/association of allottees, as the case may be. The CGEWHO on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate of the Project. That the final finishing of the Dwelling Unit shall be done after deposition of entire amount and obtaining no dues certificate from the CGEWHO. It is hereby clarified that the stamp duty and other statutory costs for registration of the conveyance deed and also for registration of this agreement shall be entirely borne by the Allottee(s).

- 7.2.2 The Allottee shall be required to complete their full and final settlement and clear all pending dues, amounts, instalments, charges, interest, etc. (as provided in the offer for handover of possession) along with stamp duty and other statutory costs for registration of the conveyance deed; within a period of 1 (one) months from the date of offer of handover of possession given by the CGEWHO after obtaining the part occupancy Certificate/completion certificate whichever is applicable. Only after the registration of Conveyance Deed, the physical possession of the dwelling unit will be offered. After signing of -check list and full and final payment of all pending dues, amounts, instalments, charges, interest, etc. by the Allottee, the CGEWHO will commence the fit-outs in the said Apartment.

Provided that the process of fit-outs of the Apartment generally takes a period of 60 days from the date of full and final payment by the Allottee. However, the same will be done on first come first basis, and the period of completion of fit-out activities may vary accordingly, but in no case, it shall take more than 90 days.

7.3 **Failure of Allottee to take Possession of Dwelling Unit**

Upon receiving a written intimation from the CGEWHO as per clause 7.2, the Allottee shall take possession of the Dwelling Unit from the CGEWHO by executing necessary indemnities, undertakings (Annexure-I, II & III as per format attached) and such other documentation as prescribed in this Agreement, and after executing the conveyance deed the CGEWHO shall give possession of the Dwelling Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay the CGEWHO holding charges at the rate of Rs.2/- per month per sq.ft. of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2.

7.4 **Possession by the Allottee**

After obtaining the occupancy certificate and handing over physical possession of the Dwelling Unit to the Allottees, it shall be the responsibility of the CGEWHO to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the CGEWHO, the CGEWHO herein is entitled to forfeit the booking amount paid for the allotment. The CGEWHO shall return 50% of the balance amount of money paid by the allottee

within 45 days of such cancellation/ withdrawal and the remaining 50% of the balance amount on re-allotment of the dwelling unit at the end of the one year from the date of cancellation/withdrawal by the allottee, whichever is earlier. The CGEWHO shall inform the previous allottee the date of re-allotment of the said apartment/plot and also display this information of the official website of UP RERA on the date of re-allotment

7.6 Compensation

The **CGEWHO** shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the **CGEWHO** fails to complete or is unable to give possession of the dwelling unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the **CGEWHO** shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount (excluding GST) received by him in respect of the dwelling unit, with simple interest @10% p.a. within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the **CGEWHO** shall pay the Allottee simple interest @10% p.a. specified in the Rules for every month of delay, till the handing over of the possession of the dwelling unit. Which shall be paid by the CGEWHO to the allottee within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE CGEWHO

The **CGEWHO** hereby represents and warrants to the Allottee as follows:

- (i) The **CGEWHO** has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The **CGEWHO** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the dwelling unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and dwelling unit are valid and subsisting and have been obtained by following due process of law. Further, the **CGEWHO** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and dwelling unit and common areas;
- (vi) The **CGEWHO** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The **CGEWHO** has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said dwelling unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The **CGEWHO** confirms that the **CGEWHO** is not restricted in any manner whatsoever from selling the said dwelling unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the **CGEWHO** shall handover lawful, vacant, peaceful, physical possession of the dwelling unit to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The **CGEWHO** has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate has been issued and possession of dwelling unit with common area has been handed over to the allottee and the association of allottees or the competent authority as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the **CGEWHO** in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the **CGEWHO** shall be considered under a condition of Default, in the following events:

- (i). **CGEWHO** fails to provide ready to move in possession of the dwelling unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the dwelling unit shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the **CGEWHO**'s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by **CGEWHO** under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to **CGEWHO** as demanded by the **CGEWHO**. If the Allottee stops making payments, the **CGEWHO** shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the **CGEWHO** shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the dwelling unit, along with simple interest @10% p.a. and also all the components of Total Price excluding GST as defined in Clause 1.2 within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the **CGEWHO**, simple interest @10% p.a., for every month of delay till the handing over of the possession of the dwelling unit. Which shall be paid by the CGEWHO to the allottee within Forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments against the demand notice issued by CGEWHO as per the Payment Plan annexed hereto, the allottee shall be liable to pay simple interest to the **CGEWHO** on the unpaid amount @10% p.a.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the **CGEWHO** in this regard, the **CGEWHO** at its sole discretion may cancel the allotment of the dwelling unit in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT**

The **CGEWHO**, on receipt of complete amount of the Price of the dwelling unit under the Agreement from the Allottee, along with any other due payments on account of interest etc., shall execute a conveyance deed and convey the title of the [Dwelling Unit] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate.

Provided that, in the absence of applicable law, the conveyance deed in favour of the Allottee(s) shall be carried out by the CGEWHO within 3 months from the date of issue of occupancy certificate subject to the timely co-operation from the Allottee(s) as the nature of the said act prerequisites co-operation.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the **CGEWHO** to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the **CGEWHO** is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

11.1 The **CGEWHO** shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Apartment Owner's Association (AOA) of allottees upon the issuance of completion certificate of the project. . The cost of such maintenance will be charged for 1(one) year from the date of completion certificate is as per clause 1.2 (iv).

However, if the Apartment Owner's Association is not formed within 1 year of receipt of completion certificate of the Project, CGEWHO will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance as mentioned in Para 1.2 (iv) + 10% (in lieu of Price escalation) for the purpose of maintenance for next 1 year and so on. The CGEWHO will refund the balance amount available with CGEWHO against the maintenance charge so collected to Apartment Owner's Association once it is formed.

11.2 Till the time the Apartment Owner's Association take handover of the said Common Areas as envisaged in the Agreement or prevalent laws governing the same, the CGEWHO shall have a right

to appoint any agency for undertaking the maintenance services in the Project ("Maintenance Agency") as it may deem fit, and the CGEWHO or the Maintenance Agency appointed by it has right to recover applicable maintenance charges (as per Para 11.1 above) and other charges as set out in the Maintenance Agreement from allottees/ beneficiaries.

- 11.3 The Allottee/beneficiaries shall join the Association and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the CGEWHO for this purpose. The Allottee undertakes to join the Apartment Owner's Association if and when formed by the CGEWHO or its nominee(s) for a part or whole of the Total Project and the Allottee(s) further undertakes not to join/form any other association of allottees or resident welfare association etc., by itself or in conjunction with other allottees of the said Project.
- 11.4 The terms and conditions relating to maintenance services, use of Common Areas and facilities, payment of Interest Free Maintenance Security Deposit, sinking fund, Maintenance Charges, etc. shall be as set out in the Maintenance Agreement.

12. DEFECT LIABILITY

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the **CGEWHO** as per the agreement for sale relating to such development is brought to the notice of the **CGEWHO** within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the **CGEWHO** to rectify such defects without further charge, within 30 (thirty) days, and in the event of **CGEWHO's** failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. **Provided** that the Allottee(s) or the Apartment owners Association shall not make structural changes during this period without written consent from the CGEWHO.
- 12.2 The Allottee acknowledges that there are several products /equipment /services to be provided by third party (for example lifts, ac, wardrobes, fans, lights, transformer , D.G. unit , Pumps , Motors , Electrical Panels , Hardware , Sanitary / CP Fittings etc.), and the warranty and guarantee provided by the respective third party in respect of such products, equipment and services, will be available to the Allottee as per the products/equipment /services specifications, and the Allottee/AOA can approach such third parties directly for such warranty or guarantee claims. The CGEWHO shall not be responsible for warranty or guarantee for any products/ equipment / services provided in the Apartment and/or Project by any third party.
- 12.3 The Allottee also agrees that for several products, equipment's, machines etc., provided in the Project including but not limited to DG Sets, lifts, etc., require proper preventive periodical maintenance. The CGEWHO shall also not be liable in case there is any default in the proper maintenance of these products, equipment's, machines etc. after handing over the said to AOA of the Project.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

- 13.1 The Allottee hereby agrees to purchase the dwelling unit on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

13.2 RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The **CGEWHO** / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the dwelling unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

Use of Basement and Service Areas

The basement(s) and service areas, if any, as located within the _____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- 15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the dwelling unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [dwelling unit], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the dwelling unit and keep the [dwelling unit], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the dwelling unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the internal/outer of load bearing wall of the dwelling unit.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the **CGEWHO** and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. That, subject to prevailing statutory provisions, a single point electricity connection may be taken for the Project from the competent authority and electricity will be distributed through separate meters to the Dwelling Unit through prepaid systems or direct LT electric supply to the Dwelling Unit shall be provided by the Power Supply Company. Any request by the Allottee(s) for reducing the electrical load or changing the power backup load shall not be entertained and no refund shall be made thereon and the load(s) shall be as mentioned in Schedules to this Agreement.

It is agreed that electric supply and power backup supply capacity shall be provided as per general practice of diversification factor norms on total installed load.

- 15.4 The Allottee(s) hereby confirm, agree and acknowledge that, if booking of the said Dwelling Unit is done through any **Real Estate Agent or Broker**, then in that event CGEWHO shall not be held liable or responsible for any misrepresentation, misleading or false information or commitment provided by such Agent/Broker. The Allottee(s) further agrees and confirms that CGEWHO shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with the Allottee(s).
- 15.5 In case of Residential Unit, the Allottee(s) shall not use the Premises for any purpose other than residence and shall not use the dwelling unit for guest house or any commercial activities or any other activity not allowed under residential use by the competent authority. The Allottee(s) shall also not use the Car Parking(s) allotted to him/her/they for any other purpose other than for parking cars or two wheelers.
- 15.6 In case of Commercial Unit the Allottee(s) shall use the Unit for the purpose of following Commercial activities..... *(to be provided by CGEWHO)* only subject to compliance of all applicable rules, regulations and shall hold valid licenses, if applicable, Further the Allottee(s) shall be solely responsible for all its employees and vendors and shall also maintain the unit and its surroundings clean without causing any hindrance to any common area.
- 15.7 During the pendency of this Agreement to Sell and before execution of conveyance deed if the Allottee(s) give a written request for transfer of the dwelling unit to any third party in the CGEWHO's the said request will not be entertained except in case of death. In such case the transfer will be allowed in favour of legal heirs.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a dwelling unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said dwelling unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the dwelling unit/ at his/ her own cost.

17. ADDITIONAL CONSTRUCTIONS

The **CGEWHO** undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

However, if any change in design layout, fixtures, structural design etc. is mandated by the appropriate government or authority in the duration of this agreement then those change shall be carried out by the CGEWHO after notifying the Allottee(s) and it will not amount to any violation of terms of this agreement and no penalty can be imposed for the same.

18. CGEWHO SHALL NOT MORTGAGE OR CREATE A CHARGE

- 18.1 After the **CGEWHO** executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Dwelling Unit]. It is specifically agreed by the Allottee(s) that they have no objection to the CGEWHO raising loans at any time for the construction of the Project as long as it does not affect the rights and interests of the Allottee(s).

- 18.2 The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee(s) in connection with the payments to be made pursuant to this Agreement and any

mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the CGEWHO), the Allottee(s) shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and / or any other the amounts payable there under.

- 18.3 The Parties further agree that the CGEWHO shall not in any way be liable or responsible for the repayment of the Loan taken by the Allottee(s). All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee(s). Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid by the Allottee(s), the CGEWHO shall have a lien on the Unit to which the Allottee(s) has no objection and hereby waives his right to raise any objection in that regard.
- 18.4 Allottee(s) hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid / outstanding, the Allottee(s) subject to the terms hereof, shall not sell, Transfer, let out and / or deal with the Unit in any manner whatsoever without obtaining prior written permission of the CGEWHO and / or the relevant banks / financial institutions which have advanced the Loan. The CGEWHO shall not be liable for any of the acts of omission or commission of the Allottee(s) which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee(s) to inform the Ultimate Organization about the lien / charge of such banks / financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.
- 18.5 The Allottee(s) indemnifies and hereby agrees to keep indemnified the CGEWHO and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the CGEWHO and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Allottee(s) of the terms and conditions

19. UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP)ACT, 2010)

The **CGEWHO** has assured the Allottees that the project in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment (Promotion of Construction, ownership and Maintenance Ownership) Act, 2010 . The **CGEWHO** showing compliance of various laws/regulations as applicable in Uttar Pradesh.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the **CGEWHO** does not create a binding obligation on the part of the **CGEWHO** or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the **CGEWHO**. If the Allottee(s) fails to execute and deliver to the **CGEWHO** this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the **CGEWHO**, then the **CGEWHO** shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. RIGHT TO AMEND

This Agreement may only be amended through written consent of both the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Dwelling Unit, in case of a transfer, as the said obligations go along with the Dwelling Unit for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The **CGEWHO** may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the **CGEWHO** in the case of one Allottee shall not be construed to be a precedent and /or binding on the **CGEWHO** to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the **CGEWHO** to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the dwelling unit bears to the total carpet area of all the dwelling units in the Project.

27. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the **CGEWHO** through its authorized signatory at the **CGEWHO's** Office, or at some other place, which may be mutually agreed between the **CGEWHO** and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the **CGEWHO** or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES

That all notices to be served on the Allottee and the **CGEWHO** as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the **CGEWHO** by Registered/Speed Post at their respective addresses specified below: _____Name of Allottee

_____ (Allottee Address)

M/s _____ **CGEWHO** name

_____ (CGEWHO Address)

It shall be the duty of the Allottee and the **CGEWHO** to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered/Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the **CGEWHO** or the Allottee, as the case may be.

30. CO-ALLOTTEES / JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the **CGEWHO** to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the dwelling unit as the case may be , prior to the execution and registration of this Agreement for Sale/Lease for such dwelling unit, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale/Lease or under the Act or the rules or the Regulations made there under :

32. GOVERNINGLAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

34. All other conditions as mentioned in part A & B of Scheme Brochure.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on ____ in the presence of:

Please affix
photograph and
sign across the
photograph

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Central Government Employees
Welfare Housing Organisation (CGEWHO)
(Authorized Signatory)

Please affix
photograph and
sign across the
photograph

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

- SCHEDULE "A"** - Please insert description of the [Apartment/Plot] and the garage/parking (if applicable) along with boundaries in all four directions; page 22 & 23
- SCHEDULE "B"** - Floor plan of the apartment at page 24
- SCHEDULE "C"** - Payment Schedule at page 4
- SCHEDULE "D"** - Basic Technical Specification at page 4
- SCHEDULE "E"** - Central Amenities at page 3

LOCATION MAP



Distance from CGEWHO

1 - Pari Chowk (Metro Station)	3.9 kms	4 - Gautam Buddha University	3.7 kms
2 - Ansal Plaza Mall	3.8 kms	5 - Kailash Hospital	5.0 kms
3 - Radisson Blue	1.8 kms	6 - J. P. International School	2.6 kms



CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION

6th Floor, A Wing, Janpath Bhawan, Janpath, New Delhi-110001
Ph.: 011-23717249, 23739722, 23355408, Fax : 011-23717250
Website : www.cgewho.in, Email : cgewho@nic.in

Site Address : Plot No.7, Sector-P4, Builders Area, P.O. Gujinder Vihar, Greater Noida-201 315, Uttar Pradesh

Price: Rs. 500/-