

## **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] [PAN AAATC1861B]**, 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 6<sup>th</sup> Floor, A Wing, Janpath Bhawan, Janpath, New Delhi – 110001 and its Site Office at Kendriya Vihar, 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.

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**WHEREAS:**

- (A) The **CGEWHO** is the absolute and lawful owner at Sector-P4, (Phi-2) Plot No. 7, Builder Area, PO Gurjinder Vihar, Greater Noida, UP. Vide Sale Deed dtd.2010 registered as Registration No. 18176/2010 at the office of Sub Registrar.
- (B) The Plot admeasuring \_\_\_\_\_m<sup>2</sup>; at Sector-P4, (Phi-2) Plot No. 7, Builder Area, PO Gurjinder Vihar, 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 “Kendriya Vihar-Greater Noida (Phase II) ”
- (C) 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;
- (D) The Greater Noida Industrial Development Authority has granted the permission to develop the Project vide approval dated \_\_\_\_\_;
- (E) 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
- (F) 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.\_\_\_\_\_;
- (G) 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**;
- (H) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- (I) 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.
- (J) 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;
- (K) 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;

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- (L) 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) One 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 5<sup>th</sup> and final call up letter:

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- (a) Maintenance charges @1% of the cost of Dwelling Unit for the period of one year as provided in clause 11.
- (b) Interest Free Maintenance Security Charges (IFMS) @1% of the cost of Dwelling Unit.
- (c) The cost of one additional car parking is Rs. 3,15,000/- (including GST @5%) [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 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 ten percent towards the Total Price of the Dwelling Unit at the time of

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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. And Provided that the booking amount shall be @ 10% of the Total Price of the dwelling unit.

- 1.13 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.
- 1.14 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.
- 1.15 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.

- 1.16 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.
- 1.17 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).
- 1.18 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 HO Account NO. 110037411198 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 December, 2028, 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 on ce all phases are completed. The CGEWHO shall not change more than the normal maintenance charges from the allottees.

## 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 holdng 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.

### 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 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 AND 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 and 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.

UPRERA REGISTRATION NO. \_\_\_\_\_

**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. GOVERNING LAW**

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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

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:

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

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

WITNESSES:

UPRERA REGISTRATION NO. \_\_\_\_\_



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
- SCHEDULE "B"** - Floor plan of the apartment
- SCHEDULE "C"** - Payment plan by the Allottee

UPRERA REGISTRATION NO. \_\_\_\_\_

# CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION

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

## APPLICATION FORM PROJECT : GREATER NOIDA PH- II HOUSING SCHEME

Regn. No. : \_\_\_\_\_

THE CEO, CGEWHO

Janpath Bhawan, 'A' Wing

6th Floor, Janpath, New Delhi-110 001

AFFIX  
Photograph  
here

Personal Particulars:

1. Full Name

2. Father/ Husband's Name

3. Whether Belongs To ☒ SC ☐ ST ☐ OTHERS ☐ PWD ☐ 4. 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)

5. Name of the Office & Address

City  State

Pin  Telephone

6. Parent Department, If on Deputation: \_\_\_\_\_

7. Designation/Occupation: \_\_\_\_\_ 7(a) Level: \_\_\_\_\_

8. Aadhar No:   
(Attach attested photocopy)

9. Date of Birth:    10. PAN with Income Tax Authority

(Attach attested photocopy)

11. Date of Appointment in Central Govt. Service

12. Date of Retirement, (If Retired):

13. Pension Payment Order No. \_\_\_\_\_ & Date     
(Applicable in case of retired personnel only)

14. Address For Correspondence:

City  State

Pin  Telephone-Landline/Mobile

E-mail

15. City of Scheme: Greater Noida Ph-II 16. Type of unit  17. Car Parking requirement at Additional Cost  
Yes ☐ No ☐

UPRERA REGISTRATION NO. \_\_\_\_\_

18. Amount Paid In words ( )

RTGS/NEFT/DD No. \_\_\_\_\_ Date of Payment 

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Name of Banker: \_\_\_\_\_ Bank Address: \_\_\_\_\_

Account No. \_\_\_\_\_ Name of Bank: \_\_\_\_\_ IFSC Code: \_\_\_\_\_

Branch Name &amp; Address

[illegible]

Relationship of Nominee with Alottee/Beneficiary:

21. That out of total amount paid of Rs. \_\_\_\_\_, Rs. \_\_\_\_\_ shall be non-refundable towards processing fee and balance Rs. \_\_\_\_\_ shall be Partial Booking Amount. In case the Applicant(s) does not deposit the balance 10 % of booking amount of Rs. \_\_\_\_\_/- before execution of Agreement for sale, the application for booking of DU shall be cancelled.

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

23. 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.
- 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.

24. 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.

25. 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 (Score out whichever is not applicable)).

Certified that Mr/Ms/Mrs. \_\_\_\_\_ is employed with \_\_\_\_\_ as \_\_\_\_\_

It is further certified that Mr/Ms/Mrs ..... is 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.

26. Date of Application: 

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UPRERA REGISTRATION NO.

## **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/1<sup>st</sup> 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 Ph- II and its urban agglomeration.
- 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 also have not applied for 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]**



# LOCATION MAP

The Project is  
located on Near  
Pendurthi Junction,  
Anakapalli Road,  
Visakhapatnam, A.P.



## CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION

6th Floor, 'A' Wing, Janpath Bhawan, Janpath, New Delhi- 110 001

Phone : 011 23327012, 23717249, 23739722, 23355408

Website : [www.cgewho.in](http://www.cgewho.in), E-mail : [cgewho@nic.in](mailto:cgewho@nic.in)