



CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION

KOLKATA PH-III HOUSING SCHEME



Artistic Impression

Upgrade your life with the newest address in Joka

SCHEME BROCHURE CGEWHO RULES, AGREEMENT FOR SALE & APPLICATION FORM



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WBRERA
HIRA/P/SOU/2021/001183

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ONE EARTH • ONE FAMILY • ONE FUTURE

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

6th floor, 'A' Wing, Janpath Bhawan, Janpath, New Delhi-110001

Ph: 011-23717249, 23739722, 23355408

Website: www.cgewho.in, E-mail: cgewho@nic.in

Announces

Kolkata (Phase III) Housing Scheme (WBREERA Registration No. HIRA/P/SOU/2021/001183)

ABOUT THE ORGANISATION: Central Government Employees Welfare Housing Organisation (CGEWHO) is a registered Society under the aegis of Ministry of Housing & Urban Affairs, Govt. of India. CGEWHO has successfully completed 33 housing projects all over India comprising 16,576 Dwelling Units (DUs). The housing scheme is announced on No-Profit No-Loss and self-financing basis.

LOCATION: The site is located at Diamond Harbour Road, Opposite Bharat Sevashram Sangha Hospital, Joka, South 24-Parganas, Kolkata, West Bengal – 700104.

ABOUT THE SCHEME: Applications are invited from Priority I & II eligible categories as under:

Priority I

- Central Government Employees:** Serving or retired Central Government Employees, who are covered by the definition as given in the Clause 3 of Part B of scheme brochure, will be eligible.
- 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.
- Employees of CGEWHO,** with a minimum of one year of service, will be eligible.

Note :

(i) 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 Clause 4 of Part-B of the Scheme Brochure.

Priority II

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

Type	Accommodation in Dwelling Unit(DU)	Configuration S + 12	Carpet Area / Built-up Area [in sq.ft.]	Nos of Units (\$)	Non-refundable Processing Fees	Booking Amount {10% of cost of DU}		Total cost including GST @5% [*]
						Partial Booking Amount to be paid along with Application	Balance to be paid on allotment of Dwelling Unit	
C (3BHK with Car Parking)	Drawing-cum Dining, Kitchen, 3 Bedrooms, 2 Toilets, 1 PD Room 3 Balconies.		742 / 970	92	₹ 3000.00	₹ 1,80,000/-	₹ 3,80,952/-	₹ 56,09,520/-
N (3BHK with Car Parking)	Drawing-cum Dining, Kitchen, 3 Bedrooms, 3 Toilets, 3 Balconies		830 / 1025	144	₹ 3000.00	₹ 1,80,000/-	₹ 4,47,480/-	₹ 62,74,800/-
Note: (*) Excluding : (i) 1% of total cost of DUs towards IFMS (Interest Free Maintenance Security Charges); (ii) 1% of total cost of DUs towards Advance Maintenance charges for one year. ➤ Electricity meter, IGL/PNG connection, Sinking Fund, additional generator connected load, Prepaid Meter charges, FTTH (fiber to the home) and any other additional facilities cost to be paid extra if such service provided. \$ 45 units of type C and 43 units of type N have already been subscribed till date.								

WBREERA REGISTRATION NO. HIRA/P/SOU/2021/001183

SALIENTS FEATURES:

- Proximity of IIM Kolkata, Various Schools & Hospitals
- Swimming Pool;
- Solar Panels;
- Rain water harvesting;
- Sewage Treatment Plant;
- Organic waste composter;
- Kids Zone;
- Community Hall;
- Generator backup for common areas;
- Generator backup for 3 BHK – 3 KVA;
- Fire door at fire escape staircase;
- Intercom;
- CCTV surveillance.

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 “**CGEWHO Kolkata Phase 3 HO Account**” payable at New Delhi, from any of the following:-

- (i) By downloading from CGEWHO's official website. In such a case, Rs.500/- may be added towards cost of 'CGEWHO SCHEME BROCHURE' in processing fees.
- (ii) CGEWHO's site office at the site is located at Diamond Harbour Road, Opposite Bharat Sevashram Sangha Hospital, Joka, South 24-Parganas, Kolkata, West Bengal – 700104
- (iii) CGEWHO's Head Office at New Delhi.

For more information or clarification about Kolkata (Phase III) Housing Scheme kindly contact to the following official or visit our website “www.cgewho.in”

Site office:

Mr. Gousal Azam (Project Manager, Kolkata) : 7978466567
Mr. Golam Rasul Sheikh : 9804227054

Head Office:

Mr. Varender Beri : 7065044985
Mr. Chandan Singh : 7065044986

SCHEME OPEN FROM : 06/08/2023

SCHEME CLOSES ON : 15/09/2023

Note: Application forms dully completed are to be sent at CGEWHO's Head Office.

PART- A : KOLKATA (PHASE III) HOUSING SCHEME

1. INTRODUCTION / BACKGROUND :

i) Central Government Employees Welfare Housing Organization (CGEWHO), an autonomous body of Ministry of Housing & Urban Affairs, Government of India and registered under the Societies Registration Act 1860, specifically created for execution of housing projects for Central Government Employees, on 'No Profit No Loss' & 'Self Financing' basis throughout country. Recently Greater Noida Ph-I project consisting of 1794 DUs has been completed. Further, 4234 (Approx) dwelling units (DUs) are under various stages of planning and construction in cities like Chennai (TN), Greater Noida (UP), Visakhapatnam (AP) 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	Bhubaneshwar (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 at Joka, South 24-Parganas, Kolkata (WB).

iii) This brochure outlines 'Rules & Regulations' governing the *Kolkata (Phase III)* Housing Scheme as per guidelines of the West Bengal Real Estate (Regulation and Development) Rules, 2021 alongwith 'Agreement for Sale' and Application Form'.

2 Location: The site is located at Diamond Harbour Road, Opposite Bharat Sevashram Sangha Hospital, Joka, South 24-Parganas, Kolkata, West Bengal - 700104 [Please refer to the location plan at cover page of this Brochure].

3 Salient Features:

- Proximity of IIM Kolkata, Various Schools & Hospitals
- Swimming Pool;
- Solar Panels;
- Rain water harvesting;
- Sewage Treatment Plant;
- Organic waste composter;
- Kids Zone;
- Community Hall;
- Generator backup for common areas;
- Generator backup for 3 BHK – 3 KVA;
- Fire door at fire escape staircase;
- Intercom;
- CCTV surveillance.

4. TENTATIVE DETAILS OF DWELLING UNITS/FLATS:

The project is planned with 236 nos of dwelling units with connected central amenities. The details of the dwelling units are as under:

Type	Accommodation in Dwelling Unit	Configuration S + 12	Carpet Area / Built-up Area [in sq.ft.]	Nos of Units (\$)	Non-refundable Processing Fees	Booking Amount {10% of cost of DU}		Total cost including GST @5% [*]
						Partial Booking Amount to be paid along with Application	Balance to be paid on allotment of Dwelling Unit.	
C (3BHK with Car Parking)	Drawing-cum Dining, Kitchen, 3 Bedrooms, 2 Toilets, 1 PD Room 3 Balconies.	Configuration S + 12	742 / 970	92	₹ 3000.00	₹ 1,80,000/-	₹ 3,80,952/-	₹ 56,09,520/-
N (3BHK with Car Parking)	Drawing-cum Dining, Kitchen, 3 Bedrooms, 3 Toilets, 3 Balconies		830 / 1025	144	₹ 3000.00	₹ 1,80,000/-	₹ 4,47,480/-	₹ 62,74,800/-
<p>Note: (*) Excluding :</p> <p>(iii) 1% of total cost of DUs towards IFMS (Interest Free Maintenance Security Charges);</p> <p>(iv) 1% of total cost of DUs towards Advance Maintenance charges for one year.</p> <p>➤ Electricity meter, IGL/PNG connection, Sinking Fund, additional generator connected load, Prepaid Meter charges, FTTH (fiber to the home) and any other additional facilities cost to be paid extra if such service provided.</p> <p>\$ 45 units of type C and 43 units of type N have already been subscribed till date.</p>								

5. BASIC TECHNICAL SPECIFICATIONS:

Living / Dining / Lobby / Passage	
Floor	Vitrified Tiles
Walls	Plaster of Paris/Wall Putty
Bedrooms	
Floor	Vitrified Tiles in all Bedrooms
Walls	Plaster of Paris/Wall Putty
Kitchen	
Walls	Rectified joint free tiles up to 2' on counter walls and wash areas, balance finished with Plaster of Paris/Wall Putty.
Floor	Anti-skid ceramic tiles.
Counter	Granite Counter.
Fitting / Fixtures	Stainless Steel Sink with reputed make fittings.
Bathrooms	
Walls	Designed ceramic tiles up to door height.
Floor	Anti Skid Ceramic tiles.
Sanitary Ware and CP Fittings	Sanitary ware and fittings of reputed make.
Doors & Windows	
Entrance Doors	Decorated Flush Doors.
Internal Doors	Flush Doors.
Windows	Aluminum windows.
Electrical	
Modular switches of reputed make and concealed copper wiring.	

6. PAYMENT SCHEDULE:

S. No.	Particulars	Amount	Stage
1	Partial booking amount	1) ₹ 1,80,000/- plus ₹ 3000/- non-refundable processing fees for Type "C" {3 BHK}. 2) ₹ 1,80,000/- plus ₹ 3000/- non-refundable processing fees for Type "N" {3 BHK}.	On submission of application for booking of flat through draw of lots.
2	Allotment	10% of total cost minus Partial Booking Amount.	Within 30 days from the date of issue of this allotment letter and before execution of agreement for sale
3	1 st Instalment	20% of total cost	On commencement of construction
4	2 nd Instalment	25% of total cost	On completion of 30% works in terms of financial progress
5	3 rd Instalment	25% of total cost	On completion of 55% works in terms of financial progress
6	4 th Instalment	20% of total Cost	On completion of 80% works in terms of financial progress
7	5 th Instalment	1) IFMS @1% of total cost of DUs (including parking charges & GST) 2) 1-year advance maintenance charges @1% of total cost of DUs (including GST) 3) Any other statutory charges/levies etc. if any	At the time of offer of handover of Flat/Apartment.

7. CONSTRUCTION SCHEDULE:

- i) Project work will be tentatively completed in **December 2026** with the grace period of Six Months.
- 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 West Bengal Real Estate (Regulation and Development) Rules, 2021 [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:

i) Intending applicants may obtain the CGEWHO Rules Brochure at a cost of Rs.500/- in cash or through Bank Draft in favour of "**CGEWHO Kolkata, Phase 3, HO Account**" **A/c No 120027137644** , payable at New Delhi from following points:

- (iv) By downloading from CGEWHO's official website [www.cgewho.in]. In such a case, Rs.500/- may be added towards cost of 'CGEWHO SCHEME BROCHURE' with the Booking Amount towards Processing Fees [including GST and Non-Refundable]
- (v) CGEWHO's site office at Diamond Harbour Road, Joka, South 24-Parganas, Kolkata - 700104
- (vi) CGEWHO's Head Office at New Delhi.

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 from w.e.f. 06/08/2023 (Sunday)
Scheme Closes on 15/09/2023 (Friday)

11. 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/ Earnest Money Deposit or processing fee paid along with the completed application.

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 **three months** 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 which will be held **within three months** from the date of closure of the scheme or extension, if any. In case of under-subscription and if applications are received less than 50% of dwelling unit/Apartment/Flat(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 or the District Sub Registrar or the Registrar of Assurances, Kolkata.

15. IMPORTANT POINTS:

- i) *Change of Address: All correspondence will be made with the applicants/beneficiaries on the address mentioned at SI No. 13 of the Application Form. Any change of address should be notified to the CGEWHO, New Delhi, in the format given at Annexure-VI of Part 'C'.*
- 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 between 0930 and 1300 Hours.*
- 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 their queries like Change of Address, 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 possible and hence beneficiaries are advised NOT to enter into avoidable correspondence requesting for waiver of interest towards equalization charges.*

- vi) *Beneficiaries forwarding the Tripartite Agreement for availing HBA/ loan from HUDCO/HDFC/LICHFL/GICHFL 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.
- vii) *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 is a 'Society' 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. The Society is a registered body under the Societies Registration Act of 1860.

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 debitable 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. **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.

II) 50% Demand Survey

PRIORITY- II

- I. Employees in service of Central PSUs, State Government, Union Territory Administration, Autonomous Bodies, Corporations, Nationalised Banks etc.
- II. ii) Serving uniformed employees of the Ministry of Defence 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 given below.

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, where the CGEWHO is planning a Scheme, will not be eligible for that Scheme. For this purpose, urban agglomeration is considered contiguous to the city of the scheme (e.g. Delhi, Noida, Greater Noida, Gurgaon, Faridabad) will be considered as one city / town / location.
- 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 and Villa-Four bedroom unit with Servant Quarter. 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.
- 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 West Bengal Real Estate (Regulation and Development) Rules, 2021 and as amended from time to time.

13. HOW TO APPLY:

- The CGEWHO will announce the Scheme, giving location, station, types, Carpet area and tentative cost of each unit for inviting applications.
- An employee who is eligible 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 by downloading the e-application form from CGEWHO's website [i.e. www.cgewho.in], in that case, applicant will have to pay **Rs.500/-** more along with Partial Booking Amount and Processing Fee.

On receipt of the Application Form and the 'CGEWHO Rules', the applicant should fill the Form and return the same to the CGEWHO by the specified time, along with the following:

a) Bank draft/RTGS/NEFT as under:

Type of Dwelling Unit/Flat	Non-Refundable Processing Fees	Booking Amount {10% of cost DU}		Total Amount
		Partial Booking Amount to be paid along with Application	Balance to be paid before execution of Agreement for Sale	(b + c + d)
a	b	c	d	E
C (3 BHK)	₹ 3,000	₹ 1,80,000/-	₹ 3,80,952/-	₹ 5,63,952/-
N (3 BHK)	₹ 3,000	₹ 1,80,000/-	₹ 4,47,480/-	₹ 6,30,480/-

- Affidavit as per the format prescribed in the CGEWHO Application Form duly forwarded by its employer (Applicable for Priority-I & II only) as defined in Page 74.
- Pay slip or copy of PPO duly self-attested [Not applicable for priority-III], copy of PAN, and Copy of Aadhar, if available. Priority III applicant should enclose ITR of last year.
- PwD Form dully filled in as defined at Page 48; if applicable.

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.

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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 may join late 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.)

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 "**CGEWHO KOLKATA PH 3 HO Account**", Canara Bank duly endorsed 'payee A/c only'.

- (a) Account Name – CGEWHO KOLKATA PH 3 HO ACCOUNT;
- (b) Account No. 120027137644;
- (c) IFSC Code – CNRB0000267;
- (d) Bank – Canara Bank
- (e) Branch Name – DELHI SOUTH EXTENTION.

Payments in cash or cheque from individual account will not be accepted. However, Cheque from the GoI organisation(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 cgewhoamit22@gmail.com in following format:

- 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 will be conducted by a draw of lots and the results 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:** 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 Annexure VII 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 Advt for announcement of Kolkata (Phase III) Hsg. Scheme and before draw of lots.	Processing Fees only
After draw of lots for specific unit/ floor and Issue of Allotment Letters to successful applicants	Processing Fees only
After execution of Agreement for Sale	Processing Fees + Total Booking amount
Refund to unsuccessful applicants; Intimation to waitlisted applicants	Processing Fees will be forfeited and the partial booking amount will be refunded Within 45 working days without any interest
Note:- In case of under subscription, Scheme will be opened to 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/Flats	Overhead Charges (in Rs.)
A/L (1 BHK)	1,000.00
B/M (2 BHK)	2,000.00
C/N (3 BHK)	3,000.00
D (4 BHK)	4,000.00
VILLA (4 BHK WITH Serv. Qtr.)	5,000.00

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 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 possession late will, however, be obliged to pay to the monthly up-keep & maintenance charges to its Association of allottees/Society, as levied w.e.f. the date made applicable by the association besides the above overhead charges payable to CGEWHO.

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 -C 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. 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/er 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. ii) Relinquishment/Release Deed from the other Class-I legal heir(s) of the deceased [Format available in the Website: www.cgewho.in].
- III. 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 Kendriya Vihar Society/Association of Allottee(s) as per its bye-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 (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.1000.00 per document subject to maximum of Rs.5000.00 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)

TYPE "C" AREA STATEMENT




Flat Type C	3BHK-Type-1 Area in SQM Block-1	3BHK-Type-2 Area in SQM Block-1
Bed Room-1	12.50	12.27
Cup Board	0.80	0.80
Toilet-1	2.97	2.98
Toilet-3	1.86	1.86
Bed Room-2	10.48	10.48
Living Dining	20.58	20.56
Kitchen	4.69	4.92
Toilet-2	2.98	2.99
Bed Room-3	7.59	7.47
Cup Board	0.74	0.75
Internal wall	2.75	2.85
Washing Machine area	1.05	1.05
Carpet area in Sqm	68.99	68.98
Carpet area in sqft	742.33	742.22
Balcony-1	5.72	6.15
Balcony-2	4.73	4.73
Balcony-3	3.60	3.60
External Wall area	7.11	6.69
Built-up area in sqm	90.15	90.15
Built-up area in sqft	970.01	970.01

TYPE "N" AREA STATEMENT

Flat Type N	3BHK-Type-1 Area in SQM Block-3	3BHK-Type-2 Area in SQM Block-3	3BHK-Type-3 Area in SQM Block-3
Bed Room-1	13.25	13.10	13.47
Cup Board	0.79	0.79	0.79
Toilet-1	2.82	2.82	3.06
Toilet-3	2.99	2.49	2.84
Bed Room-2	10.18	10.18	10.18
Living Dining	20.62	20.96	20.79
Kitchen	5.93	5.82	5.94
Toilet-2	2.61	2.99	2.61
Bed Room-3	10.22	10.22	10.34
Cup Board	0.79	0.79	0.79
Internal wall	4.20	4.23	3.74
Washing Machine area	1.25	1.25	1.10
Box	1.50	1.50	1.50
Carpet area in Sqm	77.15	77.14	77.15
Carpet area in sqft	830.10	830.03	830.10
Balcony-1	4.56	4.61	4.61
Balcony-2	4.43	4.43	4.3
Balcony-3	1.95	1.89	1.95
External Wall area	7.18	7.20	7.26
Built-up area in sqm	95.27	95.27	95.27
Built-up area in sqft	1025.07	1025.11	1025.07

SITE PLAN



-  BLOCK - 1
-  BLOCK - 2
-  BLOCK - 3

2ND - 12TH FLOOR PLAN

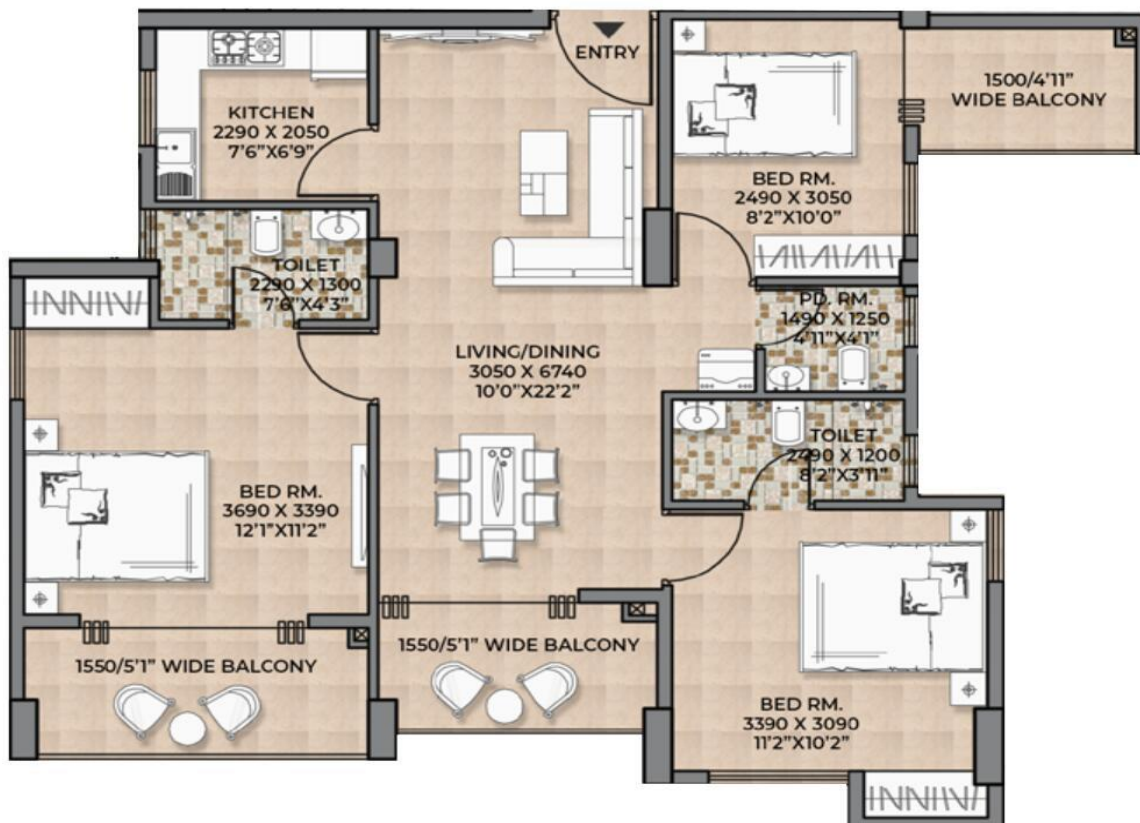
BLOCK 1 (Type "C")



TYPICAL FLOOR PLAN(S) – TYPE “C” [3 BHK]



TYPE - 1
BLOCK - 1



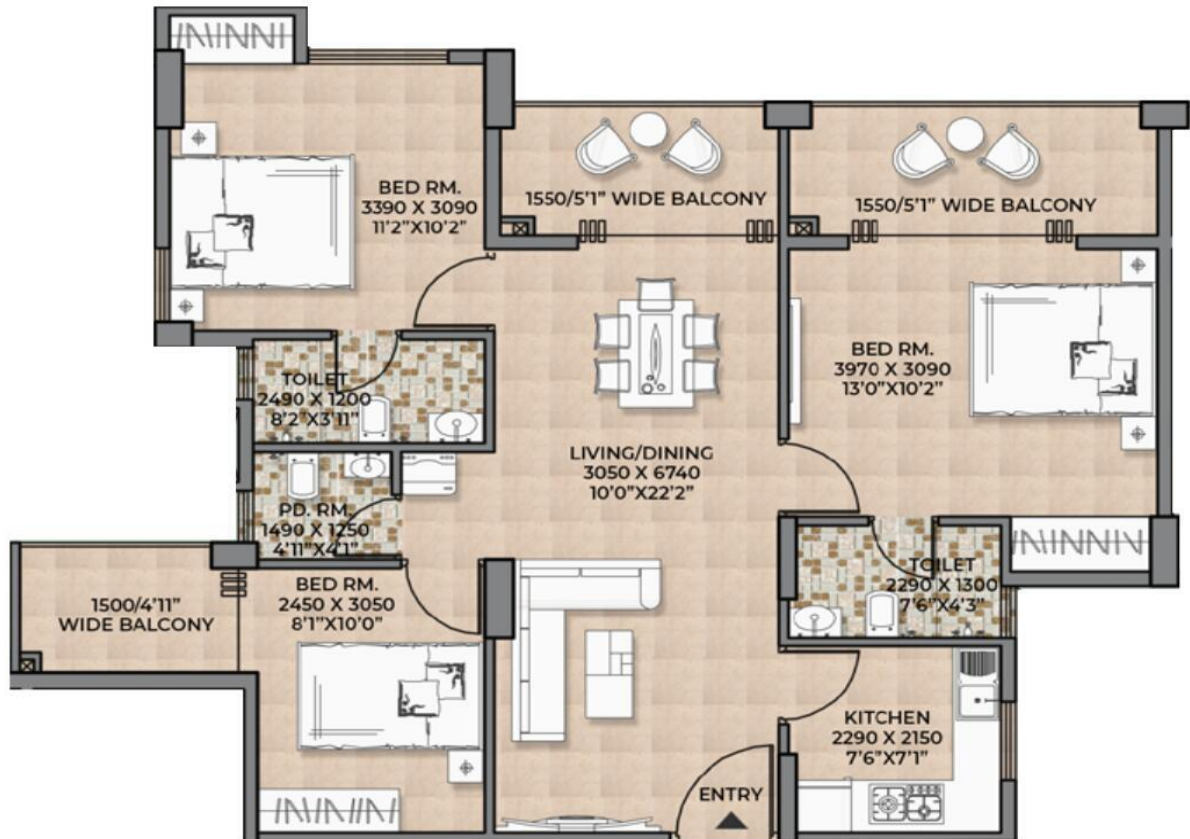
B.U. AREA	970 SQ. FT.
CARPET AREA	742 SQ. FT.

PROPOSED HOUSING COMPLEX
CGEWHO KENDRIYA VIHAR, KOLKATA, PH-III

TYPICAL FLOOR PLAN(S) – TYPE “C” [3 BHK]



**TYPE - 2
BLOCK - 1**



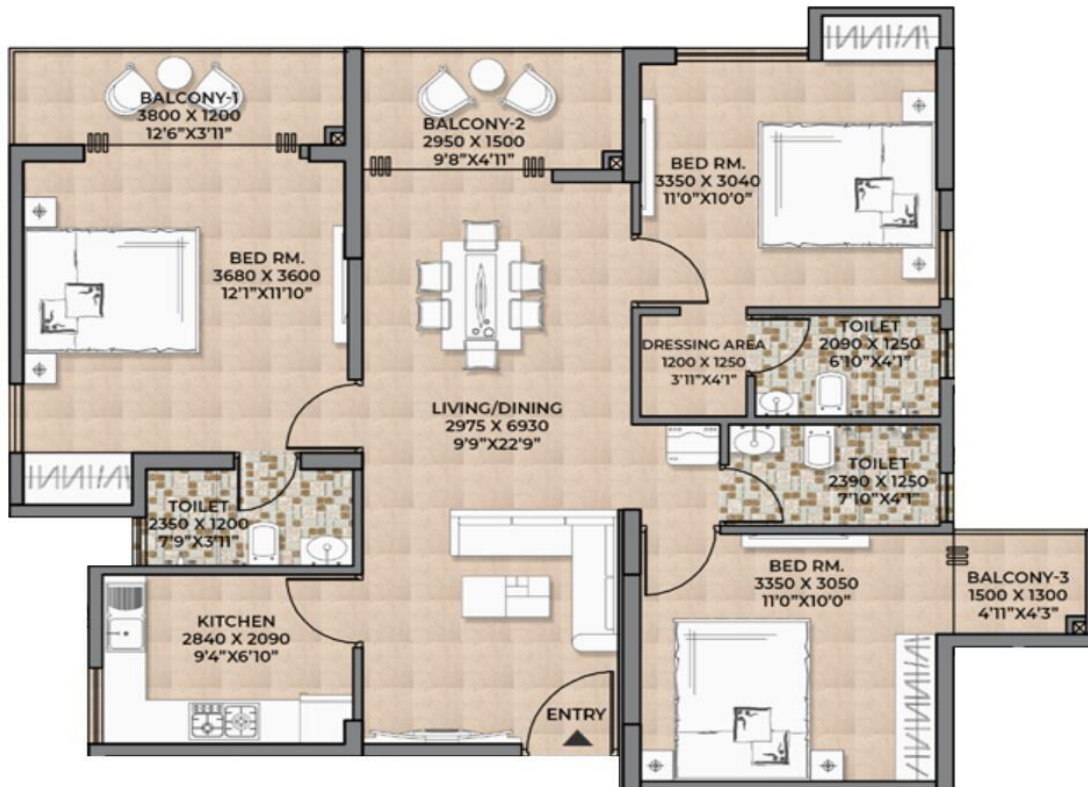
B.U. AREA	970 SQ. FT.
CARPET AREA	742 SQ. FT.

**PROPOSED HOUSING COMPLEX
CGEWHO KENDRIYA VIHAR, KOLKATA, PH-III**

TYPICAL FLOOR PLAN(S) – TYPE “N” [3 BHK]



**TYPE - 1
BLOCK - 3**



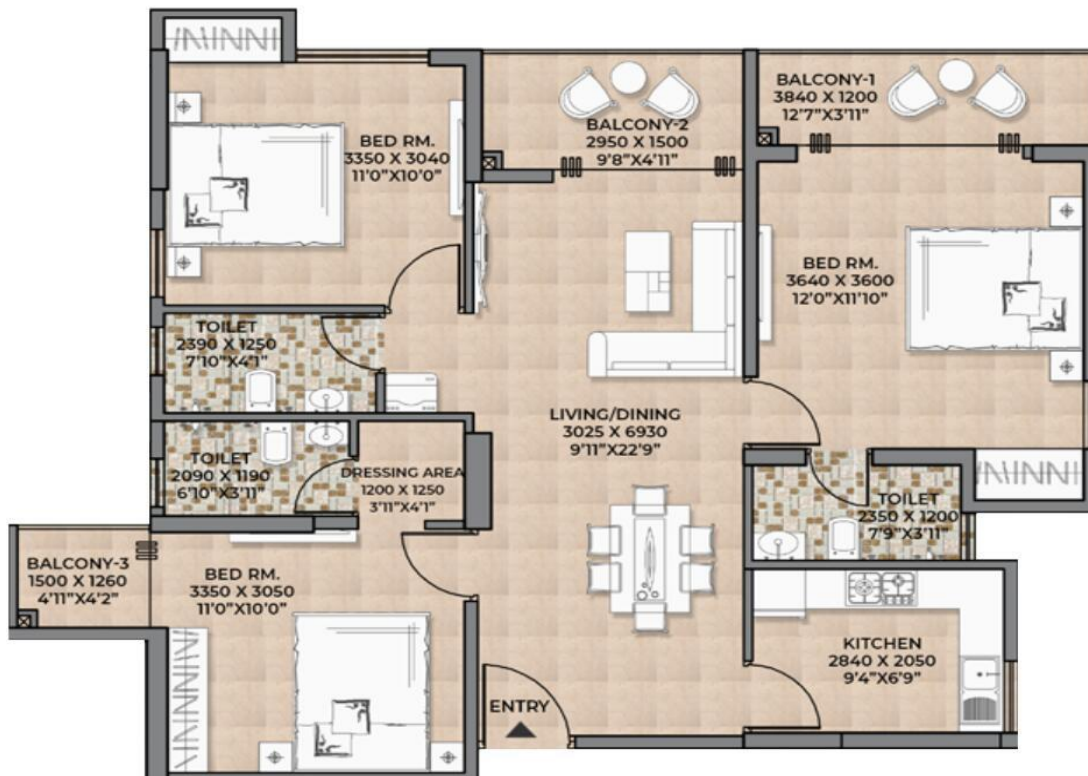
B.U. AREA	1025 SQ. FT.
CARPET AREA	830 SQ. FT.

**PROPOSED HOUSING COMPLEX
CGEWHO KENDRIYA VIHAR, KOLKATA, PH-III**

TYPICAL FLOOR PLAN(S) – TYPE “N” [3 BHK]



**TYPE - 2
BLOCK - 3**



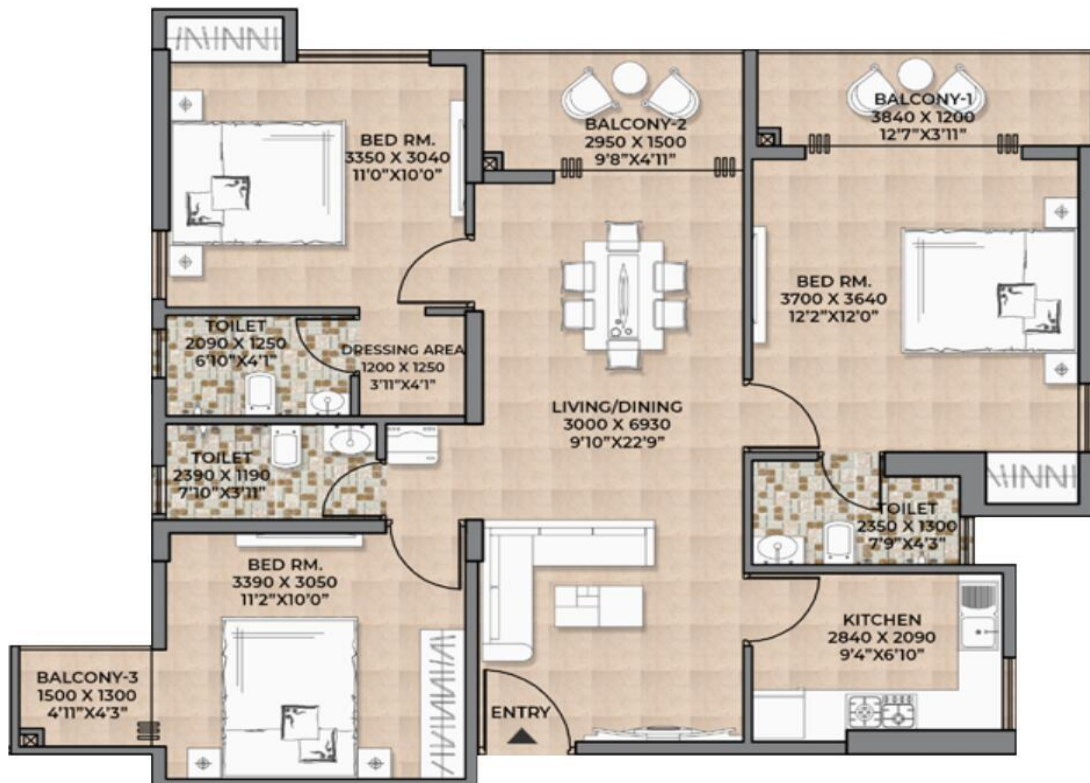
B.U. AREA	1025 SQ. FT.
CARPET AREA	830 SQ. FT.

**PROPOSED HOUSING COMPLEX
CGEWHO KENDRIYA VIHAR, KOLKATA, PH-III**

TYPICAL FLOOR PLAN(S) – TYPE “N” [3 BHK]



**TYPE - 3
BLOCK - 3**



B.U. AREA	1025 SQ. FT.
CARPET AREA	830 SQ. FT.

**PROPOSED HOUSING COMPLEX
CGEWHO KENDRIYA VIHAR, KOLKATA, PH-III**

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

PROFORMA FOR PAYMENT DEPOSIT

(Photocopy may be used :: to be used for payment thr. DD/pay order/cheques of HBA/FI)

To, The C.E.O Central Govt. Employees Welfare Housing Organisation 6th 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's Cheque against _____
_____ instalment for the _____ Housing
Scheme. This amount has been drawn from my H.B.A./Housing Loan from HDFC, GICHFL, LICHFL,
Bank/other financial institutions (name) _____/Personal Resources.

SL	Demand Draft / Banker's Cheque No.	Date of DD/BC	Amount (in Rs.)	Drawn on (BANK's NAME)
		TOTAL		

Thanking you,

Yours faithfully,

Date _____

(Signature)

Beneficiaries Making Payment through NEFT / RTGS

Details may be send through E-MAIL at cgewhoamit22@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 Govt. Employees Welfare Housing Organisation 6th 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 address may please be changed to

Old Address :	New Changed Address :

Thanking you,

Yours faithfully,

Date _____

(Signature)

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 Employees 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. 1/-
Revenue Stamp

Regn.No. : _____

Name : _____

Address : _____

Note : Please give full details of all the loans availed by you.

(Signature of applicant)

(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 affirm
on oath and state as follows:

(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

(iii) That my husband/wife/son/daughter/sister/brother died on (date) leaving
behind the following legal heirs:

Name	Age
------	-----

a)

b)

c)

(iv) That Late Shri / Smtdied interstate/executed registered will
datedbequesting 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 alsonominated me/(dwelling
unit) at project, at station

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

(vi) That I indemnify harmless CGEWHO in respect of any claim which may be made hereinafter by any of
the legal heirs 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
rules of allotment of CGEWHO.

(ix) I own the following properties:

Particularsof the Station Area Property

a) b) c) d)

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

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

- i) That Late Shri/Smt..... was a registrant of Central Government Employees Welfare Housing Organisation (CGEWHO) in respect of a typedwelling unit at(station) promoted by CGEWHO vide registration no
- ii) That Shri /Smt.died on at(place).
Late Shri/Smt.....died inter of
- iii) That I release and relinquish my right in the aforesaid typedwelling unit at project..... in favour of my father mother / 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 Release Deed in favour of.....

IN WITNESS whereof I have signed this document/deed at.....
on this day of 20.....

WITNESS:

- 1.
- 2

EXECUTED
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 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 alongwith car parking
space No and scooter parking space No. under the
CGEWHO's housing scheme at

I hereby constitute and appoint Shri/Smt son /daughter 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 signatures are attested here under:

Signature of Attorney

Signature of Attorney attested by the benefiting

Date :

Place:

DEPONENT

(Note: This affidavit 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 ora 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, administrator 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 of 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, administrations 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/instalments 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 therein the terms and conditions regarding Housing Loan for purchase of House/Flat.

6. AND WHEREAS the Borrower has represented that the 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.

... contd..

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

It is hereby agreed to and by between the parties hereto on the terms and conditions set forth hereinbelow.

1. That the Borrower hereby authorise the Bank to made 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 shall in each case the 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 a lien on the house/flat and Borrower may furnish the house/flat as 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 loan sanctioned by the bank and as soon as the sale deed/lease deed as 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 right to suspend further disbursement of the sanctioned loan remaining loan instalments 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 even 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 as per CGEWHO Rules.
9. That the Organisation shall not issue duplicate allotment letter and possession letter tthe borrower without obtaining the prior written consent of the Bank.
10. That is the event of default by the borrower, the Bank may at its discretion enforce the security by sale to a

... contd..

person in consultation with the Organisation and Organisation shall accept the purchase of house/flat in place of borrower who shall be eligible to acquire the flat/dwelling unit as per rules of the Organisation, after the purchaser's complying with the necessary requirements of the Organisation in this respect.

IN WITNESS WHEREOF THE parties hereto 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.

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

MOBILE NO. _____

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 :

House Building Advance (from Central Govt.)	Amount	Loan A/c No.
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 _____

(To be signed and submitted before taking over physical possession of DU.)

APPLICATION FOR MEMBERSHIP

(TO BE SUBMITTED IN DUPLICATE)

NAME _____

REGN. NO. _____

ADDRESS _____

To
The Secretary,
Kendriya Vihar Apartment
Ownership Association,

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 alterations(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

(To be signed and submitted before taking over physical possession of unit)

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 ‘Kendriya Vihar’, Kolkata (Phase III), promoted by CGEWHO, in so far as I/my spouse do not own any residential plot or house at Kolkata.

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 _____

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 Kolkata 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]

**OPTION FOR PREFERENTIAL ALLOTTMENT ON DISABILITY GROUND
KOLKATA (PHASE III) 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 Kolkata (Phase III) 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 : _____

FORM OF MEDICAL CERTIFICATE FOR PERSONS WITH DISABILITIES (PWD)

NAME & ADDRESS OF THE INSTITUTE / HOSPITAL

Certificate No. _____

Date: _____

DISABILITY CERTIFICATE

This is certified that Shri/Smt/Kum _____, son/wife/daughter of Shri _____ age _____ sex Male/Female having _____ identification marks as _____ below

Paste here your recent colour photograph showing the disability.

(The photograph should be attested by the Chairperson of the Medical Board).

is suffering from permanent disability of following category:

A. Locomotor or cerebral palsy:

- | | |
|---|----------------------|
| (i) BL - Both legs affected but not arms. | (a) Impaired reach |
| (ii) BA - Both arms affected | (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 | (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. | |

Signature of candidate in the above box below the photograph

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. / is recommended after a period of _____ years _____ months.*

3. Percentage of disability in his/her case is percent.

4. Sh./Smt./Kum.....meets the following physical requirement for discharge of his/her duties:-

- | | |
|--|--|
| (i) F - can perform work by manipulating with fingers. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| (ii) PP - can perform work by pulling and pushing. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| (iii) L - can perform work by lifting. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| (iv) KC - can perform work by kneeling and crouching. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| (v) B - can perform work by bending. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| (vi) S - can perform work by sitting. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| (vii) ST - can perform work by standing. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| (viii) W - can perform work by walking. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| (ix) SE - can perform work by seeing. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| (x) H - can perform work by hearing/speaking. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |
| (xi) RW - can perform work by reading and writing. | Yes <input type="checkbox"/> / No <input type="checkbox"/> |

(Dr. _____)

Registration No. _____

Member, Medical Board

(Signature & Name)

(Dr. _____)

Registration No. _____

Member, Medical Board

(Signature & Name)

(Dr. _____)

Registration No. _____

Member/ Chairperson, Medical Board

(Signature & Name)

(* Please delete words which are not applicable)

Countersigned 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 which at least one shall be a specialist in the particular field for assessing locomotor/ 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 acquired permanent disability, the validity can be shown as 'permanent'.

Place:

Seal

Date :

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, registered under the Societies Registration Act 1860 (is 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 Kendriya Vihar (Phase III), Diamond Harbour Road, Joka, South 24-Parganas, Kolkata, West Bengal – 700104 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 '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 West Bengal Real Estate Regulatory Authority.
- c) 'Government' means the Government of Andhra Pradesh.
- d) 'Rules' means the West Bengal Real Estate (Regulation and Development), Rules, 2021 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 of the property more fully described in **Schedule D**.
- (B) The Said Land is earmarked for the purpose of building a residential project, comprising 236 multistoried apartment buildings and community center [insert any other components of the Projects] and the said project shall be known as "Kendriya Vihar (Phase III) -Kolkata"
- (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 South 24 Parganas Zilla Parishad has granted the permission to develop the Project vide approval dated 08/06/2023 bearing No. 420/550/CGO/REV/BR/23.
- (E) The **CGEWHO** has obtained the final layout plan approvals for the Project from South 24 Parganas Zilla Parishad. 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 and also hands over the required land meant for public purpose in the Layout such as Roads, Parks, Play grounds, etc. to the concerned Local Authority as per the Municipal Laws;
- (F) The **CGEWHO** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at WBRERA on _____ under registration No.HIRA/P/SOU/2021/001183;
- (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 (n) of Section 2 of the Act (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**);

Provided the term "Dwelling Unit" herein is inclusive of Commercial Unit/Space wherever applicable in the Project/Agreement.
- (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 WBRERA Website "rera.wb.gov.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;
- (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;
- 1.2 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)

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

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 Value Added Tax, Service Tax, and Cess or any other similar 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:

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;

- (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 within 30 (thirty) days from the date of such written intimation. 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) Maintenance charges @1% of the total 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.

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.
- 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 amount which is yet to be called/demanded by CGEWHO from the beneficiary of the scheme 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.
- 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 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely Kendriya Vihar (Phase III) - Kolkata shall not form a part of the declaration to be filed with South 24 Parganas Zilla Parishad to be filed in accordance with the WBRERA.

1.11 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.

1.12 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 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 "CEO CGEWHO" 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 56 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 installment 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 Andhra 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.

Provided that a grace period of 6 (Six) months shall be applicable on the above said delivery date as the Project is of welfare nature promoted by the no profit – no loss organisation, which is an autonomous

body under aegis of M/o Housing & Urban Affairs, Govt. of India and construction of the Project is entirely dependent on the funds received from the Allottee(s)/ beneficiaries as there is no external funding and no generation of profit for the CGEWHO.

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 3 (three) 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 fulfillment 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, installments, 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, installments, 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 maintenance charges as applicable.

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 balance amount of money paid by the allottee shall be returned by the **CGEWHO** to the allottee within 45 days of such cancellation excluding GST. Further no interest will be paid on refund amount.

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;
- (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;
- (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.
- 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 association of the allottees (AOA). 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 Association of Allottee(s) 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

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.

14. 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.

15. 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.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- 16.1 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 tenable 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.
- 16.2 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.
- 16.3 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.
- 16.4 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).
- 16.5 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.
- 16.6 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.

17. TRANSFER OF OWNERSHIP BY THE ALLOTTEE(S):

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.

18. 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.

19. 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.

20. CGEWHO SHALL NOT MORTGAGE OR CREATE A CHARGE

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).

21. LOAN AGAINST UNIT

21.1 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.

21.2 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.

21.3 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.

21.4 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

22. WEST BENGAL APARTMENT OWNERSHIP ACT, 1972

The **CGEWHO** has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The **CGEWHO** showing compliance of various laws/regulations as applicable in West Bengal.

23. 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.

24. 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.

25. RIGHT TO AMEND

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

26. 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.

27. WAIVER NOT A LIMITATION TO ENFORCE

27.1 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.

27.2 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.

28. 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.

29. 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.

30. 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.

31. 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 _____.

32. 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.

33. 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.

34. 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.

35. 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.

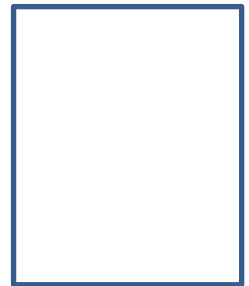
SIGNED AND DELIVERED BY THE WITHIN NAMED

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:

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

SCHEDULE "D" : DEVOLUTION OF TITLE

Sl. No.	Name of the Vendor	Name of the Purchaser	Deed No., Date & Place of Regn.	L.R. Khatian No.	L.R. Dag No.	Area of Land
1.	Eeshvi Real Estate LLP	CGEWHO	I - 3193 of 29th June,2020 Book No. I Vol. No. 1904-2020 Pages - 195644 to195729 ARA-IV Kolkata	4656	23	2.00
Total Area:						2.00
2.	Ekaraj Housing LLP Esther Buildcon LLP	CGEWHO	I - 3180 of 29th June,2020	4663 4655	27 27	5.00 3.00
	Phobos Tours & Travel Pvt. Ltd.		Book No. I Vol. No. 1904-2020 Pages - 195151 to195260 ARA-IV Kolkata	3105	27	4.00
Total Area:						12.00
3.	Deepak Kumar Jayaswal Anup Kumar Jayaswal Ayanna ConstructionLLP Thyone Retail Pvt. Ltd. Galtonia Builders Pvt. Limited Etaka Homes LLP	CGEWHO	I - 3188 of 29th June,2020 Book No. I Vol. No. 1904-2020 Pages - 196379 to 196489 ARA-IV Kolkata	2150 2151 4654 4168 4236 4659	28 28 28 28 28 28	5.75 5.75 4.00 10.00 6.00 4.13
Total Area:						35.63
4.	Thyone Herbal Products Pvt. Ltd.	CGEWHO	I - 3183 of 29th June,2020 Book No. I Vol. No. 1904-2020 Pages - 197002 to 197098 ARA-IV Kolkata	4177	29	6.00
Total Area:						6.00
5.	Colletia Housing Pvt.Ltd. Leymus Realty Pvt. Ltd. Bahigrass Housing Pvt. Ltd. Siddhartha Mukherjee	CGEWHO	I - 3191 of 29th June,2020 Book No. I Vol. No. 1904-2020 Pages - 195042 to 195150 ARA-IV Kolkata	4237 4231 4227 4880	30 30 30 30	10.00 4.00 6.00 3.00
Total Area:						23.00
6.	Siddhartha Mukherjee Biarum Builders Pvt.Ltd.	CGEWHO	I - 3199 of 29th June,2020 Book No. I Vol. No. 1904-2020 Pages - 196091 to 196201 ARA-IV Kolkata	4229 2949 4880	31 31 31	10.00 2.786 7.214
Total Area:						20.00

7.	Thyone Agri ProductsLLP Ekaraj Properties LLP	CGEWHO	I - 3184 of 29th June,2020 Book No. I Vol. No. 1904-2020 Pages - 195730 to 195839 ARA-IV Kolkata	4650 4649	32 32	8.26 9.25
Total Area:						17.51
8	Thyone IT Solutions Pvt.Ltd. Deimos MgmConsultantPvt. Ltd.Phobos Books and Periodicals Pvt. Ltd. Esther Properties LLP	CGEWHO	I - 3197 of 29th June,2020 Book No. I Vol. No. 1904-2020 Pages - 192207 to 192332 ARA-IV Kolkata	3138 4178 4176 4662	49 49 49 49	7.00 2.00 10.00 3.00
Total Area:						22.00
9.	Phobos Retail Pvt. Ltd. Phobos IT Solutions Pvt. Ltd.	CGEWHO	I - 3200 of 29th June,2020 Book No. I Vol. No. 1904-2020 Pages - 195999 to 196090 ARA-IV Kolkata	552 551	114 114	10.00 8.00
Total Area:						18.00
10.	Shoebill Realty Pvt. Ltd. Ayanna Developers LLP Vetiver Realty Pvt. Ltd.	CGEWHO	I - 3195 of 29th June,2020 Book No. I Vol. No. 1904-2020 Pages - 192333 to 192441 ARA-IV Kolkata	571 617 573	115 115 115	10.00 9.00 3.00
Total Area:						22.00
11.	Evaraj Projects LLP Etaka Builders LLP Deimos Travels Pvt. Ltd. Bas Herbal Products Pvt. Ltd. Deimos Computer Pvt.Ltd. Deimos Herbal Products Pvt. Ltd. Esther Infraprojects LLP	CGEWHO	I - 3190 of 29th June,2020 Book No. I Vol. No. 1904-2020 Pages - 196246 to 196378 ARA-IV Kolkata	616 614 550 553 549 554 614 615	116 116 116 116 116 116 116 116	8.00 6.00 10.00 10.00 10.00 4.00 4.00 10.00
Total Area:						62.00

THE SCHEDULE D ABOVE REFERRED TO
(THE PROJECT IS UNDER CONSTRUCTION)

(SAID PREMISES)

ALL THAT the piece and parcel of Homestead Land (Bastu) measuring 138.14 Decimals out of **240.14** Decimals more or less comprised in **R.S./L.R. Dag No. 23** measuring **2.00** Decimals more or less corresponding to **L.R. Khatian No. 4971** (previous L.R. Khatian No. 4656) AND **R.S./L.R. Dag No. 27** measuring **12.00** Decimals more or less corresponding to **L.R. Khatian No. 4971** (previous L.R. Khatian Nos. 4663, 4655 & 3105) AND **R.S./L.R. Dag No. 28** measuring **35.63** Decimals more or less corresponding to **L.R. Khatian No. 4971** (previous L.R. Khatian No. 2150, 2151, 4654, 4168, 4236 & 4659) AND **R.S./L.R. Dag No. 29** measuring **6.00** Decimals more or less corresponding to

L.R. Khatian No. 4971 (previous L.R. Khatian No. 4177) AND **R.S./L.R. Dag No. 30** measuring **23.00** Decimals more or less corresponding to **L.R. Khatian No. 4971** (previous L.R. Khatian No. 4237, 4231, 4227 & 4880) AND **R.S./L.R. Dag No. 31** measuring **20.00** Decimals more or less corresponding to **L.R. Khatian No. 4971** (previous L.R. Khatian No. 4229, 2949 & 4880) AND **R.S./L.R. Dag No. 32** measuring **17.51** Decimals more or less corresponding to **L.R. Khatian No. 4971** (previous L.R. Khatian No. 4650 & 4649) AND **R.S./L.R. Dag No. 49** measuring **22.00** Decimals more or less corresponding to **L.R. Khatian No. 4971** (previous L.R. Khatian No. 3138, 4178, 4176 & 4662) lying and situated at **Mouja Daulatpur, J.L. No. 79** and within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub Registration Office Bishnupur 24 Parganas (South) and within the local limits of the Kulerdari Gram Panchayat and in the District of 24 Parganas (South) AND ALL THAT the piece and parcel of Homestead Land (Bastu) measuring 102.00 Decimals out of 240.14 Decimals more or less comprised in **L.R. Dag No. 114** (corresponding to R.S. Dag No. 115) measuring **18.00** Decimals more or less corresponding to **L.R. Khatian No. 688** (previous L.R. Khatian No. 552 & 551) AND **L.R. Dag No. 115** (corresponding to R.S. Dag No. 116) measuring **22.00** Decimals more or less corresponding to **L.R. Khatian No. 688** (previous L.R. Khatian No. 571, 617 & 573) AND **L.R. Dag No. 116** (corresponding to R.S. Dag No. 117) measuring **62.00** Decimals more or less corresponding to **L.R. Khatian No. 688** (previous L.R. Khatian No. 616, 614, 550, 553, 549, 554, 614 & 615) lying and situated at Mouja Sarmasterchak, **J.L. No. 17** and within the territorial jurisdiction of Bishnupur Police Station and within the jurisdiction of the Additional District Sub Registration Office - Bishnupur 24 Parganas (South) and within the local limits of the Kulerdari Gram Panchayat and in the District of 24 Parganas (South), a detail where of is set out hereinafter:

SL. No.	R.S. Dag No.	L.R. Dag No.	L.R.KhatianNo.	Nature of Land	Share in Dag	Total Area inDag (Decimal)	Area conveyed (Decimal)
1.	23	23	4971	Bastu	0.1250	13.00	2.00
2.	27	27	4971	Bastu	0.5455	22.00	12.00
3.	28	28	4971	Bastu	0.7447	47.00	35.63
4.	29	29	4971	Bastu	0.1035	58.00	6.00
5.	30	30	4971	Bastu	0.3383	68.00	23.00
6.	31	31	4971	Bastu	0.2928	69.00	20.00
7.	32	32	4971	Bastu	0.2906	60.00	17.51
8.	49	49	4971	Bastu	0.3084	74.00	22.00
9.	115	114	688	Bastu	0.6207	29.00	18.00
10.	116	115	688	Bastu	0.6697	33.00	22.00
11.	117	116	688	Bastu	0.7049	88.00	62.00
TOTAL							240.14

OR HOWSOEVER OTHERWISE the said PREMISES or the same is now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished in the manner as set out hereinafter:-

- On the North by** : Land of R.S. Plot Dag Nos. 115, 116, 117 in Mouza – Sarmasterchak and R.S. & L.R. Plot Dag Nos. 23, 27, 30, 31, 32 and 49, in Mouza – Daulatpur.
- On the South by** : R.S. & L.R. Plot Dag Nos. 28, 29, 30, 31, 32 & 49 in Mouza – Daulatpur and R.S. Plot Dag Nos. 117 in Mouza – Sarmasterchak.
- On the East by** : R.S. & L.R. Plot Dag Nos. 30, and 49 in Mouza – Daulatpur and R.S. Plot Dag Nos. 116 and 117 in Mouza – Sarmasterchak..
- On the West by** : R.S. & L.R. Plot Dag No. 29, 28 in Mouza – Daulatpur, R.S. Plot Dag Nos.115 and 117 (part) in Mouza – Sarmasterchak and partly by access road (40 Feetwide) to the project site connecting Diamond Harbour Road.

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

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b) 5 Dec., 1941

0	5		1	2		1	9	4	1
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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/er Department by an officer no below the rank of Under Secretary of Govt. of India or equipment. Departmental certification is not required for retired applicant or spouses of deceased govt. employees.
2. List of Enclosure(s)
 - a) Affidavit duly notarized/signed.
 - b) Attested copy of latest Pay Slip/ Salary Slip/ Certificate for working employees or Pension Payment Order (PPO) for retired employees or spouses of deceased govt. employees.
 - c) Demand Draft/ RTGS/ details of requisite Booking Amount, Processing fees (non-refundable) fees Rs.500/- towards case of CGEWHO Rules Brochure (in case applicant is using download form).
 - d) Attested coy of SC/ST/Disability form/ Tax Authority PAN certificate (if applicable)
 - g) Fill in the format at page 48 & 49 in case of any of your dependent family member [as per CGEWHO Rule-21] is covered under PWD reservation.

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 : KOLKATA (PHASE III) HOUSING SCHEME

Regn. No. : _____

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

AFFIX
Photograph
here

Personal Particulars:

11. 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: _____ 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

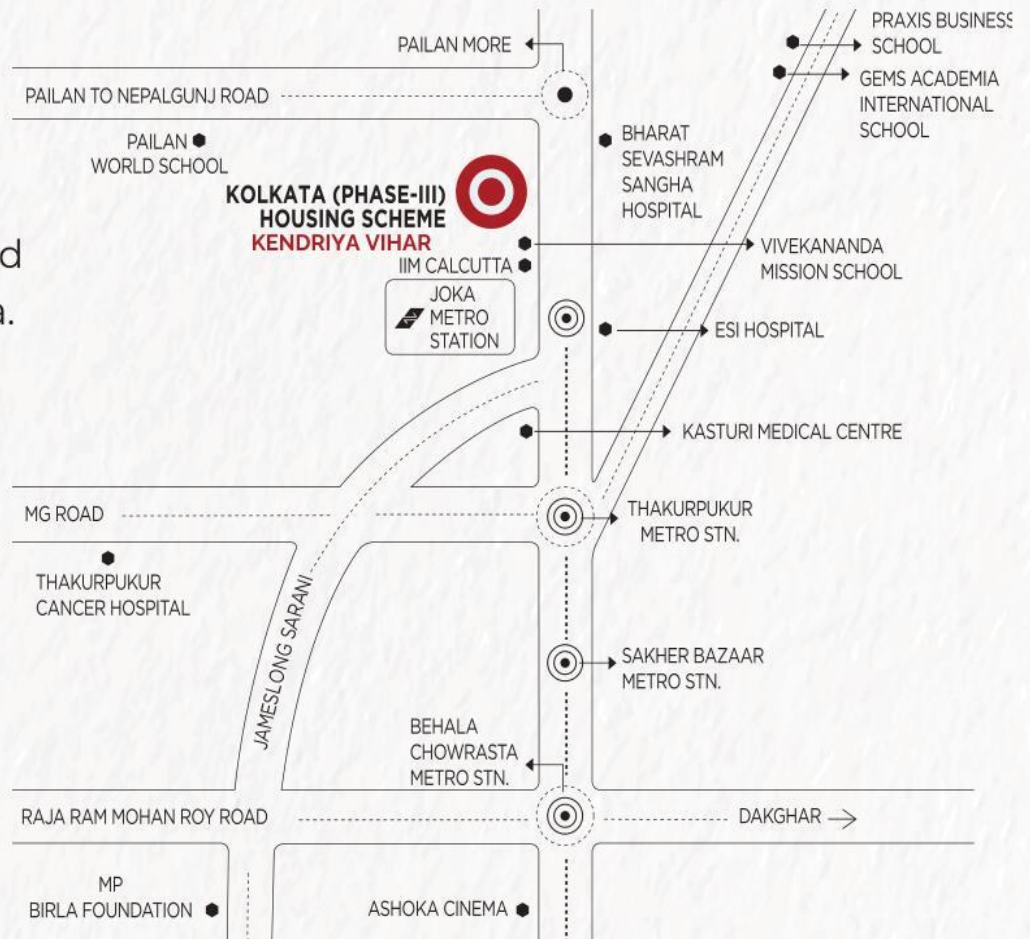
Pin Telephone-Landline/Mobile

Alternate Mobile Number:

15. City of Scheme: Kolkata 16. Type of unit

LOCATION MAP

The project is located on Diamond Harbour Road, Joka.



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, E-mail : cgewho@nic.in