

केन्द्रीय सरकारी कर्मचारी कल्याण आवास संगठन CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION

एस.ए.एस. नगर मोहाली आवासीय योजना SAS NAGAR MOHALI HOUSING SCHEME



Artistic Impression

योजना विवरणिका SCHEME BROCHURE

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COMPLETED PROJECTS



Chennai, Ph-I: 524 DUs Completion Year : October, 1995



Nerul: 384 DUs Completion Year : June, 1996



Panchkula, Ph-I: 98 DUs Completion Year : January, 1997



Noida, Ph-I : 692 DUs Completion Year : September, 1997



Kolkata, Ph-I: 576 DUs Completion Year : October, 1997



Kharghar: 1230 DUs Completion Year : September, 1998



Noida, Ph-II: 508 DUs Completion Year : September, 1998



Gurgaon, Ph-I: 1088 DUs Completion Year : July, 1999



Chandigarh : 305 DUs Completion Year : May, 2000

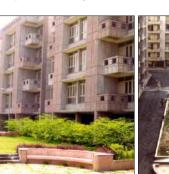


Bangalore : 603 DUs Completion Year : March, 2001

Completion Year : January, 2003



Hyderabad, Ph-I: 344 DUs Completion Year : July, 2001



NOIDA PH - III : 980 DU Completion Year: December 2003

Kochi : 43 Dus Completion Year : June, 2001



Gurgoan, Ph-II: 852 DUs Completion Year : September, 2002







Noida, Ph-IV: 720 DUs Completion Year : February, 2005

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PART A: SAS NAGAR MOHALI HOUSING SCHEME at Sector – 79, MOHALI PUNJAB

1. INTRODUCTION/BACKGROUND:

 The Central Government Employees Welfare Housing Organization (CGEWHO)is an autonomous body of Ministry of Housing & Urban Affairs, Government of India and registered under the Societies Registration Act of 1860, established to promote, control, and coordinate the development of housing schemes at selected places, all over India, on No profit No loss and self-financing basis as a welfare measure.

Recent Completed & Ongoing Projects:

- Recently 1794 DUs have been completed and are being handed over the beneficiaries in Greater Noida (PH-I).
- 2177 Dwelling units (DUs) are under construction at Chennai (PH-III) -(1220 Nos), Kolkata (PH-III) (236 Nos), Visakhapatnam (385 Nos) & Greater Noida (PH-II) -(336 Nos).
- Approx 1180Dwelling units (DUs) are under planning, HUDCO-Vaishali Ghaziabad-(152 Nos), Greater Noida (PH-III)- (532 Nos) & Meerut (PH- II) (496Nos).

Completed Projects:

S.No.	SCHEME/PROJECT NAME	NO. OF DWELLING 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)	
32	Meerut (Ph-I) 90	
33	Greater Noida (Phase-I)	1794
	TOTAL	16576

> Till date CGEWHO has successfully completed the following 33Projects at various locations.

ii) After successful completion of housing projects as mentioned above, CGEWHO is now launching its next housing scheme "SAS Nagar Mohali Housing Scheme" at Sector – 79, Mohali Punjab.

- iii) This brochure outlines 'Rules & Regulations' governing the "SAS Nagar MOHALI Housing Scheme" as per guidelines of the Punjab Real Estate (Regulation and Development) Rules, 2017along with format of 'Agreement for Sale' and 'Application Form'.
- 2 Location: The site is located at SAS Nagar, Plot No.-3, Sector 79 Mohali, Punjab [Please refer to the location plan at the back side of cover page of this Brochure].

Distances of Common amenities from SAS Nagar, Mohali Housing Scheme		
Adjoining Gurudwara/Mandir, Sector-79		
Amity International School	0.5 Kms	
CP 67 Mall	0.5 Kms	
I.S. Bindra PCA Stadium	3.0 Kms	
Fortis Hospital, Mohali	3.5 Kms	
Mohali Railway Station (SAS Nagar)	5.5 Kms	
ISBT, Sector – 43	7.5 Kms	
Chandigarh International Airport	10.3 Kms	

3. CENTRAL/COMMON AMENITITES

Community Centre consists of:

- ✤ Multi-purpose Halls, Restaurant with Kitchen
- Fully Equipped Unisex Gymnasium
- Kids indoor games zone
- Senior Citizen Room
- ✤ Office for Apartment Owner's Association
- Shops (3 Nos.)

Other Amenities

- Swimming Pool of size (16 M x 7.85 M) with Gender Friendly Changing Rooms
- Badminton Courts

Fully functional project with: -

- Concrete roads & Paved Walk ways
- External electrification work
- ✤ Waste Management System
- Sewage disposal system/STP
- Drainage system
- Horticulture/plantations, park, Kids play area etc.
- Boundary wall, Security gates and post etc.
- Rain Water Harvesting System
- ✤ Water filtration plant

4. TENTATIVE DETAILS OF DWELLING UNITS/FLATS:

The project is planned for 402 DUs (having configuration Basement+Stilt+14 Floor) with connected central amenities. The details of the dwelling units are as under:

Type of DU	Dwelling Units (DU's) Available for Subscription ^{**}	Carpet Area (in sqft)	SBA (in sqft)	Cost* (in Rs.)
Type 'B'				
(Dining cum Living Room, 2 Bedrooms, Store Room & Kitchen	118	833	1411	72,05,450/-
with 2 Toilets and 4 Balconies).				
Type 'C'				
(Living Room, Lobby, 2				
Bedrooms, Store Room, Dressing	118	1102	1679	95,32,300/-
Room & Kitchen, 3 Toilets and 4				
Balconies).				
Type 'D'				
(Living & Dining Room, 3				
Bedrooms, Entrance Foyer/Servant Room, Dressing	56	1429	2264	1,23,60,850/-
Room, Kitchen, 3 Toilets, One				
Powder Room, 5 Balconies).				
Type 'C' (Penthouse Duplex)				
Living Room, 3 Lobbies, 2				
Bedrooms, 2 Store, 2 Dressing	12	1007	20.40	1 75 27 700/
Rooms, Kitchen, Pantry, 2 Open	12	1937	3040	1,75,37,780/-
to Sky Terrace, 6 Balconies, 4				
Toilets, 1 Staircase.				
Type 'D' (Penthouse Duplex)				
Living Room & Dining Room, 3				
Bedrooms, Entrance				
Foyer/Servant Room, 3 Dressing	6	2400	4111	2,28,03,795/-
Rooms, Kitchen, 5 Toilets,	-			,,,,
Powder Room, Pantry, 2 Lobby, 8				
Balconies, 3 Open to Sky Terrace,				
1 Staircase.				

*Cost of DU given above is exclusive of: - 1. GST (as applicable), 2. 1% for IFMS (Interest Free Maintenance Security) & 1% for advance Maintenance charges for one year, of the total cost of DU. However, the cost of one car parking (stilt or basement) is included in the cost of DU.

** Out of the total 402 DUs available in the project, 92 DUs across various categories have already been subscribed through advertisements in the year 2014. However, the allotment of specific DUs nos of all DUs i.e. (402 nos.) will be done subsequently through draw of lots.

5. BASIC TECHNICAL SPECIFICATIONS:(SCHEDULE - D)

S NO.	BASIC SPECIFICATIONS	TYPE – B, C, C (Penthouse), D& D (Penthouse)	
А	Foundation	Pile foundation	
В	Structure	RCC framed structure. All masonry work shall be brick work	
С	Internal Wall Finish	Acrylic Emulsion over white cement-based putty.	
D	External Wall Finish	Exterior weather proof texture paint.	
Е	General floor finish	Polished Glazed Vitrified tiles shall be provided for drawing/dining, bedrooms.	
F	Toilet & Balconies	Anti-skid polished glazed ceramic tile flooring	
G	Kitchen	Polished Glazed Vitrified tiles, Quartz Stone counter top, Dual stainless-steel sink and dado of glazed ceramic tiles above the kitchen platform.	
Н	Flooring: 1. Stair case 2. Lobbies/Common area 3. Basement & Stilt	 Udaipur Green Stone for Flooring, Skirting, Riser & Skirting. Polished Glazed Vitrified tiles. Vacuum dewatered cement concrete flooring 	
Ι	Door-shutters and frames	s Both sided prelaminated flush door shutters/Hard wood frame.	
J	Window frames and shutters	uPVCglazed windows& shutter	
К	Electrical	Modular Switches& MCCB's of reputed makes like Schneider, Siemens, ABB, Havels etc.	
L	Sanitary fixtures	All dwelling units shall have quality sanitary fixture & fittings of brand like Kohler, Roca etc.	
М	Boundary Wall Boundary wall with grill, main gate and wicket gates shall be provided security of the premises.		
N	Lighting, Fire Safety and Security	Lighting, fire safety and CCTV based security arrangements shall be provided for the complex.	
0	Landscaping & Site development	Trees/ Shrubs of suitable type along with parks, pathways/roads etc. shall be provided in the complex.	
Р	Other Specifications	Digital Addressable Lighting Interface (DALI) based motion and light sensor for Fire & Main Staircase of blocks & Club	

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

6. PAYMENT SCHEDULE:(SCHEDULE - C)

S. No.	Particulars	Amount	Stage
1	Partial booking amount (EMD) + Proc. Fees	EMD of Type B -₹1,20,000/- plus ₹2360/- (Processing Fee) EMD of Type C -₹1,80,000/- plus ₹/- 3540/-(Processing Fee) EMD of Type C Penthouse -₹1,80,000/- plus ₹/- 3540/-(Processing Fee) EMD of Type D-₹2,40,000/- plus ₹/- 4720/-(Processing Fee) EMD of Type D Penthouse-₹2,40,000/- plus ₹/- 4720/-(Processing Fee) (processing fees is non refundable).	On submission of application for booking of flat
2	Allotment	10% of total cost + GST at prevailing rate minus Partial Booking Amount (EMD)	Within 30 days from the date of issue of the allotment letter and before execution of Agreement for Sale
3	1 st Instalment	20% of total cost + GST at prevailing rate	On commencement of construction

4	2 nd Instalment	25% of total cost + GST at prevailing rate	On completion of 30% works in
			terms of financial progress
5	3 rd Instalment	25% of total cost + GST at prevailing rate	On completion of 55% works in
			terms of financial progress
6	4 th Instalment	20% of total cost + GST at prevailing rate	On completion of 80% works in
			terms of financial progress
7	5 th &FinalInstal	1) 1% for IFMS & 1% for advance Maintenance charges for	At the time of offer of handover
	ment	one year, of the total cost of DU + applicable GST will be	of Dwelling Unit
		charge extra.	
		2) Any other statutory charges/levies etc. if any	
Note :	The prevailing rates	of GSTon	
	a) Total cost of L	DU is 5%	
	b) Advance Main	tenance Charges and IFMS is 18%	

7. CONSTRUCTION SCHEDULE:

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

8. LOAN ARRANGEMENTS:

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

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

9. SALE OF APPLICATIONS:

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

- i) By downloading from CGEWHO's official website (www.cgewho.in). In such a case, Rs.500/-may be added in partial booking amount (EMD) while applying towards cost of 'SAS Nagar Mohali Housing Scheme Brochure'.
- ii) CGEWHO's site office located at Plot No.- 3, Sector 79, SAS Nagar, Mohali, Punjab.
- iii) CGEWHO's Head Office at 9th Floor, B-Wing, Janpath Bhawan, Janpath, New Delhi-110001, For more information or clarification about MOHALI SAS Nagar Housing Scheme kindly contact the following or visit our website at "<u>www.cgewho.in".</u>

Site office:

Mr. Bant Singh GM (Projects) M- 9357303479

Head office:

Mr. Roshan Kishore Asst. Dir. (Admin.) M-9560022232

10. RECEIPT OF APPLICATIONS:

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

Scheme open from w.e.f. 15-11-2024 and Scheme Closes on 31-12-2024 (Scheme will be opened for Central Government Employees (Priority I) only, as defined under Para-3 of Part "B" of CGEWHO Rules.

11. **REGISTRATION OF APPLICATIONS:**

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

12. CONFIRMATION OF BOOKING / ALLOTMENT:

After the receipt of application forms, complete in all respects, from all the eligible applicants, a 'draw of lots/allotment of specific DUs & parking' will be conducted, within **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, without any interest. In case of under-subscription and if applications are received less than 50% of dwelling unit(s) the refund will be made within six months from the closure of the scheme or extension thereof without interest.

14. AGREEMENT FOR SALE:

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

15. IMPORTANT POINTS:

- i) Change of Address: All correspondence will be made with the applicants/beneficiaries on the address mentioned at SI No.14 of the Application Form. Any change of address should be notified to the CGEWHO, New Delhi, in the format given at page 31 of Part 'D'.
- ii) In order to provide prompt and efficient service to the beneficiaries visiting our office, for deposit of applications, payment and with scheme enquiries, it will be entertained in our office on all working days.

- iii) Beneficiaries are advised to ensure that their Registration number and Name is mentioned correctly, while remitting payments and corresponding with this office.
- iv) Beneficiaries are requested to send their payments under a separate covering letter and not to club any of their queries like Change of Address, allotment of parking etc. in the same letter.
- v) Call-up notices for instalments, for all the schemes, are sent to all the confirmed beneficiaries and published in our website [i.e. www.cgewho.in], mentioning therein the last date of payment. For payments received beyond the stipulated date, interest towards equalization charges becomes chargeable, as per Agreement for Sale. Waiver of Equalization Charges is not permissible and hence beneficiaries are advised NOT to enter into avoidable correspondence requesting for waiver of interest towards equalization charges.
- vi) Interest @10% per annum is charged for late payment of instalment (for exact no. of days). Interest is also charged to late joiners on all the instalments called for at the time of joining (from the respective dates of instalments) as stated above. In case of change from lower category to higher category, interest on differential amount is charged on each instalment.
- vii) Beneficiaries forwarding the Tripartite Agreement for availing HBA/ loan from BANKS./ Non-Banking Financial Institutions etc. are requested to forward one extra copy of the agreement. All copies should be signed by the beneficiaries and duly witnessed. One copy will be retained and the remaining copies, duly signed by the authorised signatory, will be sent back to the beneficiary.
 - a) No interest is paid to beneficiaries to whom confirmed allotment has been made.
 - b) No interest is paid when a beneficiary withdraws from a scheme. Simple interest is paid to waiting list applicants @10% per annum, provided they are on the waiting list for a minimum period of one year.
 - c) Waiting list applicants will not be entitled to interest if allotment made to them is not accepted. However, they will not be charged any cancellation charges till thirty days from date of issue of allotment letter.
 - d) No interest is paid in case the beneficiaries change from higher to lower category.
 - e) No interest is paid for early payment of instalment.
 - f) No interest is paid if the project is delayed due to Force Meajure reasons
 - g) Computation of Equalisation Charges (Debit/Credit) will be done at the sole discretion of the CGEWHO.
 - h) CGEWHO is providing a service to the beneficiaries within its minimum means and resources. So the organisation's liability towards the allotment of DUs shall be limited to refund of the amount deposited by the beneficiaries, in case the beneficiary is not satisfied with the quality of dwelling units being offered to him/er at the time of handing over possession of the dwelling unit/as well as for any delay in the project due to unavoidable circumstances, provided there is enough fund in the project account.
 - i) No compensation shall be admissible on any account or reason which may be noted by the applicants while applying for any of the CGEWHO's Housing Scheme.
 - viii.) Beneficiaries who are promoted from the waiting list will be charged equalization charges at the rate defined in the Agreement for Sale.

PART B : CGEWHO RULES

1. **PREAMBLE:**

- The Central Government Employees Welfare Housing Organization (CGEWHO) is an autonomous body of Ministry of Housing & Urban Affairs, Government of India and registered under the Societies Registration Act of 1860, established to promote, control and coordinate the development of housing schemes at selected places, all over India, on 'no profit-no loss' and self-financing basis as a welfare measure.
- ii) Its aim is to provide welfare housing service of quality to the members. The rules have been drawn up to give the members, serving and retired, a perception of the task and an understanding of the Organization's commitment to them and their own obligations in this matter. Such a brochure cannot be all comprehensive. Applicants may, therefore, contact the organization'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 Deed**: The terms & conditions mentioned in the CGEWHO 'Scheme Brochure' and an undertaking/affidavit to abide by the CGEWHO Rules will form agreement to Sub Leasea Deed. However, a document towards 'Agreement to Sale Deed' will be notarized or registered as per the Real Estate (Regulation and Development) Act, 2016 and rules framed by the respective state/UT.

3. ELIGIBILITY:

ELIGIBLE CATEGORIES:

PRIORITY-I

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

PRIORITY-II

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

PRIORITY - III

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

GENERAL CONDITIONS:

- i) The applicant and joint applicant must be citizen of India.
- ii) She/he should have attained the age of majority i.e. an applicant should have completed 18 years of age as on the date of submitting the application.
- iii) There is no income criterion. The applicants can apply according to their own requirement and affordability.
- iv) The first/sole applicants should have an account in any bank and particulars of the account must be given in application form and a cancelled cheque of particular account should be enclosed.
- v) Applicants must quote and enclose a copy of permanent account number (PAN) allotted under the provisions of Income Tax Act and the same must be quoted in the application form.
- vi) In case of joint application under SC/ST reserved category, the joint applicant should be within the family (i.e. Spouse &Dependents relation including unmarried children).
- vii) In case of joint application under deceased central government employees, persons with disabilities the applicant, himself or herself should fall within the categories and joint applicant should be from within the family. (i.e. Spouse & Dependents relation including unmarried children).
- viii) Allotments shall be made in the order of priority.

4. RESERVATION FOR SCHEDULED CASTE(SC)/ SCHEDULED TRIBE(ST)/ PERSON WITH DISABILITY (PWD):

15%, 7.5% & 5% of the dwelling unit/Apartment/Flat of all the types in all the housing schemes of CGEWHO will be reserved for SC, ST &PwD (who are appointed in the Central Government on PwD quota as per Government of India Rules or become disabled during employment) applicants respectively, with a stipulation that there will be a minimum of one DU of each type in the reserved category and fractions, if any, will be rounded off to the nearest full number. The procedure adopted in such allotments shall be as under :

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

5. SPECIAL ELIGIBILITY CRITERIA:

- i) Where both husband and wife are eligible, both can apply with a stipulation that if both are declared successful, only one allotment can be retained by them. Surrendering the second allotment shall be the sole responsibility of both of them.
- ii) Employees, serving or retired, owning residential property, in his/her, or in the name of his/her spouse in the city/town, i.e. Mohali, where the CGEWHO is planning a Scheme, will not be eligible for this Scheme.
- iii) Individual will be generally entitled to only one dwelling unit under CGEWHO Schemes anywhere in the country. However, when the scheme is undersubscribed even after three advertisements and opened for General Public any individual can apply for the second dwelling unit if She/he is not owning any house/dwelling unit/Apartment/Flat from CGEWHO in that Municipal Limit of the city/town. Priority for this second dwelling unit shall be given in the order of preference in Eligibility Criteria i.e. Priority I shall be considered first.
- iv) An employee who has been dismissed from the service, would cease to be a beneficiary of the Scheme and will not be eligible to apply.
- v) Eligibility and other conditions attached to the allotment of land by the Municipal and Local Development Authorities, as applicable to such Scheme, would prevail.
- vi) The terms and conditions, as imposed by the Land Allotting Agency/Plans Approving Authority, in respect of cost, FAR, Bye-laws, eligibility etc, shall prevail and be binding on the beneficiary of the CGEWHO.

6. HOUSING CONCEPT:

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

7. TYPE OF HOUSES:

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

8. OPTION TO CHANGE OF TYPE OF UNIT:

- i) There is no restriction for applying in any type of dwelling unit. The applicants can apply according to their own requirement and affordability.
- ii) Change of dwelling unit from one type to another type within the same scheme, can be entertained subject to payment of differential amount of Processing Fee and Application Money, as applicable subject to availability of vacancies in that particular type of dwelling unit. However, change to a lower type of category will not entitle the applicant for refund of differential Processing Fee but will entitle him for refund/appropriate adjustment of the differential Application Money paid.
- iii) Change from one scheme to another scheme is not permitted. For doing so, an applicant should first withdraw/ undertake to withdraw his allotment from the existing scheme and apply afresh in the new scheme, if s/he so desires. Mutual Exchange of DU's in the same scheme is permissible before registration of Agreement to Sale Deed.
- 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 Para-5 of Part "A" and 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 Real Estate Regulatory Authority, Punjab 2017and as amended from time to time.

13. HOW TO APPLY:

i) The CGEWHO will announce the Scheme, giving location, station, types, Carpet area and tentative cost of each unit for inviting applications.

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

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

- 1) Dully filled & signed application form duly forwarded by its employer (Applicable for Priority-I only) as defined mention at point no. 19 of Application Form.
- 2) Attested copy of Pay slip or copy of PPO duly self-attested [Not applicable for priority-III], AADHAR, PAN, Govt ID Card etc.
- 3) Proof of payment of
 - a) Cost of Scheme Brochure of Rs.500/-.
 - b) Partial booking amount (EMD) (as per Para 6 of Part "A")
 - c) Non-refundable processing fees (Including GST@18% as per Para–6 of Part "A")
- 4) Affidavit as per the format as defined in CGEWHO scheme brochure Page-46.
- 5) PwD Form dully filled & signed (if applicable) as mention at Page-43-45.

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

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

14. **REGISTRATION OF APPLICATIONS:**

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

15. CONFIRMATION OF BOOKING:

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

16. COST OF DWELLING UNITS:

As per Para 4 (Part A) of Scheme Brochure.

17. PAYMENT SCHEDULES:

Beneficiaries will be required to pay installment(s) on the 'Self-financing' basis as per payment plan. The payments will be made on call/ demand. CGEWHO reserve right to call/ demand any instalment /interest towards Equalization 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. Equalization charges at the same rate of Interest (as defined hereinafter) shall also be charged from the Allottees who has joined the scheme at later date, for the period from the last date of installment already called till the date of payment. (INTEREST shall mean amount to be paid towards equalization charges on simple interest @10% p.a. plus applicable GST).

19. MODE OF PAYMENT:

I. **Payment of partial booking amount along with submission of Application form for the subscription of DU:-** The payment of booking amount (Earnest Money Deposit) on submission of the application for subscription of the Dwelling Unit (DU) can be made by the applicant either through Demand Draft/ Pay

Order or through RTGS/ NEFT drawn on any scheduled Bank payable at New Delhi in favor of the "CEO/CGEWHO", Canara Bank duly endorsed "Payee A/c only". The details of the bank account for payment through RTGS/NEFT are as under:

:	Canara Bank
:	M-1, South Extension part II, New Delhi-49
CG	EWHO SAS NAGAR MOHALI HEAD OFFICE
:	0267101524311
:	CNRB0000267
	: CG

II. Payment of due amount after confirming allotment of Dwelling Unit:- The amount due on allotment of the DU and thereafter all due payments against the demand raised by the CGEWHO from time to time can be made by the allottee either through Demand Draft/ Pay Order or through RTGS/ NEFT drawn on any scheduled Bank payable at New Delhi in favor of the "CGEWHO Collection Account SAS NAGAR MOHALI PROJECT", Canara Bank duly endorsed "Payee A/c only". The details of the bank account for payment through RTGS/NEFT are as under:

(a) Name	of Bank	:	Canara Bank
(b) Branc	h Name	:	M-1, South Extension part II, New Delhi-49
(c) Accou	ınt Name	:	CGEWHO Collection Account SAS NAGAR
			MOHALI PROJECT
(d) Accou	ınt No.	:	120030914698
(e) IFSC	Code	:	CNRB0000267

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

Beneficiaries making payment through NEFT/RTGS are required to forward details through mail at <u>cgewhoamit22@gmail.com</u>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/Car Parking will be done after conduct of draw of lots and the results will be intimated to each beneficiary. The date of the 'draw' will be intimated to all the applicants, either individually and/or web-published. The 'draw' will be conducted by a committee in the presence of nominated member of Ministry of Housing & Urban Affairs. Allotments of a specific dwelling unit/Apartment/Flat and floor, as a result of the draw, shall be final and no requests for change shall be entertained.

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

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

1. Physical Disability:

[Leprosy cured person, Celebral palsy, Dwarfism, Muscular dystrophy, Acid attach victim as per section 2(zc) of the act]			
[Blindness, Low vision and as per section 2(zc) of the act]			
[Deaf, Hard of hearing and as per section 2(zc) of the act]			
[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					
Mental Disability/behaviour :					

3.

Mental illness

[as per section 2(zc) of the act]

4. Neurological Disability :

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

22. REBATE:

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

23. LOAN ARRANGEMENTS:

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

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

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

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

- a. Letter of allotment in original (if issued).
- b. Original receipt(s) issued by this office against the payment(s) made by the beneficiary
- c. No Objection Certificate (NOC) from his/her department, in case of House Building Advance or NOC from the lending bank/institution, in case of housing loan availed.
- d. Pre-receipt as per proforma placed at page-34 of Part-C or at download section of Website [www.cgewho.in].
- e. Cancelled cheque of his/her Bank Account or photocopy of the passbook showing the bank account no/its branch/IFS Code [*for transfer the amount electronically/digitally*];
- f. Cancellation of Agreement for Sale by the beneficiary at his/her cost.

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

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

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

26. OFFER OF POSSESSION:

As per Clause 7 of Agreement for Sale.

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

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

Type of Dwelling Unit/Flat	MonthlyOverheadCharges(Excluding GST)(in Rs.)
TYPE "B"	1500
ТҮРЕ "С"	2000
TYPE "D"	4000
TYPE "C" Penthouse	5000
TYPE "D" Penthouse	6000

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

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

In the event of a beneficiary failing to take physical possession of the dwelling unit within 12 months of issue of the final call up letter, in spite of having paid the overhead charges as mentioned above, the possession shall PBRERA REGISTRATION NO. PBRERA-SAS81-PR1094 be given from the CGEWHO's Head Office only, and not from the site office, on 'as is-where is' basis. Further, in such a case any request for repairs, defect rectification etc. will not be entertained.

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

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

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

29. MAINTENANCE OF THE KENDRIYA VIHAR COMPLEX:

As per **Clause 11** of Agreement for Sale.

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

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

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

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

- i. Abide by the laws, bye-laws, rules and regulations of the Central or State Governments, the Civic bodies, the CGEWHO and the Society/Association of Allottee(s).
- ii. Shall not sub-divide, extend, amalgamate or carry out structural design or layout changes to the dwelling unit and parking under basement or stilt or parking garages for two/four-wheeler without the prior permission in writing of the Civic Authority.
- iii. The dwelling units shall be used for the sole purpose of living and parking under basement or stilt or parking garages shall be used for the sole purpose of parking of two/four-wheeler. Any commercial exploitation of these would be deemed to be a violation of terms and conditions.

iv. Facilities like stair-cases, passages, terraces, parks, lifts etc and common spaces and services shall be utilized by the beneficiary, along with other beneficiaries of the project and no beneficiary will have exclusive right upon the common space/facilities/amenities for its usage nor make any alteration(s) thereto.

32. OWNERSHIP:

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

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

33. SUCCESSION:

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

In case of unmarried beneficiaries, these privileges will be extended to the legal heirs only.

However, change of beneficiary's name in CGEWHO's records shall be made subject to the nominee or any of his/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. Relinquishment/Release Deed from the other Class-I legal heir(s) of the deceased [Format available in the Website: www.cgewho.in].
- iii. Copy of death certificate and succession/legal heirship certificate.
- iv. Certificate from employer/department [for in service personnel] or a copy pension payment order [for retired personnel].
- v. No Dues/Objection Certificate from loaning agency, in case loan availed by the deceased.
- vi. Application Form duly filled in, signed with photograph by the nominee or successor.

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

a) Any transfer before the title deed is registered, by execution of Power of Attorney or Sale to Agreement, under any circumstances, shall result in cancellation of allotment of the dwelling unit, in such case, the allottee will pay charges, as prescribed under the heading 'Cancellation Charges' in the CGEWHO Rules.

b) The beneficiaries are permitted to dispose off the dwelling unit after transfer of the legal title in favour of the beneficiary and his/her co/joint-owner(s) with prior permission or 'No Dues Certificate' from the respective 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. <u>Affidavit</u> [in the prescribed format]
- iii. <u>Indemnity Bond</u> 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.

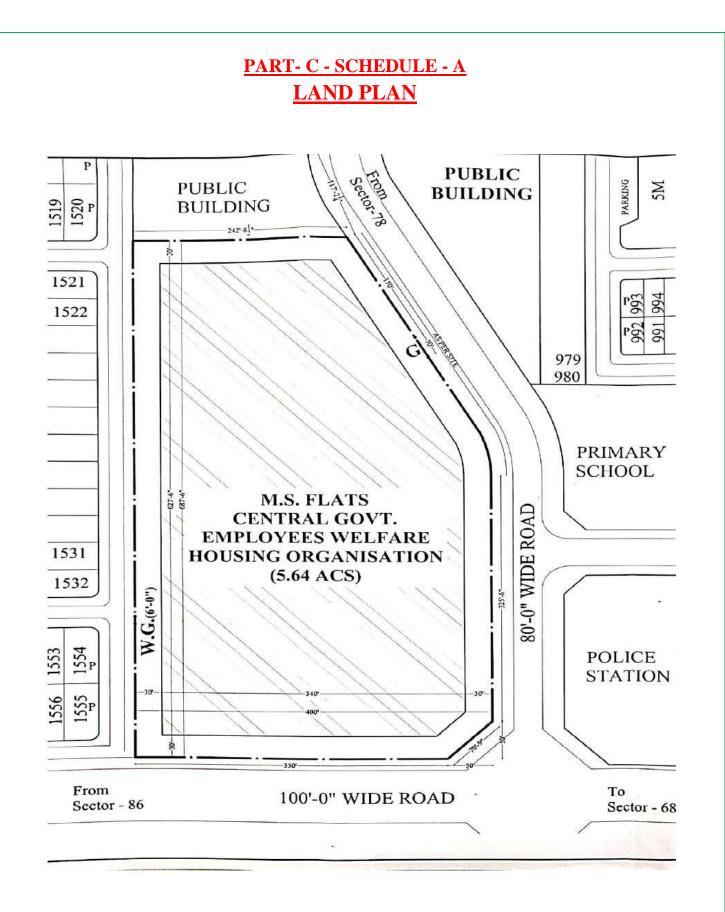
PURPSOSE	Administrative Charges
	(Excluding GST)(in Rs.)
Issue of duplicate documents such as Allotment letter or Intimation	
letter for Allotment of specific dwelling unit and its floor or	Rs.5,000/- Plus GST @18% for
Possession/ Handing/ Taking over Certificate or NOC for availing	each case/file.
any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

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 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 applicant(s) and in all/ any of such case(s) the present application by the applicant(s) and in all/ any of such case 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 unfettered right and discretion to reject/ terminate the applicant(s) and the consequences of termination shall automatically follow.

PART C : AREA STATEMENT & PLAN(s)

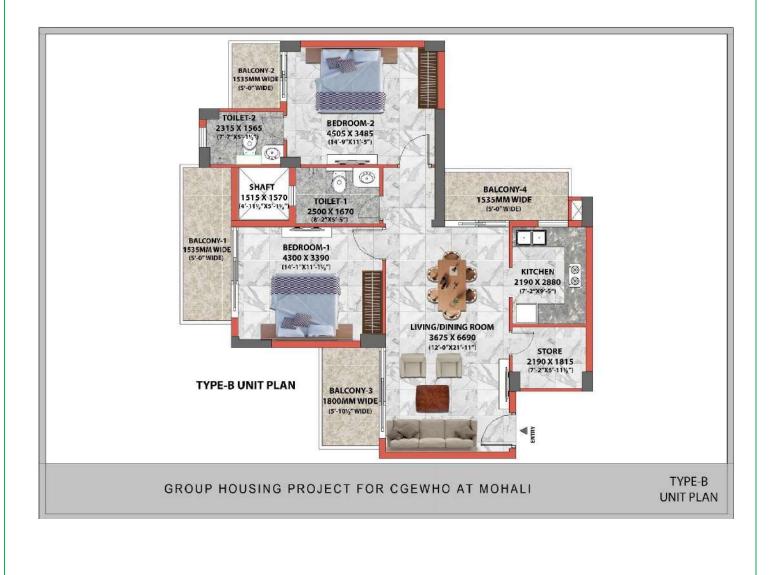
		Areas in Sqm & Sft							
S. No.	Description of Area	Type B	Type C		enthouse	Type D	Type D1 P	enthouse	
	Description of Area	турев	. ype e	Lower Level	Upper Level	- Abe D	Lower Level	Upper Leve	
1	Entrance Foyer	-				10.72	10.72		
		-	- 16.64	- 16.64	-	22.96	22.96	<u></u>	
2	Living Room	27.70	10.04	10.04	31.			(T	
3	Dining Room	14.50	-	-		17.98	17.98		
4	Bed Room-1	14.50	13.71	15.69	-	14.70	15.53		
5	Bed Room-2	15.43	15.54	-	15.69	15.53	15.70	-	
6	Bed Room-3	-		-	-	15.70	-	15.5	
7	Lobby-1	-	16.72	16.22	-	-	-	17.9	
8	Lobby-2	-	2	14 1	27.39	121	-	22.9	
9	Staircase Penthouse	-	2	9.50	9.21	÷.	10.82	7.6	
10	Kitchen	6.40	5.98	5.98	H.	9.62	9.62	3	
11	Toilet -1	4.25	4.24	4.11	5 0	4.34	4.85	57	
12	Toilet -2	3.60	4.11	4.28	e.	4.85	4.65		
13	Toilet -3	-	4.28	1	4.11	4.65	-	4.8	
14	Toilet -4	-		100	4.28		-	4.6	
15	Toilet -5	-		-			-	7.8	
16	P.Room			2	2	3.45	3.45		
17	Dress-1	-	4.83	4.83	-	3.84	3.84	1	
18	Dress-2	-	-	-	4.83	-	-	3.8	
19	Dress-3	-		-	-			5.6	
20	ALCONTRACTOR (SO				5.98		-	4.2	
20	Pantry Store 1	-	12.20	12.20					
	Store-1	3.91	13.28	13.28	-	-	-		
22	Store-2	-	-	-	13.28	-	-	-	
23	Wall Area (Internal)	1.60	3.06	2.42	2.25	4.38	3.60	3.9	
24	Carpet Area * (Sum of 1-1	77.39	102.39	92.95	87.02	132.72	123.72	99.2	
	Total Carpet Area in (Sft)	833.04	1,102.13	1,000.51	936.68	1,428.54	1,331.69	1,068.2	
					1,937.20			2,399.9	
25	Balcony-1	7.21	4.54	4.13	7	8.26	4.73	-	
26	Balcony-2	2.79	4.13	5.49	-	6.82	9.90	-	
27	Balcony-3	5.45	5.49	4.09	-	5.88	5.88	-	
28	Balcony-4	5.72	4.09	-	4.13	6.86	6.86	-	
29	Balcony-5	-	-	-	5.67	5.72	5.72	-	
30	Balcony-6	-	3	2	4.11	(a)	(a)	6.2	
31	Balcony-7	-	-	14 C	-	-	-	9.9	
32	Balcony-8	-			1		-	6.8	
	Balcony Area(Total) Sum		0						
33	of 21-25	21.17	18.25	13.71	13.91	33.54	33.09	23.0	
34	Terrace -1 (50%)	-		5.88	-		5.37	17	
35	Terrace -2 (50%)	-	-	(m)	2.49	3703	-	11.3	
36	Terrace -3 (50%)	-	-	-	-	-	-	5.2	
37	Wall Area (External)	9.64	10.43	10.24	10.55	14.09	12.88	12.4	
38	Circulation Area	22.86	24.90	24.90	20.73	29.98	29.98	25.7	
20	Super Builtup Area (Sqm)	22.00	24.50	24.50	20.73	29.90	23.30	23.7	
39	(Sum of	131.06	155.97	147.68	134.70	210.32	205.04	176.8	
40	Super Builtup Area (Sft)	1,410.74	1,678.81	1,589.63	1,449.88	2,263.91	2,207.01	1,904.0	
					3,039.51			4,111.0	



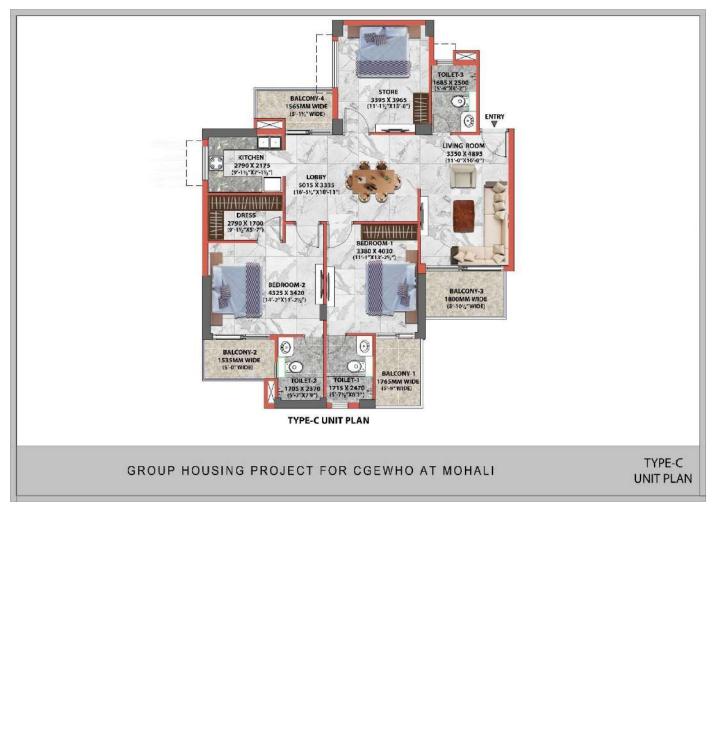
PART- C - SCHEDULE - B SITE / LAYOUT PLAN SAS NAGAR MOHALI HOUSING SCHEME



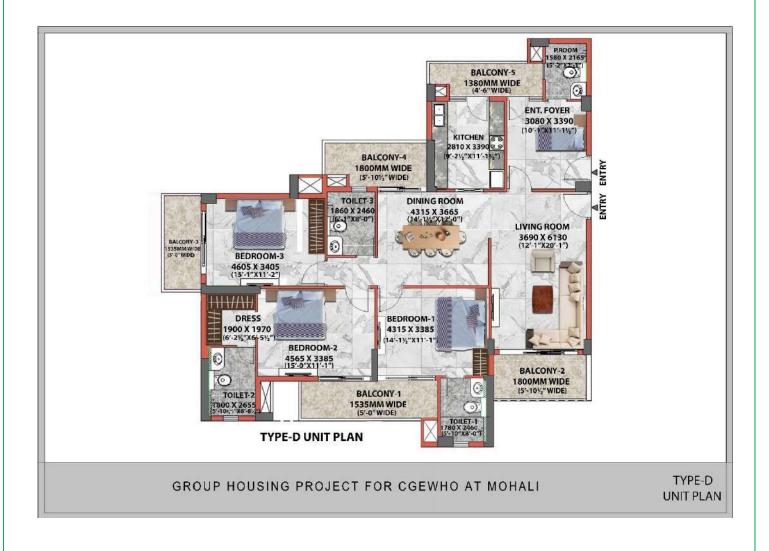
PART- C - SCHEDULE - B TYPICAL FLOOR PLAN(S) – TYPE "B"



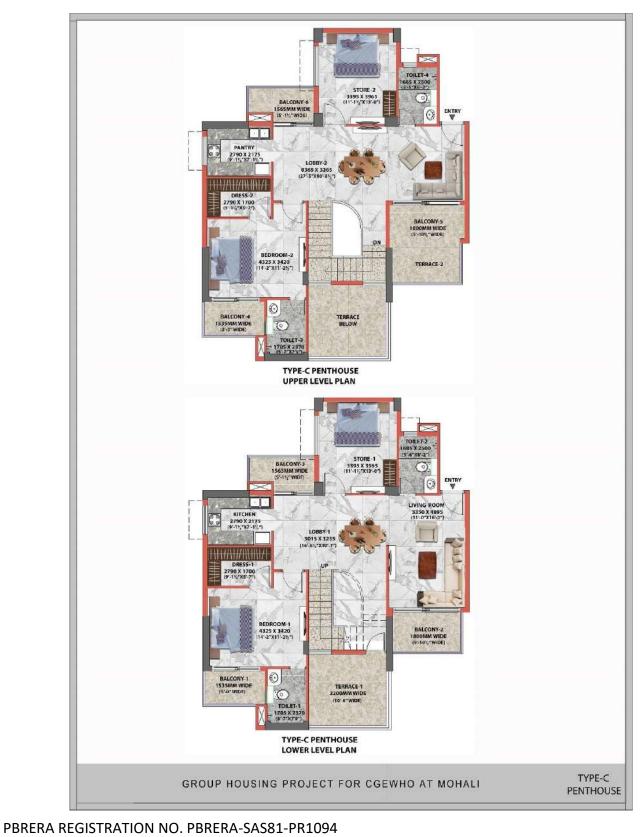
PART- C - SCHEDULE - B TYPICAL FLOOR PLAN(S) – TYPE "C"



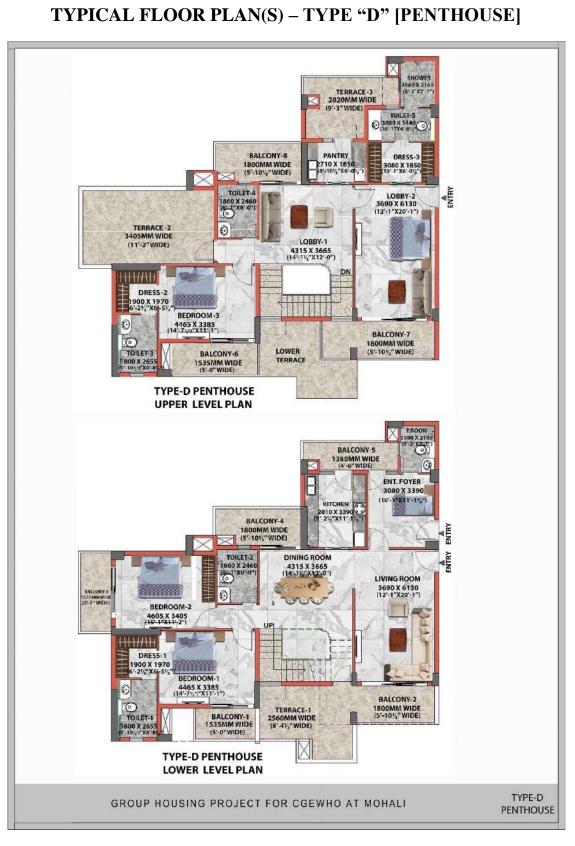
PART- C - SCHEDULE - B TYPICAL FLOOR PLAN(S) – TYPE "D"



PART- C - SCHEDULE - B TYPICAL FLOOR PLAN(S) – TYPE "C" [PENTHOUSE]



PBRERA REGISTRATION NO. PBRERA-SAS81-PR1094



PART- C - SCHEDULE - B

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

PROFORMA FOR PAYMENT DEPOSIT

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

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

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

Sir,

Enclosed herewith please find the following Demand Draft/Banker' Cheque against

Instalment for the _____ Housing Scheme. This amount has been

drawn from my HBA/Housing Loan from ____ Bank/ Financial

Institution (Name) _____/Personal Resources.

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

Thanking You,

Yours faithfully,

(Signature)

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

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

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

PROFORMA FOR CHANGE OF ADDRESS

(Photocopy may be used)

To, The C.E.O. Central Government Employees Welfare Housing Organization, 9 th Floor, B – Wing Janpath Bhawan, Janpath New Delhi - 110001	From : Name of the Scheme :
	Registration No. Address :

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

Sir,

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

Old Address :	New Address :

Thanking You,

Yours faithfully

(Signature)

Date :_____

PRE-RECEIPT

(Photocopy may be used)

Received a sum of Rs.	(Rupees)		vide D.D./Pay
Order No	dated		_ drawn on Canara Bank from Central
Government Employee Welf	are Housing Organisation	towards full and	final payment of amount due to me on
cancellation of my Registrati	on No	for	
Housing Scheme.			
2. I further certify that I	have not availed any loan or		
a) I have been sanction nec	HBA of Rs		of which I have availed Rs.
or			
b) I have been sanctioned an ar	nount of Rs		by Name of the Financial
Institution) of which I have av	ailed Rs.		
			Sign over Rs.5/- Revenue Stamp
Regn.No			Revenue Stamp
Name			
Address :			

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

AFFIDAVIT

(To be use in-case of death of any beneficiary)

I,		aged			years	residing	Smt. at
	nt expired on			•		aughter /	
(ii)That Late Shri/ Sm	nt			was a regist	rant of a housing	scheme promo	ted by
Central	Government E	1.2		e	e	. , , , , , , , , , , , , , , , , , , ,	
Name a)		Age			Relation		
b)							
c)							
d)							
	Smtbequeathi (proj ted	ing his/her i ect)	interest in th	e aforesaid re (st	gistration for a d ation) in my fav	lwelling unit at rour. A photoco	
	nt project						velling station
(vi) That no other he	irs have any objectio		e dwelling u	nit mentioned	above is transfer	red in favour o	f
(vii) That I indemnify or any third party in r			•	which be made	de hereinafter by	any of the lega	l heir
(viii)That I am eligibl allotment of CG (ix) I own the followi	EWHO.	r being allot	ted the afore	said mentione	d dwelling unit a	is per the rule of	f
Particulars of the d).	Station Area Propert	у				a)	b) c)
(x) I hereby undertak Housing Organisa	•	les and inst	ructions issu	ed by the Cer	ntral Governmen	t Employees W	/elfare
						DEPO	NENT
(Note: This affidavit is where this Affidavit is by the nominee to who	executed. The Affida	wit be atteste	ed by a First-	e e	•		

RELEASE DEED

I, widow/ son/daughter/ brother/sister of Late Shri/Smt Aged	Self attested photograph
i) That Late Shri/Smtwas	
a registrant of Central Government Employees Welfare Housing Organization type dwelling unit at	
ii) That Shri /Smt.	
at (place) Late Shri/Smt	
 iii) That I release and relinquish my right in the aforesaid type in favour of my father / mother / brother / sister / wife / hus have no claim whatsoever in respect of the aforesaid flat in case the same 	sband. I further state that I shall is transferred in favour of
 iv) I hereby indemnify CGEWHO harmless in case of any body makes a claim in resp my behalf I respect of my right which I have released a H of	Released Deed in favour ave signed this document / deed
WITNESS: (Name, Address & Signature along with attached copy of Aadhar card) 1.	

EXECUTED DEPONENT

2.

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

SPECIAL POWER OF ATTORNEY

Ι	SO	on/daughter/wife of Sh	nri	resident of
				am an allottee of Flat No.
	in Block No	on	_ Floor along w	vith car parking space NO.
	and Scooter Parking space No	·		
I herel	by constitute and appoint Shri/Smt.			
son/dau	ighter/wife of Shri			as my lawful attorney for
perform	ning the following :			
i)	To take physical possession of the DU f	rom CGEWHO.		
II)	To enter into correspondence and receiv	e documents/receipts from	m the CGEWHO	
iii)	To apply for electricity /water connection	ons.		
	My attorney's signature are attested here	e under :		
Signatu	re of Attorney			
Signatu	are of Attorney attested by the beneficiary	/		
Date :				
Place :				
				DEPONENT

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

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

TRIPARTITE AGREEMENT

This agreement made on this the day of _____20___ between

C	•		
1. Mr./Mrs	S/o(D/o)	Shri	
R/o			Name and
Address) (Hereinafter learned as `Borrower' w	hich term shall	unless repugnant in the contex	kt shall include
his/her heirs, executors, administrators and ass	igns) of the Firs	st Part.	
2. Central Govt. Employees Welfare How	using Organisat	tion (hereinafter referred to as	Organisation)
The Organisation registered in July 1990 under			
No. S/21181 dated 17.7.90 having its registere			
Janpath, New Delhi - 110 001 (hereinafter te		L	
context shall include its successors, administra			pugnant to the
3. (Name of Bank) a body corporate co		fite has a bas sites to dot	
Bank Act repr	esented by one	of its branches situated at	
(hereinafter termed as Bank) which expression		ugnant to the context shall incl	ude its assigns,
administration and successors of the third part.			
		lotted a house/flat	
(Regn.No) situated at	to t	be constructed by the Organ	isation as per
agreement dated wherein the borrower is	required to mak	e payment(s) to the Organisation	on in lump sum
/ installments as provided under the terms of a	llotment. WHE	REAS the Borrower has under	the provisions
framed by the bank for a housing loan for the			
Bank therefore has agreed to s		loan of Rs	
		only) to the Borrow	
referred to as Housing Loan for Purchase of H	ouse/Flat) subi	ect to the terms and conditions	the Borrower
is also required to furnish to the Bank inter-al			
and the Organisation has agreed to render all as			
in particular agreed to obtain permission to mo			
	nigage nom in	e lessor and or such other perso	JII / autionties
as may be required.			
5. AND WHEREAS the Borrower and th			
incorporating there in the terms and conditions			
6. AND WHEREAS the Borrower has rep		00	
house/flat until such time the full payment is ma			•
to the Borrower by the Organisation towards co	onsideration of	the said loan sanctioned to the	Borrower.
			D
AND WHEREAS the Borrower has requested			
withstanding the borrower's inability to create	mortgage at thi	s stage on the strength of this a	igreement.
It is hereby agreed to and by between the partie	es here to on the	e terms and conditions set forth	herein below.
1. That the Borrower hereby authorize the	e Bank to make	e disbursement(s) of the sanction	oned loan to the
Organisation directly on behalf of borrower a	nd any such pay	yment made to the CGEWHO	shall be deemed
to be the payment(s) made to borrower and the	• • •		
disbursed on his behalf to the Organisation a		-	•
there is any delay in payments to the Organis			
the borrower shall be liable to pay the Organ		-	
according to the terms of allotment and policy	_		jujinent, ii ully,
according to the terms of anotherit and policy	y of the Orgaills	anon.	

2. That the Organisation shall maintain a separate account of the borrower and adjust the payment received by it from the Bank towards the cost of above said house/flat allotted in favour of the Borrower.

3. That the Organisation hereby consents that the Bank shall have alien on the house/flat and Borrower may furnish the house/flats security for the housing loan to be obtained from the Bank and also to create mortgage in favour of the Bank in respect of the said house/flat.

4. That the Borrower undertakes that on execution of the sale deed/lease deed after delivery of possession. The Borrower shall deposit the said deed directly to the Bank.

5. Thatthehouse/flatshallformpartofthesecurityforthehousingloansanctionedbythebankand as soon as the sale deed/lease deed is executed by the Organisation, the borrower shall create mortgage in favour of the Bank, as security for the housing loan for the purchase of house/flat in the form and manner as desired by the Bank.

That if for any reason there is an increase/escalation in the cost of dwelling unit by Organisation, the 6. same shall be paid and borne by the borrower as the case may be as per the agreement between them without anv reference to the bank and until such payment(s)is/are made. the bank shall haverighttosuspendfurtherdisbursementofthesanctionedloanremainingloan installments in favour of the Borrower.

7. That during the currency of the loan Organisation shall not transfer the house/flat to any other person without the previous written consent of the Bank.

8. That in the event of the cancellation of allotment of the Borrower by the Authority, for reason whatsoever, the Organisation shall refund to the Bank forthwith, the entire amount received from it after adjustment of cancellation charges as per Scheme Brochure.

9. That the Organisation shall not issue duplicate allotment letter and possession letter to the borrower without obtaining the prior written consent of theBank.

10. That in the event of default by the borrower, the Bank may at its discretion enforce the security by sale to a 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 WHERE OF THE parties here to have signed this Agreement on the day, month and Year above first written.

Regn. No. _____Address of the Borrower

(Signature of the Borrower) WITNESSES

(Signature with full names &addresses)

1.

2.

Signature on behalf of the Organisation

WITNESSES (Signature with full names &addresses)

1.

2.

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

1.

2.

ANNEXURE I

NAME_____

REGISTRATION NO._____

DESIGNATION_____

PRESENT OFFICE ADDRESS

Chief Executive Officer, Central Government Employees Welfare Housing Organisation, Janpath Bhavan, 9th Floor, 'B' Wing, Janpath, New Delhi-110001

Sub: <u>Undertaking about the cost and intimation regarding the loan details.</u>

Dear Sir,

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

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

Amount

(Head of the financial institution) at the followingaddress under

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

I request that the original title deeds of the property may please be sent to ______

intimation to me:

Thanking you,

Yours faithfully,

Name_____

Correspondence Address

ANNEXURE II

	APPLICATION FOR MEMBERSHIP (TO BE SUBMITTED IN DUPLICATE)
	NAME
	REGN.NO
	ADDRESS:
То	The Secretary, Kendriya Vihar Apartment Ownership Association, Housing Scheme
Out	
Sub:	Application for Membership and Declaration.
Sir,	I, wife / son / daughter of
0.000	wish to become a member of your Apartment ership Association. My particulars are as under:
Owne	
a)	My age is years.
b)	I have been allotted type " " Flat No on floor in Block No and parking no & in Kendriya Vihar, vide Registration No and possession is likely to be given soon/has been given on
C)	Neither I nor my spouse nor my dependent children have any other residential flat within the complex covered by your Association.
d)	I shall abide by the current bye-laws of the Association and any alteration(s)/amendment(s) or revision(s) that may be made during my membership. I further declare that I shall abide by the rules framed in accordance with the bye-laws.
e)	I shall not sell/transfer/mortgage or dispose off the flat in any manner without the prior permission of the CGEWHO and Association, nor shall I use it for any commercial purpose.
	Signature of the Applicant

ANNEXURE III

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	s a result of an	application	made to	the
Central Government Employees Welfare Housi	ng Organisation (CGEWH	O), have been all	lotted a type '	'", Flat N	Jo.
in Block No	on Floo	or and Stilt No		situated	in
"KENDRIYA VIHAR" (hereinafter called the f	lat/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', SAS Nagar Mohali, promoted by CGEWHO, in so far as I/my spouse do not own any residential plot or house at SAS Nagar Mohali. Signed by me ______ on _____ day of Two Thousand Twenty

Signature of the Allottee

Name:_____

Regn. No. _____ Correspondence Address _____

	the presence of: tness:		
1.		_	
	Signature		
	Name	_	
	Address		
2.		_	
	Signature		
	Name	_	
	Address		

OPTION FOR PREFERENTIAL ALLOTTMENT ON DISABILITY GROUND SAS NAGAR MOHALI HOUSING SCHEME

To,

Date : _____

Chief Executive Officer Central Government Employees Welfare Housing Organisation 9th Floor, B Wing Janpath Bhawan <u>New Delhi - 110001</u>

Subject: Option for Preferential Allotment on Disability Ground

Sir,

With reference to announcement of SAS Nagar Mohali 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	
(Atta	ch disability certificate duly signed by CMO/HOD of	
a Go	vt. Hospital)	

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

Yours faithfully,

Signature :

Name : _____

Address : _____

FORMAT OF MEDICAL CERTIFICATE FOR PERSON WITH DIABILITIES (PwD)

Certificat	te No			Date:
This is to	certify that Smt/Shri/Kum			Paste here your recen
idantifias	ation marks as below:	ageMale/H	Female having	colour photograph
Identifica	is suf	fering from permanent disabili	ty of following category:	showing the disability (The photograph should be attested by
А.	Loco motor or cerebral palsy:			the Chairperson of the
(i)	BL-Both legs affected but not arms.			Medical Board
(ii)	BA-Both arms affected	(a) Impaired reach (b)Weakness of grip		Signature of the candidate
(iii)	OL-One leg affected (right or left)	(a)Impaired reach (b)Weakness of grip (c) Ataxic		
(iv)	OA-One arm affected (right or left)	(a)Impaired reach (b)Weakness of grip (c) Ataxic		
(v)	BH-Stiff Back and hips (cannot sit of	or stoop)		
(vi)	MW-Muscular Weakness and limite	d physical endurance.		
в.	Blindness or Low Vision:			
	(i) B-Blind	(ii) PB-Partially Blind		
С.	Hearing Impairment: (i) D-Deaf applicable)	(ii) PD-Partially	Deaf. (Delete the category whic	hever is not
2.	This condition is progressive/non-pr recommended/ recommended after a			nent of this case is not
3.	Percentage of disability in his/her ca			
4.	Smt./Shri/Kum			-
(i)	F – can perform work by manipu		Yes	/No
(ii)	PP- can perform work by pulling	and pushing.	Yes	/No
(iii)			Yes	/No
(iv)			Yes	/No
(v)	B– can perform work by bending		Yes	/No
(vi)			Yes	/No
(vii)		-	Yes	/No
(viii			Yes	/No
(ix)			Yes	/No
(x)	H- can perform work by hearing/speaking.		Yes	/No
(xi)	RW- can perform work by reading and writing.		Yes	/No
(Signatu Name:	rre of Doctor) (Sig Nar	nature of Doctor) ne:	(Signature of Doctor) Name:	
Registra	tion No. Reg	istration No.	Registration No.	
Member	r, Medical Board Me	nber, Medical Board	Member/Chairperson,	
			Medical Board	

* Please delete the words which are not applicable.

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

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

Date :

FORMAT OF AFFIDAVIT

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

AFFIDAVIT {ALL ENTRIES IN CAPITAL LETTERS}

Ι,	[Name	in	full]
Son/Daughter/Wife of			, at present serving in Office
of		~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	
			n the last office attended] do hereby
			entioned in "Agreement for Sale' of
	e e	-	'CGEWHO Rules'], received with
application form and I shall bound	by them and I further affir	rm that :	

- 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 SAS Nagar Mohali.
- iii. This is my first application and I have applied for only ONE type of dwelling unit/flat under this Scheme.
- I /my spouse have not applied in any other housing scheme of CGEWHO or I/my Spouse have applied in CGEWHO's housing scheme at _____ vide Regn. 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)

VEDIEICATION.

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.			
Ι	[name of the a	applicant] do hereby veri	fy that the contents
of Clause (i) to (v) of this affidavit are true to my personal k	nowledge and	belief. Nothing is false a	nd concealed.
Verified this on [] day	of 20	at [] [name of the
station].			

[DEPONENT]

INSTRUCTIONS FOR FILLING APPLICATION FORM

- 1. Read the CGEWHO Rules carefully before filling this form.
- 2. Use capital letters only. One letter in each box.
- 3. Leave one space between words and no space between numbers. Applicant's name should not be written in the address again.
 - a) E49, Greater Kailash

Е	4	9		G	R	Е	А	Т	Е	R	Κ	Α	Ι	L	Α	S	Η
b)	5	Dec	., 19	41													

0	5	1	2	1	9	4	1

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

IMPORTANT

7. Application Form has to be forwarded through the Head of Dept. or Head of Admin. In which the applicant is presently working. Certifying Authority must be competent to forward the application and must put seal and signatures in Column No. 19 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 applicants or spouses of deceased govt. employees.
- 2. Application Form without the following enclosures/supporting documents, is liable to be rejected.
 - a) Affidavit duly notarized/signed (Page 47).
 - b) Attested copy of latest Pay Slip, Aadhar Card, PAN, service certificate of working employees issued from competent authority/employer or Pension Payment Order (PPO) for retired employees or spouses of deceased Govt. employees.
 - c) Proof of payment through Demand Draft/RTGS/NEFT for requisite Booking Amount, Processing fees (non-refundable), cost of CGEWHO Rules Brochure.
 - d) Attested coy of SC/ST/Disability form/ Tax Authority PAN certificate (if applicable)
 - e) Fill in the format at page 45 & 46 in case of any of your dependent family member [as per CGEWHO Rule-21] is covered under PWD reservation (if applicable).

CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING OF (An Autonomous body of Govt. of India, under the aegis of M/o Housing & Un APPLICATION FORM NAME OF THE SCHEME : SAS NAGAR MOHALI HOUSING SO Regn. No. :	ban A⊡airs)
THE CEO, CGEWHO Janpath Bhawan, 'B' Wing 9 th Floor, Janpath, New Delhi – 110 001	AFFIX Photograph here
1. Personal Particulars:	
	Transgandar
Date of Birth:	Transgender
Martial Status: Unmarried Married Mobile No:	
E-Mail: Alternate Mobile No:	
Aadhar No: Adhar No:	sted photocopy of PAN)
2. Occupation: Service: Central Govt. State Govt./Auto. Body PSU	Private/Others
3. Whether Belongs To SC ST OTHERS Whether belongs to Priort (Tick in Applicable Box, Attach Attested Photocopy of the Disability/Caste Certificate, If Applicable.) Whether belongs to Priort (Tick in applicable box)	y I II III
4. Name of the Office & Address	
Office Name	
Office Address	
City State	
Pin STD Telephone	
5. Parent Department, If on Deputation:	s.
6. Designation: Level:	
 7. Date of Appointment in Central Govt. Service 8. Date of Retirement, (If Retired): 	
9. Pension Payment Order No & Date	
(Applicable in case of retired personnel only) 10. Address For Correspondence:	
City State	
Pin STD Telephone	

11. City of Scheme:	Type of unit Requirement of Additional Parking at Extra Cost Yes No NA
12. Payment Particulars:	
Amount Paid	In words ()
RTGS/NEFT/DD No.	Date of Payment
Name of Banker	Bank Address:
13. Allottee/Beneficiary Bank Details:	
Account No.	IFSC Code:
Bank Name & Branch	
Branch Address	
14. Particulars of the Nominee: Full Name	
Address	
Relationship of Nominee with Alottee/Be	neficiary:
	Nominee's Signature
deposit the balance 10 % of booking amou	, Rs shall be non-refundable towards processing fee & all be Partial Booking Amount (EMD). In case the Applicant(s) does not unt of Rs/- (minus Partial Booking Amount) before tion for booking of DU shall be cancelled and the Partial Booking Amount

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

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

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

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

19. Certification (Not required in case of retired applicant of Priority I & II). (To be Certified by the H.O.D./Administration in which the applicant is working (Strike out whichever is not applicable).

Certified that Mr	/Ms/Mrs	_is employed with_	as
It is further certi	fied that Mr/Ms/Mrs		is a Central Govt employee & he/she
has been appoir	nted by or on behalf of the Preside	ent of India and his/	her salary is debited to the Consolidated
Fund of India (Re	equired in case of applicants in service a	nd belonging to Priority	(1).
		instructions issued	Signature: () Name: Office Stamp (Seal) by the Central Government Employees
Welfare Housing	g Organisation.		
20. Date of Appli	ication	Signature	of Applicant: ()
 Applican Affidavit Attested Aadhar (PAN Car PAN Car Service Order (P Proof of refundat Cancelle Attested 	duly notarized/signed regarding elig copy of latest Pay Slip. Card. rd. certificate of working employees is PO) for retired employees or spouse	ible employees for se sued from compete es of deceased Govt. TGS/NEFT for requis ichure. nt.	nt authority/employer or Pension Payment

PART E: AGREEMENT FOR SALE

Part:1

This Agreement for Sale ("Agreement") executed on this day of _____, 2024,

By and Between

CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANIZATION [CGEWHO] [PANAAATC1861B], having Registration No. S/21181, dtd.17-07-1990 registered under the Societies Registration Act 1860 an autonomous body of the Ministry of Housing & Urban Affairs, Government of India, specifically created for execution of housing projects for Central Government Employees, on 'No Profit No Loss' & 'self-financing' basis throughout country, having its registered office at 9th Floor, B Wing, Janpath Bhawan, Janpath, New Delhi – 110001 and its Site Office at Kendriya Vihar, SAS Nagar, Mohali, Punjab 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-ininterest, executors, administrators and permitted assignees);

			AND				
Mr./	Ms		_ [AADHAAR], son/daughter	of Shri		,
aged	about	residing at	[PAN]	hereinafter	called	the
"ALI	LOTTE	E" (which expression shall unless	be repugnant to the conte	xt or meaning thereof	be deemed t	o mean	and
inclu	le his/he	r heirs, executors, administrators,	successors-in-interest and	d permitted assignees).		

Co - Allottee (If Applicable):

Mr./N	Is	[AADHAAR] son / daughter of Shri
aged	about	residing at	[PAN].
Herei	nafter called the 'Co-Allor	ttee' (which expression	shall unless repugnant to the context or meaning thereof be
deem	ed to mean and include his	her heirs, executors, adr	ninistrators, 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:

- 'Act' means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016). a)
- 'Regulations' means the Regulations made under the Real Estate (Regulation and Development) Act, 2016. b)
- 'Section' means a section of the Act. c)
- d) 'CGEWHO' means the Central Government Employees Welfare Housing Organization which is the Promoter as defined in Real Estate (Regulation and Development) Act, 2016.
- Rules means the Punjab Real Estate (Regulation and Development)Rules 2017 and amendments in these Rules e) made under the Real Estate (Regulation and Development)Act 2016,

WHEREAS:

The CGEWHO is the absolute and lawful owner at Plot No. 3, Sector-79, SAS Nagar, Mohali, Punjab. (A) Vide dated **22.03.2010** registered as Registration No. **GSR001313260** at the office of Sub Registrar, Greater Mohali Area Development Authority.

The Plot admeasuring 22824.27 m²; at Plot No. 3, Sector-79, SAS Nagar, Mohali, Punjab Vide Sale Deed dated 22.03.2010 registered as Registration No. GSR001313260 at the office of Sub Registrar, Greater Mohali Area Development Authority.

- (B) The Said Land is earmarked for the purpose of building a residential project, comprising 402 multistoried apartment buildings [insert any other components of the Projects] and the said project shall be known as "Kendriya Vihar-SAS Nagar, Mohali."
- (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 Punjab Urban Development Authority/Greater Mohali Area Development Authority has granted the permission to develop the Project vide Letter No. **77003** approval dated **05-07-2023**.
- (E) The **CGEWHO** has obtained the final layout plan approvals for the Project from PUDA/GMADA Greater Mohali Area Development Authority. The **CGEWHO** agrees and undertakes that it shall not make any changes to these layout plans as required under the except in strict compliance with section 14 of the Act and other laws as applicable
- (F) The **CGEWHO** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at PBRERA on 25/10/2024 under registration No. **PBRERA-SAS81-PR1094**.
- (G) The Allottee(s) had applied for a Dwelling Unit in the Project vide application/Regn. No. ______ dated ______ and has been allotted Dwelling Unit No. ______ having carpet area of ______ square feet, type _____, on ____ floor in [tower/block/building] No. _____ ("Building") along with garage/ parking no. ______ admeasuring ______ square feet in the ______ [Please insert the location of the garage/ parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (d) of Section 2 (1)of the Punjab Real Estate Regulation & Development Rules. 2016." And deed of declaration submitted before the concerned authority (hereinafter referred to as the Apartment more particularly described in Schedule A and the floor plan of the dwelling unit is annexed hereto and marked as Schedule B;
- (H) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- (I) _____ [Please enter any additional _____ [Please enter any additional
- (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;

S. No	Block No.	Туре	Floor	Dwelling Unit No.	Carpet Area (SFT)	Rate of DU per SFT Carpet Area (Rs)	
А	В	С	D	Е	F	G	Н

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

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

- (a) GST at the rate of 5% on cost of Dwelling Unit.
- (b) Proportionate Cost of Common areas and Project Land.

Explanation:

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

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

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

- (iii) The CGEWHO shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by CGEWHO within the time and in the manner specified therein. In addition, the CGEWHO shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The total price of the Dwelling Unit includes recovery of piece of land ,construction of (not only the apartment but also) the common areas,internal development charges ,external developments charges ,taxes ,cost of proving electric wiring ,electricity connectivity to the apartment ,lift,water line and plumbing ,finishing with paint, marbels, tiles, doors, window, fire detection and firefighting equipment in common area, maintenance charges as per para 11 etc includes cost for provide all other facilities ,amenities and specifications to be provided with in (apartment /Plot) and the project .

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **CGEWHO** undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the **CGEWHO** shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the authority which shall include the extension of registration if any granted to the said project by the authority as per act the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**").
- 1.5 On joining of the scheme, if a beneficiary pays the total cost of dwelling unit within 90 days of the issue of the allotment letter, a rebate of @ 5% will be given on amount which is yet to be called by CGEWHO, the cost of dwelling unit (excluding GST) amount yet to be called subject to approval of the CGEWHO.
- 1.6 It is agreed that the CGEWHO shall not make any additions and alterations beyond in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the CGEWHO may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. Provided that the CGEWHO may make such minor additions or alternations as may be required by the Allottee, or such minor changes or alterations as per the provision of the Act.
- 1.7 The **CGEWHO** shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the **CGEWHO**. If there is any reduction in the carpet area within the defined limit then **CGEWHO** shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the **CGEWHO** shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the **CGEWHO** agrees and acknowledges, the Allottee shall have the right to the dwelling unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the dwelling unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the CGEWHO shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii). That the computation of the price of the [Dwelling Unit] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. However, cost of Electricity meter, IGL/PNG connection, Sinking Fund, additional generator connected load, Prepaid Meter Charges, FTTH (fibre to the home) and any other additional facilities cost is not included and shall be paid extra by the Allottee(s) at the time of offering Possession (if any such services provided). The charges like community facility monthly usage charges, utility services usage monthly charges are also not included in the cost of the unit.
- (iv) The allottees has right to visit the project site to access the extend of development of the Project and his apartment /plot as case may be.
- 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.
- 1.10 The **CGEWHO** agrees to pay all outgoings before transferring the physical possession of the dwelling unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the **CGEWHO** fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the dwelling unit to the Allottees, the **CGEWHO** agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a total sum of ₹ ______ (Rupees _______ only) as booking amount being part payment of 10% towards the Total Price of the Dwelling Unit at the time of application, as advance payment till the signing of this agreement, the receipt of which the **CGEWHO** hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the dwelling unit as prescribed in the Payment Plan as may be demanded by the **CGEWHO** within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT :

2.1 Subject to the terms of the Agreement and the **CGEWHO** abiding by the construction milestones, the Allottee shall make all payments, on demand by the **CGEWHO**, within the stipulated time as mentioned in the Payment Plan through demand draft or online payment (as applicable) in favour of "CGEWHO – SAS Nagar Mohali PROJECT RERA POOLING Account NO. 120030914698 (IFSC – CNRB0000267) payable at New Delhi. The Allottee(s) understand and agrees that he/she/them 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.

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 fulfil 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.

5. TIME IS ESSENCE :

The **CGEWHO** shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the (Apartment) to the allottee and the common area to the association of allottee or the competent authority as the case may be .

6. CONSTRUCTION OF THE PROJECT/ APARTMENT :

The Allottee has seen the proposed layout plan, specifications ,amenities and facilities of the (Apartment/Plot) and accepted the floor plans, Payment Plan, and specifications of amenities and facilities (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 Punjab 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.

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 such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The allottee agree and confirmed that in the event it become impossible for CGEWHO to implement the project due to Force Majeure conditions, then this allottment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allottment within 45 days from that date> The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc, against the Promoter that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession**

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

Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee(s) shall be carried out by the CGEWHO within 3 months from the date of issue of completion certificate/occupancy certificate subject to the timely co-operation from the Allottee(s) as the nature of the said act prerequisites co-operation. The **CGEWHO** agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **CGEWHO**. The Allottee agree(s) to pay the maintenance charges as determined by the **CGEWHO**/association of allottees, as the case may be. The **CGEWHO** on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate of the Project. The **CGEWHO** shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Dwelling Unit

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

7.4 **Possession by the Allottee**

After obtaining the occupancy certificate and handing over physical possession of the Dwelling Unit to the Allottees, it shall be the responsibility of the **CGEWHO** to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the **CGEWHO** shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 **Cancellation by Allottee**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the **CGEWHO**, the **CGEWHO** herein is entitled to forfeit the booking amount paid for the allotment. The CGEWHO shall return 50% of the balance amount of money paid by the allottee within 45 days of such cancellation/ withdrawal.

However, if the plot/apartment has been allotted by any Statutory Development Authority or Public Body of the State Government, then the said **CGEWHO** shall be entitled to forfeit such amount as is prescribed under its local laws and thereafter, shall be bound to refund the balance amount to the allottee within 45 days of cancellation/withdrawal.

7.6 **Compensation**

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

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

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

8. **REPRESENTATIONS AND WARRANTIES OF THE CGEWHO :**

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

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

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

- 9.1 Subject to the Force Majeure clause, the **CGEWHO** shall be considered under a condition of Default, in the following events:
 - (i). **CGEWHO** fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
 - (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.
 - 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 Clause1.2 within forty-five days of receiving the termination notice:

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9.2

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

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
 - (i) In case the Allottee fails to make payments for ______ consecutive demand made by CGEWHO as per the payment plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the CGEWHO on the unpaid amount at the rate specified in the Rules;
 - (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 shall cancel the allotment of the Apartment/Plot 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. Provide that the CGEWHO shall intimate the allottee about such termination at least thirty days prior to such termination.

However, if the plot/apartment has been allotted by any Statutory Development Authority or Public Body of the State Government, then the allottee of said Promoter shall be liable to pay such penal interest or penalty on the defaulting amount as is prescribed under its local laws.

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 and the completion certificate, as the case may be, to the allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate.

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.

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

11.1 The **CGEWHO** shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Apartment Owner's Association (AOA) of allottees upon the issuance of completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartments/Plot

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.

13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

14. USAGE :

Use of Basement and Service Areas

The basement(s) and service areas, if any, as located within the _____

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :

- 15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the dwelling unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [dwelling unit], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the dwelling unit and keep the [dwelling unit], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the dwelling unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the internal/outer of load bearing wall of the dwelling unit.
- 15.3 The allottee shall plan and distribute its electric load in conformity with the electrical system 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.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :

The Parties are 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

17. ADDITIONAL CONSTRUCTIONS :

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

18. CGEWHO SHALL NOT MORTGAGE OR CREATE A CHARGE :

18.1 After the **CGEWHO** executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Dwelling Unit].

19. PUNJAB APARTMENT OWNERSHIP ACT, 1995:

The Promoter has assured the allottees that the project in its entirely s in accordance with the provisions of the Punjab Apartment Ownership Act. 1995 (Punjab Act 13 of 1995). The Promoter showing compliance of various laws/regulations as applicable in above mentioned Act.

20. BINDING EFFECT :

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

21. ENTIRE AGREEMENT :

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

22. **RIGHT TO AMEND :**

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE :

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

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

25. SEVERABILITY :

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

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

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

27. FURTHER ASSURANCES :

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

28. PLACE OF EXECUTION :

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

29. NOTICES :

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

	(Allottee Address)
M/s	CGEWHO name
	(CCEWIIO Address

(CGEWHO Address)

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

30. JOINT ALLOTTEES :

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

31. SAVINGS :

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

32. GOVERNINGLAW :

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION :

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

<u>Part II</u>

- 1 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 Punjab State RERA Website "https://rera.punjab.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.
- 2. Both the parties confirm that they have read and understood the provisions of section-14 of the Act.
- **3.** 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.
- 4 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.
- 5. 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 PBRERA REGISTRATION NO. PBRERA-SAS81-PR1094

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.

- 6. Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of the registration, if a any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 7 **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.
- 8 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.
- 9 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.
- 10 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.

- 11. 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.
- 12. 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).
- **13.** 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).

- 14. 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.
- 15 All the payments to be made by the Allottee shall be subject to realization of Demand draft etc. In case of dishonour 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.
- **16.** 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.
- 17. 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.
- **18.** Under normal circumstances the CGEWHO will be entitled to adjust and appropriate the amount paid by the Allottee first towards interest on overdue payments hereafter towards any overdue payments or any outstanding demand and finally, the balance if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee(s) agrees to accept such appropriation which shall be binding upon him.
- **19.** 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).

- 20 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'.
- 21. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the CGEWHO to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the CGEWHO shall refund to the Allottee the entire amount received by the CGEWHO from the allotment within

45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the **CGEWHO** and that the **CGEWHO** shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of CGEWHO to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The CGEWHO shall not change more than the normal maintenance charges from the allottees.

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

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

- 23. However, if the Apartment Owner's Association is not formed within 1 year of receipt of completion certificate of the Project, CGEWHO will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance as mentioned in Para 1.2 (iv) + 10% (in lieu of Price escalation) for the purpose of maintenance for next 1 year and so on. The CGEWHO will refund the balance amount available with CGEWHO against the maintenance charge so collected to Apartment Owner's Association once it is formed.
- 24. 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.
- **25.** 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.
- 26. 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.
- **27. Provided** that the Allottee(s) or the Apartment owners Association shall not make structural changes during this period without written consent from the CGEWHO.
- **28.** 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.

- **29.** 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.
- **30.** 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.

- 31 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).
- **32.** 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.
- **33.** In case of Commercial Unit the Allottee(s) shall use the Unit for the purpose of following Commercial activities...... (*to be provided by CGEWHO*) only subject to compliance of all applicable rules, regulations and shall hold valid licenses, if applicable, Further the Allottee(s) shall be solely responsible for all its employees and vendors and shall also maintain the unit and its surroundings clean without causing any hindrance to any common area.
- **34.** 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.
- **35.** 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).
- **36.** 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.

- **37.** 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.
- **38.** 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.

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 .

39. All other conditions as mentioned in part A & B of CGEWHO's Scheme Brochure of the Project.

N WITNESS WHEREOF parties hereinabove named have set at (city/town name the day first above written.		
SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee: (including joint buyers) (1)(2)	Please affix photograph and sign across the photograph	Please affix photograph and sign across the photograph
Aton in the presence of	of:	
SIGNED AND DELIVERED BY THE WITHIN NAME Central Government Employees Welfare Housing Organisation (CGEWHO) (Authorized Signatory)	D Please photogr sign acr photo	aph and oss the
1. Signature Name Address		
 Signature Name Address 		
 SCHEDULE "A" - Please insert description of the [Apa with boundaries in all four direction after Draw of Lots). SCHEDULE "B" - Floor plan of the apartment at page 2 SCHEDULE "C" - Payment Schedule at page 5-6. SCHEDULE "D" - Basic Technical Specification at page SCHEDULE "E" - Central Amenities at page 3. 	ns; (Land plan attached fu 25-30.	



CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION (CGEWHO)

[An Autonomous Body under the aegis of Ministry of Housing & Urban Affairs, Govt. of India] 9th Floor, 'B' Wing, Janpath Bhawan, Janpath, New Delhi - 110001 Ph. 011-23717249, 23355408, 49930283, E-mail: cgewho@nic.in, Website: www.cgewho.in



In Service of the Nation for 34 years for a Transformative Journey towards "VIKSIT BHARAT"

CGEWHO Announces SAS Nagar, Mohali Housing Scheme

Golden Opportunity to Own a Flat in SAS Nagar, Mohali, Sector- 79 on Ocassion of "Guru Parv & Kartik Purnima" The Scheme is Open Only for Central Government Employees (Priority I)



Type of DU	Dwelling Units (DU's) Available for Subscription**	Carpet Area (in sqft)	SBA (in sqft)	Cost [*] (in Rs.)	
Type 'B' (Dining cum Living Room, 2 Bedrooms, Store Room & Kitchen with 2 Toilets and 4 Balconies).	118	833	1411	72,05,450/-	
Type 'C' (Living Room, Lobby, 2 Bedrooms, Store Room, Dressing Room & Kitchen, 3 Toilets and 4 Balconies).	118	1102	1679	95,32,300/-	
Type 'D' (Living & Dining Room, 3 Bedrooms, Entrance Foyer/Servant Room, Dressing Room, Kitchen, 3 Toilets, One Powder Room, 5 Balconies).	56	1429	2264	1,23,60,850/-	
Type 'C' (Penthouse Duplex) Living Room, 3 Lobbies, 2 Bedrooms, 2 Store, 2 Dressing Rooms, Kitchen, Pantry, 2 Open to Sky Terrace, 6 Balconies, 4 Toilets, 1 Staircase.	12	1937	3040	1,75,37,780/-	
Type 'D' (Penthouse Duplex) Living & Dining Room, 3 Bedrooms, Entrance Foyer/Servant Room, 3 Dressing Rooms, Kitchen, 5 Toilets, Powder Room, Pantry, 2 Lobby, 8 Balconies, 3 Open to Sky Terrace, 1 Staircase.	6	2400	4111	2,28,03,795/-	

Cost of DU given above is exclusive of: - 1. GST (as applicable), 2. 1% for IFMS & 1% for advance Maintenance charges for one year, of the total cost of DU. However, the cost of one car parking (stilt or basement) is included in the cost of DU.

** Out of the total 402 DUs available in the project, 92 DUs across various categories have already been subscribed through advertisements in the year 2014. However, the allotment of specific DUs nos of all DUs i.e. (402 nos.) will be done subsequently through draw of lots.

Other Amenities

1. Swimming Pool of size (16 M x 7.85 M)

2. Badminton Courts.

For Scheme Brochure please visit our website or scan QR code.



2. Fully Equipped Unisex Gymnasium

Site Address:

Mohali, Punjab

Plot No.-3, Sector - 79, SAS Nagar

COMPLETED PROJECTS



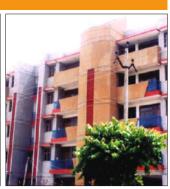
Ahmedabad: 310 DUs Completion Year : October, 2005



Jaipur, Ph-I: 184 DUs Completion Year : October, 2005



Hyderabad, Ph-II: 178 DUs Completion Year : February, 2006



Panchkula, Ph-II: 240 DUs Completion Year : July, 2006



Noida, Ph-V: 576 DUs Completion Year : March, 2007



Lucknow : 130 DUs Completion Year : August, 2008



Completion Year : December, 2008



Mohali, Ph-I: 603 DUs Completion Year : April, 2013



Chennai, Ph-II : 572 DUs Completion Year : February, 2012

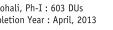


Jaipur, Ph-II : 572 DUs Completion Year : March, 2012



Hyderabad, Ph-II: 380 DUs Completion Year : October, 2012







Bhubaneswar, Ph-I: 256 DUs Completion Year : January, 2013



Meerut, Ph-I: 90 DUs Completion Year : December, 2013



Kolkata, Ph-II : 582 DUs Completion Year : November, 2014

Bhubaneswar, Ph-II, 240 DUs Completion Year : November, 2018

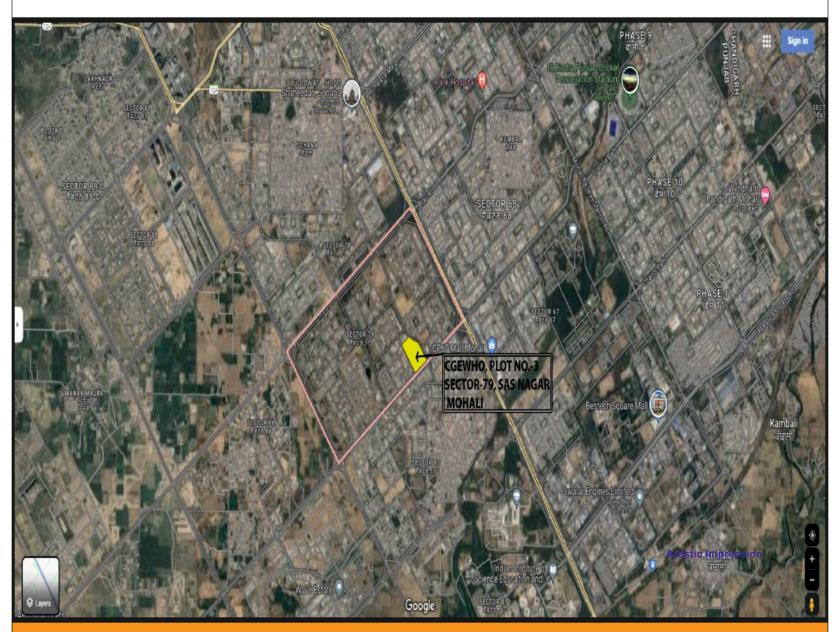


Mohali Ph-II: 615 Dus Completion Year : 2017



Greater Noida Ph-I, 1794 DUs Completion Year: October 2022

LOCATION MAP



Distance from CGEWHO

- 1. Adjoining Gurudwara/Mandir, Sector-79
- 2. Amity International School
- 3. CP 67 Mall
- 4. I.S. Bindra PCA Stadium
- 0.5 Kms 0.5 Kms 3.0 Kms
- 4. Fortis Hospital, Mohali3.5 Kms5. Mohali Railway Station (SAS Nagar)5.5 Kms6. ISBT, Sector-437.5 Kms
- 8. Chandigarh International Airport



CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION 9th Floor, B Wing, Janpath Bhawan, Janpath, New Delhi-110001 Ph.: 011-23717249, 23355408, 49930283 Website: www.cgewho.in, E-mail: cgewho@nic.in

Site Address: Plot No.-3, Sector-79, SAS Nagar, Mohali, Punjab

Price Rs. 500/-

10.3 Kms