

AGREEMENT FOR SALE
AGREEMENT FOR SALE (AFS)

1) SALE CONSIDERATION: RS.83,01,400/- (Basic cost, excluding GST). 2) Allotment amount Paid: Rs.8,30,140/-(Basic cost, excluding GST)	1) SUPER AREA : 2026 SFT 2) CARPET AREA: 1547 SFT
STAMP DUTY: Rs. Registration Charges: Rs.	FLAT NO. : 304 BLOCK NO. : D FLOOR : 3RD FLOOR CAR PARKING No.: CS-7
Registration Charges: Rs.	

Part : 1

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 2025,

By and Between

CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANIZATION [CGEWHO] [PAN AAATC1861B], having Registration No. S/21181, registered under the Societies Registration Act 1860 (is an autonomous body of the Ministry of Housing & Urban Affairs, Government of India, specifically created for execution of housing projects for Central Government Employees, on 'No Profit No Loss' & 'self-financing' basis throughout country), having its registered office at 9th Floor, B Wing, Janpath Bhawan, Janpath, New Delhi – 110001 and its Site Office at Kendriya Vihar, Penduruthi Main Road, Penduruthi, Visakhapatnam hereinafter referred to as the Promoter or (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

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

Co - Allottee (If Applicable):

Mr./Ms. _____ **[AADHAAR _____]** son / daughter of Shri _____ aged about _____ residing at _____ **[PAN _____]**. Hereinafter called the

'Allottee' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

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

DEFINITIONS:

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

- a) 'Act' means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- b) 'Authority' means Andhra Pradesh Real Estate Regulatory Authority.
- c) 'Government' means the Government of Andhra Pradesh.
- d) 'Rules' means the Andhra Pradesh Real Estate (Regulation and Development), Rules, 2017 as amended from time to time.
- e) 'Regulations' means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- f) 'Section' means a section of the Act.
- g) 'CGEWHO' means the Central Government Employees Welfare Housing Organization which is the Promoter as defined in Real Estate (Regulation and Development) Act, 2016.
- h) 'Scheme' means the 'self-financed housing project' announced by the CGEWHO.
- i) 'Exclusive Balcony/ Verandah/ Open Terrace Area' (EBVT) shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e., on bare shell basis) and is subject to tolerance of +/- 5 per cent on account of structural, design and construction variances.
- j) Words importing the singular shall include plural and vice versa.
- k) All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender.
- l) The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears.
- m) References to "Rupees" and "Rs." are references to the lawful currency of India.

WHEREAS:

- (A) The **CGEWHO** is the absolute and lawful owner of survey nos. 62/1 D3, Pendurthy, Visakhapatnam Distt. totally admeasuring 35,086 m² situated at Village No. 24 in Pendurthy Taluk & District Visakhapatnam ("Said Land") vide sale deed(s) dated 28/3/2008 registered as Documents No. 857/2008 at the office of the Sub-Registrar;
- (B) The Said Land is earmarked for the purpose of building a residential project, comprising 385 multistoried apartment buildings and community center [insert any other components of the Projects] and the said project shall be known as "Kendriya Vihar-Visakhapatnam"
- (C) The **CGEWHO** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **CGEWHO** regarding the Said Land on which Project is to be constructed have been completed;
- (D) The Greater Visakhapatnam Municipal Corporation has granted the permission to develop the Project vide approval dated 16/08/2024 bearing No.1086/2798/B/Z6/EGE/2018;

- (E) The **CGEWHO** has obtained the final layout plan approvals for the Project from Greater Visakhapatnam Municipal Corporation. The **CGEWHO** agrees and undertakes that it shall not make any changes to these layout plans as required under the except in strict compliance with section 14 of the Act and other laws as applicable and also hands over the required land meant for public purpose in the Layout such as Roads, Parks, Play grounds, etc. to the concerned Local Authority as per the Municipal Laws;
- (F) The **CGEWHO** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at APRERA on 16/06/2023 under registration No.P03240113683;
- (G) The Allottee(s) had applied for a Dwelling Unit in the Project vide application/Regn. No. _____ dated _____ and has been allotted Dwelling Unit No. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] No. _____ ("**Building**") along with garage/ parking no. _____ admeasuring _____ square feet in the _____[Please insert the location of the garage/ parking], as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the Apartment more particularly described in **Schedule A** and the floor plan of the dwelling unit is annexed hereto and marked as **Schedule B**);
- (H) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- (I) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- (J) 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;
- (K) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **CGEWHO** hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Dwelling Unit and the garage/ parking (if applicable) as specified in para G;

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the **CGEWHO** agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the as Dwelling Unit specified in para G;

1.2 The Total Price for the Dwelling unit is ₹83,01,400/- (Eighty-three Lakhs one thousand & four hundred only), excluding GST, which has been settled between both the parties, and the breakup of the total price is as under:

S. No.	Block No. of DU	Type Of DU	Floor No. of DU	Dwelling Unit No.	Carpet Area (SFT)	Super Built-up Area (SFT)	Rate of Dwelling Unit per square feet* (in ₹)	Amount (in ₹)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
1	D	D	3 rd	304	1547	2026	Rs.3900/-	83,01,400/-
2.	Add: Prevailing GST @5%							4,15,070/-
3.	Total Cost of DU including Car Parking (including GST @ 5%)							87,16,470/-

* Based on carpet area, i.e., Total cost divided by carpet area, the total price excludes the 1% for IFMS & 1% for Advance Maintenance Charges for one year, of the total cost of DU plus applicable GST on maintenance shall be charged extra. Further,

- The Proportionate cost of Common Area and Project Land is inclusive in the above-said settled amount.
- One car parking under Stilt/Basement is inclusive.

Explanation:

- The Total Price above includes the booking amount paid by the Allottee(s) to the **CGEWHO** towards the Dwelling Unit;
- The Total Price above includes Taxes (consisting of tax paid or payable by the **CGEWHO** by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the **CGEWHO**) up to the date of handing over the possession of the dwelling unit:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the **CGEWHO** shall be increased/reduced based on such change / modification;
- The **CGEWHO** shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the **CGEWHO** shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- The total price of the Dwelling Unit includes except the followings, which is payable along with 5th and final call up letter:

- (a) Maintenance charges @1% of the cost of Dwelling Unit for the period of one year as provided in clause 11.
- (b) Interest Free Maintenance Security Charges (IFMS) @1% of the cost of Dwelling Unit.

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

- (v) That the Allottee(s) agrees and understands that, if any dues/charges/taxes/fees etc. payable by the Allottee(s) has not been paid because the same has not been demanded by CGEWHO or its authorised representative inadvertently by oversight, mistake or by ignorance and later it comes to the notice of the CGEWHO/representative then the same will be paid by the Allottee(s), as and when noticed and demanded by CGEWHO. This will not however take away in any manner, the obligations of the Allottee(s) specified herein.
 - (vi) The Allottee(s) is aware that TDS shall be deducted from the above price in case the price of the property being purchased is above Rs. 50 lakh in accordance with the currently applicable rules as per the Income Tax Act, 1961 or as applicable at the time of payment. The Allottee(s) shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt, and other relevant documents to the CGEWHO as per the Act and rules made there under, as applicable to this transaction. Any delay in making the payment to CGEWHO and/or taxes as aforesaid shall make the Allottee(s) liable to pay the interest to CGEWHO and/or any penalty levied by the concerned authority/ies in respect thereof.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **CGEWHO** undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the **CGEWHO** shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 On joining of the scheme, if a beneficiary pays the total cost of dwelling unit within 90 days of the issue of the allotment letter, a rebate of @ 5% will be on yet to be called amount given on the cost of dwelling unit (excluding GST) subject to approval of the CGEWHO.
- 1.6 It is agreed that the **CGEWHO** shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the **CGEWHO** may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

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

Provided when the project is developed in phases the facilities of all phases shall become common that the CGEWHO has right to develop the Project approved by the competent authority in phases if the same is declared in his RERA application and in

such circumstances each such phase will be considered as a Project for the purpose of this agreement.

- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely Kendriya Vihar - Visakhapatnam shall not form a part of the declaration to be filed with Greater Visakhapatnam Municipal Corporation to be filed in accordance with the APRERA.
- 1.11 The **CGEWHO** agrees to pay all outgoing before transferring the physical possession of the dwelling unit to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing 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 outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee has paid a total sum of ₹ _____ (Rupees _____ only) as booking amount being part payment of ten percent towards the Total Price of the Dwelling Unit at the time of application, as advance payment till the signing of this agreement, the receipt of which the **CGEWHO** hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the dwelling unit as prescribed in the Payment Plan as may be demanded by the **CGEWHO** within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules. And Provided that the booking amount shall be @ 10% of the Total Price of the dwelling unit.

S.No.	Particulars	Name of Banker	RTGS/DD No & Date	Amount (Including GST)
1	Partial Booking amount	PUNJAB NATIONAL BANK	RTGST No. 224090625624 dated 21-04-2025	2,40,000/-
2	Remaining amount of allotment			5,90,140/-
3	TDS			0/-
	Total payment			8,30,140/-

- 1.13 The images, audio-visuals, and show flats in the marketing documents, presentations, prospectus, or website by the CGEWHO may show additional features, additional fixtures, loose furniture, etc., to provide the Allottee(s) or prospective Allottee(s) with a conceptual sense of the possible lifestyle. Such conceptual marketing material shall not

form the basis for the specifications and design commitment to the Allottee(s), which are detailed separately in this agreement and its Schedules.

1.14 The drawings committed in this agreement are for the typical layout of the building. Minor changes due to detailed structural design considerations from the typical layout shall be acceptable to the Allottee(s). The provision of columns will be added to the typical layout as per structural design requirements for each building.

1.15 The design layout along with the specifications are based on structural design, and minor changes in actual construction might occur due to new/detailed structural requirements, which shall be acceptable to the Allottee(s);

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

1.16 In the case where the Project is progressed ahead of schedule or completed before time or occupancy is handed over to the purchasers before the scheduled date, then 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 prepayment of construction/delivery. If there is any delay in the aforesaid stage-wise payment by the Allottee(s), then it shall be treated as a default and penalized as specified herein.

1.17 The Allottee(s) shall have an 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 no objection certificate from the bank if the loan is availed. However, if there is any delay in payments or any defaults on the part of the Allottee(s), then such defaults shall be dealt with in accordance with the provisions in this agreement and the notices/communications shall be sent only at the address provided by the original Allottee(s).

1.18 The Carbon Credit Benefit, if any, in the Project will be redeemed by the CGEWHO, who will be solely entitled to the same without any liability to share the same with any Allottee(s).

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the **CGEWHO** abiding by the construction milestones, the Allottee shall make all payments, on demand by the **CGEWHO**, within the stipulated time as mentioned in the Payment Plan through demand draft or online payment (as applicable) in favour of "CGEWHO Collection Account VISAKHAPATNAM PROJECT", Account No. 120027260684 (IFSC - CNRB0000267) payable at New Delhi.

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

2.2 For all payments through demand draft/banker's cheque, the date of clearance of such demand draft/banker's cheque shall be taken as the date of payment. For online payment/card payment, the date of credit in CGEWHO's bank account shall be taken as the date of payment, and credit for the payment made shall be given on actual value credited in the CGEWHO's Account. In case of demand draft or wire transfer, any charges including collection charges debited by bank or swipe fees/interchange

fees/transaction fee payable to bank shall be borne by the Allottee and will be debited to the Allottee's account. Further, the CGEWHO is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). CGEWHO will credit the Allottee's account with the amount in Indian Rupees credited in CGEWHO's account.

- 2.3 All the payments to be made by the Allottee shall be subject to realization of Demand draft, etc. In case of dishonor of any Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the rights and remedies available to the CGEWHO, the CGEWHO shall be entitled to and the Allottee shall be liable to pay the equivalent amount along with the delay interest and applicable bank charges to the CGEWHO. This is without prejudice to the right of the CGEWHO to terminate this Agreement as a breach on the part of the Allottee.
- 2.4 The Allottee shall be issued a receipt by the CGEWHO against the delivery of every demand draft/online payment issued by the Allottee(s) subject to the clearance of the payment. The receipt of the payment shall be issued by the CGEWHO in the name of the Allottee(s), irrespective of the fact that payment is being made by any other person or from any other account.
- 2.5 The Allottee(s) further agrees that except as specifically expressed under this Agreement, the CGEWHO is not required to send reminders/notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the **CGEWHO** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **CGEWHO** may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the **CGEWHO** to adjust his payments in any manner.

5. **TIME IS ESSENCE**

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

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT**

The Allottee has seen the specifications of the Dwelling Unit and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the **CGEWHO**. The **CGEWHO** shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the **CGEWHO** undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Master Plan for the area, Zoning Regulations and Andhra Pradesh Building Rules as amended from time to time and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the **CGEWHO** shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE DWELLING UNIT**

7.1 **Schedule for possession of the said / Dwelling Unit:**

The **CGEWHO** agrees and understands that timely delivery of possession of the dwelling unit is the essence of the Agreement. The **CGEWHO**, based on the approved plans and specifications, assures to hand over possession of the dwelling unit on December, 2028, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the **CGEWHO** shall be entitled to the extension of time for delivery of possession of the dwelling unit,

Provided that 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.

7.2 Procedure for taking possession

- 7.2.1 The **CGEWHO**, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the dwelling unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice/ offer of possession and the **CGEWHO** shall give possession of the dwelling unit to the Allottee.

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

The CGEWHO agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the CGEWHO. The Allottee agrees to pay the maintenance charges as determined by the CGEWHO/association of allottees, as the case may be. The CGEWHO on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate of the Project. That the final finishing of the Dwelling Unit shall be done after deposition of entire amount and obtaining no dues certificate from the CGEWHO. It is hereby clarified that the stamp duty and other statutory costs for registration of the conveyance deed and also for registration of this agreement shall be entirely borne by the Allottee(s).

- 7.2.2 The Allottee shall be required to complete their full and final settlement and clear all pending dues, amounts, installments, charges, interest, etc. (as provided in the offer for handover of possession) along with stamp duty and other statutory costs for registration of the conveyance deed; within a period of 1 (one) month 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 the Conveyance Deed, the physical possession of the dwelling unit will be offered. After signing of check list and full and final payment of all pending dues, amounts, installments, charges, interest, etc. by the Allottee, the CGEWHO will commence the fit-outs in the said Apartment.

Provided that the process of fit-outs of the Apartment generally takes a period of 60 days from the date of full and final payment by the Allottee. However, the same will be done on a 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.

The **CGEWHO** agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **CGEWHO**. The Allottee agree(s) to pay the maintenance charges as determined by the **CGEWHO**/association of allottees, as the case may be. The **CGEWHO** on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Dwelling Unit

Upon receiving a written intimation from the **CGEWHO** as per clause 7.2, the Allottee shall take possession of the Dwelling Unit from the **CGEWHO** by executing necessary indemnities, undertakings (Annexure-I, II & III as per format attached) and such other

documentation as prescribed in this Agreement, and after executing the conveyance deed the **CGEWHO** shall give possession of the Dwelling Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee**

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

7.5 **Cancellation by Allottee**

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the **CGEWHO**, the **CGEWHO** herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the **CGEWHO** to the allottee within 45 days of such cancellation excluding GST. Further no interest will be paid on refund amount.

7.6 **Compensation**

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

Except for occurrence of a Force Majeure event, if the **CGEWHO** fails to complete or is unable to give possession of the dwelling unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the **CGEWHO** shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount (excluding GST) received by him in respect of the dwelling unit, with simple interest @10% p.a. within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the **CGEWHO** shall pay the Allottee simple interest @10% p.a. specified in the Rules for every month of delay, till the handing over of the possession of the dwelling unit.

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

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

- (i) The **CGEWHO** has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The **CGEWHO** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the dwelling unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and dwelling unit are valid and subsisting and have been obtained by following due process of law. Further, the **CGEWHO** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and dwelling unit and common areas;
- (vi) The **CGEWHO** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The **CGEWHO** has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said dwelling unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The **CGEWHO** confirms that the **CGEWHO** is not restricted in any manner whatsoever from selling the said dwelling unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the **CGEWHO** shall handover lawful, vacant, peaceful, physical possession of the dwelling unit to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The **CGEWHO** has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the **CGEWHO** in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i). **CGEWHO** fails to provide ready to move in possession of the dwelling unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to

move in possession' shall mean that the dwelling unit shall be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the **CGEWHO**'s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT

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

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the **CGEWHO** to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the **CGEWHO** is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp

Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

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

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

- 11.2 Till the time the Apartment Owner's Association takes 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 the right to recover applicable maintenance charges (as per Para 11.1 above) and other charges as set out in the Maintenance Agreement from allottees/beneficiaries.
- 11.3 The Allottee/beneficiaries shall join the Association and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the CGEWHO for this purpose. The Allottee undertakes to join the Apartment Owner's Association if and when formed by the CGEWHO or its nominee(s) for a part or whole of the Total Project and the Allottee(s) further undertakes not to join/form any other association of allottees or resident welfare association etc., by itself or in conjunction with other allottees of the said Project.
- 11.4 The terms and conditions relating to maintenance services, use of Common Areas and facilities, payment of Interest Free Maintenance Security Deposit, sinking fund, Maintenance Charges, etc. shall be as set out in the Maintenance Agreement.

12. DEFECT LIABILITY

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the **CGEWHO** as per the agreement for sale relating to such development is brought to the notice of the **CGEWHO** within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the **CGEWHO** to rectify such defects without further charge, within 30 (thirty) days, and in the event of **CGEWHO's** failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. **Provided** that the Allottee(s) or the Apartment Owners Association shall not make structural changes during this period without written consent from the CGEWHO.

12.2 The Allottee acknowledges that there are several products/equipment/services to be provided by third parties (for example lifts, ac, wardrobes, fans, lights, transformer, D.G. unit, Pumps, Motors, Electrical Panels, Hardware, Sanitary/CP fittings, etc.), and the warranty and guarantee provided by the respective third party in respect of such products, equipment, and services will be available to the Allottee as per the products/equipment/services specifications, and the Allottee/AOA can approach such third parties directly for such warranty or guarantee claims. The CGEWHO shall not be responsible for warranty or guarantee for any products/equipment/services provided in the Apartment and/or Project by any third party.

12.3 The Allottee also agrees that for several products, equipment, machines, etc., provided in the Project including but not limited to DG sets, lifts, etc., require proper preventive periodic maintenance. The CGEWHO shall also not be liable in case there is any default in the proper maintenance of these products, equipment, machines, etc. after handing over the said to the AOA of the Project.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the dwelling unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the

[dwelling unit], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the dwelling unit and keep the [dwelling unit], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and 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.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the dwelling unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the internal/outer of load bearing wall of the dwelling unit.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the **CGEWHO** and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. That, subject to prevailing statutory provisions, a single point electricity connection may be taken for the Project from the competent authority and electricity will be distributed through separate meters to the Dwelling Unit through prepaid systems or direct 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 mentioned in Schedules to this Agreement.

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

16.4 The Allottee(s) hereby confirm, agree, and acknowledge that, if booking of the said Dwelling Unit is done through any Real Estate Agent or Broker, then in that event CGEWHO shall not be held liable or responsible for any misrepresentation, misleading or false information or commitment provided by such Agent/Broker. The Allottee(s) further agrees and confirms that CGEWHO shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with the Allottee(s).

16.5 In case of Residential Unit, the Allottee(s) shall not use the Premises for any purpose other than residence and shall not use the dwelling unit for guest house or any commercial activities or any other activity not allowed under residential use by the competent authority. The Allottee(s) shall also not use the Car Parking(s) allotted to him/her/them for any other purpose other than for parking cars or two wheelers.

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

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

During the pendency of this Agreement to Sell and before the execution of the conveyance deed, if the Allottee(s) give a written request for the transfer of the dwelling unit to any third party in the CGEWHO's favor, the request will not be entertained except in the case of death. In such cases, the transfer will be allowed in favor of legal heirs.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

19. ADDITIONAL CONSTRUCTIONS

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

20. CGEWHO SHALL NOT MORTGAGE OR CREATE A CHARGE

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

21. LOAN AGAINST UNIT

21.1 The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee(s) in connection with the payments to be made pursuant to this Agreement and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the CGEWHO), the Allottee(s) shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other amounts payable thereunder.

21.2 The Parties further agree that the CGEWHO shall not in any way be liable or responsible for the repayment of the Loan taken by the Allottee(s). All costs in connection with the procurement of the Loan and creation of a mortgage over the 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 thereof, it is clarified that until all the amounts payable hereunder have not been paid by the Allottee(s), the CGEWHO shall have a lien on the Unit to which the Allottee(s) has no objection and hereby waives his right to raise any objection in that regard.

21.3 The 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 permission of the CGEWHO and/or the relevant banks/financial institutions which have advanced the Loan. The CGEWHO shall not be liable for any of the acts of omission or commission of the Allottee(s) which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee(s) to inform the Ultimate Organization about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

- 21.4 The Allottee(s) indemnifies and hereby agrees to keep indemnifying the CGEWHO and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the CGEWHO and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Allottee(s) of the terms and conditions.

22. ANDHRA PRADESH APARTMENT (PROMOTION OF CONSTRUCTION AND OWNERSHIP) ACT, 1987

The **CGEWHO** has assured the Allottees that the project in its entirety is in accordance with the provisions of the Andhra Pradesh Apartment (Promotion of Construction and Ownership) Act, 1987. The **CGEWHO** showing compliance of various laws/regulations as applicable in Andhra Pradesh.

23. BINDING EFFECT

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

24. ENTIRE AGREEMENT

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

25. RIGHT TO AMEND

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

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

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

27. WAIVER NOT A LIMITATION TO ENFORCE

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

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

28. SEVERABILITY

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

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

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

30. FURTHER ASSURANCES

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

31. PLACE OF EXECUTION

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

32. NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ **CGEWHO** name

_____ (**CGEWHO** Address)

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

33. CO-ALLOTTEES / JOINT ALLOTTEES

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

34. GOVERNING LAW

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

35. DISPUTE RESOLUTION

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

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

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

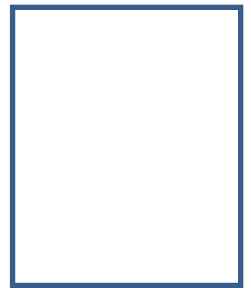
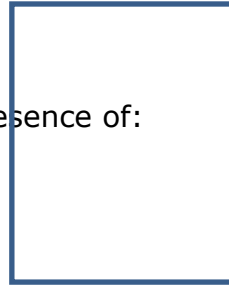
SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:



SIGNED AND DELIVERED BY THE WITHIN NAMED

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



WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

- SCHEDULE "A"** - Please insert description of the [Apartment/Plot] and the garage/parking (if applicable) along with boundaries in all four directions
- SCHEDULE "B"** - Floor plan of the apartment
- SCHEDULE "C"** - Payment plan by the Allottee