

**TERMS AND CONDITIONS
FOR ALLOTMENT OF RESIDENTIAL PLOTS
IN SECTOR- 2**

IMPORTANT DATES

Scheme opens on 17.2.2009

Scheme closes on 16-3-2009

Allotment on draw basis

Draw of lots is expected in the month of
June 2009

**RMS & CONDITIONS FOR ALLOTMENT OF RESIDENTIAL PLOTS UNDER RESIDENTIAL PLOT SCHEME IN
SECTOR-2**

SCHEME DETAILS

Scheme Name/ Code: RPS01/09

Scheme Detail

Sl. No.	Sector Name	Size of Plot (in Sqm.)	Total Number of Plots (Approx)	Unreserved	Reserved for Farmer Category	Registration Amount (in Rs.)
1.	02	162	1200	990	210	1,70,100/-
2.	02	220	800	660	140	2,31,000/-

Numbers of plots can be increased or decreased at the time of allotment.

The Tentative rate of Allotment will be Rs 10,500/- per sqm. Location charges as given in Clause A-7.2 shall be payable as part of the premium of the plot.

PAYMENT PLAN

1.1 CASH DOWN PAYMENT PLAN (Payment Code A-4.1)

In this plan, successful applicant/ allottee are required to pay the total premium of the plot (after adjusting registration money already paid) within 60 days from the date of allotment. Once Cash down payment plan is opted, no change in payment plan will be permitted. 50 % plots shall be allotted to the applicant opting for Cash down payment plan. If number of applicants opting cash down plan are less than the plots reserved for cash down, balance plots would be included with plots earmarked for the applicants applying under Five Year Payment Plan with Interest. In case Numbers of cash Down Applicants are more than plots reserved for cash down, manual draw will be held for allotment among the applicants applied under the cash down plan.

1.2 FIVE YEAR PAYMENT PLAN WITH INTEREST (Payment Code A-4.2)

In this plan, 30% of the total premium of the plot (after adjusting registration money already paid) shall be payable within 45 days from the date of allotment as allotment money. Balance 70% shall be payable in Ten equal half-yearly instalments calculated from the 46th day from the date of allotment with interest @12 p.a.

NOTE:

For the purpose of this document the date of issue of allotment letter shall be reckoned as the date of allotment.

For the purpose of this document the date of execution of lease deed shall be reckoned as the date of taking over of possession.

In case payment plan is not mentioned in the application form the Authority will treat the application form in the payment plan "A-4.2" i.e. Five Years installment Plan.

5 REGISTRATION

i) General Category (Category-I)

Applicants as per their eligibility should apply in the application form attached herewith along with Demand Draft /Pay Order drawn in favour of "**Greater Noida Industrial Development Authority**" payable at **New Delhi/Noida/Greater Noida**. The applications complete in all respect can be deposited in any of the Bank branches listed below in Clause 'C'. The acknowledgement receipt of the application form shall be given by the respective Banks.

(b) Reserved Category (Category-II)

This category would include Farmers whose land has been acquired or directly purchased by the Authority and possession taken on or after 01.04.2002. For this Category, the forms shall be available and deposited at the Bank Branches listed below in Clause C-1.

A-6 MODE OF PAYMENT

A-6.1 All payments to the Authority can be made in the form of Demand Draft/Pay Order drawn in favour of "**Greater Noida Industrial Development Authority**" payable at **New Delhi/Noida/Greater Noida**. The payments shall be accepted directly at the Bank branches authorised in allotment letter.

A-6.2 Normally, no extension in payments shall be allowed. If the amount payable to the Authority is not paid within the prescribed time limit, extension of time for such default period under very exceptional circumstances may be allowed upto a maximum of 3 months subject to the condition that during the entire payment plan such extensions shall not be more than three times. In the event of extensions, interest @ 15% per annum compoundable quarterly shall be payable on the defaulted amount for the defaulted period.

A-6.3 The payment made by allottee/lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the instalment due and the lease rent payable.

A-7 AREA

A-7.1 The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation. If such variation is less than or equal to 10%, no change in location or surrender shall be allowed. However, if such variation is more than 10%, the allottee shall have the option of surrendering the allotment and take back entire money deposited by him/her with 4% simple interest.

A-7.2 Location Charges:-

- a) For Corner plots:- 5% of the premium
- b) For plots facing park /green belt :- 5% of the premium
- c) For plots facing 24 m. wide road :- 5% of the premium

A-8 The draw for the allotment of plots in the scheme is likely to be done in the month of June 2009 for which a separate public notice would be published in the newspapers.

SECTION – II

Eligibility

B-1 GENERAL CATEGORY (Category-I)

- (i) The applicant should be an Indian citizen and competent to contract and have attained the age of majority.
- (ii) He/she should not own any residential plot or house, in full or in part, on lease hold or free hold basis or under HPTA (Hire Purchase Tenancy Agreement), License Agreement in Greater Noida Industrial Development Area either in his/her name or his/her spouse name or in the name of his/her minor or dependent children.
- (iii) **Eligible applicant, his/her spouse or his/her dependant children can apply one plot only.**
- (iv) Only one plot will be allotted to one applicant in his/her name or in the name of his/her spouse or dependent children. In case more than one plot is allotted to the applicant (including spouse) or his/her dependent children it

shall be the responsibility of the applicant to bring it to the notice of the Authority within a month from the date of issue of allotment letter and get it surrendered. Otherwise, the Authority shall be forced to take action as per Clause G of the brochure.

2. RESERVED CATEGORY- (Category-II)

Farmers whose land has been acquired or directly purchased by the Greater Noida Industrial Development Authority

210 plots of 162 Sqm. & 140 plots of 220 Sqm. are reserved for the farmers whose land has been acquired/purchased and unhindered/without encroachment possession has been taken by GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY on or after 1.4.2002. Out of those, 18% (i.e. 38 & 25 respectively) plots will be reserved for SC/ST Category of Farmers whose land has been acquired.

-2.1. The detailed eligibility conditions and the procedure for allotment under this category are enumerated as below:-

1. Only those farmers are eligible to apply under this scheme, whose land has been acquired/purchased and unhindered/without encroachment possession has been taken by GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY on or after 1.4.2002. (Undertaking-I on Stamp Paper of Rs. 10/- is to be given by the applicant farmer as per performa given in the Application Form).
2. In case a land owner has already been allotted residential plot or built up house in his/ her name or his/her spouse/dependent children, in any of the residential schemes of the Authority, he/ she shall not be eligible to apply under this scheme.
- 1.3. In case there are more than one joint-khatedar, in such case, all joint khatedar can apply under this scheme. Draw between all such eligible joint khaedar shall be made and one successful applicant, out of all joint-khatedars, shall be selected before final draw of lots.
- 1.4. Only those farmers who have been given 15% rehabilitation bonus are eligible to apply in this reservation category.
- 1.5. Under this category, successful applicant/allottee can not transfer the allotted plot up to five years from the date of allotment.
- 1.6. No encroachment should have been done by the applicant on land acquired/purchased by Greater Noida irrespective of acquired land against which the application for allotment is being made in this Scheme. A declaration to this effect shall have to be given on Stamp Paper of Rs. 10/- by the applicant farmer as per performa given in the application form (Undertaking-II).
- 1.7. The applicant/allottee has received entire compensation of the land acquired. The applicant has to submit Form-11 issued by the Competent Authority with the application.
- 1.8. On verification of Undertaking I/II or at stage, if it is found that on the acquired/purchased land, there are encroachment or not received the full compensation, the allotment shall be cancelled.

B-3. PROCEDURE OF ALLOTMENT

Allotment would be made by the draw of lots within each eligible category. The draw of lots for allotment of specific plot numbers to the allottees shall also be done along with the draw for allotment.

C. HOW TO APPLY

The application form can be purchased on payment of application-cum-processing fee of Rs. 1100/- from any of the Bank branches listed below. For getting application form by post, Demand Draft of Rs. 1150/- should be sent to the Sr. Manager, Bank of Baroda, Gamma Shopping Complex, Sector-Gamma, Greater Noida City, Greater Noida, Pin Code-201308. In such case, please add Rs. 50/- along with the registration amount towards postal charges. The form can also be downloaded from www.greaternoidaauthority.in. In such case, please submit Demand Draft of Rs. 1100/- along with the registration amount towards the cost of brochure.

The application form duly completed and signed along with the required registration money should be submitted to any of the listed Bank branches between 17.02.2009 to 16.03.2009 for all Categories.

For General Applicant		
SR. NO	BANK CODE	NAME OF BANK & ADDRESS
01-	01	Allahabad Bank, Sec. 10, Noida
02-	02	Axis Bank, Sector-16, Noida.
03-	03	ABN Amro Bank, Sector – 18, Noida
04-	04	Bank of Baroda, Sector-Gamma-II Gr. Noida & Sec. 18, Noida.
05-	05	Bank of Maharastra, Sec. Alpha-I, Gr. Noida.
06-	06	Canara bank Gamma Shopping Mall, Gr.Noida.
07-	07	H.D.F.C Bank Sec-Alpha Comm.Belt, Gr.Noida., Sector-18.
08-	08	H.D.F.C. Bank, Darbar Lal Sharma Marg, New Vidhan Sabha, Lucknow.
09-	09	Indian bank, S-7, Gamma Shopping Mall, Gr. Noida.
10-	10	Indian Bank , G-41, Connaught Place, New Delhi.
11-	11	Oriental Bank of Commerce , Sector-20, Noida.& Rajnagar, Ghaziabad.
12-	12	Oriental Bank of Commerce, The Mall, Kanpur.
13-	13	State Bank of India, K.P.-I, Near Kailash Hospital, Gr. Noida.
14-	14	State Bank of Bikaner & Jaipur, Sec. 18, Noida.
15-	15	Union Bank of India, C-56,A/28 Sec.62, Noida
16-	16	Vijaya Bank, Sector-19, Noida.
17-	17	Bank of India, Beta-II, Greater Noida.
18-	18	Corporation Bank, S-6, Gamma-I, Jagat Farm, Greater Noida.
19-	19	Andhra Bank Sector- 19, Noida
C-1 For reserved Farmers Category		
SR. NO	BANK CODE	NAME OF BANK & ADDRESS
01.	20	Vijaya Bank, Jagat Farm, Gamma - 1, Greater Noida.

SECTION – III

D AS IS WHERE IS BASIS

The plot will be accepted by the purchaser on "as is where is basis" on lease for a period of 90 years unconditionally.

E UNSUCCESSFUL APPLICANTS

Those applicants who have not been allotted plots will be returned their registration money without interest, if the period of deposit of such money with the Authority is less than one year. However, if the period of deposit is more

than one year, 4% simple interest, shall be paid for the entire period of deposit.

SURRENDER

In case of surrender before allotment, the entire Registration Money deposited shall be refunded without interest.

In case of surrender after the allotment but within 30 days from the date of allotment, 10% of the Registration Money shall be forfeited and balance amount deposited shall be refunded without interest.

In case of surrender after 30 days of allotment but before 60 days (for application Payment Plan A-4.1) and within 45 days of allotment (under Payment Plan A-4.2), 50% of the registration money will be forfeited and balance amount shall be refunded without any interest. No separate notice shall be given for the same.

In case the allotment is sought to be surrendered after 60 days (under Payment Plan A-4.1) and after 45 days (under Payment Plan A-4.2) but before 6 months from the date of allotment, **10% of the total premium** of plot shall be forfeited. Balance amount, if any, shall be refunded without any interest. No separate notice shall be given for the same.

After six months, surrender shall not be allowed and all deposited money shall be forfeited.

In case the allottee fails to deposit the due amount within the stipulated time, allotment will be liable for cancellation and in case of such cancellation, the money so deposited till the date of cancellation will be forfeited.

NOTE: The date of surrender in the above cases shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal certificate will be entertained.

CANCELLATION

In addition to the other specific clauses relating to cancellation, the Authority/Lessor as the case may be, shall be free to exercise its rights of cancellation of allotment/lease in the case of:

Allotment being obtained through misrepresentation/suppression of material facts.

Any violation of directions issued, or rules or regulations framed by the Authority or by any other statutory body.

Default on the part of the applicant/allottee/lessee for breach/violation of terms and conditions of registration/allotment/lease and/or non deposit of allotment amount.

In the event of cancellation, under sub-clause (1,2,3) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Authority/Lessor with structure thereon, if any, and the allottee/lessee will have no right to claim any compensation thereof.

SECTION - IV

PERIOD OF LEASE AND LEASE RENT

The allotment of plot will be given to the allottee on a lease of 90 years and lease rent shall be payable in lumpsum at the rate of 10% of the total cost of the plot before execution of lease deed and possession.

EXECUTION OF LEASE DEED AND POSSESSION

The allottee will be required to enter into legal documentation and take possession of the plot within two years from the date of allotment. In the event of failure to do so, allottee shall be liable to pay administrative charges at the rate of 1% of the total premium for the extension of one year from the due date given for the execution of legal documents. If the allottee fails, to execute legal documents within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

DOCUMENTATION CHARGES

The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other

incidental expenses will be borne by the allottee who will also pay the stamp duty of transfer of immovable property levied or any other duty or charge that may be levied by any authority empowered in this behalf.

K MORTGAGE

The allottee/lessee may, with the previous consent of the lessor, mortgage the land **after execution of lease deed** to any scheduled bank / financial institution for raising loan subject to such terms and conditions as may be decided by the lessor at the time of granting the permission, provided that in the event of sale or fore closure of the mortgaged or charged property the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said land as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned,

Provided further that lessor shall have pre-emptive right to purchase the mortgage or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid.

The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.

L CONSTRUCTION

1. The allottee/lessee have to obtain completion certificate from the Authority within five years from the date of allotment or within 3 years from the due date of execution of lease deed whichever is later. In the event of failure to do so, allottee shall be liable to pay administrative charges as per prevailing norms, at that time, for the extension, from the due date given for the execution of legal documents. If the allottee fails to obtain completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

Note:

1. The above extension charges are levied as per the prevailing policy of Greater Noida. Any changes in the above shall be binding on the allottee /lessee and no request regarding non communication of these changes shall be entertained.
2. The lessee/allottee shall construct residential building in accordance with the relevant Building Regulations or any general or specific directions that may be issued by the Authority and only after getting the proper sanction of the building plan by the lessor.
3. In case of any violation of any regulation/direction, the defect, if not compoundable could be got rectified by the Authority and the expenses incurred in carrying out such work will be recovered from the allottee/lessee.

SECTION – V

M TRANSFER OF PLOT

M-1 LEGAL HEIR

The transfer of plot to his / her legal heir will be allowed with prior permission of the Chief Executive Officer/or any officer authorised by CEO in this regard, subject to the fulfillment of prescribed conditions.

M-2 OTHER THAN LEGAL HEIRS

The transfer of plot to other than legal heirs will be allowed, after execution of lease deed, with prior permission of the Chief Executive Officer or any officer authorised by CEO in this regard. Such transfer of plot may be considered on payment of prescribed transfer charges and fulfillment of the legal conditions as decided by the Chief Executive Officer, who shall have the power to reject or accept such request.

MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee/lessee shall not use the land/flat for any purpose other than residential. The lessee/allottee shall not be entitled to divide the plot or amalgamate it with any other plot/flat without the prior written permission of Chief Executive Officer or any officer authorised by the CEO in this regard. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premise alongwith structures thereon, if any, shall be resumed by the Authority.

LIABILITY TO PAY TAXES

The allottee/lessee will be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot and by any other statutory body, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s)/flat or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO on the amount of such compensation will be final and binding on the Allottee/lessee.

MAINTENANCE

The allottee at his own expense will take permission for sewerage, electricity, and water connections from the concerned departments of the Authority or from the competent authority in this regard.

That the Lessee will keep the demised premises and buildings

at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the lessor.

the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.

That the lessee shall abide by all regulations, bye-laws directions and guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act, 1976 and rules made therein.

In case of non-compliance of these terms & conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and/or expedient.

If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor. Such work will be carried out by the Authority and the expenses incurred in carrying out such works will be borne by the allottee/s, collectively or in parts. The decision of the Authority will be final as regards to the expenses incurred in the maintenance work.

That the lessee shall not display or exhibit any posters, statues, other articles which are indecent or immoral.

The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.

SECTION – VI

R OTHER CLAUSES

- R-1 The Chief Executive Officer or any officer authorised by the CEO in this regard reserves the right to make such additions/alterations or modifications in the terms and conditions of allotment from time to time as he may consider just or/and expedient.
- R-2 In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer or any officer authorised by the CEO in this regard shall be final and binding on the applicant/allottee/lessee.
- R-3 If due to any "Force majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of the allotted plot, entire registration money or the deposit, depending on the stage of allotment will be refunded alongwith simple interest at the rate of 4% per annum if delay in refund is more than one year from such date.
- R-4 Any dispute between the Authority/Lessor and allottee/lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over Greater Noida or the Courts designated by the Hon'ble High Court.
- R-5 The registration/allotment/lessee will be governed by the provisions of the U.P. Industrial Area Development Act, 1976(U.P.Act No.6 of 1976) and by the rules and/or regulations made or directions issued under this Act.
- R-6 The plot can also be owned jointly by husband/wife.
- R-7 All arrears due to the lessors are recoverable as arrears of land revenue.

For clarifications contact:

Manager (Property)

Ph.: 0120- 2326150-152