

O 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.

P MORTGAGE

- P-1. The allottee/lessee may, with the previous consent of the lessor, mortgage the Independent House/Multi Storeyed flat 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 authority/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 lesser 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.

- P-2. The lessee/allottee shall not be allowed to change the specifications made in the Independent House/Multi Storeyed flat.

- P-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.

Q TRANSFER OF MULTI STOREYED FLAT

Q-1 LEGAL HEIR

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

Q-2 OTHER THAN LEGAL HEIRS

The transfer of Multi Storeyed flat to other than legal heirs will be allowed, after execution of lease deed, with prior permission of the Chief Executive Officer or any officer authorized by CEO in this regard. Such transfer of Independent House/Multi Storeyed flat 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.

R MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee/lessee shall not use the Multi Storeyed flat for any purpose other than residential. The lessee/allottee shall not be entitled to divide the Multi Storeyed flat or amalgamate it with any other flat/flat without the prior written permission of Chief Executive Officer or any officer authorized 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 along with structures thereon, if any, shall be resumed by the Authority.

S. 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 Multi Storeyed flat and by any other statutory body, whether such charges are imposed on the Multi Storeyed flat or on the building constructed thereon, from time to time.

T. OVERRIDING POWER OVER DORMANT PROPERTIES

The lesser reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the Multi Storeyed flat 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 flat(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.

U. MAINTENANCE

- U-1. That the Lessee will keep the demised premises and buildings

- i) At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the lessor.
ii) 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.

- U-2. 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.

- U-3. 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.

- U-4. That the lessee shall not display or exhibit any posters, statues, other articles which are indecent or immoral.

- U-5. 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.

- U-6. For proper maintenance and security, allottees of the block/sector shall have to constitute RWA/NMC.

OTHER CLAUSES

- V-1 The Chief Executive Officer or any officer authorized 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.
- V-2 In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer or any officer authorized by the CEO in this regard shall be final and binding on the applicant/allottee /lessee.
- V-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 Multi Storeyed flat, entire registration money or the deposit, depending on the stage of allotment will be refunded along with simple interest at the rate of 4% per annum.
- V-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.
- V-5 The allotment/lease 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.
- V-6 The Multi Storeyed flat can also be owned jointly by husband/wife.
- V-7 All arrears due to the lessors are recoverable as arrears of land revenue.

For clarifications contact:

Manager

(Property – Builtup Housing Schemes)

Ph.: 0120- 2326150-152, Fax No.- 0120- 2326334

Undertaking - I

I Son of/daughter
of/wife of am a permanent
employee of and
have been working with the organization since Following proof are herewith enclosed to
proof my appointment as an employee i.e. copy of appointment letter, current ID proof issued by organization/establishment &
ESIC certificate from the current organization.

Declaration in the form of affidavit duly notarized on Rs. 10/- non-judicial stamp paper

Please see 'Undertaking II & III' on page 10.
'अडरटेकिंग- II एवं III' पेज 10 पर उपलब्ध है