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**AFFORDABLE 2BHK, 3BHK HOMES
& 1BHK FURNISHED APARTMENTS**
WITH MOST MODERN AMENITIES



13
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GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

TERMS AND CONDITIONS FOR ALLOTMENT OF MULTI STOREYED FLATS

**IN SECTOR
Omicron-01, Omicron-1A, Sector-12**

**IN
GREATER NOIDA**

IMPORTANT DATES FOR BHS - 17

Scheme opens on 02.10.2013

Scheme closes on 11.11.2013

Allotment on draw basis

Draw of lots is expected on 15.01.2014



A. SCHEME DETAILS

Scheme Name: Built up Houses- Lohiya Enclave

Scheme Code: BHS-17/2013

A-1

SL. No.	Property Code	Type of Flats	Name of Sector	Unit Area in Sqm	Maximum No. of Floors	No. of Multi Storeyed Flats (Tentative)	Tentative Cost of Built-up House (Rs. in Lacs)	Registration Money (Rs. in Lacs)
1	01	1BHK (Furnished)	Sector-12	54.29	S+15	285	23.50	2.35
2	02	2 BHK	Omicron-1/1A	58.18	S+15	1404	25.72	2.57
3	03	2 BHK DELUXE	Omicron-1/1A	83.38	S+20/15	1204	38.93	3.89
4	04	3 BHK	Sector-12	132.95	S+12	96	69.50	6.95
					Total	2989		

A2. OTHER CHARGES/ FACILITIES TO BE PROVIDED

- In exigency partial changes can be done in designs of the flats and its lay-out.
- Allottees of the flats of first floor, second floor & third floor will have to pay additional 5% respectively of the sale amount as location charges.
- Besides the above estimated/calculated amount it is mandatory to every allottee to get space, stilt/open/covered space reserved for car parking. For covered parking Rs. 1.50 lakhs and for open Rs. 1.00 lakh additional amount is to be paid. Parking spaces will be allotted amongst the allottees through draw of lots.
- It is proposed to maintain the complex for 02 years from the date of possession of the first flat by the Authority, after that, as per rules the complex will be maintained by forming the Resident Welfare Society. It is mandatory for every allottee to become member of the Welfare Society.
- For 02 years maintenance from the date of physical possession of the first flat the allottees have to deposit a lump sum fixed amount in "corpus fund". This amount is Rs. 100000.00 for 1 BHK; Rs. 125000.00 for 2 BHK; Rs. 150000.00 for 2 BHK Deluxe; Rs. 250000.00 for 3 BHK. The corpus fund will be deposited in the Greater Noida Authority within 60 days from the due date of lease deed.
- From the date of handing over possession to the first person, @ Rs. 1.50/square feet per month, super plinth area will be charged from every flat-allottee for regular maintenance and general services such as lift, generator, campus light electric bill and sweeping etc. Authority or the Society will have right to increase or decrease this amount.
- After 02 years from the date of handing over possession to the first person of the Scheme general maintenance work and the balance amount of the above Corpus Fund will be handed over to the Resident Welfare Society by the Authority, after that the expenses to be incurred on general maintenance will be borne by the Society by its own sources fixing with the consent of the allottees.
- In future, if any tax VAT, Service Tax, G.S.T., TDS etc. are levied by the State Government or by the Government of India that will be borne by the allottee themselves.
- Transformers of adequate capacity for each tower of the multi-storied flats are installed and power backup for general facilities such as lift, water supply and campus lights etc. are also arranged.
- In the scheme provisions for boundary wall, guardroom, community center, shop and school are made.
- In the flats fire safety and in the complex provision for rainwater harvesting is made.
- Number of Multi Storeyed flats may increase or decrease at the time of draw.

B. Prescribed Reserve Category

Sl. No.	Reserved Category	Percentage of Reservation
1	Functional Industrial Units allotted by GNIDA	17.5 %
2	Farmers whose land has been acquired for the planned development of GNIDA	17.5 %
3	Functional Commercial and Institutional Units allotted by GNIDA	10 %
4	Regular Employees of GNIDA	5 %
	Total	50%

Note:

1. Out of the Multi Storeyed flats reserved for Industrial, Commercial and Institutional functional units/establishments, farmers whose land has been acquired and GNIDA employees, 18% Multi Storeyed flats will be reserved for SC/ST applicants.
2. Keeping in view the provision under section 43 of THE PERSONS WITH DISABILITIES ACT, 1995 a total 3% horizontal reservation shall be kept in other reserved categories as defined above and in unreserved (general) categories as well.
3. Handicapped/SC/ST applicants of the aforesaid categories shall have to enclose an attested copy of the certificate issued by the Competent Authority otherwise he/she shall not be given the benefit of reservation.
4. If the applications received are less than the Multi Storeyed flats reserved under any reserved category, the remaining Multi Storeyed flats will be transferred to General Category at the time of draw of lots.

ELIGIBILITY

B-1 GENERAL CATEGORY

1. The applicant should be an Indian citizen and competent to contract and have attained the age of majority.
2. He/she should not earlier been allotted any residential plot or flat or house, in full or in part, on lease hold or free hold basis or under HPTA (Hire Purchase Tenancy Agreement), License Agreement by the Greater Noida Industrial Development Authority either in his/her name or his/her spouse name or in the name of his/her minor or dependent children, under this category.
3. Eligible applicant, his/her spouse or his/her dependant children can apply for one Multi Storeyed flat only.

B-2 Eligibility for prescribed reserved Category Applicants

1. The applicant should be competent to contract and have attained the age of majority.
2. Only such applicants/Industrial units/commercial/institutional establishments or their managing Director/whole time Director(s)/Proprietor/Partner(s)/Trustee(s) and Tenure-holders/Co-tenure Holders at the land acquired by Greater Noida Authority shall be eligible, provided they have not been allotted any residential plot/flat in the earlier schemes of the Authority.

B-3 Special Eligibility Conditions Applicable to Specific Categories:

INDUSTRIAL UNIT AND THEIR EMPLOYEES:

1. Bonafide Industrial units fulfilling the following conditions will be eligible:
 - The Industrial Plot has been allotted/transferred by Greater Noida Industrial Development Authority on or before 10-09-2013 and unit has been declared functional on or before closing date of this scheme. Applicant has to enclose functional certificate issued by the Authority with the application form and their permanent employees who is working from last three years and will have to submit an affidavit as per attached format of **Undertaking I**
2. In case application is being made by Proprietor/Partner/Managing Director/whole time Director of the industrial unit, the following conditions should be fulfilled:-
 - Applicant should be the Managing Director/whole time Director/ Partner/ Proprietor of the bonafide industrial unit on 10-09-2013
 - Nominated Director(s) of the company shall not be eligible.
 - The applicant of Industrial category will have to fulfill all conditions as laid down at B-3.1 above.
 - The eligibility for allotment of residential flat shall be for one flat only either in the name of the unit or its bonafide Managing Director/whole-time Director/Partner/Sole Proprietor, irrespective of number of premises in possession of unit. In case one director has taken residential flat against his "X" unit and he is also director of "Y" unit, he shall not be eligible against unit "Y" and one of the remaining directors of "Y" unit shall be eligible under the scheme.
 - The applicant company shall submit its Resolution to the effect that the company is applying in its name or Sole owner/Partner/Managing Director/Full time Director and the same is authorized (name & designation) to apply and sign the application form.

B-4 ELIGIBLE BONAFIDE COMMERCIAL ESTABLISHMENT

1. The commercial establishment should have been allotted the commercial plot/shop/office space in its name on or before 10-09-2013 & has executed / registered legal documentation/lease deed and has been declared functional by GNIDA on or before closing date of the scheme. Applicant has to enclose a certified copy of the functional certificate issued by GNIDA.
2. The commercial establishment has cleared all dues of the Authority payable up to 10-09-2013 on account of premium, lease rent, interest etc. by the closing date of scheme. Applicant has to enclose No Dues Certificate issued by the Authority with the application form.
3. Bonafide functional sub-lessee of commercial establishment who has obtained the premises from the lessee of commercial plot on or before 10-09-2013 and has acquired sub-lease hold rights through the Authority by executing sub-lease deed and paid all payable dues up to 30-06-2013 of the Authority and made the commercial establishment functional on or before closing date of the scheme shall also be eligible. Applicant is required to enclose a certified copy of No Dues Certificate and functional certificate issued by the Authority.
4. In case application is being made by Proprietor/Partner/Managing Director/Whole-time Director of the commercial establishment, the name of such proprietor/Partner/Director should have been taken on record in the Commercial Department of GNIDA on or before closing date of scheme.
5. Such commercial establishment/their Proprietor/Partner/Managing Director shall not be eligible where the commercial



establishment has been obtained through transfer and past owner had already obtained a residential flat/plot.

6. The eligibility for allotment of residential flat shall be for one flat only either in the name of establishment or its Bonafide Director/Partner/Sole proprietor irrespective of number of premises in the possession of establishment.
7. The applicant company shall submit its Resolution to the effect that the company is applying in its name or Sole owner/Partner/Managing Director/Full time Director and the same is authorized (name & designation) to apply and sign the application form.

B-5 ELIGIBLE BONAFIDE INSTITUTION

Bonafide institution fulfilling the under mentioned conditions on or before closing date of the scheme will be eligible:

1. The institution should have been allotted the institutional plot/premises in its name on or before 10-09-2013 & has taken Physical possession of institutional plot/premises after legal documentation and has been declared functional from GNIDA on or before closing date of the scheme. The applicant has to enclose a certified copy of the functional certificate with the application form.
2. The institutional establishment has cleared all payable dues of the Authority up to 30-06-2013 on account of premium, lease rent, interest etc. by the closing date of scheme. Applicant has to enclose No Dues Certificate issued by the Authority with the application form.
3. In case application is being made by Managing Director/Whole-time Director/Trustees/Executive member, their names should have been taken on record by the institutional Department of Greater Noida Authority on or before closing of scheme.
4. In case applicant is made by the Educational Institution, the names of their Directors / Trustees / Chairman / Vice-Chairman / Executive Members should have been taken on record of the Authority on or before closing date of the scheme. One application can be made by one institution.
5. Such institutional establishment / their Director / Trustee / Executive Member shall not be eligible where the institutional Establishment has been obtained through transfer and past owner had already obtained a residential plot/flat.
6. The eligibility for allotment of residential flat shall be for one flat only either in the name of institution or its Bonafide Managing Director/Whole-time Director/Trustee/Executive Member, irrespective of number of premises in possession of the institution.
7. Charitable/Religion institution and its members/trustees are not eligible for allotment of residential flat.
8. The applicant company shall submit its Resolution to the effect that the company is applying in its name or Sole owner/Partner/Managing Director/Full time Director and the same is authorized (name & designation) to apply and sign the application form.

B-6 ELIGIBLE FARMERS WHOSE LAND HAS BEEN ACQUIRED/ PURCHASED BY GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

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 01-04-2002 (**Undertaking-II** on Stamp Paper of Rs.10/- is to be given by the applicant farmer as per Performa given in the Brochure).
2. In case a land owner has already been allotted residential flat/plot 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.
3. In case there is more than one joint-khatedar, all joint khatedar can apply under this scheme. Draw between all such eligible joint khaedar of a khata shall be made and one successful applicant, out of all joint-khatedars, shall be selected and will be included in the final draw of lots.
4. Only those farmers who have been given 15% rehabilitation bonus are eligible to apply in this reservation category.
5. Under this category, successful applicant/allottee can not transfer the allotted Multi Storeyed flat up to five years from the date of allotment.
6. No encroachment should have been done by the applicant on land acquired/purchased by Greater Noida irrespective of acquired land or any other 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 Rs10/- by the applicant farmer as per Performa given in the Brochure (**Undertaking-III**).
7. The applicant/allottee has received entire compensation of the land acquired without any contest/protest on the basis of karar/consensus. The applicant has to submit Form-11 issued by the Competent Authority with the application.
8. If, on verification or at any stage it is found that there is a violation of any of the above mentioned conditions then the application will be rejected and registration money will be refunded without any interest.

B-7 ELIGIBLE GREATER NOIDA AUTHORITY EMPLOYEES:

1. Eligible Greater Noida employee for registration under this scheme would mean Regular Employees of Greater Noida Industrial Development Authority on or before closing date of the scheme and still working in Greater Noida Industrial Development Authority, who have earlier not been allotted a residential plot or flat under any scheme, under this category. A certificate from Personal Department of the Authority should be enclosed along with application form stating that he is regular employee of the Authority. Employees on deputation to Greater Noida are not eligible for allotment under the scheme.

2. In this category, if Multi Storeyed flat is allotted to the occupier of staff-quarter, he/she shall have to vacate it after taking possession of the Multi Storeyed flat. In case of delay, market rent/penalty would be charged as fixed by the CEO.
3. Under this category, Allottee cannot sell the Multi Storeyed flat within 10 years from the date of allotment.
4. The eligible categories according to their Grade Pay as mentioned below:

Sl.no.	Grade Pay	Eligible Category (Area)
1.	Grade pay upto Rs.1800/-	Upto 120.00 sq. mts. flat
2.	Grade pay from Rs. 1900 -4200/-	Upto 200.00 sq. mts. flat
3.	Grade pay from Rs. 4600 -6600/-	Upto 350 sq. mts. flat
4.	Grade pay above Rs.7600/-	Any size of the flat.

In case any employee wants to apply for higher size of Multi Storeyed flat category other than he/she is eligible, he/she will have to obtain specific written approval from Competent Authority before closing date of the scheme.

C PROCEDURE OF ALLOTMENT

Allotment would be made by the draw of lots within each eligible category. The draw of Multi Storeyed flat shall be first done for the allottees opting cash down payment plan and draw of remaining Multi Storeyed flat if any shall be done for installment plan. The draw of lots for allotment of specific Multi Storeyed flat numbers to the allottees shall also be done along with the draw for allotment. If the applications received are less than the Multi Storeyed flats reserved under any reserved category, the remaining Multi Storeyed flats will be transferred to General Category Applicants at the time of draw of lots.

D 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.

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 on or before closing date of the scheme. Applicants as per their eligibility should apply in the application form attached herewith along with Demand Draft /Pay Order on account of Registration Money, drawn in favour of "Greater Noida Industrial Development Authority" payable at New Delhi/Noida/Greater Noida. The applications completed in all respect can be deposited in any of the Bank branches listed below.

The acknowledgement receipt of the application form shall be given by the respective Banks.

D-1 For General Category- Institutional, Industrial and Commercial Categories prescribed banks :

Sl.No	Bank Code	Name of the Bank & Address
1	01	Axis Bank, Sector-16, Noida
2	02	Axis Bank, D-1, Alpha Commercial Belt-1, Near Pari Chowk, Greater Noida
3	03	Bank of Baroda, Sector-Gamma-2, Greater Noida
4	04	Bank of Maharashtra, Sector-Alpha-1, Greater Noida
5	05	Canara Bank, Gamma Shopping Mall, Greater Noida
6	06	HDFC Bank, Sector-Alpha-Commercial Belt, Greater Noida
7	07	HDFC Bank, G-28 & 29, Sector-18, Noida
8	08	HDFC Bank, Shop no. 11, Parliament Street, New Delhi-110001
9	09	Indian Bank, S-7, Gamma Shopping Mall, Greater Noida
10	10	Indian Bank, 03, Navyug Market, Ghaziabad
11	11	Indian Bank, AB-20, Safdurjung Enclave, New Delhi
12	12	Indian Bank, N-9, Sector-18, Noida
13	13	Sydicate Bank, S-09, Gamma Shopping Mall, Jagat Farm, Greater Noida
14	14	Punjab & Sind Bank, Alpha Commercial Belt, Greater Noida
15	15	United Bank of India, A-4, Sunrise Tower, Alpha Commercial Belt, Greater Noida



D-1 For General Category- Institutional, Industrial and Commercial Categories prescribed banks :

Sl.No	Bank Code	Name of the Bank & Address
16	16	Oriental Bank of Commerce, Sector-20, Noida
17	17	Oriental Bank of Commerce, Sector-27, Near Vinayak Hospital, Noida
18	18	Union Bank of India, C-56A-28, Sector-62, Noida
19	19	Vijaya Bank, Sector-18, Noida
20	20	ICICI Bank, Alpha Commercial Belt, Greater Noida
21	21	ICICI Bank, K-1, Senior Mall, Sector-18, Noida
22	22	ICICI Bank, 9-A, Phelps Building, Connaught Place, New Delhi
23	23	ICICI Bank, Shalimar Tower, 31/54, M.G. Marg, Hazratganj, Lucknow
24	24	ING Vysa Bank, Ansal Fortune Arcade, Sector -18, Noida
25	25	Kotak Mahindra Bank Ltd, Harsha Mall, Shop no.3,4, Alpha Commercial Belt, Greater Noida
26	26	Punjab National Bank, Rana Pratap Bagh, New Delhi-110007
27	27	IndusInd Bank, Dr. Gopaldas Bhawan, 28, Barakhamba Road, New Delhi-11001
28	28	IndusInd Bank, Sector-18, Noida
29	29	Allahabad Bank, Sector-31, Noida
30	30	Dena Bank, Near Kailash Hospital, Greater Noida
31	31	Andhra Bank, A-3, Alpha Commercial Belt, Greater Noida
32	32	State Bank of India, Lagerstromia Shopping Centre

D-2 For Reserved Farmers Category

SL. NO	BANK CODE	NAME OF BANK & ADDRESS
1	01	Vijaya Bank, Jagat Farm, Gamma - 1, Greater Noida.

E PAYMENT PLAN

E-1 CASH DOWN PAYMENT PLAN (Payment Code E-1)

In this plan, successful applicant/ allottee are required to pay the total premium of the Multi Storeyed flat (after adjusting registration money already paid) within 90 days from the date of allotment. Once Cash down payment plan is opted, no change in payment plan will be permitted.

The rebate of 2% on balance premium shall be given to the allottees opting cash down payment plan.

The draw of Multi Storeyed flats shall be first done for the allottees opting cash down scheme and draw of remaining Multi Storeyed flats, if any shall be done for installment plan.

E-2 FIVE YEAR PAYMENT PLAN WITH INTEREST (Payment Code E-2)

In this plan, 30% of the total premium of the Multi Storeyed flat (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 installments calculated from the 46th day from the date of allotment with interest @12% p.a. on reducing principal amount at the end of each half yearly

NOTE:

- For the purpose of documentation the date of issue of allotment letter shall be reckoned as the date of allotment.
 - For the purpose of documentation the date of execution of lease deed shall be reckoned as the date of taking over of possession.
- F MODE OF PAYMENT**
- 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 authorized in allotment letter.
 - 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 exceptional circumstances may be allowed up to a maximum of 3 months by CEO (GNIDA), 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.
 - 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 installment due and the lease rent payable.

G AREA

The area of Multi storeyed flat allotted may slightly vary at the time of handing over of the possession. The premium of the Multi Storeyed flats 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.

H AS IS WHERE IS BASIS

The Multi Storeyed flat will be accepted by the allottee on "**as is where is basis**" on lease for a period of 90 years unconditionally.

I UNSUCCESSFUL APPLICANTS

Those applicants who have not been allotted Multi Storeyed flats 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.

J SURRENDER

J-1 In case of surrender before draw of lots, the entire Registration Money deposited shall be refunded without interest.

J-2 In case of surrender after the allotment/draw of lots 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.

J-3 In case of surrender after 30 days of allotment but before 90 days (for Payment Plan E-1) and within 45 days of allotment (under Payment Plan E-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.

J-4 In case the allotment is sought to be surrendered after 90 days (under Payment Plan E-1) and after 45 days (under Payment Plan E-2) but before 6 months from the date of allotment, 10% of the total premium of Multi Storeyed flat shall be forfeited. Balance amount, if any, shall be refunded without any interest. No separate notice shall be given for the same.

J-5 In case of surrender after six months from the date of allotment, entire deposited money shall be forfeited.

J-6 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.

K 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:

K-1. Allotment being obtained through misrepresentation/suppression of material facts.

K-2. Any violation of directions issued, or rules or regulations framed by the Authority or by any other statutory body.

K-3. 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 Multi Storeyed flat 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.

L PERIOD OF LEASE AND LEASE RENT

The allotment of Multi Storeyed flat will be given to the allottee on a lease of 90 years and lease rent shall be payable in lump sum at the rate of 10% of the premium of the plot before execution of lease deed and possession. In case allottee wishes to pay annual lease rent, he can do so. In this case, he shall have to pay 1% of the premium of the plot, in advance, every year calculated from the date of execution of lease deed. Annual lease rent may be enhanced by 50% after every ten years.

M EXECUTION OF AGREEMENT TO LEASE

As per provision of Government Notification No. 3066/11-5-2009-500 (100)/2008 dated 12-6-2009 allottee has to execute an Agreement to Lease and get it registered with Sub Registrar, Gautam Budh Nagar, within six months from the date of allotment otherwise allottee shall have to pay stamp duty at circle rate at the time of execution/registration of Lease Deed. The copy of the Government Notification can be seen on the website of the Authority.

N EXECUTION OF LEASE DEED AND POSSESSION

The possession is likely to be offered to the allottees within a period of three years from the date of issue of allotment letter. The allottee will be required to enter into legal documentation (execution and registration of lease deed) and take possession of the Multi Storeyed flat within a period of 60 days from the date of offer of possession/intimation to do so. 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.



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.

V 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 ofand
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 सप्लब्ध है