



**Terms and Conditions for Allotment of
Multi-storey Flats/Four-Storey Flats
IN
GREATER NOIDA**

Scheme Code: BHS-17/LOF-03	
Open/Closing	The scheme shall remain open till all vacant multi-storey flats/four-storey flats are allotted



Greater Noida Industrial Development Authority
Plot No: 01, Knowledge Park IV, Greater Noida
Uttar Pradesh 201310

Data Sheet.....	3
A. Section I: Instructions to the Applicants.....	6
1. Definitions:	6
2. Eligibility:	6
3. How to apply.....	6
4. Language and currency	7
5. Applicant’s responsibility	7
6. Allotment process.....	8
7. Extension of time limit for deposit of Allotment money	8
8. Payment options & schedule.....	8
9. Mode of Payment	9
10. As is where basis.....	9
11. Unsuccessful Applicants	9
B. Section II: General terms and conditions.....	10
1. Execution of Lease Deed	10
2. Documentation charges	10
3. Period of lease:	10
4. Lease Rent	10
5. Location charges	10
6. Possession of the Flat.....	10
7. Variation in actual area of allotted Flat	11
8. Surrender of Allotment	11
9. Maintenance.....	11
10. Mortgage	12
11. Transfer of Flat.....	12
12. Mutation of Flat	13
13. Misuse, Additions, Alterations, etc.....	14
14. Liability to Pay Taxes	14
15. Overriding Power over Dormant Properties	14
16. Cancellation of Allotment	14
17. Restoration of Allotment.....	14
18. Other Clauses.....	15

Data Sheet

#	Head	Details
1	Date of issue of the Scheme Brochure	As mentioned in the portal
2	Date of closure of the scheme/last date of submission of Application Form	As mentioned in the portal
3	Date of closure of the scheme/last date of submission of application form	Open Ended - the scheme shall remain open-ended till all vacant multi-storey flats/four-storey flats are allotted
4	Scheme Details	As mentioned in the portal
5	Other Charges	<p>In case of multi-storey flats,</p> <ol style="list-style-type: none"> 1. In exigency partial changes can be done in designs of the flats and its lay-out. 2. Allottees of the flats of first floor to six floor will have to pay additional Rs. 100.00 per Sqft. respectively of the same amount as location charges. 3. It is proposed to maintain the complex for 1 year from the date of possession of the first flat, post which the complex will be maintained by forming the Resident Welfare Society. It is mandatory for every allottee to become member of Welfare Society. 4. For 1st year maintenance, the Allottee will have to deposit a lump sum fixed amount in "corpus fund". This amount is Rs. 1,00,000.00 for 1 BHK, Rs. 1,50,000.00 for 2 BHK Deluxe, Rs. 2,50,000.00 for 3 BHK. The corpus fund will be deposited to GNIDA within 60 days from the due date of lease deed 5. From the date of handing over of possession to the first Allottee, Rs.1.50 per square feet per month, super plinth area will be charged from every flat-Allottee for regular maintenance and general services such as lift, generator, and campus light electric bill and sweeping etc. GNIDA will have the right to increase or decrease this amount. 6. After 1st year from the date of handing over the possession to the first person of the Scheme, general maintenance work and 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 7. In future, if any tax VAT, service Tax, GST., TDS etc. are levied by the State Government or by the Government of India that will be borne by the Allottee themselves. 8. Transformers of adequate capacity for each tower of the multi-storey flats shall be installed and power back-up for

		<p>general facilities such as lift, water supply, campus lights shall be provided</p> <p>9. In the scheme, provisions for boundary wall, guardroom, community centre, shop are made</p> <p>10. In the flats, fire safety and in the complex provisions for rainwater harvesting is made</p> <p>11. Number of multi-storey flats may increase or decrease</p> <p>In case of four-storey flats, additional location charges are applicable as per the prevailing policy of the Authority.</p>
6	Contact person, designation and contact details (address and phone nos.) in the Authority office	<p>Manager (Property) Plot No.1, Knowledge Park-04 Greater Noida City, Noida Distt. Gautam Budh Nagar Phone No. 0120-2336025 (Extn-210)</p>
7	Allotment method for the scheme	<ol style="list-style-type: none"> 1. Direct Allotment (First-cum-first-serve), in case of a single Applicant for particular multi-storey flat/ four-storey flat. 2. Draw Process, in case of multiple Applicants for particular multi-storey flat/ four-storey flat.
8	Availability of scheme brochure	Can be downloadable from the Authority's website www.greaternoidaauthority.in
9	Eligible entities	Indian citizen and competent to contract and have attained the age of majority. Additional requirement shall be as per clause no. 2
10	Processing Fee	Rs. 1,180/- (Including GST) Non-refundable amount shall be deposited online through net-banking/payment gateway on Authority's website "https://investgnida.in/applications/User/ResidentialApplicationForm.aspx" along with registration money.
11	Registration money	Adjustable amount equal to 10% of total premium of the Flat for which application is being submitted. The amount shall be deposited online through net-banking/payment gateway on Authority's website https://investgnida.in/applications/User/ResidentialApplicationForm.aspx
12	Payment Option	<p>Cash Down Payment Plan :-</p> <p>Option 1: 100% within 90 days from the date of Allotment Letter.</p> <p>Instalment Payment Plan :-</p> <p>Option 2: 50% within 60 days from the date of issues of Allotment Letter (after adjusting of registration Money) and balance amount i.e. 50% of the total premium of the Flat in 2 years in 4 half yearly installments. The 50% amount shall carry interest @State Bank of India MCLR+1% (which shall be rounded of to uperside up to 0.5%) applicable on 1st July and 1st Janaury of each year. In case of default on instalments/lease rent 3% extra on (MCLR+1%) shall be applicable.</p>

		Option 3: 30% within 45 days from the date of issue of Allotment Letter and balance amount i.e. 70% of the total premium of the Flat in 4 years in 8 half yearly installments. The 70% amount shall carry interest @State Bank of India MCLR+1% (which shall be rounded of to upside up to 0.5%) applicable on 1 st July and 1 st Janaury of each year. In case of default on instalments/lease rent 3% extra on (MCLR+1%) shall be applicable.
13	Mortgage permission fee	INR 1,000/- & Collateral Security INR 5000.00/-
14	Transfer charges	In case of multi-storey flats & four-storey flats, Upto 50 Sqm Rs.250/- Per Sqm 51-100 Sqm Rs. 500/- Per Sqm 101 Sqm and above Rs. 600/- Per Sqm
15	Period of lease	90 years from the date of execution of Lease Deed.
16	Lease Rent	As per clause no. 4.0
17	Execution of Lease deed and Possession	All flats and four-storey flats are ready to move. The possession is likely to be offered to the Allottees within a period of 3 month from the date of issue of Allotment Letter.

A. Section I: Instructions to the Applicants

1. Definitions:

The key definitions for the purpose of this scheme document are as follows:

1. "Authority" means the Greater Noida Industrial Development Authority
2. "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
3. "Allotment money" is the amount as prescribed in the scheme brochure and is expected to be deposited by the Allottee within the given time period
4. "Allottee" is the person whose application for allotment has been approved by the competent officer
5. "Contract" means the Contract signed by the Parties and all the attached documents which includes General Conditions (GC), the Special Conditions (SC), and the Appendices
6. "Day" means calendar day
7. "Government" means the Government of Uttar Pradesh
8. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
9. "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
10. "Lessee" is the person/entity who holds the lease of a property.
11. "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is GNIDA.
12. "Transfer Deed" is a contractual agreement by which a property (herein land) is transferred from its legal Lessee to another party.
13. "Mutation letter" is the letter issued by competent Authority for change of name on a property

2. Eligibility:

1. The Applicant should be an Indian citizen and competent to contract and have attained the age of majority.
2. He/ She should not have 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 GNIDA either in his name or his/her spouse name or in the name of his/her minor or dependent children. If in case He / She has applied to multiple schemes, and is allotted residential plot or flat or house in one scheme and the offer is accepted from Him/Her. Then He/She shall not be eligible for allotment in other schemes and His/ Her application/allotment may be rejected.

3. How to apply

1. The Applicant shall ensure availability of the following documents/information:
 - a. A scanned passport size photograph on web resolution. Maximum allowed size is 100x100 pixels.
 - b. Scanned copy of affidavit in the format depicted in the portal.
 - c. Legitimate documentary proof expressing address, age, identity, and nationality of the Applicant.
2. Eligible Applicant can apply in only one category / type of mult-storey flats/ four-storey flats in BHS-17/LOF-02 scheme.

3. Steps for online application:

Step 1:	The Applicant shall access the online Residential Scheme Portal at “https://investgnida.in/applications/User/ResidentialApplicationForm.aspx” or the Applicant may access online residential portal from Greater Noida Industrial Development Authority’s official website at www.greaternoidauthority.in.
Step 2:	Among the active schemes displayed in the portal, Applicant shall select “Applicant category and payment plan”. After selection of payment plan, category system will redirect to multi-storey flat/four-storey flat preferences options.
Step 3:	In preference option, Applicant may select desired multi-storey flat/ four-storey flats preferences/selections and respective selection shall be freezed on First cum First serve model.
Step 4:	Applicant shall select preferred/selected flat/house size, sector & block. Registration money will be calculated based on flat/houses size selected by the Applicant.
Step 5:	After selection of flat/house, the Applicant must fill basic details which shall include – photograph, identification details, bank details etc.
Step 6:	Before submitting the details, Applicant must agree with all the terms & condition of Scheme Brochure (Scheme Code: BHS17/LOF-03).
Step 7:	After submitting the details, Applicant will receive system generated application reference number.
Step 8:	Applicant shall upload requisite documents in the requested format (.pdf).
Step 9:	After submission of documents Applicant shall pay the Processing Fee (Non-refundable) & Registration Money (Adjustable) through online payment gateway.

4. It will be the sole responsibility of the Applicant to obtain a compatible computer terminal with internet connection to enable him/her to participate in e-bidding process any reasons thereof. Ensuring internet connectivity at the Applicant’s end shall be the sole responsibility of the Applicant. Any request/complaint regarding the connectivity of internet at the Applicant’s end will not be entertained in any form and shall not be basis of cancellation of the Allotment process
5. Applicant must review the Scheme Brochure along with any supporting document (if any), which depicts the details of multi-storey flat(s)/four-storey flat(s) on offer and general terms and conditions, which shall be applicable for the sale of the selected multi-storey flat(s)/four-storey flat(s).
6. In case of non-payment of application related fees, the application shall be rejected by the Authority.
7. The Authority may without assigning any reason withdraw the Allotment process for any or all the multi-storey flat(s)/four-storey flat(s) at any stage.

4. Language and currency

1. The document and all related correspondence for this scheme shall be in English language. The currency for the purpose of this scheme shall be Indian National Rupee (INR).

5. Applicant’s responsibility

1. It is deemed that before submitting the application, the Applicant has made complete

and careful examination of the following:

- a. The eligibility criteria and other information/requirements, as set forth in the scheme brochure
 - b. All other matters that may affect the Applicant's performance under the terms of this scheme brochure including all risks, costs, liabilities and contingencies.
2. GNIDA shall not be liable for any mistake or error or neglect by the Applicant.

6. Allotment process

1. The scheme brochure shall remain open-ended till all vacant multi-storey flats/four-storey flats are allotted. However allotment would be made by the draw of lots every forthcoming month of the application received upto the previous month within each payment plan. The first such draw shall be on the date as mentioned on the Portal.
2. The draw of multi-storey flat/four-storey flat shall be first done for the Applicant opting cash down payment plan.
3. The draw of remaining multi-storey flats/four-storey flats if any shall be done for the Applicant opting instalment plan.
4. Allotment of multi-storey flats/four-storey flats to person with disability shall be at ground floor opting any payment plan.
5. After draw the list of vacant flats will be uploaded on the date as mentioned on the Portal.

7. Extension of time limit for deposit of Allotment money

1. No extension regarding time period will be allowed for the deposit of allotment money. In case of default in Allotment Money, the allotment letter will be cancelled and the registration money will be forfeited by the Authority.
2. However, under special circumstances, the CEO or Authorised Officer of GNIDA, can at his/her discretion, grant an extra period of 30 days for payment of allotment money along with the interest at the rate 11.50% p.a.

8. Payment options & schedule

1. **Option 1:** Applicant has option to make full and final payment of the total premium of the multi-storey flat/four-storey flat within 90 days from the issue of Allotment letter. In such case, 5% rebate will be given on the total premium of the multi-storey flat/four-storey flat. The 90 days will include the date of issue of Allotment letter and deposit of Allotment money.
2. **Option 2:** 50% within 60 days from the date of issues of Allotment Letter (after adjusting of registration Money) and balance amount i.e. 50% of the total premium of the Flat in 2 years in 4 half yearly installments. The 50% amount shall carry interest @State Bank of India MCLR+1% (which shall be rounded of to upside up to 0.5%) applicable on 1st July and 1st Janaury of each year. In case of default on instalments/lease rent 3% extra on (MCLR+1%) shall be applicable. In such case a 2% rebate will be given on the total premium of the Flat adjusted in the last payable installment.
3. **Option 3:** 30% within 45 days from the date of issue of Allotment Letter and balance amount i.e. 70% of the total premium of the Flat in 4 years in 8 half yearly installments. The 70% amount shall carry interest @State Bank of India MCLR+1% (which shall be rounded of to upside up to 0.5%) applicable on 1st July and 1st Janaury of each year. In case of default on instalments/lease rent 3% extra on (MCLR+1%) shall be applicable.

Note - Applicant has to pay balance amount as per final payment schedule given in the Allotment Letter. It shall be the responsibility of the Allottee to deposit the due installment

on time. If the last date of deposit is a bank holiday, then the Allottee shall deposit the installment on the next working day and it shall be treated as last date of deposit.

9. Mode of Payment

1. All payments to GNIDA can be made only via online transfer through net banking/payment gateway on Authority's website @ www.greaternoidaauthority.in.
2. Normally, no extension regarding time period will be allowed for the deposit of payments. If the amount payable to GNIDA is not paid within prescribed time limit, extension of time for such default period under exceptional circumstances may be allowed upto a maximum of 1 month by CEO (GNIDA) subject to the condition that during the entire payment plan such extensions shall not be more than 3 times.
3. In the event of extensions for installment, interest at @14% per annum compounded Half Yearly shall be payable on the default amount of the defaulted period.
4. The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the premium due and Lease Rent payable.
5. In case of default in making payment of installment money, the Allottee/Lessee would be required to pay additional penal interest at the rate 3% p.a. Henceforth, interest at @14% per annum compounded Half Yearly shall be payable on the default amount of the defaulted period.

10. As is where is basis

1. The multi-storey flat/four-storey flat will be accepted unconditionally by the Allottee on "As is where is basis" on lease for a period of 90 years.

11. Unsuccessful Applicants

1. The Registration Money of unsuccessful Applicants shall be returned to them without interest, if the period of deposit of such money with GNIDA is less than one year. However, if the period of deposit is more than one year, simple interest @ 4% p.a. shall be paid for the period of deposit exceeding 1 (one) year.

B. Section II: General terms and conditions

1. Execution of Lease Deed

1. The concerned manager shall be required to issue a Possession Offer Letter for the execution of Lease Deed, to the Allottee within 15 days from the date of receiving the lease plan from the concerned department.
2. The Allottee is required to execute the Lease Deed and take the physical possession within 60 days from the date of issue of Possession Offer Letter.
3. The Allottee shall also deposit due stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, Gautam Budh Nagar by the Allottee himself/themselves) for Lease Deed in treasury of district Gautam Budh Nagar and should produce a certificate to the effect in relevant department at GNIDA within 60 days from the issue of Possession Offer Letter.
4. In case of failure to execute the Lease Deed and taking over of possession within the above-stipulated time period, the Allotment may be cancelled and the entire amount deposited with GNIDA would be forfeited.
5. 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 of the multi-storey flat/four-storey flat for one month from the due date given for the execution of legal documents for each month extension 1% of the total premium of multi-storey flat/four-storey flat admin charges will be levied.
6. If the Allottee fails, to execute the legal documents within the extended time, maximum period of 1 year, action for cancellation of allotment and forfeiture of deposited money shall be taken.

2. Documentation charges

1. 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. The rate of stamp duty shall be applicable as per the notification issued by the state government from time to time.

3. Period of lease:

1. 90 years from the date of execution of Lease Deed.

4. Lease Rent

1. The allotment of multi-storey flat/four-storey flat will be given to the Allottee on a lease on 90 years and the 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. After ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future.

5. Location charges (only applicable for Independent House)

- I. For corner houses: **5% of the premium**
- II. For houses facing park/green belt: **5% of the premium**
- III. For house facing 18/24 meter wide road: **5% of the premium**

Note: For houses more than one locational benefit, location charges will be added, but in no case it shall not be more than 15% of the premium of the house.

6. Possession of the multi-storey flat/four-storey flat

- 1. The Possession of Sector Omicron-01A (Multistoreyed Flats) is likely to be offered to the allottees with a period of One Year from the date of issue of allotment letter**
2. Possession of allotted Flat will be handed over to the Lessee after execution and registration of Lease Deed.
3. Execution and registration of Lease Deed can be done only after a minimum payment of 30% of premium in advance.
4. For the purpose of payment of Lease Rent and other statutory or scheme compliance, possession shall be deemed from the due date of execution of Lease Deed.

7. Variation in actual area of allotted Flat

1. The area of Flat allotted or handed over may vary from size of the Flat allotted/applied for. The premium of the multi-storey flat(s)/four-storey flat(s) 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.

8. Surrender of Allotment

The Allottee/Lessee can surrender the premises in favour of GNIDA subject to the following deductions:

1. In case of surrender before allotment, the entire registration money deposited shall be refunded without interest.
2. 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 shall be refunded without interest.
3. In case of surrender after 30 days of Allotment, and
 - I. within 90 days of allotment for option 1 (Payment Plan)
 - II. within 60 days of allotment for option 2 (Payment Plan)
 - III. within 45 days of allotment for option 3 (Payment Plan)50% of the registration money shall be forfeited and balance amount shall be refunded without any interest. No separate notice shall be given for the same.
4. In case of surrender before lease deed from the date of allotment, 25% of the total premium (Cost of multi-storey flat/four-storey flat) of multi-storey flat/four-storey flat shall be forfeited. Balance amount, if any, shall be refunded without any interest. In case of surrender after lease deed from the date of allotment, entire deposited money shall be forfeited. No separate notice shall be given for the same.
5. In case of surrender after execution of lease deed from the date of allotment, entire deposited money shall be forfeited.
6. In case the Allottee, fails to deposit the due amount within the stipulated time, the allotment will be liable for cancellation and in case of any such cancellation, the money so deposited till the date of cancellation will be forfeited.

Note: The date of surrender in the above case shall be the date on which the application for surrender is received online via email @ authority@gnida.in. No subsequent claim on the basis of any postal certificate etc. will be entertained.

9. Maintenance

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

- a. At all times in a state of good condition and substantial repairs and in good sanitary condition to the satisfaction of the lessor.
 - b. The available facilities as well as the surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
2. That the Lessee shall abide by all Regulations, Building Regulations and guidelines of GNIDA framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and the rules made therein.
 3. That the Lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
 4. The Lessee shall 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.
 5. In case of non-compliance of these terms and conditions, and any directions of GNIDA, GNIDA shall have the right to impose penalty as the CEO or the Authorised Officer of GNIDA may consider just and/or expedient by explaining or recording the reasons.
 6. For proper maintenance and security, Allottees of the block/sector shall have to constitute RWA as per provisions of U.P. Apartment Act 2010 or any other law in force.

10. Mortgage

1. The Allottee/Lessee may, with the previous consent of the lessor, mortgage the four-storey flat/multi-storey 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 the said land as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value shall be final and binding on all parties concerned. The lessors 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.
2. Permission for collateral security would only be granted in cases where the multi-storey flat/four-storey flat has been Leased/Possession by the Authority. For the purpose of granting collateral security, processing fee of Rs. 5000/- would be charged.

11. Transfer of multi-storey flat/four-storey flat

Subject to the following conditions a Allottee/Lessee will be allowed to sell/ transfer the multi-storey flat / Four-storey flat allotted by the Authority to any other person who is eligible to apply as mentioned in Data Sheet.

1. Transfer shall be permitted only after lease deed of multi-storey flat/four-storey flat.
2. The cases, where cancellation has been effected or are in process of cancellation, are not eligible for transfer.
3. Application for transfer shall be received on the prescribed Transfer Application Form available from the concerned authorized bank or department of GNIDA, along with the transfer charges and Processing fees.
4. The Transfer application form should be duly filled online along with No dues from the Accounts till date and last paid Water bill.

5. Photograph & signature of Transferor(s)/ Transferee(s) must be self attested on the application form itself.
6. The multi-storey flat/four-storey flat would be transferred only for residential purpose.
7. Transfer of partial area of flat shall not be considered.
8. As per present policy transfer charges as given below :-
For multi-storey flat(s)
 - i) Upto 50 Sqm Rs.250/- Per Sqm
 - ii) 51-100 Sqm Rs. 500/- Per Sqm
 - iii) 101 Sqm and above Rs. 600/- Per Sqm
9. Transfer charges once deposited will not be refunded/ adjusted even in case of transfer does not materialize due to dispute between the parties or withdrawal of transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transferor and the transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.
10. Once transfer is approved and the Transfer Memorandum is issued and transfer deed is executed, all the assets and/or liabilities against the Flat would pass on to the transferee.
11. In case of transfer of rights of a minor, even partial, orders of the District Judge are required regarding the protection of interest of the minor.
12. Transfer of property by Allottee/Transferee directly or through registered GPA, to his/her parents, grandfather, grandmother, grand children, children, wife & vice versa would be allowed without transfer charges
13. The transfer of property is an act between transferee(s) and transferor(s) and as such any liens, claims, damages, compensation, adverse court orders etc. arising thereof subsequently would be the sole liability of transferee(s) and GNIDA would remain indemnified against the same.
14. The Lessee/ transferee shall execute a Transfer deed, after paying the transfer charges, within 90 days from the date of issue of the Transfer Memorandum by GNIDA. The transfer memorandum will be valid for 90 days. A certified copy of the same shall be submitted to GNIDA after the registration of the same with the sub Registrar, of GNIDA. The Transfer Memorandum shall be part of the transfer deed executed between the Transferor and the Transferee. In case Allottee fail to excuted transfer deed within 90 days from date of issuing transfer memorandam, then as per prevelling policy, Allottee has to pay extension charge of time with prescribe penalty.
15. In case the Transfer Deed is not executed within validity of grace period, the Alottee has to apply afresh and pay additional Transfer charges and Processing Fees as per previling order.
16. In case of transfer/ sale by financial institution under section-29 of State Financial Corporation Act/ by bank under SARFAESI Act, the application has to be moved by the financial institutions/bank along with all NOC's required in the transfer application form. In such case, transfer charges at the rate of 10% of the sale value will be levied.

12. Mutation of multi-storey flat/four-storey flat

1. Upon the death of the Allottee/Lessee transfer of multi-storey flat/four-storey flat to the Allottee's/Lessee legal heirs will be allowed with prior written permission of the Chief Executive Officer or any officer authorized by the Chief Executive Officer in this regard, subject to the fulfilment of prescribed conditions which are prevalent as on the date of grant

of permission. No transfer charges are payable in case of transfer by succession.

13. Misuse, Additions, Alterations, etc.

The Allottee/Lessee shall not use the Allotted multi-storey flat/four-storey flat for any purpose other than residential. The lessee/Allottee shall not be entitled to divide the multi-storey flat/four-storey flat or amalgamate it with any other multi-storey flat/four-storey flat without the prior written permission of CEO or the Authorised Officer of GNIDA. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority.

1. The Allottee/Lessee shall not be allowed to change the specifications made in the Four-storey flat/multi-storey flat
2. In case of any violation of any regulation/direction, the defect, if not compoundable could not be got rectified by the Authority and the expenses incurred in carrying out such work will be recovered from the Allottee/lessee.

14. Liability to Pay Taxes

1. The Allottee/Lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by any authority empowered in this behalf, in respect of the multi-storey flat/four-storey flat, whether such charges are imposed on the multi-storey flat/four-storey flat or on the building constructed thereon, from time to time.

15. Overriding Power over Dormant Properties

1. The Lessor reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the multi-storey flat/four-storey 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 multi-storey flat(s)/four-storey 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 of GNIDA on the amount of such compensation will be final and binding on the Allottee/Lessee.

16. Cancellation of Allotment

In addition to the other specific clauses relating to cancellation the Authority shall be free to exercise its rights of cancellation of allotment in the case of:

1. Allotment being obtained through misrepresentations/ suppression of material facts.
2. Any violation of directions/ rules issued by the authority or any other statutory body.
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 money/ consecutive 2 instalment money.
4. In case any Allottee, his/her spouse or his/her dependent children are allotted more than one residential flat or house in GNIDA.

In the event of cancellation, under sub-clause above, the entire deposits till the date of cancellation shall be forfeited and possession of the multi-storey flat/four-storey flat shall be resumed by the authority/lessor with structure thereon, if any, and the Allottee/lessee will have no right to claim compensation thereof.

17. Restoration of Allotment

GNIDA can exercise cancellation of multi-storey flat/four-storey flat for breach of Terms

and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of GNIDA can restore the multi-storey flat/four-storey flat. The restoration will be subject to the following conditions:-

1. The application of restoration of multi-storey flat/four-storey flat shall be made within 30 days from the date of cancellation.
2. The decision about the restoration of the multi-storey flat/four-storey flat will be taken by the CEO or Authorized Officer of GNIDA within a period of 6 months after the date of cancellation.
3. The Allottee would pay restoration charges @10% of the total premium of the multi-storey flat/four-storey flat at prevailing rate calculated at the time of restoration.
4. The Allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.
5. The Allottee has to pay time extension charges as per terms of allotment / lease.
6. If there is any court case pending before any court, it has to be withdrawn by the Allottee. All legal expenses would be borne by the Allottee.

In case allotment had been cancelled due to illegal/unauthorized activities the restoration of the multi-storey flat/four-storey flat shall only be considered on submission of affidavit undertaking for non-carrying out the commercial activities in future and on inspection of the site about closing the commercial activities.

18. Other Clauses

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.
2. In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government, the Allottee/Lessee will have to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.
3. In case of any clarification or interpretation regarding these terms and conditions the decision of Chief Executive Officer or any officer Authorized by the CEO in this regard shall be final and binding on the Applicant/Allottee/lessee.
4. If due to unavoidable circumstances, the Authority could not allot the multi-storey flat/four-storey flat, the registration money deposited by Applicant would be refunded; however, no interest on the deposits will be paid to the Applicant.
5. If due to any "Force majeure" or such circumstances beyond GNIDA's control, GNIDA is unable to make allotment or the possession of the allotted 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.
6. Any dispute between the Lessor and Lessee/sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts having jurisdiction over Greater Noida or the courts designated by the Hon'ble High Court of Allahabad.
7. The right and liabilities of the Allottees and of the Authority shall be governed by the act of Real Estate Regulatory Authority (RERA)
8. 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.

9. The multi-storey flat/four-storey flat can also be owned jointly by husband/wife.
10. Mere deposit of registration amount would not constitute a right to allotment of a multi-storey house.
11. All arrears due to Lessor are recoverable as arrears of land revenue.
12. For the purpose of serving any notice/correspondence or letter on Allottee the address or mobile number or mail-id given in the allotment application shall be taken as final. The service of notice/correspondence/letter sent on such address shall be taken as sufficient service of notice for all the purpose.
13. On the basis of availability of land, the number of multi-storey flats/four-storey flats available for allotment may be increased / reduced at the discretion of the Authority.
14. The price/cost of the multi-storey flat(s)/four-storey flat(s) /are tentative and may vary at the time of handing over possession of the multi-storey flat(s)/four-storey flat(s). The variation may be either due to enhancement in the construction and development cost of the multi-storey flats/four-storey flats.