

# GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

Terms and Conditions for Allotment of Multi Storeyed Flats

IN SECTOR

Omicron-01 & Sector-12

IN

GREATER NOIDA

<b>Important Dates for BHS-17/LOF-01</b>	
Scheme Launched on	02.10.2018
Form Submitted online on	10.10.2018
Scheme Closes on	12.11.2018
Tentative Date of Draw	20.12.2018

## DETAILS OF THE SCHEME AND LOCATION:

Applications are invited for allotment of multi-storeyed flats as per the below mentioned details:

SCHEME NAME: **BHS-17/LOF-01**

SCHEME CODE: **LOF-01**

Mode of Allotment: **Draw (Manual/Computerised)**

### RERA Registration Details:

- A. Sector 12: **UPRERAPRJ9565**
- B. Omicron 1: **UPRERAPRJ8764**

### Details of Multi Storeyed Flats:

Property Code	Type of Flats	Name of Sector	Unit Area (in Sqm)	Super Area (in Sqm)	Carpet Area (in Sqm)	Area of Balcony (in Sqm)	No. of Floors	No. of Flat	Tentative Lease Premium of Built-up Houses (Rs. In Lakh)	Registration Amount 10% of Tentative Lease Premium of Flat (Rs. In Lakh)
01	1 BHK (Furnished)	Sector-12	54.29	60.45	36.01	3.77	S+15	183	28.46	2.85
02	2BHK	Omicron-01	58.18	70.48	46.89	3.41	S+15	363	32.55	3.26
03	2 BHK (Deluxe)	Omicron-01	83.38	104.70	67.59	10.08	S+19 & S+20	624	48.35	4.84
04	3 BHK	Sector-12	132.95	158.26	102.53	19.44	S+12	76	74.50	7.45
<b>Grand Total</b>								<b>1246</b>		

### 1.1 Basic Lease Premium

- The above price/cost of the Flats are tentative and may vary at the time of handing over possession of the Flats. The variation may be either due to enhancement in the construction and development cost of the Flats.
- In case Extra Financial burden is imposed on Authority by any Government order or in increment in rate of compensation to be awarded to the farmers, the allottees shall be liable to pay up sum such increment in prices of the land.
- As per GST Act (GST) or any other tax, if applicable, shall be borne by the allottee(s).
- On the basis of availability of land, the number of flats available for allotment may be increased / reduced at the discretion of the Authority.

### 1.2 OTHER CHARGES/FACILITIES TO BE PROVIDED

- 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 1 year maintenance the allottee 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 person, 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 1 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-storeyed flats shall be installed and power back-up for general facilities such as lift, water supply, campus lights shall be provided
9. In the scheme, provisions for boundary wall, guardroom, community centre, shop are made
10. In the flats, fire safety and in the complex provisions for rainwater harvesting is made
11. Number of multi-storeyed flats may increase or decrease at the time of draw

## 2 PRESCRIBED RESERVE CATEGORY

S.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 Employee of GNIDA	5%
5	Total	50%

Note:

1. Out of the multi-storeyed flats reserved for Industrial, Commercial and Institutional functional units/established, 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 CONDITIONS**

1. Eligible applicant, his/her spouse or his/her dependent children can apply in only one category / type of flats in BHS-17/LOF-01 multi-storeyed flats scheme.

### **2.1 ELIGIBILITY FOR 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 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, under this category. 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 as per Clause 11.1.

### **2.2 ELIGIBILITY FOR PRESCRIBED RESERVED CATEGORY APPLICANTS**

1. The applicant should be an Indian citizen and 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 GNIDA shall be eligible provided they have not been allotted any residential plot /flat in the earlier schemes of the Authority.

### **2.3 SPECIAL ELIGIBILITY CONDITIONS APPLICABLE TO SPECIFIC CATEGORIES**

1. Bonafide industrial units fulfilling the following conditions will be eligible:

- a. The industrial plot has been allotted/transferred by GNIDA on or before **31.08.2018** 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 are working from the last 03 years and he will have to submit an affidavit as per attached format.
2. In case application is being made by the managing Director/whole time Director(s)/Partner(s)/Proprietor of the industrial unit, the following conditions should be fulfilled:
    - a. Applicant should be managing Director/whole time Director(s)/Partner(s)/Proprietor of the industrial unit on 31.08.2018
    - b. Nominated Director(s) of the company shall not be eligible
    - c. 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(s)/Partner(s)/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 a 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.
    - d. 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

#### **2.4 ELIGIBLE BONAFIDE COMMERCIAL ESTABLISHMENT**

1. The commercial establishment should have been allotted the commercial plot/shop/office space in its name on or before **31.08.2018** and 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 GNIDA payable upto **31.08.2018** on account of premium, lease rent, interest etc. by the closing date scheme. Applicant has to enclose No Dues Certificate issued by GNIDA 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 be **31.08.2018** and has acquired sub-lease hold rights through GNIDA by executing sub-lease deed and paid all payable dues upto **31.07.2018** 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 the No dues certificate and functional certificate issued by the Authority.
4. In case application is being made by the Director/whole time Director(s)/Partner(s)/Proprietor of the commercial establishment, the name of

such Director(s)/Partner(s)/Proprietor should have taken on record in the commercial department of GNIDA on or before closing of the 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 either in the name of the establishment or its Bonafide Director/ Proprietor/Partner 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

## **2.5 ELIGIBLE BONAFIDE INSTITUTIONS**

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 **31.08.2018** and has taken physical possession of the 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 GNIDA up to **31.07.2018** on account of premium, lease rent, interest etc. by closing date of the 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 taken on record by the institutional department of GNIDA on or before closing of the scheme.
4. In case applicant is made by the Educational Institution, the names of their Directors/ Trustees/ Chairman/ Vice-chairman/ Executive members should have taken on record of GNIDA on or before closing 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 authorised (name and designation) to apply and sign the application form.

## **2.6 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 GNIDA on or after 01.04.2002 (Undertaking-1)
2. In case a land owner has already been allotted residential flat/plot built up house is 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 khatedar 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. Successful applicant/allotee cannot transfer the allotted multi-storeyed flat up to 05 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 Rs. 10 by the applicant farmer as per (Undertaking- 2)
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 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.

## **2.7 ELIGIBLE GREATER NOIDA AUTHORITY EMPLOYEES**

1. Eligible Greater Noida Authority Employee for registration under this scheme would mean Regular Employees of GNIDA on or before closing date of the scheme and still working in GNIDA, who have earlier not been allotted a residential plot or flat under any scheme, under this category. A certificate from Personal Department of the GNIDA should be enclosed along with application form stating that he is a regular employee of GNIDA. Employees on deputation to GNIDA are not eligible for allotment under the scheme.
2. 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. 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:

S.No	Grade Pay	Eligible Category (Area)
1	Grade pay upto Rs. 1800/-	Upto 120.00 Sqm Flat
2	Grade pay from Rs. 1900-4200/-	Upto 200.00 Sqm Flat
3	Grade pay from Rs. 4600-6600/-	Upto 350 Sqm 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 what he/she is eligible, he/she will have to obtain specific written approval from Competent Authority before closing date of the scheme.

Note: Employees of above grade pay of Rs. 1800/- can apply in lower category but not vice versa and the employee shall not benefited in further scheme.

### 3 PROCEDURE OF ALLOTMENT

1. 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 the instalment plan.
2. 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 the General Category Applicants at the time of draw of lots.
3. Allotment of flats to person with disability shall be at ground floor.

### 4 HOW TO APPLY

1. Before filling the Application Form online, please make sure you have the following documents/information readily available with you:
  - 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 Application Booklet. The document should be available in Adobe “.pdf” format.
  - c. You should have details of your bank account ( Bank/Branch Name, IFSC Code and Account Number ), in which you want your refund amount to be transferred in case of non-allotment or refund request on any other ground.
  - d. In case you have already made the Payment for the Registration Amount using RTGS/NEFT to GNIDA’s designated account, note down the



Transaction number and the Transaction Date as it will be required while generating the Deposit Challan.

2. Applicant applying for the scheme shall have to navigate to GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITIES' website:  
<http://www.greaternoidaauthority.in> once on the homepage, click on the icon marked as “**BHS-17/LOF-01 Built-up Housing Scheme**”.
3. The **BHS17/LOF-01 Built-up Housing Scheme** portal shall display links for downloading Scheme Brochure, Affidavit, Details of multistoreyed flats, How to fill the form & How to Make Payment.
4. Kindly review the Scheme Brochure along with any supporting document (if any), which depicts the details of flats on offer and general terms and conditions, which shall be applicable for the sale of the selected multi-storeyed flats.

## **5 PAYMENT PLAN**

The Following options are available to allottee for depositing the premium:-

### **Option 1 (For Cash Down):**

100% of the total premium (10% adjusting registration money already paid) to be paid within 90 days from the date of issue allotment letter. If cash down payment is opted, no change in payment plan will be permitted.

Note: The rebate of 5% on 90% balance payment shall be given to the allottees opting Option 1.

### **Option 2 (For 2 Year Instalments):**

1. 30% of the total premium of the flat (adjusting registration money already paid) to be paid within 45 days from the date of issue of allotment letter as allotment money.
2. Remaining 70% shall be payable in Four equal half-yearly instalments calculated from the 46<sup>th</sup> day from the date of allotment with interest 11% p.a. on reducing principal amount at the end of each half yearly as per given below.

Note:

1. For the purpose of documentation, the date of issue of allotment letter shall be reckoned as the date of allotment.
2. For the purpose of documentation, the date of execution of lease deed shall be reckoned as the date of taking over of possession.

## **6 MODE OF PAYMENT**

1. All payments to GNIDA 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. Online payment can be made through net banking.

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, interest at @14 per annum compounded quarterly shall be payable on the default amount of the defaulted period.
4. The payment made by the 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.

## **7 AREA**

The area of plot allotted or handed over may vary from size of the plot allotted/applied for. 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.

## **8 AS IS WHERE 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.

## **9 UNSUCCESSFUL APPLICANTS**

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 01 year (One Year). However, if the period of deposit is more than 01 year (One Year), simple interest at 4% p.a. shall be paid for the entire period of deposit.

## **10 WITHDRAWAL/SURRENDER**

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

1. In case of surrender before draw of lots, the entire registration money deposited shall be refunded without interest.
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 shall be refunded without interest.

3. In case of surrender after 30 days of allotment but before 90 days for payment plan Option 1 (clause No.5 Payment Plan) and within 45 days of allotment for payment plan Option 2 (clause No.5 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 Flat) of 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 above case 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.

## **11 CANCELLATION**

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 plot or 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-storeyed 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.

## **12 PERIOD OF LEASE AND LEASE RENT**

The allotment of multi-storeyed 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. Annual lease rent may be enhanced by 50% after every 10 years.

### **13 EXECUTION OF LEASE DEED AND POSSESSION**

The possession is likely to be offered to the Allottees within a period of 9 month 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 the physical possession of the flat within 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 of the 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 flat admin charges will be levied. 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.

### **14. 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.

### **15. MORTGAGE**

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 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 Flat has been Leased/Possession by the Authority. For the purpose of granting collateral security, processing fee of Rs. 5000/- would be charged.

### **16. TRANSFER OF MULTI-STOREYED FLAT**

1. **In Favour of Legal Heir**

Upon the death of the allottee/Lessee transfer of 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.

**2. In favour of all Other, except Legal Heirs**

No Transfer of the allotted/leased plot to any person, other than legal heir of the allottee/lessee, shall be permissible except on a written request made by the Allottee/Lessee followed by prior written permission of the Chief Executive Officer or any officer authorized by the Chief Executive Officer, Such permission may be granted subject to payment of transfer charges AND compliance of such other terms and conditions which may be imposed by the Chief Executive officer or any officer authorized by the CEO in accordance with the policy of the Authority existing on the date of grant of permission to transfer. The permission to transfer shall be effective only after deposit of the transfer charges as may be force at that time and fulfilment of all other requirement as may be set out in the permission for transfer. The power to reject or accept such request for transfer by an allottee/lessee shall vest in the Chief Executive Officer or any officer authorized by him in this behalf.

**17. MISUSE, ADDITIONS, ALTERATIONS ETC**

The Allottee/Lessee shall not use the flat for any purpose other than residential. The lessee/allottee shall not be entitled to divide the flat or amalgamate it with any other 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 Independent house/multi-storeyed 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.

**18. LIABILITY TO PAY TAXES**

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-storeyed flat, whether such charges are imposed on the multi-storeyed flat or on the building constructed thereon, from time to time.

**19. OVERRIDING POWERS OVER DORMANT PROPERTIES**

The Lessor reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the 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) 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.

**20. 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/NMC as per provisions of U.P. Apartment Act 2010 or any other law in force.

**21. 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 clarification or interpretation regarding these terms and conditions the decision of Chief Executive Officer or any officer authorised by the CEO in this regard shall be final and binding on the applicant/allottee/lessee.
3. If due to unavoidable circumstances, the authority could not allot the flat, the registration money deposited by applicant would be refunded; however, no interest on the deposits will be paid to the applicant.
4. 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.
5. 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.
6. The right and liabilities of the allottees and of the Authority shall be governed by the act of Real Estate Regulatory Authority (RERA)
7. 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.
8. The multi-storeyed flat can also be owned jointly by husband/wife.
9. Mere deposit of registration amount would not constitute a right to allotment of a flat.
10. In the event of any discrepancy between the Hindi and English version of the brochure, the English version shall be deemed to be final and binding on the Applicant/Allottee/Lessee.
11. All arrears due to Lessor are recoverable as arrears of land revenue.
12. All disputes shall be subject to jurisdiction of Gautam Budh Nagar (U.P) Courts or of Allahabad High Court only.

13. 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.

For clarifications contact:

Manager (Property)

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



Undertaking - 1

प्रतिभूपत्र - 1

मैं \_\_\_\_\_ पुत्र श्री  
\_\_\_\_\_ का  
निवासी हूँ तथा ग्राम \_\_\_\_\_ के खाता संख्या \_\_\_\_\_ खसरा  
संख्या \_\_\_\_\_ में मेरा \_\_\_\_\_ भाग क्षेत्रफल \_\_\_\_\_ था  
जिसका अर्जन सुनियोजित विकास हेतु ग्रेटर नौएडा प्राधिकरण द्वारा किया गया है।

1. यह है कि उपरोक्त भूमि खाता खसरा \_\_\_\_\_ खसरा संख्या  
\_\_\_\_\_ क्षेत्रफल \_\_\_\_\_ स्थित  
ग्राम \_\_\_\_\_  
की भू - अर्जन अधिनियम 1894 की धारा 4(1)/17 की अधिसूचना दिनांक  
...../...../..... को धारा 6/17 की अधिसूचना दिनांक ...../...../..... को जारी होकर  
कब्जा दिनांक ...../...../..... को ग्रेटर नौएडा प्राधिकरण को हस्तांतरित हुआ है।
2. यह है कि मेरे द्वारा अधिग्रहित भूमि का समस्त प्रतिकर बिना किसी आपत्ति के करार  
/सहमति के आधार पर प्राप्त कर लिया गया है।
3. यह है कि मेरे द्वारा प्राधिकरण के साथ अथवा सह खातेदारों के साथ कोई विवाद  
न्यायालय में लम्बित नहीं है।

आवेदक के हस्ताक्षर

प्रमाणित किया जाता है कि आवेदक द्वारा दिया गया उपरोक्त विवरण प्राधिकरण रिकार्ड  
जानकारी में सच व सही है।

Undertaking- 2

प्रतिभूपत्र - 2

मै \_\_\_\_\_ पुत्र श्री  
\_\_\_\_\_ निवासी ग्राम \_\_\_\_\_ के  
खाता खसरा \_\_\_\_\_ खसरा संख्या \_\_\_\_\_ क्षेत्रफल \_\_\_\_\_ स्थित  
ग्राम \_\_\_\_\_ का स्वामी हूँ।

1. यह है कि उपरोक्त भूमि खाता खसरा \_\_\_\_\_ खसरा संख्या  
\_\_\_\_\_ क्षेत्रफल \_\_\_\_\_ स्थित  
ग्राम \_\_\_\_\_  
का अधिग्रहण (धारा 4/17, 6/17) दिनांक ...../..../.... को प्राधिकरण के लिए  
किया जा चुका है।
2. यह है कि मेरे द्वारा प्राधिकरण की अधिग्रहित भूमि पर कोई अतिक्रमण नहीं किया  
गया है।
3. यह है कि मेरे द्वारा प्राधिकरण का कोई विकास कार्य बाधित नहीं किया जा रहा है  
और नहीं किसी भूमि पर अतिक्रमण किया गया है।

आवेदक के हस्ताक्षर

प्रमाणित किया जाता है कि आवेदक द्वारा दिया गया उपरोक्त विवरण प्राधिकरण रिकार्ड  
जानकारी में सच व सही है।

**SPECIFICATION – 3 BHK, 2 BHK & 2 BHK DELUXE  
GROUP HOUSING AT SECTOR 12 & OMICRON-01**

Sl.No.	Description	Areas to be provided
<b>1</b>	<b>FLOORING</b>	
a.	Vitrified Flooring	Master bed Room, Bed Room, Lobby, Drawing Room
b.	Kota Stone with Marble	Stair Case, Entrance, Corridor
c.	Ceramic Tile (Antiskid)	Bath, WC, Kitchen Verandah, Balcony.
d.	Brick Coba	Accessible & Non Accessible Terrace
e.	Kitchen Slab	Black Granite
<b>2.</b>	<b>DADA/SKIRTING</b>	
a.	Glazed Cermic Tiles (2100HT)	W.C.
b.	Glazed Ceramic Tiles (2100HT)	Bath
c.	Glazed Ceramic Tiles (1500HT)	Kitchen
<b>3.</b>	<b>DOORS FOR TOILET</b>	P.V.C. Frame with Solid PVC door shutter 30 mm thick P.V.C. Frame with Solid PVC door shutter 25 mm thick
	<b>DOORS FOR ROOMS</b>	Pressed Steel Frame with mica-laminated flush door 35mm thick & aluminium fittings. Pressed Steel Frame with Pre-laminated board with skin door 35mm thick & aluminium hardware fittings.
<b>4.</b>	<b>WINDOWS</b>	Powder coated Aluminium sliding windows with 5.0 mm thick plane toughened glass.
<b>5.</b>	<b>LIFT WALL</b>	Granite Cladding
<b>6.</b>	<b>RAILING (Staircase/Balcony)</b>	Mild steel 16/25mm Sq. vertical bar. 25mm X 40mm MS hollow section (for 3 BHK) 20x 20mm and 50x50mm MS hollow section horizontal section (For 2 BHK)
<b>7.</b>	<b>POWER BACKUP</b>	Only Wiring provided for power backup Only 500 KVA Generator installed at site.
<b>8.</b>	<b>CUP BOARDS</b>	18mm thick M.D.F board in partition and shelves & 25 mm thick wardrobe shutter. 19mm thick waterproof commercial board in partition and shelves & 25mm thick wardrobe shutter.
<b>9.</b>	<b>MAIN GATE</b>	Mild steel (MS hollow section)
<b>10</b>	<b>FINISHING</b>	
a.	CEILING	Oil Bound Distemper (for 3 BHK) White Wash/Oil Bound Distemper (for 2 BHK & 2 BHK Deluxe)
b.	INTERNAL	Oil Bound Distemper & Plastic Emulsion only one wall in drawing room (for 3 BHK) Dry Distemper (for 2 BHK Deluxe & 2 BHK)
c.	EXTERNAL	Premium acrylic smooth exterior paint and partially textured external paint. Textured application additive of approved shade.
<b>11.</b>	<b>SOLAR WATER HEATER WILL BE PROIVED.</b>	
<b>12.</b>	<b>LED LIGHT FOR COMMON AREAS WILL BE PROIVED.</b>	
<b>13.</b>	<b>SOLAR STREET LIGHTS IN THE CAMPUS.</b>	

**SPECIFICATION – 1 BHK (FURNISHED)**

**GROUP HOUSING AT PLOT NO. L & M SECTOR 12, GREATER NOIDA**

<b>Sl.No.</b>	<b>Description</b>	<b>Areas to be provided</b>
<b>1</b>	<b>FLOORING</b>	
a.	Vitrified Flooring	Master bed Room, Bed Room, Lobby, Drawing Room
b.	Kota Stone with Marble	Stair Case, Entrance, Corridor
c.	Ceramic Tile (Antiskid)	Bath, WC, Kitchen Verandah, Balcony.
d.	Brick Coba	Accessible & Non Accessible Terrace
e.	Kitchen Slab	Black Granite
<b>2.</b>	<b>DADA/SKIRTING</b>	
a.	Glazed Ceramic Tiles (2100HT)	W.C.
b.	Glazed Ceramic Tiles (2100HT)	Bath
c.	Glazed Ceramic Tiles (1500HT)	Kitchen
<b>3.</b>	<b>DOORS FOR TOILET</b>	P.V.C. Frame with Solid PVC door shutter 28 mm thick
	<b>DOORS FOR ROOMS</b>	Pressed Steel Frame with Pre-laminated board skin door 35mm thick & aluminium hardware fittings.
<b>4.</b>	<b>WINDOWS</b>	Powder coted Aluminium sliding windows with 5.0 mm thick float glass.
<b>5.</b>	<b>LIFT WALL</b>	Granite Cladding
<b>6.</b>	<b>RAILING (Staircase/Balcony)</b>	Mild steel 16mm Sq. vertical bar 25mm X 40mm MS hollow section
<b>7.</b>	<b>POWER BACKUP</b>	Only Genset Provided
<b>8.</b>	<b>CUP BOARDS</b>	19mm thick waterproof commercial board in partition and shelves & 25 mm thick wardrobe shutter.
<b>9.</b>	<b>MAIN GATE</b>	Mild steel (MS hollow section)
<b>10</b>	<b>FINISHING</b>	
a.	CEILING	Oil Bound Distemper
b.	INTERNAL	Oil Bound Distemper
c.	EXTERNAL	Textured Application additive of approved shade.
<b>11.</b>	<b>SOLAR WATER HEATER WILL BE PROVIDED.</b>	
<b>12.</b>	<b>LED LIGHT FOR COMMON AREAS WILL BE PROVIDED.</b>	
<b>13.</b>	<b>SOLAR STREET LIGHTS IN THE CAMPUS.</b>	

**SPECIFICATIONS FOR 1 BHK FURNISHED**

<b>Sl.No.</b>	<b>Description</b>	<b>Areas to be provided</b>
A.	CCTV	FOR THE SECURITY
B.	KITCHEN	MODULAR KITCHEN
C.	CUB BOARD	COMPLETE WITH LAMINATED SHULTERS
D.	AIR CONDITIONER	WITH INSTALLED AIR CONDITIONER

