



**Terms and Conditions for Allotment of
Independent House
IN
GREATER NOIDA**

Scheme Code: BHS-18/LOH-02	
Open/Closing	Scheme open-10-07-2023 Date of online submission Form -17-07-2023 Date of closing of the scheme-31-08-2023, (Time-5:00 PM)



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.....	5
1. Definitions:	5
2. Eligibility:	5
3. How to apply	10
4. Language and currency	11
5. Applicant's responsibility	11
6. Allotment/ Draw process	11
7. Extension of time limit for deposit of Allotment money	12
8. Payment options & schedule	12
9. Mode of Payment.....	12
10. As is where is basis	13
11. Unsuccessful Applicants	13
B. Section II: General terms and conditions.....	14
1. Execution of Lease Deed	14
2. Documentation charges	14
3. Period of lease:.....	14
4. Lease Rent	14
5. Location charges (only applicable for Independent House)	14
6. Possession of the Independent House.....	15
7. Variation in actual area of allotted Independent House	15
8. Surrender of Allotment	15
9. Mortgage.....	15
10. Transfer of Independent House.	16
11. Mutation of Independent House	17
12. Misuse, Additions, Alterations, etc.	17
13. Liability to Pay Taxes	17
14. Overriding Power over Dormant Properties	17
15. Cancellation of Allotment.....	18
16. Restoration of Allotment.....	18
17. Other Clauses	19

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	As mentioned in the portal
4	Scheme Details	As mentioned in the portal
5	Other Charges	<ol style="list-style-type: none"> 1. 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. 2. Number of Independent House may increase or decrease 3. Independent House, additional location charges are applicable as per the policy of the Authority.
6	Contact person, designation and contact details (address and phone nos.) in the Authority office	Manager (Property) Plot No.1, Knowledge Park-04 Greater Noida City, Noida Distt. Gautam Budh Nagar Phone No. 0120-2336025 (Extn-326)
7	Allotment method for the scheme	<ol style="list-style-type: none"> 1. Direct Allotment, in case of a single Applicant for particular Independent House. 2. Draw Process, in case of multiple Applicants for particular Independent House.
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. 5,000/- Non-refundable amount shall be deposited online through net-banking/payment gateway on Authority's website."
11	Registration money	Adjustable amount equal to 10% of total premium of the Independent House for which application is being submitted. The amount shall be deposited online through net-banking/payment gateway on Authority's website .
12	Payment Option	Cash Down Payment Plan :- Option 1: 100% within 90 days from the date of Allotment Letter (after adjusting of registration Money).

		<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 Independent House 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> <p>Option 3: 30% within 45 days from the date of issue of Allotment Letter (after adjusting of registration Money) and balance amount i.e. 70% of the total premium of the Independent House 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 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>
13	Mortgage permission fee	INR 1,000/- & Collateral Security INR 5,000.00/-
14	Transfer charges	Transfer charge applicable as per prevailing policy.
15	Period of lease	90 years from the date of execution of Lease Deed.
16	Lease Rent	As per clause no.-(B-4 Section II: General terms and conditions)
17	Execution of Lease deed and Possession	As per clause no.- (B-1 to 6 Section II: General terms and conditions)

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:

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, Independent Built-up House of flat , 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 Independent Built-up House 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.

B.2 – Prescribed Reserve Category

Sno	Reserved Category	Percentage of Reservation
1	Functional Industrial Units allotted by GNIDA	17.50
2	Farmers whose land has been acquired for the planned development of GNIDA	17.50
3	Functional Commercial and Institutional Units allotted by GNIDA	10.00
4	Regular Employees of GNIDA	5.00
	Total	50.00

Note :-

1. Out of the Independent Built-up House reserved for Industrial, Commercial and Institutional functional units/establishments, farmers whose land has been acquired and GNIDA employees, 18% Independent Built-up House 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 Independent Built-up Houses reserved under any reserved category, the remaining Independent Built-up Houses will be transferred to General Category at the time of draw of lots.

1 - 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/Industrialunits/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/ Independent Built-up House in the earlier schemes of the Authority.

2 - Eligibility for prescribed reserved Category Applicants

• 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 31-03-2023 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 31-03-2023.
- 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-2.1 above.
- The eligibility for allotment of residential flat/plot/Independent Built-up House shall be for one flat/plot/Independent Built-up House 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/plot/Independent Built-up House 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.
- Applicant has to enclose No Dues Certificate issued by the Authority with the application form.

3 - ELIGIBLE BONAFIDE COMMERCIAL ESTABLISHMENT

1. The commercial establishment should have been allotted the commercial plot/shop/office space in its name on or before 31.03.2023 & 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 31.3.2023 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 be 31.03.2023 and has acquired sub-lease hold rights through the Authority by executing sub-lease deed and paid all payable dues up to 31-03-2023 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/Independent Built-up House.
6. The eligibility for allotment of residential flat/plot/Independent Built-up House shall be for one flat/plot/Independent Built-up House 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.

4 - 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 31.03.2023 & 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. 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.
3. 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.
4. 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 flat/plot/Independent Built-up House.
5. The eligibility for allotment of residential flat/plot/Independent Built-up House shall be for one flat/plot/Independent Built-up House 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.
6. Charitable/Religion institution and its members/trustees are not eligible for allotment of residential flat/plot/Independent Built-up House.
7. Charitable/Religion institution and its members/trustees are not eligible for allotment of residential flat/plot/Independent Built-up House.
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.
9. Applicant has to enclose No Dues Certificate issued by the Authority with the application form.

5 - 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 before 31-03-2023 (Undertaking 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/Independent 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 Independent Built-up House 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-I & II)
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.

6 - 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/Independent Built-up House 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 Independent Built-up House taking possession of the Independent Built-up House. In case of delay, market rent/penalty would be charged as fixed by the CEO.
3. Under this category, Allottee cannot sell the Independent Built-up House within 10 years from the date of allotment.
4. The eligible categories according to their Grade Pay as mentioned below:

Sno.	Grade Pay	Eligible Category (Area)
1	Grade pay upto Rs.1800/-	Upto 120.00 sq. mts. flat/Independent Built-up House
2	Grade pay from Rs.1900 -4200/-	Upto 200.00 sq. mts. flat/Independent Built-up House

Sno.	Grade Pay	Eligible Category (Area)
3	Grade pay from Rs. 4600 - 6600/-	Any size of the flat/Independent Built-up House
4	Grade pay above Rs.7600/-	Any size of the flat/Independent Built-up House

In case any employee wants to apply for higher size of Independent Built-up House 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. Those who are eligible for higher size may also apply for lower sizes.

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 Independent House in BHS-18/LOH-02 scheme.
3. Steps for online application:

Step 1:	The Applicant shall access the online Residential Scheme Portal from Greater Noida Industrial Development Authority's official website at www.greaternoidaauthority.in .
Step 2:	Among the active schemes displayed in the portal, the Applicant shall select "Applicant category and payment plan". After selection of payment plan, the category system will redirect to sector wise and area wise Independent Built up House options.
Step 3:	The Applicant may select the desired area of residential property located in the desired sector.
Step 4:	The Applicant shall apply for the desired area of residential property located in the desired sector. Registration money will be calculated based on the Independent Built up House selected by the Applicant.
Step 5:	After selection of Independent Built up House , the Applicant must fill basic details which shall include – photograph, identification details, bank details etc.
Step 6:	Before submitting the details, the Applicant must agree with all the terms & condition of Scheme Brochure (Scheme Code: BHS18/LOH-02).
Step 7:	After submitting the details, the Applicant will receive system generated application reference number.
Step 8:	Submit application form and undertaking online.
Step 9:	After submission of documents, the 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 apply online. 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 Independent Houses on offer and general terms and conditions, which shall be applicable for the sale of the selected Independent Houses.
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 Independent Houses 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. The Applicants are advised to visit the property before applying.
3. GNIDA shall not be liable for any mistake or error or neglect by the Applicant.

6. Allotment/ Draw process

1. The Scheme Brochure shall remain open till the last date of closing of the scheme. However, allotment would be made by the draw of lots for each payment plan, with first preference given to option 1 (cash down payment plan/ lumpsum) followed by Option 2 and 3. The first such draw shall be on the date as mentioned on the Portal.
2. Applications received against the Independent House(s) (sector and area selected) will be put in the first drum, and draw of all Independent Houses corresponding to the sector and area applied for will be put in the second drum.
3. The draw of Independent House(s) shall be first done for the Applicants opting for cash down payment plan (Option No. 1)
4. The draw of remaining Independent House(s), if any, shall be done for the Applicants opting for the Option No. 2 installment plan i.e 50% + 50%.
5. The draw of remaining, if any, of Independent House(s) if any, shall be done for the Applicants opting for the Option No. 3 installment plan i.e. 30% + 70%.
6. The draw of applications will be simultaneously drawn against each Independent House of the corresponding sector and area i.e., first drum and second drum.
7. Any application drawn simultaneously with a particular Independent House will be allotted that particular Independent House and the said application will be automatically eliminated from the subsequent draw of lots. Additionally, this random allotment shall attract location charges, if applicable.
8. Any unit going unsold, shall feature in the subsequent scheme document floated by the Authority.

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, only for Applicants opting for payment option no. 2 and 3, 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 3% extra on @State Bank of India (MCLR+1%) p.a.

Eg: In case extension in time line is allowed by CEO or Authorized Officer of GNIDA, the deferred interest shall be calculated as 9% (prevailing interest rate) + 3% (extra) = 12%.*

*Kindly note that the prevailing interest rate is subject to escalation in the next financial year

8. Payment options & schedule

1. **Option 1:** Applicant has option to make full and final payment of the total premium of the Independent Houses within 90 days from the issue of Allotment letter. In such case, 5% rebate will be given on the total premium of the Independent Houses. 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 Independent House 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. In such case a 2% rebate will be given on the total premium of the Independent House 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 Independent House 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 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.

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, In case of default on Instalments/lease rent 3% extra on (MCLR+1%) shall be applicable 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, In the event of extensions for installment, In case of default on Instalments/lease rent 3% extra on (MCLR+1%) shall be applicable per annum compounded Half Yearly shall be payable on the default amount of the defaulted period.

10. As is where is basis

1. **The Independent Houses 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 affect 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 Independent Houses for one month from the due date given for the execution of legal documents for each month extension 1% of the total premium of Independent Houses 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 Independent Houses 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 Independent House.

1. Possession of allotted Independent Houses will be handed over to the Lessee after execution and registration of Lease Deed.
2. Execution and registration of Lease Deed can be done only after a minimum payment of 30% of premium in advance.
3. 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 Independent House

1. The area of House allotted or handed over may vary from size of the House allotted/applied for. The premium of the Independent Houses 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 Independent Houses) of Independent Houses 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 through online Service or via email - authority@gnida.in. No subsequent claim on the basis of any postal certificate etc. will be entertained.

9. Mortgage

1. The Allottee/Lessee may, with the previous consent of the lessor, mortgage the Independent Houses 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 Independent Houses has been Leased/Possession by the Authority. For the purpose of granting collateral security, processing fee of Rs. 5000/- would be charged.

10. Transfer of Independent House.

Subject to the following conditions a Allottee/Lessee will be allowed to sell/ transfer the Independent Houses 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 Independent Houses.
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 Independent Houses would be transferred only for residential purpose.
7. Transfer of partial area of House shall not be considered.
8. As per prevailing policy transfer charges are applicable.
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 Independent House 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.

11. Mutation of Independent House

1. Upon the death of the Allottee/Lessee transfer of Independent Houses 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.

12. Misuse, Additions, Alterations, etc.

The Allottee/Lessee shall not use the Allotted Independent Houses for any purpose other than residential. The lessee/Allottee shall not be entitled to divide the Independent Houses or amalgamate it with any other Independent Houses 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 Houses.
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.

13. 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 Independent Houses, whether such charges are imposed on the Independent Houses or on the building constructed thereon, from time to time.

14. 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 Independent Houses 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 Independent Houses 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.

15. 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 Independent House or house in GNIDA.

In the event of cancellation,

1. Under Point No. 1, 2, 3; the entire deposits till the date of cancellation shall be forfeited and possession of the Independent Houses shall be resumed by the authority/lessor with structure thereon, if any, and the Allottee/lessee will have no right to claim compensation thereof.
2. Under Point No. 4; 10% Registration Money shall be forfeited and remaining money deposited shall be returned without any interest deducting any payment which has become due to Authority. Possession of the Independent Houses shall be resumed by the authority/lessor with structure thereon, if any, and the Allottee/lessee will have no right to claim compensation thereof.

16. Restoration of Allotment

GNIDA can exercise cancellation of Independent Houses for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of GNIDA can restore the Independent Houses. The restoration will be subject to the following conditions:-

1. The application of restoration of Independent Houses shall be made within 30 days from the date of cancellation.
2. The decision about the restoration of the Independent Houses 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 Independent Houses 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 Independent Houses 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.

17. 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 Allotee/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 Independent Houses, 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 Independent House, 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 Independent Houses can also be owned jointly by husband/wife.
10. Mere deposit of registration amount would not constitute a right to allotment of a Independent Houses.
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 Independent Houses available for allotment may be increased / reduced at the discretion of the Authority.
14. The price/cost of the Independent Houses /are tentative and may vary at the time of handing over possession of Independent Houses.The variation may be either due to enhancement in the construction and development cost of the Independent House.



अन्डरटेकिंग-1

मैं पुत्र श्री ग्राम 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।

यह कि उपरोक्त भूमि खाता संख्या 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।

यह कि मेरे द्वारा अधिग्रहित भूमि का समस्त प्रतिकर किन्ना किराी आपत्ति के करार/सहमति के आधार पर प्राप्त कर लिया गया है। यह कि
मेरे द्वारा प्राधिकरण के साथ अथवा सह खातेदारों के साथ कोई विवाद न्यायालय में लंबित नहीं है।

आवेदक के हस्ताक्षर

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

अण्डरटेकिंग-2

प्रतिभूषत्र-11

मैं पुत्र श्री निवासी ग्राम के खाता संख्या
खसरा संख्या क्षेत्रफल स्थित ग्राम का स्वामी हूँ।

यह कि उपरोक्त भूमि खाता संख्या खसरा संख्या क्षेत्रफल स्थित ग्राम का
अधिग्रहण (धारा 4/17, 6/17) दिनांक को प्राधिकरण के लिए किया जा चुका है।

यह कि मेरे द्वारा प्राधिकरण की अधिग्रहित भूमि पर कोई अतिक्रमण नहीं किया गया है।

मेरे द्वारा प्राधिकरण का कोई विकास कार्य बाधित नहीं किया जा रहा है और न ही किसी भूमि पर अतिक्रमण किया गया है।

आवेदक

सत्यापन : अभियंत्रण विभाग

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