

# **Greater Noida Industrial Development Authority**

Invites Applications for independent, expandable, finished, Built up Houses of Plot  
Size-120Sqm. in Sector-03, Xu II & Xu III

## **IMPORTANT DATES**

**Scheme opens on** : 16.02.2008

**Scheme closes on** : 08.03.2008

## **Dates of draw for different category applicants**

1. Farmers' Category(All Sectors) 23.04.2008 at 10.00 a.m.
2. General Category (Sector-03) 25.04.2008 at 10.00 a.m.
3. General Category (Sector- Xu II) 28.04.2008 at 10.00 a.m.
4. General Category (Sector-Xu III) 30.04.2008 at 10.00 a.m.

## Greater Noida Industrial Development Authority

### ▪ **Terms & Conditions for Allotment of Built up Houses Under Built up Housing Scheme (BHS-09) in Sector 3,Xu II & Xu III**

Greater Noida Industrial Development Authority invites applications for allotment of Built up Houses of Plot Size-120Sqm. in Sector **3,Xu II & Xu III**

- The houses are likely to be ready for possession within 3 years from the date of allotment.

#### A. **Scheme Details:-**

A-1 **Scheme Name:- Built up Houses Scheme**  
**Scheme Code:- BHS-09**

#### A-2 **Details of Built up Houses:-**

Sl. No	Name of Sector	Size of the plot (In sqm)	Construct ed Builtup Area (in Sqm.) (approx)	No. of Houses for General Category	No. of Houses for Farmers' Category	Total No. of Houses (approx)	Tentative cost of the houses (Rs. in Lakh)	Regist-ration Money (Rs. in Lakh)
1	Sector-03	120	98.24	516	109	625	29.98	3.00
2	Sector Xu-II	120	98.24	722	153	875	29.98	3.00
3	Sector Xu-III	120	98.24	1237	263	1500	29.98	3.00

- Notes:
- Number of houses can be increased/decreased at the discretion of the Chief Executive Officer, GNIDA.
  - The final cost of houses will be arrived at after the completion of construction.

#### A-3 **MODE OF ALLOTMENT**

The draw for the allotments of Built up Houses in the scheme will be held on the dates and time given in this Brochure. If there is any change due to unforeseen circumstances, all applicants shall be informed through public notice in newspapers only.

#### A-4 **FINAL COST OF HOUSE**

The premium/cost of house as indicated in the brochure is tentative. The final cost of a unit will be derived after complete construction of the unit and may vary as per the actual dimensions of the house and cost of acquisition, development and construction which shall be acceptable to the allottee. However, if such variation is more than 10%, the allottee shall have the option of surrendering the allotment and take back entire amount deposited by him/her without any interest.

## **A-5 PAYMENT PLAN**

### **A-5.1 FOUR YEAR INSTALLMENT PLAN WITH INTEREST**

In this plan, 20% of the total premium of the plot shall be payable within 30 days from the date of allotment as allotment money. Balance amount (after adjusting registration money and allotment money already paid) shall be payable in eight equal half-yearly instalments calculated from the 31<sup>st</sup> day from the date of allotment with interest @11% p.a.

- For the purpose of this document the date of issue of allotment letter shall be reckoned as the date of allotment.
- For the purpose of this document the date of execution of lease deed shall be reckoned as the date of taking over possession.

**A-5.2** As per the Government Order the Authority does not permit the allottee to mortgage the builtup house before execution of the lease deed. However if the allottee requires to take loan from any financial institution/Bank after allotment of the builtup house then he may do so on the following terms and conditions-

- a) The Authority shall not be liable toward the allottee or the loaning agency/Bank in case the allottee seeks loan from such loan agency/Bank.
- b) The Authority would not enter into any contract with any allottee or any loaning agency/Bank before execution of lease deed of the allottee.
- c) In case the allottee takes loan from any loaning agency/Bank, such loaning agency/Bank would be required to attest the photographs and signatures of the allottee at the time of execution of lease deed of the allottee. The loaning agency/Bank would also be required to inform the Authority in this regard.
- d) In such case the Authority would hand over the lease deed documents to the concerned loaning agency/Bank and the allottee would receive the lease deed documents from such loaning agency/Bank.

## **A-6 REGISTRATION**

### **(a) General Category (Category-I)**

Applicants as per their eligibility should apply in the application form attached herewith along with registration amount in the form of demand draft/pay order drawn in favour of **Greater Noida Industrial Development Authority** payable at Greater Noida/Noida/Delhi and can be submitted at bank branches listed in Clause B-3.

**(b) Reserved Category (Category-II)**

This category would include farmers whose land has been acquired or directly purchased by the Authority and actual possession taken on or after 01.04.2003. For this category the application forms shall be available at Punjab National Bank, Sector-Alpha-II, Greater Noida and State Bank of India, Legerstormia Shopping Complex, K.P.-I, Greater Noida Branches only.

**A-7 MODE OF PAYMENT**

All payments to the Authority can be made by Demand Draft/Pay Order, drawn in favour of **Greater Noida Industrial Development Authority payable at Greater Noida/Noida/Delhi**. The payment shall also be accepted directly at the Bank Branches authorized in allotment letter.

All payments of instalments due to the authority should be made by allottee on the due dates as prescribed by the Authority. If the amount payable to the Authority is not paid within the prescribed time limits, penal interest @ 14% p.a. compounded half yearly shall be payable by the allottee on the defaulted amount for the defaulted period. However if the allottee makes defaults in the payment of three consecutive installments his allotment shall be liable for cancellation.

The payment made by allottee/lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the installment due and the lease rent payable.

**A-8 AREA**

The area of plot of Built up House allotted may slightly vary at the time of handing over the possession. In that case, for the increased area above the actual allotted area the allottee shall pay the premium of the increased area at the then prevailing rate of the Authority.

Additional construction on first and second floor shall be permissible in accordance with Building Regulations and Directions of the Authority.

**A-9 LOCATION CHARGES**

**(a) For Corner Houses:**

5% of the premium

**(b) For Houses facing park/green belt:**

5% of the premium

**(c) For Houses facing 18/24 meter wide road:**

5% of the premium

**NOTE:** For houses having more than one locational benefit, location charges will be added, but in any case it shall not be more than 15% of the premium of the house.

## **SECTION-II**

### **B ELIGIBILITY**

#### **B-1 GENERAL CATEGORY (Category-I)**

The applicant should be an Indian and competent to contract. He/She should not own any residential plot or house, in full or in part, on lease hold basis or under HPTA (Hire Purchase Tenancy Agreement) License agreement in Greater Noida Industrial Development Area either in his/her wife/husband's name or in the name of his/her minor or dependent children.

In case more than one allotment is made, it shall be the responsibility of the applicant to bring it to the notice of the Authority within a month from the date of issue of the allotment letter and get it cancelled; otherwise, the Authority shall take action as per clause F of the Brochure.

#### **B-2 RESERVED CATEGORY (Category-II)**

##### **Farmers whose land has been acquired or directly purchased by the Authority**

17.5% of the houses are reserved for the farmers whose land has been acquired by Greater Noida Industrial Development Authority (GNIDA) or directly purchased by GNIDA for planned development and the possession has been taken by the Authority on or after 01.04.2003. The land should be within the notified area of Greater Noida on the date of acquisition/purchase. The detailed eligibility conditions and the procedure of allotment under this category has been enumerated as below.-

- a) Only those farmers are eligible whose land has been acquired/purchased and unhindered possession has been taken by GREATER NOIDA on or after 01.04.2003. (Undertaking-I on Stamp Paper of Rs. 10/- given by the farmer as per the proforma given in the Application Form)
- b) The farmer should have been the owner of the acquired/purchased land in individual or joint capacity.
- c) Only those farmers who have been given 15% rehabilitation bonus would be eligible for applying for this category.
- d) He/She should have got the full payment of the acquired land

from the Government on the date of applying for the residential house.

- e) In case the landowner has been given an abadi settlement plot by the Authority and he/she sells the abadi plot within 3 years of allotment, his right to residential scheme reservation shall be cancelled.
- f) He/She should not have availed the reservation in the earlier residential schemes of Greater Noida.
- g) No litigation should be pending with the Authority in any Court of Law by the closing date of the scheme.
- h) No encroachment should have been made by the applicant on land acquired by Greater Noida irrespective of acquired land against which the application for allotment has been made in this scheme. A declaration (undertaking-II) to this effect shall have to be given on Stamp Paper of Rs. 10/- by the farmer as per performa given in the application form, which will be later verified by Projects Division/Land Department and if found incorrect the allotment shall be cancelled.
- i) He/she should have cleared all the dues to the Authority, if any.
- j) The Joint Khata holders shall be the joint owners of the house. No subdivision of the house for sale or otherwise shall be allowed. However, at the time of allotment/registration, if all the joint owners give a no objection towards the benefit of any one or more joint owners, the same can be considered and allotment/registration can be done in the name of the single/joint owner in whose favour the NOC is issued, but the reservation right for all the joint owners shall be surrendered in favour of the applicant in whose favour the NOC shall be issued.
- k) In case a land owner has already been allotted a residential plot or builtup house in his/her name or spouse in any of the residential schemes of the Authority, He/She shall not be eligible to avail the allotment under this reservation scheme.
- l) Allotment shall be given to a farmer only once in a lifetime. The farmer, who gets a house once, shall not be entitled to any reservation in the residential schemes against any acquisition of his land in the future.
- m) In case of the death of the landowner whose land has been acquired, the house entitlement shall be in the joint name of Spouse and own Sons & Dughters in equal proportions.
- n) All other conditions of the Brochure will also be applicable to the

Farmers' Category applicants.

### B-3 HOW TO APPLY

The cost of the brochure is Rs. 1100/-(including 10% T.Tax). The brochure containing application form can be obtained from the Bank/Branches enumerated as below after payment of cost of brochure to the bank concerned. The General Category Applicants can also download the Brochure along with application form, from the website [www.greaternoida.com](http://www.greaternoida.com) In this case please submit a separate demand draft of Rs. 1100/- (including Trade Tax) in favour of Greater Noida Industrial Development Authority, payable at Greater Noida/Noida/Delhi towards the cost of Brochure.

The application form duly completed and signed along with the required registration money and requisite documents should be submitted to any of the below listed Bank branches between 16.02.2008 to 08.03.2008 for all categories.

Sr No	Bank Code	Bank Name
1	01	Oriental Bank of Commerce, Sector-20, Noida
2	02	Oriental Bank of Commerce, The Mall, Kanpur
3	03	State Bank of India, Legerstroemia Shopping Complex, K.P.-I, Greater Noida
4	04	State Bank of India, Personal Banking Branch, 11 Parliament Street, New Delhi
5	05	Union Bank of India, C-56A/28, Sector-62, Noida
6	06	Vijaya Bank, Sector-19, Noida
7	07	Vijaya Bank, Jagat Farm, Sector, Gamma-I, Greater Noida
8	08	HDFC Bank, Alpha Commercial Belt, Greater Noida
9	09	HDFC Bank, H-69, Outer Circle, Connaught Place, New Delhi
10	10	HDFC Bank, 38, Darbari Lal Sharma Marg, Near Vidhan Sabha, Lucknow
11	11	Bank of Baroda, Sector – Gamma II, Greater Noida
12	12	Bank of Baroda, MG Road, Agra
13	13	Bank of Maharashtra, Alpha Commercial Belt, Greater Noida
14	14	Bank of Maharashtra, Bubana Bhawan, Nichi Bagh, Varanasi
15	15	Canara Bank, Gamma Shopping Mall, Greater Noida
16	16	Canara Bank, 85 A, Civil Lines, Bareilly
17	17	Indian Bank, S-7, Gamma Shopping Mall, Greater Noida
18	18	Indian Bank, G-41, Connaught Place, New Delhi
19	19	Punjab National Bank, Mohan Nagar, Ghaziabad
20	20	Punjab National bank, Sector-Alpha-II, Greater Noida

21	21	Axis Bank, Sector-16, Noida
22	22	Dena Bank, Kailash Hospital Campus, K.P.-I, Greater Noida
23	23	Allahabad Bank, sector-10, Noida
24	24	Corporation Bank, Gamma Shopping Mall, Sector-Gamma-I, Greater Noida
25	25	ICICI Bank, Alpha Commercial Belt, Greater Noida

The acknowledgement of the receipt of application form shall be given from the respective Bank duly signed by the Branch Manager. The registration amount should be in the form of a Bank draft/Pay order drawn in favour of **Greater Noida Industrial Development Authority** payable at Noida/Greater Noida/Delhi.

### **SECTION-III**

#### **C AS IS WHERE IS BASIS**

The house will be accepted by the purchaser on "As is where is basis" on a lease of 90 years from the due date of execution of lease deed.

#### **D SURRENDER**

**D-1** In case of surrender before allotment, the entire Registration Money deposited shall be refunded without interest.

**D-2** In case of surrender after 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 any interest.

**D-3** In case of surrender after 30 days but before six months from the date of allotment, 5% of the total premium of the house shall be forfeited and balance amount shall be refunded without any interest. No separate notice shall be given for the same. After six months, surrender shall not be allowed and all deposited money shall be forfeited.

**D-4** In case the allottee fails to deposit the due amount within the stipulated time, allotment will be liable for cancellation and in case of such cancellation, the money so deposited till the date of cancellation will be forfeited.

**E** The date of surrender in the above cases shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal certificate will be entertained.

#### **F CANCELLATION**

In addition to the other specific clauses relating to cancellation, the Authority/Lessor, as the case may be, shall be free to exercise its rights of cancellation of lease/allotment in the case of:

1. Allotment being obtained through misrepresentations/suppression of material facts.
2. Any violation of directions issued, or rules or regulations framed by the Authority, Pollution control Board or by any other statutory body.
3. Default on the part of the applicant/allottee/lessee and breach/violation of terms and conditions of registration/allotment/lease and/or non deposit of allotment amount.

In the event of cancellation, under sub-clauses mentioned above, (1,2,3) the entire deposits till the date of cancellation shall be forfeited and possession of the house will be resumed by the Authority/lessor with structure thereon, and the allottee/lessee will have no right to claim compensation thereof.

#### **SECTION-IV**

##### **G PERIOD OF LEASE AND LEASE RENT**

The allotment of built up house will be given to the allottee on a lease of 90 years and lease rent shall be payable in one lump sum at the rate of 10% of the total cost of the house before possession.

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

The allottee will be required to enter into legal documentation and take possession of the house when it is fully constructed. However, the Authority will inform the allottees to do so within 3 years from the date of allotment. The date of lease deed will be informed by Authority at appropriate time. In the event of failure to execute the lease deed, allottee shall be liable to pay administrative charges at the rate of 1% of the total premium for the extension of one year from the due date given for the execution of legal documents. If the allottee fails, to execute legal documents within the extended time, action shall be taken for cancellation of allotment and forfeiture of deposited money.

##### **I 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.

##### **J MORTGAGE**

The allottee/lessee may, with the previous consent of the lessor, mortgage the house, after execution of lease deed, to any recognized financial institution/Bank for raising loan for the purpose of funding the installments etc. and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

Provided that in the event of sale or fore closure of the mortgage or charged property the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said house as first charge. The decision of the lessor in respect of the market value of the said land/house shall be final and binding on all the parties concerned.

Provided further that lessor shall have pre-emptive right to purchase the mortgage or charged property after deducting such percentage as decided by the lessor on the unearned increase as aforesaid.

The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally involuntary sale or transfer, be it by or through execution of decree of insolvency/court.

## **SECTION-V**

### **K        TRANSFER OF HOUSE**

#### **K-1      TO LEGAL HEIR**

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

#### **K-2      TO OTHER THAN LEGAL HEIRS**

The transfer of house to other than legal heirs will be allowed on request with prior permission of the Chief Executive Officer or any other authorized officer. Such transfer of house may be considered on payment of prescribed transfer charges and fulfillment of the legal conditions as decided by the Chief Executive Officer, who shall have the power to reject or accept such request.

### **L        MISUSE, ADDITIONS, ALTERATIONS ETC.**

The allottee/lessee shall not use the house for any purpose other than residential. The lessee/allottee shall not be entitled to divide the house or amalgamate it with any other house without the prior written permission of Chief Executive Officer or any officer of Authority, authorized by CEO. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premise along with structures thereon, if any shall be resumed by the Authority.

## **M LIABILITY TO PAY TAXES**

The allottee/lessee will be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf, in respect of the house, whether such charges are imposed on the house or on the building constructed thereon, from time to time.

## **N OVERRIDING POWER OVER DORMANT PROPERTIES**

The lessor reserves the right to all mines, minerals, coals, washing gold', earth oils, quarries in or under the house 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 house(s)/house or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO on the amount of such compensation will be final and binding on the applicant.

## **O MAINTENANCE**

**O-1** The allottee at his own expense will take permission for sewerage, electricity, and water connections from the concerned departments of the Authority or from the competent authority in this regard.

**O-2** The allottee will keep the allotted house and the available facilities as well as the surroundings neat and clean and in good condition. If the allotted house is situated in a premises where other houses are also constructed, then the allottee along with allottees of other houses will plan a maintenance programme whereby the entire premises shall be kept neat and clean and well maintained.

**O-3** The allottee will carry out all directions of Authority in respect of the maintenance of building, plot and surrounding areas as well as with regards to the provisions of the Urban Services.

**O-4** In case of non-compliance of these terms & conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and/or expedient.

**O-5** If the maintenance work of any area is not found satisfactory

according to the Authority, then the required maintenance work will be carried out by the Authority and the expenses incurred in carrying out such works will be born by the allottees, collectively or in parts. The decision of the Authority will be final as regards to the expenses incurred in the maintenance work.

- O-6** That the lessee shall abide by all Regulations, Bye-laws, Directions and guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provision of the U.P. Industrial Area Development Act 1976 and rules made therein.
- O-7** That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.

## **SECTION-VI**

### **P OTHER CLAUSES**

- P-1** The Authority reserves the full right for any alteration in design as well as specifications under special circumstances.
- P-2** The Chief Executive Officer or any authorized officer 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.
- P-3** In case of any clarification or interpretation regarding these terms and conditions the decision of Chief Executive Officer of the Authority shall be final and binding on the applicants/allottee/lessee.
- P-4** If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of the allotted house, entire registration money or the deposits, depending on the stage of allotment will be refunded along with simple interest at the rate of 4% per annum if delay in refund is more than one year from such date.
- P-5** Any dispute between the Authority/lessor and allottee/lessee shall be subject to the territorial jurisdiction or the Civil Courts of Gautam Budh Nagar or the Court's designated by the Hon'ble High Court.
- P-6** The registration/allotment/lease will be governed by the provision 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.

**P-7** The allottee, apart from the allotted house, will not demand to utilize any other area (which is not allotted). Wherever, the permission of open space is given, the allottee shall not make any construction whether permanent or temporary.

**P-8** All arrears due to the lessors are recoverable as arrears of land revenue.

**NOTE: IN THE CASE OF ANY DISCREPANCY IN HINDI AND ENGLISH VERSION IN THIS BROCHURE, THE ENGLISH VERSION SHALL BE DEEMED AS FINAL AND BINDING.**

### **PROPOSED SPECIFICATIONS FOR BUILT UP HOUSES**

#### **PLOT AREA 120 Sqm.**

1. R.C.C. isolated/combined footings in foundation for bearing load upto 3 storey (As per permissible FAR).
2. R.C.C. framed, earth-quake resistant structure.
3. Brick work in 1:6 Cement & Coarse Sand mortar.
4. Cement plaster in 1:6 Cement and sand mortar.
5. Sal wood chaukhats for doors & windows.
6. Main door teak wood, for other doors, commercial quality flush door shutters.
7. Glazing on window.
8. Marble stone/ Tile flooring in all rooms.
9. Marble stone/Tile flooring in kitchen & toilets.
10. Glazed tiles on walls of toilets and kitchen.
11. Internal finish with oil bound distemper.
12. External finish with weatherproof paint and partial vitrified tiles on front elevation.
13. Integral water proofing treatment of roof.
14. Copper wiring for internal electrification.
15. Rain water-harvesting system.
16. Boundary wall & gate.