



Residential Plots in Greater Noida

Scheme Code: LOP – 03/2023	
Open/Closing	The scheme shall remain open till all vacant Residential Plots are allotted



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

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Data Sheet

#	Head	Details
1	Date of issue of the Scheme Brochure	As mentioned in the portal
2	Date of closure of the scheme/last date of submission of Application Form	As mentioned in the portal
3	Date of closure of the scheme/last date of submission of application form	Open Ended - the scheme shall remain open-ended till all vacant Residential Plots are allotted.
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 Residential Plots may increase or decrease 3. Residential Plot, additional location charges are applicable as per the policy of the Authority, will be built in to the reserve price.
6	Contact person, designation and contact details (address and phone nos.) in the Authority office	Greater Noida Industrial Development Authority Plot No.1, Knowledge Park-04 Greater Noida City, Distt. Gautam Budh Nagar Phone No.
7	Allotment method for the scheme	E-Auction
8	Availability of scheme brochure	Can be downloadable from the Authority's website www.greaternoidaauthority.in
9	Eligible entities	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 "https://investgnida.in/applications/User/ResidentialApplicationForm.aspx" along with registration money.
11	Registration money/Earnest Money	Adjustable amount equal to 10% of total premium of the Residential Plot for which application is being submitted. The amount shall be deposited online through net-banking/payment gateway on Authority's website https://investgnida.in/applications/User/ResidentialApplicationForm.aspx
12	Payment Schedule	The Successful applicant will have to deposit Allotment money equivalent to 25% of the total premium of the plot (after adjustment of EMD/ Registration money without interest) within 15 days from the date of issue of allotment letter For payment of balance 75% of premium two options will be

		<p>available-</p> <p>Option 1: 2% rebate on bid price will be given to successful applicant who deposits full payment within 60 days from the date of issue of allotment letter.</p> <p>Option 2: Balance 75% of the premium if not paid in 60 days then the balance amount will have to be paid within one year from date of issue of allotment letter, in four quarterly instalments (of 3 months) at simple interest (currently 10%)</p>
13	Reserve Price	<p>As per Sector Wise Rate List as per Clause 32</p> <p>Valid up to 31/03/2023</p>
14	Mortgage Permission Fee	INR 1,000/- & Collateral Security INR 5,000.00/-
15	Transfer charges	Transfer charge applicable as per prevailing policy.
16	Period of lease	90 years from the date of execution of Lease Deed.
17	Lease Rent	As per clause no. 16 of Section II of the Brochure
18	Execution of Lease deed and Possession	As per clause no. 13 of Section II of the Brochure

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 who holds an allotment letter issued by GNIDA.
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. "Reserve Price" is the minimum price as determined by the Authority for this scheme/property and would act as the base price at which the bidding starts.
13. "Total/Original Premium of the plot" is the total amount payable to the Authority calculated as the quoted bid price per sqm multiplied by the total area of the plot. (GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium).
14. "Transfer Deed" is a contractual agreement by which a property (herein land) is transferred from its legal Lessee to another party.
15. "Mutation letter" is the letter issued by competent Authority for change of name on a property

2. Eligibility:

- (i) Only individuals or Group of individuals who are Indian Citizens shall apply. Companies, Firms, Societies and Entities in their Corporate Capacities can apply.
- (ii) Applicant should be competent to enter into contract and should have attained the age of majority.
- (iii) Applicant, their spouse and dependent children should not have been allotted in full or in part, on lease hold or on plots free hold or hire purchase tenancy agreement basis any residential plot or Independent house or flat by Greater Noida.
- (iv) Husband, Wife and their dependent Children will not be eligible for allotment of separate plots and for this purpose, they will be treated as single unit.

3. How to apply & Acceptance of bid

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. Interested parties will need to register and obtain user ID and password on the portal and

- thereafter deposit non-refundable and non-adjustable Processing fee as mentioned in the Data Sheet against each property for participation in the e-auction through online payment on or before date as mentioned on the portal. GNIDA will not be responsible for any payment after that and bid will not be considered.
3. It will be the sole responsibility of the bidder/participant to obtain a compatible computer terminal with internet connection to enable him/her to participate in e-bidding process for any reasons thereof. Ensuring internet connectivity at the bidder's end shall be the sole responsibility of the bidder. Any request/complaint regarding the connectivity of internet at the bidder's end will not be entertained in any form and shall not be basis of cancellation of the bidding process.
 4. Group of residential plots having the same size and same earnest money, are likely to be put up for e-auction on a day. Bidder has to apply separately for each plot and is required to deposit a separate EMD for each advertised property/plot.
 5. The Authority may without assigning any reason thereof withdraw any or all the sites from the e-auction at any stage and is not bound to accept the highest bid or all bids even if they are above the reserve price.
 6. Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
 7. Bidding will not be permissible below the reserve price/allotment rate of the residential plot.
 8. The bid submitted shall be with an incremental value of 1(one) percent of the Reserve Price of the plot rounded to closest figure in thousands.
 9. If the bidding continues till the last 5 minutes of the scheduled/extended closing time of auction, in such case, the bidding time shall be automatically extended for further 15 minutes from the last Bid.
 10. Post registration, e-bidder shall proceed for login by using his ID and password. Bidder shall proceed to select the event he is interested in. the e-bidder would have following options to make payment towards e-brochure fees, processing fees and EMD through valid:

A.	Credit Card	: For document download fee and processing fee
B.	Net Banking	: For document download fee, processing fee and EMD
C.	NEFT	: For document download fee, processing fee and EMD
D.	RTGS	: For EMD
E.	Branch Option (SBI Cheque) at SBI branch	: For document download fee, processing fee and EMD
 11. Incomplete bid documents will not be considered.
 12. The Bidder/Applicant cannot withdraw the offer/ bid once made.
 13. The qualification Bids shall be opened by the Committee constituted for this Purpose by GNIDA.
 14. After verification of related documents upload by the highest Bidder/Applicant, allotment letter to the successful highest Bidder/Applicant will be issued by GNIDA within 30 days of the closure of auction.
 15. Portal for e-auction <https://etender.sbi> can also be accessed through a link at GNIDA website www.greaternoidaauthority.in
 16. Customer Care for technical support on registration, deposit of fees, e-auction etc. Phone: 022-22811110 email: etender.support@sbi.co.in
 17. For further inquiries contact: Office of the Desk Officer Residential Department, Plot No. 1, KP

IV, Greater Noida, Uttar Pradesh 201301 between 10.00 AM to 12.00 PM.

18. The GNIDA may, without assigning any reason, add one or more Residential Plot in the scheme and/or withdraw any one or all the Residential Plot from the scheme at any stage. The size of the Residential Plot may be increased or decreased.
19. The GNIDA may accept or reject any offer, including the highest bid or cancel the scheme, and its decision in this behalf shall be final and binding on the Bidders/Applicants.
20. There will be no correspondence on issues/grounds raised in Disqualified Bids.
21. Applicant must review the Scheme Brochure along with any supporting document (if any), which depicts the details of Residential Plot on offer and general terms and conditions, which shall be applicable for the sale of the selected Residential Plot.
22. In case of non-payment of application related fees, the application shall be rejected by the Authority.
23. The Authority may without assigning any reason withdraw the Allotment process for any or all the Residential Plot at any stage.

4. Language and currency

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

5. Applicant's responsibility

1. It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:
 - a. The eligibility criteria and other information/requirements, as set forth in the scheme brochure
 - b. All other matters that may affect the Applicant's performance under the terms of this scheme brochure including all risks, costs, liabilities and contingencies.
2. GNIDA shall not be liable for any mistake or error or neglect by the Applicant.

6. Allotment process

1. The scheme shall remain open-ended till all vacant Residential Left-over plots are allotted or till further notice.
2. Allotment Committee: The application shall be scrutinized by a designated Allotment Committee. The final decision of the Authority in this regard shall be final. The "Authority" shall have the right to accept or reject any offer without any reason.
3. Scrutiny of applications: The application along with the requisite documents will be scrutinized by the Allotment Committee. If the applications are found to be incomplete/ information is incorrect, the authority may reject the application or may seek clarification if deemed necessary.
4. Allotment of all Residential plots will be done through E-Auction process wherein the E-bidder will bid for the highest bid against the reserve price mentioned in the E-brochure. Those plots which will have single bid during e-auction, they will be floated for roll over-auction, out of those plots which will have single bid in second auction also final decision will be done on recommendation of Authority Committee by CEO, Greater Noida.
5. The plots will be allotted on the basis of layout plans
6. Applicant may bid for multiple plots but he has to deposit Brochure/processing fee and EMD for each plot separately. In case the applicant succeeds as highest bidder in one bid then the bidding process for that applicant for her /his other applications will get automatically locked. For example during e-bid process if a person has applied for four plots, (say A,B,C,D) then he will have a visibility of only those four plots out of all the plots which are available for auction. And during the process if that person becomes highest bidder in one particular plot say on plot no. A

then his bidding capacity will get locked in other three plots i.e. in plot No. B, C & D. And finally if that person is highest bidder in one plot, EMDs of other three plots will get refunded else if the person doesn't succeed in becoming highest bidder in anyone of the plots, then his EMDs of all the plots will get refunded.

7. Unsuccessful applicants in e-Auction, will be refunded their Earnest Money without interest within 30 days of the last date of e-Auction. The amount shall be refunded to the account number/ bank as mentioned in the application form or the account from which payment of Earnest money was made.
8. After the e-auction, the Allotment Committee shall recommend the allotment of Residential Plot.
9. There will be no correspondence on issues/grounds raised in Disqualified Proposals.
10. Issue of allotment cum allocation letter: The Allottee shall be informed about the allotment via an allotment cum allocation letter with specific plot number. The Allotment Letter shall be issued within 30 days from the date of approval of allotment.
11. After e-auction the list of vacant Residential Plot will be uploaded on the date as mentioned on the Portal.
12. List of available plots for allotment are displayed on the Website of the Authority. Number of plots may increase or decrease depending on the availability of land at the time of allotment. CEO reserves the right to withdraw any plot for the allotment process at any time, without assigning any reason.

7. Lockin process in Detail

As per the norms of Greater Noida Authority, one person can have only one allotment for himself. For this during e-auction process bidders are restricted to be highest bidder for bidding of only one single plot. For this Greater Noida Authority has introduced lock-in process during e bidding.

This process would restrict a person to be highest bidder for only one plot. This process would be active all through the auction and every time bid of a person becomes highest for one plot, his bidding capacity will get locked for the other plots (for which he has submitted EMD).

8. Extension of time limit for deposit of Allotment money

1. No extension regarding time period will be allowed for the deposit of allotment money. In case of default in Allotment Money, the allotment letter will be cancelled and the registration money will be forfeited by the Authority.
2. However, under special circumstances, the CEO or Authorised Officer of GNIDA, can at his/her discretion, may grant an extension with a penal interest of 3% per annum on pro rata basis over and above the simple interest of MCLR + 1%. This translates to 13% per annum based on prevailing MCLR rates (July 2022 and is subject to change)

9. Payment Schedule

- (i) The Successful applicant will have to deposit Allotment money equivalent to 25% of the total premium of the plot (after adjustment of EMD/ Registration money without interest) within 15 days from the date of issue of allotment letter via email. In case of non-payment of Allotment money within 15 days, the allotment will be treated as withdrawn and cancelled and the Earnest Money shall be forfeited in favour of the GNIDA. However, extension of time for depositing allotment money may be granted in exceptional circumstances by the Chief Executive Officer, GNIDA or any officers authorised by him subject to payment of interest for the delayed period on due amount as per the prevailing policy of GNIDA.
- (ii) For payment of balance 75% of premium two options will be available
 - a) 2% rebate on bid price will be given to successful applicant who deposits full payment within 60 days from the date of issue of allotment letter.

- b) Balance 75% of the premium if not paid in 60 days then the balance amount will have to be paid within one year from date of issue of allotment letter, in four quarterly instalments (of 3 months) at simple interest (MCLR rate + 1%, currently 10%). Interest rate will be as per SBI MCLR rate which is revised in every 6 months (every year in the month of Jan & July). If instalments are not paid on time 3% penal interest will be imposed over and above the simple interest applicable.

10. 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. 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.

11. As is where is basis

1. The Residential Plot will be accepted unconditionally by the Allottee on "As is where is basis" on lease for a period of 90 years. Applicants are advised to visit the plot before applying for e-auction.

12. 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

13. Execution of Lease Deed

1. The concerned manager will issue a checklist to the successful bidder within 30 days
2. The Allottee is required to execute the Lease Deed within 30 days of receipt of checklist. Thereafter the allottee is expected to take immediate possession.
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.
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. However, under exceptional circumstances, the CEO, Greater Noida may allow an extension, with a penalty of 1% per month of the total e-auction premium of the Residential Plot applicable on a pro-rata basis.
6. If the Allottee fails, to execute the Lease Deed within the extended time, which shall be a maximum period of 1 year, action for cancellation of allotment and forfeiture of deposited money shall be taken.

14. 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.

15. Period of lease:

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

16. Lease Rent

In addition to the premium of plot, the lessee shall have to pay yearly ground rent/lease rent as indicated below :

- a) The lease rent will be 1% of the plot premium for the first 10 years of lease period.
- b) The lease rent will be enhanced 50% after every 10 years i.e. 1.5 times of the prevailing lease rent. Separate notice to this effect may not be issued.
- c) The lease rent shall be payable in advance every year. First such payment shall fall due on at the date of execution of lease deed and thereafter, every year, on or before the date of execution of lease deed. Delay in payment of the advance lease rent will be subject to interest as decided by GNIDA from time to time. Onus of payment of lease rent would remain with the allottee/lessee.

OR

One Time ground/lease rent equivalent to 10 times of the amount of annual lease rent shall be payable by the allottee at the time of execution of lease deed.

17. Possession of the Residential Plot

1. Possession of allotted Residential Plot will be handed over to the Lessee after execution and registration of Lease Deed.
2. For the purpose of payment of Lease Rent and other statutory or scheme compliance, possession shall be deemed from the date of execution of Lease Deed.

18. Variation in actual area of allotted Residential Plot

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

19. Surrender of Allotment

1. In case the applicant wishes to withdraw their application, EMD prior to the date of E-Auction the applicant/ e-bidder may be permitted to do so. However, such application must reach the Authority at least 72 Hours before the e-Auction date. Deposited earnest money shall be refunded to the applicant without any interest.
2. In case the successful e-bidder/allottee wishes to surrender the allotment before the issuance of allotment letter then the entire EMD will get forfeited.
3. In case the successful e-bidder allottee wishes to surrender the allotment within 15 days from the issuance the allotment letter then the entire EMD will get forfeited.
4. In case the allotted plot is surrendered after 15 days from the date of issue of allotment letter but before execution of lease deed, entire EMD +10% of total premium of plot discovered through e-bid shall be forfeited. In no case, the deduction shall be greater than the deposited amount.
5. In case the allotted plot is surrendered after execution of lease deed, 25% of total premium of plot discovered through e-bid shall be forfeited. In no case, the deductions shall be greater than the amount deposited.
6. Under no circumstances, request for surrender shall be entertained after receiving full payment, (I) after 60 days in case the allottee had paid the entire premium (as discovered through e-Bid) or (II) after 01 year in case the allottee has paid the entire premium (as discovered through e-Bid) in instalments, from the date of issue of allotment letter.”
7. During the bidding process, it shall be the responsibility of the bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money deposit.
8. The signatures and Photo of the applicant on application for surrender of allotment of plot should be attested by Gazetted Officer/Banker.

20. Mortgage

1. The Allottee/Lessee may, with the previous consent of the lessor, mortgage the Residential Plot 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, transfer, auction 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 Residential Plot has been Leased/Possession by the Authority and 100% premium of the plot has been paid. For the purpose of granting collateral security, processing fee of Rs. 5000/- would be charged.

21. Transfer of Residential Plot

Subject to the following conditions a Allottee/Lessee will be allowed to sell/ transfer the Residential Plot 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 Residential Plot and payment of all dues.
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 website of GNIDA, along with the transfer charges and Processing fees or online system developed by GNIDA
4. The Transfer application form should be duly filled online along with all types of dues paid 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 Residential Plot would be transferred only for residential purpose only.
7. Transfer of partial area of Plot/House shall not be considered.
8. Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter (through ERP system or via Online Services) by the Allottee and after the following:
 - I. payment of prescribed fees/charges,
 - II. clearance of all up to date dues, and
 - III. overdue installment towards premium of land.
9. Once transfer is approved and the Transfer Memorandum is issued and transfer deed is executed, all the assets and/or liabilities against the Residential Plot would pass on to the transferee.
10. 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.
11. Transfer of property by Allottee/Transferee, to his/her parents, grandfather, grandmother, grand children, children, wife & vice versa would be allowed without transfer charges.
12. The allottee can at time request name of his wife/husband/Spouse (*proof of marriage /wife/ husband/ Spouse to be submitted*) to be included as joint allottee and it will be done without any fees or 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 180 days from the date of issue of the Transfer Memorandum by GNIDA. The transfer memorandum will be valid for 180 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 180 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 as per prevailing policy of GNIDA will be levied and Auctioneer or Buyer has to pay entire pending dues of GNIDA on the plot.

22. Mutation of Residential Plot

1. Upon the death of the Allottee/Lessee transfer/mutation of Residential Plot 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.

23. Misuse, Additions, Alterations, etc.

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

24. 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 GNIDA or any other authority empowered in this behalf, in respect of the Residential Plot, whether such charges are imposed on the Residential Plot or on the building constructed thereon, from time to time.

25. 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 Residential Plot 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 Residential Plot 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.

26. 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 the event of cancellation,
 1. Under Point No. 1; the entire deposits till the date of cancellation shall be forfeited and possession of the Residential Plot 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. In case cancellation is because of point no 2,3 above 40% of the total premium (*after deducting all interest component*) will be forfeited. Remaining 60% part of the total premium if any will be refunded without interest.

27. Restoration of Allotment

GNIDA can exercise cancellation of Residential Plot for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of Lessor/GNIDA can restore the plots as per the prevailing policy of the Authority as the time of submission of request letter after payment of applicable fees and charges. The current prevailing policy for reference of the Applicant is as follows:

1. The application of restoration of Residential Plot shall be made within 30 days from the date of cancellation.
2. The decision about the restoration of the Residential Plot 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 as per prevailing policy of GNIDA on the date of application. (*Present rate is @10% of the total premium of the Residential Plot at prevailing reserve price applicable on date of restoration application or original allotment rate post e-auction, whichever is higher*)
4. The Allottee will have to pay upto 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.
7. In case allotment had been cancelled due to illegal/unauthorized activities the restoration of the Residential Plot shall only be considered at the sole discretion of CEO that too 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.

28. Implementation and Extension (Construction Norms)

1. Development Norms shall be as per the prevailing Building Regulations/ Byelaws of GNIDA on the last day of Application/Proposal submission date. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as existing on the last date of Bid Submission of GNIDA shall prevail. It is made clear that in case there is any upward revision of FAR/GC/Set back in the building byelaws/regulations after the allotment is made then the same shall not be available to the Allottee / Lessee except, inter-alia on payment of charges, if at all admissible under the prevailing policy of Authority. All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater Noida Authority and the amendments made there in from time to time.
2. The Allottee will commence the construction after taking over physical possession of the plot as per duly approved building plan and inform in writing to GNIDA about timely completion of the approved project.
3. The Allottee will adhere to the schedule of construction and completion of the Residential Plot as given in the point no. 4 and inform the Authority in writing in the prescribed format.
4. Time allowed for Completion: The lessee shall be required to complete the construction of minimum of the total FAR. (As defined in the Building Byelaws) of the allotted plot as per approved layout plan and get completion certificate accordingly issued from the building cell of

- the Authority within a period of two (2) years from the date of execution of lease deed.
5. Extension for Completion: However, in any circumstances, the completion is not done, the Allottee may be granted extension by the Authority as per the prevailing policy of GNIDA at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges.
 6. The current extension charges applicable for construction period for reference of the Applicant are as follows:

Sr. No.	Time period post initial 2 years	Time extension charges for First Phase
1	1 st Year	1 % of the total original Premium
2	2 nd Year	2 % of the total original Premium
3	3 rd Year	3 % of the total original Premium
4	4 th Year	4 % of the total original Premium
5	5 th Year	5 % of the total original Premium

Note: All permission of extension and penalties will be calculated from the date of execution of lease deed.

7. The allottee/lessee shall complete minimum applicable FAR (First Phase) according to the Building Regulations of GNIDA and obtain Completion Certificate of the project from GNIDA within the time limit as provided above.

29. Development Norms

1. The Allottee can do development for as per the prevailing Building Regulations/Byelaws of the Authority on the last day of Bid Submission.

30. Permissible Norms

1. All the infrastructural services within the plot area only shall have to be provided by the Allottee as per GNIDA rules.
2. All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.
3. The plot shall be used only for residential purpose. The allottee shall not indulge in any such act/activity on the premises which may amount to change in land use and/or is likely to cause pollution or nuisance. Use of residential plot or part thereof for the purpose of non residential purposes e.g. shop, office, nursing home, school etc., would amount to breach of conditions and allotment/lease deed of plot would deemed to be cancelled/determined even without issuing notice for cancellation. The Authority shall be free to re-enter into the premises after giving 15 days notice to vacate the plot / premises.
4. Provisions related to the fire safety/water harvesting etc. shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).
5. The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.
6. All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater Noida Authority and the amendments made there in from time to time.

31. 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 or by way of any settlement, the Allottee/Lessee shall be bound to pay such 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 Residential Plot, 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 Residential Plot, 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 Residential Plot can also be owned jointly by husband/wife.
10. Mere deposit of registration amount would not constitute a right to allotment of a Residential Plot.
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 Residential Plot available for allotment may be increased / reduced at the discretion of the Authority.

32. Land Rates

Rate Analysis of Residential Plots in Greater Noida Region (Sq.Meter)		
GNIDA Approved Rates and Slabs		
ZONE	Sector	All Slab
A	Alpha 1,2, Gamma 1,2, Beta 1,2, Delta 1,2,3 & Swarn Nagri	39,000
B	Chi 2,3,4,5, Chi-Phi Ext, P 1,2,3,4,5,6,7,8, Pi 1,2, Phi 1,2,3,4, Phi-Chi, Sector 36,37, Sector 2, Sector 3	36,000
C	Eta 1, Omicron 1,1A,2,3, Xu 1,2,3, Zeta 1,2, Mu 1,2, Sigma 1,2,3,4	34,000
D	Sector 1, 4, 11,12,16C,17,20, Sector-Tech zone	29,000

Event ID No _____

ANNEXURE-C

(FORM IS TO BE FILLED IN BLOCK/CAPITAL LETTERS)
GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
RESIDENTIAL PLOTS SCHEME NAME _____
(w.e.f. _____ to _____)

Paste photo here

1. Application for Plot No _____ Block _____, Sector _____ Area(sq.m) _____
2. Details _____ of _____ Deposit _____ of _____ Earnest _____ Money
Amount _____
IMPS/UTR No/RTGS No _____ Date _____ Bank Name _____
_____ Branch _____

3. Applicant's Account No to which refund is to be made
Account No _____
Bank Name _____ Branch _____

IFSC Code _____
4. Full Name of the Applicant (In Capital Letters) _____
_____ Gender _____
5. (i). Father's /Husband's name of the Applicant _____
(ii) Wife/Husband Name (Incase Applicant is Married) _____ Aadhar No _____
6. (a) Present Address (In Capital Letters) _____
_____ MOBILE NO _____ Email ID _____
(b) Permanent Address (In Capital Letters) _____
_____ MOBILE NO _____
7. Age _____ Years, Date of Birth _____ / _____ / _____
8. APPLICANT PAN No _____
9. APPLICANT AADHAR No _____
10. **Dependent family members (Children):-**
 1. NAME _____ AGE _____ RELATION _____ DEPENDENT AADHAR NO _____
 2. NAME _____ AGE _____ RELATION _____ DEPENDENT AADHAR NO _____

DECLARATION

I hereby declare that the above information is true to the best of my knowledge and belief, Nothing has been concealed and no part of it is false. I further declare that I have carefully read and understood the terms & conditions of the scheme for residential plot and do hereby agree to abide by the same. The Authority has full right to cancel my application form or allotment of plot without assigning any reason thereof.

Date:

Place:

SIGNATURE OF THE APPLICANT