

APPLICATION FROM NO.

PRICE RS.5000/-

**SCHEME FOR ALLOTMENT  
OF  
GROUP HOUSING PLOTS**

**SCHEME CODE : GH-2009 (II)**

**PLOT SIZE : Above 60000 Sq. mtrs**

**Scheme opens on 04.06.2009 and closes on 25.06.2009**

**Tender submission on 25.06.2009 from 10.00 AM to 12.00 noon.**

**Opening of Technical Qualification Bid on 25.06.2009 at 3.00 PM**

## TERMS & CONDITIONS FOR ALLOTMENT OF GROUP HOUSING PLOTS

New Okhla Industrial Development Authority (NOIDA) invites sealed tenders in two-bid system in the prescribed Application Form for allotment of Group Housing Plots in various sectors for a lease period of 90 years. Terms and conditions for allotment of these plots are described herein:

### A. DETAILS OF PLOTS

#### PLOT AREA ABOVE 60,000\* SQ.MTRS.

Sl. No.	Plot No.	Sector	Area of Plot (Sq. Mtrs.)	Density (net of the pocket) (PPHA)	Reserve Price (Rs. Per Sqm.)
1.	GH-003	45	72,500	1650 ± 5.00%	20400
2.	GH-001	121	1,17,000	1650 ± 5.00%	20400
3.	GH-001**	137	1,20,000	1650 ± 5.00%	20400

\*Areas are tentative and can be increased or decreased at the time of handing over of possession.

\*\* The allotment of above plot shall be made after obtaining approval of State Govt. on change of land use.

### B. NORMS OF DEVELOPMENT

The tenderer is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

Maximum permissible Ground Coverage	40 %
Maximum permissible FAR	2.75
Set backs	As per Building Bye-laws
Maximum Height	No Limit

### C. ELIGIBILITY

1. Any proprietor or partnership firm, private or public limited company or a consortium of any of the above, can submit tender. The firms and the companies should be registered in India.
2. The tenderer should be competent to contract.

3. The tenderer can Bid for a maximum of 2 (two) plots out of all plots offered in above Scheme. However, in that case net worth of the applicant should exceed aggregate net worth required for each plot applied for by the applicant taken together. In case the two adjoining plots are allotted to any successful bidder, amalgamation of the said two plots shall be permissible automatically.
4. If a company wants to apply through a subsidiary company, then it should have minimum of 51% share holding in the subsidiary company. It is clarified that in this case the applicant will be the subsidiary company who will have to qualify the minimum requirements of net worth, solvency and turnover.
5. In case of company, Board resolution authorizing the applicant to sign on behalf of the company shall be attached with the tender application form.
6. In case of partnership firm having more than one partner, all the partners are required to sign the tender document and the attached documents. In case the documents mentioned above are not signed by all the partners, then necessary authorization letter from all the other partners should also be enclosed.
7. In case of partnership firm the following should be enclosed:
  - i. a certified copy of duly registered partnership deed
  - ii. certificate issued by Registrar of Firms'

In case of company the following should be enclosed:

- i. list of directors duly certified by the Statutory Auditors/ Chartered Accountant
  - ii. list of share holders with number of allotted shares duly certified by the Statutory Auditors/ Chartered Accountant
  - iii. copy of its Memorandum and Article of Association
8. In case bidders have formed a consortium;-
    - a) Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with Authority. Lead member should be the single largest shareholder having at least 26% share in the consortium. The shareholding of the lead member in the consortium shall remain unchanged till the "Completion Certificate" of at least one phase of the project is obtained from the Noida Authority. Each member of the consortium with equity stake of at least 10% will be considered as the "relevant member". The Lead Member of the consortium must necessarily be Firm/Company registered in India with the appropriate statutory Authority.
    - b) The lead member and the relevant members should jointly qualify the minimum requirement of net worth, solvency, turnover and experience.
    - c) In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MOA shall clearly define the role

and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. The MOA should state that all members shall be jointly and severally responsible for the successful implementation of the project. MOA should be submitted in original duly registered with appropriate authority.

- d) The members shall submit a registered Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme, and in case the plot is allotted to them, to form a 'Special Purpose Company', hereinafter called SPC, that will subsequently carryout all its responsibilities as the allottee. The registered MOA must specify the equity shareholding of each member of the Consortium in the proposed SPC. The SPC must necessarily be a Company registered in India with the appropriate statutory Authority.
- e) Execution of the lease deed will be made in favour of Special Purpose Company (SPC), which should be a registered firm or an incorporated company. The members of the consortium shall have to retain their shares as per MOA, till completion of the project. However, in the exceptional circumstances, the change in consortium shareholding structure may be permitted by the NOIDA, but the status of the lead member shall remain unchanged in all circumstances till the completion of project.
9. Successful bidders can change the name of the executing company/body corporate within 60 days from the date of acceptance of tender after taking prior permission from the Authority, provided the promoters remain the same. Undertaking to this effect should be given to the Authority.
10. However, the Applicant/SPC will be allowed to Transfer/Sell up to 49% of its shareholding, subject to the conditions that the original "Relevant Members: including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding and the "Lead Member" shall remain unchanged till the Applicant/SPC obtains the "Completion Certificate" from NOIDA.

#### **D. ESSENTIAL QUALIFICATIONS**

##### **D1. FINANCIAL:**

<b>Parameters</b>	<b>For Plot Area above 60000 sq mtrs</b>
Minimum Net Worth as on 31.03.2009 duly certified by the tenderer's statutory auditors/ Chartered Accountant	Rs. 75.00 Crores
Minimum Solvency as per Certificate not more than 6 months old from Nationalised/Scheduled Bank	Rs. 10 Crores
Minimum Total Turnover from real estate activities for last 3 accounting years duly audited by the tenderer's statutory auditors/ Chartered Accountant i.e. 2006-07,2007-08 and 2008-09, as per Annexure-I (b) of this brochure	Rs. 200 Crores
Registration money	Rs. 10 Crores
Processing Fee (Non adjustable/non refundable)	Rs. 5.00 lacs

- (i) All amounts are in Indian National Rupees.
- (ii) In case of a consortium, the above information should be provided for the "lead member" and the "relevant members" only, who should jointly qualify the technical & financial eligibility criteria, as enumerated in C-8 and D1 above.
- (iii) In case the tenderer / consortium member is a company, then the qualifications of its holding company or subsidiary companies can also be considered as the qualifications of the applying company / consortium member.

## **D2. NET WORTH CALCULATION:**

- (i) In case of a Company, Net-worth= Paid up share capital (excluding share application money) plus Reserves and surplus (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less miscellaneous expenditure to the extent not written off; less accumulated losses ;less intangible assets. Net Worth statement certified by the statutory auditors/ Chartered Accountant of the Company should be submitted.
- (ii) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm excluding intangible assets, if any. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the firm should be submitted.
- (iii) Individual Net Worth statement (relating to application made by proprietorship firm) certified by the tenderer's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax return with all its enclosures submitted to Income Tax Authority should be submitted.

## **D3. WORK EXPERIENCE**

- (i) List of minimum two projects related to real estate development and construction activities (excluding merely trading in real estate) like land development/housing/colonizing jobs of bonafide allotted land/commercial development/IT ITES Projects executed or built by the firm/ company / relevant consortium members along with approximate cost and date of execution in the last 5 years, as per Annexure-1(c). Copy of completion certificate obtained from appropriate authority should be enclosed. This information may be kept in envelope No.1
- (ii) Minimum average turnover for the period in the field of real estate development and construction activities should be as mentioned above in 'Financial Status'. Turnover from real estate development and construction activities giving bifurcation of income from major activities duly certified by the statutory auditor/C.A. should be furnished with the application.
- (iii) List of such projects in hand at present and their status, cost and expected time of completion.
- (iv) Organization chart, list of staff, details of in house architectural facilities, list of structural consultants/engineers used during the said last three years.
- (v) Turnover mentioned in this tender document means only turnover relating to real estate activities as described in para D3(i) above.

## **E. HOW TO APPLY**

1. The intending bidder may apply for allotment of plot on prescribed Application Form. The Form shall be made available from 04.06.2009 to 25.06.2009 on payment of Rs.5,000/- at **Union Bank of India, Sector-62, Noida, HDFC Bank, Sector-18, Noida and Vijaya Bank, Sector-6, Noida** Noida.
2. The registration money and processing fee should be in the form of Bank Draft/Pay Order in favour of New Okhla Industrial Development Authority payable at New Delhi/Noida
3. Two Separate envelopes should contain technical qualification bid (ENVELOPE No.1) and financial bid (ENVELOPE No.2), respectively.
4. Both these envelopes should be sealed and super scribed as **TECHNICAL QUALIFICATION BID (ENVELOPE No.1) FOR GROUP HOUSING PLOT NO.....SECTOR.....** and **FINANCIAL BID (ENVELOPE No.2) FOR GROUP HOUSING PLOT NO.....SECTOR.....**, respectively.
5. Both these sealed envelopes should be put into one envelope which should be super scribed as application for **GH-2009(II) FOR GROUP HOUSING PLOT NO.....SECTOR.....**. This envelope should also be sealed before putting into tender box.
6. The demand draft for processing fee & registration money should be attached with technical qualification bid documents.
7. The following documents are required to be submitted with the "Technical Qualification Bid" documents placed in Envelope No.-I after getting them duly certified by the tenderer's statutory auditors/ Chartered Accountant.
  - i. Certified true copy of Certificate of Incorporation/ Certificate for Commencement of Business.
  - ii. General information of the tenderer as per Annexure-1 (a)
  - iii. Certified true copy of Memorandum & Articles of Association
  - iv. List of Directors certified by a Chartered Accountant
  - v. List of Shareholders certified by the statutory auditors/ Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e of promoters, institutions, corporates and the public.
  - vi. Audited annual reports for the last three (3) years i.e. 2006-07, 2007-08 and 2008-09 (in case unaudited for the year 08-09, CA's certified annual report should be submitted). In case of a Consortium, the audited annual reports of each MEMBER of the consortium for last three years shall be submitted, as per Annexure-1 (b).

- vii. Board resolution authorizing the person for making this application
- viii. Partnership Deed in case of Partnership firm
- ix. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the Company/ Partnership firm.
- x. Certificate of Turnover from real estate activities for the said last three years certified by the statutory auditors/ Chartered Accountant of the Company/ Firm as per format given in Annexure-I (b).
- xi. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank.
- xii. Details of work experience along with copies of completion certificates, issued by the concerned statutory authority as per format given in Annexure-I (c).  
Apart from the above list (not exhaustive) relevant documents mentioned in other part of this document also needs to be submitted.

#### **F. ACCEPTANCE OF TENDER**

1. Technical qualification bids for the tenders will be received on 25.06.2009 from 10.00 A.M. to 12.00 noon in the office of Assistant General Manager (Group Housing Plot), Sector 6, Noida and will be opened in the presence of the bidders at 3.00 p.m. on the same day in Indira Gandhi Kala Kendra, Sector 6, Noida. The presence of all the tenderers is solicited.
2. All the "Technical Qualification Bids" shall be examined by the NOIDA, who shall declare the list of the technically qualified bidders. The decision of the NOIDA in this regard, shall be final and binding on all the bidders.
3. The Financial bids of only technically qualified bidders shall be opened subsequently. The Technically Qualified bidders shall be informed of the time and date of opening of financial bids. The Unqualified Technically bidders will not be informed regarding the opening of financial bids. However the list of technically qualified bidders along with the schedule of opening of financial bids shall be displayed on the notice board of the authority.
4. In case more than one tender of same highest amount is received against the plot, an auction will be conducted amongst these highest amount bidders, so as to enhance the highest financial bid quoted.
5. Incompletely filled tender document will be summarily rejected.
6. The tenderer cannot withdraw the Offer/Tender once made.
6. The Chief Executive Officer of the Authority may, without assigning any reason, withdraw any one or all of the plots from the scheme at any stage. Similarly size of the plot may be increased or decreased.
7. The Chief Executive Officer may accept or reject any offer, including the highest bid, and his decision in this behalf shall be final and binding on the tenderer.

8. There will be no correspondence on issues/grounds raised in technically disqualified bids.

## **G. PAYMENT**

1. All payment should be made through a demand draft/pay order drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/Noida. The applicant/ allottee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.
2. The successful bidder shall be required to pay 5% of the total premium of the plot as reservation money after adjusting registration money within 30 days from the date of issuance of Acceptance Letter, otherwise the claim for allotment will be treated as deemed cancelled. No correspondence will be entertained in this regard. After confirming the receipt of 5% amount as mentioned above, the formal Allotment letter will be issued.
3. The allottee on issue of formal Allotment Letter shall then be required to pay 5% of the total premium of the plot as allotment money within 60 days from the date of issuance of such allotment letter.
4. The allottee shall also deposit due stamp duty for lease deed in treasury of District Gautam Budh Nagar and should produce a certificate to that effect in Group Housing Department Noida within 90 days from the issue of formal allotment letter.
5. There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum compounded half yearly , accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance 90% premium of the plot along with interest will be paid within next 8 years in the following manner :-
  - i) 1<sup>st</sup> instalment together with interest @ 11% per annum (compounded half yearly) will fall due after 36 months from the date of issuance of allotment letter with 5% of the total premium of the plot.
  - ii) 2<sup>nd</sup> instalment together with interest @ 11% per annum (compounded half yearly) will fall due after 42 months from the date of issuance of allotment letter with 5% of the total premium of the plot.
  - iii) 3<sup>rd</sup> instalment together with interest @ 11% per annum (compounded half yearly) will fall due after 48 months from the date of issuance of allotment letter with 5% of the total premium of the plot.
  - iv) 4<sup>th</sup> instalment together with interest @ 11% per annum (compounded half yearly) will fall due after 54 months from the date of issuance of allotment letter with 5% of the total premium of the plot.
  - v) Remaining 70% of the total premium due along with interest @ 11% per annum (compounded half yearly) in 11 (eleven) equal half yearly instalments. 1<sup>st</sup> instalment shall be due after 60 months from the date of issuance of allotment letter.

In case of default in depositing the instalments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

6. Premium referred to in this document means total amount payable to the Authority for the allotted plot.
7. All payments should be remitted by due date. In case the due date is a bank holiday then the allottee should ensure remittance on the previous working day.
8. In case of default, the allotment offer will be considered as cancelled without any further notice and the amount equivalent to registration money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause 'H' of this document.
9. The payment made by the allottee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
10. Lease Rent shall be paid in accordance with Clause M of this document.
11. In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.

#### **H. EXTENSION OF TIME**

1. Normally extension for depositing the reservation money, and allotment money shall not be allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned, the NOIDA may grant a maximum of 30 days extension to deposit the reservation money/allotment money, subject to the payment of interest @ 14% (11% normal interest + 3% penal interest) per annum on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.
2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority.
3. However, in such cases of time extension, interest @ 14% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
4. Extension of time, in any case, shall not be allowed for more than 60 days for each instalment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
5. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

#### **I. AREA**

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of plot will proportionately vary due to such variations. If such variation is within 10% limits, no surrender shall be allowed. However, if such variation is more than 10%, allottee will have the option of surrendering the allotment and taking back the entire amount deposited by him/her without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted tender rate at the time of communication about the additional land. Payment of premium of the additional land will be made as per clause G10 & 11 of this document.

**J. AS IS WHERE IS BASIS / LEASE PERIOD**

The plots will be accepted by the allottee on an "As is where is basis" on a lease for a period of **90 years** starting from the due date of execution of the lease deed.

**K. UNSUCCESSFUL APPLICANTS**

Registration Money without interest will be returned to the unsuccessful bidder after completion of tender process. However, processing fee shall not be refunded. The Authority reserves the right to retain/ forfeit the Registration Money in case the information furnished by the applicant is found to be incorrect/ misleading with regard to net worth, turnover, experience and other material facts.

**L. SURRENDER**

The request for surrender of plot will only be considered prior to cancellation, as per following provisions:

1. In case of surrender before the issue of acceptance letter 50% of the registration money shall be forfeited.
2. In case of surrender, after the deposit of reservation money but before the date of deposit of allotment money, the deposited amount would be refunded, without any interest after deducting the registration money
3. In case of surrender, after the deposit of allotment amount but before the execution of lease deed, the deposited amount would be refunded, without interest after deducting 10% of the total premium of plot.
4. Surrender after execution of lease deed shall not be allowed.
5. The date of surrender in the above case shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal delay, etc., will be entertained.

**M. LEASE RENT**

In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

- (i) The lease rent will be 1% of the plot premium for the first 10 years of lease period.
- (ii) The lease rent shall be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) Delay in payment of the advance lease rent will be subject to interest @14% per annum compounded half yearly on the defaulted amount for the defaulted period.
- (v) The allottee/ lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the plot per year as "One Time Lease Rent" unless the Authority decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

#### **N. POSSESSION**

- 1. Possession of allotted land will be handed over to the Lessee after execution and registration of lease deed. Possession of part of land shall not be allowed.
- 2. Execution and registration of lease deed can be done only after a minimum payment of 10% of premium and payment of one year lease rent in advance.
- 3. The Lessee will be authorized to develop and market the flats only after the lawful possession of the allotted plot is taken over.

#### **O. EXECUTION OF SUB LEASE DEED**

- 1. The Lessee shall have to fulfill the following conditions before the execution of the sub lease of the flats/plots in favour of the individual allottees:
  - i. Lessee shall submit the completion certificate of the constructed flats on the allotted plot from the Building Cell of the Authority.
  - ii. Lessee shall submit No Dues Certificate in accordance with the payment schedule specified in the Lease Deed from the Accounts Department ( Residential) of the Authority.
- 2. The Lessee shall have to execute sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the Authority.
- 3. The Lessee as well as allottees shall have to follow the rules and regulations prescribed in respect of leasehold properties and shall have to pay the charges as per the rules of the Authority/Government of Uttar Pradesh, as applicable.

4. Every sale done by the Lessee shall have to be registered before the physical possession of the property is handed over.
5. The allottee/lessee shall submit list of individual allottees of Flats within 6 months from the date of obtaining occupancy certificate.

**P. INDEMNITY**

The Lessee shall execute an indemnity bond, indemnifying the Authority against all disputes arising out of:

1. Non-completion of Project.
2. Quality of construction
3. Any legal dispute arising out of allotment /lease to final purchaser.

The Lessee shall wholly and solely be responsible for implementation of the Project and also for ensuring quality, development and subsequent maintenance of building and services till such time, alternate agency for such work / responsibility is identified legally by the Lessee. Thereafter the agency appointed by the Lessee will be responsible to the authority for maintenance and service of the constructed flats / building.

**Q. DOCUMENTATION**

The allottee shall deposit due stamp duty for Lease Deed in the Treasury of Distt. Gautam Budh Nagar and should produce a certificate to that effect in Group Housing Department, NOIDA within 90 days from the date of issue of Allotment Letter. 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 levied on transfer of immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf. However in case of delay in execution of lease deed by the allottee, extension can be granted by the Chief Executive Officer, at his discretion or any other officer authorized by him subject to payment of penalty @ Rs. 10/- for 1000 Sq.Mtrs. per day. The Lessee shall be responsible to communicate to the allottees the conditions applicable to them before making any allotment.

**R. CONSTRUCTION**

1. The lessee is required to submit building plan for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The Lessee shall be required to complete the construction of group housing pocket on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the Authority in

maximum 5 phases within a period of 7 years from the date of execution of lease deed.

In case of plotted development, the final purchaser/sub-lessee of plot shall have to obtain completion certificate from the Authority within the period of 5 years from the date of execution of lease deed.

2. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lessor /Authority . However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.
3. Without prejudice to the Authority's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:
  - For first year the penalty shall be 4% of the total premium.
  - For second year the penalty shall be 5% of the total premium.
  - For third year the penalty shall be 6% of the total premium.

Extension for more than three years, normally will not be permitted.

4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
5. There shall be total liberty at the part of allottee /lessee to decide the size of the flats/plots or to decide the ratio of the area for flatted/ plotted development. The F.S.I earmarked for commercial/Institutional use would be admissible but the allottee /lessee may utilize the same for residential use as per their convenience.
6. The allottee /lessee may implement the project in maximum five phases and the occupancy certificate/completion certificate shall be issued by the authority phase wise accordingly enabling them to do phase-wise marketing.

## **S MORTGAGE**

The Lessee may, with prior permission of the Authority/Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by allottee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the Authority, developer and the financial institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the Authority at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged/charged property the Authority shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Authority in respect of the market value of the said land shall be final and binding on all the parties concerned.

The Authority'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 to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

## **T TRANSFER OF PLOTS**

The transfer of allotted group-housing plot, as a whole will not be allowed under any circumstances. However, individual flat/plot will be transferable with prior approval of the Authority as per the following conditions: -

- (i) The dues of NOIDA towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before executing of sub-lease deed of the flat.
- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
- (iv) The sub-lessee undertakes to put to use the premises for the residential use only.
- (v) The lessee has obtained building occupancy certificate from Building Cell, NOIDA.
- (vi) First sale/transfer of a flat to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the Authority in writing.
- (vii) No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
- (viii) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

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

The Lessee shall not use flat for any purpose other than for residential purpose.

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.

The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written

consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the Lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee who hereby agrees to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

#### **V LIABILITY TO PAY TAXES**

The Lessee shall 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 plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

#### **W OVERRIDING POWER OVER DORMANT PROPERTIES**

The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the 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 flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer / Authority on the amount of such compensation shall be final and binding on the applicant.

#### **X. MAINTENANCE**

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
  - a) in a state of good condition to the satisfaction of the Lessor at all times.
  - b) and to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.
3. 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 provisions of U.P. Industrial Area Development Act 1976 and rules made therein.

4. In case of non-compliance of terms and directions of Authority, the Authority shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
5. The lessee/sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, NOIDA will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee/sub-lessee. The lessee/ sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/sub-lessee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Chief Executive Officer, NOIDA in this regard shall be final.

**Y. CANCELLATION OF LEASE DEED**

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

1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the applicant/allottee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Authority with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in para Y1 above, the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Authority and no claim whatsoever shall be entertained in this regard.

**Z. OTHER CLAUSES**

1. The Authority / Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed from time to time, as may be considered just and expedient.
2. 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.

3. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
5. Any dispute between the Authority and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District . Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
6. The Lease agreement/allotment 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.
7. The Authority will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
8. The lessee/sub-lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time NOIDA or any other authority duly empowered by them to levy the tax/charges.
9. Dwelling units flats shall be used for residential purpose only. In case of default, a penalty extended up to Rs. 500/- per day may be imposed upon the defaulter. However, the minimum penalty would be Rs. 50/- per day. Use of the premises for purpose other than residential use would render the allotment/lease liable for cancellation and the Allottee/Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
13. The Authority in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Authority is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest.

***For further clarification please contact:***  
**Assistant General Manager, (Group Housing Plots)**  
**Main Administrative Building,**  
**Sector 6, Noida**  
**Phone 0120-2422105**