



# **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**

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

## **SCHEME FOR COMMERCIAL SHOPS & KIOSKS IN GREATER NOIDA**

**SCHEME CODE:**

**CSK-2021/22**



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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 Opening of Bids	As mentioned in the portal
4.	Contact person, designation and contact details (address and phone nos.) in the Authority office	<b>Commercial Department</b> Greater Noida Industrial Development Authority Plot No: 01, Knowledge Park IV, Greater Noida Uttar Pradesh 201310 Email: <a href="mailto:commercialmgr@gnida.in">commercialmgr@gnida.in</a> Phone No: +91-120 2336030 Website: <a href="http://www.greaternoidaauthority.in">www.greaternoidaauthority.in</a>
5.	Allotment method for the scheme	<b>e-Auction</b>
6.	Availability of scheme brochure (GNIDA)	Downloadable from the Authority's website <a href="http://www.greaternoidaauthority.in">www.greaternoidaauthority.in</a> <a href="https://etender.sbi">https:// etender.sbi</a>
7.	Processing Fee	17,100/- (Including GST)
8.	Earnest Money Deposit	Earnest Money Deposit specific for a particular Shop and Kiosk is as per the details given in the Scheme Document
9.	Allotment Money	30 percent of total Premium/cost of the shop/ kiosk after adjusting earnest money within 60 days of issuance of Allotment Letter without interest.  In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of shop/ kiosk shall be cancelled, and money deposited as Earnest Money shall be forfeited.
10.	Payment options	<b>Option 1:</b> 100% within 90 days from the date of issue of Allotment Letter  <b>Option 2:</b> 50% within 60 days from the date of issue of Allotment Letter and balance amount i.e. 50% of the total premium of the shop/ kiosk in 2 years. The 50% balance amount for instalments will carry interest as per prevailing interest rates of GNIDA (8.5% p.a. as of 1st of January 2021).  <b>Option 3:</b> 30% within 60 days from the date of issue of Allotment Letter and balance amount i.e. 70% of the total premium of the shop/kiosk in 4 years. The 70% balance amount for instalments will carry interest as per prevailing interest rates of GNIDA (8.5% p.a. as of 1st of January 2021).
11.	Mortgage permission fee	As per the prevailing policy of the Authority, at the time of submission of Permission to Mortgage request letter by the Allottee and after payment of the prescribed Fees/charges.

#	Head	Details
12.	Transfer	Transfer of shop/kiosk may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee after the following: <ul style="list-style-type: none"> <li>i) payment of prescribed fees/charges,</li> <li>ii) clearance of all up to date dues, and</li> <li>iii) overdue installment towards premium of shop/kiosk.</li> </ul>
13.	Period of lease	The allotment of Shop/ Kiosk will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.
14.	Location charges	If the shop/kiosk is situated within 1 Km of Metro Corridor, then 10% extra premium shall be paid by the Applicant.
15.	Rate of annual Lease Rent	2.5% of the total premium of the Shop/ Kiosk to be increased by 50% every ten years.
16.	Reserve Price	Reserve price specific for a particular Shop/ Kiosk is as per the details given in the Scheme Document

# 1 Section I: Instructions to the Applicants

## 1.1 Definitions:

The key definitions for the purpose of this scheme document are as follows:

- i. "Authority" means the Greater Noida Industrial Development Authority
- ii. "Authorised Bank" implies the bank that has been identified by the Authority
- iii. "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
- iv. "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
- v. "Allottee" is the person whose application for allotment has been approved by the competent officer
- vi. "Allotment committee" is a committee constituted at the Authority for reviewing the applications received for allotment under the advertised scheme.
- vii. "Applicant/Bidder" is the person/entity who has submitted response to this tender document
- viii. "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
- ix. "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
- x. "Consortium" refers to the group of entities (not exceeding 5) jointly submitting the tender/proposal as a Tenderer. Each of the members of the Consortium shall individually be referred to as "Consortium Member".
- xi. "Day" means calendar day
- xii. "Functional certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
- xiii. "Government" means the Government of Uttar Pradesh
- xiv. "Lead Member" means
  - a. where the Applicant/Tenderer is a Consortium, the Consortium Member having at least 30% stake in the Consortium, meeting the Eligibility Criteria, either by itself or through one of its Affiliate and designated as the "Lead Member" of such Consortium by all the Consortium Members.
- xv. "Net worth" from Financial Statement, where Net worth shall be calculated as below:
  - a. In case of a **Company**: Net Worth is the Paid-up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company)
  - b. In case of a **Partnership firm/ LLP Firm**: Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets, if any.
  - c. In case of an **Individual**: Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/ Chartered Accountant along with certified true

copies of income tax / wealth tax returns with all its enclosures as submitted to Income Tax Authority, should be submitted.

- d. In case of a **Trust**: Corpus fund and General Fund taken together shall be considered as Net Worth of the Trust.
  - e. In case of a **Society**: Corpus fund and General Fund taken together shall be considered as Net Worth of the Society.
  - f. In case of a New Company: Net Worth of promoters/ Shareholders/ Directors
- xvi. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
  - xvii. "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.
  - xviii. "Lessee" is the person/entity who holds the lease of a property or tenant
  - xix. "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is GNIDA.
  - xx. "Transfer Deed" is a contractual agreement by which a property (herein shop/kiosk) is transferred from its legal Lessee to another party.
  - xxi. "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
  - xxii. "Sub-Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property.
  - xxiii. "Mutation letter" is the letter issued by competent Authority for change of name on a property
  - xxiv. "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.
  - xxv. "Total Premium of the Shop/ Kiosk" is the total amount payable to the Authority calculated as the quoted bid price per sqm multiplied by the total area of the Shop/ Kiosk. (GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium).
  - xxvi. "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.

## 1.2 Eligibility Criteria

- 1.2.1 Any person, trust, firm, company or registered co-operative society may submit bid for one or more than one shop/kiosk.
- 1.2.2 In case of application on behalf of an individual he/she is required to submit a copy of Aadhar card, PAN card, Passport, Driving License etc.
- 1.2.3 A separate application shall be required to be submitted for each shop/kiosk.
- 1.2.4 The Tenderer should be competent to submit the tender and enter into contract.
- 1.2.5 10 (ten) percent of the total number of kiosks in this scheme are reserved for the villagers of Greater Noida whose land has been acquired by Greater Noida Industrial Development Authority.

Note: The applicants for **reserved kiosks** must submit true certified copy of the eligibility condition:

1.2.6 In case of villager's category, proof of land acquired by GNIDA.

### **1.3 How to apply & Acceptance of Bid**

1.3.1 Interested parties will need to register and obtain user ID and password on the portal and thereafter deposit non-refundable and nonadjustable Processing Fees of INR 17,100/- (Including GST) separately 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.

1.3.2 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 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.

1.3.3 Group of shops/kiosks having the same size and same earnest money, are likely to be put up for e-auction on a day. Bidder is required to deposit a separate EMD for each advertised property.

1.3.4 The Authority may without assigning any reason 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.

1.3.5 Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.

1.3.6 Bidding will not be permissible below the reserve price/allotment rate of the shop/kiosk.

1.3.7 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.

1.3.8 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 |

1.3.9 Incomplete bid documents will not be considered.

1.3.10 The Bidder/Applicant cannot withdraw the offer/ bid once made.

1.3.11 The qualification Bids shall be opened by the Committee constituted for this Purpose by GNIDA.

- 1.3.12 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.
- 1.3.13 Portal for e-auction <https://etender.sbi> can also be accessed through a link at GNIDA website [www.greaternoidaauthority.in](http://www.greaternoidaauthority.in)
- 1.3.14 Customer Care for technical support on registration, deposit of fees, e-auction etc. Phone: 022-22811110 email: [etender.support@sbi.co.in](mailto:etender.support@sbi.co.in)
- 1.3.15 For further inquiries contact: Office of the Desk Officer Commercial Department, Plot No. 1, KP IV, Greater Noida, Uttar Pradesh 201301 between 10.00 AM to 02.00 PM.
- 1.3.16 The GNIDA may, without assigning any reason, add one or more Shop/ Kiosks in the scheme and/or withdraw any one or all of the Shop/ Kiosks from the scheme at any stage. The size of the Shop/ Kiosk may be increased or decreased.
- 1.3.17 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.
- 1.3.18 There will be no correspondence on issues/grounds raised in Disqualified Bids.

#### **1.4 Language and currency**

- 1.4.1 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).

#### **1.5 Applicant's responsibility**

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

#### **1.6 Documents required with Application Form**

- 1.6.1 Documents as per section 1.2, duly signed by the applicant and certified by Chartered Accountant on each page, should be enclosed with the application form for registration.

#### **1.7 Extension of time limit for deposit of Allotment money**

- 1.7.1 No extension regarding time period will be allowed for the deposit of allotment money. In case of default in payment, the allotment letter will be cancelled and the earnest money will be forfeited by the Authority.

#### **1.8 Payment options & schedule**

- 1.8.1 **Option 1:** Applicant has option to make full and final payment of the total premium of the shop/kiosk within 90 days from the issue of Allotment letter. In such case, 5% rebate will be given on the total premium of the Shop/ Kiosk. The 90 days will include the date of issue of Allotment letter.

- 1.8.2 **Option 2:** Applicant/Allottee has option to pay 50% of the total premium of the plot (including 10% earnest money) within 60 days from the issue of Allotment letter and has to pay balance amount 50% of the total premium of the shop/ kiosk in 2 years in 4 half-yearly instalments. The rate of interest on instalments shall be as per the prevailing interest rates of GNIDA (8.5% p.a. as of 1st of January 2021). This rate will change as per interest rate revision by GNIDA. In such case a 2% rebate will be given on the total premium of the plot adjusted in the last payable instalment.
- 1.8.3 **Option 3:** Applicant/Allottee has option to pay 30% of the total premium of the plot (including 10% earnest money) within 60 days from the issue of Allotment letter and has to pay balance amount 70% of the total premium of the shop/ kiosk in 4 years in 8 half-yearly instalments. The rate of interest on instalments shall be as per the prevailing interest rates of GNIDA (8.5% p.a. as of 1st of January 2021). This rate will change as per interest rate revision by GNIDA
- 1.8.4 Other conditions:
- i. The Bidder has to give his option for the payment plan along with the bid.
  - ii. Payments can be made with any of the listed banks via DD or online through Authority's website GNIDA
  - iii. The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, Gautam Budh Nagar) for execution of the Lease Deed in treasury of district Gautam Budh Nagar and should produce a certificate to the affect in relevant department at GNIDA within 180 days from the issue of allotment letter.
  - iv. After depositing the installment with the designated scheduled bank, the Allottee shall intimate the same to GNIDA through a written intimation along with the copy of challan of amount deposited or through an email.
  - v. In case of default in payment, a penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 8.5% p.a. as of 1<sup>st</sup> of January 2021 = 11.5% p.a.) compounded every half yearly for the entire default period. This rate will change as per interest rate revision by GNIDA.
  - vi. In case of default in three consecutive installments, allotment/lease shall be cancelled by the Authority. However, in exceptional circumstances an extension of time for payment of installment may be granted by the CEO for which Allottee/Lessee shall have to pay the penal interest as mentioned in Clause 1.8.4(v).
  - vii. The payment made by the Allotte/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the Lease rent payable and then towards premium due.
  - viii. The Allotte/Lessee shall not claim/entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and Allotte/Lessee shall have to pay due installment along with interest on due date.
  - ix. 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 Allotte/Lessee shall be bound to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

## 1.9 Change in the name of applicant

1.9.1 Change in name of applicant shall not be allowed for individual applicants. In case of a Company/Firm applicants may change their name as per the provisions of the Companies Act and Partnership Act respectively. This change would be subject to policy of GNIDA and payment of charges.

**1.10 Unsuccessful applicants**

1.10.1 The earnest money of unsuccessful applicants shall be returned to them without interest. 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.

## 2 Section II: General terms and conditions

### 2.1 Execution of Lease Deed

- 2.1.1 Execution of Lease Deed/Sub Lease Deed(s) can be done only after a minimum payment of 30% of premium and one-year Lease Rent, in advance.
- 2.1.2 The Allottee will be required to execute the Lease Deed of the shop/ kiosk within 30 days from the date of issue of check list which shall be issued soon after the acknowledgement of receipt of allotment letter and payment of the dues in accordance with the payment plan opted by the Allottee. In case of failure to do so, the allotment of shop/ kiosk may be cancelled and 30% of the premium (tendered amount) of the Shop/ Kiosk & any charges, interest and any other penalties may be forfeited.
- 2.1.3 However, in exceptional circumstances, the extension of time for the execution of the Lease Deed and taking over possession may be permitted as per the prevailing policy of the Authority at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges. The current extension charges of the Authority for reference of the Applicant are as follows:

1	First 6 Months	1% of the total premium of the shop/ kiosk
2	Second 6 Months	Additional 2% of the total premium of the shop/ kiosk
3	Third 6 Months	Additional 4% of the total premium of the shop/ kiosk
4	Fourth 6 Months	Additional 8% of the total premium of the shop/ kiosk
	After that	Additional 2% of total premium of the shop/kiosk per month for a maximum of one (1) year. Therefore, the maximum extension given will be three (3) year. After this period the allotment would stand cancelled.

- 2.1.4 **Documentation charges:** All 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.
- 2.1.5 **Period of lease:** 90 years from the date of execution of Lease Deed.

### 2.2 Lease Rent

- 2.2.1 In addition to the premium of Shop/ Kiosk, the lessee shall have to pay yearly Lease Rent in the manner given below.
- i. The Lease Rent will be 2.5% of the premium of the Shop/ Kiosk per year for the first 10 year from the date of execution of the Lease Deed.
  - ii. After ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future.
  - 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. In case of failure to deposit the due Lease Rent by the due date, interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 8.5% p.a. as of 1<sup>st</sup> of January 2021 = 11.5% p.a.) compounded every half yearly for the entire default period, on the defaulted amount. This rate will change as per interest rate revision by GNIDA.
- v. The Allottee/ Lessee has the option to pay lease rent equivalent to 11 years lease rent (i.e. 11 years @2.5% = 27.5% of the total premium of the Shop/ Kiosk) as One Time Lease Rent unless the Authority decided 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 has no outstanding lease rent arrears. It is made clear that lease rent already paid will not be considered for adjustment in the amount payable towards One Time Lease Rent.

### **2.3 Location charges**

- 2.3.1 If the shop/kiosk situated within 1 km of Metro Corridor, then 10% extra premium shall be paid by the Applicant.

### **2.4 Possession of the Shop/Kiosk**

- 2.4.1 Possession of allotted shop/kiosk will be handed over to the Lessee/Sub-Lessee(s) upon execution of Lease Deed(s).
- 2.4.2 Execution of Lease Deed(s) can be done only after a minimum payment of 30% of premium and one-year Lease Rent, in advance. On the date of execution of the Lease Deed there remains no outstanding amount payable to the GNIDA whether on account of installment towards the premium or any account head whatsoever.
- 2.4.3 For the purpose of payment of Lease Rent and other statutory or scheme compliance, possession shall be deemed from the due date of execution of Lease Deed and not more than 60 days from the issuance of checklist. In case possession is not taken by Allottee within 30 days of execution of lease deed than a charge of INR 10 per Sqm per day shall be payable by the Allottee.

### **2.5 Variation in actual area of allotted Shop/Kiosk**

- 2.5.1 The Area of the commercial Shop/ Kiosks stated in the brochure is approximate, the tenderer whose tender is accepted, shall have to accept any variation, up to 10% either way in the area of the commercial shop/ kiosk, for which the tender has been offered. The premium of the commercial Shop/ Kiosk will accordingly be calculated due to such variation in the area.

### **2.6 As is where basis/ Lease period**

- 2.6.1 The Shop/ Kiosks are offered for allotment on a "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. The Allottee shall be responsible for appropriate due diligence by visiting the shop/ kiosk before Bid submission. No claim whatsoever is admissible on account of physical status of the land of the shop/kiosk offered for allotments.

### **2.7 Surrender**

- 2.7.1 The Allottee can surrender the allotment with an online application within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest.
- 2.7.2 In case the allotment is surrendered after 30 days from the date of allotment, the total deposited amount or 30% of total premium, whichever is less, along with deposited lease rent, extension & other charges etc. will be forfeited in favour of GNIDA. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard.
- 2.7.3 The date of surrender in the above case shall be the date on which the application for surrender is received online via email "authority@gnida.in". No subsequent claim on the basis of any postal certificate etc. will be entertained. The Allottee has to execute surrender deed, if Lease Deed/Transfer Deed has been executed then all the original legal documents are to be surrendered unconditionally to GNIDA.
- 2.7.4 After forfeiture of the amount as stated above, possession of the plot will be resumed by GNIDA, along with the structure thereupon, if any, and the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lessee will have no right to claim any compensation thereon.
- 2.7.5 The Allottee will have to execute a Surrender Deed, on his own expense, before any refund from the Authority.

## **2.8 Change in Constitution (CIC)**

- 2.8.1 Change in Constitution may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of CIC request letter by the Allottee and after payment of prescribed fees/charges.
- 2.8.2 In case of change in constitution of the Allottee or the consortium or any of the consortium member, the Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Allottee fails to submit the application within 30 days, penalties may be imposed as per the prevailing policy.

## **2.9 Change in Shareholding (CIS)**

- 2.9.1 Change in Shareholding may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Allottee and after payment of the prescribed fees/charges.
- 2.9.2 In case of change in shareholding of the Allottee or the consortium or any of the consortium member, the Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Allottee fails to submit the application within 30 days, penalties may be imposed as per the prevailing policy.

## **2.10 Transfer of Shop/ Kiosk**

- 2.10.1 Transfer of shop/ kiosk may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee and after payment of prescribed fees/charges.

## **2.11 Role of GNIDA as per IBC 2016**

- 2.11.1 As per the definition of IBC (Indian Bankruptcy Code) 2016, GNIDA will be a Secure Financial Creditor and the lease deed executed shall be a Capital Lease Deed.
- 2.11.2 Under the circumstances, where the Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, GNIDA will be treated as Secure Financial Creditor and the dues (including penalties) of the Allottee shall be recovered through this procedure.

## **2.12 Maintenance**

- 2.12.1 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of GNIDA or from the competent authority in this regard.
- i. The lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the allotted shop/ kiosk. If the buildings and the common services are not maintained properly, the GNIDA shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee and Sub-Lessee(s) will be personally and severely liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.
  - ii. No objection will be entertained on the subject of amount spent on maintenance of the buildings and the common services, and the decision of GNIDA in this regard shall be final and binding.
  - iii. The Allottee/Lessee/Sub-Lessee(s) shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.
  - iv. The Allottee/Lessee/Sub-Lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place.
  - v. The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of Greater Noida Industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time
  - vi. In case of non-compliance of these terms of conditions and any other directions of GNIDA, GNIDA shall have the right to impose such penalty as it may consider just and/or expedient.

## **2.13 Mortgage**

- 2.13.1 Mortgage permission may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Mortgage permission request letter by the Allottee and after payment of prescribed fees/charges.
- 2.13.2 As per the mortgage permission issued by GNIDA, GNIDA will always hold the first charge and will remain Secure Financial Creditor as per definitions of IBC (Indian Bankruptcy Code) 2016.

## **2.14 Issue of Mutation Letter**

- 2.14.1 Application can be submitted by the Transferee at the concerned department along with the following documents:

- i. A certified copy of the Transfer Deed duly executed by the Transferor.
- ii. Copy of challan against payment of transfer charges in one of the Authorized bank shall be required.

## **2.15 Misuse, Additions, Alterations, etc.**

- 2.15.1 The Allottee shall not use the shop/ kiosk for any purpose other than that for which it has been allotted / leased. The Lessee / Allottee shall not be entitled to divide the Shop/ Kiosk or amalgamate it with any other Shop/ Kiosk. 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 without any payment.
- 2.15.2 The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- 2.15.3 If the Lessee/Sub-Lessee fails to correct such deviations 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 the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by GNIDA in this regard.

## **2.16 Indemnity**

- 2.16.1 The Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Lessee. The Lessee shall execute an indemnity bond, indemnifying GNIDA and its officers and employees against all disputes arising out of
  - i. The non-completion of work
  - ii. The quality and validity of development, construction, operations and maintenance
  - iii. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser

## **2.17 Liability to Pay Taxes**

- 2.17.1 The Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the lessor or any other authority empowered in this behalf, in respect of the shop/ kiosk, whether such charges are imposed on the shop/ kiosk or on the building constructed thereon, from time to time.

## **2.18 Overriding Power over Dormant Properties**

- 2.18.1 GNIDA reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the shop/ kiosk 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 Shop/ Kiosk (s) or for the structure time being standing thereon, provided 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 Applicant.

## **2.19 Consequences of mis-representation**

2.19.1 If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Tenderer/ Applicant/ Allottee/ Lessee and/or Sub-Lessee, the allotment of Shop/ Kiosk shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the Tender/ Applicant/ Allottee/ Lessee and Sub-Lessee shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

## **2.20 Cancellation of Lease Deed**

2.20.1 In addition to the other specific clauses relating to cancellation/determination, GNIDA, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of commercial Shop/ Kiosk in case of the following-

- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
- ii. Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
- iii. In case of default on the part of the Tenderer/ Applicant/ Allottee/ Lessee and/or Sub-Lessee or any breach/violation of the terms and conditions of the tender, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues.

2.20.2 If the allotment is cancelled on the grounds mentioned in Clause 2.20.1 (i) above, the entire amount deposited by the Tenderer/ Applicant/ Allottee,/ Lessee and/or Sub-Lessee till the date of cancellation/determination, shall be forfeited by GNIDA and no claim, whatsoever, shall be entertained in this regard.

2.20.3 If the allotment is cancelled on the grounds mentioned in Clause 2.20.1(ii) or Clause (iii) above, 30% of total premium of shop/ kiosk or total premium deposited, whichever is less, along with deposited lease rent, extension & other charges etc. will be forfeited in favour of GNIDA. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard.

2.20.4 After forfeiture of the amount as stated above, possession of the Shop/ Kiosk will be resumed by GNIDA, along with the structure thereupon, if any, and the Tenderer/ Applicant/ Allottee/ Lessee and/or Sub-Lessee will have no right to claim any compensation thereon.

## **2.21 Restoration**

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

- i. The application of restoration of shop/ kiosk shall be made within 60 days from the date of cancellation.
- ii. The decision about the restoration of the shop/ kiosk will be taken by the CEO or Authorised Officer of GNIDA within a period of 6 months after the date of cancellation.
- iii. The Allottee shall have to pay restoration charges @10% of the total premium of the shop/ kiosk at prevailing rate calculated on the date of restoration.
- iv. If restoration is due to court order, the Allottee has to close the case first.
- v. The Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable.

- vi. The Allottee has to pay time extension charges as per terms of allotment / lease.
- vii. The Allottee has to submit Performance Bank Guarantee (PBG) of timeline given in Schedule, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of PBG will be 10% of the prevailing price of the shop/ kiosk.
- viii. No Court case is pending on Allottee.
- ix. All legal expenses would be borne by the Allottee.
- x. In case allotment had been cancelled due to illegal/unauthorized/ non-permissible activities the restoration of the Shop/ Kiosks shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized/ non-permissible activities in future and closure/removal of illegal/unauthorized/ non-permissible activities.
- xi. In case of restoration in prepossession cases, the Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

## **2.22 Functional**

2.22.1 The Allottee / Lessee shall have to obtain functional certificate from the Authority within six months from the due date of issue of checklist.

2.22.2 The Allottee/ Lessee shall have to make the Commercial shop/ kiosk functional certificate within the period as stipulated herein. Any two of the following documents would be required in proof of commercial shop/kiosk become functional:

1. Electric Meter Sealing Certificate and Electricity Consumption Bill.
2. Telephone Bill/Demand note payment certificate by Telephone agency.
3. Trade Tax Registration Certificate.
4. Shop and Establishment Registration Certificate.

Out of the above documents, certified copies of Electric Meter Sealing Certificate issued by concerned Electricity Department and electric consumption bills are compulsory for declaring a, commercial unit functional. Date of issue of Electric Meter Sealing Certificate/ Trade Tax Certificate/ Registration Certificate under shop Establishment Act, whichever is earlier, shall be considered the date of functional of a commercial establishment. An Affidavit duly notarized on a stamp paper of Rs. 10/- declaring the date of commercial establishment functional (in original) is also compulsory.

2.22.3 Without prejudice to the Authority's right of cancellation, the extension of time for the making shop/ kiosk functional, can be extended for a maximum period of another 1 and ½ years only with penalty as under:

- i. For first six months the penalty shall be 4% of total premium.
- ii. For second six months the penalty shall be 6% of total premium.
- iii. For third six months the penalty shall be 8% of total premium.
- iv. Extension for more than 1 and ½ years as stated above shall not be permitted under any circumstances.

2.22.4 In case of failure to comply with the above-mentioned condition, the allotment / lease shall be liable to be cancelled and the amount deposited till the date of cancellation shall be forfeited in favour of the Authority and the Allottee/ Lessee shall have no right to claim compensation thereof.

2.22.5 Applicants who do not have a firm commitment to make the allotted commercial establishment functional within the time limits prescribed above are advised not to avail the allotment.

## **2.23 Other Clauses**

- i. The Authority reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee in the public interest.
- ii. If due force majeure/unavoidable circumstances the possession of Shop/ Kiosk is not handed over to the Allottee, the full amount deposited by the Allottee would be refunded along with the simple interest @ 4%per Annum for the period of deposit exceeding one year.
- iii. If due to force majeure/unavoidable circumstances, the Authority is unable to allot the Shop/ Kiosk, the earnest money deposited by applicant would be refunded. However, no interest on the deposits will be paid to the applicant.
- iv. In case there is any change of reserve price of allotment from any order of honorable High Court/Supreme Court or Government of Uttar Pradesh, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.
- v. GNIDA 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.
- vi. The Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are issued there under from time to time.
- vii. Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad.
- viii. The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before submission of application form/interview for allotment.
- ix. Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee.
- x. For all disputes on any issue pertaining to allotment/lease, the jurisdiction of disputes will be the District Court, Gautam Budh Nagar and/or the High Court of Judicature at Allahabad.
- xi. The Allottee will be governed by the provisions of U.P. Industrial Area Development Act, 1976 and by the Rules/Regulations framed or directions issued there under.
- xii. In case an existing link road comes anywhere in the Shop/ Kiosk area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by GNIDA.
- xiii. All arrears due to the Lessor are recoverable as arrears of land revenue.
- xiv. The Lessee/ Sub Lessee(s) shall not be allowed to assign or change his role, otherwise the Lease may be cancelled and entire money deposited shall be forfeited.
- xv. GNIDA in larger public interest has the Authority to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lessee

an opportunity of being heard. However, the decision of the CEO of GNIDA shall be final and binding on the Allottee/Lessee.

- xvi. The Allottee / Lessee shall have to make sufficient provision of parking in the shop/ kiosk itself.

### 3 Annexures – Technical forms

#### 3.1 Application form

(To be submitted in duplicate<sup>1</sup>)

Form SI.No. \_\_\_\_\_



To

**The Chief Executive Officer,**

**Greater Noida Industrial Development Authority**

Plot no 01, Knowledge Park IV, Greater Noida, Uttar Pradesh 201 310

**Subject: Application for allotment of \_\_\_\_\_ (insert the type of Shop/ Kiosk to be allotted) shop/ kiosk \_\_\_\_\_**

Dear Sir / Madam,

We hereby submit our application form for allotment of \_\_\_\_\_ (insert the type of shop/ kiosk to be allotted) shop/ kiosk to establish

\_\_\_\_\_ on an area of \_\_\_\_\_ Sq.mt.

We hereby agree to pay allotment money / installments / Lease Rent etc. as per payment plan and Rates/premium of allotment hereinafter mentioned in the Data Sheet and General Terms and Conditions.

We are enclosing herewith the following documents:

- a) Certificate of authorization in favor of Shri/Smt./Ms. \_\_\_\_\_  
\_S/o/D/o \_\_\_\_\_ who is signing as (status) \_\_\_\_\_ on  
behalf M/s \_\_\_\_\_  
(Name of the Applicant) constituted/registered under \_\_\_\_\_  
\_\_\_\_\_  
(please mention Act of Government of India / State Government)

- b) This entire document, including all terms and conditions is enclosed herewith which will be duly signed by the authorised signatory upon submission as acceptance of the terms and conditions of the allotment of land.

- g) Refund Account Details (For the purpose of refund or earnest money of unsuccessful applicants)  
Name of Bank & Branch \_\_\_\_\_

<sup>1</sup> Original form will be duly filled and signed by the applicant and submitted along with a self-attested photocopy of the complete document.

Bank Account No. \_\_\_\_\_

IFSC Code: \_\_\_\_\_

Date \_\_\_\_\_

Address of Applicant \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E\_mail \_\_\_\_\_

Signature of Authorized signatory

Stamp of Applicant with name & designation

**NOTE:**

The Applicants for reserved kiosk has to submit true certified copy of the eligibility condition:

- In case of villagers' category, proof of land acquired by GNIDA.

### 3.2 Format for affidavit

(To be furnished on non-judicial stamp paper of Rs.100/- duly attested by notary public, by the sole Applicant or by Each Member in case of Consortium).

**Ref.: Application of \_\_\_\_\_ (insert the type of Shop/ Kiosk to be allotted) Shop/ Kiosk in Greater Noida Industrial Development Authority Area.**

1. I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexures & Formats, are true and correct and nothing has been concealed.
2. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by GNIDA to verify this statement or regarding my (our) competence and general reputation.

Signature of Authorised signatory

Stamp of applicant with name

And Status/ designation