



Greater GNIDA Industrial Development Authority

Plot No. 1, Knowledge Park IV, Greater GNIDA, Uttar Pradesh 201310

**SCHEME FOR
BUILDER PLOTS IN GREATER GNIDA**

(SCHEME CODE: BRS-01/ 2023-24)





Data sheet	1
1 Section I: Instructions to the Applicants	3
1.1 Definitions:	3
1.2 Eligibility Criteria	4
1.3 Financial Eligibility	5
1.4 How to Apply	6
1.5 Language and currency	7
1.6 Applicant's responsibility	7
1.7 Documents required with Application	7
1.8 Extension of time limit for deposit of Allotment money	8
1.9 Allotment Process	8
1.10 Payment Schedule	9
1.11 Unsuccessful applicants	10
2 Section II: Instructions to the Applicants	11
2.1 Implementation & Extension:	11
2.2 Development Norms:	13
2.3 Permissible Norms	13
3 Section III: General terms and conditions	15
3.1 ESCROW Account	15
3.2 Execution of Lease Deed	15
3.3 Lease Rent	15
3.4 Location charges	16
3.5 Possession of the plot	16
3.6 Variation in actual area of allotted plot	16
3.7 As is where basis/ Lease period	16
3.8 Surrender	16
3.9 Change in Constitution (CIC)	16
3.10 Change in Shareholding (CIS)	17
3.11 Transfer of Plot & Flats (<i>Sub-lease</i>)	17
3.12 Role of GNIDA as per IBC 2016	18
3.13 Maintenance	19
3.14 Permission to Mortgage	20
3.15 Misuse, Additions, Alterations, etc.	20
3.16 Indemnity	20
3.17 Liability to Pay Taxes	21
3.18 Overriding Power over Dormant Properties	21
3.19 Consequences of mis-representation	21
3.20 Cancellation of Lease Deed	21
3.21 Restoration	21
3.22 Duty of Lessee to act, provide information etc.	23



3.23	Amalgamation/Sub-division	23
3.24	Other Clauses	23
4	Section IV: Technical forms	26
4.1	Form No. 1: Application Form	26
4.2	Form No. 2: Financial Statement of Turnover	28
4.3	Form No. 3: Financial Statement of Net Worth	29
4.4	Form No. 4: Solvency Certificate	30
4.5	Form No. 5: Format for Affidavit	31
4.6	Form No. 6: Format for Affidavit (<i>Non-Defaulter Declaration</i>)	32
5	Annexures	33
5.1	Land Rate (2023-2024)	33



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.	Contact person, designation and contact details (address and phone nos.) in the Authority office	Builder Department Greater GNIDA Industrial Development Authority Plot No: 01, Knowledge Park IV, Greater GNIDA Uttar Pradesh 201310 Phone No: +91-120 2336030 Website: https://www.greaternoidaauthority.in/						
4.	Allotment method for the scheme	e-Auction						
5.	Availability of scheme brochure (GNIDA)	Can be downloaded from the Authority's website https://www.greaternoidaauthority.in/ https://etender.sbi						
6.	Processing Fee	<table border="1"> <tr> <td>For plots up to 5000 Sqm</td> <td>For plots more 5000 Sqm but up to 10000 Sqm</td> <td>For plots more 10,000 Sqm</td> </tr> <tr> <td>INR 1.15 Lakhs (inclusive of GST)</td> <td>INR 2.15 lakhs (inclusive of GST)</td> <td>INR 4.15 lakhs (inclusive of GST)</td> </tr> </table>	For plots up to 5000 Sqm	For plots more 5000 Sqm but up to 10000 Sqm	For plots more 10,000 Sqm	INR 1.15 Lakhs (inclusive of GST)	INR 2.15 lakhs (inclusive of GST)	INR 4.15 lakhs (inclusive of GST)
For plots up to 5000 Sqm	For plots more 5000 Sqm but up to 10000 Sqm	For plots more 10,000 Sqm						
INR 1.15 Lakhs (inclusive of GST)	INR 2.15 lakhs (inclusive of GST)	INR 4.15 lakhs (inclusive of GST)						
7.	Earnest Money Deposit/ Registration Money	<p>10% of premium/ cost of plot shall be deposited with application form as Registration Money.</p> <p>In case of any revision in the reserve price during the course of a live scheme, the successful bidder shall have to pay the differential amount of the registration money/ EMD with balance payment within 90 days failing which the registration money/ EMD deposited shall be forfeited and the allotment shall stand cancelled.</p> <p>E.g.: If the reserve price during the launch of the scheme is say Rs. 40,000/ sq.m., the reserve price shall be Rs. 4,000/ sq.m. However, in case the reserve price gets revised to INR 45,000/ sq.m., the registration money will get revised to Rs. 4,500/ sq.m. Under such circumstances, the successful bidder will be required to deposit this differential of INR 500/ sq.m. as balance registration money/ EMD along with the payment towards premium</p>						
8.	Allotment Money	<p>100 percent of total Premium/cost of the plot after adjusting Earnest Money/Registration Money shall be deposited by the successful bidder within 90 days of the date of issuance of Allotment Letter without interest.</p> <p>In case, the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of the plot shall be cancelled, and money deposited as Earnest Money/ Registration Money shall be forfeited.</p>						
9.	Payment Schedule	100% within 90 days from the issue of Allotment letter.						
10.	Mortgage permission fee	As per the prevailing policy of the Authority, if at all, at the time of submission of Permission to Mortgage request letter by the Allottee and after payment of the prescribed Fees/Charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/ GNIDA the date permission is granted.						



#	Head	Details
11.	Transfer	No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor. Thereafter, 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.
12.	Period of lease	The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.
13.	Location charges	As per Clause No. 3.4
14.	Permissible development activity	Only Residential and Support activities as per the Master Plan of Greater GNIDA are permitted on these plots.
15.	Norms of development	<ol style="list-style-type: none"> 1. FAR: As per Building Byelaws 2. Norms related to permissible Ground Coverage, setbacks and permissible height shall be as per Building Byelaws of the GNIDA at the last date of Bid Submission. 3. Other norms for development/construction shall be as per the applicable Building Regulations of GNIDA at the last date of Bid Submission. 4. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations at the last date of Bid Submission of GNIDA shall prevail.
16.	Reserve Price	As per prevailing Sector Wise Rate List on the last date of Proposal Submission. Prevailing policy of the Authority attached as Section V: Annexure, Land Rates 2023-2024. (Office order: 40352/GN/Finance/2023-24 Dated: 15/05/2023, metro location charges, if applicable will be built into the reserve price. Kindly note that these rates are subject to revision in each financial year (post 1st April of each year) and the reserve price prevailing on the day of the E-Auction shall be applicable.
17.	Rate of annual Lease Rent	1% of the total premium of the plot shall be increased automatically by 50% every ten years.
18.	Construction Period	As per clause No. 2.1: The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the GNIDA in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The lessee shall be required to complete the construction of minimum F.A.R. of the allotted plot (as per GNIDA Building byelaws) as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the GNIDA within a period of three years from the date of execution of lease deed. In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, extension charges on the pro-rata land shall be applicable as per the prevailing policy, at the time of grant of such extension. 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
19.	Amalgamation or Sub-division	No amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.
20.	Consortium	Allowed but will remain unchanged till Completion of full project.



1 Section I: Instructions to the Applicants

1.1 Definitions:

- i. "Authority" means the Greater GNIDA 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 e-brochure and is expected to be deposited by the Allottee within the given time period
- v. "Allottee" is the person whose bid for allotment has been approved by the competent officer
- vi. "Allotment committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment under the advertised scheme.
- vii. "Applicant/Bidder" is the person/entity who has submitted bid in response to this scheme.
- viii. "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
- ix. "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".
- x. "Day" means calendar day
- xi. "Occupancy certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as fit for occupancy post completion
- ii. "Functional certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
 - i. "Government" means the Government of Uttar Pradesh
 - ii. "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.
- iii. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
- iv. "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.
- v. "Lessee" is the person/entity who holds the lease of a property or tenant
- vi. "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is GNIDA.
- vii. "Transfer Deed" refers to the Document (instrument) by which a property (herein land) is conveyed from its owner (in this case GNIDA) to its tenant.
- viii. "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
- ix. "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.
- x. "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.



- xi. "Total 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).
- xii. "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xiii. "P.T.M." Permission to Mortgage.
- xiv. "First Phase of Project" means construction of minimum permissible FAR as per minimum FAR for applying completion as defined in Building Bylaws on last date of Proposal/Bid Submission
 - iii. "Second/Final Phase of Project" means construction of minimum 90% of permissible FAR or Sanctioned FAR, whichever is higher/more.

1.2 Eligibility Criteria

- 1.2.1 Any Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public limited Company can submit Bid(s) for one or more than one plot. The firms and the companies should be registered in India.
- 1.2.2 Bidder(s)/Applicant(s)/Consortium Partner(s) or their Directors or Promoters which are defaulters or as part of the defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission are not eligible to participate and their Bids shall be automatically disqualified.
- 1.2.3 The Bidder should be competent to contract.
- 1.2.4 A separate application form shall be required to be submitted for each plot.
- 1.2.5 In case where the plot is greater than or equal to 10,000 Sqm, the Bidder may form a consortium as per the following conditions:
 - i. Members of Consortium will have to specify one Lead Member who alone shall be authorized to correspond with the Greater GNIDA Authority. Lead Member should be the single largest shareholder having equity stake of at least 30%.
 - ii. Each member of the consortium will have equity stake of at least 5%.
 - iii. The group of entities jointly submitting the Bid as a Consortium shall not exceed 5 (five).
 - iv. The Lead Member and the Consortium Members should jointly qualify the minimum financial requirement of net worth, solvency and turnover in proportion to their percentage shareholding in the consortium created and shall be calculated as illustrated in the following example:
 - a. In case of a consortium with the following shareholding:
 - Lead Member = 51% Share
 - Consortium Member = 20% Share
 - Consortium Member = 20% Share
 - Consortium Member = 9% Share
 - b. In this case, the Net Worth/ Solvency/ Turnover for the consortium shall be sum of Eligible Net Worth/ Solvency/Turnover in proportion to their percentage shareholding in the consortium. The Eligible Net Worth/ Solvency/ Turnover for the individual Consortium Members shall be calculated as follows:
 - Eligible Net Worth/Solvency/Turnover for a Consortium Member = Shareholding Percentage x Net worth of Consortium Member
 - c. For example, if the Total Net Worth of Consortium members is as follows:
 - Lead Member = 50 Crore
 - Consortium Member = 20 Crore
 - Consortium Member = 20 Crore
 - Consortium Member = 20 Crore
 - d. The Eligible Net Worth shall be as follows:
 - Lead Member = 51% x 50 Crore = 25.5 Crore



- Consortium Member = 20% x 20 Crore = 4 Crore
- Consortium Member = 20% x 20 Crore = 4 Crore
- Consortium Member = 20% x 9 Crore = 1.8 Crore

In this case, the Total Eligible Net Worth of Consortium shall be: 25.5 + 4 + 4 + 1.8= 35.3 Crore

- v. In case of a Consortium, the members shall submit an irrevocable 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 duly registered/notarized with appropriate authority.
- vi. **Special Purpose Company (SPC)**
- a. In case a plot is allotted to a Consortium, they have to form a Special Purpose Company (SPC) that will subsequently carryout all its responsibilities as the Allottee. The SPC must be necessarily be Firm/Company registered in India with the appropriate Statuary Authority. The shareholding and Lead Member of the SPC shall be same as the MOA signed between all Consortium Members. Lease deed shall be made in favor of the Special Purpose Company (SPC).
 - b. All SPC Members/Shareholders shall be jointly and severally responsible for the successful implementation of the Project.
 - c. All Members/Shareholders of the SPC shall have to maintain 100% shareholding/ownership and their shareholding/ownership percentage shall remain same till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.
 - d. The Lead Member/ Relevant Member shall be equally responsible for the completion of the project.
 - e. No sub-lease (sub-division of plot) should be allowed.
 - f. GST shall be the responsibility of the allottee i.e. SPC.

1.3 Financial Eligibility

1.3.1 The applicants must qualify the following financial eligibility criteria:

#	Parameters	For plots up to 1 lakh Sqm	For plots more 1 lakh Sqm
I	Minimum Net Worth as on end of previous financial year (31.3.2022 or 31.3.2023) from the date of application duly certified by the Bidder/Applicant's statutory auditors/ Chartered Accountant	INR 30 Crores	INR 60 Crores
II	Minimum Solvency as per Certificate not more than 6 months old, from a Nationalised/ Scheduled Bank	INR 5 Crores	INR 10 Crores
III	Minimum Total Cumulative Turnover for the any last 3 accounting years duly audited by the Bidder/Applicant's Statutory Auditors / Chartered Accountant i.e. 2019-20, 2020-21, 2021-22 and 2022-23 as per the last published balance sheets.	INR 100 Crores	INR 200 Crores

1.3.2 Note: Bidder(s)/Applicant(s)/Consortium partners or their Directors or Promoters which are part of the defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission are not eligible to participate and their Bids shall be automatically disqualified.



1.4 How to Apply

- 1.4.1 Portal for e-auction <https://etender.sbi> can also be accessed through a link at GNIDA website www.greaternoidaauthority.in
- 1.4.2 Interested parties will need to register and obtain user ID and password on the e-auction portal and thereafter deposit non-refundable and non-adjustable E-Brochure Document Fee and Processing Fee as mentioned in the Data Sheet separately against each property for participation in the e-auction through online payment on or before date/time as mentioned in the Data Sheet and GNIDA will not be responsible for any payment after that and Bid will not be considered.
- 1.4.3 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 any reasons thereof. Ensuring internet connectivity at the bidder's end shall be the sole responsibility of the Bidder/Applicant. Any request/complaint regarding the connectivity of internet at the Bidder's/Applicant's end will not be entertained in any form and shall not be basis of cancellation of the bidding process.
- 1.4.4 Group of plots/sites having the same size and same earnest money, are likely to be put up for e-auction on a single day. Bidder is required to deposit a separate EMD for each advertised property.
- 1.4.5 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.
- 1.4.6 Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
- 1.4.7 Bidding will not be permissible below the reserve price/allotment rate of the plot.
- 1.4.8 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.
- 1.4.9 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.
- 1.4.10 Post registration, Bidder/Applicant shall proceed for login by using his ID and password. Bidder shall proceed to select the plot he is interested in. the e-bidder would have following options to make payment towards e-brochure fees, processing fees and EMD through valid:
- | | |
|---|---|
| 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 |
- 1.4.11 Incomplete bid documents will not be considered.
- 1.4.12 The Bidder/Applicant cannot withdraw the offer/ bid once made.



- 1.4.13 Customer Care for technical support on registration, deposit of fees, e-auction etc.
Phone: 079 68136880/881/837/842 or 022-22811110
Email: etender.support@sbi.co.in
- 1.4.14 For further inquiries contact: Office of the Desk Officer Builder Department, Plot No. 1, KP IV, Greater GNIDA, Uttar Pradesh 201301 between 10.00 AM to 02.00 PM.
- 1.4.15 The GNIDA may, without assigning any reason, add one or more plots in the scheme and/or withdraw any one or all the plots from the scheme at any stage.
- 1.4.16 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.
- 1.4.17 There will be no correspondence on issues/grounds raised in Disqualified Bids.

1.5 Language and currency

- 1.5.1 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).

1.6 Applicant's responsibility

- 1.6.1 It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:
- i. The eligibility criteria and other information/requirements, as set forth in the Brochure
 - ii. All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.
- 1.6.2 GNIDA shall not be liable for any mistake or error or neglect by the Applicant.
- 1.6.3 The plot(s) are being allotted on 'As it is where it is basis'. It is the responsibility of Applicant do all due diligence about the location and situation of plot including personal visit to the plot(s). GNIDA will not be responsible in any manner on this account.

1.7 Documents required with Application

- 1.7.1 Following documents duly signed by the applicant and certified by Chartered Accountant, should be enclosed with the application form for registration:
- A. In case of Company (Private & Public):**
- i. Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
 - ii. Application form as per Annexure No. 4.1.
 - 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.
 - vi. Board resolution authorizing the applicant (Authorized Signatory – company secretary or M.D. of the company) to sign on behalf of the company for making this application.
 - vii. Net Worth Statement certified by the statutory auditors/Chartered Account of the Company as per Form 4.3
 - viii. Audited Annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
 - ix. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.



- x. Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.6

B. In case of Partnership/ Limited Liability Partnership (LLP) Firm:

- i. Attested copy of the Partnership Deed in case of Partnership firm.
- ii. Attested Copy of the certificate issued by Registrar of Firm.
- iii. Application form as per Annexure No. 4.1.
- iv. Board resolution authorizing the applicant to sign on behalf of the Partnership/ Limited Liability Partnership (LLP) for making this application.
- v. Net Worth Statement certified by the statutory auditors/Chartered Account of the Partnership firm as per Form 4.3
- vi. Audited Annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- vii. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.
- viii. Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.6

C. In case of Proprietorship:

- i. Application form as per Annexure No. 4.
- ii. Net Worth Statement certified by the statutory auditors/ Chartered Account of the Proprietorship concern as per Form 4.3
- iii. Audited Annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- iv. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.
- v. Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.6

1.8 Extension of time limit for deposit of Allotment money

- 1.8.1 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.

1.9 Allotment Process

- 1.9.1 Screening Committee: The Technical offers shall be scrutinized by a designated Screening 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.
- 1.9.2 Scrutiny of applications: The application along with the requisite documents will be scrutinized by the Screening 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.
- 1.9.3 In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 1.9.4 In case there are more than 3 applicants for a specific plot, then there will be e-auction between all applicants on the date as mentioned on the Portal. Details instructions/process for e-auction via SBI Portal (<https://etender.sbi>) is elaborated in Clause no. 1.4 - How to Apply.



- 1.9.5 In the e-auction process, in case there are less than three qualified bidders, including zero bids participating in the first instance (which shall be for 21 days) against a plot(s), then last date of submission of application shall be extended by 07 days for that particular plot(s). It shall be extended further for a time period of 07 days, if the number of bidders against that particular plot(s) is less than 3. However, the plot shall be allotted to the highest bidder, even if there are less than three bidders in the e-auction after 2 extensions of 07 days each. Applications less than 3 received in first / second time in above process, shall be rolled over and carried to the next phase automatically. Hence, they need not reapply.
- 1.9.6 After the e-auction, the Allotment Committee shall recommend the allotment of Plot.
- 1.9.7 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.
- 1.9.8 Applicant has to deposit Allotment Money as mentioned in Data Sheet.
- 1.9.9 In case the due Allotment Money as mentioned above is not deposited within the stipulated/extended period, the allotment of plot shall be cancelled without giving any opportunity in this regard and Registration Money deposited shall be forfeited.
- 1.9.10 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.

1.10 Payment Schedule

- 1.10.1 Applicant/Allottee has to make full and final payment of the total premium of the plot (including Earnest Money / Registration Money) within 90 days from the issue of Allotment letter. The 90 days will include the date of issue of Allotment letter.
- 1.10.2 **Other conditions:**
- i. Payments can be made with online through Authority's website @ www.greaternoidaauthority.com. Authority is in the process and may soon implement end-to-end ERP system for all processes. Hence, in future only online payments will be accepted. The Allottee will have to abide by all such decisions of the GNIDA.
 - ii. 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.
 - iii. The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
 - iv. After depositing the installment/dues with the designated scheduled bank/payment gateway/online system, the Allottee shall intimate the same to GNIDA through a written intimation along with the details of amount deposited or through an email.
 - v. 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 outstanding Lease Rent, if any, and then towards premium due.
 - vi. The Allottee/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 Allottee/Lessee shall have to pay due installment along with interest on due date.
 - vii. 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 as per prevailing policy of GNIDA on the rate as applicable on the date of allotment of additional land. The rate calculated by GNIDA will be final and binding on the Allottee.

- viii. 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.
- ix. Applicable interest rate shall be as per Office Order, Reference No. 3659/Fin/office order/2023-24 dated 09/01/2024. This rate will change as per interest rate revision by GNIDA from time to time.

1.11 Unsuccessful applicants

- 1.11.1 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: Instructions to the Applicants

2.1 Implementation & Extension:

- 2.1.1 Development Norms shall be as per the prevailing Building Regulations/ Byelaws of GNIDA on the last day of Bid submission. 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 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 under the prevailing policy of Authority.
- 2.1.2 Provision for minimum LIG & EWS housing in the project shall be as per the prevailing policy of GNIDA and Government of Uttar Pradesh.
- 2.1.3 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.
- 2.1.4 The Allottee will adhere to the schedule of construction and completion of the project as given in the Data Sheet and inform the Authority in writing in the prescribed format.
- 2.1.5 The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the GNIDA in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The lessee shall be required to complete the construction of minimum F.A.R. of the allotted plot (as per GNIDA Building byelaws) as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the GNIDA within a period of three years from the date of execution of lease deed. In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, extension charges on the pro-rata land area shall be applicable at the time of grant of such extension as approved in 128th Board Meeting held on 28.12.2022 of GNIDA and Office Order No. ग्रेनो / बिल्डर्स / का0आ0 / 2022 / 09 dated 06.01.2023.
- 2.1.6 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.
- 2.1.7 Extension for completion may be granted 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. The current extension charges on the pro-rata land applicable for construction period shall be applicable as per prevailing norms.
- a) The current norms (First Phase – First Phase shall mean construction of minimum of the total F.A.R as per Building Byelaws.) for reference of the applicant are as follows:

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for First Phase
1	1 st Year (Fourth year after Lease deed)	1%
2	2 nd Year (Fifth year after Lease deed)	2%



- b) Failure to complete first phase in the first five years may lead to cancellation. Under exceptional circumstances, CEO, GNIDA at their discretion may allow a time extension beyond the 2nd year with the following charges on the pro-rata land:

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for First Phase
1	3 rd Year (Sixth year after Lease deed)	3%
2	4 th Year (Seventh year after Lease deed)	4%

- c) However, under no circumstances shall the time extension for first phase extend beyond seven years and such cases will face cancellation.

- 2.1.8 The current norms for penalty for construction of balance FAR i.e. Final Phase FAR (90% of permissible FAR or sanctioned FAR, whichever is higher) minus First Phase (minimum FAR), for reference, the applicant is advised to refer to No. ग्रेनो / बिल्डर्स / का0आ0 / 2022 / 09 dated 06.01.2023 and the pro rata land time extension charges mentioned below are as follows:

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for Balance FAR*
1	1 st Year (Eighth year after Lease deed)	1%
2	2 nd Year (Ninth year after Lease deed)	2%
3	3 rd Year (Tenth year after Lease deed)	3%
4	4 th Year (Eleventh year after Lease deed)	4%
5	5 th Year (Twelfth Year after Lease deed)	5%
6	6 th Year (Thirteenth Year after Lease deed)	6%

*The maximum time limit for completion of whole projects is 13 years from the date of lease deed.

*Time extension charges for the Balance FAR shall be calculated on pro rata land after deducting the minimum permissible FAR Any decision to provide time extension beyond the 13th Year will be taken on merits by CEO, GNIDA, whose decision in this regard will be final and binding. All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

GNIDA reserves the right to make any amendments or alteration as it finds expedient in the norms/orders specified above and all such amendments or alterations shall be binding on the lessee/allottee.

The prevailing building bye laws for minimum built up area (% of total permissible FAR) is as follows:

Size of Plots	Min. Built up Area (% of total permissible FAR)
Up to 4,000	50



Size of Plots	Min. Built up Area (% of total permissible FAR)
4000 - 10,000	40
10,000 - 20,000	35
20,000 - 1,00,000	30
1,00,000 - 2,00,000	25
2,00,000 - 4,00,000	20
Above 4,00,000	15

All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

- 1) The Allottee / lessee expressly agrees that no layout and / or building plan shall be approved and communicated unless all outstanding towards premium, lease rent etc. as on the date of submission of application and up to the date of approval have been duly paid to the Authority. Likewise, no Completion Certificate or Occupancy Certificate shall be issued by the Authority until all outstanding towards premium lease rent etc. have been duly paid to the Authority.
- 2) The Allottee / lessee shall not put any of its Allottee of flat space into possession for any reasons whatsoever whether for fitment etc prior to issue of Completion Certificate / Occupancy Certificate AND without clearing all dues.
- 3) The Allottee / lessee shall not be entitled to seek change / alteration under approved layout plans except in line with applicable bye-laws and all applicable statutory provisions like RERA etc.
- 4) Real Estate (Regulation and Development Act) 2016, UP Apartments ACT where applicable and the rules made under it will be followed by the developer.

ii. 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.

iii. Permissible Norms

- 1) All the infrastructural services within the plot area only shall have to be provided by the Allottee.
- 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) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).
- 4) The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.



- 5) All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater GNIDA Authority and the amendments made there in from time to time.
- 6) Provision for minimum LIG & EWS housing in the project shall be as per the prevailing policy of GNIDA and Government of Uttar Pradesh.



B. Section III: General terms and conditions

i. ESCROW Account

- 1) The Allottee may have to open ESCROW Account as per prevailing policy of the Authority.

ii. Execution of Lease Deed

- 1) The Allottee will be required to execute the Lease Deed of the plot 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.
- 2) However, in exceptional circumstances, the extension of time for the execution of the Lease Deed and taking over possession may be permitted, if at all, 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. Maximum 3 months extension shall be given from the due date of execution of Lease Deed. In case of failure to do so, the allotment of plot shall be cancelled and 30% of the premium (Bid amount) of the plot & any charges, interest and any other penalties shall be forfeited. If deposited amount is less, then entire deposited amount shall be forfeited.
- 3) The current prevailing policy of the Authority of is as follows:

In case of delay in execution of lease deed by the Allottee, extension may be granted by the Chief Executive Officer, at his discretion or any other officer authorized by him subject to payment of penalty @ INR 10/- for 1000 Sq. Mtrs. per day and annual lease rent (1% of the premium of the plot) per year computed on monthly basis.

Note: Extension of time and applicable penalties/fees/charges shall be calculated from due date of execution of lease deed.

- 4) Documentation charges: All cost and expenses of preparation, stamping and registering of 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.
- 5) Period of lease: 90 years from the date of execution of Lease Deed.

iii. Lease Rent

- 1) In addition to the total 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 premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.
 - ii. After every 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. No separate notice shall be given in this regard.
 - 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, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 3% + 9% p.a. as of 1st of July 2022 = 12% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. 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 @1% = 11% of the total premium of the plot) 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 the Allottee has no outstanding lease rent arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

iv. Location charges

- 1) If the plot is situated within 1 Km of Metro Corridor, then reserve price of the plot shall be enhanced by 10% and Bidding will not be permissible below this enhanced price.

v. Possession of the plot

- 1) Date of execution of Lease Deed shall be considered as the date of possession of the Plot.
- 2) Execution of Lease Deed(s) can be done only after payment of Allotment Money 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 whatsoever.

vi. Variation in actual area of allotted plot

- 1) The Area of the plots stated in the Brochure is approximate. The Applicant whose Proposal is accepted, shall have to accept any variation, up to 10% either way in the area of the plot, for which the Proposal has been offered. The premium of the plot will accordingly be calculated due to such variation in the area.
- 2) If the variation is more than 10%, on choice offered by GNIDA, the Applicant will have the option to accept or reject the allotment. If not accepted by the Applicant, GNIDA will either give a similar plot in the same sector or return the money deposited by Applicant without any interest for first 6 months (from exercise of the option by Applicant and 4% interest after 6 months).

vii. As is where basis/ Lease period

- 1) The plots are offered for allotment on a "as is where is basis" on lease for period of 90 years starting from the date of execution of the lease deed. The Allottee shall be responsible for appropriate due diligence by visiting the plot before Bid submission. No claim whatsoever is admissible on account of physical status of the land of the plot offered for allotments.

viii. Surrender

- 1) Surrender may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Surrender request letter by the Allottee. The current prevailing policy for reference of the Applicant is as follows:



- 1) In case the successful e-bidder/ allottee wishes to surrender the allotment before the issuance of allotment letter or before 90 days after the issuance of allotment letter then the entire EMD will get forfeited.
- 2) Under no circumstances, request for surrender shall be entertained after receiving full premium discovered through e-auction within 90 days from the date of issue of Allotment Letter.
- 3) During the bid 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
- 4) The date of surrender in the above case shall be the date on which the application for surrender is received online via "Nivesh Mitra". 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.

ix. Change in Constitution (CIC)

- 1) Change in Constitution may be allowed by the Lessor/GNIDA if at all as per the prevailing policy of the Lessor/GNIDA as prevailing on the date of submission of CIC request letter by the Lessee and upon payment of prescribed fees / charges and compliance of all required formalities.
- 2) In case of Change in Constitution of the Lessee/Allottee or the Consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 45 days, Lessee shall be subjected to penalties as per the prevailing policy.
- 3) Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

x. Change in Shareholding (CIS)

- 1) Change in Shareholding may be allowed by the Lessor/GNIDA if at all as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Lessee/Allottee and after payment of the prescribed Fees/charges.
- 2) In case of Change in Shareholding of the Lessee/Allottee or the Consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 45 days, Lessee shall be subjected to penalties as per the prevailing policy
- 3) Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

xi. Transfer of Plot & Flats (Sub-lease)

- 1) No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.



- 2) No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.
- 3) Thereafter, 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 email "authority@gnida.in") by the Allottee and after the following:
 - i. payment of prescribed fees/charges,
 - ii. clearance of all up to date dues, and
 - iii. overdue instalment towards premium of land.
- 4) The Allottee / lessee expressly agrees that in the event any application for transfer is made and the Authority grants permission therefor, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.
- 5) Transfer/Sub-lease of Flats (*Sub-lease*):
 - I. Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
 - II. The sub-lessee undertakes to put to use the premises for the residential use only.
 - III. First sale/transfer of a flat/plot 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.
 - IV. 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.
 - V. Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges
 - VI. Sale and sub-lease of EWS and LIG housing will be permitted as per Government declared policy.

xii. Role of GNIDA as per IBC 2016

- 1) Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, GNIDA will be treated a Secure Financial Creditor and this lease deed shall be a Financial / Capital Lease Deed.
- 2) Under the circumstances, where the Lessee/Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, Lessor will be treated as Secure Financial Creditor and the dues (including penalties) of the Lessee/Allottee shall be recovered through this procedure, treating Lessor/GNIDA as a Secure Financial Creditor.
- 3) All amounts that are payable by the Lessee/Allottee to the Lessor/GNIDA under the Lease Deed, whether towards the outstanding premium after e-auction shall constitute a financial debt within the meaning of the IBC, 2016 AND the same shall constitute a charge on the leased property within the meaning of T.P. Act and / or IBC, 2016.



- 4) The Lessee/Allottee expressly agrees that till such time all dues payable to the Lessor/GNIDA under these presents, whether on account of unpaid premium or lease rent or any other account are duly paid and so acknowledged by the Lessor/GNIDA, the leased premises shall remain a valuable security in the hands of the Lessor/GNIDA so as to secure due payment under Lease Deed. The premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016. The Lessee/Allottee agrees that possession of lease land is given, which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the Lessee/Allottee from its allottees shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.
- 5) The Lessor/GNIDA shall always have first charge over the leased premise in contrast to every financial institution or Bank from whom the Lessee/Allottee may borrow funds for completion of the project on the leased premise or any allottee of the Lessee/Allottee.
- 6) The lessee shall be bound to disclose to Allottees/buyers, prior to confirmation of allotment of any flat space to be constructed or already constructed, about the outstanding towards the Lessor/GNIDA and that such outstanding constitute a priority compared to the allottees in the construction or to be constructed flat space.

xiii. Maintenance

- 1) The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.
- 2) 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. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor 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.
- 3) No objection on the amount spent on maintenance of the buildings and the common services, will be entertained by the Lessor and the decision of Lessor in this regard shall be final and binding on the Lessee or its Allottees / Sub-lessee(s).
- 4) The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, Bye-laws, directions and guidelines of Greater GNIDA industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976, RERA Act and UP apartments Act 2010 and Rules made therein, and any other Act and Rules, from time to time.
- 5) In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.



xiv. Permission to Mortgage

- 1) Permission to mortgage may be allowed by the Lessor as per its prevailing policy, if any, as on the date of submission of such permission by the Lessee and after payment of prescribed fees / charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/ Gnida on the date permission is granted.
- 2) In the event any Permission to mortgage is issued by the lessor, then this Lessor shall always hold the first charge and will remain Secured Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016 in contrast of the Bank / Financial Institution or Allottee of flat/built-up space.

xv. Misuse, Additions, Alterations, etc.

- 1) The Lessee/Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot. 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) 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.
- 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.

xvi. Indemnity

- 1) The Allottee / 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 the Authority 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 dispute or claim whatsoever arising out of any accident during construction or during maintenance or working / functioning or inhabitation of the constructed building to any guest or sub-lessee.
 - iv. Any dispute or claim arising out of any allegation of infringement of any Intellectual Property Rights etc. in the designing etc. of the building to be constructed by the lessee.
 - v. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser

**xvii. Liability to Pay Taxes**

- 1) The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

xviii. Overriding Power over Dormant Properties

- 1) GNIDA reserves the right to all mines, minerals, coals, washing gold, earth oils, 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 plot(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.

xix. Consequences of mis-representation

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

xx. Cancellation of Lease Deed

- 1) Cancellation of Lease Deed shall be as per the prevailing policy of the Authority. The current prevailing policy for reference of the Applicant is as follows:
- 2) In addition to the other specific clauses relating to cancellation/determination, GNIDA, will be free to exercise its right of cancellation/ termination of the allotment/ the lease of plot 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 Applicant/Allottee/Sub-Lessee(s) or any breach/violation of the terms and conditions of the Scheme Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues or not completing the construction or making it functional within prescribed time
- 3) If the allotment is cancelled on the grounds mentioned in under sub-clause Clause 3.20.2 (i),above, the entire deposits till date of cancellation shall be forfeited and possession of the plot shall be resumed by the Authority/ Lessor with structures thereon, if any and the allottee/ lessee will have no right to claim any compensation, thereof. Without prejudice to the aforesaid, the Authority shall also have the liberty to initiate legal action against such allottee/ lessee.



- 4) If the allotment is cancelled on the grounds mentioned in Clause 3.20.2 (ii) or Clause 3.20.2 (iii) above, 30% of the total premium of plot after e-auction or total premium deposited (whichever is less) shall be forfeited in favour of GNIDA. Balance amount after recovering the lease rent till date of cancellation, if any, and after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.
- 5) After cancellation of the plot 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-Lessees will have no right to claim any compensation thereon.

xxi. Restoration

- 1) GNIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of GNIDA can restore the plots, if at all, as per the prevailing policy of the Authority as the time of submission of request letter after payment of applicable fees and charges. The prevailing policy for reference of the Applicant is as follows:
 - i. The application of restoration of plots shall be made within 60 days from the date of cancellation.
 - ii. The decision about the restoration application of the plots shall be taken within a period of 6 months after the date of cancellation.
 - iii. The Allottee shall have to pay restoration charges as per the prevailing policy of GNIDA (Presently, @10% of the total premium of the plot at prevailing rate on date of restoration application).
 - iv. The Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable.
 - v. The Allottee has to pay time extension charges as per terms of allotment / lease.
 - vi. 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 plots.
 - vii. All legal expenses shall be borne by the Allottee.
 - viii. The cancelled plot is not already allotted to another developer.
 - ix. In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots 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.
 - x. 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.

**xxii. Duty of Lessee to act, provide information etc.**

- 1) The Lessee/Allottee agrees that it shall provide quarterly statement regarding the construction / to be constructed, allotment of flat/built-up space, together with the name of such allottee, flat no. and the terms of every such allotment of constructed flat space to the Lessor (*Builder Buyer agreement*).
- 2) The Lessee/Allottee shall execute a Tripartite Sub Lease Deed of the superstructure and proportionate undivided interest in the land in favour of its allottee. The consideration therefor shall be receivable solely by the Lessee. The format of Tripartite instrument shall have to be got approved in writing from the Lessor.
- 3) In the event, there are outstanding payable to Lessor/GNIDA, then after receipt of 50% of consideration from the allottee of flat/built-up space, the Lessee and its allottee of flat space shall have to deposit the balance 50% consideration in an Escrow account so as to safeguard the interest of the Lessor and the buyer of flat/built-up space.
- 4) To ensure that the terms of this Brochure & Lease Deed and the sanctioned plans are always disclosed to its proposed allottees of flat/built-up space against written acknowledgement. The same shall also form part of terms of allotment of flat/built-up space. The flat/built-up space buyers shall have to acknowledge that they have read and understood the contents of the Lease Deed and agree to abide by the same.

xxiii. Amalgamation/Sub-division

- 1) No amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.

xxiv. Other Clauses

- 1) The Authority reserves the right to make any 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.
- 2) If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the earnest money deposited by applicant would be refunded. However, in case the period of deposit exceeds one year then the amount shall be refunded along with simple interest @ 4% per Annum.
- 3) In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of GNIDA shall be final and binding on the Allottee / Lessee and his / her / their successor.
- 4) In case there is any change of reserve price of allotment from any order of honorable High Court/Supreme Court or Government/Board 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.
- 5) 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.



- 6) 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), RERA, UP Apartment Act 2010/2016 and such rules, regulations or directions as are issued there under from time to time.
- 7) 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 (Prayagraj).
- 8) The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before applying. No claim whatsoever shall be entertained by the Authority in regard to the situation, location of physical status of the demised plot.
- 9) 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. Non-receipt or any delay as receipt of such approvals shall not be a ground to claim extension in time schedule of the implementation of project, either with or without charges.
- 10) In case an existing link road comes anywhere in the plot area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by GNIDA.
- 11) All arrears towards premium, lease rent or any other dues payable to the Authority shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.
- 12) 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.
- 13) GNIDA in larger public interest has the right 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, its sub-allottees / lessees.
- 14) The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. Any breach in this regard shall constitute breach of the terms of the Lease Deed.
- 15) The Lessee / its allottee / sub Lessee shall follow all the rules and regulations of RERA and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.
- 16) All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee.
- 17) The Allottee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management.
- 18) As per prevailing Sector Wise Rate List on the last date of Proposal Submission. Prevailing policy of the Authority attached as Section V: Annexure, Land Rates 2023-2024. (Office order: 40352/GN/Finance/2023-24 Dated: 15/05/2023) including metro location charges, if applicable.



- 19) Kindly note that these rates are subject to revision in each financial year (post 1st April of each year) and the reserve price prevailing on the day of the E-Auction shall be applicable. All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & Sub-lessee.
- 20) In case of any differences or inconsistency between conditions as occurring in this Lease Deed and Scheme Brochure, then the conditions of the Lease Deed shall override and shall be binding on the Lessees, its allottees / sub-lessees.



3 Section IV: Technical forms

xxv. Form No. 1: Application Form

To

**The Chief Executive Officer,
Greater GNIDA Industrial Development Authority**

Plot no 1, Knowledge Park-IV,

Greater GNIDA City-201308

Self-attested
photograph of
authorized
signatory

Dear Sir / Madam,

We hereby submit our application form for allotment of _____ (insert the type of plot to be allotted) plot to establish _____ on an area of _____ Sq.mt.

We hereby agree to pay allotment money / instalments / 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:

- Online payment receipt No. _____ dated _____ for Rs. _____ towards the Registration Money / Earnest Money Deposit.
- Online payment receipt No. _____ dt. _____ for Rs. _____ towards non-refundable / non-adjustable processing fees.
- Board Resolution / Certificate of authorization in favour of Shri / Smt. _____ S/o / D/o , W/o _____ as (status) _____ which is on behalf of the applicant / Society / Trust / Company / Firm / Registered Partnership firm i.e. M/s _____ constituted under _____ Act of _____ Government of India / State Government i.e. _____.
- Terms and conditions of the above registration duly signed as a token of acceptance of the terms and conditions of the allotment of Plot.
- The following documents duly signed by applicant and certified by C.A. are also enclosed.

#	Description	Enclosed "Yes" not Enclosed "No", Not Applicable "NA"	Reference (page no.).
1	Form No. 1 – Application Form		
2	Form No. 2 – Financial Statement of Turnover		
3	Form No. 3 – Financial statement of Net Worth		



#	<u>Description</u>	<u>Enclosed "Yes" not Enclosed "No", Not Applicable "NA"</u>	<u>Reference (page no.).</u>
4	Form No. 4 – Solvency Certificate		
5	Form No. 5 – Format for Affidavit		
6	Form No. 6 – Format for Affidavit (Non-Defaulter Declaration)		
7	Certificate of incorporation/ registration, memorandum & article of association of the company of rules & regulations of society/trust/partnership deed/firm <i>(to be signed by applicant and certified by CA).</i>		
8	Audited balance sheet of 2019-2020, 2020-21, 2021-22 & 2022-23 to be signed by applicant and certified by CA. In case of a Consortium, the above-mentioned balance sheet of each relevant member of the consortium shall be submitted.		
	All other documents as per Clause No. 1.7 – List of documents		

Date _____

Address of Applicant _____

Phone _____

Fax _____

Email _____

Signature of Authorized signatory

Stamp of Applicant with name & designation



xxvi. Form No. 2: Financial Statement of Turnover

Name of Applicant/Consortium Lead Member & relevant members -----

Sr. No.	Description	2019-20 (as per audited balance sheet)	2020-21 (as per audited balance sheet)	2021-22 (as per audited balance sheet)	2022-23 (as per audited balance sheet)
1.	Turnover of the Applicant/Consortium Lead Member & relevant members as per the last audited annual accounts.				

Signature of Authorised signatory

Stamp of applicant with name

And Status

Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s
, Chartered Accountants/Statutory Auditors, certify that the above information is correct.

Signature & Seal of Statutory
 Auditors / Chartered Accountant
 Membership No.



xxvii. Form No. 3: Financial Statement of Net Worth

Name of Applicant/Consortium Lead Member & relevant members -----

Sr. No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2022 or 31.3.2023 of the Applicant/Consortium Lead Member & relevant members as per audited annual accounts.		

Signature of Authorised signatory

Stamp of applicant with name

And Status

Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s

.....

....., Chartered Accountants/Statutory Auditors, for the applicant having Networth Rs.....certify that the above information is correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No.



xxviii. Form No. 4: Solvency Certificate

This is to certify that M/s _____ maintaining
Current Account / Saving Bank Account / FDR / Other Deposit Account Nos

_____ with us, having
Solvency of Rs. _____ as on _____.

Name of Officer with designation

(with rubber stamp)

Note: Separate certificate for company / firm / society / trust / everyone to be submitted. Solvency Certificate should not be more than 6 months old from the date of submission of application.



xxix. Form No. 5: 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 plot to be allotted) Plot in Greater GNIDA 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 also hereby certifies that neither our Company/ _____ M/s

_____ nor any of its director/constituent partners have been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the submitting Application for any project.

3. 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



xxx. Form No. 6: Format for Affidavit (Non-Defaulter Declaration)

(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/Partnership).

Ref.: Application of _____ (insert the type of plot to be allotted) Plot in Greater GNIDA Industrial Development Authority Area.

1. I, the undersigned, do hereby certify that our Company/_____ M/s _____ nor any of its director/constituent partners are defaulter's or are part of defaulter's list of GNIDA (For all land uses) on the last date of Bid / Proposal Submission.

Signature of Authorised signatory

Stamp of applicant with name

And Status/ designation



4 Annexures

xxxi. Land Rates 2023-24

ZONE	Builders /Group Housing Plots (In Sqm)	GNIDA Approved Rates (2023-24)
	Sector	
A	ALPHA 1, ALPHA 2, GAMMA 1, GAMMA 2, BETA 1, BETA 2, DELTA -1,2,3 & SWARN NAGRI (TAU), SECTOR 27	51,750
B	OMEGA 1, OMEGA 2, OMEGA 3, CHI 1,CHI 2,CHI 3,CHI 4, CHI 5, PI 1,PI 2, PHI 1,PHI 2,PHI 3,PHI 4, SECTOR-36 (RHO-I, SECTOR-37 (RHO-2), TECHZONE 4.	48,300
C	ETA 1, ETA 2,OMICRON 1,OMICRON 1A,OMICRON 2,OMICRON 3, XU 1, XU 2, XU 3, ZETA 1, ZETA 2, MU, MU 1, MU 2, SIGMA 1,SIGMA 2,SIGMA 3,SIGMA 4, PSI, SECTOR 10	46,000
D	SECTOR 1,SECTOR 2,SECTOR 3,SECTOR 4,SECTOR 5,SECTOR 6, SECTOR 11,SECTOR 12,SECTOR 16,SECTOR 16B,SECTOR16C,SECTOR 17,SECTOR 17A,SECTOR 17B,SECTOR 20	36,547