

SCHEME FOR

Master Plan Level Commercial Plots
in

Greater Noida

(FAR 4.0)

SCHEME CODE : CPS-VIII/2020-21





Commercial Plots – 4 FAR

S.No.	Plot Number	Area of Plot (sq. mtr)	Sector	Reserve Price per Sq Mtr (₹)	Processing Fee (₹)	EMD (₹)	Total Reserve Price of Plot (₹)	e-Auction start date	e-Auction end date	Incremental Value (₹)	Document Download Start Date	Document Download End Date	Last Date of Registration, EMD, Processing Fee Deposit	Last date of final submission of documents
1.	C-1	9250	Sector 10	60,000	2.15 Lakhs	2 Crore	55,50,00,000	10.12.2020, 2 PM	10.12.2020, 5 PM	55,50,000	28.10.2020, 3 PM	23.11.2020, 5 PM	23.11.2020, 5 PM	26.11.2020, 5 PM
2.	C-3	12000	Ecotech-12	62,000	4.15 Lakhs	3 Crore	74,40,00,000	11.12.2020, 10 AM	11.12.2020, 1 PM	74,40,000	28.10.2020, 3 PM	23.11.2020, 5 PM	23.11.2020, 5 PM	26.11.2020, 5 PM
3.	C-3	3600	Delta-01	66,000	1.15 Lakhs	1 Crore	23,76,00,000	11.12.2020, 2 PM	11.12.2020, 5 PM	23,76,000	28.10.2020, 3 PM	23.11.2020, 5 PM	23.11.2020, 5 PM	26.11.2020, 5 PM
4.	C-2	11500	Alpha-II	66,000	4.15 Lakhs	3 Crore	75,90,00,000	14.12.2020, 10 AM	14.12.2020, 1 PM	75,90,000	28.10.2020, 3 PM	23.11.2020, 5 PM	23.11.2020, 5 PM	26.11.2020, 5 PM
5.	SLC-3/1	2580	Alpha-II	66,000	1.15 Lakhs	1 Crore	17,02,80,000	14.12.2020, 2 PM	14.12.2020, 5 PM	17,03,000	28.10.2020, 3 PM	23.11.2020, 5 PM	23.11.2020, 5 PM	26.11.2020, 5 PM
6.	SLC-3/2	2580	Alpha-II	66,000	1.15 Lakhs	1 Crore	17,02,80,000	15.12.2020, 10 AM	15.12.2020, 1 PM	17,03,000	28.10.2020, 3 PM	23.11.2020, 5 PM	23.11.2020, 5 PM	26.11.2020, 5 PM
7.	SLC-3/3	2580	Alpha-II	66,000	1.15 Lakhs	1 Crore	17,02,80,000	15.12.2020, 2 PM	15.12.2020, 5 PM	17,03,000	28.10.2020, 3 PM	23.11.2020, 5 PM	23.11.2020, 5 PM	26.11.2020, 5 PM
8.	SLC-3/4	2580	Alpha-II	66,000	1.15 Lakhs	1 Crore	17,02,80,000	16.12.2020, 10 AM	16.12.2020, 1 PM	17,03,000	28.10.2020, 3 PM	23.11.2020, 5 PM	23.11.2020, 5 PM	26.11.2020, 5 PM
9.	SLC-3/5	2580	Alpha-II	66,000	1.15 Lakhs	1 Crore	17,02,80,000	16.12.2020, 2 PM	16.12.2020, 5 PM	17,03,000	28.10.2020, 3 PM	23.11.2020, 5 PM	23.11.2020, 5 PM	26.11.2020, 5 PM

- यदि किसी मूखण्ड के विरुद्ध प्रथम बार 03 बिड प्राप्त नहीं होती है तो उसे निरस्त कर दिया जायेगा व दूसरी बार बिड आमंत्रित की जायेगी। यदि दूसरी बार भी 03 बिड प्राप्त नहीं होती है तो उसे निरस्त कर दिया जायेगा व तीसरी बार बिड आमंत्रित की जायेगी। यदि तीसरी बार भी 03 बिड प्राप्त नहीं होती है, केवल एक ही बिड प्राप्त होती है, वह भी अधिकतम मूल्य (Higher than Reserve Price) से अधिक होगी तो मूखण्ड का आवंटन कर दिया जायेगा।
- Acceptance of Bid में 1% above reserve Price Incremental Value (जोकि ₹0 1000/- एक हजार रुपये के राउंड ऑफ में होगी) पर प्रथम बोली शुरू की जायेगी।





Data sheet	1
1 Section I: Instructions to the Bidders/Applicants	4
1.1 Definitions:	4
1.2 Eligibility Criteria	5
1.3 Qualification	6
1.4 How to apply & Acceptance of Bid	7
1.5 Language and currency	8
1.6 Applicant's responsibility	8
1.7 Documents required with Application	9
1.8 Extension of time limit for deposit of Allotment money	10
1.9 Payment options & schedule	10
1.10 Unsuccessful applicants	11
2 Section II: Special Conditions	12
2.1 Implementation & Extension:	12
2.2 List of activities permissible on the plot	13
2.3 Development Norms:	13
2.4 Permissible Norms	13
3 Section III: General terms and conditions	14
3.1 ESCROW Account	14
3.2 Execution of Lease Deed	14
3.3 Lease Rent	14
3.4 Location charges	15
3.5 Possession of the plot	15
3.6 Variation in actual area of allotted plot	15
3.7 As is where basis/ Lease period	15
3.8 Surrender	15
3.9 Change in Constitution (CIC)	16
3.10 Change in Shareholding (CIS)	16
3.11 Transfer of Plot	16
3.12 Role of GNIDA as per IBC 2016	16
3.13 Maintenance	16





3.14	Mortgage	17
3.15	Issue of Mutation Letter	17
3.16	Misuse, Additions, Alterations, etc.	17
3.17	Indemnity	18
3.18	Liability to Pay Taxes	18
3.19	Overriding Power over Dormant Properties	18
3.20	Consequences of mis-representation	18
3.21	Cancellation of Lease Deed	18
3.22	Restoration	19
3.23	Other Clauses	20
4	Annexures – Technical forms	22
4.1	Application form	22
4.2	Financial statement of turnover	24
4.3	Financial statement of Net Worth	25
4.4	Solvency certificate	26
4.5	Format for affidavit	27
4.6	Annexures – Financial forms	28





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.	Issuance of Allotment Letter	To be communicated on a later date						
5.	Contact person, designation and contact details (address and phone nos.) in the Authority office	Commercial Department Greater Noida Industrial Development Authority Plot No: 01, Knowledge Park IV, Greater Noida Uttar Pradesh 201310 Email: commercialmgr@gnida.in Phone No: +91-120 2336046, 2336047, 2336048, 2336049 Website: www.greaternoidaauthority.in						
6.	Allotment method for the scheme	E-Auction						
7.	Availability of scheme brochure (GNIDA)	Can be downloaded from the Authority's website www.greaternoidaauthority.in https://etender.sbi						
8.	Processing Fee	<table> <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)						
9.	Earnest Money Deposit	<table> <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 Crore</td><td>INR 2 Crore</td><td>INR 3 Crore</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 Crore	INR 2 Crore	INR 3 Crore
For plots up to 5000 Sqm	For plots more 5000 Sqm but up to 10000 Sqm	For plots more 10,000 Sqm						
INR 1 Crore	INR 2 Crore	INR 3 Crore						
10.	Allotment Money	30 percent of total Premium/cost of the plot after adjusting Earnest Money shall be deposited by the successful bidder within 60 days of the date 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 the plot shall be cancelled, and money deposited as Earnest Money shall be forfeited.						





11.	Payment options	<p>Option 1: 100% within 90 days from the date of issue of Allotment Letter.</p> <p>Option 2: 50% within 60 days from the date of issue of Allotment Letter and balance amount i.e. 50% of the total premium of the plot 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 July 2020).</p> <p>Option 3: 30% within 60 days from the date of issue of Allotment Letter and balance amount i.e. 70% of the total premium of the plot 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 July 2020).</p>
12.	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.
13.	Transfer	<p>Transfer of plot 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:</p> <ul style="list-style-type: none"> i) payment of prescribed fees/charges, ii) clearance of all up to date dues, and iii) overdue installment towards premium of land.
14.	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.
15.	Location charges	Not applicable
16.	Permissible commercial activity	<p>The only permissible commercial activities are:</p> <ol style="list-style-type: none"> 1. Development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, restaurants, Banks, hotels, banquet halls, offices and other such commercial activities as permitted in the zonal regulations and Phase I Master Plan 2021 of GNIDA, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out.
17.	Norms of development	<ol style="list-style-type: none"> 1. Floor Area Ratio (FAR): 4 (Purchasable FAR shall not be admissible in future)





		<p>2. Norms related to permissible FAR, Ground Coverage, setbacks and permissible height shall be as per Building Bylaws of the GNIDA at the last date of Bid Submission.</p> <p>3. Other norms for development/construction shall be as per the applicable Building Regulations of GNIDA at the last date of Bid Submission.</p> <p>4. In case of discrepancy between Building Bylaws/Regulations and development norms as mentioned in this Scheme document, then Building Bylaws/Regulations at the last date of Bid Submission of GNIDA shall prevail.</p>
18.	Reserve Price	₹ 60,000/- to ₹ 66,000/- per sq. meter
19.	Rate of annual Lease Rent	2.5% of the total premium of the plot to be increased by 50% every ten years.
20.	Construction Period	Time limit for obtaining Completion Certificate (from the due date of execution of Lease Deed): 3 Years Minimum requirement for sanction/ completion shall be as per Clause No. 2.1.5
21.	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.





1 Section I: Instructions to the Bidders/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 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) “Bidder/Applicant” 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) “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 Bid as a Bidder. 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/Bidder 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/ 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 land) 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 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).
- xxvi) "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xxvii) "P.T.M." Permission to Mortgage.

1.2 Eligibility Criteria

- 1.2.1 Any Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public limited company or consortium of any of these can submit Bid(s) for one or more than one plot. The firms and the



companies should be registered in India.

1.2.2 The Bidder should be competent to contract.

1.2.3 A separate application form shall be required to be submitted for each plot.

1.2.4 In case where the plot is greater than 1,000 Sqm, the Bidder may form a consortium as per the following conditions:

- Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with the Greater Noida Authority. Lead Member should be the single largest shareholder having at least 30% share in the consortium. The shareholding of the Lead Member in the consortium shall remain at least 30% till the occupancy/ completion certificate of the entire project has been obtained for the project from GNIDA. Each member of the consortium will have equity stake of at least 5%. The group of entities jointly submitting the Bid as a Consortium shall not exceed 5 (five).
- 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:
 - o In case of a consortium with the following shareholding:
 - ❖ Lead Member = 40% Share
 - ❖ Consortium Member = 20% Share
 - ❖ Consortium Member = 20% Share
 - ❖ Consortium Member = 20% Share
 - o 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
 - o 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
 - o The Eligible Net Worth shall be as follows:
 - ❖ Lead Member = 40% x 50 Crore = 20 Crore
 - ❖ Consortium Member = 20% x 20 Crore = 4 Crore
 - ❖ Consortium Member = 20% x 20 Crore = 4 Crore
 - ❖ Consortium Member = 20% x 20 Crore = 4 Crore

In this case, the Total Net Worth of Consortium shall be: 20
+ 4 + 4 + 4 = 32 Crore

- All Consortium Members shall be jointly and severally responsible for the successful implementation of the Project.
- Minimum Net Worth as per the Financial Eligibility Criteria is to be maintained by the consortium till the issuance of Completion Certificate by GNIDA.
- 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.

1.3 Qualification Criteria

1.3.1 Financial Eligibility Criteria:

#	Parameters	For plots up to 1000 Sqm	For plots more 1000 Sqm but up to 2000 Sqm	For plots more 2000 Sqm but up to 3000 Sqm	For plots more 3000 Sqm but up to 4000 Sqm	For plots more 4000 Sqm but up to 5000 Sqm	For plots more 5000 Sqm but up to 9999 Sqm	For plots more 10,000 Sqm
I	Minimum Net Worth as on 31.3.2019 duly certified by the Bidder/Applicant's statutory auditors/Chartered Accountant	None	INR 2 Crore	INR 3 Crore	INR 4 Crore	INR 5 Crore	INR 10 Crore	INR 15 Crore
II	Minimum Solvency as per Certificate not more than 6 months old , from a Nationalised/Scheduled Bank	None	INR 20 Lakhs	INR 30 Lakhs	INR 40 Lakhs	INR 50 Lakhs	INR 1 Crore	INR 1.5 Crore
III	Minimum Total Turnover for the last 3 accounting years duly audited by the Bidder/Applicant's statutory auditors / Chartered Accountant i.e. 2016-17, 2017-18 and 2018-19 as per the last published balance sheets.	None	INR 4 Crore	INR 6 Crore	INR 8 Crore	INR 10 Crore	INR 20 Crore	INR 25 Crore





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

1.4 How to apply & Acceptance of Bid

- 1.4.1 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.
- 1.4.2 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/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.
- 1.4.3 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.
- 1.4.4 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.
- 1.4.5 Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
- 1.4.6 Bidding will not be permissible below the reserve price/allotment rate of the plot.
- 1.4.7 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.
- 1.4.8 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.
- 1.4.9 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:
- | | | | |
|----|--|---|---|
| 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 |





- 1.4.10 Incomplete bid documents will not be considered.
- 1.4.11 The Bidder/Applicant cannot withdraw the offer/bid once made.
- 1.4.12 The qualification Bids shall be opened by the Committee constituted for this Purpose by GNIDA.
- 1.4.13 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.
- 1.4.14 Portal for e-auction <https://etender.sbi> can also be accessed through a link at GNIDA website www.greaternoidaauthority.in
- 1.4.15 Customer Care for technical support on registration, deposit of fees, e-auction etc. Phone: 022-22811110 email: etender.support@sbi.co.in
- 1.4.16 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.
- 1.4.17 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. The size of the plot may be increased or decreased.
- 1.4.18 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.
- 1.4.19 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:
 - 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.
- 1.6.2 GNIDA shall not be liable for any mistake or error or neglect by the Applicant.

1.7 Documents required with Application

- 1.7.1 Following documents duly signed by the applicant and certified by Chartered Accountant on each page, should be enclosed with the application form for registration:

A. In case of Company (Private & Public):

- Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
- General information of the Bidder/Applicant as per Annexure No. 4.1





- Certified true copy of Memorandum & Articles of Association
- List of Directors certified by a Chartered Accountant as on date of submission of Bidder/Applicant
- List of Shareholders certified by the statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporates and the public as on date of submission of Bid
- 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.
- Net Worth Statement certified by the statutory auditors/Chartered Account of the Company
- Audited annual Financial reports for the last three (3) year i.e. 2016-2017, 2017-18 and 2018-19 certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.
- Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.

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

- Attested copy of the Partnership Deed in case of Partnership firm
- Attested Copy of the certificate issued by Registrar of Firm.
- General information of the Bidder/Applicant as per Annexure No. 4.1
- Board resolution authorizing the applicant to sign on behalf of the Partnership/ Limited Liability Partnership (LLP) for making this application.
- Net Worth Statement certified by the statutory auditors/Chartered Account of the Partnership firm.
- Audited annual Financial reports for the last three (3) year i.e. 2016-2017, 2017-18 and 2018-19 certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4
- Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.

C. In case of Proprietorship:

- General information of the Bidder/Applicant as per Annexure No. 4.1
- Net Worth Statement certified by the statutory auditors/ Chartered Account of the Proprietorship concern.
- Audited annual Financial reports for the last three (3) year i.e.



2016-2017, 2017-18 and 2018-19 certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.

- Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4

Apart from the above list (not exhaustive) relevant documents mentioned in any other part of this document also needs to be submitted.

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 Payment options & schedule

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

1.9.2 **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 plot 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 July 2020). 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.

1.9.3 **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 plot 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 July 2020). This rate will change as per interest rate revision by GNIDA.

1.9.4 Other conditions:

- i. The Bidder/Applicant has to give his option for the payment plan along with the Bid as per Annexure No. 4.1.
- ii. Payments can be made with any of the listed banks via DD or online through Authority's website @ www.greaternoidaauthority.in
- 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 effect 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 1st of July 2020 = 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 1.9.4(v).
 - vii. 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 Lease Rent payable and then towards premium due.
 - viii. 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.
 - ix. 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.
 - x. In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/Nolitigation 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 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.

1.10 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: Special Conditions

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 in the building byelaws/regulations after the allotment is made then the same shall not be available to the Allottee under this scheme unless the Allottee pays further amount towards purchase of additional FAR i.e. beyond that mentioned in the allotment letter.
- 2.1.2 The Allottee will commence the construction after taking over physical possession of the plot as per duly approved building plan and inform in writing to GNIDA about timely completion of the approved project.
- 2.1.3 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.
- 2.1.4 Extension for completion: Normally, no extension for completion would be granted; However, in exceptional circumstances, extension 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 applicable for construction period for reference of the Applicant are as follows:

S.No.		Time extension charges
1	For fourth year the penalty shall be	1% of the total Premium per year
2	For fifth year the penalty shall be	Additional 1% of the total Premium per year

Note: Maximum extension for completion given to Allottee shall be five (5) years. After this period, the allotment would automatically stand cancelled in reference to the GO number: 1117 (2)/LXXIX-V-1-2020-2(ka)-17-2020. All permission of extension and penalties will be calculated from due date of execution of lease deed.

- 2.1.5 The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the completion certificate issued from Planning Department of the GNIDA phase wise as per the building regulations and directions of the GNIDA for minimum built-up area as per table mentioned below:





Sr. No.	Plot Area (in Sqm)	Min. Built-up as percentage of total FAR
1	Up to 4000 sqm	50%
2	Exceeding 4,000 sqm but not exceeding 10,000 sqm.	40%
3	Exceeding 10,000 sqm but not exceeding 20,000 sqm.	35%
4	Exceeding 20,000 sqm but not exceeding 10,0000 sqm.	30%
5	Exceeding 100000 sqm but not exceeding 200000 sqm.	25%
6	Exceeding 200000 sqm but not exceeding 400000 sqm.	20%
7	Above 400000 sq. mtrs.	15%

2.2 List of activities permissible on the plot

2.2.1 The list of activities permissible for Floor Area Ratio (FAR) 4 shall be - Development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, restaurants, banks, hotels, banquet halls, offices and other such commercial activities as permitted in the zonal regulations and Phase I Master Plan 2021 of GNIDA, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out.

2.3 Development Norms:

2.3.1 The Allottee can do development for as per the prevailing Building Regulations/Byelaws of the Authority on the last day of Bid Submission. The prevailing Building Regulations for reference of the Applicant are as follows:

Maximum permissible Floor Area Ratio (FAR)	4.0
Maximum permissible Ground Coverage	40%
Maximum permissible Height	No Limit

2.4 Permissible Norms

- 2.4.1 All the infrastructural services within the plot area only shall have to be provided by the Allottee.
- 2.4.2 All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.
- 2.4.3 Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).
- 2.4.4 The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.
- 2.4.5 All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater Noida Authority and the amendments made there in from time to time.



3 Section III: General terms and conditions

3.1 ESCROW Account

- 3.1.1 As per the regulations of GNIDA, every allottee must open an ESCROW account in agreement with GNIDA wherein, 100% of the project receivables from Allottees / Sublessees / Buyers must be deposited.
- 3.1.2 Opening of the ESCROW account must be before execution of Lease Deed. The conditions and details of the ESCROW account shall as per the prevailing policy of GNIDA.

3.2 Execution of Lease Deed

- 3.2.1 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. In case of failure to do so, the allotment of plot may be cancelled and 30% of the premium (Bid amount) of the plot & any charges, interest and any other penalties may be forfeited.

- 3.2.2 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 prevailing policy of the Authority of is as follows:

1	First 6 Months	1% of the total premium of the Plot
2	Second 6 Months	Additional 2% of the total premium of the Plot
3	Third 6 Months	Additional 4% of the total premium of the Plot
4	Fourth 6 Months	Additional 8% of the total premium of the Plot
	After that	Additional 2% of total premium of the plot 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.

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

- 3.2.3 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.

- 3.2.4 Period of lease: 90 years from the date of execution of Lease Deed.

3.3 Lease Rent

- 3.3.1 In addition to the premium of plot, the lessee shall have to pay yearly Lease Rent in the manner given below.
- I. The Lease Rent will be 2.5% of the premium of the plot 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 1st of July 2020 = 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 plot) as One Time Lease Rent unless the Authority decided to withdraw this facility. On payment of onetime 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 will not be considered for adjustment in the amount payable towards One Time Lease Rent.

3.4 Location charges

- 3.4.1 Location charges – Not applicable

3.5 Possession of the plot

- 3.5.1 Possession of allotted plot will be handed over to the Lessee/Sub-Lessee(s) upon execution of Lease Deed(s).
- 3.5.2 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.
- 3.5.3 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.

3.6 Variation in actual area of allotted plot

- 3.6.1 The Area of the commercial plots stated in the Brochure is approximate. The Bidder/Applicant whose Bid is accepted, shall have to accept any variation, up to 20% either way in the area of the commercial plot, for which the Bid has been offered. The premium of the commercial plot will accordingly be calculated due to such variation in the area.

3.7 As is where basis/ Lease period



- 3.7.1 The plots are offered for allotment on “as is where is basis” on 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 plot before Bid submission. No claim whatsoever is admissible on account of physical status of the land of the plot offered for allotments.

3.8 Surrender

- 3.8.1 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.

- 3.8.2 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, will be forfeited and the remaining amount after adjustment of all dues of authority if any, will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc. shall not be refundable.

NOTE: 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.

3.9 Change in Constitution (CIC)

- 3.9.1 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.

- 3.9.2 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.

3.10 Change in Shareholding (CIS)

- 3.10.1 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.

- 3.10.2 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.

3.11 Transfer of Plot

- 3.11.1 Transfer of plot 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.

3.12 Role of GNIDA as per IBC 2016

- 3.12.1 Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, GNIDA will be treated a Secure Financial Creditor and the lease deed executed shall be a Capital Lease Deed.



- 3.12.2 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, treating GNIDA as a Secure Financial Creditor.

3.13 Maintenance

- 3.13.1 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 plot. 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.

3.14 Mortgage

- 3.14.1 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. GNIDA can refuse Mortgage permission in case of any default.
- 3.14.2 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 (Insolvency and Bankruptcy Code) 2016.

3.15 Issue of Mutation Letter



3.15.1 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 original challan against payment of transfer charges in one of the Authorized Bank shall be required.

3.16 Misuse, Additions, Alterations, etc.

3.16.1 The 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.

3.16.2 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.

3.16.3 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.

3.17 Indemnity

3.17.1 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

3.18 Liability to Pay Taxes

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

3.19 Overriding Power over Dormant Properties

3.19.1 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.

3.20 Consequences of mis-representation

3.20.1 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.

3.21 Cancellation of Lease Deed

3.21.1 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 plot in case of the following SCHEME

- 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 Bidder/Applicant/Allottee/Sub-Lessess(s) or any breach/violation of the terms and conditions of the Bid, Scheme Document, allotment, lease and/or non-deposit of the allotment amount, installments or any other dues.

3.21.2 If the allotment is cancelled on the grounds mentioned in Clause 3.19.1 (i) above, the entire amount deposited by the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lessee(s) till the date of cancellation/determination, shall be forfeited by GNIDA and no claim, whatsoever, shall be entertained in this regard.

3.21.3 If the allotment is cancelled on the grounds mentioned in Clause 3.19.1 (ii) or Clause (iii) above, 30% of the total premium of plot or total premium deposited (whichever is less) together with due lease rent, interest, extension charges till the date of cancellation shall 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.

3.21.4 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-Lessees will have no right to claim any compensation thereon.

3.22 Restoration

3.22.1 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. The restoration will be subject to the following conditions:

- I. The application of restoration of plots shall be made within 60 days from the date of cancellation.
- ii. The decision about the restoration of the plots 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 plot 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 plots.
- viii. No Court case is pending on the Allottee.
- ix. All legal expenses would be borne by the Allottee.
- x. 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.
- 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.

3.23 Other Clauses

- I. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- 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 applying.
 - 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. 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.
 - xi. All arrears due to the Lessor are recoverable as arrears of land revenue.
 - xii. 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.
 - xiii. 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.
 - xiv. The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted.
 - xv. The Allottee/ Lessee shall follow all the rules and regulations of RERA and the Building Bye Laws of GNIDA.





4 Annexures – Technical forms

4.1 Application form

(To be submitted in duplicate)

Form Sl.No. _____

Self-attested
photograph of
authorized
signatory

To

The Chief Executive Officer,
Greater Noida Industrial Development Authority
Plot no 1, Knowledge Park-IV,
Greater Noida City-201308

Subject: Application for allotment of _____ *(insert the type of plot to be allotted)* **Plot** _____

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 /A 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) Project/proposal details along with schedule of project implementation for which this application is being submitted.
- c) This entire document, including all terms and conditions is enclosed herewith which will be duly signed by the authorized signatory upon submission as acceptance of the terms and conditions of the allotment of land.
- d) The other statutory documents duly certified by C.A. are enclosed:

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





#	Description	Enclosed "Yes" not Enclosed "No", Not Applicable "NA"	Reference (page no.).
1	Photocopy of certificate of incorporation/ registration, memorandum & article of association of the company/rules & regulations of society/trust/or partnership deed (to be signed by Applicant and certified by CA).		
2	Audited annual Financial reports for the last three (3) year i.e. 2016-2017, 2017-18 and 2018-19 certified by the CA as per the last published balance sheets. (Annexure No.4.2)		
3	Financial statement of Net worth as on 31.3.2019 to be signed by applicant and certified by CA (Annexure No.4.3).		
4	Solvency Certificate not be more than 6 months old from the date of submission of application (Annexure No.4.4)		
	(All other documents as specified in Clause No. 1.7 Documents required with Application)		

g) Refund Account Details (For the purpose of refund or earnest money of unsuccessful applicants)

Name of Bank & Branch _____

Bank Account No. _____

IFSC Code: _____

H) Payment Option:

Date _____

Address of Applicant _____

Phone _____

Fax _____

E_mail _____

Signature of Authorized signatory

Stamp of Applicant with name & designation





4.2 Financial statement of turnover

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

S.No.	Description	2016-17 (as per audited balance sheet)	2017-18 (as per audited balance sheet)	2018-19 (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 and Seal of Chartered

Accountants/Statutory Auditors

Membership No.





4.3 Financial statement of Net Worth

S.No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2019 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 networkth

Rs.....certify that the above information is correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No. _____





4.4 Solvency certificate

This is to certify that M/s _____ maintaining Current Account / Saving Bank Account / FDR / Other Deposit Account Nos _____ with us, having liquidity of Rs. _____ as on _____.

Name of Officer with designation
(with rubber stamp)

Note:1. Separate certificate for each company / firm / society / trust / individual to be submitted.

1. Solvency Certificate should not be more than 6 months old from the date of submission of application.





4.5 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 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 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 bidding /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



4.6 Annexures – Financial forms

Kindly attach your last 3 years audited financial account statements





Greater Noida Industrial Development Authority

Plot No. 01, Knowledge Park-04, Greater Noida 201308. Dist. Gautam Budh Nagar, U.P.

Helpline Center No. : 0120-2336049, 2336047, 2336048, 2336049

Ph.: 0120-2336030-33, **E-mail:** authority@gnida.in, **Website:** www.greaternoidaauthority.in