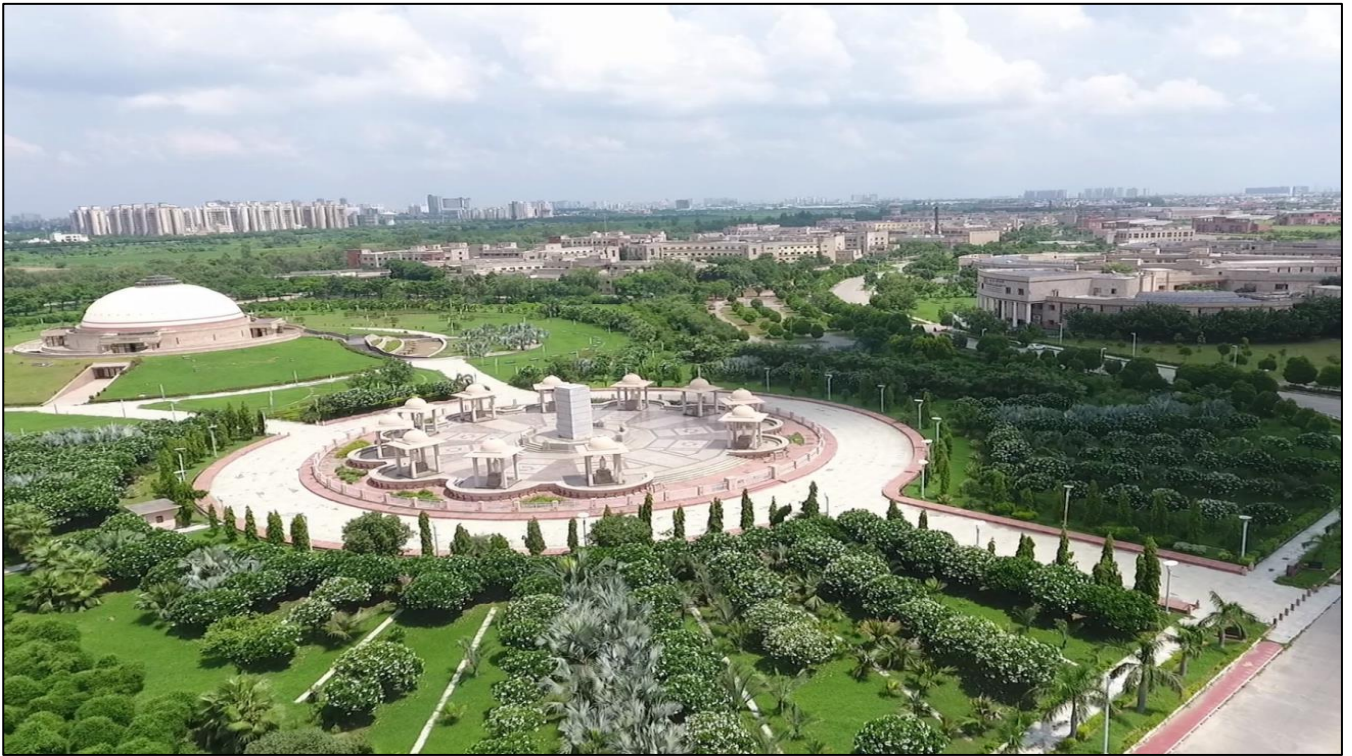




GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

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



SCHEME FOR IT / ITES PLOTS IN GREATER NOIDA

SCHEME CODE: 0001/2020-21



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Data sheet

#	Head	Details
1.	Date of issue of the Scheme Brochure	As mentioned in the portal
2.	Date of closure of the scheme/last date of submission of application form	As mentioned in the portal
3.	Date of opening of Proposals/ Applications	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	Anil Sharma DGM (IT), IT Department Greater Noida Industrial Development Authority Plot No: 01, Knowledge Park IV, Greater Noida Uttar Pradesh 201310 Email: ----- Phone No: ----- Website: www.greaternoidaauthority.in
6.	Allotment method for the scheme	1. Online application through Greater Noida/Nivesh Mitra portal on the basis of screening and interview 2. Through direct allotment for Mega investment and beyond, based on letters from GOUP/Invest UP
7.	Availability of scheme brochure (GNIDA)	Can be downloaded from the Authority's website www.greaternoidaauthority.in
8.	Processing Fee	An amount of INR 15000/- (+18% GST Rs. 2700) towards application from fee will be remitted automatically along with registration amount and Processing Fee. To excess online form click www.niveshmitra.up.nic.in . (Non-refundable)
9.	Application Money/Registration Money/ Earnest Money Deposit	10% of the total premium of the plot shall be deposited with application form as Registration Money. The Registration money of the unsuccessful applicants will be returned without interest after rejection of application. (Adjustable or Refundable)
10.	Allotment Money	30 percent of total Premium/cost of the plot after adjusting Registration Money shall be deposited by the allottee 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 time period, the allotment of the plot shall be cancelled, and money deposited as



#	Head	Details
		Registration Money shall be forfeited.
11.	Payment options	<p>Option 1: 100% (including 10% application money) within 60 days from the date of issue of Allotment Letter.</p> <p>Option 2: 50% (including 10% application Money) 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% (including 10% application money) 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.	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	<p>Location charges shall be payable by the allottee / lessee before execution of lease deed in lumpsum.</p> <p>I. For plot facing 45 mtr. wide or above sized roads - 5% of the Total Premium of Plot. (Only applicable to plot with area less than 15 Acres).</p>
14.	Permissible activity	<p>Permissible activities shall be as per Clause No. 2.2.</p> <p>(The list of activities permissible shall be activities as permitted in the zonal regulations and Phase I Master Plan 2021 of GNIDA.)</p>
15.	Norms of development	<ol style="list-style-type: none"> 1. 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 Proposal Submission. 2. Other norms for development/construction shall be as per the applicable Building Regulations of GNIDA at the last date of Proposal Submission. 3. 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 Proposal Submission of GNIDA shall prevail.



#	Head	Details										
16.	Rate of Allotment/ Reserve Price	<p>Rate of allotment shall be as follows (subject to change on the date of allotment)</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Rate List sector wise Per Sq.mtr.</th> </tr> </thead> <tbody> <tr> <td>Up to 4000 Sqm.</td> <td rowspan="5">As per sector wise rate list Annexure - 3</td> </tr> <tr> <td>Addition to 4000 sqm. to 8000 sqm.</td> </tr> <tr> <td>Addition to 8000 sqm. to 20000 sqm.</td> </tr> <tr> <td>Addition to 20000 sqm. to 40000 sqm.</td> </tr> <tr> <td>Addition to 40000 sqm to 80000 sqm.</td> </tr> <tr> <td>Addition to 80000 sqm.</td> <td></td> </tr> </tbody> </table>	Category	Rate List sector wise Per Sq.mtr.	Up to 4000 Sqm.	As per sector wise rate list Annexure - 3	Addition to 4000 sqm. to 8000 sqm.	Addition to 8000 sqm. to 20000 sqm.	Addition to 20000 sqm. to 40000 sqm.	Addition to 40000 sqm to 80000 sqm.	Addition to 80000 sqm.	
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Addition to 80000 sqm.												
17.	Rate of annual Lease Rent	2.5% of the total premium of the plot to be increased by 50% every ten years.										
18.	Construction Period	<p>Time limit for obtaining Completion Certificate for first phase of the project (from the date of execution of Lease Deed): 3 Years (means construction of minimum permissible FAR as per minimum FAR for applying completion as defined in Building Bylaws on last date of Proposal Submission Submission)</p> <p>Time limit for obtaining Completion Certificate for full/final phase of the project (from the date of execution of Lease Deed): 7 Years (Second Phase shall mean construction of at least 75% of permissible FAR or Sanctioned FAR, whichever is more)</p> <p>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.</p>										
19.	Amalgamation or Sub-division	May be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Amalgamation/Sub-division permission request letter by the Allottee and after payment of prescribed fees/charges.										



1 Section I: Instructions to the Applicants

1.1 Definitions

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

- i) "Authority" means the Greater Noida Industrial Development Authority
- ii) "Authorised Bank" implies the bank that has been identified by the Authority
- iii) "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
- iv) "Allotment money" is the amount as prescribed in the scheme brochure and is expected to be deposited by the Allottee within the given time period
- v) "Allottee" is the person whose allotment letter has been issued by the competent officer
- vi) "Screening committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment under the advertised scheme.
- vii) "Allotment committee" is a committee constituted at the Authority for selection of Applicant(s) for allotment under the advertised scheme.
- viii) "Applicant" is the person/entity who has submitted application with requisite documents in response to this scheme.
- ix) "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
- x) "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
- xi) "Consortium" refers to the group of entities (not exceeding 5) jointly submitting the application as an Applicant. Each of the members of the Consortium shall individually be referred to as "Consortium Member".
- xii) "Day" means calendar day
- xiii) "Government" means the Government of Uttar Pradesh
- xiv) "Lead Member" means
 - a. where the Applicant 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 **New Company**: Net Worth of Promoters/Shareholders
- 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) "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
- xxi) "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.
- xxii) "Total Premium of the plot" is is the total amount payable to the Authority calculated as the quoted bid price per sqm multiplied by the total area of the plot in case of plots being offered on bidding. However, apart from Bidding, "Total Premium of the plot" shall mean the Reserve 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)
- xxiii) "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xxiv) "P.T.M." Permission to Mortgage.
- xxv) "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 Submission
- xxvi) "Second Phase of Project" means construction of minimum 75% of permissible FAR or Sanctioned FAR, whichever is higher

1.2 Eligibility Criteria

- 1.2.1 Any Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public limited company, New Formed Company can submit Application for one or more than one plot. The firms and the companies should be registered in India.
- 1.2.2 The Applicant should be competent to contract.



1.2.3 Minimum acceptable investment for the project shall be calculated as **Rs.7.00 crores** per acre (excluding land cost). As a proof of investment, the lessee shall submit the Certificate of Chartered Accountant and Approved Valuer of the same to the lessor on yearly basis excluding land cost.

1.2.4 Minimum financial Eligibility Criteria for the applicant is as follows:

#	Parameters	Amount in INR Per Acre
I	Minimum Net Worth as on 31.3.2019/31.9.2020 duly certified by the Applicant's statutory auditors/ Chartered Accountant. Note: In case of New Companies, the Net Worth of Promoters/Shareholders shall be evaluated.	INR 2 Crore
II	Minimum Solvency as per Certificate not more than 6 months old from the date of application, from a Nationalised/Scheduled Bank.	INR 20 Lakhs
III	Minimum Total Turnover for the last 3 financial years duly audited by the Applicant's statutory auditors / Chartered Accountant i.e. 2016-17, 2017-18, 2019-20 and 2019-20 as per the last published balance sheets. Note: In case of New Companies, there will be exemption from achieving minimum turnover if from Audited Balance Sheets for Group Companies of the Promoters it can be established that Promoters have good reputation of setting similar projects earlier.	INR 4 Crore
IV	Minimum Acceptable Investment	INR 7 Crore

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

In case of New Companies, it is understood that there will not be any Published Audited Balance Sheets available to achieve minimum turnover requirement. Hence, in this case, the Screening Committee shall evaluate the reputation of the promoters by studying the financial health of all other Group Companies by the same Promoters. It is the responsibility of the New Company (Applicant) to include all applicable proofs in their respective Project Report to prove their intentions and background expertise to develop the Project on time.

1.3 How to apply

1.3.1 The scheme brochure can be downloaded from the Authority's website www.greaternoidaauthority.com/ Nivesh Mitra Portal and may be submitted online through GNIDA portal/ Nivesh Mitra with online payment equivalent to fees as mentioned in the data sheet of this document.

1.3.2 The Applicants must attach a non-refundable and non-adjustable Processing Fee of Rs. 15,000/- (+GST 18%) which will be paid online along with Registration Money/ Earnest Money equivalent to 10% of the total Premium of the Plot area which is either adjustable or refundable for which application is being submitted should be deposited.

1.3.3 Applicants can apply plot wise and Plot will be allotted within the next 45 days.



1.4 Language and currency

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

1.5 Applicant's responsibility

- 1.5.1 It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:
- 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.
- 1.5.2 GNIDA shall not be liable for any mistake or error or neglect by the Applicant.
- 1.5.3 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.

1.6 Documents required with Application

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

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 Form No. 4.1
- iii) Certified true copy of Memorandum & Articles of Association
- iv) List of Directors certified by a Chartered Accountant as on date of submission of Application
- v) List of Shareholders certified by the statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporates and the public as on date of submission of Application
- 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 i.e. 2016-2017, 2017-18, 2018-19 and 2019-20 certified by the CA as per the last published balance sheets in accordance with Form No. 4.2.
- ix) Solvency Certificate not more than 6 months old (from the date of application) from a nationalized/ scheduled bank in accordance with Form No. 4.4.

**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 Form 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 i.e. 2016-2017, 2017-18, 2018-19 and 2019-20 certified by the CA as per the last published balance sheets in accordance with Form No. 4.2.
- vii) Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Form No. 4.4

C. In case of Proprietorship:

- i) Application Form as per Form No. 4.1
- 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 i.e. 2016-2017, 2017-18, 2018-19 and 2019-20 certified by the CA as per the last published balance sheets in accordance with Form No. 4.2.
- iv) Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.
- v) Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Form 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.

1.7 Extension of time limit for deposit of Allotment money

- 1.7.1 No extension regarding time period will be allowed for the deposit of Allotment Money. In case of default in payment, the allotment letter will be cancelled, and the Registration Money will be forfeited by the Authority. However, in exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or his/her authorized representative at his/her discretion.

1.8 Allotment Process

- 1.8.1 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.



- 1.8.2 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.
- 1.8.3 In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 1.8.4 Selection process: After scrutiny of applications, all Eligible Applicants may be called for interview/ presentation before the Allotment Committee of GNIDA.
- 1.8.5 Eligible Applicants will be informed by GNIDA, at least 3 (three) days prior to the scheduled date of their interview/presentation about the prescribed date, time and place of the presentation.
- 1.8.6 The evaluation shall be on the basis of certain Objective Criteria as mentioned on “Annexure 4: Objective Criteria”. Applicant(s) with minimum 60 marks will become Qualified Applicant(s) and shall be recommended for Allotment by the Allotment Committee.
- 1.8.7 In case the applicant(s) not appearing for presentation before the Allotment Committee (when requested), their application may be cancelled and the Registration Amount/Earnest Money Deposited may be forfeited in favour of the Authority.
- 1.8.8 If there is single Qualified Applicant for single specific plot, then the said plots shall be allotted to the single Qualified Applicant.
- 1.8.9 In case there are more than 1 Qualified Applicants for a plot, then preference will be given to those applicant(s) who will make the one-time full payment within 60 days of allotment (Option 1 of payment Options). But if the applicant does not make the payment within 60 days, then allotment of plot will be cancelled, and their Registration Money/ Earnest Money shall be forfeited.
- 1.8.10 If there is more than one Qualified Applicant for a single specific plot, then there will be a draw of lots.
- 1.8.11 Allotment of plots: After the selection process, the Allotment Committee shall recommend the allotment of plots.
- 1.8.12 Applicants can give ten (10) options for allotment out of the available vacant plots.
- 1.8.13 There will be no correspondence on issues/grounds raised in Disqualified Proposals.
- 1.8.14 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.
- 1.8.15 Applicant has to deposit Allotment Money as mentioned in Data Sheet.



- 1.8.16 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.
- 1.8.17 In case of Mega and beyond Projects and on written instructions by Government of Uttar Pradesh/Invest UP, Direct Allotment may be done by the GNIDA (Allotment/Screening Committee) in respect of any vacant plot already uploaded on website/GIS platform. However, the Applicant may still have to eligible & Qualified as per the minimum eligibility conditions and secure at least 60 marks as per the Objective Evaluation Criteria as mentioned on “Annexure 4: Objective Criteria”.
- 1.8.18 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.

1.9 Payment schedule

- 1.9.1 **Option 1:** Applicant/Allottee has option to make full and final payment of the total premium of the plot within 60 days from the issue of Allotment letter. In such case, 5% rebate will be given on the total premium of the plot. The 60 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 from time to time (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 from time to time (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 Applicant has to give his option for the payment plan along with the Proposal 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/”](http://www.greaternoidaauthority.in/) “Nivesh Mitra”. Authority is 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.



- 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 instalments, 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) above.
- vii. The payment made by the Allottee/Lessee will be adjusted in following order- Firstly towards the penal interest; secondly towards interest due; thirdly towards the Lease Rent payable; 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 payable 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.

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 6 months after the last date of application, simple interest @ 4% p.a. shall be paid for the period of deposit exceeding 6 months.



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 Submission of the Application. 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 Submission of the Application to 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/lease deed/last due date for submission of Proposal.
- 2.1.2 The Allottee will commence the construction after taking over physical possession of the IT/ITES plot as per duly approved building plan and inform in writing to GNIDA about timely completion of the approved project. The lease deed execution date shall be reckoned as the date of physical possession.
- 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 for First Phase	Time extension charges for Second Phase
1	For fourth year the penalty shall be	1% of the total original Premium per year	-
2	For fifth year the penalty shall be	Additional 1% of the total original Premium per year	-

Note: Maximum extension for completion for First Phase 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.

Maximum extension for completion for Second Phase shall be seven (7) years. The time extension charges for First phase shall be calculated only on the equivalent area as per minimum FAR, for applying completion, as defined in Building Byelaws on last date of Proposal Submission.

All permission of extension and penalties will be calculated from due date of execution of lease deed.



2.2 List of activities permissible on the plot

- 2.2.1 The list of activities permissible shall be 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 Proposal Submission. However, the FAR Shall be 3 + 1 (Purchasable FAR), as per the current prevailing Policy "*Uttar Pradesh Information Technology & Start-Up Policy 2017-2022*". This FAR (3 + 1 – Purchasable) shall only be applicable for fresh allotments during the policy validity period.
- 2.3.2 In case of Mega/Mega Plus Project, the following additional benefits shall be given:
- a. In case the allotted area is more than 10 acres:
 - i. Maximum 10% FAR of the total Sanctioned FAR would be permitted only for Residential captive use (Employees and officers of unit/organization). 90% FAR shall be reserved (Captive use/sell) for IT/ITES activities.
 - b. In case the allotted area is more than 20 acres:
 - i. Maximum 25% FAR of the total Sanctioned FAR would be permitted for Residential/Commercial/Institutional use. 75% FAR shall be reserved (Captive use/sell) for IT/ITES activities.
 - ii. Maximum 10% FAR of the total Sanctioned FAR would be permitted for Residential captive use. (Employees and officers of unit/organization)
 - iii. Maximum 10% FAR of the total Sanctioned FAR would be permitted for Commercial Use.

Note: Facilities allowed in Institutional/Residential/Commercial shall be as Schedule-II. While applying for Completion, either for First Phase or Second Phase, the proportion for Institutional, Residential & Commercial with respect to IT component shall not exceed as per the value as defined in the Clause 2.3.2

- 2.3.3 The allottee shall have the right to sell (transfer) built-up space for IT Industries, IT Enabled Services, Commercial Development, Institutional; as per the limitation of 2.3.2 at its own price. No transfer charges shall be levied by the lessor for this first sale of developed plot/(s) and/or built- up space. The allottee/lessee shall provide the list of bonafide users to the authority from time to time in whose favour the safe has been executed.



- 2.3.4 However, for subsequent sales the allottee shall take permission from the lessor, which will not be unreasonably withheld if such sale also conforms to the provisions of sub-clauses (2.3.2 & 2.3.3) above. Transfer charges as prevalent at the time of the transfer, or as may be decided by the CEO, will be payable on such subsequent sales. Apart from that, the lessee shall have to take the approval of the lessor on the draft lease deed to be executed between the lessee and sub-lessee.

2.4 Permissible Norms.

- 2.4.1 All the infrastructural services within the plot area only shall have to be provided by the Allottee as per GNIDA rules.
- 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/Sub-lessees/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.
Note: In case the Allottee is constructing the project for 100% captive use and with no Sub-lease, Authority may remove the requirement to open Escrow Account before the execution of Lease Deed. However, it would be the responsibility of the Allottee to provide sufficient documentary proofs to explain their case.

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 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 original premium of the Plot
2	Second 6 Months	Additional 1.5% of the total original premium of the Plot
3	Third 6 Months	Additional 2% of the total original premium of the Plot
4	Fourth 6 Months	Additional 2.5% of the total original premium of the Plot
	After that	Additional .5 % of total original 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.

Extension of time and applicable penalties/fees/charges shall be calculated from the due date of execution of lease deed (i.e. 30 days from date of issue of check list).



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 by @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 one-time 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 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 will not be considered for adjustment in the amount payable towards One Time Lease Rent.

3.4 Investment Details

3.4.1 The lessee shall have the option of investment phasing, provided, the lessee meets the minimum acceptable investment of the project as per the scheme document. Cancel

3.4.2 The lessee shall have to invest 30% of the minimum acceptable investment in the first three years (excluding land cost) and 100% of the minimum acceptable investment in 7 (seven) years from the due date of execution of lease deed. However, in exceptional circumstances, the extension of time for minimum acceptable investment may be permitted as per the prevailing policy of the Authority at the time of submission of request letter by the Allottee and after payment of prescribed fees/charges.



3.5 Location charges

- 3.5.1 Location charges shall be payable by the allottee / lessee before execution of lease deed in lumpsum, for plot facing 45 mtr. wide or above sized roads - 5% of the Total Premium of Plot. (Only applicable to plot with area less than 15 Acres or less).

3.6 Possession of the plot

- 3.6.1 Possession of allotted plot will be handed over to the Lessee/Sub-Lessee(s) upon execution of Lease Deed(s).
- 3.6.2 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 should not be any no outstanding amount payable to the GNIDA whether on account of installment towards the premium or any account head whatsoever.
- 3.6.3 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.
- 3.6.4 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. No benefit will be given to allottee on this account.

3.7 Variation in actual area of allotted plot

- 3.7.1 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.
- 3.7.2 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*).

3.8 As is where basis/ Lease period

- 3.8.1 The IT/ITES plots are offered for allotment on a "as is where is basis" on a lease for a 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 submitting the application. No claim whatsoever is admissible on account of physical status of the land of the plot offered for allotments.

3.9 Surrender



- 3.9.1 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.
- 3.9.2 In case the allotment is surrendered after 30 days from the date of allotment, the total deposited amount or 20% 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, penal interest, extension charges etc. shall not be refundable at any stage.
- 3.9.3 The date of surrender in the above case shall be the date on which the application for surrender is received online via email "authority@gnida.in". No subsequent claim on the basis of any postal certificate etc. will be entertained. The Allottee has to execute surrender deed, if Lease Deed/Transfer Deed has been executed then all the original legal documents are to be surrendered unconditionally to GNIDA.

3.10 Change in Constitution (CIC)

- 3.10.1 Change in Constitution may be allowed by the GNIDA only 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.
- 3.10.2 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.

3.11 Change in Shareholding (CIS)

- 3.11.1 Change in Shareholding may be allowed by the GNIDA only 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.
- 3.11.2 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.

3.12 Transfer of Plot

- 3.12.1 Transfer of plot may be allowed by the GNIDA only 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.

3.13 Role of GNIDA as per IBC 2016



- 3.13.1 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 financial Lease Deed.
- 3.13.2 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.

3.14 Maintenance

- 3.14.1 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, including cancellation of allotment as per rules

3.15 Mortgage



- 3.15.1 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.
- 3.15.2 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.

3.16 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 without written permission from GNIDA as per prevailing policy of GNIDA. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority 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 misrepresentation

3.20.1 If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Applicant/ 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 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 allotment/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/ 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-Lessess(s) or any breach/violation of the terms and conditions of the Scheme Document, allotment, lease and/or non-deposit of the allotment amount, installments or any other dues or not completing the construction or making it functional within prescribed time

3.21.2 If the allotment is cancelled on the grounds mentioned in Clause 3.21.1 (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 3.21.1 (ii) or Clause (iii) above, 30% of the total premium of plot or total premium deposited (whichever is less) 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. Deposited lease rent (yearly/One time) not be refund.
- 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-Lesseees 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 withdraw 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. All legal expenses would be borne by the Allottee.
 - ix. The Cancelled plot in not already allotted to another developer.**
 - 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 Amalgamation/Sub-division

- 3.23.1 May be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Amalgamation/Sub-division permission request letter by the Allottee and after payment of prescribed fees/charges.

3.24 Other Clauses

- 3.24.1 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.
- 3.24.2 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.
- 3.24.3 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.
- 3.24.4 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.
- 3.24.5 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.
- 3.24.6 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) and such rules, regulations or directions as are issued there under from time to time.
- 3.24.7 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.
- 3.24.8 The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before applying.
- 3.24.9 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.
- 3.24.10 All arrears due to the Lessor are recoverable as arrears of land revenue.
- 3.24.11 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.



- 3.24.12 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.
- 3.24.13 The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. The Allottee/ Lessee shall follow all the rules and regulations of Building Bye Laws of GNIDA.



4 Annexure 1: Forms

4.1 Application form

Application for establishment of Information Technology / Information Technology Enabled Services Plots

(To be submitted in duplicate¹)

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

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 / 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:

- Bank Draft No. _____ dated _____ for Rs. _____ drawn on _____ towards the registration money (10% of total premium).
- Bank Draft No. _____ dt. _____ for Rs. 15000/- (+18% GST Rs. 2700) Drawn on _____ 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. _____.

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



- d) Terms and conditions (Appendix-1) of the above registration duly signed as a token of acceptance of the terms and conditions of the allotment of IT/ITES land.
- e) The following documents duly signed by applicant and certified by C.A. are also enclosed.

S.No.	Description	Enclosed "Yes" not Enclosed "No"	At page No.
1.	Project Report (to be signed by applicant and certified by CA)		
2.	Background of the promoters		
3.	Feasibility report of the proposed project to be signed by applicant and certified by CA.		
4.	Land required, depicting the land use pattern, construction plan & schedule of implementation to be signed by applicant and certified by Architect.		
5.	Three years projected cashflow, depicting sources of inflows for the project, to be signed by applicant and certified by CA.		
6.	Audited balance sheet of 2016-17, 2017-18, 2018-19 & 2019-20 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.		
7.	Financial statement of turnover of 2016-17, 2017-18, 2018-19 & 2019-20 to be signed by applicant and certified by CA (as per Form 4.2).		
8.	Financial statement of Networth as on 31-03-2019/31-03-2020 to be signed by applicant and certified by CA (as per Form 4.3).		
9.	Solvency certificate from any nationalized / schedule Bank (Form-4.4).		
10.	Photocopy of certificate of incorporation/ registration, memorandum & article of association of the company of rules & regulations of society/trust/partnership deed/firm (to be signed by applicant and certified by CA).		
11.	Affidavit of the applicant certifying that all the statements made in application/ annexures are true and correct (Form 4.5)		
12.	List of the Directors and their respective equity shareholding.		
13.	Proposed total investment in the project and year wise phasing.		

f) Payment Option:



Date _____

Address of Applicant _____

Phone _____

Fax _____

Email _____

Signature of Authorized signatory

Stamp of Applicant with name & designation



4.2 Financial statement of turnover

Name of Applicant -----

S.No.	Description	2016-17 (as per audited balance sheet)	2017-18 (as per audited balance sheet)	2018-19 (as per audited balance sheet)	2019-20 (as per audited balance sheet)
1.	Turnover of the Applicant as per the last audited annual accounts.				

Note: In case of New Companies, Audited Balance Sheets for Group Companies of the same Promoters can be mentioned.

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.



4.3 Financial statement of Net Worth

Name of Applicant -----

Sr. No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2019/31.3.2020 of the Applicant as per audited annual accounts.		

Note: In case of New Companies, Net worth of Promoters/Shareholders can be mentioned.

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 Network
 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: 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.



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 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 Project Report (Certified by CA)

Name of Applicant -----

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.



5 Annexure 2:

5.1 Schedule I

Elements of IT industries and IT enabled services (Project and Facilities)

1. High quality “ready to move” aesthetic workspace
2. Un-interrupted power supply
3. High speed data communication services including leased line connectivity and optic fibre back bone network
4. Centralized Air-Conditioning
5. Ample parking
6. Export facilitation IT infrastructure



5.2 Schedule II

1. Commercial Areas

Any space that is utilized for the following purposes would be considered as commercial space:

- Shops
- Areas for storage, display and sale of merchandise
- Restaurants
- Open eating kiosks

2. Residential areas (Only Captive use by the IT industries and IT Enabled Services as part of the project)

Any space that is utilized for the following purpose would be considered as residential space:

- Hostel
- Guest house
- Staff quarter

3. Institutional Facilities

- Waiting and transit areas
- Areas designated for public utilities
- Travel services
- Telephone exchange
- Electric sub-station
- Water works
- Export related facilities
- Canteen
- Creche & day care center
- Operations and maintenance by specialized agencies
- Training center and library
- Health club for users/residents of IT industries and IT enabled services
- Games/entertainment room for users/residents of IT industries and IT enabled services
- Banking and financial services
- Business center / conference facilities



6 Annexure 3: Land Rates for IT/ITES Plots (2020-21)

1. Rates analysis of IT/ITES Plots in Greater Noida Region:

(i) Rates analysis of BPO Plots falling in the range of 0-1000 Sq. Mt

Category	Sector	Proposed Rates for year 2020-21 (per sqm)
A	TECHZONE 4, KP-V.	19,500
B	TECHZONE-7	15,005

(ii) Rates analysis of IT Plots falling in the range of 0-4000 Sq. Mt

Category	Sector	Proposed Rates for year 2020-21 (per sqm)
A	TECHZONE-II, TECHZONE-IV, ECOTECH -II, EXTN.-1, K.P-I, K.P-II, K.P-III, K.P-IV, K.P-V	19,500
B	TECHZONE- CHI-V	16,000

(iii) Rates analysis of IT Plots falling in the range of 4000-8000 Sq. Mt

Category	Sector	Proposed Rates for year 2020-21 (per sqm)
A	TECHZONE-II, TECHZONE-IV, ECOTECH -II, EXTN.-1, K.P-I, K.P-II, K.P-III, K.P-IV, K.P-V	17,500
B	TECHZONE- CHI-V	14,000

(iv) Rates analysis of IT Plots falling in the range of 8000-20000 Sq. Mt

Category	Sector	Proposed Rates for year 2020-21 (per sqm)
A	TECHZONE-II, TECHZONE-IV, ECOTECH -II, EXTN.-1, K.P-I, K.P-II, K.P-III, K.P-IV, K.P-V	16,000
B	TECHZONE- CHI-V	12,300

(v) Rates analysis of IT Plots falling in the range of 20000-40000 Sq. Mt

Category	Sector	Proposed Rates for year 2020-21 (per sqm)
A	TECHZONE-II, TECHZONE-IV, ECOTECH -II, EXTN.-1, K.P-I, K.P-II, K.P-III, K.P-IV, K.P-V	14,500
B	TECHZONE- CHI-V	11,100

(vi) Rates analysis of IT Plots falling in the range of 40000-80000 Sq. Mt

Category	Sector	Proposed Rates for year 2020-21 (per sqm)
A	TECHZONE-II, TECHZONE-IV, ECOTECH -II, EXTN.-1, K.P-I, K.P-II, K.P-III, K.P-IV, K.P-V	13,000
B	TECHZONE- CHI-V	9,900

(vii) Rates analysis of IT Plots falling in the range above 80000 Sq. Mt

Category	Sector	Proposed Rates for year 2020-21 (per sqm)
A	TECHZONE-II, TECHZONE-IV, ECOTECH -II, EXTN.-1, K.P-I, K.P-II, K.P-III, K.P-IV, K.P-V	11,500
B	TECHZONE- CHI-V	8,700



7 Annexure 4: Objective Criteria (Screening/Evaluation of Applications)

Sr. No.	Criteria	Sub-Criteria	Criteria Points
1.	Net Worth (Per Acre)	2 Crore to 10 Crore	5
		10 Crore to 50 Crore	10
		50 Crore & Above	Max 15
2.	Average Profitability in Balance Sheet last 3 years (In case of a new company, profitability evaluated of a company of the same promoters may be consider)	More than Rs. 25 Crore	Max 15
		Rs. 10 to 25 Crore	10
		0 to 10 Crore	05
		Less	0
3.	Investment (Per Acre) Excluding Land Cost	7 Crore To 10 Crore	5
		10 Crore To 15 Crore	10
		15 Crore To 20 Crore	15
		20 Crore & Above	Max 20
4.	Employment	If employment is given to Local Habitant to 10 to 20%	5
		If employment is given to Local Habitant to 20 to 30%	10
		If employment is given to Local Habitant to 30% & Above	Max 15
5.	Experience (In case of New Company, then promoters experience shall be calculated)	0 to 3 years	05
		3 to 5 years	10
		5 years and above	Max 15
6.	Presentation before allotment committee regarding project implementation, Business Strategy, Funding Resources, Project Feasibility etc.	-----	Max 20

Note:

- Minimum 60 Marks are required for Qualification.
- In case of New Companies, it is understood that there will not be any Published Audited Balance Sheets. Hence, in this case, the Allotment Committee shall evaluate the Published Audited Balance Sheets of Group Companies by the same Promoters and accordingly assign marks.