



ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण

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कार्यालय आदेश

प्राधिकरण बोर्ड की 114वीं बैठक दिनांक 31.05.2019 के अनुपूरक मद संख्या-114/अनु०2-(2) में ग्रेटर नौएडा प्राधिकरण की विभिन्न परिसम्पत्तियों के अंशधारिता एवं गठन (संविधान) में परिवर्तन के सम्बन्ध में प्रचलित विभिन्न नियमों में एकरूपता लाने के उद्देश्य से पारित प्रस्ताव निम्नवत है-

Change in Constitution / Change in Shareholding

1. Change in Constitution may be of two types as under:-
 - 1.1 Change from one status (i.e. Proprietorship, Partnership, Company LLP) to another on choice of Proprietor, Partners, Shareholders with a view to re-organize the business.
 - 1.2 Change within the status i.e. re-constitution of partnership firm by retiring some partners and/or adding some partners.
2. Change in constitution may take place either voluntary or mandatory i.e. by the order of court or change in law or due to death of Proprietor, Partners etc.
3. There shall be following important principals of CIC Policy:-
 - 3.1 In all voluntary cases (i.e. non-mandatory), there shall be restriction on change in ownership/shareholding for more than 49% of holding patterns given at the time of allotment till unit becomes functional (in case of Industry, Institutional & I.T) and till Completion of all phases in rest of cases. All non- mandatory CIC cases will be liable to pay CIC charges.
 - 3.2 Mandatory CIC cases shall be:-
 - a) Death of Proprietor/Partners/shareholder (on presenting/providing succession certificate of civil court).
 - b) Amalgamation/merger/involuntary transfer pursuant to any order/scheme of the competent court/Tribunal/Government order (not including voluntary amalgamation/merger).
 - c) Change in law or other cases (Government order/GNIDA policies/board decisions).

In all above mandatory cases no CIC charges or subsidied charges will be applicable if so directed by competent court / Government order/ Board decision, as the case may be.

Further, above mandatory CIC shall not include any scheme of amalgamation, take over, merger or demerger etc. are framed between two or more entities in the ordinary course of business as part of their corporate/ business strategy. as it is a procedure of mere sanction to such a scheme by the competent authority/Tribunal/Court. In such case Standard Transfer charges will be applicable

- 3.3 In non mandatory CIC cases where CIC does not affect existing ownership / shareholding then no CIC charges shall be applicable.
- 3.4 If there is only change in name (ownership/shareholding should not be changed to any extent) then no CIC charges shall be applicable.
- 3.5 If amalgamation/ merger is voluntary or on request of allottee for business purpose then full CIC charges shall be applicable.

3.6 The change in shareholding/ownership shall be considered as change in constitution. Therefore there will not be separate policy for change in shareholding. All requests for change in shareholding will be processed in accordance with policy of CIC.

3.7 In case of change in shareholding among relative as prescribed below :-
Father, mother, brother, sister, son, daughter, husband, wife, daughter –in-law, & Grand children) No CIC charges shall be applicable

3.8 In case of listed Company, any change in shareholding of promoters, shall be considered as change in shareholding thereby CIC will be charged accordingly.

4 Charges in case of CIC:

4.1 Standard charges means charges @ 10% of the premium (on reserve price/ allotment rate/ bid rate, prevailing at the time of CIC application whichever is higher). Full CIC charges i.e. standard charges shall be collected in all cases not covering under 3.2 and all other relatives mentioned in 3.7.

4.2 Subsidised charges means nominal CIC charges @2% of premium (on reserve price/ allotment rate/ bid rate whichever is higher) at the time of transfer. Subsidised CIC charges shall be collected in case of property allotted at subsidised rates such as:-

- a) Trust under Trust Act- 1882/Society under Society Act- 1860/ Company under section - 8 or section – 25 of Companies Act.
- b) Religious purpose
- c) Orphanage, Widow home, Old Age Home, Handicap Rehabilitation Centre.

In above case of certificate of Income Tax u/s 12A & Section – 25 of companies Act – 1956 or Section 8 of the companies Act, 2013 is required for availing subsidised CIC charges.

4.3 Full CIC charges i.e. standard charges will be collected in all cases except cases where subsidised charges are applicable.

4.4 In case change in constitution is less than 100% of shares/holdings, the charges for CIC shall be calculated on a pro-rata basis (Total CIC charges applicable X Percentage change in shares).

4.5 The Change in constitution shall not result in change in the ownership otherwise charges shall be applicable.

4.6 When the shareholders/ partners change the ratio of their shares internally then charges will be levied in gaining ratio of the shares.

4.7 In case of society, if society changes its founding members, shall be treated as change in constitution and CIC charges shall be charged in accordance with as change in share holding in case of companies. However if term condition of browser/lease deed does not allow the change. Then change in member shall not be allowed.

4.8 In case of CIC/ CIS, Allottee will have to intimate GNIDA within 45 days of such changes in CIC & CIS. After 45 days allottee has to pay Rs. 5000/- per month as penalty.

Procedure for Change in Constitution/ Shareholding

5 Change in constitution may be allowed by CEO as per prevailing policy of the Change in constitution of GNIDA on completion of required formalities as decided by the lessor from time to time in the following manner along with Application and Processing fee of Rs.10,000/-in the shape of a bank draft payable at Greater Noida:-

5.1 The application for change in constitution from proprietorship to partnership, Pvt. Ltd., company, shall come from the Lessee(s)/ Allottee(s) transferor(s).

5.1.1 Certified copy of the Partnership Deed, Form 'B' regarding registration of firm or any other document to this effect issued by the Registrar. Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State. Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee (in case exemption from payment of CIC charges is sought).

5.1.2 The application shall invariably be accompanied by the NOC from term lending institution in case the property is mortgaged/under collateral security. Earlier Permission to Mortgage will be cancelled and fresh PTM will be released.

5.2 For Changes within partnership, documents required shall be as follows :

- 5.2.1 Supplementary deed in case of any new partner is introduced or any existing partner is retire.
- 5.2.2 Dissolution deed if the firm is dissolved.
- 5.2.3 Form 'C' & revised Form 'A' issued by Registrar of firm or any other document to this effect issued by the Registrar of firms of respective State.
- 5.2.4 Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee (In case payment of subsidised CIC charges in sought.)

5.3 For change from proprietorship/ partnership to L.L.P :

- 5.3.1 Certificate of incorporation issued by Ministry of Corporate Affairs,
- 5.3.2 L.L.P. Agreement as per LLP Act 2008.
- 5.3.3 Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee. (In case payment of subsidised CIC charges in sought.)

5.4 For changes within Pvt. Ltd. Company

- 5.4.1 Certified list of shareholder with shareholding percentage with value duly certified by Chartered Accountant
- 5.4.2 List of Directors duly certified by Chartered Accountant along with relevant Form of R.O.C.
- 5.4.3 Board Resolution duly certified by the Chairman of meeting/CA.
- 5.4.4 Notarized affidavit stating the relationship of the incoming shareholders with the original Allottee(s)/ Transferor(s). (In case payment of subsidised CIC charges in sought.)

5.5 For change from Proprietorship /Partnership to Pvt./ Company :

- 5.5.1 Memorandum and Article of Association (certified copy).
- 5.5.2 Certified copy of Certificate of Incorporation issued by Registrar of respective State.
- 5.5.3 Certified list of Board of Directors and certified list of shareholders showing number of shares and their value along with their addresses duly certified by Chartered Accountant.
- 5.5.4 Duly certified Board Resolution of Directors regarding taking over the entire business by the Company from Proprietor /Partners. Also the resolution in favor of person authorized by the Board of Director of the Company to correspond with the Authority.
- 5.5.5 Notarized affidavit duly sworn and attested regarding the relationship of the shareholders with the original Allottee (s). (In case payment of subsidised CIC charges in sought.)

5.6 For change from Proprietorship /Partnership / Pvt. Ltd. To Public Ltd. Company

- 5.6.1 Memorandum and Article of Association (certified copy).
- 5.6.2 Certified copy of Certificate of Incorporation issued by Registrar of respective State.
- 5.6.3 Certified list of Board of Directors and certified list of shareholders showing number of shares and their value along with their addresses duly certified by Chartered Accountant.
- 5.6.4 Duly certified Board Resolution of Directors regarding taking over the entire business by the Company from Proprietor /Partners. Also the resolution in favor of person authorized by the Board of Director of the Company to correspond with the Authority.

5.6.5 In case of Public Ltd. Co., certified copy of Commencement of Business certificate issued by Registrar of Companies is also to be submitted.

5.7 **In case of changes in shareholding of promoters within Public Ltd. Co.**

5.7.1 Certified list of Board of Directors and certified list of shareholders showing number of shares and their value along with their addresses duly certified by Chartered Accountant.

5.7.2 Duly certified Board Resolution of Directors regarding taking over the entire business by the Company. Also the resolution in favor of person authorized by the Board of Director of the Company to correspond with the Authority.

5.8 If due to change in constitution, there is no change in legal entity of the lessee, fresh legal documentation would not be insisted upon. However, if the allottee/transferee themselves need fresh documentation, they may do so at their own level in case the property is acquired by way of transfer, and /or legal entity is changed by way of change in constitution, they would be required to execute the transfer deed. All expenses on account of legal documentation would be borne by the allottee(s) transferee (s).

5.9 In case only name of incorporated company is changed and a certificate is issued in respect of the same by R.O.C. then supplementary deed will be executed and duly registered for this change in name.

5.10 Notarized affidavit stating the relationship of the incoming partners/shareholders with the allottee(s)/transferee(s) The lessee/transferee will be required to execute changes of shareholding deed with the sub-registrar for the percentage of change in the shareholding.

5.11 Change in shareholding / constitution on the basis of Registered GPA only will be allowed as per policy of CIC /CIS of GNIDA.
Transfer within the blood relations of the registered General Power of Attorney (GPA) holder would be allowed in payment of 1.5 times of the standard transfer charges. Other than blood relatives of the registered GPA holder, the transfer charges shall be 2 times of the standard transfer charges. In case General Power of Attorney is registered without Agreement to Sell, then a Public Notice in two National Dailies (One in Hindi and one in English) shall be issued, inviting objections, if any, from any person claiming any interest in the property proposed to be transferred and the Transfer Memorandum shall be issued by the Greater Noida only after satisfying it self that no claim against the concerned property exists except that of the respective Registered GPA holder/Transferee.

Transfer of Property

6.1 The allottee shall not be entitled to transfer the plot without prior written permission of the GNIDA. The permission may be given in terms of the existing rules and laws at the time of submission of the application for transfer and subject to following conditions:

6.1.1 Transfer shall be permitted only after the unit has been declared Functional (Institutional, I.T., Industry) or Completion in rest of the cases by GNIDA.

6.1.2 The cases, where cancellation has been done or are in process of cancellation, are not eligible for transfer.

6.2 Allottee can transfer the allotted property not for any other purposes for which it is allotted .

6.3 Application for transfer shall be made on the prescribed Transfer Application Form available on website of GNIDA, along with the Transfer Charges.

6.4 The Transfer application form should be duly filled along with the NOC's from concerned departments i.e. No dues from the Accounts/ allotment department.

6.5 Photograph & signature of Transferor(s)/ Transferee(s) must be attested by the Bank Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorizing the signatory for moving the transfer application should also be submitted with application.

6.6 Both Transferor and Transferee must be competent to contract on the date of transfer application.

6.7 Transfer of partial area of plot shall not be considered.



7 Transfer Charges:

7.1 "Subsidised Transfer Charges" will be applied @ 2% of the premium (on reserve price/ allotment rate/ bid rate whichever is higher) at the time of transfer of the property.

7.2 "Standard Transfer Charges" will be applied @10% of the premium (on reserve price/ allotment rate/ bid rate whichever is higher) at the time of transfer of the property.

Type of Transfer (Cases other than [3.2 & 3.7])		Charges
8	Transfer - [10% of reserve price/ current allotment rate/ bid rate whichever is higher at the time of transfer of the property.	
8.1	Transfer from proprietor to proprietor	Standard Transfer Charges
8.2	Transfer from proprietor to partnership firm	Standard Transfer Charges
8.3	Transfer from one partnership firm to another partnership firm	Standard Transfer Charges
8.4	Transfer from proprietor to Pvt./Public Ltd. Company	Standard Transfer Charges
8.5	Transfer from partnership firm to Pvt./Public Ltd. Company	Standard Transfer Charges
8.6	Transfer from Pvt./Public Ltd. Company to proprietor	Standard Transfer Charges
8.7	Transfer from Pvt./Public Ltd. Company to partnership firm	Standard Transfer Charges
8.8	Transfer from Pvt./ Public Ltd. Company to another pvt. / public Ltd. Company (If directors/ shareholders in both companies are/aren't same or if directors/ shareholders in both companies are/ aren't family members) or transfer from holding company to subsidiary company or vice-versa irrespective of percentage of shareholding.	Standard Transfer Charges
8.9	Any security is created on the plot without prior written consent of the GNIDA or without executing a tripartite agreement or where such consent is given but the plot holder is found to be in material breach of its obligations under the terms of lease or allotment or of the consent, the GNIDA shall without prejudice to its rights terminate the lease/allotment and/or to possession the plot and/or adopt any other recourse, or remedy or proceedings, be entitled to recover transfer charges, even though the said transfer is pursuant to the order/scheme of the competent Court/Tribunal/ NCLT/Ministry of corporate affair.	Standard Transfer Charges
8.10	Transfer if GNIDA has given permission to take loan from Financial institution/bank other than UPSFC and if that Financial institution/bank sells the plot to recover the loan, then to take note of such sale. (Attested copy of order of Competent court is required)	New allottee/ NBFC/ Banks / FI will compensate fully to the extent of all dues including panel interest regarding installment, lease rent & any other charges payable up to date alongwith standard transfer charges. First charges regarding dues will be of GNIDA.
8.11	Transfer if GNIDA has given permission to take loan from UPSFC and if that UPSFC sells the plot to recover the loan, then to take note of such sale. (Sale Deed/ Assignment Deed with Registration proof required)	UPSFC/ New allottee will compensate fully to the extent of all dues including panel interest regarding installment, lease rent & any other charges payable up to date along with standard transfer charges. First charges regarding dues will be of GNIDA.

8.12	To take note of any scheme of amalgamation, take over, merger or demerger etc. are framed between two or more entities in the ordinary course of business as part of their corporate/ business strategy, mere sanction to such a scheme by the competent authority, tribunal or court as the case may be.	Standard Transfer Charges
8.13	Transfer of property within family member as mentioned in 3.7	Subsidised Transfer charges

9. Other conditions for Transfer

10.1 Transfer or/and Transferee should severally and/ or jointly satisfy themselves about the overdue/ dues position.

10.2 Transfer charges once deposited will not be refunded/ adjusted even in case of transfer does not materialize due to dispute between the parties or withdrawal of transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transferor and the Transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.

10.3 Once transfer is approved and the Transfer Memorandum is issued and Transfer Deed is executed, all the assets and/or liabilities against the plot/unit would pass on to the Transferee.

10.4 Lease Rent will be payable at the prevailing rate of Lease Rent of the prevailing allotment Standard with location charges, on the date of issue of Transfer Memorandum subject to enhancement as envisaged in Sub-Lease Deed/ Transfer Deed/ Transfer Memorandum.

10.5 In case of transfer of rights of a minor, even partial, orders of the District Judge are required regarding the protection of interest of the minor.

10.6 The transfer of property is an act between Transferee(s) and Transferor(s) and as such any liens, claims, damages, compensation, adverse court orders etc arising there of subsequently would be the sole liability of Transferee(s) and GNIDA would remain indemnified against the same.

10.7 The Allottee / Transferee shall execute a Transfer Deed, after paying the Transfer Charges, within 90 days from the date of issue of the Transfer Memorandum by GNIDA. The Transfer Memorandum will be valid for 90 days. A certified copy of the same shall be submitted to GNIDA after the registration of the same with the Sub-Registrar. The Transfer Memorandum shall be part of the Transfer Deed executed between the Transferor and the Transferee.

10.8 In case of Transfer Deed is not registered within validity period, the Allottee has to apply afresh and pay additional 2% of the applicable Transfer Charges.

11 The decision of the GNIDA with respect to the transfer permission shall be final and binding on the allottee.

If any case is not covered under the above policy, final decision will be taken by C.E.O/Board of GNIDA.

उक्त आदेश तत्काल प्रभाव से लागू होंगे।

(हौसिला प्रसाद वर्मा)
महाप्रबन्धक (वित्त)

प्रतिलिपि:-

1. स्टाफ ऑफिसर को, मुख्य कार्यपालक अधिकारी महोदय के अवलोकनार्थ।
2. अपर मुख्य कार्यपालक अधिकारी (डी/जी) को सूचनार्थ।
3. विशेष कार्याधिकारी (एस)।
4. समस्त विभागाध्यक्ष (.....) को आवश्यक कार्यवाही हेतु।
5. प्रबन्धक (सिस्टम) प्राधिकरण की वेबसाईट पर कार्यालय आदेश अपलोड किये जाने हेतु।
6. गार्ड फाइल।

महाप्रबन्धक (वित्त)

9/5/16