

SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT OF BPO'S(Call Centre) PLOTS Under ITES of 500 Sqm. & 1000 Sqm.

A-1. HOW TO APPLY

1. The prescribed Application form for allotment of plots of above categories can be obtained from (i) Bank of Baroda: Sector Gamma-II, Greater Noida. (ii) HDFC Bank: Sector Alpha-I, Commercial Belt, Greater Noida, • Sector 18, Noida. (iii) Indian Bank: Jagat Farm, Gamma-I, Greater Noida. (iv) Indus Ind Bank: 28, Gopal Das Bhawan, Barakhamba Road, New Delhi against cash payment of Rs.1100/-
2. The duly filled in application form must be submitted in any of the aforesaid bank branches alongwith proposal / project / details and other statutory documents. A non-refundable & non-adjustable Processing Fee of Rs.10000/- and Registration money (equivalent to 10% of total premium of the plot area) which is either adjustable or refundable for which application is being submitted should be deposited in favour of Greater Noida Industrial Development
3. Authority. Rs.1100/- as the cost of the form would also be deposited in addition to registration money and processing fee, in case application form is downloaded from website (www.greaterNoida.com). The registration amount and processing fee as stated above would be deposited through a bank draft payable at any scheduled bank of New Delhi / NOIDA / Greater NOIDA (The registration amount may be ascertained in person from IT Department of the Greater Noida Industrial Development Authority (GNIDA) .
4. The application alongwith the requisite documents will be screened by a Screening Committee. The incomplete application / without requisite documents will not be recommended for interview of the applicant. However, the applicant whose application is submitted with complete information, will have to appear for interview on prescribed date and time for examining the viability of the Project.

5. The allotment of plot is subject to the recommendation of Plot Allotment Committee / Screening Committee after interview of the applicant.

A-2. WHO CAN APPLY

1. A sole proprietor, Registered Partnership Firm, Public Ltd. Company, Pvt Ltd. Company or a Consortium of any of the above can submit the application. The firm and companies should be registered in India.
2. The applicant should be competent to contract.
3. A separate application shall be required to be submitted for each BPO'S (Call Centre) Plot.
4. Incomplete application shall be summarily rejected.
5. Any change in the name of the intending applicant will not be allowed under any circumstances.

RATE OF ALLOTMENT

The present rates of allotment of the institutional plots are as under:

	RATE OF ALLOTMENT (Rs. Per Sq. Mtr.)
BPO'S	10515/-

A-3. MODE OF PAYMENT AND PAYMENT PLAN

1. 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. Successful applicant/ allottee has to pay additional 20% of the total premium within 60 days of issue of allotment letter as Allotment Money. Balance 70% of the total premium shall be paid in 12 half yearly instalments with interest @ 12% p.a. The first such installment will fall due on the date calculated from the 61st day from the date of allotment.
2. Pre payment in whole or part is allowed. No rebate shall be allowable in case of pre-payment. In case the allottee opts to pay the balance of the

premium in a lumpsum only, interest on the balance premium upto the date of deposit shall be chargeable.

3. Extension for depositing allotment money shall not ordinarily be allowed. In case of default, the allotment offer would be cancelled and the registration money will be forfeited. 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.
4. All payments should be remitted by the due dates. In case the due date is a bank holiday then the allottee/lessee shall ensure remittance on the next working day. 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.

In case of default in deposit of any money (except lease rent) due to the Authority the allottee / lessee would be required to pay an additional interest 3% (total 15%) above to applicable interest rate p.a. on defaulted amount for defaulted period. This defaulted amount will be compounded half yearly and would be payable along with additional interest of 3% (total 15%) above to applicable interest rate.

In case of default, the Authority shall issue notice giving 15 days time to deposit/rectify the default. Not more than three such consecutive notices shall be issued. In the event of non-payment after three defaulter notices, cancellation process will be initiated.

5. All payments should be made through demand draft drawn in favour of 'Greater Industrial Development Authority' and payable on any designated scheduled bank located in Delhi/New Delhi /Noida/Greater Noida with intimation to the Authority.
6. The payment made by allottee /lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the installment due and the lease rent payable.

NOTE:- For the purpose of this document the date of issue of allotment letter shall be reckoned as date of allotment.

A-4. LEASE RENT

In addition to the premium of plot, lease rent shall be chargeable from the date of execution of lease deed @2.5% of the total premium p.a and shall be payable annually in advance. In case of default in payment of lease rent, an defaulted interest rate 15% shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years.

The allottee shall have an option to pay a lump sum amount equivalent to 11 times of the annual lease rent i.e.27.5% of total premium before the due date for execution of lease deed as a ONE-TIME LEASE RENT.

NOTE:- If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he can subsequently exercise his option to pay one time lease rent indicated above with the prior written permission of the Authority/lessor.

A-5. LEASE DEED EXECUTION AND POSSESSION

The allottee are required to execute lease deed and take physical possession of the plot within 30 days from the date of issue of check-list/information to do so. In the event of failure to do so, the allotment would be liable for cancellation. In exceptional circumstances, CEO or its authorized officer can grant time extension maximum up to 12 months or as decided by lessor on payment of penalty equivalent to annual lease rent.

In any case, lease deed would be executed only after deposit of 30% of the total premium of the allotted plot.

The date of execution of lease deed will be treated as the date of handing over of actual possession notwithstanding any other claim.

A-6. 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, on 'as is where is' basis

A-7 DOCUMENTATION CHARGES

The stamp duty, registration charges and all legal expenses involved in the execution and registration of lease deed as stated above and all other incidental expenses shall be borne by the allottee. The rate of stamp duty is applicable as per the notification issued by the State Government from time to time. The allottee/transferee shall also pay the duty on transfer of immovable property levied by the authority from time to time.

A-8 Construction (TIME FRAME)

- a) The lessee/allottee shall construct the boundary wall & develop as well the buildings on the plot only after getting approval of layout plan & sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant Building Regulations as well as any specific directions that may be issued by the Authority.
- b) The allottee/lessee shall have to complete the construction of the whole "the project and facilities" within 3 years from the date of execution of the lease deed.

Provided that in exceptional circumstances extension of not more than three years, one year at a time, may be allowed to the lessee by the lessor or any officer authorized by him on payment of extension charges @ 4% for the extension of first year or part thereof, @ 6% for the extension of second year or part thereof, and @ 8% for the extension of third year or part thereof, of the total premium of the demised premises.

- c) In case the applicant fails to commence the activity for which the land has been allotted within the time period, or extended time period, decided for the purpose, the allotment /lease can be cancelled /determined. On such cancellation/determination, 20% of the premium will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no right to claim compensation thereof. The balance amount deposited will be refunded without any interest.
 - a. Facilities in a substantial workman - like manner, with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers etc.
 - b. The lessee will be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification & street lighting, water supply,

sewerage and road side arboriculture, development of parks, adequate provision of parking space and any other item as may be desired by the lessor, according to norms and specifications prescribed from time to time.

- c. The lessee shall also bear the proportionate /full installation expenses (as the case may be) of the requisite size of transformers etc. for power connections to the demised premises from Noida Power Company Limited or any other statutory body.
- d. That the lessee will not erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission, in writing of the plan if any approved by lessor or any officer authorized by lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of the notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.

A-9. LOCATION CHARGES

Location charges shall be payable by the allottee / lessee @ 5% of the total premium before execution of lease deed in lump sum, in case the allotted plot is located on 45.00 mtr.

A-10. SURRENDER OF PLOT

- a. The allottee/lessee can surrender the Institutional Plot/Premises in favour of Greater Noida Industrial Development Authority (GNIDA) before cancellation. The GNIDA may permit the surrender of the plot, subject to necessary deductions, as per the prevailing policy of the GNIDA at the time of surrender, from the deposits made by the allottee/lessee to GNIDA.
- b. The request for surrender should contain signatures of bonafide allottee/lessee. In case of incorporated company/society the request

should be supported by the Certified Copy of the Resolution of Board of Directors/Executives.

- c. 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 the GNIDA.

A-11. DEVELOPMENT PLAN

- a) The allottee shall develop the "the project and facilities" on the demised premises and meet the following norms of development.
- i) Maximum ground coverage and FAR allowed are as per the norms of authority.

Sl. No.	Plot Area (in sq.m.)	FAR	Ground Coverage
1.	500	187.50	30%
2.	1000	187.50	30%

A-12 TRANSFER OF PLOT

The allottee/lessee can transfer the whole plot with prior permission of the Authority, subject to the condition that the plot/project is to be transferred to similar institutions for same use and subject to such terms & conditions, including payment of transfer charges, as decided by the lessor at the time of granting transfer permission.

Normally the transfer charges are 10% of the prevailing rate of allotment at the time of granting permission for the transfer of the plot. However, the rate of transfer charges may be modified by the GNIDA from time to time and the same shall be binding on the lessee. Extension charges, if due, or any other dues recoverable from the allottee /lessee shall be recovered before granting permission to transfer the plot.

The Lessee shall the right to Transfer the allotted plot to only BPO(Call Centre) units.

A-13. MORTGAGE PERMISSION

- a. The mortgage permission will be given in case the allotment is not a cancelled one and the time limit for making the plot functional exists. Mortgage is permitted only in case where the project is financed/assisted by Govt. Financial Institution/Scheduled Bank and Private Financial Institution/leasing companies approved by RBI.

However, permission for collateral security would only be granted in case where the project has already been declared functional by the Greater Noida Industrial Development Authority (GNIDA).

- b. A processing fee of Rs. 1000/- would be charged for granting permission for Collateral Security.
- c. Mortgage of the allotted plot is permitted only for financing of the project to be implemented on the allotted plot.
- d. In case of mortgage, the GNIDA will have the first charge towards transfer charges, extension charges, lease rent, interest and any other dues, taxes, charges etc. payable to the GNIDA from time to time.
- e. The application for permission to mortgage shall be accompanied by the consent of accepting all the terms & conditions of the GNIDA regarding mortgage permission by the concerned lending institution/bank.
- f. Provided that in the event of the sale or foreclosure of the mortgaged or charged property, the GNIDA would be entitled to claim and recover such percentage as decided by the lessor/ the GNIDA, of the unearned increase in the value of the said plot as aforesaid and the amount of the lessor/ the GNIDA's share of the said unearned increase would constitute first charge having priority over the said mortgage charge. The decision of the lessor/the GNIDA in respect of the market value of the said plot would be final and binding on all the parties concerned.

Provided further that the lessor/ the GNIDA would have the pre-emptive right to purchase the mortgaged or charged plot after deducting such percentage as decided by the GNIDA of the unearned increase as aforesaid. The lessor/the GNIDA's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before would apply equally to insolvency sale or transfer it by or through execution of decree of insolvency issued by any court of law.

A-14. VARIATION IN THE ACTUAL AREA OF THE ALLOTTED PLOT

The area of the plot allotted or handed over may vary from the size of the plot allotted/applied for. If area of the plot in the allotment letter issued and actual area handed over to the allottee/lessee is found to be more or less than the area intimated, a proportionate change in the amount of the premium would be made. No dispute/objection would be entertained by the lessor on the ground of variation in the size of plot. allottee/lessee would have also no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 10% and allottee is unwilling to accept the enhanced or reduced area, the allottee would have the right to decline the acceptance of the allotment and the deposits made to the Greater Noida Industrial Development Authority (GNIDA) would be refunded without interest, provided that the allottee applies for refund within thirty days from the date of issue of Check list letter or within thirty day from the date of giving possession of the plot, as the case may be.

A-15. OVER RIDING POWERS OVER DORMANT PROPERTIES

The lessor/the Greater Noida Industrial Development Authority (GNIDA) reserves the right to all mines, minerals, coals, washing gold's, earth oils, quarries, etc. in, over or under the allotted plot and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching, for working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the allotted plot or for any building/structure standing thereon, provided always that the lessor/the GNIDA shall make reasonable compensation to the allottee/lessee for any damages directly occasioned by the exercise of the rights hereby reserved. The decision of the GNIDA on the amount of such compensation will be final and binding on the allottee/lessee.

A-16. CONSEQUENCES OF MISREPRESENTATION

If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the allottee/lessee, the allotment of plot will be cancelled and/or lease will be determined, as the case may be. In addition, the entire money deposited by the allottee/lessee shall be forfeited and legal action for such

misrepresentation concealment, suppression of material facts shall be taken.

A-17. CONSEQUENCES OF BREACH OF TERMS & CONDITIONS

- a. The Authority can exercise cancellation of Institutional plot for breach of terms and conditions of allotment/lease deed/transfer deed. However, the GNIDA can restore the allotment of the plot. In case of restoration, allottee/lessee would pay 5% of prevailing premium as restoration charges & have to follow other conditions of restoration of the allotment.
- b. The lessee shall enjoy quiet possession of the demised premises without disturbance by it or its successors in the interest of any person claiming title paramount thereto.

A-18. GENERAL CONDITIONS

- a. That the lessor/the GNIDA reserves the right to make such amendments, additions deletions and alterations in the terms and conditions of the brochure, allotment, lease, building bye-laws as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the allottee/lessee.
- b. If due to unavoidable circumstances the possession of plot is not handed over to allottee, the full amount deposited by the allottee would be refunded. However, no interest on the deposits will be paid to the allottee.
- c. If due to unavoidable circumstances, the authority could not allot the land, the registration money deposited by applicant would be refunded. However, no interest on the deposits will be paid to the applicant.
- d. In case of any dispute in the interpretation of any word or terms and conditions of the allotment/lease, the decision of the GNIDA shall be final and binding on the allottee/lessee and his/her/their successor.
- e. That 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 made issued there under from time to time.

- f. 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 Ad Judicature at Allahabad.
- g. The allotment will be accepted by the allottee on "As is where is Basis". The allottee is advised to visit the site before submission of application form/interview for allotment.
- h. Provisions related to the fire safety shall be observed by the allottee. Necessary approvals shall be obtained from the Competent Authority by the allottee.
- i. The allottee/lessee shall have to make sufficient provision of parking in the plot itself as per Greater Noida Industrial Development Area (Parking) Direction, 1999.

A-19. DECLARATION BY THE APPLICANT

I/We hereby declare that the information, submitted with application form, are true to the best of our knowledge. Nothing has been concealed and no part of it is false. I/We further declare that we have carefully read and understood the terms and conditions for allotment of institutional plot and do hereby abide by the same. Each page of the terms & conditions has been signed. I/We are aware, if allotment is obtained on the basis of false information, the GNIDA may cancel our allotment at any stage and forfeit all the deposits made by me/us.