

THE MANUAL
FOR
INSTITUTIONAL PROPERTY MANAGEMENT
MARCH 2008

INSTITUTIONAL PROPERTIES

A. PROCEDURE FOR ALLOTMENT

Institutional properties are allotted through Open Ended Scheme that is opened from time to time on the basis of availability of institutional plots.

B-1 WHO CAN APPLY

1. An individual, firm, trust, registered society or any body corporate can apply. The applicant should be competent to contract. For allotment of Educational Institutions or Vocational Training Institute, individual or company are not eligible to apply.
2. A separate application shall be required to be submitted for each institutional plot.
3. Incomplete application shall be summarily rejected.
4. Any change in the name of the intending applicant will not be allowed under any circumstances.

B-2. HOW TO APPLY

Application form for institutional plots, whenever invited, may be purchased from the designated branch/branches of the banks or from the Authority on payment of prescribed charges.

The application may also be downloaded from the Authority's website www.greaternoida.com. In case of application is downloaded from website, the cost of application form shall have to be submitted alongwith Bank draft / Pay order of prescribed charges drawn in favour of Greater Noida Industrial Development Authority.

B-3 REGISTRATION

Along with application form, registration money @ 10% of total premium shall have to be deposited through demand draft / pay order drawn in favour of Greater Noida Industrial Development Authority.

Apart from the registration amount, the applicant is also required to deposit non refundable processing fees equivalent to Rs.5000/- (Rs. Five thousand only).

B-4 Technical offer shall have to be submitted with –

- Background of the promoter
- Aims and objectives of the Institute
- Registration/Certificates of incorporation.
- Audited account & balance sheets of last three years.
- Feasibility report of the proposed institute.
- Three years projected cash flow of the institute depicting sources of inflows for the project.
- Statement of sources of funds & liquidity certificate from any Nationalised Bank/schedule Bank.
- Land required depicting the land use pattern and construction plan and schedule.
- Any other information.

C **2) SCREENING**

The technical offer shall be scrutinised by a designated Screening Committee. The applicant, if it is felt necessary, will be invited for detailed discussion/ presentation of his/her/their project. The decision of the Authority in this regard shall be final. The "Authority" shall have the right to accept or reject any offer without assigning any reason.

In case of applicants not appearing for presentation before the screening committee (when directed), registration shall be cancelled and the registration amount shall be forfeited in favour of the Authority without any further notice.

D) **Payment Plan**

- (i) 10% of the total premium as registration money.
- (ii) Additional 20% of the total premium within 60 days of issue of allotment letter as 'Allotment Money'.
- (iii) Balance 70% amount is payable in:
 - a) Three Year Payment Plan- of the premium in 12 equal quarterly installments with
 - (iv) interest as applicable on the outstanding balance.

OR

b) Six Year Payment Plan-

70% of the total premiums in 12 equal half yearly installments with interest as applicable on the outstanding balance.
The first such installment will fall due on the date calculated from the 61st day from the date of allotment.

1. Pre payment in whole or part is allowed. No rebate on interest shall be allowable in case of pre-payment. In case the allottee opts to pay the balance of the premium in a lumpsum, interest on the balance premium upto the date of deposit shall be chargeable.

2. Extension for depositing reservation amount shall not **ordinarily** be allowed. In case of default, the allotment offer would be cancelled and the registration money will be forfeited.

3. 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. In exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or the Lessor or his/her authorized representative at his/her discretion.

In case of default in deposit of any money due to the Authority the allottee / lessee would be required to pay an additional interest 5% 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 5% 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.

4. All payments should be made through demand draft drawn in favour of 'Greater Noida Industrial Development Authority' and payable on any designated scheduled bank located in Delhi/New Delhi /Noida/Greater Noida with intimation to the Authority.

5. 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.

E) Lease Deed Execution and Possession

The allottee are required execute lease deed and take possession of the plot within 30 days from the date of issue of check-list. 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 upto 12 months on payment of penalty equivalent to lease rent.

F) Location Charges

For Corner Plots - 5% of the premium
For Plots facing park/green belt - 5% of the premium
For plots facing 45 m.wide or above sized roads - 5% of the premium

Note : For plots having more than one locational benefit, location charges will be added.

G) As is where is basis
The plot will be allotted on "As is where is basis" on lease for a period of 90 years starting from the date of execution of lease deed.

H) Area
The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation. If such variation is within 10% limits, no change in location or surrender shall be allowed. However, if such variation is more than 10%, allottee shall have the option of surrendering the allotment and take back entire money deposited by him / her without any interest.

I) 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 additional interest rate 5% above to applicable interest rate 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 lumpsum 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.

J) Unsuccessful Applicants

The Registration money of the unsuccessful applicants will be returned without interest with in one month of rejection of application.

K)

Surrender
The allottee can surrender the plot before cancellation to the lessor/CEO of the

authority.

(i) Upto 30 days from the date of issuance of reservation letter, 50% of registration money shall be deducted.

(ii) Beyond 30 days but before execution of lease deed 10% of the total premium or the amount deposited upto the date of surrender, whichever is the least, shall be forfeited.

The balance if any shall be refunded without interest.

(iii) No surrender shall be entertained after the execution of lease deed.

NOTE: - The date of surrender in above case shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal certificate will be entertained.

L) Execution of Lease Deed & Possession

The allottee can execute the lease deed and take over possession of the plot at any time after he has deposited 30% of the total premium of the plot. The date of execution of lease deed will be treated as the date of handing over of actual physical possession, notwithstanding any other claim.

M) Documentation Charges

The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee who will also pay the stamp duty on transfer of immovable property levied, or any other duty or charge that may be levied by any Authority empowered in this behalf.

N) Construction

1. The lessee/allottee shall construct the boundary wall as well as the building of the institution only after getting proper 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.

2. A. The allottee / lessee shall commence and complete the construction as per the following schedule.

Sl.No.	Plot Area (in sq.	Minimum covered area	Time for first pl completion	Maximum time allo for completion
1.	Upto 4000	50%	Within 3 years f the date allotment (DOA	Within 5 yrs. From D or as per project re submitted at the time allotment whichever earlier.
2.	4000 - 10000	40%	Within 3 years f the DOA	Within 5 yrs. From D or as per project re submitted at the time

				allotment whichever earlier.
3.	10000 – 20000	35%	Within 3 years from the DOA	Within 5 yrs. From DOA or as per project report submitted at the time of allotment whichever earlier.
4.	20000 – 40000	30%	Within 3 years from the DOA	Within 6 yrs. From DOA or as per project report submitted at the time of allotment whichever earlier.
5.	40000 – 80000	30%	Within 3 years from the DOA	Within 7 yrs. From DOA or as per project report submitted at the time of allotment whichever earlier.
6.	80000 – 200000	25%	Within 3 years from the DOA	Within 8 yrs. From DOA or as per project report submitted at the time of allotment whichever earlier.
7.	200000 – 400000	20%	Within 3 years from the DOA	Within 9 yrs. From DOA or as per project report submitted at the time of allotment whichever earlier.
10.	Above 400000	15%	Within 3 years from the DOA	Within 10 yrs. From DOA or as per project report submitted at the time of allotment whichever is earlier.

B. In exceptional circumstances, extension of 36 months may be granted by the Authority on payment of extension charges @ 0.5% per month of total premium of the plot.

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 claim compensation thereof. The balance amount deposited shall be refunded without any interest. However, the CEO or its authorized officer, can further grant time extension, on satisfaction of the reasons given by the allottee, on payment of penalty as decided by him.

D. The lessee shall construct as per approved building plan and as per the construction schedule approved by the Authority.

O) **FUNCTIONAL**

It is essential to obtain functional certificate from the Authority within 6 months from the issue of completion/occupancy certificate. The following documents are required to get functional certificate –

1. Completion/Occupancy Certificate
2. No dues certificate
3. Proof of any government/semi government/Education Board/University declaring the Institute is functional.
4. CEO or its authorized officer, may ask any other document for satisfaction that Institute is functional.

In case of failure to obtain completion/occupancy certificate the allottee would be required to pay penalty @ 4% of the total premium per year (calculated on monthly pro-rata basis).

P) **CHANGE IN CONSTITUTION**

Change in constitution may be allowed by the CEO or its authorized officer in the following manner --

1 The application for change in constitution from proprietorship to partnership, Pvt. Ltd, company, Public Ltd Co or vice versa shall come from the original lessee(s)/ allottee(s)/ transferor(s).

2. The application shall invariably be accompanied by the NOC from term lending' institution in case the property is mortgaged,

For Changes from Proprietorship To Partnership or partnership to Partnership

- i) Certified copy of the Partnership Deed,
- ii) Form 'B' regarding registration of firm or any other document to this effect issued by the Registrar

iii) Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State.

iv) Notarised affidavit stating the relationship of the incoming partners with the original allottee/Transferee, (In case exemption from payment of CIC charges is sought.

For Changes Within Partnership

i) Dissolution deed, New Partnership deed, Retirement-cum-Partnership deed of the firm.

ii) 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,

iii) Notarised affidavit stating the relationship of the incoming partners with the original allottee/transferee. (In case exemption from payment of CIC charges is sought.)

For changes within Pvt. Ltd. company/Public Ltd, company

i) Certified list of shareholder with share holding duly certified by Chartered Accountant

ii) List of Directors duly certified by Chartered Accountant alongwith Form 31 duly received by R.O.C.

iii) Board Resolution duly certified by the Chairman of meeting/CA.

iv) Notarised affidavit stating the relationship of the incoming shareholder with the original allottee(s)/Transferee(s). (In case exemption from payment of CIC charges is sought.)

Change from Proprietorship/Partnership to Pvt./Public Ltd, company

i) Memorandum and Article of Association (certified copy).

ii) Certified copy of Certificate of Incorporation issued by Registrar of respective State

iii) Certified list of Board of Directors and certified list of shareholders showing number of shares and their value alongwith their addresses duly certified by Chartered Accountant.

iv) Duly certified Resolution of Board of Directors regarding taking over the industrial property by the Company from Proprietor/Partners. Also the resolution in favour of person authorised by the Board of Director of the Company to correspond with the Authority.

v) Notarised affidavit duly sworn and attested regarding the relationship of the shareholders with the original allottee(s) (in case exemption from payment of CIC charges is sought).

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

3. Charges for change in constitution are in proportion of shares transferred i.e. 10% of the total premium prevailing at the time of granting permission. However, no charges are leviable in case incoming partner, or shareholder(s) are within blood relation i.e. father/ mother, husband/wife, son/daughter and vice-versa of the original allottee(s)/transferee(s). However, the original allottee(s) will maintain minimum of 25% shareholding in the company/firm for a minimum period of 3 years.
4. No CIC charges are applicable for 100% transfer of shareholding within blood relation i.e. father/ mother, husband/wife, son/daughter. and vice-versa of the original allottee(s)/transferee(s). However, processing fee of Rs.1,000/- is payable alongwith request for the same.
5. Change in constitution after execution of lease deed and taking over possession would be considered with respect to original allottee(s)/ transferee(s) only. It is mandatory for the original allottee(s)/ transferee(s) to retain minimum of 25% shareholding, in that company/ firm in whose favour the change in constitution is sought.
6. 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 needs 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).

7. No CIC charges are levied if the CIC is in favour of Public Ltd. Co. then there would be a minimum requirement of shareholding with the original allottee(s)/transferee(s) and any subsequent change in shareholding would be without charges.
8. In case only name of incorporated company is changed and a certificate is issued in respect of the same by R.O.C. then no CIC charges will be leviable. However, supplementary deed may be executed and duly registered for this change in name.
9. In case the allottee/transferee is a incorporated company and subsequently a partnership firm or another incorporated company is formed with the original incorporated company as a partner/shareholder then the CIC charges would be applicable on the percentage of shareholding not held by original allottee(s)/transferee(s), company. In case other partner(s)/shareholder(s) are the shareholders of the original company then no CIC charges would be leviable.
10. In case where 100% CIC charges are levied, such cases would be treated at par with transfer cases.
11. No CIC charges would be levied in case an original partner(s) /shareholder(s) withdraws from the partnership firm/incorporated Company.

Q) Maintenance

1. The allottee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent authority in this regard.
2. That the lessee will keep the demised premises and buildings
 - i. At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.
 - ii. And the available facilities as well as the surroundings be neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.

3. That the lessee shall abide by all Regulations, Bye laws and Guidelines of the Authority framed/issued under section 8,9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.

4. In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and / or expedient.

5. If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses incurred in carrying out such works will be borne by the allottee.

6. That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.

7. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.

R) Mortgage

The allottee / lessee may, with the prior written consent of the lessor, mortgage the land to any Government recognised institution for raising loan for the purpose of funding the institution, and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission. Provided that in the event of sale or foreclosure of the mortgaged or charged property the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said land as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.

Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid.

The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency court.

S) Transfer of Plot

The allottee/lessee shall not be entitled to transfer the plot before or after the erection of the building, without prior written permission of the lessor. The permission may be given subject to the condition that (1) functional certificate has been issued (2) the plot is transferred to a similar institution or purpose (3) on payment of transfer charges @ 10% of the prevailing rate of allotment at the time

of granting permission and (4) Transfer of partial area of plot shall not be considered. The decision of the lessor shall be final and binding.

T) Misuse, Additions, Alterations etc..

The allottee / lessee shall not, use the land for any purpose other than that for which it has been allotted / leased. The lessee / allottee shall not be entitled to divide the plot or amalgamate it with any other plot without the prior written permission of Chief Executive Officer or any officer of Authority, authorised by CEO. 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.

U) Liability to Pay Taxes

The allottee / lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by any 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.

V) Overriding Power over Dormant Properties

The lessor reserves the right to all mines, minerals, coals, washing golds, 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 always, 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 C.E.O. on the amount of such compensation will be final and binding on the applicant.

W) Cancellation

In addition to the other specific clauses relating to cancellation the Authority / Lessor as the case may be shall be free to exercise its rights of cancellation of lease/allotment in the case of:

1. Allotment being obtained through misrepresentations/suppression of material facts.
2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
3. Default on the part of the applicant allottee / lessee for breach/violation of terms and conditions of registration allotment/lease and / or non deposit of

reservation money.

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Authority / lessor with structure thereon, if any, and the allottee / lessee will have no right to claim compensation thereof. In the event of cancellation, under sub-clause (2)&(3) above, 20% of the total premium or the amount deposited upto the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

X) Restoration

In case of cancellation, Restoration may be allowed in the following conditions, on the sole discretion of the CEO or its authorized officer -

- पुनर्स्थापना हेतु आवेदन निरस्तीकरण के 90 दिन के भीतर प्राप्त हुआ हो लेकिन विशेष परिस्थितियों में मुख्य कार्यपालक अधिकारी इस समयसीमा में शिथिलता प्रदान करने के लिए अधिकृत होंगे। ऐसे समस्त मामले अगली बोर्ड अगली बोर्ड बैठक में बोर्ड के संज्ञान में लाये जाने भी प्रस्तावित हैं।
- निरस्त भूखण्ड रिक्त हो/किसी अन्य को आबंटित नहीं हुआ हो
- पुनर्स्थापना शुल्क पुनर्स्थापना की तिथि पर प्रचलित दर का 1% देय होंगे।
- समस्त अवशेष देय पुनर्स्थापना के पूर्व जमा होने आवश्यक होंगे।
- जिन कमियों के कारण भूखण्ड निरस्तीकरण किया गया है, उन्हें प्रभावी उपाय करते हुए दूर करने का शपथ-पत्र देना होगा।
- पुनरीक्षित कन्स्ट्रक्शन शैड्यूल देना होगा।
- निरस्तीकरण के प्रकरणों में यदि पुनः आवंटन न किया गया हो तथा निरस्त संस्थागत भूखण्ड / भवन के संबंध में कोई वाद किसी न्यायालय में लंबित न हो और यदि लंबित हो तो वादकर्ता को वह वाद वापिस लेना होगा। पुनर्स्थापना की सुविधा अंतिम रूप से एक बार ही दी जायेगी।
- यदि आबंटन का निरस्तीकरण आबंटन धनराशि जमा न कराने के कारण हुआ है तो पुनर्स्थापना अनुमन्य नहीं होगा।

Y) Amalgamation

Amalgamation of adjoining plots may be considered on the conditions as decided by the Authority from time to time. Sub division is not allowed under any circumstances.

Z) Other Clauses

Z-1 The lessor reserves the right to make such decision/alterations/modification in the terms and conditions of registration /

- allotment / lease from time to time, as lessor may consider just or expedient.
- Z-2 In case of any clarification or interpretation regarding these terms and conditions the decision of the lessor shall be final and binding on the applicant allottee/lessee.
- Z-3 If due to any "force-majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of allotted plot, entire registration money or the deposits, depending on stage of allotment will be refunded without interest.
- Z-4 The registration/allotment/lease will be governed by the provision of the U.P. Industrial Area Development Act 1976 (U.P. Act no. 6 of 1976) and rules and/or regulations made or directions issued, under this act.
- Z-5 The authority will monitor the implementation of the project. Those applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- Z-6 All arrears due to the lessor are recoverable as arrears of land revenue.
- Z-7 Any dispute between the lessor and lessee/sub-lessee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court.

यहाँ यह भी संज्ञानित करना है कि संस्थागत योजना में प्रचलित नीतियों से संबंधित "The Manual for Institutional Property Management" में वर्णित क्लॉज N के प्रस्तर -2A में निम्नानुसार संशोधन किया गया है, जो कि दिनांक 17-02-2009 से प्रभावी है ।

The lessee shall have to erect and complete the construction / building(s) on the demised premises at its own cost after getting the layout and building plans approved by the lessor and get completion certificate within 03 years from the due date of Execution of lease deed. The minimum covered area for getting occupancy certificate would be as follows:-

Sl.No.	Size of allotted plot (in sq.m.)	Minimum covered area
1.	Upto 10000	40% of permissible F.A.R.
2.	10001-20000	35% of permissible F.A.R.
3.	20001-80000	30% of permissible F.A.R.
4.	80001 -200000	25% of permissible F.A.R.
5.	200001 -400000	20% of permissible F.A.R.
6.	400001 and above	15% of permissible F.A.R.

अतः "The Manual for Institutional Property Management" में वर्णित क्लॉज N के प्रस्तर -2A में वर्णित प्राधिधान के स्थान पर उपरोक्तानुसार संशोधन किया जाए ।