

GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF IT/ITES PLOTS

B-1 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.

In case if the area of the plot increase by 10% of the total allotted area then the premium upto 10% increased area will be calculated on the basis of rate applicable at the time of allotment, and the premium for the area increased above 10% will be calculated on the basis of rates applicable at the time when the lease plan is made available.

B-2 Unsuccessful Applicants

The Registration money of the unsuccessful applicants will be returned without interest after rejection of application.

B-3 Surrender

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

(i) Upto 15 days from the date of issuance of Allotment Letter, no deductions shall be made.

(ii) From 16 to 30 days from the date of issuance of Allotment Letter, 10% of registration money shall be deducted.

(iii) 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 less, shall be forfeited.

The balance if any shall be refunded without interest.

(iv) 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.

B-4 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, Building Bye laws and Directions 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.

B-5 Mortgage

The allottee / lessee may, with the prior written consent of the lessor, mortgage the land/building to any Government recognised institution for raising loan for the purpose of funding the project, after execution of lease deed, 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 by the mortgagee, 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.

B-6 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.

B-7 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.

B-8 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.

B-9 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 allotment 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.

B-14 Other Clauses

- 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.
- 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.
- 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.
- 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.

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.
6. All arrears due to the lessor are recoverable as arrears of land revenue.
7. Any dispute between the Authority / Lessor and Allottee / Lessee/ Sub-leasee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court.
8. Apart from above clauses, the conditions of the IT Policy (whichever is applicable and amended from time to time) will form the part of this brochure and applicable on allottee/lessee.

B-15 Availability of plots for allotment

List of available plots for allotment are displayed on the Notice Board of the Authority. Number of plots may increase or decrease depending on the availability of land. CEO reserves the right to withdraw any plot for the allotment process at any time, without assigning any reason.

Annexure – 1

FINANCIAL STATEMENT OF TURNOVER

S.No.	Description	2005 – 06 (as per audited balance sheet)	2006 – 07 (as per audited balance sheet)	2007-08 (as per unaudited balance sheet)
1.	Turnover of a) Sole Applicant b) Its holding company c) Its subsidiary companies			
	Total (a+b+c)			
2.	Turnover of a) Leader of Joint Venture / Consortium b) Relevant members of the Joint Venture / Consortium c) Holding Companies of Leader/Relevant members d) Subsidiaries of Leader/Relevant members			
	Total (a+b+c+d)			

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation
Signature duly attested by Bank Manager

Certificate of Statutory Auditors / Chartered Accountant

Based on the Audited balance sheet 2005-06 and 2006-07 and unaudited balance sheet of 2007-08 & other relevant documents, we, M/s _____

the Statutory Auditors and/or Chartered Accountants for M/s _____

(name of the applicant company, its holding company and its subsidiary company/the leader/ relevant member of the consortium, holding company and subsidiary companies of leader/relevant member of consortium, /applicant society, trust or firm) having turnover Rupees _____ certify that the above information is correct.

Signature & Seal of Statutory Auditors / Chartered Accountant
Membership No. _____

FINANCIAL STATEMENT OF NET WORTH

S.No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2008 a) Sole Applicant b) Its holding company c) Its subsidiary companies		
	Total (a+b+c)		
2.	Net worth as on 31.3.2008 a) Leader of Joint Venture / Consortium b) Relevant members of the Joint Venture / Consortium c) Holding Companies of Leader/Relevant members d) Subsidiaries of Leader / Relevant members		
	Total (a+b+c+d)		

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation
Signature duly attested by Bank Manager

Certificate of Statutory Auditors / Chartered Accountant

Based on the balance sheet & other relevant documents, we, M/s _____, the Statutory Auditors and/or Chartered Accountants for M/s _____

(name of the applicant company, its holding company and its subsidiary company/the leader/ relevant member of the consortium, holding company and subsidiary companies of leader/relevant member of consortium, /applicant society, trust or firm) having net worth Rupees _____ certify that the above information is correct.

Signature & Seal of Statutory Auditors / Chartered Accountant
Membership No. _____

LIQUIDITY CERTIFICATE

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

Name of Officer with designation
(with rubber stamp)

- Note :**
- 1. Separate certificate for each company / firm / society / trust / individual to be submitted.**
 - 2. Liquidity Certificate should not be more than 6 months old from the date of submission of application.**

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 IT/ITES Plot in Greater Noida Industrial Development Area.

- 1. I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexures & Formats, are true and correct and nothing has been concealed.**
- 2. The undersigned also hereby certifies that neither our Company M/s _____ nor any of its director/constituent partners have been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the bidding / submitting Application for any project.**
- 3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by GNIDA to verify this statement or regarding my (our) competence and general reputation.**

FORMAT FOR MEMORANDUM OF UNDERSTANDING FOR JOINT
VENTURE / CONSORTIUM

(To be furnished on non-judicial stamp paper of Rs.100/- duly **attested by Notary Public**).

The Memorandum of Understanding (MOU) entered into this _____ day
of _____ 200__ at _____.

Among _____
(hereinafter referred as _____) and having office at _____
India **party of first part**

And _____
_____ (hereinafter referred as _____) and having office
at _____ India **party of second part**

And _____
_____ (hereinafter referred as _____) and having office
at _____ India **party of third part**

And _____
_____ (hereinafter referred as _____) and having office
at _____ India **party of fourth part**

The parties are individually referred to as **party** and collectively as **parties**.

WHEREAS the Greater Noida Industrial Development Authority has invited applications
from interested parties for Institutional plot(s).

AND WHEREAS the **Parties** have had discussions for formation of a Joint Venture /
Consortium for applying for the said **IT/ITES Plot** and have reached an understanding
on the following points with respect to the party's right and obligations towards each
other and their working relationship.

**AS MUTUAL UNDERSTANDING OF PARTIES, IT IS HEREBY AGREED AND
DECLARED AS FOLLOWS:**

1. That the Parties will form a Special Purpose Company (SPC) with the
shareholding commitments expressly stated.

2. That M/s _____ who is the lead Member of the Joint Venture / Consortium, commits to hold a minimum equity stake equal to 26% of the aggregate shareholding of the Joint Venture / Consortium in the SPC at all times during the period of completion of project. Each Relevant Equity Member of Joint Venture / Consortium shall also maintain their respective shareholding of the aggregate share holding of the Joint Venture / Consortium in SPC at all times during the period of completion of project and no change in shareholding structure of Joint Venture/Consortium may be permitted except with the permission of GNIDA.
3. That the shareholding commitments shall be recorded in the Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the **Documents** and the Agreement.
4. That the **Parties** shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Agreement.
5. That the **Parties** affirm that they shall implement the project in good faith and shall take all necessary steps to see the execution of the said development expeditiously.
6. That this MoU shall be governed in accordance with the laws of India and courts in India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the **Parties** affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

..... (Party of the first part) (Party of the second part) (Party of the third part) (Party of the fourth part)
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Witness

1. _____

2. _____

3. _____

4. _____

SCHEDULE—I

Elements of I.T. industries and I.T. enabled services (Project and facilities).

- High quality “ready to move” aesthetic work space.
- Un-interrupted power supply
- High speed data communication services including leased line connectivity and optic fiber back bone network.
- Centralised Air-conditioning.
- Ample parking.
- Export facilitation I.T. infrastructure.

SCHEDULE-II

Definition of commercial and non-commercial covered space in the context of an I.T. Industries and I T enabled services.

Commercial areas:

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

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

Residential areas:

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

- Residential uses
- Hostel
- Guest House
- Staff Quarter

Institutional Facilities:

- 1- Waiting and transit areas
- 2- Areas designated for public utilities i.e.
- 3- Travel Services
- 4- Telephone exchange
- 5- Electric sub station.
- 6- Water works.
- 7- Export related facilities.
8. Canteen.
9. Shop restaurant (Maximum 2% of FAR)

10. Creche & day care centre.
11. Operations and maintenance by specialized agencies.
12. Training center and library.
13. Health club for users/residents of IT industries and IT enabled services.
14. Games/entertainment room for users/residents of IT industries and IT enabled services.
15. Banking and financial services.
16. Business center/conference facilities.

ANNEXURE_6

Greater Noida Industrial Development Authority

**SUMMARY OF EXPERIENCE IN REAL ESTATE INCLUDING I.T. PROJECTS
(BUILDERS / DEVELOPERS)**

Name of Company/Lead Member of the

Consortium: _____

(a) Details of projects completed

Sl. No.	Name of Building / Project completed	Type of the Project	Floor area (sq.m.)	Cost of the project (Rs. Cr.)	Month & Year of completion of the project	Promoted & executed by Self/by Subsidiary Company/ by Holding Company
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
Total floor area completed						

(b) Details of Projects under development

Sl. No.	Name of Building/ Project under development	Type of the Project	Floor Area (sq.m.)	Cost of the Project (Rs. In crores)	Month & Year of expected completion of the project	Promoted & executed by Self/by Subsidiary Company/ by Holding Company
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
Total floor area under development						

Notes:

1. In case of a Consortium, the above information shall be furnished in respect of the Lead Member only.

2. Attach Occupancy Certificates, separately for each of the projects completed, issued by the competent statutory authority(ies).
3. In case of the building/projects under development, attach copies of the sanctioned building plans by the competent statutory authority(ies) and the title documents of the relevant land under the buildings/projects in favour of the company and/or subsidiary company and / or holding company duly certified by the competent statutory authority.
4. The experience of the subsidiary company and/or holding company shall be added only in those cases where the holding company has atleast 51% equity share holding in the subsidiary company and the floor area added on this account to the experience of the company would be only equivalent to that percentage of the floor area developed by the subsidiary company and/or the holding company as is the percentage of the equity share holding of the holding company.
5. In the absence of requisite details/certificates issued by the competent statutory authority(ies), the information would be considered incomplete/inadequate and this may lead to the exclusion of such buildings/project(s), while calculating the experience of the company and deciding its eligibility.

Stamp & Signature(s) Of the Statutory Auditor/ C.A. Of the company	-----Signatures----- (Name & designation of the Authorised Signatory) For and on behalf of (Name of the company)
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Place: _____

Date : _____

RATE OF ALLOTMENT

S.No.	Category	Land Rate (per sq.m.)
1-	Upto 4000 sqm	6000
2-	Addition to 4000 sqm to 8000 sqm	3700
3-	Addition to 8000 sqm to 20000 sqm	3000
4-	Addition to 20000 sqm to 40000 sqm	2800
5-	Addition to 40000 sqm to 80000 sqm	2400
6-	Above 80000 sqm.	2200

Rebate of 25% shall be given on the rates mentioned above for mega projects having investment of more than 50 crores as defined in para 10.6 (iii) of I.T. Policy, 2004 of U.P. Government.

Sr.No.	Area	Total premium as per rate list	Registration Money (10% of the premium)
1	20000 sqm.	74800000	7480000
2	40000 sqm.	130800000	13080000
3	60000 sqm.	178800000	17880000
4	80000 sqm.	226800000	22680000
5	100000 sqm.	270800000	27080000