

Greater Noida Industrial Development Authority

Scheme for allotment of Data Centre Plots in Greater Noida

Scheme Code: IT/ITES0001/2024

The Scheme document for IT/ITES Pots (Scheme Code: IT/ITES0001/2024) may be read with the following modifications

Sr. No.	Clause in the Scheme	Corrigendum/ Addendum
1	<p>Payment Options Clause Data Sheet- 11</p> <p>Option 1: 100% (including 10% Application Money/Registration Money) within 90 days from the date of issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot.</p> <p>Option 2: 40% (including 10% Application Money/Registration Money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 60% of the total premium of the plot in 3 years in 6 equal instalments. Additionally, the allottee shall be required to submit a bank guarantee of balance 60% premium, which shall be released only after allottee has cleared all the dues against the premium and all other dues are up to date.</p> <p>The applicable interest rate for instalments shall be as per prevailing interest rates of GNIDA (8.5% p.a. as of 1st of July 2021). This rate will change as per interest rate revision by GNIDA.</p> <p>Note: The possession of plot shall only be offered when the Allottee has deposited minimum 40% amount of total premium of plot and executed lease deed.</p>	<p>Option 1: 100% (including 10% Application Money/Registration Money) within 90 days from the date of issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot.</p> <p>Option 2: 40% (including 10% Application Money/Registration Money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 60% of the total premium of the plot in 3 years in 6 equal instalments.</p> <p>The applicable interest rate for instalments shall be as per prevailing interest rates of GNIDA (9% p.a. as of 1st of July 2022). This rate will change as per interest rate revision by GNIDA.</p> <p>Note: The possession of plot shall only be offered when the Allottee has deposited minimum 40% amount of total premium of plot and executed lease deed.</p>

<p>2.</p>	<p>1 Section I: Instructions to the Applicants</p> <p>Note: IT / ITES land use is further divided in the following two sub-categories based on industry requirements:</p> <p>1. IT Park (Tech Offices, corporate office, Business park): These have been envisaged to cater to needs of IT/ITES companies, multinational consulting firms, service sector firms, start-ups which require built-up spaces constructed and professional managed by an external Developer either on short-term rent or purchase (<i>sub-lease</i>). These business parks are open to public but not allow for sale, purchase, or delivery of physical goods. Generally, these Business Parks would only house firms/start-up providing professional services or offices set-up to provide administrative, technical, or back-office support etc. In case of commercial permissible activities; restaurants, food courts, gyms, fitness centres, indoor games etc. are allowed and commercial shops (<i>where physical goods are sold</i>) are not allowed. The developer shall have the right to rent out or sell (<i>transfer</i>) built-up space for IT Industries, IT Enabled Services, Commercial Development, Institutional etc. 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. However, for all subsequent sales Transfer Charges as per prevailing policy shall be applicable. No permission for renting out will be required, But tripartite sublease will have to be done in case of sell(transfer/sublease)</p> <p>2. IT / ITES Parks (Only for Captive</p>	<p>IT Park (Tech Offices, corporate office, Business park): These have been envisaged to cater to needs of IT/ITES companies, multinational consulting firms, service sector firms, start-ups which require built-up spaces constructed and professional managed by an external Developer either on short-term rent or purchase (<i>sub-lease</i>). These business parks are open to public but not allow for sale, purchase, or delivery of physical goods. Generally, these Business Parks would only house firms/start-up providing professional services or offices set-up to provide administrative, technical, or back-office support etc. In case of commercial permissible activities; restaurants, food courts, gyms, fitness centres, indoor games etc. are allowed and commercial shops (<i>where physical goods are sold</i>) are not allowed. The developer shall have the right to rent out or sell (<i>transfer</i>) built-up space for IT Industries, IT Enabled Services, Commercial Development, Institutional etc. 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. However, for all subsequent sales Transfer Charges as per prevailing policy shall be applicable. No permission for renting out will be required, But tripartite sublease will have to be done in case of sell(transfer/sublease)</p> <p>IT / ITES Parks (Only for Captive Use): is removed</p>
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Use): These have been envisaged to cater to the needs of IT/ITES companies which are seeking to develop the project for their own captive needs and do not intend to offer built-up spaces to other users either on short-term rent or out-right sale (*Sub-lease*). For example, users shall include but not limited to companies like Google, Microsoft, Infosys, TCS, Wipro, Oracle, and many more software development agencies etc. In case of commercial permissible activities; restaurants, food courts, gyms, fitness centres, indoor games etc. are allowed and commercial shops (*where physical goods are sold*) are not allowed. No transfer (*Sub-lease*) of Built-up spaces is allowed.

Only in case of development of Data Centres, it is clarified, that no sub-division of land is permitted. However, some MNC clients of Data Centre park developers who acquire a full building would like to have confirmation from the Authority that their right to occupy the building (*for their period of lease*) would be recognized in the event of a default by the Data Centre park developer. That arranged/confirmation can be allowed by Authority.

3.	<p>1.8 Allotment Process</p> <p>1.8.1 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.</p> <p>1.8.2 In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.</p> <p>1.8.3 In case there are more than 3 applicants for a specific IT Park plot, then there will be e-auction between all applicants on the date as mentioned on the Portal. Details instructions/process for e-auction via SBI Portal (https://etender.sbi) is elaborated in <i>Clause no. 1.3 - How to Apply</i>.</p> <p>1.8.4 In case less than 3 applicants apply for a specific IT Park plot, then the e-auction date for the specific plot shall be extended. In case even after three extension less than 3 applicants have applied to a specific plot, the Authority shall proceed with e-auction with less than 3 applicants.</p> <p>1.8.5 After the e-auction, the Allotment Committee shall recommend the allotment of IT Park Plot.</p> <p>1.8.6 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</p>	<p><u>Allotment process clause should be read by adding this Clause also</u></p> <p>In the e-auction process, in case there are less than three eligible bidders participating in the first instance (which shall be of 21 days) against a plot(s), then last date of submission of application shall be extended by 07 days for that particular plot(s). It shall be extended further for a time period of 07 days, if the number of bidders against that particular plot(s) is less than 3. However, the plot shall be allotted to the highest bidder, even if there are less than three bidders in the e-auction after 2 extensions of 07 days each. Less than 3 applications received in first / second time in above process, shall be rolled over and carried to the next phase automatically. Hence, they need not reapply.</p>
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	<p>within 30 days from the date of approval of allotment.</p> <p>1.8.7 Applicant has to deposit Allotment Money as mentioned in Data Sheet.</p> <p>1.8.8 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.</p> <p>1.8.9 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.</p> <p>1.8.10 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.</p>											
4.	<p>2 Section II: Special Conditions</p> <p>2.1 Implementation & Extension</p> <p>2.1.1 Development Norms shall be as per the prevailing Building Regulations/Byelaws of GNIDA on the last day of Bid/Proposal submission. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme</p>	<p>The allottee will be required to complete the construction of minimum FAR within 3 years. However, under exceptional circumstances, an extension may be allowed by the lessor on payment of such charges and subject to terms and conditions as mentioned below:</p> <table border="1" data-bbox="778 1566 1288 1628"> <thead> <tr> <th>Sr</th> <th>Area of</th> <th>Mi</th> <th>Time</th> <th>Maximu</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr	Area of	Mi	Time	Maximu					
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<p>document, then Building Byelaws/Regulations as existing on the last date of Bid Submission of GNIDA shall prevail. It is made clear that in case there is any upward revision of FAR in the building byelaws/regulations after the allotment is made then the same shall not be available to the Allottee / Lessee except, inter-alia on payment of charges, if at all under the prevailing policy of Authority.</p> <p>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.</p> <p>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.</p> <p>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:</p>	<p>Plot</p>	<p>n % (in sq. m.)</p>	<p>limit for obtaining completion certificate for minimum FAR (from date of lease/possession)</p>	<p>m time limit (with extension charges) for obtaining completion certificate for minimum FAR (from date of lease/possession)</p>	1	Up to 4000	50	3 years	5 years
					2	4001-10,000	40	3 years	5 years
					3	10,001-20,000	35	3 years	6 years
					4	20,001-1,00,000	30	3 years	7 years
					5	1,00,001-2,00,000	25	3 years	8 years
					6	2,00,001-4,00,000	20	3 years	9 years
					7	Above 4,00,000	15	3 years	10 years
					<p>1. In the event of extension, charges @4% of the premium (at the time of allotment) per year would be chargeable for grant of extension for each year or part thereof. The extension charges shall be calculated on a pro rata monthly basis.</p> <p>2. Failure to obtain the completion certificate of minimum FAR within the maximum time limit may lead to cancellation of allotment</p>				

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Sr. No.		Time extension charges for First 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 2% of the total original Premium per year

and / or determination of Lease deed with forfeiture as per prevailing norms. The possession of the plot will be resumed by the lessor with structure thereof, if any and the allottee/ lessee will have no right to claim compensation thereof.

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, as amended from time to time.

Maximum extension for completion for Second/Final Phase shall be five (5) 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 Bylaws on last date of Proposal Submission.

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

Construction Period Clause Data Sheet- 18

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)

Time limit for obtaining Completion Certificate for Second/Final Phase of the project (from the date of execution of Lease Deed): **5 Years** (Second/ Final Phase shall mean construction of at least 90% of permissible FAR or Sanctioned FAR, whichever is more)

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.

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<p>5. Section III: General terms and conditions</p> <p>2.1 Surrender</p> <p>2.1.1 Surrender may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Surrender request letter by the Allottee. The current prevailing policy for reference of the Applicant is as follows:</p> <p>2.1.2 The Allottee can surrender the allotment with an online application within 30 days from the date of allotment. In such case, Earnest Money / Registration Money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest.</p> <p>2.1.3 In case the allotment is surrendered after 30 days from the date of allotment but before the execution of Lease Deed, the entire EMD + 10% of total premium of plot discovered through e-bid, shall be forfeited by the Authority. Balance amount, if any, after adjustment of all dues of authority, 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</p> <p>2.1.4 In case the allotment is surrendered after Lease Deed execution, the total deposited amount or 30% of total premium of plot discovered through e-bid, whichever is less, will be forfeited by the Authority. Balance amount after recovering the lease rent till date of surrender and adjustment of all dues of the authority, if any, and after forfeiting the amount as indicated above, will be refunded without interest. However, the amount deposited towards lease rent,</p>	<p>Surrender may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Surrender request letter by the Allottee. The current prevailing policy for reference of the Applicant is as follows:</p> <ol style="list-style-type: none"> 1) The Allottee can surrender the allotment with an online application before execution of Lease deed. In such case, Earnest Money / Registration Money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest. 2) In case the successful e-bidder/ allottee wishes to surrender the allotment <u>before the issuance of allotment letter</u> or <u>before 90 days after the issuance of allotment letter</u> in case the applicant has chosen Payment Option no. 1 or <u>before 60 days after the issuance of allotment letter</u> in case the applicant has chosen Payment Option no. 2, the entire EMD will get forfeited. 3) In case the allotted plot is surrendered after 90 days from the date of issue of allotment letter but before execution of Lease deed in case the applicant has chosen Payment Option no. 1 or after 60 days from the date of issue of allotment letter but before the execution of Lease deed in case the applicant has chosen Payment Option no. 2, then entire EMD + 10% of total premium of plot discovered through e-Auction shall be forfeited. In no case, the deductions shall be greater than the amount deposited. 4) In case the allotted plot is surrendered after execution of lease deed, 30% of
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<p>interest, penal interest, extension charges etc. shall not be refundable at any stage</p> <p>2.1.5 Under no circumstances, request for surrender shall be entertained after 2 years from the date of issue of Allotment Letter.</p> <p>2.1.6 During the bid process, it shall be the responsibility of the bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money Deposit</p> <p>2.1.7 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.</p>	<p>total premium of plot (discovered through e-Auction), due lease rent charges and total interest paid shall be forfeited. In no case, the deductions shall be greater than the amount deposited.</p> <p>5) Under no circumstances, request for surrender shall be entertained after receiving full payment after 90 days in case the allottee has chosen Payment option no. 1 or after 3 years in case the allottee has chosen Payment Option no. 2, from the date of issue of Allotment Letter.</p> <p>During the bid process, it shall be the responsibility of the bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money Deposit</p>
<p>6. 3 Section II: Special Conditions</p> <p>3.1 Development Norms:</p> <p>3.1.1 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 "<i>Uttar Pradesh Information Technology & Start-Up Policy 2017-2022</i>". This FAR (3 + 1 Purchasable) shall only be applicable for fresh allotments</p>	<p>The Allottee can do development for as per the prevailing Building Regulations/Byelaws of the Authority on the last day of Proposal Submission.</p>

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	during the policy validity period.	
7.	<p>3.3 Lease Rent</p> <p>i. 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.</p>	<p>i. The Allottee/ Lessee has the option to pay one-time Lease Rent equivalent to 15 years Lease Rent (i.e. 15 years @2.5% = 37.5% 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.</p>
8.	SCHEME FOR IT Park (Tech Offices, Corporate Offices, Business Park) IN GREATER NOIDA should be.	SCHEME FOR IT/ ITES

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