

**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**

Plot No: 01, Knowledge Park IV, Greater Noida, Uttar Pradesh 201310



**SCHEME FOR BUSINESS PROCESSING OFFICE /ITES  
PLOTS IN GREATER NOIDA  
SCHEME CODE: BPO-ITES/000-2024**

*(e – Auction)*

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#	Head	Details
	application form	
3.	Date of Opening of Proposals/Applications	As per portal
4.	Issuance of Allotment Letter	To be communicated on a later date
5.	Contact person, designation and contact details (address and phone nos.) in the Authority Office	<b>OSD (IT) IT Department</b> Greater Noida Industrial Development Authority Plot No: 01, Knowledge Park IV, Greater Noida Uttar Pradesh 201310 Email: osdnk@gnida.in Phone No: +91-120 2336030,31 Website: <a href="http://www.greaternoidaauthority.in">www.greaternoidaauthority.in</a>
6.	Allotment method for the scheme	<b>e-Auction</b>
7.	Availability of Scheme Brochure (GNIDA)	Can be downloaded from the GNIDA website. <a href="http://www.greaternoidaauthority.in">www.greaternoidaauthority.in</a>
8.	Processing Fee	Brochure Fee Rs-5000/- + G.S.T. as applicable, Total Rs. 5,900/- and a Non- Refundable/ Non-adjustable, Processing Fee of Rs. 10,000/- (Ten Thousand Only) + G.S.T. as applicable, Total Rs. 11,800/- shall be deposited online.
9.	Application/Registration Money/Earnest Money Deposit	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. (Adjustable or Refundable)
10.	Allotment Money	<b>100 percent</b> of total Premium/cost (price discovered through e auction) of the plot after adjusting Registration Money shall be deposited by the allottee within 90 days of the date of issuance of Allotment Letter without interest for payment <b>Option No. 1</b>  <b>40 percent</b> of total Premium/cost (price discovered through e auction) of the plot after adjusting Registration Money shall be deposited by the allottee with 60 days of the date of issuance of Allotment Letter without interest for payment <b>Option No. 2</b>  In case, the due Allotment Money, as mentioned above, is not deposited within the stipulated time period, the allotment of the plot shall be cancelled, and money deposited as Registration Money shall be forfeited.

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#	Head	Details						
11.	Payment Options	<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 (10 % p.a. as of 1st of July 2024). 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>						
12.	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.						
13.	Location charges	Location Charges as per Clause 3.3. Metro Cess wherever applicable.						
14.	Permissible activity	Business Processing Centre / IT Enabled Services						
15.	Norms of development	<ol style="list-style-type: none"> <li>1. Norms related to permissible FAR, Ground Coverage, setbacks and permissible height shall be as per prevailing policy of Building Bylaws of the GNIDA.</li> <li>2. Other norms for development/construction shall be as per the applicable rules and Regulations of GNIDA.</li> <li>3. In case of discrepancy between Building Bylaws/ Regulations and development norms as mentioned in this Scheme Document, then the Building Bylaws/Regulations at the last date of Proposal submission of GNIDA shall prevail.</li> </ol>						
16.	Basic Rate of Allotment	<table border="1"> <thead> <tr> <th>S.No.</th> <th>Sector</th> <th>Basic Rate of Allotment</th> </tr> </thead> <tbody> <tr> <td>I.</td> <td>Knowledge Park-05</td> <td>24,740/- per sqm.</td> </tr> </tbody> </table>	S.No.	Sector	Basic Rate of Allotment	I.	Knowledge Park-05	24,740/- per sqm.
S.No.	Sector	Basic Rate of Allotment						
I.	Knowledge Park-05	24,740/- per sqm.						
17.	Rate of annual Lease Rent	<p>2.5% of the total premium of the plot to be increased by 50% every ten years.</p> <p>Note: To convert Annual Lease Rent option to One Time Lease Rent option, the Allottee/ Lessee has to take prior permission from the GNIDA.</p>						
18.	Construction Period	The entire project must be completed within 3 years from the date of Execution of Lease Deed. Minimum requirement for sanction/completion shall be as per Building rule and regulations of GNIDA. After this period time extension may be allowed as per prevailing policy of GNIDA.						
19.	Amalgamation or Sub-division	Amalgamation of adjoining plots may be considered on the condition decided by the Authority from time to time. Sub division not allowed						



#	Head	Details
		under any condition.
20.	Consortium	Not Allowed

## 1 Section I: Instructions to the Applicants

### 1.1 Definitions

The key definitions for the purpose of this scheme document are as follows:

- i) "Authority" means the Greater Noida Industrial Development Authority
- ii) "Authorized Bank" implies the bank that has been identified by the Authority
- iii) "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
- iv) "Allotment money" is the amount as prescribed in the scheme brochure and is expected to be deposited by the Allottee within the given time period
- v) "Allottee" is the person whose allotment letter has been issued by the competent officer
- vi) "Allotment committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment under the advertised scheme.
- vii) "Applicant" is the person/entity who has submitted application with requisite documents in response to this scheme.
- viii) "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
- ix) "Contract" means the Contract signed by the Parties and all the attached documents which includes General Conditions (GC), the Special Conditions (SC), and the Appendices
- x) "Day" means calendar day
- xi) "Government" means the Government of Uttar Pradesh
- xii) "Net worth" from Financial Statement, where Net worth shall be calculated as below:
  - a. In case of a Company: Net Worth means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
  - b. In case of a Partnership firm/ LLP Firm: Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets, if any.
  - c. In case of an Individual: Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax returns with all its enclosures as submitted to Income Tax Authority, should be submitted. Market value of properties, included in net worth statement, should be supported by current valuation report of registered valuers.
  - d. In case of a New Company: Net Worth of promoters/ Directors

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- xiii) "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
- xiv) "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
- xv) "Lessee" is the person/entity who holds the lease of a property or tenant
- xvi) "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is GNIDA.
- xvii) "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
- xviii) "Sub-Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property.
- xix) "Total Premium of the plot" is the total amount payable to the Authority calculated as the allotment rate per Sqm. multiplied by the total area of the plot. (GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium).
- xx) "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xxi) "P.T.M." Permission to Mortgage.
- xxii) "Final Phase of Project" means achieving 100% of permissible FAR.

## 1.2 Eligibility Criteria:

- 1.2.1 Any Proprietor / Individual or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public limited company can submit Application for one or more than one plot. The firms and the companies should be registered in India. (Proposed Company not allowed to apply)
- 1.2.2 The Applicant should be competent to contract.
- 1.2.3 Minimum Financial Eligibility Criteria for the applicant is as follows:

#	Parameters	For plots up to 500 Sqm	For plots more 500 Sqm
I	<b>Minimum Net Worth</b> as on 31.3.2023 duly certified by the Applicant's statutory auditors/ Chartered Accountant	INR 40 Lakhs	INR 80 Lakhs
II	<b>Minimum Solvency</b> as per Certificate not more than 6 months old from the date of application, from a Nationalized / Scheduled Bank	INR 20 Lakhs	INR 40 Lakhs
II	<b>Minimum Total Turnover</b> for the last 3 financial years duly audited by the Applicant's statutory auditors / Chartered Accountant i.e. 2020-21, 2021-22 and 2022-23 as per the last published balance sheets.	INR 50 Lakhs	INR 80 Lakhs

Note: Applicant(s) which are part of the defaulters' lists as per record of GNIDA on the last date of Submission of Application are not eligible to participate and their application shall be automatically disqualified.

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In case of New Companies, it is understood that there will not be any Published Audited Balance Sheets available to achieve minimum turnover requirement. Hence, in this case, the Screening Committee shall evaluate the reputation of the promoters by studying the financial health of all other Group Companies by the same Promoters. It is the responsibility of the New Company (Applicant) to include all applicable proofs in their respective Project Report to prove their intentions and background expertise to develop the Project on time.

### 1.3 How to Apply & Acceptance of Bid/Proposal

- 1.3.1 Portal for e-auction <https://etender.sbi> can also be accessed through a link at GNIDA website [www.greaternoidaauthority.in](http://www.greaternoidaauthority.in)
- 1.3.2 Interested parties will need to register and obtain user ID and password on the e-auction portal and thereafter deposit non-refundable and non-adjustable E-Brochure Document Fee and Processing Fee as mentioned in the Data Sheet separately against each property for participation in the e-auction through online payment on or before date/time as mentioned in the Data Sheet and GNIDA will not be responsible for any payment after that and Bid will not be considered.
- 1.3.3 It will be the sole responsibility of the bidder/participant to obtain a compatible computer terminal with internet connection to enable him/her to participate in e-bidding process any reasons thereof. Ensuring internet connectivity at the bidder's end shall be the sole responsibility of the Bidder/Applicant. Any request/complaint regarding the connectivity of internet at the Bidder's/Applicant's end will not be entertained in any form and shall not be basis of cancellation of the bidding process.
- 1.3.4 Group of plots/sites having the same size and same earnest money, are likely to be put up for e-auction on a single day. Bidder/Applicant is required submit separate application and deposit a separate EMD for each advertised property.
- 1.3.5 The Authority may without assigning any reason withdraw any or all the sites from the e-auction at any stage and is not bound to accept the highest bid or all bids even if they are above the reserve price.
- 1.3.6 Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
- 1.3.7 Bidding will not be permissible below the reserve price/allotment rate of the plot.
- 1.3.8 The bid submitted shall be with an incremental value of 1(one) percent of the Reserve Price of the plot rounded to closest figure in thousands.
- 1.3.9 If the bidding continues till the last 5 minutes of the scheduled/extended closing time of auction, in such case, the bidding time shall be automatically extended for further 10 minutes from the last Bid.
- 1.3.10 Post registration, Bidder/Applicant shall proceed for login by using his ID and password. Bidder shall proceed to select the plot he is interested in. the e-bidder would have following options to make payment towards e-brochure fees, processing fees and EMD through valid:
- A. Net Banking : For document, processing fee and EMD
  - B. NEFT : For document, processing fee and EMD
  - C. RTGS : For EMD
- 1.3.11 Incomplete bid documents will not be considered.
- 1.3.12 The Bidder/Applicant cannot withdraw the offer/ bid once made.
- 1.3.13 Customer Care for technical support on registration, deposit of fees, e-auction etc.

Email: etender.support@sbi.co.in

- 1.3.14 For further inquiries contact: Office of the Desk IT Department, Plot No. 1, KP IV, Greater Noida, Uttar Pradesh 201301 between 10.00 AM to 02.00 PM.
- 1.3.15 The GNIDA may, without assigning any reason, add one or more plots in the scheme and/or withdraw any one or all the plots from the scheme at any stage.
- 1.3.16 The GNIDA may accept or reject any offer, including the highest bid or cancel the scheme, and its decision in this behalf shall be final and binding on the Bidders/Applicants.
- 1.3.17 There will be no correspondence on issues/grounds raised in Disqualified Bids.

#### **1.4 Language and Currency**

- 1.4.1 The document and all related correspondence for this scheme shall be in English language. The currency for the purpose of this scheme shall be Indian National Rupee (INR).

#### **1.5 Applicant's Responsibility**

- 1.5.1 It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:
- i) The eligibility criteria and other information/requirements, as set forth in the Brochure
  - ii) All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.
- 1.5.2 GNIDA shall not be liable for any mistake or error or neglect by the Applicant.
- 1.5.3 The plot(s) are being allotted on "As is where is" basis. It is the responsibility of Applicant to do all the due diligence about the location and situation of plot including personal visit to the plot(s). GNIDA will not be responsible in any manner on this account.

#### **1.6 Documents required with Application**

- 1.6.1 Following documents duly signed by the applicant and certified by Chartered Accountant on each page, should be enclosed with the application form for registration:
- i) **In case of Company (Private & Public):**
  - ii) Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
  - iii) General information of the Applicant as per Form No. 3.21
  - iv) Certified true copy of Memorandum & Articles of Association
  - v) List of Directors certified by a Chartered Accountant as on date of submission of Application
  - vi) List of Shareholders certified by the statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporates and the public as on date of submission of Application
  - vii) Board resolution authorizing the applicant (Authorized Signatory – company secretary or M.D. of the company) to sign on behalf of the company for making this application.
  - viii) Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.
  - ix) Net Worth Statement certified by the statutory auditors/Chartered Account of the Company



- x) Audited annual financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Form No. 3.22
- xi) Solvency Certificate not more than 6 months old (from the date of application) from a nationalized/ scheduled bank in accordance with Form No. 3.23 ( and other documents as per 3.21)

**A. In case of Partnership/ Limited Liability Partnership (LLP) Firm:**

- i) Attested copy of the Partnership Deed in case of Partnership firm
- ii) Attested Copy of the certificate issued by Registrar of Firm.
- iii) General information of the Applicant as per Form No. 3.21
- iv) Board resolution authorizing the applicant to sign on behalf of the Partnership/ Limited Liability Partnership (LLP) for making this application.
- v) Net Worth Statement certified by the statutory auditors/Chartered Account of the Partnership firm.
- vi) Audited annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Form No. 3.22
- vii) Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.
- viii) Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Form No. 3.23

**B. In case of Proprietorship:**

- i) General information of the Applicant as per Form No. 3.21
- ii) Net Worth Statement certified by the statutory auditors/ Chartered Account of the Proprietorship concern.
- iii) Audited annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Form No. 3.22
- iv) Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.
- v) Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Form No. 3.23

**D. In Case of New Company (Proposed Company not allowed)**

- i. Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
- ii. General information of the Applicant as per Form No. 3.21
- iii. Certified true copy of Memorandum & Articles of Association
- iv. List of Directors certified by a Chartered Accountant as on date of submission of Application
- v. List of Shareholders certified by the statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporates and the public as on date of submission of Application
- vi. Board resolution authorizing the applicant (Authorized Signatory – company secretary or M.D. of the company) to sign on behalf of the company for making this application.
- vii. Net Worth Statement of Directors/shareholders of the company duly certified by the statutory auditors/Chartered Account of the Company. 3.22
- viii. Audited annual financial reports of Directors/shareholders of the company for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Form No. 3.23



**Apart from the above list (not exhaustive) relevant documents mentioned in any other part of this document also needs to be submitted (list of documents in Form 3.21).**

### **1.7 Extension of time limit for deposit of Allotment Money**

- 1.7.1 No extension charges time period will be allowed for the deposit of Allotment Money. In case of default in payment, the allotment will be cancelled, and the Registration Money deposited shall be forfeited. However, in exceptional circumstances the time of deposit for the allotment money may be extended by the Chief Executive Officer or his/her authorized representative at his/her discretion including defaulter interest.

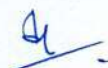
### **1.8 Allotment Process**

- 1.8.1 Screening Committee: The Technical offers shall be scrutinized by a designated Screening Committee. The final decision of the Authority in this regard shall be final. The "Authority" shall have the right to accept or reject any offer without any reason.
- 1.8.2 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.
- 1.8.3 In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 1.8.4 In case there are more than 3 applicants for a specific BPO/ITES 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 *Clause no. 1.3 - How to Apply*.
- 1.8.5 In the e-auction process, in case there are less than three, including zero 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.
- 1.8.6 After the e-auction, the Allotment Committee shall recommend the allotment of BPO/ITES Plot.
- 1.8.7 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 within 30 days from the date of approval of allotment.
- 1.8.8 Applicant has to deposit Allotment Money as mentioned in Data Sheet.
- 1.8.9 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.
- 1.8.10 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.
- 1.8.11 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.



## 1.9 Payment Schedule

- 1.9.1 **Option 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 have to pay additional 90% of the total premium within 90 days of issue of allotment letter as Allotment Money.
- 1.9.2 **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.
- The 60% amount shall carry interest @ State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1st July and 1st January of each year. In case of default on instalments / lease rent 3% extra on (MCLR + 1%) shall be applicable
- 1.9.3 If Allottee pays 100% Payment within 90 days from the date of issue of Allotment letter (after adjusting registration money) In such cases they will get 2% rebate on 90% of balance premium of the plot.
- 1.9.4 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 allotment money may be extended by the Chief Executive Officer or his/her authorized representative at his/her discretion including defaulter interest.
- 1.9.5 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.
- 1.9.6 In case of default in payment a penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% +10.00% p.a. as of 1<sup>st</sup> July 2024 = 13.00 % p.a.) compounded every half yearly for the entire default period. This rate will change as per interest rate revision by GNIDA.
- 1.9.7 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.
- 1.9.8 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 instalment due and the lease rent payable.
- 1.9.10 Applicable interest rate shall be as per Office Order, Reference No. 47068/Fin/office order/ 2024-25 dated 10.07.2024 This rate will change as per interest rate revision by GNIDA from time to time
- 1.9.11 For the purpose of this document the date of issue of allotment letter shall be reckoned as date of allotment.
- 1.9.12 **Other conditions:**
- The Applicant has to give his option for payment along with the Application.
  - The payments can be made in the listed banks online through Authority's website (<https://www.greaternoidaauthority.in/>).
  - After depositing the installment with the designated scheduled bank, the Allottee shall intimate the same to GNIDA through a written intimation along with the copy of challan of amount deposited or through an email.



- d) In case of default in payment a penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 10.00% p.a. as of 1<sup>st</sup> July 2024 = 13.00% p.a.) compounded every half yearly for the entire default period. This rate will change as per interest rate revision by GNIDA.
- e) The Allotee/Lessee shall not claim/entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and Allotee/Lessee shall have to pay due installment along with interest on due date.
- f) In case of allotment of additional land, the payment of the premium of the additional land shall be made in lumpsum within 30 days from the date of communication of the said additional land as per prevailing policy of GNIDA.
- g) In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government, the Allotee/Lessee will have to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.
- h) Authority will accept each and every payment made by the Allotee at his own risk and responsibility. In case the Allotee violates any terms and conditions of allotment, the rights of the Authority will not be affected in any way irrespective of accepting any payment made by Allotee. No right shall accrue to the Allotee, if the plot allotted/handed over to the Allotee is cancelled, despite the fact that the Allotee has made the entire or partial payment, against the allotment to the Authority.
- i) Extension for depositing allotment money shall not be allowed. In case of default in allotment money, the allotment offer would be cancelled without issuing any notice and the registration money will be forfeited. However in exceptional circumstances CEO may grant time extension up to 30 days for deposit of allotment money with applicable penal interest.

#### **1.10 Change in the Name of the Applicant**

Application made once in the name of applicant shall not be changed under any circumstances but after the allotment the name of the allottee may be changed. However, the legal entity, may change their name as allowed to them as per the provisions of the Society, Trust and Companies with charges as per prevailing policy of GNIDA after payment of prescribed fees if any.

#### **1.11 Unsuccessful applicants**

The Earnest Money of unsuccessful applicants shall be returned to them without interest. However, if the period of deposit is more than one-year, simple interest @ 4% p.a. shall be paid for the period of deposit exceeding 1 (one) year.

## **2 Section II: Special Conditions**

### **2.1 Implementation & Extension**

- 2.1.1 Development Norms shall be as per the prevailing policy of Building Regulations/ Byelaws of GNIDA. In case of discrepancy between Building Byelaws / Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as per prevailing policy of GNIDA shall prevail. It is made clear that in case there is any upward revision in the building byelaws / regulations after the allotment is made then the same shall not be available to the Allotee under this scheme unless the Allotee pays further amount towards purchase of additional FAR i.e. beyond that mentioned in the allotment letter/lease deed.





- 2.1.2 The Allottee will commence the construction after taking over physical possession of the BPO / 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.
- 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. The completion certificate shall be issued only post achievement of 100% FAR.
- 2.1.4 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 first phase and final phase for reference of the Applicant are as follows:

Sr. No.		Time extension charges for Completion
1	For fourth year the penalty shall be	4% of the total Premium
2	For fifth year the penalty shall be	Additional 6% of the total Premium
3	For sixth year the penalty shall be	Additional 8% of the total Premium

Note: Maximum extension for completion given to Allottee shall be three (3) years. After this period, the allotment would stand cancelled.

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

- 2.1.5 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.
- 2.1.6 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 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 neglected 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.

## 2.2 Permissible Norms:

- 2.2.1 All the infrastructural services within the plot area only shall have to be provided by the Allottee as per GNIDA rules.

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- 2.2.2 All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.
- 2.2.3 Provisions related to the fire safety/water conservation etc. shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).
- 2.2.4 The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.
- 2.2.5 All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater Noida Authority and the amendments made there in from time to time.

### 3 Section III: General Terms and Conditions

#### 3.1 Execution of Lease Deed

- 3.1.1 The Allottee will be required to execute the Lease Deed of the plot within 30 days from the date of issue of check list which shall be issued soon after the acknowledgement of receipt of allotment letter and payment of the dues in accordance with the payment plan opted by the allottee. In case of failure to do so, the allotment of plot may be cancelled and 30% of the premium of the plot and any charges, interest and any other penalties would be forfeited..
- 3.1.2 However, in exceptional circumstances, the extension of time for the execution of the Lease Deed and taking over possession may be permitted as per the prevailing policy of the Authority at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges. The current prevailing policy of extension of the Authority is as under-

1	First 06 Months	1.00 % of the total original premium of the Plot.
2	Second 06 Months	Additional 1.50 % of the total original premium of the Plot.
3	Third 06 Months	Additional 2.00 % of the total original premium of the Plot.
4	Fourth 06 Months	Additional 2.50 % of the total original premium of the Plot.
5	After that	Additional 0.5 % of the total original premium of the Plot per month for a maximum period of one (1) year. Therefore the maximum extension would be given for three (03) years. After this period the allotment would stand cancelled.

- 3.1.3 Extension of time and applicable penalties/fees/charges shall be calculated from the due date date of execution of lease deed (i.e. 30 days from the date of issue of checklist).
- 3.1.4 Documentation charges: All cost and expenses of preparation, stamping and registering of the legal documents and its copies and all other incidental expenses will be borne by the Allottee, who will also pay the stamp duty levied on transfer of Immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf
- 3.1.5 Period of lease: 90 years from the date of execution of Lease Deed.

#### 3.2 Lease Rent

- 3.2.1 In addition to the premium of plot, the lessee shall have to pay yearly Lease Rent in the manner given below.
- i) The Lease Rent will be 2.5% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.
  - ii) After every ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future.
  - iii) The Lease Rent shall be payable in advance every year. First such payment shall fall due on the date of execution of Lease Deed and thereafter, every year, on or before the last date of previous financial year.





- iv) In case failure to deposit the due lease rent by the due date, interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 10% p.a. as of 1<sup>st</sup> of July 2024= 13.00% p.a.) compounded every half yearly for the entire default period, on the default amount. This rate will change as per interest rate revision by GNIDA.
- v) The Allottee/ Lessee has the option to pay Lease Rent equivalent to 15 years Lease Rent (i.e. 15 years X Prevailing lease rent on the date of submission of application) 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 (with prior approval from GNIDA) 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.**

### 3.3 Location charges

Location Charges shall be payable by the allottee/lessee before execution of lease deed in lump sum.

- 1.) For Corner Plots- 5% of the Total Premium of plot.
- 2.) For Plots facing Park / Green belt- 5% of the Total Premium of plot.
- 3.) For Plots facing 45 Mtr. wide or above sized roads - 5% of the Total Premium of Plot

Note-

- 1. If one location, location charges will be charges only 5%
- 2. If Two location, location charges will be charges only 10%
- 3. If Plot Location is more than two, locations charge will be not more then 10%
- 4. If the plot is situated within 1 Km of Metro Corridor, then reserve price of the plot shall be enhanced by 10% and Bidding will not be permissible below this enhanced price.

### 3.4 Functional Certificate

- 1) It will be essential to obtain Functional Certificate from GNIDA within 6 months from the issue of Completion Certificate. Following documents are required to be submitted to obtain Functional Certificate-
  - a) Completion/Occupancy Certificate.
  - b) No dues certificate.
  - c) Proof of building being functional with copy such as – electricity bill, water supply bill etc.
  - d) CEO or its authorized officer may ask any other document for satisfaction that Institute is functional. Authority officer may inspect the building/ Premises before issuing functional certificate.
  - e) In case of failure to obtain functional certificate by the allottee/ lessee, the allottee would be required to pay penalty @4% of the total premium per year (calculated on monthly pro-rata basis) maximum up to three years.
- 2) The date of issue of Functional Certificate will be the date of submission of application for issue of Functional Certificate along with documents.
  - a) In case of non- adherence to the aforementioned schedule for obtaining Functional Certificate from GNIDA, the plot shall be cancelled and/or lease shall be 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 of claim or compensation thereof. The balance amount deposited in premium shall be refunded without any interest. The Allottee must pay lease rent as applicable till the date of possession of the plot.

### 3.5 Possession of the plot

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- 3.5.1 Possession of allotted plot will be handed over to the Lessee upon execution of Lease Deed(s). Date of execution of Lease Deed shall be considered as the date of possession of the plot.
- 3.5.2 Execution of Lease Deed(s) can be done only after a minimum payment of 30% of premium and one-year Lease Rent, in advance. On the date of execution of the Lease Deed there remains no outstanding amount payable to the GNIDA whether on account of instalment towards the premium or any account head whatsoever.

### **3.6 Transfer of Plot**

- 3.6.1 No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.
- 3.6.2 Normally, no Transfer shall be allowed till Completion & Functional Certificate for the entire project has been obtained from GNIDA/Lessor.
- 3.6.3 Thereafter, Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee and after the following:
- i. payment of prescribed fees/charges,
  - ii. clearance of all up to date dues and
  - iii. overdue installment towards premium of land.
- 3.6.4 In case allowed, the Allottee / lessee expressly agrees that in the event any application for transfer is made and the Authority grants permission therefor, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.

### **3.7 Role of GNIDA as per IBC 2016**

- 3.8.1. Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, GNIDA will be treated a Secure Financial Creditor and this lease deed shall be a Financial / Capital Lease Deed.
- 3.8.2. Under the circumstances, where the Lessee/Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, Lessor will be treated as Secure Financial Creditor and the dues (including penalties) of the Lessee/Allottee shall be recovered through this procedure, treating Lessor/GNIDA as a Secure Financial Creditor.
- 3.8.3. All amounts that are payable by the Lessee/Allottee to the Lessor/GNIDA under the Lease Deed, whether towards the outstanding premium after e-auction shall constitute a financial debt within the meaning of the IBC, 2016 AND the same shall constitute a charge on the leased property within the meaning of T.P. Act and / or IBC, 2016.



- 3.8.4. The Lessee/Allottee expressly agrees that till such time all dues payable to the Lessor/GNIDA under these presents, whether on account of unpaid premium or lease rent or any other account are duly paid and so acknowledged by the Lessor/GNIDA, the leased premises shall remain a valuable security in the hands of the Lessor/GNIDA so as to secure due payment under Lease Deed. The premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016. The Lessee/Allottee agrees that possession of lease land is given, which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the Lessee/Allottee from its allottees shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.
- 3.8.5. The Lessor/GNIDA shall always have first charge over the leased premise in contrast to every financial institution or Bank from whom the Lessee/Allottee may borrow funds for completion of the project on the leased premise or any allottee of the Lessee/Allottee.

### 3.8.6. Variation in actual area of allotted plot

- 3.7.1 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. The Allottee has to accept the allotment, if the variation in the size of plot is upto 10% of the area applied for. In such case No dispute/ objection by the lessee would be entertained on the ground of variation in the size of plot. Allottee would have also no right for change of plot or refund of money deposited by him on this account.
- 3.7.2 With regard to the variation in the area of plot allotted, the applicant shall deposit the amount equivalent to the extended percentage variation if the size of plot is up to 10% of allotted area on allotment rate and after that, the rest area Premium at the current prevailing allotment rate as onetime payment only.
- 3.7.3 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 lessee 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.

### 3.8 "As is where is Basis"/ Lease period

- 3.8.1 The BPO/ITES plots are offered for allotment on "as is where is basis" on a lease for a period of 90 years starting from the date of execution of the lease deed. The Allottee shall be responsible for appropriate due diligence by visiting the plot before submitting the application. No claim whatsoever is admissible on account of physical status of the land of the plot offered for allotments.

### 3.9 Surrender

*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:*

- 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 before the issuance of allotment letter or before 90 days after the issuance of allotment letter in case the applicant has chosen Payment Option no. 1 or before 60 days after the issuance of allotment letter 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 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.*
- 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.*
- 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*

- 3.9.1 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.

### **3.10 Change in Constitution (CIC)**

- 3.10.1 Change in Constitution may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of CIC request letter by the Allottee and after payment of prescribed fees/charges.

### **3.11 Change in Shareholding (CIS)**

- 3.11.1 Change in Shareholding may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Allottee and after payment of the prescribed Fees/charges.

### **3.12 Maintenance**

- 3.12.1 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of GNIDA or from the competent authority in this regard.
- i. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the allotted plot. If the buildings and the common services are not maintained properly, the GNIDA shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee will be personally and severely liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.
  - ii. No objection will be entertained on the subject of amount spent on maintenance of the buildings and the common services, and the decision of GNIDA in this regard shall be final and binding.



- iii. The Allottee/Lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent Authorities at his own expenses.
- iv. The Allottee/Lessee shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place.
- v. The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of Greater Noida Industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.
- vi. In case of non-compliance of these terms of conditions and any other directions of GNIDA, GNIDA shall have the right to impose such penalty as it may consider just and/or expedient.

### **3.13 Mortgage**

- 3.13.1 Mortgage permission may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Mortgage permission request letter by the Allottee and after payment of prescribed fees/charges.

### **3.14 Misuse, Additions, Alterations, etc.**

- 3.14.1 The Allottee shall not use the plot for any purpose other than that for which it has been allotted/leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot. 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 without any payment.
- 3.14.2 The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- 3.14.3 If the Lessee/Sub-Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by GNIDA in this regard.

### **3.15 Indemnity**

- 3.15.1 The Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Lessee. The Lessee shall execute an indemnity bond, indemnifying GNIDA and its officers and employees against all disputes arising out of
  - i. The non-completion of work
  - ii. The quality and validity of development, construction, operations and maintenance
  - iii. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser



### 3.16 Liability to Pay Taxes

- 3.16.1 The Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the lessor or any other 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.

### 3.17 Overriding Power over Dormant Properties

- 3.17.1 GNIDA reserves the right to all mines, minerals, coals, washing gold, 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 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 CEO of GNIDA on the amount of such compensation will be final and binding on the applicant.

### 3.18 Consequences of mis-representation

- 3.18.1 If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Applicant/ Allottee/ Lessee/ Sub-Lessees, the allotment of plot shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the Applicant/ Allottee/ Lessee/ Sub-Lessees shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

### 3.19 Cancellation

- 3.19.1 In addition to the other specific clauses relating to cancellation/determination, GNIDA, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of BPO / ITES plot in case of the following-
- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
  - ii. Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
  - iii. In case of default on the part of the Applicant / Allottee or any breach/violation of the terms and conditions of the Scheme Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues.
- 3.19.2 If the allotment is cancelled on the grounds mentioned in Clause 3.18.1 (i) above, the entire amount deposited by the Applicant/ Allottee / Lessee/ Sub-Lessee(s) till the date of cancellation/determination, shall be forfeited by GNIDA and no claim, whatsoever, shall be entertained in this regard.
- 3.19.3 If the allotment is cancelled on the grounds mentioned in Clause 3.18.1 (ii) or Clause (iii) above, 20% of the total premium or the amount deposited upto the date of cancellation, whichever is the least shall be forfeited together with Lease delay Penalty and due lease rent till the date of cancellation shall also be forfeited in favour of GNIDA. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard.





- 3.19.4 After forfeiture of the amount as stated above, possession of the plot will be resumed by GNIDA, along with the structure thereupon, if any, and the Applicant/ Allottee/ Lessee/ Sub-Lessees will have no right to claim any compensation thereon.

### 3.20 Restoration

- 3.20.1 GNIDA can exercise cancellation of plots for breach of Terms and Conditions of Brochure /Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of GNIDA can restore the plots. The restoration will be subject to the following conditions:
- i. The application of restoration of plots shall be made within 90 days from the date of issue of cancellation letter.
  - ii. The decision about the restoration of the plots will be taken by the CEO or Authorized Officer of GNIDA.
  - iii. The Allottee shall have to pay restoration charges @10% of the total premium of the plot at prevailing rate calculated on the date of restoration.
  - iv. If restoration is due to court order, the Allottee has to close the case first.
  - v. The Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable after decision of restoration has been taken in Principle, within time limit as decided by CEO. Final Restoration letter shall be issued only after all the dues has been paid by allottee.
  - vi. The Allottee has to pay time extension charges as per terms of allotment / lease.
  - vii. No Court case is pending on the Allottee.
  - viii. All legal expenses would be borne by the Allottee.
  - ix. In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized/non-permissible activities in future and closure/removal of illegal/unauthorized/non-permissible activities.
  - x. In case of restoration in prepossession cases, the Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.
  - xi. If the cancelled plot is allotted to anyone. The application for Restoration should not be entertained in any circumstances.

### 3.21 Other Clauses

- i. The Authority reserves the right to make any amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee.
- ii. If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the earnest money deposited by applicant would be refunded. However, in case the period of deposit exceeds one year then the amount shall be refunded along with simple interest @ 4% per Annum.
- iii. In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of GNIDA shall be final and binding on the Allottee / Lessee and his / her / their successor.
- iv. In case there is any change of reserve price of allotment from any order of honorable High Court/Supreme Court or Government/Board of Uttar Pradesh, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.

- v. GNIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- vi. 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 issued there under from time to time.
- vii. Any dispute between the Lessor and Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad.
- viii. The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before applying.
- ix. Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee.
- x. In case an existing link road comes anywhere in the plot area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by GNIDA.
- xi. All arrears due to the Lessor are recoverable as arrears of land revenue.
- xii. The Lessee/ sub Lessee(s) shall not be allowed to assign or change his role, otherwise the Lease may be cancelled and entire money deposited shall be forfeited.
- xiii. GNIDA in larger public interest has the Authority to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of GNIDA shall be final and binding on the Allottee/Lessee.
- xiv. The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted.
- xv. The Allottee/ Lessee shall follow all the rules and regulations of RERA and the Building Bye Laws of GNIDA.

Forms

### 3.22 Application form

#### Application for establishment of BPO / ITES Plots

(To be submitted in duplicate<sup>1</sup>)

Form Sl.No. \_\_\_\_\_

To \_\_\_\_\_

Self-attested photograph of authorized signatory
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<sup>1</sup> Original form will be duly filled and signed by the applicant and submitted with self-attested photocopy of the complete document.

*De*



**The Chief Executive Officer,  
Greater Noida Industrial Development Authority**

Plot no 1, Knowledge Park-IV,  
Greater Noida City-201308

Dear Sir / Madam,

We hereby submit our application form for allotment of \_\_\_\_\_ (insert the type of plot to be  
allotted) plot to \_\_\_\_\_ establish

\_\_\_\_\_ on an area of  
\_\_\_\_\_ Sq.mt.

We hereby agree to pay allotment money / installments / Lease Rent etc. as per payment plan and Rates/premium of allotment hereinafter mentioned in the Data Sheet and General Terms and Conditions.

We are enclosing herewith the following documents:

- a) Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn on \_\_\_\_\_ towards the registration money (10% of total premium).
- b) Bank Draft No. \_\_\_\_\_ dt. \_\_\_\_\_ for Rs. 5000/- + (18% G.S.T.) Drawn on \_\_\_\_\_ towards non-refundable / non-adjustable processing fees.
- c) Board Resolution / Certificate of authorization in favour of Shri / Smt. \_\_\_\_\_ S/o / D/o , W/o \_\_\_\_\_ as (status) \_\_\_\_\_ which is on behalf of the applicant / Company / Firm / Registered Partnership firm i.e. M/s \_\_\_\_\_ constituted under \_\_\_\_\_ Act of \_\_\_\_\_ Government of India / State Government i.e. \_\_\_\_\_.
- d) Terms and conditions (Appendix-1) of the above registration duly signed as a token of acceptance of the terms and conditions of the allotment of BPO / ITES land.
- e) Self Attested copy of PAN & GSTN of the Applicant must be attached
- f) The following documents duly signed by applicant and certified by C.A. are also enclosed.

S.No	Description	Enclosed "Yes" not Enclosed "No"	At page No.

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1.	Project Report (to be signed by applicant and certified by CA)		
2.	Background of the promoters		
3.	Feasibility report of the proposed project to be signed by applicant and certified by CA.		
4.	Land required, depicting the land use pattern, construction plan & schedule of implementation to be signed by applicant and certified by Architect.		
5.	Three years projected cashflow, depicting sources of inflows for the project, to be signed by applicant and certified by CA.		
6.	Audited balance sheet of 3 years to be signed by applicant and certified by CA.		
7.	Financial statement of turnover of 3 years to be signed by applicant and certified by CA (as per Form 3.22)		
8.	Financial statement of Net worth as on 31-03-2020 to be signed by applicant and certified by CA (as per Form 4.3).		
9.	Solvency certificate from any nationalized / schedule Bank (Form-4.4).		
10.	Photocopy of certificate of incorporation/ registration, memorandum & article of association of the company of rules & regulations of society/trust/partnership deed/firm (to be signed by applicant and certified by CA).		
11.	Affidavit of the applicant certifying that all the statements made in application/ annexures are true and correct (Form 4.5)		
12.	List of the Directors and their respective equity shareholding.		
13.	Proposed total investment in the project and year wise phasing.		

Date \_\_\_\_\_

Address of Applicant \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_



Email \_\_\_\_\_

Financial statement of turnover

Name of Applicant -----  
-----  
-----

S.No.	Description	2020-21 (as per audited balance sheet)	2021-22 (as per audited balance sheet)	2022-23 (as per audited balance sheet)
1.	Turnover of the Applicant as per the last audited annual accounts.			

Signature of Authorised signatory

Stamp of applicant with name

And Status

**Certificate of the Chartered Accountant/Statutory Auditor**

Based on Audited Accounts and other relevant documents, we M/s .....  
.....  
....., Chartered Accountants/Statutory Auditors,  
certify that the above information is correct.

**Signature and Seal of Chartered****Accountants/Statutory Auditors****Membership No.****3.23 Financial statement of Net Worth**

S.No.	Description	Amount in crore Rupees	Remarks



1.	Net worth as on 31.3.2023 of the Applicant & relevant members as per audited annual accounts.		
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Signature of Authorised signatory

Stamp of applicant with name

And Status

### Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s  
 .....  
 ....., Chartered Accountants/Statutory Auditors, for the  
 applicant having networth Rs.....certify that the above information is  
 correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No. \_\_\_\_\_

### 3.24 Solvency 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: Separate certificate for company / firm / society / trust / everyone to be submitted. Solvency Certificate should not be more than 6 months old from the date of submission of application.

### 3.25 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 \_\_\_\_\_ (insert the type of plot to be allotted) Plot in Greater Noida Industrial Development Authority 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 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.

Signature of Authorised signatory  
Stamp of applicant with name  
And Status/ designation



Annexure- Objective Criteria (Screening/ Evaluation of Applications)

Sr. No.	Criteria	Sub- Criteria	Criteria Points
1.	Net Worth (Per Acre)		
2.	Average Profitability in balance sheet last 3 years (In case of a new company. Profitability evaluated of a company of the same promoters may be consider		
3.	Investment (Per Acre) Excluding land cost		
4.	Employment		
5.	Experience (In case of new company, then promoters experience shall be calculated)		
6.	Presentation before allotment committee regarding project implementation, Business strategy, funding Resources, Project Feasibility etc.		

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