



# ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण

प्लॉट सं०- 01, सैक्टर - के०पी०-04, ग्रेटर नौएडा सिटी, जिला-गौतमबुद्ध नगर (उ०प्र०)।

फोन नं० - 0120-2326136  
फैक्स नं० - 0120-2321511

website: [www.greaternoidaauthority.in](http://www.greaternoidaauthority.in) email id: [authority@gnida.in](mailto:authority@gnida.in)

पत्रांक :- 10855 / ग्रे०नो० / वित्त / 2018-19,

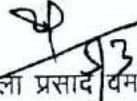
दिनांक :- 05/03/2019

विशेष कार्याधिकारी-एस० (बिल्डर्स / वाणिज्यिक / उद्योग),  
सहायक महाप्रबन्धक (संस्थागत / आई०टी०),  
प्रबन्धक (बिल्डर्स),  
ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण।

विषय:- प्राधिकरण के एस्को खाता संख्या सम्बन्धित आवंटियों को उपलब्ध कराने के सम्बन्ध में।

उपर्युक्त विषयक अवगत कराना है कि मुख्य कार्यपालक अधिकारी महोदय के अनुमोदन दिनांक 28.02.2019 के क्रम में Escrow Agreement की नियम एवं शर्तें सम्बन्धित विभागों को उपलब्ध करा दी गई हैं। उक्त Escrow Agreement में प्राधिकरण के खाता संख्या- 50100277006891, Greater Noida Ind Devel Authority, तथा IFSC Code- HDFC0000278 को समाहित किया जाए।

संलग्नक- बैंक पत्र / खाता संख्या की प्रति।

  
(हैमता प्रसाद वर्मा)  
महाप्रबन्धक (वित्त)

प्रतिलिपि:-

1. अपर मुख्य कार्यपालक अधिकारी (डी०सी० / जी०) / विशेष कार्याधिकारी (एस०) को सूचनार्थ।
2. गार्ड फाइल।

महाप्रबन्धक (वित्त)

**HDFC BANK**

We understand your world

HDFC Bank Limited,  
C-1 Alpha Plaza,  
Alpha Commercial Belt,  
Greater Noida,  
Gautam Budh Nagar,  
Uttar Pradesh - 201306

To,

Date: 03/03/2019

**The D.G.M. Finance  
Greater Noida Industrial Development Authority  
Greater Noida**

**Sub: Regarding A/c Opening**

Dear Sir,

With reference to your letter no.1830/Bank/Fin/2018-19, dated-28/02/2019, we have opened  
GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY COLLECTION ACCOUNT.  
Account details are given below:

**A/c No: 50100277006891  
A/c Name: Greater Noida Ind Devel Authority  
IFSC Code: HDFC0000278**

*Send to all concerned Dept.  
Mgs (RPS) / Aut (B)*

*Dhruv*  
05/3/19

Thanks & Regards



Regd. Office : HDFC Bank Limited, HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.



# ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण


शूखण्ड संख्या-01, के0पी0-4, ग्रेटर नौएडा सिटी, जिला-गौतमबुद्ध नगर (उ0प्र0) ।  
website: www.greaternoidaauthority.in email id: authority@gnida.in

पत्रांक :-10516/ग्रे0नौ0/वित्त / 2018-19

दिनांक: 01/03/2019

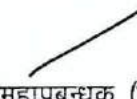
विशेषकार्याधिकारी-एस0 (बिल्डर्स/कॉमिश्नियल/उद्योग),  
सहायक महाप्रबन्धक (संस्थागत/आई0टी0),  
प्रबन्धक (बिल्डर्स),  
उप विधि अधिकारी,  
ग्रेटर नौएडा प्राधिकरण।

कृपया मुख्य कार्यपालक अधिकारी महोदय द्वारा Escrow Agreement की नियम एवं शर्तों का अनुमोदित दिनांक 28.02.2019 को दिया गया गया है। अनुमोदित Escrow Agreement की प्रति आवश्यक कार्यवाही हेतु इस पत्र के साथ संलग्न कर इस निर्देश के साथ प्रेषित की जा रही है कि प्राधिकरण के डिफाल्टर धनराशि के आवंटियों (आवासीय- सम्पत्ति को छोड़कर) के साथ Escrow Agreement की समस्त कार्यवाही प्राथमिकता के आधार तत्काल कराना सुनिश्चित करें, इसमें किसी तरह का विलम्ब कदापि न किया जाय।

  
(हौसिमा प्रसाद बानी)  
महाप्रबन्धक (वित्त)

प्रतिलिपि:-

1. स्टाफ ऑफिसर को, मुख्य कार्यपालक अधिकारी महोदय, के अवलोकनार्थ।
2. अपर मुख्य कार्यपालक अधिकारी (डी0सी0/जी0) को सूचनार्थ।
3. विशेषकार्याधिकारी (एस0के0) को सूचनार्थ।
4. सम्बन्धित ( ) को आवश्यक कार्यवाही हेतु प्रेषित।
5. गार्ड फाइल।

  
महाप्रबन्धक (वित्त)

## Escrow Agreement between Developer/Allottee & GNIDA

This agreement is executed on this the.....day of .....2019.

### BY & BETWEEN

M/s....., a Company incorporated under the provisions of companies Act. 1956 having its registered office ..... through its Director Sh..... (duly authorised vide its Board resolution dated .....) hereinafter referred to as "the Developer" which expression unless repugnant to the context or meaning thereof shall mean and include its successors administrators transferees, nominees and permitted assignees);

AND

(Greater Noida Industrial Development Authority Constituted under the provisions of the UP Industrial Area Development Act, 1976, having its office at Knowledge Park hereinafter called the Authority", which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, or nominees)

### WHEREAS

Authority has leased the land admeasuring.....acres in sector.....of Greater Noida to the developer for the development of residential project. To ensure that the dues of authority are recovered fully developer is bound under this agreement with such terms and condition as prescribed herein.

### NOW THIS AGREEMENT WITNESSETH AS UNDER

1. All money received by the Builder-lessee from its allottees / sub-lessee /buyers of flats / flat space, by whatever name called against project whether in form of DD, Cheques, RTGS / NEFT shall compulsorily be deposited in such Escrow account (For the purpose of this agreement, Escrow account shall mean the collection account where 100% of the project receivables from allottees/sub-lessee/buyers of flats/flats space is deposited).
2. No amount whatsoever can be received by the Builder in cash.
3. In the event the builder / allottee opens any other account for the project or deposits any money related to the project in any other account, such incident shall be deemed to be a breach of contract on the part of Builder / allottee and action in accordance with law, civil or criminal, shall be taken against them jointly or severally. The Builder shall notify to each allottee the details of such an Escrow account.

~ \$ A

4. There shall be two bank accounts for each project- Main A/c & another is RERA A/c. All deposits shall be credited in project linked Main account. GNIDA will received 28.57 of 70% of RERA A/c (means 20% of 100% collection credited into project linked main A/c).

The bank shall credit the 28.57 % of RERA account collection to GNIDA A/c. on closing of each day.

5. It will continue irrevocably until any further instructions from GNIDA for reducing the percentage, which will be based on examination DPR.

6. For the purpose of this agreement developer will provide bank details as follows;

(A) Main Collection Account (project linked A/c):-  
Name of the Bank: .....  
Account No. ....  
IFSC : .....

(B) Details of RERA A/c:-  
Name of the Bank: .....  
Account No. ....  
IFSC : .....

7. The amount payable to the Authority shall be transferred into GNIDA A/c:

Name of the Bank: .....  
Account No. ....  
IFSC : .....

8. The builder shall inform the Authority every month all facts and figures regarding construction carried out, remaining construction, cost incurred and to be incurred for all construction and development and amount receivable from its allottees in future regarding every running project for which final completion certificate has not yet been received by the Builder. The Authority shall assess the recoverable amount upon examination of the details received from the builder to ensure due recovery of the dues of the Authority. Balance amount, after such appropriation shall be used for completion of the project by the Builder.

9. The builder shall keep every allottee in the project duly informed of what is set out above and also upload such information on a website dedicated to the concerned project.

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10. The Authority shall be empowered to verify/ audit / review the escrow account every three months or at such shorter intervals as it may deem fit to ascertain whether the amount receivable against the project is being deposited in the escrow account or not for such purpose the Builder shall bound to furnish all such documents as may be called for by the Authority from the Builder-lessee. GNIDA shall have right to review rate of recovery from escrow account every year or at such shorter period as it may deem fit.

11. It is made clear that notwithstanding the opening of the Escrow account or associating the Authority with its operation or audit, the allottee of the Builder shall neither be deemed to be an independent or direct allottee of the Authority nor the aforesaid shall be construed as an agreement between such allottee and the Authority nor shall the Authority be liable to any allottee either for timely completion of the project or for any deficiencies in the project / flat / flat space or on any account whatsoever. All claims, if any, by the allottee shall be maintainable only against the Builder.

12. All disputes arising out of or in relation to the allotment, management, signing authority or recovery from Escrow account shall be within the exclusive jurisdiction of the Courts at District Gautam Budh Nagar or the High Court of Judicature at Allahabad.

(On Behalf of GNIDA)

(Developer/Allottee)

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