

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

Plot no. -1, Knowledge Park-IV, Greater Noida,
Greater Noida, Gautam Budh Nagar-201308 (U.P.)

Scheme Document for Allotment of Industrial Plots in Greater Noida 2020

(Scheme Code: **ONLIND2020-01**)

Online Application for allotment of Industrial Land for setting up Industries

(Plot Size-450 Sqm. And above)



Plots are offered for allotment on “as is where is basis”.

Def

SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOT

(Size 450 square meters and above)

A-I. HOW TO APPLY

Note: Registration Money, Processing Fees and Application form Fees will be paid online only. Please upload required documents online only.

An amount of Rs.15000/-(+18% GST Rs. 2700) towards application form fee and non-refundable/non-adjustable Process Fee will be remitted automatically along with Registration Money. To excess online Form click www.niveshmitra.up.nic.in.

The applicant will submit their application online along with following documents:

1. Apply online and upload proposal/Project report and other statutory documents.
2. Registration Money equivalent to 10% of the total Premium of the Plot area which is either adjustable or refundable for which application is being submitted should be deposited.
3. Applicants can apply plot wise and Plot will be allotted within 45 days.
4. No interview for the allotment industrial plots up to 4000 sq mtr.
5. Applicants who want to buy an industrial plot larger than 4000 sq mtr. will be interviewed.
6. if there is single applicant for single specific plot, then that will be allotted to him.
7. If there is more than one applicant for a single specific plot, then there will be a draw of lots.
8. Preference will be given to those applicants who will make the one-time full payment within 60 days of allotment.
9. In case of more than one applicant for a specific plot, then preference will be given to the applicant who owns the adjacent running unit and is not a defaulter in payment.
10. In case of more than one applicant for a specific plot, then there will be draw of lots among such applicants. If an applicant opts for full payment of balance amount within 60 days, then preference will be given to such applicant but if he does not make the payment within 60 days, then allotment of plot will be cancelled, and registration money will be forfeited.
11. 5% rebate will be given to those applicants who will make one-time full payment within 60 days of allotment.
12. Applicants can give ten (10) options for allotment out of the available vacant plots.
13. Possession will be given on 30% payment (Allotment Money), including 10% Registration/Earnest Money and balance amount can be paid as per the following Payment Options as follows –
 - a. **Option 1:** 100% (including 10% application money) within 60 days from the date of issue of Allotment Letter.
 - b. **Option 2:** 50% (including 10% application Money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 50% of the total premium of the plot in 2 years. The 50% balance amount for instalments will carry interest as per prevailing interest rates of GNIDA (8.5% p.a. as of 1st of July 2020).
 - c. **Option 3:** 30% (including 10% application money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 70% of the total premium of the plot in 7 years. The 70% balance amount for instalments will carry interest as per prevailing interest rates of GNIDA (8.5% p.a. as of 1st of July 2020).



The present rate of allotment are as under:

Size of Plots (in sqmtr.)	Ecotech-01, Extension, Ecotech, Ecotech-01(Sector31), Ecotech-03, Ecotech-12 (in INR/Sqm)	Ecotech-02, Ecotech-06 (in INR/Sqm)	Ecotech-04, Mahila Udyami Park, Toy City, Udyog Vihar, Sector-16 (Industrial) – (in INR/Sqm)	Ecotech-07, Ecotech-8, Ecotech-10, Ecotech-11, Ecotech-15,16, 17, 18, 19, 20, 21, 22, 23. (in INR/Sqm)
0 - 4000	20000	15000	13000	10790
4001 - 8000	18000	13500	11700	9300
8001 - 20000	16000	12000	10400	7800
20001 - 40000	15000	11250	9750	6300
40001 - 80000	14000	10500	9100	5100
80001 - Above	12000	9000	7800	3900

Note: Irrespective of the above rate, the prevailing rate on the date of issue of allotment letter will be applicable.

* If the industrial facilities such as warehousing, research and development center, tool room, test lab, maintenance and packing machineries, weigh bridge, cable TV networks and such other activities, the land allotted for such facilities will be one and-a-half times greater than the prevailing industrial rate.

* Irrespective of the above rate, the prevailing rate on the date of issue of allotment letter will be applicable.

* If the industrial facilities such as warehousing, research and development centre, tool room, test lab, maintenance and packing machineries, weigh bridge, cable TV networks and such other activities, the land allotted for such facilities will be one and-a-half times greater than the prevailing industrial rate of that area.

A-2. WHO CAN APPLY

1. Any Individual Firm either Proprietor or Partnership firm/Private limited Company can submit application form for more than one plot.
 - 1(a). Proposed Partnership/ LLP/Private Ltd. Companies etc. will not be eligible to participate and application will be rejected.
2. The applicant should be competent to contract.
3. A Separate application form shall be required to be submitted for each plot.
4. Incomplete application shall be summarily rejected.
5. Any Change in the Name of the Intending applicant will not be allowed under any Circumstances
6. In case of applicant have formed a consortium:
 - (a) Members of the consortium will have to specify one "lead member", who alone shall be authorized to correspond with the Greater Noida Industrial Development Authority. Lead member should be the single largest shareholder amongst the relevant members.
 - (b) Each member of the consortium with equity stake of at least 26% will be considered as the "relevant member".
 - (c) The members shall submit a Notarised Memorandum of Understanding (MOU) (Annexure-5) conveying their intent to jointly apply for the allotment of industrial plot, and in case the plot is allotted to them, to form a 'Special Purpose Company', that will subsequently be carrying out all the responsibilities of the allottee.
 - (d) The MOU shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt for project and its

Handwritten signature/initials

implementation. The MOU should state that all members shall be jointly and severely responsible for the successful implementation of the project.

- (e) The execution of the lease deed will be made in favour of members of the SPC, which should be a registered firm or an incorporated company. The member of the consortium shall have to retain their respective shares as per MOU till the completion of the project. However, in exceptional circumstances, the change in consortium shareholding structure may be permitted by Greater Noida Industrial Development Authority, but the status of the "lead member" shall remain unchanged in all circumstances till the completion of project.

A-3. PROCEDURE FOR ALLOTMENT

Applications duly filled up and enclosed with all requisite documents will be screened by a committee designated/ constituted for this purpose. Projects which are prima facie cleared by this committee will be called for one-to-one interactions/interview (above 4000 sq. mtr. only) with the promoter before the designated committee as mentioned in clause A-1(2) and evaluated as per the Objective Criteria (Annexure A). Successful applicants will be issued allotment letter after the approval of the Chief Executive Officer (CEO) of the Authority.

Unsuccessful applicants will be informed along with a refund of the registration amount deposited.

After approval of the CEO, allotment letters will be issued within a week of such approval, by the General Manager/Manager (Industries) with the condition that the allottee will submit an under-taking at the time of execution of Lease Deed on Non judicial stamp paper of Rs.10/- as under-

- a) Unit product does not come under pollution category.
- b) NOC from U.P. Pollution Control Board / Certificate from concerned department of U.P. Govt. will be submitted before obtaining the functional certificate from GNIDA.
- c) In case of violation of above directions, GNIDA will be free to take any decision.

A-4. MODE OF PAYMENT AND PAYMENT PLAN

1. The Allottee will have to pay 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 has to pay additional 20% of the total premium within 60 days of issue of allotment letter as Allotment Money. The allotment would stand cancelled in case of non-payment of the allotment money within the stipulated time. No time extension is permitted to deposit the allotment money. However, under special circumstances, the Chief Executive Officer, or the officer authorized by him, if deems fit, can grant an extra period for payment of allotment money. In such cases, the allottee will have to pay interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 8.5% p.a. as of 1st of July 2020 = 11.5% p.a.) compounded every half yearly for the entire extension/default period.
2. The Allottee shall have the following payment options –
 - a. **Option 1:** Applicant/Allottee has option to make full and final payment of the total premium of the plot within 60 days from the issue of Allotment letter. In such case, 5% rebate will be given on the total premium of the plot. The 60 days will include the date of issue of Allotment letter.
 - b. **Option 2:** Applicant/Allottee has option to pay 50% of the total premium of the plot (including 10% earnest money) within 60 days from the issue of Allotment letter and has to pay balance amount 50% of the total premium of the plot in 2 years in 4 half-yearly instalments. The rate of interest on instalments shall be as per the prevailing interest rates of GNIDA from time to time (8.5% p.a. as of 1st of July 2020). This rate will change as per

2020

interest rate revision by GNIDA. In such case a 2% rebate will be given on the total premium of the plot adjusted in the last payable instalment.

- c. **Option 3:** Applicant/Allottee has option to pay 30% of the total premium of the plot (including 10% earnest money) within 60 days from the issue of Allotment letter and has to pay balance amount 70% of the total premium of the plot in 7 years in 14 half-yearly instalments. The rate of interest on instalments shall be as per the prevailing interest rates of GNIDA from time to time (8.5% p.a. as of 1st of July 2020). This rate will change as per interest rate revision by GNIDA.
3. All payments should be remitted by due date. In case the due date is a bank holiday then the allottee should ensure remittance on the next working day.
4. In case of default in payment, a penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 8.5% p.a. as of 1st of July 2020 = 11.5% p.a.) compounded every half yearly for the entire default period. This rate will change as per interest rate revision by GNIDA.
5. In case of default in three consecutive installments, allotment/lease shall be cancelled by the Authority. However, in exceptional circumstances an extension of time for payment of installment may be granted by the CEO for which Allottee/Lessee shall have to pay the penal interest as mentioned in Clause A.4.4
6. The payment made by the allottee will first be adjusted towards the interest due if any, and thereafter the balance will be adjusted towards the lease rent payable and the premium due.
7. Lease rent shall be paid in accordance with clause A-5 of this brochure.
8. In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 60 days from the date of communication of allotment of the said additional land.

NOTE:

- i. For the purpose of this document the date of issue of allotment letter shall be reckoned as date of allotment.
- ii. The date of execution of lease deed shall be reckoned as the date of taking over of possession.

A-5. LEASE RENT

In addition to the premium of plot, the lessee shall have to pay yearly Lease Rent in the manner given below.

1. 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.
2. After ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased by @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future.
3. 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.
4. In case of 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% + 8.5% p.a. as of 1st of July 2020 = 11.5% p.a.) compounded every half yearly for the entire default period, on the defaulted amount. This rate will change as per interest rate revision by GNIDA.
5. 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.

AM

NOTE: - If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he can subsequently exercise his option to pay one time lease rent indicated above.

A-6. LEASE DEED EXECUTION AND POSSESSION

1. The allottee would be required to execute the lease deed and get the same registered within 60 days from the date of issuance of the check list. In case the allottee fails to get the lease deed registered within 60 days from the date of issuance of the check list, in exceptional circumstances, time extension may be granted on payment of penalty @ 2.5% of the premium of the plot plus Rs. 100/-per square meter per year computed on day-to-day basis.
2. Allottee is required to take physical possession of the industrial property(ies) within 15 days from the date of execution of legal documents. If the allottee fails to take the possession within stipulated time, the possession of the industrial property(ies) will be given subsequently but would be deemed to be in possession of the lessee with effect from the
3. due date of possession i.e. 15 days from the date of Registration of Lease Deed, or date of deposit of penalty whichever is later.
4. In case the allottee fails to take physical possession of the property after execution of the lease deed, he will pay penalty @Rs. 50/- per day for the delayed period.
5. The Maximum period for the execution of lease deed with penalty will be 5 years from the date of issuance of checklist. After 5 years the plot will be automatically cancelled.

A-7. 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.

A-8. STAMP DUTY AND REGISTRATION CHARGES

The stamp duty, registration charges and all legal expenses involved in the execution and registration of lease deed as stated above and all other incidental expenses shall be borne by the allottee. The rate of stamp duty is applicable as per the notification issued by the State Government from time to time. The allottee/transferee shall also pay the duty on transfer of immovable property levied by the authority from time to time.

A-9. LOCATION CHARGES

The location charges shall be payable by the allottee/lessee @5% of the total premium before execution of the lease deed in lump sum, in case the allotted plot is located on 45 mtr. or above size roads, provided that the allotment is of size 15 acres and above.

A-10. CONSTRUCTION

The lessee/allottee shall construct the boundary wall as well as the building of the industrial unit only after getting proper sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant Building Regulations as well as any specific directions that may be issued by the lessor.

A.11. FUNCTIONAL/COMPLETION

It will be essential for the allottee to complete the construction and make the unit functional/completion within the prescribed period from the date of execution of lease deed as mentioned below:

Sr. No.	Area of plot in sqm	Time for completion/ Functional
---------	---------------------	---------------------------------

1	250 to 2000	24 months
2	2000 to 10000	36 months
3	Above 10000	48 months

If the unit has not become functional/completion within the time as mentioned above, then the unit must submit a written request for extension of the period. The time extension will be allowed on payment of charges as mentioned below:

S. No.	Time Extension	Rs. Per sq. mtr.
1	For 1st Year	100/-
2	For 2nd Year	150/-
3	For 3rd Year	200/-

Note: Maximum extension for completion 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.



Verification

I/We ----- have gone through the above terms and conditions and also the terms and conditions enumerated under heading "General terms and conditions" for allotment of Industrial plot and agrees to abide and hereby duly signed as a token of acceptance of the terms and conditions of the Industrial Plot Scheme.

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.

Signature of Authorised Signatory

Stamp of applicant with name and

Status/ designation

Signature attested by Bank Manager



Annexure-1

FINANCIAL STATEMENT OF TURNOVER

S.No.	Description	2017-2018 (as per audited balance sheet) / ITR of Applicant	2018-2019 (as per audited balance sheet) / ITR of Applicant	2019-2020 (as per unaudited balance sheet)/ ITR of Applicant
1.	Turnover of a. Sole applicant b. Its holding company c. Its subsidiary companies			
	Total (a+b+c)			
2	Turnover of a. leader of joint venture/consortium b. Relevant members of the joint venture/ consortium c. Holding companies of leader/ Relevant members d. Subsidiaries of Leader/Relevant member			
	Total (a+b+c)			

Signature of Authorised signatory Stamp of

applicant with name And Status/designation

Signature duly attested by Bank Manager

Certificate of Statutory Auditors/Chartered Accountant

Based on the Audited balance sheet 201546 and 2017-18 and 2018-19 & other relevant documents, we, M/sthe Statutory Auditors and/or Chartered Accountants for 1VI/s (Individual, firm either Proprietor or Partnership Firm, Company either Private or Public Limited) having turnover Rupees certify that the above information are correct.

Signature & Seal of Statutory

Auditors/Chartered Accountant

Membership No.....



Annexure-2

FINANCIAL STATEMENT OF NETWORTH

S.No.	Description	Amount in crore rupees	Remarks
1.	Net worth as on 31-03-2020 a. Sole applicant b. Its holding company c. Its subsidiary companies		
	Total (a+b+c)		
2	Net worth as on 31-03-2020 a. leader of joint venture/consortium b. Relevant members of the joint venture/consortium c. Holding companies of leader/ Relevant members d. Subsidiaries of Leader/Relevant member		
	Total (a+b+c+d)		

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

Certificate of Statutory Auditors/Chartered Accountant

Based on the Audited balance sheet and other relevant documents, we, M/s the Statutory Auditors and/or Chartered Accountants for M/s (Individual, firm either Proprietor or Partnership Firm, Company either Private or Public Limited) having turnover Rupees certify that the above information are correct.

Signature & Seal of Statutory Auditors/Chartered Accountant

Membership No.....

Annexure-3

LIQUIDITY CERTIFICATE

This is certify that..... maintaining

Current Account/ Saving Bank Account/FDR/ other Deposit Account Nos.

.....with us, having liquidity

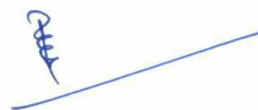
of Rs..... as on.....

Name of Officer with designation

(with rubber stamp)

Note: 1. Separate certificate for each company/ firm individual to be submitted.

2. Liquidity certificate should not be more than six months old from the date of submission of application.



Annexure A-3

(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by notary public, by the sole Applicant or by Each Member/Partner/Shareholder

AFFIDAVIT

I..... S/O.....aged about..... years

.....proprietor/owner/director/partner/authorized signatory of
.....

..... r/o.....

.....do hereby solemnly affirm and state as under:-

That I am the .proprietor/owner/director/partner/authorized signatory of....., and competent to swear and submit the following :-

- 1. That the unit product does not fall under polluting categories.
- 2. That the Company/Firm will get NOC from U.P . Pollution Control Board and SSI Certificate from concerned Department of U.P. Govt.
- 3. That the deponent is aware of the fact and law of the Authority that it is mandatory to submit the above documents to the Authority before the execution of the Lease Deed and if the Deponent fails to submit the above documents, he will be bound to follow the instructions/punishment as imposed by the Authority.
- 4. That the Deponent is also known about the fact that non-submission of the above documents may also lead to cancellation of his candidature/allotment of the land for which he has applied.
- 5. That the Deponent assures and declare that in case of violation of above directions, GNIDA will be free to take any decision as it deem fit and appropriate

Deponent

I....., the deponent swear and declare that para 1 to 5 of the above affidavit are true and correct to my best of knowledge and no part of it is false or concealed.

Deponent

Date.....

Place:.....



Annexure-4

FORMAT FOR AFFIDAVIT

(To be furnished on 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 Industrial Plot in Greater Noida Industrial Development Area.

- 1 I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexures & Formats, are true and correct and nothing has been concealed.

2. The undersigned also hereby certifies that neither our Company M/s.....nor any of its Director/Constituent partners have been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the bidding /submitting Application for any project.

3. The undersigned hereby authorize(s) and request(s) any Bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by GNIDA to verify this statement or regarding my (our) competence and general reputation.

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

Signature duly attested by Bank Manager



Annexure-5

FORMAT OF MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE/CONSORTIUM

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

The Memorandum of Understanding (MOU) entered into this----- day of
-----at-----

Among (hereinafter referred as
.....)and having office at
.....(India party of first part.
And..... hereinafter referred
as.....(and having office at
.....)india party of second part.
And..... (hereinafter referred
as.....)and having office at
.....(india party of third part.
And..... hereinafter referred
as.....(and having office at
.....)india party of fourth part.

The parties are individually referred to as party and collectively as parties
WHEREAS the Greater Noida Industrial Development Authority has invited application from
interested parties for Institutional plot(s)

AND WHEREAS the Parties have had discussions for formation of a joint Venture/
Consortium for applying for the said industrial plot and have reached an
understanding on the following points with respect to the party's right and
obligations toward each other and their working relationship.

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

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

ans

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

..... (party of the First part) (party of the Second part) (party of the Third part) (party of the Fourth part)
---------------------------------------	--	---------------------------------------	--

Witness

1. 2.

3..... 4.....



GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOT

SCHEME CODE: ONLIND2020-01

B-1 AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation. If such variation is within 10% limits, allottee shall have the option of surrendering the allotment and take back entire money deposited by him/her without any interest. The possession of the area of the plot will be given on as is where is basis.

B-2 UNSUCCESSFUL APPLICANTS

The Registration money of the unsuccessful applicants will be returned within 90 days without interest after rejection of application. If, for some reason, the Authority fails to refund the deposited amount within 90 days from the date of rejection, the money shall be paid to the applicant with 4% simple interest for the delayed period after 90 days.

B-3 SURRENDER

1. The allottee can surrender the industrial premises in favour of GNIDA-within 6 months from the date of allotment.
2. The request for surrender should contain signature of bonafide allottee/lessee. In case of incorporated company the request should be supported by the certified copy of the Resolution of Board of Directors.
3. The allottee has to execute surrender deed, if lease deed/transfer deed has been executed and all the original legal documents are to be surrendered unconditionally in Industries Department of the Authority.
4. (a) The entire deposit(s) made to the GNIDA, after deducting Rs. 20,000/-, would be refunded by GNIDA, without any interest, in case the allottee surrender the plot within 6 months from the date of allotment however allottee surrender the plot after 6 months the 20 % of total Premium and processing fee would be deducted from the deposit against the premium.

(b) In cases, where legal documents have been executed and/or possession of the Industrial premises has been taken over, then all the deposits made under revenue heads (excluding interest against the premium) would be forfeited along with the due lease rent till the date of dispossession of the Industrial premises and 20% of Premium and processing fee would be deducted from the deposit against the premium.

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

B-4 CHANGE IN CONSTITUTION (CIC)/SHAREHOLDING (CIS)

1. Change in Constitution may be allowed by the GNIDA only as per the prevailing policy of the Authority at the time of submission of CIC/CIS request letter by the Allottee and after payment of prescribed fees/charges.
2. In case of change in constitution of the Allottee or the consortium or any of the consortium member, the Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Allottee fails to submit the application within 30 days, penalties may be imposed as per the prevailing policy.

B-5 CHANGE/ADDITION OF PRODUCT -



1. On submission of the application along with the project report, new product change/addition of product can be allowed.
2. Change of products will be allowed only for the products not classified in the negative list of the Authority.
3. Permission for the change of products will be granted by the Competent Authority.

B-6 DECLARING UNIT FUNCTIONAL

Industrial units will be declared functional after submitting the documents listed below the Authority for Declaring a unit functional vested with the ACEO.

3. Attested copies of PMT/SSI registration/Central Excise Department Certificate (with date of commencement of production)/ Trade Tax Exemption Order/Trade Tax Assessment Order.
4. Affidavit showing that below mentioned percentage of the maximum permissible covered area has been constructed with copy of the application submitted for issuing completion certificate/ building completion certificate has been obtained and the unit is functional at site. In case affidavit is found wrong or factually incorrect then GNIDA may take administrative action for cancellation of the plot or any other action as deemed fit. The minimum area required for obtaining completion certificate will also be as below and will not be required to verify from the project report.
5. Lease deed/transfer sale deed, whichever is applicable, has been executed.
6. No dues certificate from the Authority.
7. Besides the above, additional documents will also be presented: ESI registration certificate, PF registration, registration under the Factories Act/electricity consumer bill/telephone bills (to prove the unit is functional).
8. The date of commencement of production indicated in PMT/ SSI Registration Certificate/EM Part-IV Central Excise Deptt. Certificate/Trade Tax Assessment Order would be deemed as date of production and extension charges, if applicable, would be payable only till this date irrespective of the date of submission of the documents and/or declaration of unit as functional by GNIDA.
9. In the absence of the above documents, in special cases, a committee comprising the General Manager (Industries), General Manager (Planning) and General Manager (Projects) will inspect the unit to decide the date of commencement of the functioning of the unit.

B-7 MAINTENANCE

The allottee at his own expense will take Permission for sewerage, electricity and water connections from the concerned Departments of the Authority or from the competent authority in this regard.

1. That the lessee will keep the demised premises and buildings—
 - I. At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.
 - II. And the available facilities as well as the surroundings be neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
2. That the lessee shall abide by all Regulations, Building Bye laws and Directions of the Authority framed/issued under section 8,9 and 10 or under any other provisions of the U.P. Industrial Development Act 1976 and rules made therein.
3. In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and/or expedient.
3. If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses incurred in carrying out such works will be borne by the allottee.
4. That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.



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

B-8 MORTGAGE

The allottee/lessee may, with the prior written consent of the lessor, mortgage the land/building to any Scheduled Bank/Government/R.B.I. recognised institutions, for raising loan for the purpose of funding the industrial unit, after execution of lease deed, and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission by OSD/DCEO/ACEO.

1. Provided that in the event of sale or foreclosure of the mortgaged or charged property by the mortgage, the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said land as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.
2. Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid. The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency court. Mortgage Permission would be issued when all dues against premium and lease rent have been paid by the allottee.

B-9. TRANSFER OF PLOT

1. The allottee/lessee shall not be entitled to transfer the plot without prior written permission of the lessor. The permission may be given in terms of the existing rules and laws at the time of submission of the application for transfer.
2. Allottee can transfer the allotted plot for industrial activities/production of the product permitted to set up in Greater Noida Industrial Development. Area only, and not for any other product/purposes only after declaration of unit functional by the Authority.
3. If the allottee wants to transfer the plot for purposes other than the industrial purposes as mentioned hereunder in clause B-11 payment of one-and-a-half times (150%) of the prevailing industrial rate in that area shall be chargeable.
4. For transfer of industrial plot, transfer charges @ 10% of the prevailing rate of allotment in the area, is chargeable for granting permission of transfer.
5. (5) Transfer of partial area of plot shall not be considered.
6. The decision of the lessor with respect to the transfer permission shall be final and binding on the applicant/allottee.

B-10. PROVISION FOR RENTING UNITS

No renting permission shall be given by the Greater Noida Authority in the allotted premises before the unit is formally declared functional by the Greater Noida Authority. Greater Noida Authority may consider such application as prevailing policy of the Greater Noida Authority on the date of receipt of such application.

B-11. INDUSTRIAL FACILITIES

The undernoted industrial facilities will be allowed in the industrial sectors and will be allotted at one-and-a-half times (150%) the prevailing industrial rate of that area:-

- Warehousing
- Research and development centre
- Tool Room
- Test Lab
- Maintenance and Packing Machineries



- Weigh Bridge
- Cable TV network.

B-12 MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee/lessee shall not, use the land for any purpose other than that for which it has been allotted/leased. The lessee/allottee shall not be entitled to divide the plot or amalgamate it with any other plot without the prior written permission of Chief Executive Officer or any officer of Authority, authorized by CEO. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed.

B-13 LIABILITY TO PAY TAXES

The allottee/lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by any authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

B-14 OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing golds, earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the C.E.O. on the amount of such compensation will be final and binding on the applicant.

B-15 CANCELLATION

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

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

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

B-16 RESTORATION

The Authority can exercise cancellation of industrial plot for breach of terms and conditions of allotment/lease deed. However, the Chief Executive Officer or any other officer authorised by him can restore the plot. The restoration will be subject to the following conditions:

The decision about the restoration of the plot will be taken by the Chief Executive Officer or any officer authorized by him within one year after the date of cancellation subject to non allotment/allocation of the said Plot/premises to any third party. After One year all the restoration matters will be put up before the Board of the Authority.



6. The allottee has to apply for restoration of plot within 6 months from the date of cancellation.
7. The cancelled plot should still be vacant when the allottee is applying for Restoration.
8. The allottee will have to make up to date payments, dues, penalties and interest etc. as applicable.
9. The allottee will have to pay the time extension charges as per the terms & interest etc. as applicable.
10. The restoration charges will have to be paid @ 10% of the total premium of the plot at current rate calculated at the time of restoration.
11. The allottee will have to submit the affidavit for the implementation of the project. The implementation period will be one year for plots up to 4000 sqm. and two years for plots above 4000 sqm.
12. The allottee will have to submit Bank Guarantee in the form of Performance Guarantee of an amount equivalent to 10% of the total premium of the plot at current rate which will be for a duration of additional three months to Project Implementation Schedule. If the allottee does not follow the Project Implementation Schedule, in that case the Bank Guarantee will be forfeited in favour of the Authority and the plot will be cancelled.
13. The transfer of the unit will not be allowed before making it functional and the Change in Constitution will be allowed only in blood relations.
14. h) If the allottee has filed a case in the court of law against cancellation, then he will Have to withdraw the case and will have to compensate the expenses to the Authority in regard to pursue the case.
15. If cancellation has been done because of the commercial activities then the restoration can be considered only after the site report for closure of the commercial activities and affidavit for not performing any commercial activity in future.

B-17 AMALGAMATION

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

B-18 OTHER CLAUSES

1. The lessor reserves the right to make such decision/alterations/ modification in the terms and conditions of registration/ allotment/ lease from time to time, as lessor may consider just or expedient.
2. In case of any clarification or interpretation regarding these terms and conditions the decision of the lessor shall be final and binding on the applicant allottee/lessee.
3. If due to any "force-majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of allotted plot, entire registration money or the deposits, depending on stage of allotment will be refunded without interest.
4. The registration/allotment/lease will be governed by the provision of the U.P. Industrial Area Development Act 1976 (UP Act No. 6 of 1976) and rules and/ or regulations made or directions issued, under this Act.
5. The Authority will monitor the implementation of the project. Those applicants who doesn't submit a written commitment to implement the Project within the time Limits, permission to proceed for construction will not be allowed.
6. All arrears due to the lessor are recoverable as arrears of land revenue.
7. Any dispute between the Authority/Lessor and Allottee/Lessee /Sub-lessee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court at Allahabad.

B-19 AVAILABILITY OF PLOTS FOR ALLOTMENT


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.

B-20 Role of GNIDA as per IBC 2016

- 1. Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, GNIDA will be treated a Secure Financial Creditor and the lease deed executed shall be a Capital financial Lease Deed.
- 2. Under the circumstances, where the Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, GNIDA will be treated as Secure Financial Creditor and the dues (including penalties) of the Allottee shall be recovered through this procedure, treating GNIDA as a Secure Financial Creditor.

Signature & Seal of Statutory Auditors/Chartered Accountant

Membership No.....



Annexure A – Objective Criteria

Sr. No.	Criteria	Sub-criteria	Points
1	Industrial Project Implementation	within 2 years of allotment	Max 20
		within 3 years of allotment	15
		within 4 years of allotment	10
		After 4 years of allotment	0
2	Financial Strength	Self-funded (100%)	Max 20
		Self-funded & Bank Loan (50:50%)	15
		Self-funded & Bank Loan (40:60%)	10
		Self-funded & Bank Loan (30:70%)	0
3	Employment Generation	Every 5 employee, including 1 local employee	Max 10
4	Technical Experience	More than 10 years of experience in running industrial projects	Max 10
		More than 5 years and upto 10 years of experience in running industrial projects	8
		upto 5 years of experience in running industrial projects	6
5		Women Entrepreneur/ Scheduled Caste/ Tribal Committee/ Disabled (Atleast 20% shareholding in Applicant Company/ Shareholding firm)	Max 5
6	Last 3 years audited balance sheet	Upward Benefit (Turnover)	Max 10
		Downward Benefit (Turnover)	8
		Break-Even Point	6
7	Expansion	Growth of 25% of existing capacity	Max 5
8		Start-up	Max 5
9	Project Presentation	Project presentation in front of allotment committee	Max 15

Note:

- Minimum 60 Marks are required for Qualification.