

## THE POLICY & PROCEDURE FOR INDUSTRIAL PROPERTY MANAGEMENT- 2013

(UPDATED UPTO 11<sup>th</sup>.JANUARY 2013)

A	<b>TRANSFER OF INDUSTRIAL PROPERTY(S)</b>
A-1	When an allottee/lessee i.e. Individual Person (Proprietorship Firm) / Partnership firm/Pvt. Ltd. Co./Ltd. Co. wants to sell/transfer a unit located on a plot allotted by the GNIDA to any another Individual Person (Proprietorship Firm) / Partnership firm/Pvt. Ltd. Co./Ltd. Co., it may be permitted as below:-
A-2	<b>Transfer in cases of allotments shall be permitted only after the unit has been declared functional.<sup>1</sup></b>
A-3	The cases where cancellation has been effected are not eligible for transfer.
A-4	Only bonafide lessee(s)/transferee(s) may be permitted to transfer an industrial unit/plot allotted to him, abinitio and/or under expansion category.
A-5	More than one Industrial Property(ies) allotted as one allotment can also be transferred individually to different transferee (s).
A-6	<b>Application for transfer shall be received on the prescribed Transfer Application Form available from the industrial department of GNIDA against payment of Rs. 500/-<sup>2</sup></b>
A-7	The Transfer Application Form should be duly filled in alongwith the NOC's from various departments i.e. Project Division, No Dues from Industrial Department, NPCL/last paid electricity bill and General Manager, DIC, Gautam Budh Nagar. (In case all original as well as subsequent legal documents are submitted, then NOC from UP Financial Corporation/Bank/Financial Institution is not required.)
A-8	<b>Transfer application form should be accompanied with a bank draft of Rs.5,000/- towards transfer processing fee in favour of the GNIDA, payable at New Delhi / Delhi /Noida/Greater Noida.<sup>3</sup></b>
A-9	Photograph, signature of transferor(s) / Transferee(s) must be attested by the Bank Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorising the signatory for moving the transfer application should also be submitted with application.
A-10	Both transferor and transferee must be competent to contract on the date of transfer application.
A-11	Only Projects free from pollution & environmental hazards shall be considered. The project shall not be on the banned list of Directorate of Industries, UP or Development Commissioner, Small Scale Industries and the GNIDA. A list of projects permitted in the GNIDA are given in Annexure 'A' & those projects not permitted in Annexure 'B' and the projects permissible only on restricted basis in Annexure 'C'.
A-12	Transfer charges are 10% of the current allotment premium of the plot in case the unit is functional. Functional unit means the unit already declared functional by GNIDA through a written communication.
A-13	Transferor and transferee should severally and/or jointly satisfy themselves about the over dues/dues position from the Industrial Department of the Authority.
A-14	Once transfer is approved and Transfer Memorandum is issued and transfer deed is executed all the assets and or liabilities against the industrial unit would pass on to the transferee.
A-15	Lease rent will be charged @2.5% of the prevailing allotment premium with location charges, on the date of issue of transfer memorandum subject to enhancement as envisaged in Lease Deed/Transfer Deed /Transfer Memorandum.
A-16	In case of transfer of rights, even partial, of a minor, orders of the District Judge are required regarding

<sup>1</sup> In Greater Noida only functional units are allowed to transfer.

<sup>2</sup> Earlier this fee was Rs. 100/- and has been made equivalent to Noida.

<sup>3</sup> Earlier this was Rs. 1000/- and has been made equivalent to Noida

	<p>the protection of interest of the Minor.</p> <p>A-17 Transfer of industrial properties by allottee/transferee directly or through registered GPA, to parents, grand father, grand mother, grand children , children, wife, &amp; vice-versa would be allowed without charges, subject to payment of transfer processing fee of Rs. 5000/-.<sup>4</sup></p> <p>A-18 Transfer charges once deposited will not be refunded/adjusted even in case transfer does not materialise due to dispute between the parties or withdrawal of the transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transferor and the transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.</p> <p>A-19 The transfer of industrial property is an act between the Transferor(s) and Transferee(s) and as such any liens, claims, damages, compensation, adverse court orders etc. arising thereof subsequently would be the sole liability of transferee(s) and GNIDA would remain indemnified against the same.</p> <p>A-20 The lessee/transferee shall execute a Transfer deed, after paying the necessary transfer charges, within 90 days from the date of issue of the Transfer Memorandum by the GNIDA and a certified copy of the same shall be submitted to the GNIDA after the registration of the same with the sub Registrar, GNIDA. The Transfer Memorandum shall be the part of the transfer deed executed between the Transferor and the Transferee. In case of default, penalty shall be levied @ Rs. 50 per day on plots measuring upto 200 sq.mtrs., @ 100 per day on plots measuring upto 800 sq.mtrs. and @ Rs. 200 per day on plots area above 800 sq.mtrs.<sup>5</sup></p> <p>A-21 In cases of transfer/sale by financial institution under Section-29 of State Financial Corporation Act, the application has to be moved by the financial institution alongwith all NOC's required in the transfer application form. In such cases transfer charges are payable @ 50% of the normal transfer charges.<sup>6</sup></p> <p>A-22 In case of mutual transfer between transferor and transferee, the transferee would make the unit functional within one year from the date of issue of Transfer Memorandum. However, the facility of extension for making the unit functional would be available to the transferee on payment of prescribed extension charges after expiry of one year.<sup>7</sup></p> <p>A-23 Transfer through a registered General Power of Attorney (GPA)</p> <p>Transfer within the blood relations of the registered General Power of Attorney (GPA) holder would be allowed on payment of 1.5 times of the normal transfer charges. Other than blood relatives of the registered GPA holder, the transfer charges shall be 2 times of the normal transfer charges. In case General Power of Attorney is registered without Agreement to Sell, then a Public Notice in two National Dailies (One in Hindi and one in English) shall be issued, inviting objections, if any, from any person claiming any interest in the property proposed to be transferred and the Transfer Memorandum shall be issued by the GNIDA only after satisfying it self that no claim against the concerned property exists except that of the respective Registered GPA holder/Transferee.<sup>8</sup></p> <p>A-24 Those industrial units who are in production and after 5 years they want to transfer their additional land to any other industrial unit or institution for industrial purposes in which they have minimum 51% share-holding, will be exempted from land transfer charges, sub-division charges and levy charges etc so that availability of the land is ensured.</p>
B	<b>CHANGE IN SHAREHOLDING<sup>9</sup></b>
	<p>B-1 Change in shareholding means change of shares ( upto 100% ) from any existing shareholder(s) to any other shareholder(s)/ person(s), within the same Firm/Company.</p> <p>B-2 The cases where cancellation has not been affected are eligible for change of shareholding. The application for change of shareholding should come from lessee/transferee alongwith following documents:-</p> <p>a Processing fee of Rs.5 000/- in the shape of a Bank Draft payable at Noida/Greater Noida/Delhi/New Delhi.</p> <p>b List of Directors/Shareholders alongwith shareholding duly certified by the Chartered Accountant (in case of Pvt.Ltd./Ltd. company).</p>

<sup>4</sup> Earlier no transfer was allowed through GPA and this has been adapted from Noida.

<sup>5</sup> This has been adapted from Noida

<sup>6</sup> This has been adapted from Noida

<sup>7</sup> This has been adapted from Noida

<sup>8</sup> This has been adapted from Noida

<sup>9</sup> This whole clause has been adapted from Noida

Registrar of Firms along with certified copy of the new partnership deed (in case of a Partnership Firm).  
d Notarized affidavit stating the relationship of the incoming partners/shareholders with the allottee(s)/transferee(s). ( Only in case exemption from payment of CIS charges is sought).

B-3 Charges for Change In Shareholding (CIS charges) will be 10% on 100% change in shareholding and for less than 100% change, CIS charges would be proportionate to the change of shares / holding on a pro-rata basis.

B-4 In non-functional cases change of shareholding will be permitted only upto 49 percent. In functional cases there will be no limit for change of shareholding.

B-5 The lessee / transferee will be required to execute change of shareholding deed with the Sub-registrar for the percentage of change in shareholding.

B-6 Change of partners of a firm along with shareholding on registered GPA basis (only in cases where the unit has been declared functional by the GNIDA through a written communication):

Change in partners of a firm, alongwith changes (upto 100%) in their respective shareholdings, may be allowed on the application of the lessee/transferee, once the unit has been declared functional by the GNIDA through a written communication and on the basis of the copies of the documents issued by the Registrar of Firms of the respective State and duly certified by the Chartered Accountant, including the cases where the changes in shareholdings were carried out with the office of the Registrar of Firms and/or the registration of the GPA and execution of the Agreement to Sell were carried out before the unit was declared functional by the GNIDA through a written communication. No CIS charges would be leviable in case the change in shareholding is limited to only blood relations. In case where the change in shareholding is not between the blood relations, but the registered GPA holder and proposed transferee are blood relations, the CIS charges will be 1.5 times of the normal CIS charges. In case where the registered GPA holder and the proposed transferee are not blood relations the CIS charges would be 2 times of the normal CIS charges. Thereafter the CIS charges will be increased @ 50% of the normal CIS charges for every subsequent Agreement to Sell / registered GPA. In case General Power of Attorney is registered without Agreement to Sell, then a Public Notice in two National Dailies (One in Hindi and one in English) shall be issued, inviting objections, if any, from any person claiming any interest in the property / shareholding proposed to be transferred / changed and the Transfer Memorandum / permission shall be issued by the GNIDA only after satisfying itself that no claim against the concerned property / shareholding exists except that of the respective Registered GPA holder/Transferee. The lessee / transferee shall execute the necessary legal document / change in shareholding deed and register the same with the Sub-Registrar, GNIDA, within 90 days from the date of issue of necessary permission.

B-7 Change of shareholders of a Company on the basis of the documents of the office of the Registrar of Companies (only in cases where the unit has been declared functional by the GNIDA through a written communication):

Change in shareholders of a Company, alongwith changes (upto 100%) in their respective shareholdings, may be allowed on the application of the lessee/transferee, once the unit has been declared functional by the GNIDA through a written communication and on the basis of the copies of the documents issued by the Registrar of Companies of the respective State and duly certified by the Chartered Accountant, including the cases where the changes in the shareholdings were carried out in the office of the Registrar of Companies before the unit was declared functional by the GNIDA through a written communication. No CIS charges would be leviable in case the change in shareholding is limited to only blood relations. In case where the change in shareholding is not between the blood relations, but the change in shareholdings has been carried out in the office of the registrar of the companies before the unit was declared functional by the GNIDA through a written communication, the CIS charges will be 1.5 times of the normal CIS charges. Thereafter the CIS charges will be increased @ 50% of the normal CIS charges for every subsequent change in shareholding in the office of the registrar of the companies. The lessee / transferee shall execute the necessary legal document / change in shareholding deed and register the same with the Sub-Registrar, GNIDA, within 90 days from the date of issue of necessary permission.

#### **B-8 For changes within a Partnership Firm**

The following documents shall be required to be submitted to the GNIDA for seeking permission for any changes in the partners / shareholdings within a Partnership Firm:

i) Dissolution deed, New Partnership deed, Retirement-cum-Partnership deed of the Partnership Firm

	<p>issued by the Registrar of Firms of the respective State.</p> <p>ii) Form 'C' &amp; Form 'A' issued by the Registrar of Firm or any other document to this effect issued by the Registrar of Firms of the respective State.</p> <p>iii) Notarised affidavit stating the relationship of the incoming partners with the allottee(s) / transferee(s). (only in case exemption from payment of CIC charges is sought.)</p> <p><b>B-9 For changes within a Private Ltd. Company/Public Ltd. Company</b></p> <p>The following documents shall be required to be submitted to the GNIDA for seeking permission for any changes in shareholder(s) / shareholdings of a Company:</p> <p>i. Certified list of the shareholder with their respective shareholding, duly certified by the Chartered Accountant.</p> <p>ii. List of Directors duly certified by the Chartered Accountant, alongwith Form 32 duly received by the Registrar Of Companies (R.O.C) of the respective State.</p> <p>iii. Board Resolution duly certified by the Chairman of the Board Meeting/Chartered Accountant/Company Secretary.</p> <p>iv. Notarised affidavit stating the relationship of the incoming shareholder(s) with the allottee(s)/Transferee(s). (only in case exemption from payment of CIS charges is sought.)</p> <p>B-10 Charges for change in shareholding will be in proportion of shares transferred. However, no charges will be leviable in case incoming partner, or shareholder(s) are father, mother, grand parents, sister, brother, son, daughter, husband/wife, grandson/grand daughter, daughter in law /son-in-law, husband of grand daughter, wife of grandson of the allottee(s)/transferee(s).</p> <p>B-11 No CIS charges will be applicable for transfer of shareholding (upto 100%) from husband to wife, parent to children, grand father, grand mother, grand children and/or vice versa. However, processing fee of Rs. 5,000/- will be payable alongwith the application for the same.</p> <p>B-12 The lease rent payable would not be revised as a consequence of Change In Constitution.</p> <p>B-13 No CIS charges will be leviable for change in shareholding upto 49%, in case the CIS is within a Public Ltd. Company listed in a stock exchange. In case change in shareholding is more than 49%, CIS charges would be levied in the manner as charged in other cases of change in shareholding(s) in a Private Ltd. Company / Partnership Firm.</p>
C	<b>CHANGE IN CONSTITUTION<sup>10</sup></b>
	<p>C-1 When an individual person (Proprietorship Firm)/ Partnership Firm/Private Ltd. Co./Public Ltd. Co., having a plot/unit located on a plot allotted by the GNIDA, wants to change its constitution in any of the following manner:-</p> <p>i) Individual Person (Proprietorship Firm) to Partnership Firm</p> <p>ii) Partnership Firm to Individual Person (Proprietorship Firm)</p> <p>iii) Individual Person (Proprietorship Firm)/Partnership Firm to Private Ltd. Co./Public Ltd. Co.</p> <p>iv) Private Ltd. Co./ Public Ltd. Co. to Partnership Firm/Individual Person (Proprietorship Firm).</p> <p>v) Private Ltd. Co. to Public Ltd. Co. or vice- versa</p> <p>The allottee(s)/ lessee(s)/ transferee (s) shall move an application for Change In Constitution, accompanied by the following documents duly attested By the Chartered Accountant of the respective Individual Person (Proprietorship Firm)/ Partnership Firm/Pvt. Ltd. Company/Public Ltd. Company and a Bank draft of Rs.5000/- in favour of the Greater Noida Industrial Development Authority payable at Noida/Greater Noida/Delhi/New Delhi.</p>

<sup>10</sup> This clause has been elaborated as Noida and is already in practice in Greater Noida

**C-2 For Change In Constitution from Individual Person (Proprietorship Firm) to partnership**

- i) Certified copy of the Partnership Deed.
- ii) Form B regarding registration of firm or any other document to this effect issued by the Registrar.
- iii) Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State.
- iv) Notarised affidavit stating the relationship of the incoming partners with the allottee/transferee. (In case exemption from payment of CIS charges is sought).

**C-3 For Change In Constitution from partnership to Individual Person (Proprietorship Firm)**

- i. Certified copy of the Dissolution Deed.
- ii. Notarised affidavit stating the relationship of the incoming partners with the allottee/transferee. (In case exemption from payment of CIS charges is sought).

**C-4 For Change In Constitution from Individual Person (Proprietorship Firm) /Partnership Firm to Private Ltd. Co./ Public Ltd. Co.**

- i) Certified copy of the Memorandum and the Article of Association.
- ii) Certified copy of Certificate of Incorporation issued by the Registrar of Companies of the respective State.
- iii) Certified list of Board of Directors and certified list of shareholders showing number of shares and their value alongwith their addresses.
- iv) Duly certified Resolution of Board of Directors regarding taking over the industrial property by the Company from the Individual Person (Proprietorship Firm)/the Partners. Also the resolution in favour of the person authorised by the Board of Directors of the Company to correspond with the GNIDA.
- v) Notarised affidavit duly sworn and attested regarding the relationship of the shareholders with the allottee(s). (In case exemption from payment of CIS charges is sought.)
- vi) In case of a Public Ltd. Co. certified copy of the Certificate of Commencement of Business issued by the Registrar of Companies of the respective State is also to be submitted.

**C-5 For Change In Constitution from Private Ltd. Co. / Public Ltd. Co. to Partnership Firm/ Individual Person (Proprietorship Firm)**

- i) Certified copy of the Partnership Deed.
- ii) Form B regarding registration of firm or any other document to this effect issued by the Registrar.
- iii) Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State.
- iv) Notarised affidavit stating the relationship of the incoming partners with the allottee/transferee. (In case exemption from payment of CIS charges is sought).
- v) Duly certified Resolution of Board of Directors regarding change from pvt.ltd. to partnership firm/Individual Person (Proprietorship Firm) handing over the industrial property by the Company to the Individual Person (Proprietorship Firm)/the Partners. Also the resolution in favour of the person authorised by the Board of Directors of the Company to handover the possession.

**C-6 For Change In Constitution from Private Ltd. Co. to Public Ltd. Co. or vice- versa**

- a Certified copies of the Memorandum and the Articles of Association of both the Companies

	<p>b Certified copies of Certificate of Incorporation of both the Companies issued by the Registrar of Companies of the respective State.</p> <p>c Certified lists of Board of Directors and certified list of shareholders of both the Companies showing number of shares and their value alongwith their addresses.</p> <p>d Duly certified Resolutions of the Board of Directors of both the Companies regarding handing over/ taking over the industrial property by the Company and regarding the person authorised by the respective Board of Directors of the Company to correspond with the GNIDA.</p> <p>e Notarised affidavit duly sworn and attested regarding the relationship of the shareholders with the allottee(s)/lessee(s)/transferee(s). (Only in case exemption from payment of CIS charges is sought.)</p> <p>f In case of a Public Ltd. Co. certified copy of the Certificate of Commencement of Business issued by the Registrar of Companies of the respective State is also to be submitted.</p> <p>g Any other documents required by the Registrar of Companies of the respective State.</p> <p><b>C-7</b> There will be no charges for Change In Constitution. However if in any firm/company change in shareholdings is outside the blood relations, CIS charges will be leviable in proportion to the shares being transferred. However, no CIS charges will be leviable in case the change in shareholdings is amongst father, mother, grand parents, sister, brother, son, daughter, husband/wife, grandson/grand daughter, wife of son/son-in-law, husband of grand daughter, wife of grandson of the allottee(s)/transferee(s). However, the allottee(s)/transferee(s) will maintain a minimum of 51% shareholding in the new company/firm till the unit is declared functional by the GNIDA through a written communication.</p> <p><b>C-8</b> The lease rent payable would not be revised as a consequence of Change In Constitution.</p> <p><b>C-9</b> After Change In Constitution, a Change In Constitution Deed would be executed between the former and later Firm/Company, to be followed by its registration with the Sub Registrar, GNIDA. In case the property is acquired by way of transfer, and/or Firm/Company is changed by way of Change In Constitution, they would be required to execute the Transfer Deed. In exceptional circumstances, the GNIDA may consider execution of fresh lease deed in favour of the new Firm/Company after execution and registration of the surrender deed by the old allottee(s)/ lessee(s)/transferee(s). All expenses on account of legal documentation would be borne by the allottee(s)/lessee(s)/ transferee(s).</p>
D	<b>CHANGE IN NAME<sup>11</sup></b>
	<p>D-1 If the name of a firm/company changes with the original firm/company not remaining in existence and partners/shareholder's of the firm/company remaining the same and shareholding of the respective partners/shareholders also remaining the same, no CIS charges will be leviable and only a declaratory agreement without registration would be executed and submitted to the GNIDA.</p> <p>D-2 If the name of a firm/company changes with original firm/company remaining in existence and partners/shareholder's of the firm/company also change, then CIS charges would be leviable and the allottee(s)/lessee(s)/transferee(s) would also have to execute the required legal documents with the Office of the Sub-Registrar, Greater Noida.</p>
E	<b>CHANGE OF DIRECTORS<sup>12</sup></b>
	<p>In case only the director(s) of a Private Ltd. co./Public Ltd. Co. Change, without any change in the shareholdings, the concerned company would be required to inform the GNIDA accordingly, alongwith the form 32 of the respective directors issued by the office of the Registrar of companies of the respective state and certified by the chartered accountant, which shall be kept on record by the GNIDA.</p>
F	<b>RENTING OF INDUSTRIAL PREMISES<sup>13</sup></b>

<sup>11</sup> This clause has been adapted from Noida

<sup>12</sup> This has been adapted from Noida

<sup>13</sup> This clause was approved by the Board of Greater Noida by circulation

- F-1 The industrial premises for which renting permission is required should not be a cancelled one and should have been declared functional through a written communication by the GNIDA. Application for simultaneously declaring the unit functional and grant of renting permission may, however, be entertained.
- F-2 Request for renting out part/full premises shall be entertained. For the purpose of part renting the applicant has to clearly demarcate the portion of the building to be given on rent. He has also to file an Affidavit specifying the position of capital subsidy or any other subsidy, having been received or not and the premises having been mortgaged or not.
- F-3 Renting permission is granted if:
- i) Upto date dues of GNIDA have been cleared.
  - ii) Lease deed/Transfer deed/Sale deed as applicable has been executed and registered and certified copy is duly deposited with the office.
  - iii) NOC's of the term lending Institution (s), in case the industrial premises is mortgaged/ offered as collateral security.
  - iv) Bonafide lessee while making the request for renting would append a copy of the Project Report of the proposed project of the tenant. Projects free from pollution & environmental hazards shall be considered. The only projects shall not be on the banned list of Directorate of Industries, UP or Development Commissioner, Small Scale Industries and GNIDA.
- F-4 In case of discontinuation of tenancy the same would be taken on record after the lessee surrenders the original renting permission letter.
- F-5 In case of re-renting, the renting charges would be deposited again as stated here below.
- F-6 The condition of functionality and renting charges may be waived off in case the renting permission is sought for a Group/Associate/Sister/subsidiary concern in which allottee/lessee or their shareholders have jointly and/or severally minimum 51% shares.
- F-7 GNIDA would not entertain any direct correspondence with the tenant at any stage However in case tenant wants to apply for electricity connection in his own name he will have to produce NOC in form of affidavit from the lessee/transferee.
- F-8 The renting charges will be calculated on the basis of following:
- (a) Rs. 100/- per Sqm. For the entire area of the plot for ten years for the first tenant.
  - (b) For 2<sup>nd</sup>, 3<sup>rd</sup>, and so on so forth for subsequent tenants renting charges will be calculated @ Rs. 20/- per Sqm. Of entire area for each tenant.
  - (c) The subsequent tenants will pay @ Rs. 20/- per for the residual period beginning from the start of first tenancy (for accounting purpose period will be counted form 1<sup>st</sup> April to 31<sup>st</sup> March of the year i.e. financial year).
- F-9 For all industrial allottees no. of tenants permitted would be one for every 500 Sqm. Plot area and charges for renting would be as per clause no.8 above.
- F-10 If any tenant leaves tenancy before 10 years then for balance remaining period, permission can be granted for new tenant on payment of 20% of prevailing rate of renting charges for the entire plot area and subject to fulfillment of other terms and conditions.
- F-11 Each tenant and allottee will ensure compliance of all statutory rules and regulations of the various Department's of both Central and State Government (e.g. Factory, Labour, Electricity, Fire, Building Construction, Directorate of Industries, Pollution Control Board, Employees State Insurance Corporation, Provident Fund etc.).
- F-12 The rent permission can be granted for the period of 5 years also, the renting charges would be 50% of

	<p>the charges mentioned in clause-8 above.</p> <p>F-13 The functional unit(s), after getting permission from the Authority to rent out the industrial premises in part/full will get a rent deed executed within 90 days compulsorily from the issuance of the renting permission and deposit the rent deed with GNIDA.</p>
G	<p align="center"><b>DECLARATION OF INDUSTRIAL PREMISES AS FUNCTIONAL<sup>14</sup></b></p>
	<p>G-1. An industrial unit, on submission of the following documents, may be declared functional.</p> <p>G-1a. Certified copy of PMT SSI Registration/EM Part-II/Central Excise Deptt. Certificate indicating date of production/Trade Tax Exemption order/Trade Tax Assessment Order along with documentary evidence of functioning.</p> <p>G-1b. Affidavit showing that below mentioned percentage of the maximum permissible covered area 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.</p> <p>G-1c. Lease Deed/Transfer Deed/Sale Deed as applicable has been executed and registered and its certified copy duly submitted in GNIDA office.</p> <p>G-1d. No dues certificate of Industrial Department of GNIDA.</p> <p>G-1e. In addition to the above stated documents the following documents as applicable may also be required to be submitted by the allottee(s)/lessee(s)/transferee(s) claiming date of functioning with retrospective effect:-</p> <ul style="list-style-type: none"> <li>i) ESI registration certificate/returns</li> <li>ii) PF registration certificate/returns</li> <li>iii) Registration under Factories Act</li> <li>iv) Electricity consumption bills</li> <li>v) Telephone bills</li> <li>vi) Bank statement</li> <li>vii) Any other document in support of their claim</li> </ul> <p>G-1f. The date of commencement of production indicated in PMT SSI Registration Certificate/EM Part-II/ 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.</p> <p>G-1g. If the lessee/transferee failed to comply clause G-1a, a team of officer (s) duly constituted for the purpose by the General Manager(Industries), General Manager(Planning), General Manager(Projects), General Manager(Finance) may inspect the industrial Premises to determine the functioning and functional certificate may be issued from the date of inspection.</p> <p>G-2. The Industrial facility units on submission of the following would be declared functional:-</p> <p>G-2a. Affidavit showing the construction of minimum percentage of maximum permissible covered area as per table given above has been constructed with copy of the application submitted for issuing completion certificate / building completion certificate has been obtained. In case affidavit is found</p>

<sup>14</sup> The above clause G-1b has been amended to make the process liberal



	<p>wrong or factually incorrect then GNIDA will take action as deemed fit. The minimum area required for obtaining completion certificate will also be as above and will not be required to verify from the project report</p> <p>G-2b. Transfer Deed as applicable has been executed and registered and its certified copy duly submitted in GNIDA Office.</p> <p>G-2c. No Dues Certificate from industrial Department of GNIDA.</p> <p>G-2d. Telephone Bills.</p> <p>G-2e. Meter Ceiling Certificate and Electric Consumption Bills.</p> <p>G-2f. Purchase bills of Machinery.</p> <p>G-2g. If the lessee/transferee has not submitted any document as mentioned in above clause (i), a team of officer (s) duly constituted for the purpose by the General Manager(Industries), General Manager(Planning), General Manager(Projects), General Manager(Finance) may inspect the industrial Premises to determine the functioning and functional certificate may be issued from the date of inspection.</p>			
H	<b>EXTENSION OF THE TIME PERIOD FOR IMPLEMENTING THE PROJECT<sup>15</sup></b>			
	<p>H-1. The allottee/Lessee/Transferee will adhere to the following schedule of the construction of the building over the allotted plot:--</p>			
	Sl.No.	Area of plot (in sqr. Mtr)	Minimum percentage of total FAR to be constructed	Time limit for obtaining completion certificate of first Phase of the project (from the date of Lease Deed/Possession).
1.		Upto 4000	50	3 years
2.		4001-10000	40	3 years
3.		10001-20000	35	3 years
4.		20001-100000	30	3 years
5.		100001-200000	25	3 years
6.		200001-400000	20	3 years
7.		Above 400000	15	3 years
	<p>H-2. In cases where property is acquired through transfer, the transferee shall make the unit functional as per provisions contained in A-22.</p>			
	<p>H-3. In cases the allottee/transferee fails to make the unit functional in prescribed time, GNIDA will initiate action for cancellation of industrial property. However, in exceptional circumstances, extension can be granted subject to:--</p> <p>i) An affidavit duly notarized indicating a firm time schedule to make the unit functional.</p> <p>ii) No dues certificate from Industrial Department of GNIDA.</p>			
	<p>H. 4 Three years from the date of execution of lease deed/possession will be allowed to get the unit constructed/functional without any penalty. Thereafter, time extension charges will be payable to get the unit constructed/functional as following—</p>			
	Time Extension			Rs. Per Sq.m.
	For 1 <sup>st</sup> year Extension			50
	For 2 <sup>nd</sup> year Extension			100
	For 3 <sup>rd</sup> year Extension			100
	For 4 <sup>th</sup> year Extension			100
	For 5 <sup>th</sup> year Extension			100
	For 6 <sup>th</sup> year Extension			100
	For 7 <sup>th</sup> year Extension			100
	For 8 <sup>th</sup> year Extension			150
	<p>This time extension will be applicable w.e.f. 11-January-2013 and the cases earlier to this date will be dealt as per previous Industrial Policy and Procedure for Industrial Property Management-2009.</p>			

15 The minimum percentage of FAR to be constructed has been amended as per the area to make the process liberal in H-1 and the time extension can be given on monthly basis to keep the process liberal in H-4.

I	<b>MORTGAGE</b>
	<p>I-1. Mortgage is permitted where property is live and time limit for construction exists. No prior mortgage permission is required in cases where full premium alongwith interest and one time lease rent has been paid.</p> <p>I-2. Permission for collateral security would only be granted in cases where the unit has already been declared functional by the Authority. For the purpose of granting collateral security, processing fee of Rs. 5000/- would be charged.</p> <p>I-3. Mortgage is permitted for financing the project on the industrial premises proposed for mortgage.</p> <p>I-4. For grant of mortgage permission it is important that lending institution/bank clear all the over dues and dues of GNIDA or give an undertaking to this effect or 100% payment has already been made to GNIDA by the concerned institution/allottee(s).</p> <p>I-5. The 2<sup>nd</sup> charge on the industrial property in favour of another financial institution is issued only by the institution in whose favour the industrial property is already mortgaged.</p> <p>I-6. In case of mortgage the Authority will have the first charge towards transfer charges, extension charges, lease rent interest and any other dues. Taxes, charges etc. payable to GNIDA from time to time.</p> <p>I-7. The allottee will submit the application alongwith consent of the financial institution and a NOC regarding full payment/no arrears from Industrial Department of GNIDA</p>
J	<b>SURRENDER<sup>16</sup></b>
	<p>J-1. The allottee can surrender the industrial premises in favour of GNIDA before cancellation.</p> <p>J-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.</p> <p>J-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 Deptt. of the Authority.</p> <p>J-4. The entire deposit(s) made to the GNIDA, after deducting Rs. 10,000/-, would be refunded by GNIDA, without any interest, in case of non possession of the Industrial premises and /or non-execution of legal documents. However 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 alongwith the due lease rent till the date of dispossession of the Industrial premises and Rs. 10,000/- would also be deducted from the deposit against the premium .</p>
K	<b>VIOLATION OF TERMS AND CONDITIONS<sup>17</sup></b>
	<p>Any violation of terms(s) and condition(s) of allotment/ Lease Deed/ Transfer deed shall invite cancellation/ revocation of allotment / Lease Deed/ Transfer deed to be preceded by dispossession of Industrial Premises. The amount deposited would be forfeited / refunded as per rules prevailing at that time. At present 1% (One percent) of the premium of the plot is forfeited alongwith deposits made under the revenue heads(s) (excluding the interest deposited against premium) and the due lease rent till the date of dispossession of Industrial premises. However, the total forfeited amount would not exceed the total deposited amount.</p>
L	<b>RESTORATION OF INDUSTRIAL PLOT</b>
	<p>The Authority can exercise cancellation of industrial plot for breach of terms and conditions of allotment/lease deed/Transfer 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:-</p>

<sup>16</sup> The surrender process has been adapted from the Noida to make it liberal

	<ol style="list-style-type: none"> <li>1. The decision about the restoration of the plot will be taken by the Chief Executive Officer or any officer authorized by him within 3 years after the date of cancellation. After 3 years all the restoration matters will be put up before the Board of the Authority.</li> <li>2. The allottee would pay restoration charges @ 10% of the prevailing rate/ reserve price.</li> <li>3. The allottee will have to make upto date payments, dues, penalties &amp; interest etc. as applicable.</li> <li>4. The allottee has to pay time extn. charges as per terms of allotment/lease.</li> <li>5. The allottee will submit project implementation schedule in the shape of affidavit. The maximum time allowed is one year for plot size upto 4000 sq.mtrs. and two years for plot size above 4000 sq.mtrs.</li> <li>6. The allottee has to submit performance guarantee valid for more than three months period of PIS given by him and value of performance guarantee will be 10% of the prevailing price of the plot.</li> <li>7. Transfer and/or Change In Constitution of the unit would not be allowed outside the blood relations, till the unit is declared functional by the GNIDA through a written communication.</li> <li>8. If there is any court case pending before any court, it has to be withdrawn by the allottee. All legal expenses would be borne by the allottee.</li> <li>9. In case allotment has been cancelled due to commercial activities the restoration of the plot shall only be considered on submission of affidavit for not carrying out the commercial activities in future and on inspection of the site about closing the commercial activities.</li> <li>10. In case of restoration in prepossession cases, the allottee shall be required to get the unit functional as per terms of the Lease Deed. In such cases they will have to comply with the clauses as stated above.</li> </ol>
M	<b>CHANGE/ADDITION IN PROJECT</b>
	<p>Allottee/lessee shall be required to submit an application alongwith project report for consideration of change/addition in project as mentioned in Annexure 'A' or any other non-polluting project and Annexure - C for restricted projects/process/operations. However the same would be subject to terms and conditions mentioned in Annexure - A &amp; C.</p> <p>Projects/operation/process mentioned in Annexure- B would not be permitted under any circumstances.</p>
N	<b>AMALGAMATION<sup>18</sup></b>
	<p>N-1a. Application for amalgamation of industrial plots (back to back/adjoining) may be only in those cases where plots to be amalgamated belong to the one and same allottee(s)/ lessee(s)/transferee(s) and for the same project:</p> <p>N-1b. Application for the above shall be considered on submission of request with the following documents:-</p> <ol style="list-style-type: none"> <li>I. Layout Plan and site plan of the proposed plots to be amalgamated.</li> <li>II. Certified copy of the resolution of the Board of Directors in case of a Private Ltd. Co./Public Ltd. Co./ Authority letter in case of a Partnership Firm.</li> <li>III. N.O.C. from the financial institution, if the property is mortgaged.</li> <li>IV. Any other relevant document/information.</li> <li>V. After amalgamation of the plot allottee shall be allowed ground coverage and F.A.R. as per building bylaws and he is required to get the approval of the map from the building cell department of the GNIDA.</li> </ol> <p>N-2. Application for amalgamation of two or more plots from two or more allottee(s)/lessee(s)/transferee(s) can be considered only for setting up an SEZ (Special Economic Zone). In addition to the documents required to be submitted in (N-1b) above, the following documents shall also be submitted alongwith such application for permission of amalgamation.</p> <ol style="list-style-type: none"> <li>i. Submission of an undertaking/indemnity bond from all the proposed allottees/lessess/transferee(s) that they will jointly and severally inherit all the liabilities/responsibilities arising out of default of terms &amp; condition of allotment/lease on the part of any/all the allottee(s)/lessee(s)/transferee(s).</li> </ol>

<sup>18</sup> This clause has been adapted from Noida

	<p>ii. Submission of Memorandums of Understanding and Articles of Association from all the allottee(s)/lessee(s)/transferee(s) applying for amalgamation.</p> <p>iii. After the permission for amalgamation is granted by the GNIDA, the amalgamated plot may be considered as a single plot for the purposes of ground coverage and FAR as per building byelaws and the allottee(s)/lessee(s)/transferee(s) will be required to get the necessary maps approved from the building cell department of the GNIDA before starting any construction on the amalgamated plot. However the other terms and conditions of the allotment and lease deed will remain as that of the original terms and conditions of the allotment and the lease deed of each of the allottee/lessee/transferee.</p>
O	<b>CONVERSION<sup>19</sup></b>
	<p>O-1 Request for conversion of industrial plots shall not be generally entertained.</p> <p>O-2 In exceptional circumstances, the request of allottees of industrial plot(s) of 2000 sq. mtrs. and above can be considered by Chief Executive Officer on the recommendations of the Plot Allotment Committee subject to the following conditions:</p> <ol style="list-style-type: none"> <li>a. The allottee is not a defaulter and must have deposited the allotment money alongwith interest, if any</li> <li>b. Converted plot is allotted at the land rate prevailing on the date of conversion letter plus conversion charges and location benefit charges @ 10% of the land rate prevailing on the date of conversion letter</li> <li>c. The date of issue of conversion letter would be deemed as date of allotment for all practical purposes i.e. for execution of lease deed, possession, interest on balance amount etc.</li> <li>d. The entire deposits made against the allotted plot would be adjusted.</li> </ol>
P	<b>INDUSTRIAL FACILITIES<sup>20</sup></b>
	<p>P-1. The Authority has permitted the following activities in the industrial facility category:-</p> <ol style="list-style-type: none"> <li>1. Warehousing</li> <li>2. Display Center for display of industrial products without sale.</li> <li>3. Research and Development relating to industrial activities.</li> <li>4. Tool Room</li> <li>5. Test Lab</li> <li>6. Establishment of telecommunication related equipments and their operation</li> <li>7. Maintenance and parking of machineries/equipments used for industrial activities.</li> <li>8. Marketing consultancy</li> <li>9. Advertising agency</li> <li>10. Industrial consultant</li> <li>11. Typing Center</li> <li>12. Industrial photography</li> <li>13. X-ray clinic</li> <li>14. Weigh bridge</li> <li>15. Blue printing/drawing/computer designing facilities/drafting facility/CAD-CAM</li> <li>16. STD/ISD/ Teleprinter /fax/internet facilities for industries</li> <li>17. Cable TV network establishment and its operation</li> <li>18. Creche</li> </ol> <p>P-2. In case the lessee intends to utilise the industrial premises in part or full for the purpose of industrial facility as stated above, then the lessee would deposit an additional premium which would be equivalent to 50% of the prevailing premium (as applicable to industrial activity) for the entire area of the industrial plot. On deposit of the additional premium the allottee would be granted permission to</p>

<sup>19</sup> This clause has been adapted from Noida

<sup>20</sup> This clause has been adapted from Noida

	<p>utilise the plot for industrial facilities.</p> <p>P-3. In case the lessee after obtaining permission to use the plot for industrial facilities intends to rent out the premises in part or full for purpose of industrial facility, then lessee would have to deposit renting charges, for grant of permission which would be equivalent to 7.5% of the 1.5 times for a period of five years of the prevailing premium These charges are for five years irrespective of the fact whether industrial property(ies) is sub-letted partially or fully. Thereafter if the allottee wishes to renew this permission he can do so as per the prevailing terms/rules and regulation by paying renting charges again to the Authority.</p> <p>P-4. The rate of allotment/transfer for industrial facility plots would 1.5 times of the rates mentioned above plus location benefit charges as applicable. In case of industrial facility plots the transfer charges would be 1.5 times of the prevailing reserve price/allotment price whichever is higher of industrial area &amp; extension charges &amp; restoration charges would be payable 1.5 times of normal rate.</p>
Q	<b>INDUSTRIAL SECTORS</b>
	<p>GNIDA is presently divided in the following industrial sectors:.</p> <ol style="list-style-type: none"> <li>1. Ecotech-I includes Sector-31, Sector-40-41, Ecotech Extn., Ecotech Extn.-I</li> <li>2. Ecotech-II includes Udyog Vihar, Udyog Vihar Extn. and Surajpur Bypass</li> <li>3. Ecotech-III includes Udyog Kendra, Udyog Kendra-I, udyog Kendra-II, Mahila Udyami Park-I, Mahila Udyami Park-II and Toy City</li> <li>4. Ecotech-IV includes G.T.Road Chapraula</li> <li>5. Ecotech-VI</li> <li>6. Ecotech-XI</li> <li>7. Ecotech-XII</li> <li>8. Sector-16 (Industrial)</li> </ol>
R	<b>MISCELLANEOUS</b>
	<p>R-1. The allottee would be required to execute the lease deed and get the same registered and take over the possession of the plot within the time period stated in the allotment letter.</p> <ol style="list-style-type: none"> <li>1. 60 days after the issuance of check list will be allowed without late fee and after that failing to get the lease deed executed by the Industrial Allottee, time extension can be granted in exceptional circumstances 2.5% of the total premium of the land plus Rs. 20/- per square meter each year on day-to-day basis. This time extension will be applicable w.e.f. 11-January-2013 and the cases earlier to this date will be dealt as per previous Industrial Policy and Procedure for Industrial Property Management-2009.</li> <li>2. The above time extensions for execution of lease deed will not affect the stipulated time for the functionality of unit. The allottee will have to pay additional penalty for making unit functional in case of any such delay.</li> <li>3. The date of execution of lease deed shall be deemed as the date of handing over possession of the plot.</li> </ol> <p>R-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 the 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 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.</p>

R-3. The terms 'allotment rate' whenever appearing herein before would inter-alia include location charges also. Prevailing allotment rate/premium implies inclusion of location charges as applicable.

R-4. For early commencement of production by the unit, an incentive at the rate of Rs. 50/- per sqm will be given on the following conditions:

- a) The unit has to start production within two years of the date of allotment.
- b) A minimum 50% of the permitted covered area of the allotted plot has to be constructed.
- c) The unit has to apply for production incentives within 6 months of the date of commencement of production.

Delayed applications will be liable for penalty as under:

For applications received with one month's delay: Rs. 1/- per sqm.  
For applications received with two months' delay: Rs. 2/- per sqm.  
For applications received with three months' delay: Rs. 3/- per sqm.  
Applications received after nine months will not entertained.

The early-production incentive amount will be adjusted in the last due installment of the premium. In case full payment has already been made, the incentive amount will be paid by cheque.

R-5. The allotted plot can be cancelled due to following reasons:

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

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

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.

R-5. The allottee would adhere to the provisions of annexure A, B & C enclosed with this document.

R-6. SUB-DIVISION OF INDUSTRIAL PLOTS SHALL NOT BE ALLOWED.

#### ANNEXURE-A

The following is the list of industry which may be permitted in industrial area developed by Greater Noida Industrial Development Authority

**S.No. Name of the Project**

1. Agarbatti and Similar Products
2. Agriculture appliances and implements
3. Agriculture equipments repairing
4. Air conditioner(s) & its parts
5. Aluminum doors/windows/fittings/furniture
6. Aluminum-wares, moulds of cakes and pastry
7. Assembly and repair of cycles
8. Assembly and repairs of electrical gadgets
9. Assembly and repair of sewing machines
10. Atta chakki and spices and dal grinding

11. Attache, Suitcases Brief cases & bags
12. Auto Parts
13. Auto Mobile service/repair denting/painting  
Workshop only on plot area of 400 sq. mtr. & above
14. Batik works
15. Battery charging
16. Belts and buckles
17. Biscuit, pappy, cakes, & cookies making
18. Block making and photo enlarging
19. Brass fitting
20. Bread & Bakeries
21. Brushes & Brooms
22. Buckets
23. Builder hardware
24. Bulbs (battery)
25. Buttons clips & hooks
26. Button making, fixing of buttons & hooks
27. Calico and Textile products
28. Candies, Sweets, Rasmalai etc.
29. Candles
30. Cane and Bamboo products
31. Canvas Bags & Hold-all makings
32. Cardboard Boxes
33. Carpentry
34. Terrazzo tiles, paving, jallies of Cement
35. Assembly of Centrifugal pumps & small turbines
36. Citrus fruit concentrate
37. Clay modeling
38. Cold storage & refrigeration
39. Collapsible gates railing & grill
40. Conduit pipes
41. Confectionery candies and sweet
42. Copper and brass Art wares
43. Copper Metal parts
44. Copper-ware and utensils
45. Cordage, rope and twine making
46. Cotton and silkscreen printing
47. Cotton ginning
48. Cotton/silk Printing (By Hand)
49. Crayons
50. Cutlery
51. Cycle chain
52. Cycle locks
53. Dal milling
54. Data Processing Centres
55. Decorative goods
56. Dehydrated vegetables
57. Diamond cutting and polishing work
58. Dies for plastic mouldings
59. Door shutters and windows
60. Drugs and Medicines
61. Dyeing, bleaching, finishing processing cloth (including mercerizing, calendering, glazing etc.)
62. Elastic products.
63. Electric fans
64. Electric fittings (switch, plug, pin etc.)
65. Electric lamp shades, fixtures
66. Electric Motor and parts
67. Electric Press assembling
68. Electric appliances (room heaters, lamps etc.)
69. Electrical motors, transformers and generators
70. Electronic goods manufacturing
71. Embroidery
72. Enamel ware

73. Engineering works
74. Expanded metals
75. Fabrication (like trusses and frames)
76. Fire fighting equipments
77. Flour mills
78. Fluorescent light fitting (including neon signs)
79. Fountain pen, Ball pen and felt pens
80. Footwear
81. Framing of pictures and mirrors
82. Fruit canning
83. Glass work (assembly type)
84. Gold and Silver Thread Kalabattu
85. Grading, waxing and polishing of fruits
86. Only Blending/Repacking of Grease & Oils
87. Hand Press
88. Helmets
89. Hats, caps turbans including embroideries
90. Hinges and Hardware
91. House hold/kitchen appliances
92. Hydraulic Press
93. Ice boxes and body of the coolers
94. Labels/ Stickers
95. Ice-Cream
96. Information Technology/IT Enabled Industries
97. Industrial fasteners
98. Ink making for fountain pens
99. Interlocking & buttoning
100. Ivory Carving
101. Jewellery items
102. Juicer (only assembly)
103. Jute products
104. Key rings
105. Khadi and Handlooms Products
106. Knife making
107. Laboratory porcelain, dental porcelain work
108. Kulfi and confectionery
109. Lace work and like
110. Lamps and burners
111. Lantern. Torches and flash lights
112. Lathe machines
113. Laundry & dry-cleaning
114. Leather and raxine made ups.
115. Leather footwear
116. Leather Upholstery and other leather goods
117. Locks
118. Manufacturing of trunks and metal Boxes
119. Marble stone items
120. Metal containers
121. Metal letter cutting
122. Metal polishing
123. Milk creams separators and mixers
124. Milk testing equipments
125. Milling of pulses
126. Miscellaneous machines parts
127. Motor winding works
128. Musical instruments (including repairs)
129. Name plate making
130. Nuts/Bolts/Pulleys/Chains and gears  
Oil Stoves, Pressure Lamps and Accessories
131. Optical instruments
132. Ornamental leather goods like purses, handbags
133. P.V.C. Compound
134. P.V.C. Products



135. Padlock and pressed locks
136. Formulation only of paints & Thinners
137. Pan Masala
138. Paper products
139. Paper cutting machine
140. Paper making machine
141. Paper stationery items and book binding
142. Totally mechanized and automatic unit for pasteurized milk and its products
143. Perfumery and cosmetics
144. Photo Type Setting
145. Photographs, Printing (including signboard painting)
146. Photostat and cyclostyling
147. Pickles, Chutneys and Murabba
148. Pith hat, garlands of flowers and pith
149. Plastic products
150. Polish work
151. Polishing of plastic parts
152. Polythene bags
153. Precision instruments of all kinds
154. Preparation of Vadi & Papad etc.
155. Pressure cookers
156. Printing, book binding embossing and photographs etc.
157. Processed fruit and vegetables products
158. Processing of condiments, spices, groundnuts and dal etc.
159. Rakhee making
160. Rail coupling parts
161. Readymade Garments
162. Repairs of small domestic appliances and gadgets (like room heater, room coolers, hot plates, lamps etc.)
163. Repair of watches and clocks
164. Rings and eyelets
165. Rolling shutters
166. Rubber products from mixed compound
167. Rubber stamps
168. Safety pins
169. Sanitary goods machining & fittings
170. Saree fall making
171. Scissors making
172. Screen printing
173. Screw & nails
174. Software, Hardware & Peripherals of Computer
175. Sheet metal works
176. Shoe making and repairing
177. Shoe laces
178. Silver foil making
179. Small electronic components
180. Small Machine & Machine tools
181. Spectacles optical frames
182. Spice grinding
183. Speedometers
184. Sports goods
185. Sprayers (hand and foot)
186. Stamp pads
187. Stapler pins
188. Stationery items (including educational and school drawing instruments)
189. Steel Almirahs
190. Steel Furniture's
191. Steel Lockers
192. Steel wire drawings
193. Steel wire products
194. Stone engraving
195. Stove pipe, safety pins and aluminum buttons (by hand press)
196. Structural steel fabrications

197. Surgical bandage rolling and cutting
198. Surgical goods
199. Surgical instruments and equipments
200. T.V. Radio cassette, recorders etc.
201. T.V./ Radio/transistor cabinets
202. Table lamps and shades
203. Tailoring
204. Tomato ketchup & vegetable sauce
205. Containers lids
206. Tarpaulin & Tents including repairs (no processing & weaving)
207. Telephone and its parts
208. Thermometers
209. Thread balls and cotton fillings
210. Tin box making
211. Tractor parts
212. Transformer covers
213. Typewriter parts manufacturing and assembling
214. Tyre retreading with cold process only
215. Umbrella assembly
216. Upholstery springs and other springs (no heat treatment)
217. Utensils
218. Assembly of vacuum flasks
219. Velvet embroidered shoes/shawls
220. Veneer of plywood
221. Vermicelli and macaroni
222. Vinegar and juice
223. Watches and clocks parts
224. Water meters
225. Water meters repairing
226. Water Tanks
227. Wax polishing
228. Weaning food
229. Welding works
230. Wire drawing coating and electric cable
231. Wire knitting
232. Wire netting
233. Wood carving and decorative wood wares
234. Wooden/cardboard jewellery boxes
235. Wool balling and lachee making
236. Wool knitting (with machine)
237. Writing and marking ink
238. X-ray machines
239. Zari Zardozi
240. Zip fasteners

**However any of the above Unit would only be made functional subject to: -**

- a) Prior permission for the specific industry is obtained in writing from the GNIDA Authority,
- b) Unit would comply with all the state/ central Govt. Statutory requirement, as applicable to permitted unit
- iii) The unit would obtain the NOC/ consent form the UP Pollution Control Board. The main plant of the unit would only function when the mandatory pollution control plant and equipment's are totally fully in operation.
- iv) The unit would ensure suitable arrangement for disposal of liquid and gaseous effluents/ wastes and also ensure disposal of solid industrial wastes at its risk, cost and responsibility.
- v) The unit would not undertake any casting, forging, electroplating, tanning galvanizing, fermentation and /or any other obnoxious/ nuisance causing unit operation/ unit process.

vi)	The unit would install oil/ electric fired boilers/presses only, in case of need.
vii)	The unit would not undertake any storage/handling of obnoxious/hazardous/inflammable/poisonous/toxic/explosive etc. raw material(s) consumable(s)/intermediate/finished product(s).
viii)	There would be no activity in the unit which is a cause/source of nuisance to the neighbors and/or general public and or is detrimental/prejudice to public interest/environment.
ix)	The noise level emanating from the industry/unit would not exceed 70 dB.

**ANNEXURE-B**

<p>The following project/operation/process shall not be permitted in any of the sectors of the industrial areas of GNIDA.</p>	
1.	Smelter Process
2.	Distillery
3.	Dyes and dyes intermediates
4.	Foundries, Coupala, Arc Furnace, Induction Furnace & other furnaces
5.	Tannery
6.	Pulp & Paper
7.	Bone
8.	Stone Crushing
9.	Nitric Acid
10.	Asbestos Manufacturing
11.	Cement Plant
12.	Caustic Soda
13.	Sulfuric Acid
14.	Fertilizers
15.	Oil Refinery / Petroleum Refinery
16.	Pesticides Industries
17.	Basic Drugs
18.	Petrochemicals
19.	Synthetic rubber
20.	Calcium carbide
21.	Coke oven
22.	Composite Woolen Mills
23.	Inorganic Chemicals
24.	Starch and Glucose
25.	Toxic Organic Chemicals
26.	Industries based on water as major raw material
27.	Any other polluting, hazardous, obnoxious project or/and where water is major/ substantial raw material.

**ANNEXURE-C**

<p>The following projects may be permitted independently also on restrictive basis in all sectors of Industrial Area of GNIDA:-</p>	
1.	Dying and Bleaching
2.	Paint and Adhesives
3.	Electroplating/pickling/power coating/Galvanizing as intermediate Process.
4.	Paints/Pesticides/Drugs formulation
5.	Marble Polishing & Stone cutting
<p>However any of the above Unit would only be made functional subject to:-</p>	
a	Prior permission for the specific industry is obtained in writing from the GNIDA Authority.
b	Unit would comply with all the state/ central Govt. Statutory requirement, as applicable to permitted unit.
c	The unit would obtain the NOC consent from the UP Pollution Control Board. The main plant of the unit would only function when the mandatory pollution control plant and equipment's are totally fully in operation.
d	The unit would ensure suitable arrangement for disposal of liquid and gaseous effluents/wastes and

	<p>also ensure disposal of solid industrial wastes at its risk, cost and responsibility.</p> <ul style="list-style-type: none"><li>e The unit would not undertake any storage/handling of material(s)/consumable(s)/intermediate/finished products).</li><li>f There would be no activity in the unit, which is cause/source of nuisance to the neighbours and/or general public and or is detrimental/prejudice to public interests/environment.</li><li>g The noise level emanating from the industry/unit would not exceed 70 dB.</li><li>h No activity other than industrial activity shall be allowed in the industrial premises in the entire industrial area in GNIDA.</li><li>i The 209* projects listed in the G.O. No. 2164/37/AMR/97 dated 3-6-97 issued by UP Pollution Control Board projects will be allowed to be set up in industrial areas of GNIDA. Prior permission of GNIDA Authority will be required for change of project to the projects listed in the above mentioned G.O. The allottees will only be required to inform the Authority about the change in the project, the allottee will be intimated within 30 days from the date of receipt of such intimation.</li></ul>
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## **INDUSTRIAL POLICY**

- A-** Transfer of Industrial Property
- A-2.** In Greater Noida only functional units are allowed to transfer and the same has been retained.
- A-6.** Transfer Application Form Fee has been increased from Rs. 100/- to Rs. 500/-
- A-8.** Transfer processing fee has been increased from Rs 1000/- to Rs 5000/-
- A-12.** Transfer charges have been kept @ 10% of current allotment rate whereas it is @ 8% of current allotment rate.
- A-17** now transfer can be done through registered GPA as per the Noida Policy. Earlier this was not in practice in Greater Noida.
- A-20** If the transferee does not get the transfer deed done within 90 days they will be penalized.
- A-21** Sale by financial institution only 50% of normal transfer charges will be applicable.
- A-22** Transferee is required to make the unit functional within one year.
  
- B.** Change in share holding –The whole clause has been adapted from the Noida policy
- C.** Change in constitution - This is in practice and has been elaborated.
- D.** Change in Name - This clause has been adapted from Noida.
- E.** Change of director –This clause has been adapted from Noida.
- F.** Renting of Industrial Premises – Already in practice.
- G.** Declaration of Industrial Premises as functional-  
The copy of application submitted for issuing completion certificate with affidavit has been added and FAR% has been elaborated depending upon the area.
  
- H-1** Extension of time period for implementing the project- total time for obtaining completion certificate from the date of allotment is 36 month and FAR% has been elaborated depending upon the area.
- H-4** Time extension can be given on monthly basis.
  
- J.** Surrender- It has been adopted from Noida to make it Liberal.
- K.** Violation of terms and conditions –it has been adapted to make it liberal.
- N.** Amalgamation- This clause has been adapted and elaborated.
- O.** Conversion – This Clause has been adapted from Noida.
- P.** Industrial Facilities –the facilities category has been broadened.
- R.** Miscellaneous-R-1 Lease Deed within 18 month and thereafter 7 half yearly extension starting from 3% of the allotment rate.
- R-4** Production Incentive of Rs. 50 @% per sq. mt. if production is started within 24 months of the allotment
- R-5** Cancellation of allotment.