



**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 Institutional Plots in Greater Noida**

**(Scheme Code: INS-OL-03 2020)**



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

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## **Preface**

The scheme document is applicable for allotment of Institutional Plot in the areas identified by Greater Noida Industrial Development Authority (herein referred as 'GNIDA' or 'Authority' or 'Lessor').

List of plots as annexed.

## Data Sheet

#	Head	Details
1.	Date of issue of the scheme brochure	As mentioned in the Portal
2.	Date of closure of the scheme/last date of submission of application form	As mentioned in the Portal
3.	Contact details address in the Authority office	<b>Institutional Department,</b>  Greater Noida Industrial Development Authority, Plot No 01, Sector – KP-4, Greater Noida, Dist. Gautam Budh Nagar. (UP) 201310 Phone: 0120 233-6030,31 Email: <a href="mailto:authority@gnida.in">authority@gnida.in</a>
4.	Allotment method for the scheme	Online application through Greater Noida/Nivesh Mitra portal on the basis of screening and interview/presentation
5.	Availability of scheme brochure (GNIDA)	Can be downloaded from the Authority's website <a href="http://www.greaternoidaauthority.in">www.greaternoidaauthority.in</a> & Nivesh Mitra Portal
6.	Processing Fee	Non-refundable/non-adjustable, processing fee of INR 5,000/- (Five Thousand Only) + GST i.e. INR 5,900/- shall be deposited through online payment gateway in favour of "Greater Noida Industrial Development Authority". To access online form, click <a href="http://www.niveshmitra.up.nic.in">www.niveshmitra.up.nic.in</a> .
7.	Application Money/Registration Money/ Earnest Money Deposit	Adjustable amount equal to 10% of total premium of the plot for which application is being submitted. The amount shall be deposited through online payment gateway in favour of "Greater Noida Industrial Development Authority".
8.	Allotment Money	40% of total premium/cost of the plot after adjusting 10% registration money within 60 days of issuance of Allotment Letter without interest.  In case the due allotment money, as mentioned above, is not deposited within the stipulated period/extended period, the allotment of plot shall be cancelled, and 10% money deposited as registration amount shall be forfeited.
9.	Payment plan for the allotted plot	<ul style="list-style-type: none"> <li>• <b>Option 1:</b> 100% (including 10% application money) within 60 days from the date of issue of allotment letter (after adjusting of registration money) in such case Allottee will get 5% rebate on 90% of balance premium amount.</li> <li>• <b>Option 2:</b> 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 i.e. four half yearly instalments. In such allottee shall get 2% rebate on 50% of balance premium amount which shall be adjusted in the last premium instalment.  The 50% amount shall carry interest as per GO dated 9<sup>th</sup> June 2020 i.e. @ State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1<sup>st</sup> July and 1<sup>st</sup> January of each year. In case of default on instalments/lease rent 3% extra on (MCLR + 1%) shall be applicable.</li> <li>• <b>Option 3:</b> 40% within 60 days from the date of issue of allotment letter (after adjusting of registration money) and balance amount i.e. 60% of the total premium of the plot in 4 years in 8 equal half yearly instalments. The 60% amount shall</li> </ul>

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		<p>carry interest @ State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1<sup>st</sup> July and 1<sup>st</sup> January of each year. In case of default of instalments/lease rent 3% extra on (MCLR + 1%) shall be applicable.</p> <p><i>Note: The possession of plot shall only be offered when the Allottee has deposited minimum 40% amount of total premium of plot and executed lease deed.</i></p>																			
10.	Period of lease	The allotment of plot shall be made on leasehold basis for a period of 90 years from the date of execution of lease deed.																			
11.	Location charges	<p>Location charges shall be payable by the allottee/lessee before execution of lease deed in lumpsum,</p> <ul style="list-style-type: none"> <li>• For corner plots - 5% of the total premium of plot.</li> <li>• For plots park facing/green belt - 5% of the total premium of plot.</li> <li>• For plots facing 45m. wide or above sized roads - 5% of the total premium of plot.</li> </ul> <p><i>Note: -</i></p> <ul style="list-style-type: none"> <li>- Only applicable to plot with area less than 15 Acres.</li> <li>- If one of above criteria is applicable, then location charges will be charges only 5%</li> <li>- If two or three of above criteria are applicable, then location charges will be charges 10%</li> </ul>																			
12.	Norms of development	Development and other Norms shall be as per the applicable Building Regulations of GNIDA at the time of allotment.																			
13.	Rate of allotment	<p>Rate of allotment shall be as follows (subject to change on the date of allotment)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Category</th> <th style="width: 30%;">Land Rate (Per sqm.)</th> </tr> </thead> <tbody> <tr> <td>(1) Nursery School/Creche/Primary School</td> <td>Nursery school allotment in residential sector rate. As per rate list annexure 4</td> </tr> <tr> <td>(2) Vocational Institute/ Senior/Higher Secondary School. All other education institutions i.e. Degree College/ Professional Degree college/Research and training centre/Film/Audio/Video Studio, University, etc.</td> <td></td> </tr> <tr> <td>Up to 4000 m<sup>2</sup>.</td> <td rowspan="6" style="text-align: center;"><b>As per rate list annexure 5.</b></td> </tr> <tr> <td>Addition to 4,000- 8,000m<sup>2</sup>.</td> </tr> <tr> <td>Addition to 8,000- 20,000 m<sup>2</sup></td> </tr> <tr> <td>Addition to 20,000- 40,000 m<sup>2</sup>.</td> </tr> <tr> <td>Addition to 40,000- 80,000 m<sup>2</sup></td> </tr> <tr> <td>Addition to 80,000 m<sup>2</sup>.</td> </tr> <tr> <td>3) Hospitals in any system of medicine</td> <td></td> </tr> <tr> <td>Above 4,000- 10,000 m<sup>2</sup></td> <td></td> </tr> <tr> <td>Addition to 10,000 m<sup>2</sup></td> <td></td> </tr> </tbody> </table> <p><i>Note: The rates shall be applicable as prevailing at the time of allotment letter.</i></p>	Category	Land Rate (Per sqm.)	(1) Nursery School/Creche/Primary School	Nursery school allotment in residential sector rate. As per rate list annexure 4	(2) Vocational Institute/ Senior/Higher Secondary School. All other education institutions i.e. Degree College/ Professional Degree college/Research and training centre/Film/Audio/Video Studio, University, etc.		Up to 4000 m <sup>2</sup> .	<b>As per rate list annexure 5.</b>	Addition to 4,000- 8,000m <sup>2</sup> .	Addition to 8,000- 20,000 m <sup>2</sup>	Addition to 20,000- 40,000 m <sup>2</sup> .	Addition to 40,000- 80,000 m <sup>2</sup>	Addition to 80,000 m <sup>2</sup> .	3) Hospitals in any system of medicine		Above 4,000- 10,000 m <sup>2</sup>		Addition to 10,000 m <sup>2</sup>	
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14.	Lease Rent	Annual Lease rent: 2.5% annually and will increase by 50% every ten years automatically.																			

#	Head	Details
		One-time lease rent: As per Clause 3.2.1 (5)
15.	Construction Period	<b>Time allowed for Completion:</b> As per GNIDA, the completion of the project shall be done with in initial 3 years from the date of execution of lease deed. However, in any circumstances, the completion is not done, the Allottee will be allowed extension of 24 months maximum, on payment of penalty as per prevailing policy of GNIDA. In case the completion is still not done, then the allotment shall be cancelled.

# 1. Section I: Instructions to the Applicants

## 1.1. Definitions

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

1. "Authority" means the Greater Noida Industrial Development Authority (GNIDA)
2. "Authorised Bank" implies the bank that has been mentioned in the brochure by the Authority.
3. "Allotment Letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application is submitted.
4. "Allotment Money" is the amount as prescribed in the scheme brochure and is expected to be deposited by the Allottee within the given time period.
5. "Allottee/Lessee" is the person/legal entity whose application for allotment has been approved by the competent officer.
6. "Allotment Committee" is a committee constituted at the Authority for reviewing the applications whose application has been received for allotment and recommended the allotment of plots.
7. "Building Regulations" as notified by the Authority for development of land and construction of buildings.
8. "Completion Certificate" refers to the certificate issued by the Authority once the project has been completed as per the schedule given in the Data Sheet.
9. "Contract" means the Contract signed by the Parties and all the attached documents which includes General Conditions (GC), the Special Conditions (SC), and the Appendices.
10. "Day" means calendar day
11. "Functional Certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
12. "Government" means the Government of Uttar Pradesh
13. "Screening Committee" is a committee constituted at the Authority for screening /verification of the documents submitted by applicant along with applications for allotment.
14. "Net Worth" from Financial Statement, where Net worth shall be calculated as below:
  - i. In case of a Trust: Corpus fund and General Fund taken together shall be considered as Net Worth of the Trust.
  - ii. In case of a Society: Corpus fund and General Fund taken together shall be considered as Net Worth of the Society.
  - iii. Non-profit making company registered under Section 8, Companies act 2013, erstwhile known as the Section 25, Companies act 1956. Net Worth is the Paid-up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company).

- iv. In case of a Company: Net Worth is the Paid-up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company)
  - v. In case of a Partnership firm/ LLP Firm: Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets, if any.
  - vi. In case of an Individual: Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax returns with all its enclosures as submitted to Income Tax Authority, should be submitted.
  - vii.
15. "Lease Rent" is the amount paid by the Allottee/Lessee to the Lessor as rental against the property allocated to the Allottee/Lessee
  16. "Lease Deed" is a contractual agreement by which Lessor conveys a property to Allottee/Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
  17. "Lessor" refers to a person/entity who leases or rents a property to another; the owner thereof in this case is GNIDA.
  18. "Transfer Deed" refers to the Document (instrument) by which a property (herein land) is conveyed from its owner (in this case GNIDA) to its tenant.
  19. "Occupancy Certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
  20. "Premium" referred to in this document means total amount payable to the Authority for allotted land
  21. "Vocational institute" referred to a type of educational institution designed to provide vocational education, or technical skills required to complete the tasks of a particular and specific job.
  22. "Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property for a limited period.
  23. "Mutation Letter" is the letter issued by competent Authority for change of name on a property

## 1.2. Eligibility Criteria

- 1.2.1. The legal entities eligible to participate in the scheme shall be as per Table 1

*Table 1 Entities eligible to participate*

#	Category	Eligibility
1.	Nursery school/Creche/Primary School	(Only registered societies, trust, non-profitable company registered under Section 8 of Companies Act 2013, erstwhile known as Section 25, Companies act 1956, can apply)
2.	Senior/Higher Secondary School	
3.	Vocational institute	



#	Category	Eligibility
4.	Degree college/PG College/ Professional college (MBA/Engineering etc.)	
5.	Medical College (with and without hospital*)	
6.	University	
7.	Hospital	

Note: In the case of medical college with hospital, the FAR, Ground coverage and allotment rate shall be applicable according to the respective area of medical college and hospital separately, in that particular plot.

- 1.2.2. The firms and the companies shall be registered in India.
- 1.2.3. Proposed legal entities (Companies/Trusts/NGOs etc.) shall not be eligible to participate.
- 1.2.4. The Applicant shall be competent to contract.
- 1.2.5. Minimum Financial Eligibility Criteria for the applicant shall be as per Table 2.

Table 2 Minimum Financial eligibility criteria

#	Parameters	For plots up to 2000 m <sup>2</sup>	For plots more than 2000- 5000 m <sup>2</sup>	For plots more than 5000- 10000 m <sup>2</sup>	For plots more than 10,000 m <sup>2</sup>
1	<b>Minimum Net Worth</b> as on last financial year end duly certified by the applicant's statutory auditors/ chartered accountant, as per last published balance sheets.	INR 90 Lakhs	INR 1.80 crore	INR 3.60 crore	INR 7.20 crore
2	<b>Minimum Solvency</b> as per certificate not more than 6 months old from the date of application, from a nationalised/scheduled bank	INR 30 Lakhs	INR 60 Lakhs	INR 1.20 crore	INR 2.40 crore
3	<b>Minimum Total Turnover</b> for the last 3 financial years duly audited by the applicant's statutory auditors/chartered accountant as per the last published balance sheets.	INR 1.50 crore	INR 3 Crore	INR 6 Crore	INR 12 Crore

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

- 1.2.6. Any change in the name of the intending applicant after submission of the application shall not be allowed under any circumstances.
- 1.2.7. Incomplete application shall be summarily rejected.

### 1.3. How to apply

- 1.3.1. The scheme brochure can be downloaded from the Authority's website [www.greaternoidaauthority.com/Nivesh Mitra Portal](http://www.greaternoidaauthority.com/Nivesh%20Mitra%20Portal) and may be submitted online through GNIDA portal/Nivesh Mitra with online payment equivalent to fees as mentioned in the data sheet of this document.
- 1.3.2. The Applicant shall ensure availability of the following documents/information.

1. A scanned passport size photograph on web resolution. Maximum allowed size is 100x100 pixels.
2. Scanned copy of affidavit in the format depicted in the portal. Legitimate documentary proof expressing address, age, identity, and nationality of the Applicant.

1.3.3. Steps for online application shall be as per Table 3

*Table 3 Steps for online application*

#	Number of steps	Steps for application
1	Step 1:	The Applicant shall access the online Institutional Scheme Portal at “https://investgnida.in/applications/User/Institutional ApplicationForm.aspx” or the Applicant may access online Institutional portal from Greater Noida Industrial Development Authority’s official website at www.greaternoidauthority.in.
2	Step 2:	Among the active schemes displayed in the portal, Applicant shall select “Applicant category and payment plan”.
3	Step 3:	Applicant shall select preferred/selected plot size, sector. Registration money will be calculated based on plot size selected by the Applicant.
4	Step 4:	After selection of plot, the Applicant must fill basic details which shall include – photograph, identification details, bank details etc.
5	Step 5:	Before submitting the details, Applicant must agree with all the terms & condition of Scheme Brochure.
6	Step 6:	After submitting the details, Applicant will receive system generated application reference number.
7	Step 7:	Applicant shall upload requisite documents in the requested format (.pdf).
8	Step 8:	After submission of documents Applicant shall pay the Processing Fee (Non-refundable) & Registration Money (Adjustable) through online payment gateway.

1.3.4. In case of non-payment of application related fees, the application shall be rejected by the Authority.

1.3.5. The Authority may without assigning any reason withdraw the allotment process for any or all the plots at any stage.

## **1.4. Language**

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

## **1.5. Applicant’s responsibility**

1.5.1. It is assumed that before submitting the application, the Applicant has made complete and careful examination of the following:

1. The eligibility criteria and other information/requirements, as set forth in the Brochure
2. All other matters that may affect the Applicant’s performance under the terms of this scheme including all risks, costs, liabilities and contingencies

3. GNIDA shall not be liable for any mistake or error or negligence by the Applicant.

1.5.2. The plot(s) are being allotted on 'As it is where it is basis'. It is the responsibility of Applicant to do all due diligence about the location and situation of plot including personal visit to the plot(s). GNIDA will not be responsible in any manner on this account.

## **1.6. Documents required for application**

1.6.1. The documents for different entities eligible to participate shall submit the application duly signed by the Applicant. The document requirements for different entities are as following:

### **A. In case of Company (Private & Public):**

- Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
- General information of the Applicant as per Annexure No. 4.1
- Certified true copy of Memorandum & Articles of Association
- List of Directors
- List of Shareholders certified by the statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporate and the public as on date of submission.
- Board Resolution authorizing the applicant to sign on behalf of the company for making this application or equivalent Power of Attorney
- Net Worth Statement certified by the Statutory Auditors/Chartered Account of the Company as per Form 4.3
- Audited annual Financial reports for the last three (3) years i.e. 2016-2017, 2017-18, 2018-19 and 2019-20 certified by the CA
- Turnover Statement certified by CA in accordance with Annexure No. 4.2
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Form No. 4.4
- Affidavit/ Self-Declaration of Non-Defaulter of GNIDA.

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

- Attested copy of the Partnership Deed in case of Partnership firm
- Attested copy of the certificate issued by Registrar of Firm/Register of Company.
- General information of the Applicant as per Annexure No. 4.1
- Board Resolution authorizing the applicant to sign on behalf of the Partnership/ Limited Liability Partnership (LLP) for making this application or equivalent Power of Attorney.
- Turnover Statement certified by CA in accordance with Annexure No. 4.2
- Net worth Statement certified by the Statutory Auditors/Chartered Account of the Partnership firm. in accordance with Annexure No. 4.3
- Audited annual financial reports for the last three (3) years with ITR, i.e. 2016-17, 2017-18, 2018-19, & 2019-20, certified by the CA.
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4
- Affidavit/ Self-Declaration of Non-Defaulter of GNIDA

### **C. In case of Proprietorship:**

- General information of the Applicant as per Annexure No. 4.1
- Turnover Statement certified by CA in accordance with Annexure No. 4.2

- Net Worth Statement certified by the Statutory Auditors/Chartered Account of the Company as per Form 4.3
- Audited annual Financial reports for the last three (3) year i.e. 2016-2017, 2017-18, 2018-19 and 2019-20 certified by the CA.
- Solvency Certificate not more than 6 months old (from the date of application) from a nationalized/ scheduled bank in accordance with Form No. 4.4
- Affidavit/ Self-declaration of Non-Defaulter of GNIDA

**D. In case of Trust**

- Application Form as per Annexure No. 4.1
- Attested copy of the Trust Deed
- Attested copy of the certificate issued by Competent Authority
- Turnover Statement certified by CA in accordance with Annexure No. 4.2
- Details of Trustee and other members part of the Trust
- Audited annual Financial reports for the last three (3) year with ITR i.e. 2017-18 and 2018-19 & 2019-20, certified by the CA.
- Net Worth Statement certified by the Statutory Auditors/Chartered Account of the Company as per Form 4.3
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4
- Affidavit/ Self-declaration of Non-Defaulter of GNIDA

**E. In case of Society**

- General Information of the Applicant as per Annexure No. 4.1
- Attested Copy of the certificate issued by Registrar of Firm
- Turnover Statement certified by CA in accordance with Annexure No. 4.2
- Audited annual Financial reports for the last three (3) year with ITR, i.e. 2017-18 and 2018-19 & 2019-20, certified by the CA.
- Net Worth Statement certified by the Statutory Auditors/Chartered Account of the Company as per Form 4.3
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4
- Affidavit/ Self-declaration of Non-Defaulter of GNIDA

**F. In case of non-profit making company.**

- Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
- General Information of the Applicant as per Annexure No. 4.1
- Certified true copy of Memorandum & Articles of Association
- List of Directors
- List of Shareholders certified by the statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporate and the public as on date of submission of application.
- Turnover Statement certified by CA in accordance with Annexure No. 4.2
- Board Resolution authorizing the applicant to sign on behalf of the company for making this application or equivalent Power of Attorney.
- Audited annual Financial reports for the last three (3) year with ITR, i.e. 2017-18, 2018-19 and 2019-20, certified by the CA.
- Net Worth Statement certified by the Statutory Auditors/Chartered Account of the Company as per Form 4.3

- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4
- Affidavit/Self-declaration of Non-Defaulter of GNIDA

### **1.7. Extension of time limit for deposit of Allotment money**

- 1.7.1. No extension regarding time period shall be allowed for the deposit of allotment money. In case of default in payment, the allotment letter shall be cancelled, and the registration money will be forfeited by the Authority. However, in exceptional circumstances the time of deposit for the payment of amount due may be extended by the CEO or his/her authorized representative at his/her discretion.

### **1.8. Payment schedule**

- 1.8.1. **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 balance 90% of the premium amount. The 60 days will include the date of issue of Allotment letter.

- 1.8.2. **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. In such allottee shall get 2% rebate on 50% of balance premium amount which shall be adjusted in the last premium instalment.

The 50% amount shall carry interest @ State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1<sup>st</sup> July and 1<sup>st</sup> January of each year. In case of default on instalments/lease rent 3% extra on (MCLR + 1%) shall be applicable

- 1.8.3. **Option 3:** Applicant/Allottee has option to pay 40% 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 60% of the total premium of the plot in 4 years in 8 half-yearly instalments. The 60% amount shall carry interest @ State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1<sup>st</sup> July and 1<sup>st</sup> January of each year. In case of default on instalments/lease rent 3% extra on (MCLR + 1%) shall be applicable.

### **1.9. Allotment process**

- 1.9.1. The application along with the requisite documents will be scrutinized by the Screening Committee. If the applications are found to be incomplete/ information is incorrect, the authority may reject the application or may seek clarification if deemed necessary.
- 1.9.2. In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 1.9.3. After scrutiny of all applications, a list of all Eligible Applicants shall be created by the Screening Committee. The Allotment Committee shall segregate this list as per the **objective criteria** mentioned in Annexure 4.7.
- 1.9.4. In case if there is only one eligible applicant, then the said plot shall be allotted to the single eligible Applicant.
- 1.9.5. In case there are more than one Eligible Applicant for a plot, then preference shall be given to the applicant opting for onetime full payment as described in Clause 1.8.1. But if

the applicant does not make the payment within 60 days, then allotment of plot shall be cancelled, and their registration money/earnest money shall be forfeited.

*Note: If any allottee chooses one-time payment plan during allotment, they shall not change into installment plan under any circumstances in future. In case the allottee, wishes to do that then the allotment shall be cancelled by the Authority.*

- 1.9.6. Second preference shall be given to the applicant who shall opt for the payment plan as described in Clause 1.8.2.
- 1.9.7. If there are more than one applicant for one plot under one category with the same marks, then the lottery system shall be used.
- 1.9.8. There will be no correspondence on issues/grounds raised in disqualified applications.
- 1.9.9. Issue of allotment cum allocation letter: The Allottee shall be informed about the allotment via an allotment cum allocation letter with specific plot number. The Allotment letter shall be issued within approximate 30 days from the date of approval of allotment.
- 1.9.10. **Deposit of Installment/ One Time Money:** Applicant has to deposit instalment/one-time money as mentioned in data sheet.
- 1.9.11. In case the due allotment money as mentioned above is not deposited within the stipulated/extended period, the allotment of plot shall be cancelled without giving any opportunity in this regard and registration money deposited shall be forfeited.
- 1.9.12. Other conditions shall be as following:
  1. The Applicant has to give his option for the payment plan along with the Proposal as per Annexure No. 4.1.
  2. Payments can be made with any of the listed banks via or online through Authority's website "www.greaternoidaauthority.in"/ "Nivesh Mitra". Authority is the process and may soon implement end-to-end ERP system for all processes. Hence, in future only online payments will be accepted. The Allottee will have to abide by all such decisions of the GNIDA.
  3. After depositing the installment with the designated scheduled bank, the Allottee shall intimate the same to GNIDA through a written intimation along with the copy of challan of amount deposited or through an email.
  4. In case of default in payment, a penal interest @ 3% extra on State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1st July and 1st January of each year.
  5. In case of default in three consecutive instalments, 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 1.9.12 (4) above.
  6. The payment made by the Allottee/Lessee will be adjusted in following order- Firstly towards the penal interest; secondly towards interest due; thirdly towards the Lease Rent payable; then towards premium due.
  7. The Allottee/Lessee shall not claim/entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in

any case and Allottee/Lessee shall have to pay due installment along with interest on due date.

8. In case of allotment of additional land, the payment of the premium of the additional land shall be payable in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of GNIDA on the rate as applicable on the date of allotment of additional land. The rate calculated by GNIDA will be final and binding on the Allottee.

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

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

#### **1.11. Unsuccessful Applicants**

- 1.11.1. The Earnest Money of unsuccessful applicants shall be returned to them without interest. However, if the period of deposit is more than 6 months after the last date of application, simple interest @ 4% p.a. shall be paid for the period of deposit exceeding 6 months.

## **2. Section II: Special conditions**

### **2.1. Implementation and Extension**

- 2.1.1. Development Norms shall be as per the prevailing building regulations/ byelaws of GNIDA, as amended from time to time
- 2.1.2. The allottee will commence the construction after taking over physical possession of the plot as per duly approved building plan and inform in writing to GNIDA about timely completion of the approved project. The lease deed execution date shall be reckoned as the date of physical possession.
- 2.1.3. The allottee/ lessee will adhere to the schedule of construction of the building as given in data sheet.
- 2.1.4. The allottee shall be liable to complete the project as per the schedule given in the Data Sheet and shall inform the Authority in writing in the prescribed format.
- 2.1.5. Time allowed for completion: As per GNIDA, the completion of the project shall be done within initial 3 years from the date of execution of lease deed. However, in any circumstances, the completion is not done, the Allottee will be allowed extension of 24 months maximum, on payment of penalty as per prevailing policy of GNIDA. In case the completion is still not done, then the allotment shall be cancelled.

*Note: The date of execution of lease deed shall be reckoned as the date of actual physical possession.*

- 2.1.6. The allottee/lessee shall complete minimum applicable FAR according to the Building Regulations of GNIDA and obtain Completion Certificate of the project from GNIDA within the time limit as provided in the Data Sheet.
- 2.1.7. If Completion Certificate for project is not taken by the Allottee as per the schedule, then time extension charges shall be payable by the Allottee as decided by GNIDA.

### **2.2. List of Activities on the plot**

- 2.2.1. The list of activities permissible shall be activities as permitted in the Building Byelaws/Master Plan of GNIDA, as amended from time to time.

### **2.3. Functional Certificate**

- 2.3.1. It will be essential to obtain Functional Certificate from GNIDA within 6 months from the issue of Completion Certificate. Following documents are required to be submitted to obtain Functional Certificate:
  1. Completion/Occupancy Certificate.
  2. No dues certificate.
  3. Copy of affiliation certificate.
  4. Proof of Institutional building being functional with copy such as – electricity bill, water supply bill, student enrollment register, attendance register of employees, etc.
  5. CEO or its authorized officer may ask any other document for satisfaction that Institute is functional.
- 2.3.2. In case of failure to obtain Functional Certificate by the Allottee/ Lessee, as per the prevailing policy the Allottee shall be required to pay penalty @4% of the total premium per year (calculated on monthly pro-rata basis), from the date of six months expiration of



CC/OC maximum up to 3 years. Post this period, the plot shall be cancelled. The date of issue of functional certificate will be the date of submission of application for issue of Functional Certificate along with documents as mentioned in 2.3.1.

- 2.3.3. In case of non- adherence to the aforementioned schedule for obtaining Functional Certificate from GNIDA, the plot shall be cancelled and/or lease shall be determined. On such cancellation/ determination, 20% of the premium along with applicable GST will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no right of claim or compensation thereof. The balance amount deposited in premium shall be refunded without any interest.

### 3. Section III: General terms and conditions

#### 3.1. Execution of Lease Deed

- 3.1.1. The Allottee will be required to execute the lease deed of the plot within 30 days from the date of issue of check list by depositing payment of at least 40% of the premium amount. In case of failure to do so, the allotment of plot shall be liable for cancellation. On the date of execution of lease deed, there shall not be any outstanding dues by the Allottee.
- 3.1.2. The Allottee will be required to execute the lease deed of the plot within 30 days from the date of issue of check list which shall be issued immediately after the confirmation of receipt of allotment letter. In case of failure to do so, the allotment of plot may be cancelled and 20% of the premium of the plot or total deposited amount whichever is less, along with charges, interest and any other penalties may be forfeited.
- 3.1.3. However, in exceptional circumstances, the extension of time for the execution of the lease deed and taking over possession may be permitted as per the prevailing policy of the Authority at the time of submission of extension request letter by the Allottee and after payment of prescribed fees. As per the prevailing policy of the Authority for reference of the applicant. Penalty is equivalent of the one-year lease rent of the plot for one year.
- 3.1.4. Extension of time and applicable penalties/fees/charges shall be calculated from the date of execution of lease deed.
- 3.1.5. **Documentation charges:** The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the Allottee, who will also pay the stamp duty levied on transfer of Immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf.
- 3.1.6. **Period of Lease:** 90 years from the date of execution of Lease Deed.

#### 3.2. Lease Rent

- 3.2.1. In addition to the premium of plot, the Lessee shall have to pay yearly Lease Rent in the manner given below.
  1. The lease rent shall 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 (10) years from the date of execution of the lease deed, the lease rent shall be automatically increased by @50% of 2.5% i.e. 3.75% 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 @ 3% extra on State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1st July and 1st January of each year.
  5. The allottee/lessee has the option to pay one-time lease rent equivalent to 11 years lease rent (i.e. 11 years x prevailing annual lease rent at the time of application) unless the Authority decides to withdraw this facility. On payment

of one-time lease rent, no further annual lease rent shall 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 annual lease rent already paid shall not be considered for adjustment in the amount payable towards one-time lease rent.

### **3.3. Location Charges**

3.3.1. Location charges shall be payable by the Allottee / Lessee before execution of lease deed in lumpsum.

1. For corner plots - 5% of the total premium of plot.
2. For plots park facing /green belt - 5% of the total premium of plot.
3. For plots facing 45m wide or above sized roads - 5% of the total premium of plot.

Note: -

- *Only applicable to plot with area less than 15 Acres.*
- *If one of above criteria is applicable, then location charges will be charges only 5%*
- *If two or three of above criteria are applicable, then location charges will be charges*

### **3.4. Variation in Area**

3.4.1. The Area of the plots stated in the Brochure is approximate. The applicant whose proposal is accepted, shall have to accept any variation, up to 10% either way in the area of the plot, for which the proposal has been offered. The premium of the plot will accordingly be calculated due to such variation in the area.

3.4.2. If the variation is more than 10%, on choice offered by GNIDA, the Applicant will have the option to accept or reject the allotment. If not accepted by the Applicant, GNIDA will either give a similar plot in the same sector or return the money deposited by Applicant without any interest.

### **3.5. As is where basis/ Lease period**

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

### **3.6. Special provisions for Schools**

3.6.1. Following special provisions as amended from time to time shall be applicable for schools:

1. The Allottee shall ensure that 20% students from farmer's family shall be admitted in the inception classes on the basis of eligibility and nominated by the CEO/nominee of the Lessor. The fees concession for such students shall be 25% of the gross fees every year.
2. Besides the provisions in clause (1) above, two Economically weaker section (EWS) students in each year shall be admitted on recommendation of the District

Magistrate, Gautam Budh Nagar. The fees concession for such students shall be 50% of the gross fees every year.

3. In case a student from a farmer family drops or leaves the school in mid-session then that vacancy will be filled only on recommendation by the CEO/his nominee of the lessor only. The schools will intimate such vacancies as soon as it occurs so that recommendation by the CEO/his nominee is accorded.
4. The schools will provide a column in its admission form to recognize such students which will be filled on the basis of the certificate issued by the Authority to the effect.

*Note: This is to clarify that "farmer" means a person whose land is acquired by the Authority.*

### **3.7. Special provisions for Hospitals**

3.7.1. Following special provisions as amended from time to time shall be applicable for hospitals:

1. The Allottee of a hospital shall arrange to provide a daily OPD for at least two hours in morning and two hours in evening. The facility shall be provided free of cost by the Allottee hospital.
2. The Allottee shall reserve at least 10% of the beds for the EWS and the patient occupying these beds shall not pay any charged for bed, consultation and operation theatre. In addition, 15% beds shall be reserved for EWS of Greater Noida area and they shall be asked to pay only 50% of the normal charges of bed, consultancy and OT.
3. The Allottee shall provide emergency facility of all nature, round the clock.
4. The Allottee shall have the facility of adequate disposal of dressing and other waste material and the same shall be done to the satisfaction of Statutory bodies of Central/State government.

### **3.8. Surrender**

3.8.1. Surrender of plots may be allowed by GNIDA as per the prevailing policy of GNIDA.

3.8.2. The Allottee can surrender the plot before cancellation to the lessor/CEO of the Authority as per following conditions:

1. Up to 30 days from the date of issuance of allotment letter, 5% of the premium (50% of the application money) shall be deducted.
2. Beyond 30 days but before execution of lease deed 10% of the total premium or the amount deposited up to the date of surrender, whichever is the less, shall be forfeited. The balance if any shall be refunded without interest.
3. After the execution of lease deed, deductions shall be made as per prevailing policy of GNIDA (if any policy exists) on date of surrender application. Present policy provides no surrender shall be entertained after the execution of lease deed.

*Note: The date of surrender in above case shall be the date on which application is received by the Authority on online portal or by email. No subsequent claim based on postal certificate will be entertained.*

### **3.9. Change in constitution**

- 3.9.1. Change in Constitution (CIC) may be allowed by GNIDA only as per the prevailing policy of the Authority at the time of submission of CIC request letter by the Allottee and after payment of prescribed fees/charges.
- 3.9.2. In case of change in constitution of the Allottee, 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.

### **3.10. Change in Shareholding**

- 3.10.1. Change in Shareholding (CIS) may be allowed by the GNIDA only as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Allottee and after payment of the prescribed Fees/charges.
- 3.10.2. In case of change in shareholding of the allottee, 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.

### **3.11. Transfer of Plot**

- 3.11.1. Transfer of plot may be allowed by the GNIDA only to an eligible candidate as per the prevailing policy of the Authority at the time of submission of transfer request letter by the allottee and after payment of prescribed fees/charges.
- 3.11.2. Allottee has to make the unit functional before making the transfer application.

*Note: As per current policy, transfer of the plot is allowed only after completion and issue of Functional Certificate.*

### **3.12. Change in project/ addition of new subjects /courses**

Change in project/ addition of new subjects /courses shall be as per the prevailing policy of GNIDA after payment of applicable fees and charges associated with difference in allotment rate of two projects along with interest etc. Currently, GNIDA has allowed certain changes as per office circular dated 19-7-2018 and dated 24-06-2019 so these shall be permitted as per prevailing policy.

### **3.13. Role of GNIDA as per IBC 2016**

- 3.13.1. Under the provisions of Insolvency and Bankruptcy Code (IBC) 2016, GNIDA shall be treated a secured financial creditor and the lease deed executed shall be a capital financial lease deed.
- 3.13.2. Under the circumstances, where the Allottee is declared Bankrupt and the liquidation process through Corporate Insolvency Resolution Process (CIRP) begins, GNIDA shall be treated as secure financial creditor and the dues (including penalties) of the Allottee shall be recovered through this procedure, treating GNIDA as a secured financial creditor.
- 3.13.3. If the plot is cancelled by GNIDA due to any reason and plot has not been re-stored (if any) before date of initiation of proceedings. In such case the plot shall not be the part of Allottee.

### **3.14. Maintenance**

- 3.14.1. The Allottee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the Competent Authority in this regard.
- 3.14.2. Lessee shall keep the premises and buildings in a good state with substantial repairs and in a good sanitary condition to the satisfaction of the lessor.
- 3.14.3. The available facilities as well as the surroundings shall be neat and clean and in good health and safe condition to the convenience of the inhabitants of the place.
- 3.14.4. 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 Area Development Act 1976 and rules made therein.
- 3.14.5. In case of non-compliance of the terms and conditions mentioned in Clause 3.14.4, 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.
- 3.14.6. If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work shall be carried out by the Authority and all the expenses incurred in carrying out such works will be borne by the Allottee
- 3.14.7. The Allottee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
- 3.14.8. 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. All directions as per prevailing policy of GNIDA will always have to be followed.

### **3.15. Mortgage**

- 3.15.1. Mortgage permission may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Mortgage permission request letter by the Allottee and after payment of prescribed fees/charges. GNIDA can refuse Mortgage permission in case of any default.
- 3.15.2. As per the mortgage permission issued by GNIDA, GNIDA will always hold the first charge and will remain Secure Financial Creditor as per definitions of IBC 2016.

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

- 3.16.1. The Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot without written permission from GNIDA as per prevailing policy of GNIDA. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority without any payment.
- 3.16.2. The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.

- 3.16.3. If the Lessee/Sub-Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by GNIDA in this regard.

### **3.17. Liability to Pay Taxes**

- 3.17.1. 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.

### **3.18. Overriding Power over Dormant Properties**

- 3.18.1. The lessor reserves the right to all mines, minerals, coals, washing gold's, 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 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.

### **3.19. Cancellation**

- 3.19.1. Cancellation of plots shall be done by GNIDA as per the prevailing policy of GNIDA. The current prevailing policy for the reference of the Application is as follows:
1. In addition to the other specific clauses relating to cancellation/determination, GNIDA/the lessor, will be free to exercise its right of cancellation/determination of the allotment/lease of this institutional plot in case of the following-
    - i. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
    - ii. Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
    - iii. In case of default on the part of the applicant/Allottee of any breach/violation of the terms and conditions of the registration, allotment, lease rent and/or non-deposit of the allotment amount, instalments or any other dues.
  2. If the allotment is cancelled on the grounds mentioned in para (i) above, the entire amount deposited by the Allottee, Lessee till the date of cancellation/determination, shall be forfeited by GNIDA and no claim, whatsoever, shall be entertained in this regard.
  3. If the allotment is cancelled on the grounds mentioned in paras (ii) or (iii) above necessary deduction and forfeitures will be made as per prevailing policy of GNIDA. Present policy is that, 20% of the total premium or the amount deposited up to the date of cancellation, whichever is the least shall be forfeited and the amount deposited against lease rent/interest on lease rent and against revenue nature income shall be forfeited and not to be refunded

and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

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

### **3.20. Restoration**

3.20.1. GNIDA can exercise cancellation of plots for breach of terms and conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of GNIDA can restore the plots. The restoration will be subject to the following conditions:

1. The application of restoration of plots shall be made within 60 days from the date of cancellation.
2. The decision about the restoration application of the plots shall be taken within a period of 6 months after the date of cancellation.
3. The Allottee shall have to pay restoration charges @10% of the total premium of the plot at prevailing rate (on date of restoration application).
4. The Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable.
5. The Allottee has to pay time extension charges as per terms of allotment / lease.
6. The allottee has to submit Performance Bank Guarantee (PBG) of timeline given in schedule, which shall be valid for a duration of 3 months more than the project implementation schedule and the value of PBG will be 10% of the prevailing price of the plots.
7. All legal expenses shall be borne by the Allottee.
8. The cancelled plot is not already allotted to another developer.
9. In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized/non-permissible activities in future and closure/removal of illegal/unauthorized/non-permissible activities.
10. In case of restoration in prepossession cases, the Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

### **3.21. Amalgamation/Sub-division**

3.21.1. Amalgamation/ Sub-division shall be not allowed under any circumstances.

### **3.22. Other Clauses**

- 3.22.1. 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 decide.
- 3.22.2. 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.



- 3.22.3. 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.
- 3.22.4. The Allottee shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (UP. Act no. 6 of 1976) and rules and/or regulations or directions issued, under this act.
- 3.22.5. GNIDA shall monitor the implementation of the project. Those applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- 3.22.6. All arrears due to the lessor are recoverable as arrears of land revenue.
- 3.22.7. Any dispute between the Authority/Lessor and Allottee/Lessee/ Sub-lease shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court. All disputes shall be referred to arbitration before an arbitral tribunal constituted by GNIDA. The seat of arbitration shall be Gautam Buddha Nagar and the language of arbitration shall be English.
- 3.22.8. The Lessor/Authority reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee/Lessee.
- 3.22.9. In case of increase in the compensation/ex-gratia to farmers by the order of Court/Govt./Authority or otherwise, the increased amount shall be payable by the Allottee/Lessee of the Land.
- 3.22.10. In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of GNIDA shall be final and binding on the Allottee/Lessee and his/ her/their successor.
- 3.22.11. Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the allottee. Necessary approvals shall be obtained from the competent authority by the allottee.
- 3.22.12. In case a link road comes anywhere in the plot area, it shall be managed by the Allottee/Lessee till an alternate arrangement is made by GNIDA.
- 3.22.13. GNIDA in larger public interest has the authority to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of GNIDA shall be final and binding on the Allottee/Lessee.
- 3.22.14. The Allottee/Lessee shall have to make sufficient provision of parking in the plot itself as per the prevailing policy.

## 4. Annexures – Forms

### 4.1. Application Form

The Chief Executive Officer,  
Greater Noida Industrial Development Authority,  
Plot No. 1, Knowledge Park-IV  
Greater Noida City, Distt. Gautambudh Nagar,  
(U.P.) – 201308

PASTE YOUR  
RECENT  
PASSPORT SIZE  
PHOTO HERE

Sir/Madam,

We hereby submit our application form for

- Plot no-----
- Sector name-----
- Area-----
- establish \_\_\_\_\_

\_\_\_\_\_ on an area of \_\_\_\_\_ sq. mtr. in which the following institute  
be established: -

- Vocational Institute
- Degree/Postgraduate/Professional College
- Senior/Higher Secondary School
- Nursery School/Creche/Primary School
- Hospital
- University
- Medical College (With or without hospital)

We hereby agree to pay allotment money/installments/lease rent etc. as per payment plan hereinafter mentioned in these terms and conditions. This rate is subject to revision. If the rate is revised the new rate will be applicable for allotment on the date of issue of Allotment Letter.

The applicant shall make online payment of the processing fee of Rs. 5000/- + 18% GST towards nonrefundable / nonadjustable. And registration money equivalent to 10% to total premium of the plot.

- 1) RTGS/ Online Payments \_\_\_\_\_ dated \_\_\_\_\_ for Rs. 5900/- drawn on \_\_\_\_\_ towards non-refundable/ non-adjustable processing fees.
- 2) RTGS/ Online Payments \_\_\_\_\_ dated \_\_\_\_\_ for 10% to the total premium of the plot drawn on \_\_\_\_\_ towards registration money.
- 3) Certificate of authorization in favor of Shri/Smt./Ms.

\_\_\_\_\_ S/o/D/o  
\_\_\_\_\_ who is signing as (*status*) \_\_\_\_\_ on behalf M/s  
\_\_\_\_\_ (*Name of*

the Applicant ) constituted/registered under \_\_\_\_\_

\_\_\_\_\_ (please mention Act of Government of India / State Government)

- 4) Project/proposal details along with schedule of project implementation for which this application is being submitted.
- 5) This entire document, including all terms and conditions is enclosed herewith which will be duly signed by the authorized signatory upon submission as acceptance of the terms and conditions of the allotment of land.
- 6) The other statutory documents are enclosed:

Sr. No.	Description	Enclosed "Yes" not Enclosed "No"	At page No.
1.	Background of the Promoters		
2.	Audited balance sheet of 2016-17, 2017-18, 2018-19 & 2019-20 to be signed by applicant and certified by CA.		
3.	Financial statement of turnover to be signed by applicant and certified by CA (as per Form 4.2).		
4.	Financial statement of Net Worth as on 31-03-2019/31-03-2020 to be signed by applicant and certified by CA (as per Form 4.3).		
5.	Solvency Certificate from any nationalized / schedule Bank (Form-4.4).		
6.	Photocopy of certificate of incorporation/ registration, memorandum & article of association of the company of rules & regulations of society/trust/partnership deed/firm (to be signed by applicant).		
7.	Affidavit of the applicant certifying that all the statements made in application/ annexures are true and correct (Form 4.5)		
8.	List of the Directors and their respective equity shareholding. (If applicable)		
9.	Project Report		

- 7) Refund Account Details (For the purpose of refund of registration money of unsuccessful applicants)

Name of Bank & Branch \_\_\_\_\_

Bank Account No. \_\_\_\_\_

IFS code. \_\_\_\_\_

- 8) Payment Option Opted for: \_\_\_\_\_

Date: \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature of Authorized signatory

Stamp of Applicant with name & designation

## 4.2. Financial Statement of Turnover

Name of Applicant -----  
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<b>Sr. No.</b>	<b>Description</b>	<b>2017-18 (as per audited balance sheet)</b>	<b>2018-19 (as per audited balance sheet)</b>	<b>2019-20 (as per audited balance sheet)</b>
1.	Turnover of the Applicant & relevant members as per the last audited annual accounts.			

Signature of Authorised signatory

Stamp of applicant with name

And Status

Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s .....

....., Chartered Accountants/Statutory Auditors, certify that the above information is correct.

Signature and Seal of Chartered  
Accountants/Statutory Auditors  
Membership No.

Signature of Authorized signatory  
Stamp of applicant with name and Status

### 4.3. Financial Statement of Net Worth

Name of Applicant -----  
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Sr. No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on latest Financial Year ending of the Applicant as per audited annual accounts.		

Signature of Authorised signatory

Stamp of applicant with name

And Status

Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s

....., Chartered Accountants/Statutory Auditors, for the applicant having Net Worth Rs.....certify that the above information is correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

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

#### 4.4. Solvency Certificate

(to be furnished on issuing Bank's Letter head along with stamp / seal of the authorized signatory)

This is to certify that M/s \_\_\_\_\_ maintaining  
Current Account / Saving Bank Account / FDR / Other Deposit Account Nos  
\_\_\_\_\_ with us, having  
liquidity of Rs. \_\_\_\_\_ as on \_\_\_\_\_.

Name of Officer with designation

(with rubber stamp)

Note:

- Separate certificate for each company / firm / society / trust / individual to be submitted.
- Solvency Certificate should not be more than 6 months old from the date of submission of application.

#### 4.5. Format for Affidavit

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

Ref.: Application of Institutional Plot in Greater Noida Industrial Development Authority Area.

1. I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexures & Formats, are true and correct and nothing has been concealed.
2. The undersigned also hereby certifies that neither our Company/LLP/Proprietorship/ Partnership Firm M/s \_\_\_\_\_ nor any of its director/constituent partners have been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the submitting Application for any project.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by GNIDA to verify this statement or regarding my (our) competence and general reputation.

Signature of Authorized signatory

Stamp of applicant with name

and Status/ designation



**4.6. Project Report**

Name of Applicant -----  
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Certificate of the Chartered Accountant/Statutory Auditor

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

Signature & Seal of Statutory  
Auditors / Chartered Accountant  
Membership No.

#### 4.7. Checklist for Objective Criteria

Sr. No.	Criteria	Sub-criteria	Points	Applicants Response along with Ref. Page No. of Application as Proof
1	Net Worth		Max 20	
2	Turnover		Max 15	
3	Financial Strength	Self-funded (100%)	Max 25	
		Self-funded & Bank Loan (50:50%)	15	
		Self-funded & Bank Loan (40:60%)	10	
4	Technical Experience	More than 10 years of experience	Max 20	
		More than 5 years and up to 10 years	15	
		Up to 5 years of experience	10	
		No Experience	5	
6	Project plan	Presentation and Interview of the Project Plan in front of allotment committee	Max 20	Not to be filled by Applicant

Note:

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