

GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF IT/ITES PLOTS

B-1 Area

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation. If such variation is within 10% limits, no change in location or surrender shall be allowed. However, if such variation is more than 10%, allottee shall have the option of surrendering the allotment and take back entire money deposited by him / her without any interest.

In case if the area of the plot increase by 10% of the total allotted area then the premium upto 10% increased area will be calculated on the basis of rate applicable at the time of allotment, and the premium for the area increased above 10% will be calculated on the basis of rates applicable at the time when the lease plan is made available.

B-2 Unsuccessful Applicants

The Registration money of the unsuccessful applicants will be returned without interest after rejection of application.

B-3 Surrender

The allottee can surrender the plot before cancellation to the lessor/CEO of the authority -

- (i) Upto 15 days from the date of issuance of Allotment Letter, no deductions shall be made.
- (ii) From 16 to 30 days from the date of issuance of Allotment Letter, 10% of registration money shall be deducted.
- (iii) Beyond 30 days but before execution of lease deed 10% of the total premium or the amount deposited upto the date of surrender, whichever is the less, shall be forfeited.
The balance if any shall be refunded without interest.
- (iv) 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 at the Authority's office. No subsequent claim on the basis of postal certificate will be entertained.

B-4 Maintenance

1. The allottee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent authority in this regard.
2. That the lessee will keep the demised premises and buildings
 - (i). At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.
 - (ii). And the available facilities as well as the surroundings be neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
3. That the lessee shall abide by all Regulations, Building Bye laws and Directions of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and / or expedient.

5. If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses incurred in carrying out such works will be borne by the allottee.
6. That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
7. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.

B-5 Mortgage

The allottee / lessee may, with the prior written consent of the lessor, mortgage the land/building to any Government recognised institution for raising loan for the purpose of funding the project, after execution of lease deed, and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged or charged property by the mortgagee, the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said land as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.

Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid. The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency court.

B-6 Misuse, Additions, Alterations etc.

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

B-7 Liability to Pay Taxes

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

B-8 Overriding Power over Dormant Properties

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

B-9 Cancellation

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

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

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

B-14 Other Clauses

- 1 The lessor reserves the right to make such decision/alterations/modification in the terms and conditions of registration / allotment / lease from time to time, as lessor may consider just or expedient.
- 2 In case of any clarification or interpretation regarding these terms and conditions the decision of the lessor shall be final and binding on the applicant allottee/lessee.
- 3 If due to any "force-majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of allotted plot, entire registration money or the deposits, depending on stage of allotment will be refunded without interest.
- 4 The registration/allotment/lease will be governed by the provision of the U.P. Industrial Area Development Act 1976 (U.P. Act no. 6 of 1976) and rules and/or regulations made or directions issued, under this act.
- 5 The Authority will monitor the implementation of the project. Those applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
6. All arrears due to the lessor are recoverable as arrears of land revenue.
7. Any dispute between the Authority / Lessor and Allottee / Lessee/ Sub-leasee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court.
8. Apart from above clauses, the conditions of the IT Policy (whichever is applicable and amended from time to time) will from the part of this brochure and applicable on allottee/lessee.

B-15 Availability of plots for allotment

List of available plots for allotment are displayed on the Notice Board of the Authority. Number of plots may increase or decrease depending on the availability of land. CEO reserves the right to withdraw any plot for the allotment process at any time, without assigning any reason.

FINANCIAL STATEMENT OF TURNOVER

S.No.	Description	2005-06 (as per audited balance sheet)	2006-07 (as per audited balance sheet)	2007-08 (as per unaudited balance sheet)
1.	Turnover of a) Sole Applicant b) Its holding company c) Its subsidiary companies			
	Total (a+b+c)			
2.	Turnover of a) Leader of Joint Venture / Consortium b) Relevant members of the Joint Venture / Consortium c) Holding Companies of Leader/Relevant members d) Subsidiaries of Leader/Relevant members			
	Total (a+b+c+d)			

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

Certificate of Statutory Auditors / Chartered Accountant

Based on the Audited balance sheet 2005-06 and 2006-07 and unaudited balance sheet of 2007-08 & other relevant documents, we, M/s _____

_____, the Statutory
Auditors and/or Chartered Accountants for M/s _____

(name of the applicant company, its holding company and its subsidiary company/the leader/ relevant member of the consortium, holding company and subsidiary companies of leader/relevant member of consortium, /applicant society, trust or firm) having turnover Rupees _____ certify that the above information is correct.

Signature & Seal of Statutory Auditors / Chartered Accountant

Membership No. _____

FINANCIAL STATEMENT OF NET WORTH

S. No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2008 a) Sole Applicant b) Its holding company c) Its subsidiary companies		
	Total (a+b+c)		
2.	Net worth as on 31.3.2008 a) Leader of Joint Venture / Consortium b) Relevant members of the Joint Venture / Consortium c) Holding Companies of Leader/Relevant members d) Subsidiaries of Leader/ Relevant members		
	Total (a+b+c+d)		

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

Certificate of Statutory Auditors / Chartered Accountant

Based on the balance sheet & other relevant documents, we, M/s _____
_____, the Statutory Auditors and/or
Chartered Accountants for M/s _____

(name of the applicant company, its holding company and its subsidiary company/the leader/ relevant member of the consortium, holding company and subsidiary companies of leader/relevant member of consortium, /applicant society, trust or firm) having net worth Rupees _____ certify that the above information is correct.

Signature & Seal of Statutory Auditors / Chartered Accountant

Membership No. _____

LIQUIDITY CERTIFICATE

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

Name of Officer with designation
(with rubber stamp)

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

FORMAT FOR AFFIDAVIT

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

Ref.: Application of IT/ITES Plot in Greater Noida Industrial Development Area.

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

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

FORMAT FOR MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE / CONSORTIUM

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

The Memorandum of Understanding (MOU) entered into this _____ day of _____
200_____ at _____.

Among _____ (hereinafter referred as
_____) and having office at _____

India party of first part

And _____ (hereinafter referred
as _____) and having office at _____

India party of second part

And _____ (hereinafter referred as
_____) and having office at _____ India

party of third part

And _____ (hereinafter referred
as _____) and having office at _____

India party of fourth part

The parties are individually referred to as **party** and collectively as **parties**.

WHEREAS the Greater Noida Industrial Development Authority has invited applications from interested parties for Institutional plot(s).

AND WHEREAS the **Parties** have had discussions for formation of a Joint Venture / Consortium for applying for the said **IT/ITES Plot** and have reached an understanding on the following points with respect to the party's right and obligations towards each other and their working relationship.

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

1. That the Parties will form a Special Purpose Company (SPC) with the shareholding commitments expressly stated.
2. That M/s _____ who is the lead Member of the Joint Venture / Consortium, commits to hold a minimum equity stake equal to 26% of the aggregate shareholding of the Joint Venture / Consortium in the SPC at all times during the period of completion of project. Each Relevant Equity Member of Joint Venture / Consortium shall also

maintain their respective shareholding of the aggregate share holding of the Joint Venture / Consortium in SPC at all times during the period of completion of project and no change in shareholding structure of Joint Venture/Consortium may be permitted except with the permission of GNIDA.

3. That the shareholding commitments shall be recorded in the Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the **Documents** and the Agreement.
4. That the **Parties** shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Agreement.
5. That the **Parties** affirm that they shall implement the project in good faith and shall take all necessary steps to see the execution of the said development expeditiously.
6. That this MoU shall be governed in accordance with the laws of India and courts in India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

..... (Party of the first part) (Party of the second part) (Party of the third part) (Party of the fourth part)
---------------------------------------	--	---------------------------------------	--

Witness

1. _____

2. _____

3. _____

4. _____



SCHEDULE-I

Elements of I.T. industries and I.T. enabled services (Project and facilities).

- High quality "ready to move" aesthetic work space.
- Un-interrupted power supply
- High speed data communication services including leased line connectivity and optic fiber backbone network.
- Centralised Air-conditioning.
- Ample parking.
- Export facilitation I.T. infrastructure.

SCHEDULE-II

Definition of commercial and non-commercial covered space in the context of an I.T. Industries and IT enabled services.

Commercial areas:

Any space that is utilised for the following purposes would be considered as commercial space:

- Shops
- Areas for storage, display and sale of merchandise
- Cinema Halls
- Hotels
- Restaurants
- Open eating kiosks

Residential areas:

Any space that is utilized for the following purposes would be considered as residential space:

- Residential uses
- Hostel
- Guest House
- Staff Quarter

Institutional Facilities:

1. Waiting and transit areas
2. Areas designated for public utilities i.e.
3. Travel Services
4. Telephone exchange
5. Electric sub station.
6. Water works.
7. Export related facilities.
8. Canteen.
9. Shop restaurant (Maximum 2% of FAR)
10. Creche & day care centre.
11. Operations and maintenance by specialized agencies.
12. Training center and library.
13. Health club for users/residents of IT industries and IT enabled services.
14. Games/entertainment room for users/residents of IT industries and IT enabled services.
15. Banking and financial services.
16. Business center/conference facilities.

Greater Noida Industrial Development Authority
SUMMARY OF EXPERIENCE IN REAL ESTATE INCLUDING
I.T. PROJECTS (BUILDERS / DEVELOPERS)

Name of Company/Lead Member of the Consortium: _____

(a) Details of projects completed

Sl. No.	Name of Building/ Project completed	Type of the Project	Floor area (sq.m.)	Cost of the project (Rs. Cr.)	Month & Year of completion of the project	Promoted & executed by Self/by Subsidiary Company/by Holding Company
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
Total floor area completed						

(b) Details of projects under development

Sl. No.	Name of Building/ Project under development	Type of the Project	Floor area (sq.m.)	Cost of the project (Rs. in Cr.)	Month & Year of expected completion of the project	Promoted & executed by Self/by Subsidiary Company/by Holding Company
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
Total floor area completed						

Notes:

- In case of a Consortium, the above information shall be furnished in respect of the Lead Member only.
- Attach Occupancy Certificates, separately for each of the projects completed, issued by the competent statutory authority(ies).
- In case of the building/projects under development, attach copies of the sanctioned building plans by the competent statutory authority(ies) and the title documents of the relevant land under the buildings/projects in favour of the company and/or subsidiary company and / or holding company duly certified by the competent statutory authority.
- The experience of the subsidiary company and/or holding company shall be added only in those cases where the holding company has atleast 51% equity share holding in the subsidiary company and the floor area added on this account to the experience of the company would be only equivalent to that percentage of the floor area developed by the subsidiary company and/or the holding company as is the percentage of the equity share holding of the holding company.
- In the absence of requisite details/certificates issued by the competent statutory authority(ies), the information would be considered incomplete/inadequate and this may lead to the exclusion of such buildings/project(s), while calculating the experience of the company and deciding its eligibility.

Stamp & Signature(s)
of the Statutory Auditor/
C.A. of the company

-----Signatures-----
(Name & designation of the
Authorised Signatory)
For and on behalf of
(Name of the company)

Place: _____

Date: _____

RATE OF ALLOTMENT

S.No.	Category	Land Rate (per sq.m.)
1.	Upto 4000 sqm	6000
2.	Addition to 4000 sqm to 8000 sqm	3700
3.	Addition to 8000 sqm to 20000 sqm	3000
4.	Addition to 20000 sqm to 40000 sqm	2800
5.	Addition to 40000 sqm to 80000 sqm	2400
6.	Above 80000 sqm.	2200

Rebate of 25% shall be given on the rates mentioned above for mega projects having investment of more than 50 crores as defined in para 10.6 (iii) of I. T. Policy, 2004 of U.P. Government.

Sr.No.	Area	Total premium as per rate list	Registration money (10% of the premium)
1.	20000 sqm	74800000	7480000
2.	40000 sqm	130800000	13080000
3.	60000 sqm	178800000	17880000
4.	80000 sqm	226800000	22680000
5.	100000 sqm	270800000	27080000



Greater Noida Industrial Development Authority

169, Chitvan Estate, Sector- Gamma-II, Greater Noida City

CORRIGENDUM

With reference to the **OPEN ENDED IT Plots Scheme 2008-09** launched on **19.05.08**, the following amendment is being notified for general information:

For experience in the field of Development of Real Estate, instead of certificate as prescribed at annexure-6 of the brochure, the certificate of Chartered Accountant certifying turnover for development of real estate for the last 3 accounting years shall be sufficient and acceptable. It is further clarified that the said experience of real estate shall not be mandatory but preference shall be given to those applicants who have such experience.

Other terms & condition of the scheme shall remain unchanged.

Deputy Chief Executive Officer

(To be submitted in Duplicate)

Form SI.No.:

Application for establishment of Information Technology Industries & Information Technology Enabled Services

The Chief Executive Officer,
Greater Noida Industrial Development Authority,
169, Chitvan Estate, Sector Gamma-I,
Greater Noida 201308

Photograph of
Authorised
Signatory Duly
Attested by
Bank Manager

Sir/Madam,

We hereby submit our application form for allotment of plot to establish _____

_____ on an area of _____ sq. mtr. approx. in Institutional Area of Greater Noida. We hereby agree to pay allotment money / instalments / lease rent etc. as per payment plan hereinafter mentioned in the special terms and conditions (Rate List / premium of allotment is enclosed as Appendix-2).

We are enclosing herewith the following documents

- a) Bank Draft No. _____ dated _____ for Rs. _____ drawn on _____ towards the registration money (10% of total premium).
- b) Bank Draft No. _____ dt. _____ for Rs. 25000/- Drawn on _____ towards non-refundable / non-adjustable processing fees.
- c) Board Resolution / Certificate of authorization in favour of Shri / Smt. _____ S/o / D/o , W/o _____ as (status) _____ which is on behalf of the applicant / Society / Trust / Company / Firm / Registered Partnership firm i.e. M/s _____ constituted under _____ Act of _____ Government of India / State Government i.e. _____.
- d) Terms and conditions (Appendix-1) of the above registration duly signed as a token of acceptance of the terms and conditions of the allotment of IT/ITES land.
- e) The following documents duly signed by applicant and certified by C.A. / Architect are also enclosed.

Sl. No.	Description	Enclosed "Yes" not Enclosed "No"	At page No.
1.	Project Report (to be signed by applicant & certified by CA)		
2.	Background of the promoters		
3.	Feasibility report of the proposed project to be signed by applicant and certified by CA.		
4.	Land required, depicting the land use pattern, construction plan & schedule of implementation to be signed by applicant and certified by Architect.		
5.	Three years projected cashflow, depicting sources of inflows for the project, to be signed by applicant and certified by CA.		
6.	Audited balance sheet of 2005-06, 2006-07 & unaudited balance sheet of 2007-08 to be signed by applicant and certified by CA. In case of a Consortium, the above mentioned balance sheet of each relevant member of the consortium shall be submitted.		
7.	Financial statement of turnover of 2005-06, 2006-07 & 2007-08 to be signed by applicant and certified by CA (Annexure-1).		
8.	Financial statement of Networth as on 31-03-2008 to be signed by applicant and certified by CA (Annexure-2).		
9.	Liquidity certificate from any nationalized / schedule Bank (Annexure-3). Photocopy of listed company's shares / NSC / Bonds / FDR are also be attached. In case of loan from friends/relatives, documentary evidence of available funds of the friends/relatives subject to maximum of 25% of promoter's contribution.		
10.	Photocopy of certificate of incorporation/ registration, memorandum & article of association of the company of rules & regulations of society/trust/partnership deed/ firm (to be signed by applicant and certified by CA).		
11.	Affidavit of the applicant certifying that all the statements made in application/ annexures are true and correct (Annexure-4). S		
12.	In case of consortium / joint venture, MOU duly attested by Notary Public (Annexure-5).		
13.	List of the Directors and their respective equity shareholding.		
14.	List of shareholders. In case the numbers are large, list should contain details of major shareholders i.e. that of the promoters, the institutions, the corporate and the public.		
15.	Proposed total investment in the project and year wise phasing.		
16.	Certificate for relevant experience in the field of core IT Sector and/or experience in the field of Development of Real Estate (Annexure-6).		

f) Refund Account details (for the purpose of registration money of unsuccessful applicants).

Name of Bank and Branch _____

Bank Account No. _____

Date _____

Address of Applicant _____

Phone _____ Fax _____

E-mail _____

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

SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT OF IT/ITES PLOTS

A-1. HOW TO APPLY

1. The prescribed Application form for allotment of plots of above categories can be obtained from (1) Allahabad Bank, Sector-10, Noida, (ii) HDFC Bank, Sector Alpha-I Commercial Complex, Greater Noida (iii) HDFC Bank, Sector-18, NOIDA and (iv) Union Bank of India, Sector-62, Noida against cash payment of Rs. 1100/-.
2. The duly filled in application form must be submitted in any of the aforesaid bank branches alongwith proposal / project / details and other statutory documents. A non-refundable & non-adjustable Processing Fee of Rs.25000/- and Registration money (equivalent to 10% of total premium of the plot area) which is either adjustable or refundable for which application is being submitted should be deposited in favour of Greater Noida Industrial Development Authority. Rs.1100/- as the cost of the form would also be deposited in addition to registration money and processing fee, in case application form is downloaded from website (www.greaternoida.com). The registration amount and processing fee as stated above would be deposited through a bank draft payable at any scheduled bank of New Delhi / Noida / Greater Noida. (The registration amount may be ascertained in person from IT Department of the Greater Noida Industrial Development Authority.)
3. The application alongwith the requisite documents will be screened by a Screening Committee. The incomplete application / without requisite documents will not be recommended for interview of the applicant. However, the applicant whose application is submitted with complete information, will have to appear for interview on prescribed date and time for examining the viability of the Project.
4. The allotment of plot is subject to the recommendation of Plot Allotment Committee / Screening Committee after interview of the applicant.

A-2. WHO CAN APPLY

1. A sole proprietor, Registered Partnership Firm, Public Ltd. Company, Pvt Ltd. Company or a Consortium of any of the above can submit the application. The firm and companies should be registered in India.
2. The applicant should be competent to contract.
3. A separate application shall be required to be submitted for each IT/ITES plot.
4. Incomplete application shall be summarily rejected.
5. Any change in the name of the intending applicant will not be allowed under any circumstances.
6. In case of applicant have formed a consortium:
 - (a) Members of the consortium will have to specify one "lead member", who alone shall be authorized to correspond with the Greater NOIDA Industrial Development Authority. Lead member should be the single largest shareholder amongst the relevant members.
 - (b) Each member of the consortium with equity stake of at least 26% will be considered as the "relevant member".
 - (c) The members shall submit a Memorandum of Understanding (MOU) (Annexure-5) conveying their intent to jointly apply for the allotment of IT/ITES plot, and in case the plot is allotted to them. They shall form a 'Special Purpose Company', which will subsequently be carrying out all the responsibilities of the allottee.
 - (d) The MOU shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. The MOU should state that all members shall be jointly and severally responsible for the successful implementation of the project.

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

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

Note- Application below 20000 Sqm. Area will not be entertained.

A-3. MODE OF PAYMENT AND PAYMENT PLAN

1. 10% of the total premium of the plot shall be deposited with application form as registration money. The Registration money of the unsuccessful applicants will be returned without interest after rejection of application. Successful applicant/ allottee has to pay additional 20% of the total premium within 60 days of issue of allotment letter as Allotment Money. Balance 70% of the total premium shall be paid in 12 half yearly instalments with interest @ 12% p.a. The first such installment will fall due on the date calculated from the 61st day from the date of allotment.
2. Pre payment in whole or part is allowed. No rebate shall be allowable in case of pre-payment. In case the allottee opts to pay the balance of the premium in a lumpsum only, interest on the balance premium upto the date of deposit shall be chargeable.
3. Extension for depositing allotment money shall not ordinarily be allowed. In case of default, the allotment offer would be cancelled and the registration money will be forfeited. However, in exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or his/her authorized representative at his/her discretion.
4. All payments should be remitted by the due dates. In case the due date is a bank holiday then the allottee/lessee shall ensure remittance on the next working day. However, in exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or his/her authorized representative at his/her discretion.

In case of default in deposit of any money (except lease rent) due to the Authority the allottee / lessee would be required to pay an additional interest 3% (total 15%) above to applicable interest rate p.a. on defaulted amount for defaulted period. This defaulted amount will be compounded half yearly and would be payable along with additional interest of 3% (total 15%) above to applicable interest rate.

In case of default, the Authority shall issue notice giving 15 days time to deposit/rectify the default. Not more than three such consecutive notices shall be issued. In the event of non-payment after three defaulter notices, cancellation process will be initiated.

5. All payments should be made through demand draft drawn in favour of 'Greater Noida Industrial Development Authority' and payable on any designated scheduled bank located in Delhi/New Delhi/Noida/Greater Noida with intimation to the Authority.
6. The payment made by allottee /lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the installment due and the lease rent payable.

NOTE:- For the purpose of this document the date of issue of allotment letter shall be reckoned as date of allotment.

A-4. LEASE RENT

In addition to the premium of plot, lease rent shall be chargeable from the date of execution of lease deed @2.5% of the total premium p.a and shall be payable annually in advance. In case of default in payment of lease rent, an defaulted interest rate 14% shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years.

The allottee shall have an option to pay a lumpsum amount equivalent to 11 times of the annual lease rent i.e.27.5% of total premium before the due date for execution of lease deed as a ONE-TIME LEASERENT.

Note: If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he can subsequently exercise his option to pay one time lease rent indicated above with the prior written permission of the Authority/lessor.

**Signature of Authorised signatory
Stamp of applicant with name
And Status / designation
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A-5. LEASE DEED EXECUTION AND POSSESSION

The allottee are required to execute lease deed and take physical possession of the plot within 30 days from the date of issue of check-list/information to do so. In the event of failure to do so, the allotment would be liable for cancellation. In exceptional circumstances, CEO or its authorized officer can grant time extension maximum upto 12 months on payment of penalty equivalent to annual lease rent.

In any case, lease deed would be executed only after deposit of 30% of the total premium of the allotted plot.

The date of execution of lease deed will be treated as the date of handing over of actual possession notwithstanding any other claim.

A-6. PERIOD OF LEASE

The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of lease deed, on 'as is where is' basis

A-7. DOCUMENTATION CHARGES

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

A-8. LEASE DEED (INVESTMENT / TIME FRAME)

a. IN CASE ALLOTTEE DOES NOT CLAIM STAMP DUTY EXEMPTION -

- i) The lessee shall have the option of the investment phasing, provided, the lessee meets the minimum acceptable investment of the project as per clause A-12(b) of the brochure. The lessee shall have to invest 30% of the minimum acceptable investment in the first three years (excluding land cost) and 100% of the minimum acceptable investment in 7(seven) years from the date of execution of lease deed.
- ii) The lessee will be required to submit the broad layout within one year and detailed building plan for the approval of the Lessor within two years from the date of execution of lease deed and will be required to complete construction of first phase i.e. invest as per above A-8 - a (i) clause and shall have to make it functional within three years from the date of execution of lease deed.

Provided that in exceptional circumstances, extension of not more than one year at a time may be allowed to the lessee by the lessor or any officer authorized by him on payment of extension charges @2% of the total premium for one year or part thereof for completion of first phase. The extension charges as mentioned above may be revised by the lessor at any time

- iii) The allottee/lessee shall have to complete the construction of the whole "the project and facilities" within 7 years from the date of execution of the lease deed.

Provided that in exceptional circumstances extension of not more than three years, one year at a time, may be allowed to the lessee by the lessor or any officer authorized by him on payment of extension charges @ 4% for the extension of first year or part thereof, @ 6% for the extension of second year or part thereof, and @ 8% for the extension of third year or part thereof, of the total premium of the demised premises.

- iv) In case the applicant fails to commence the activity for which the land has been allotted within the time period, or extended time period, decided for the purpose, the allotment /lease can be cancelled /determined. On such cancellation/determination, 20% of the premium will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no right to claim compensation thereof. The balance amount deposited will be refunded without any interest.

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b. **IN CASE ALLOTTEE CLAIMS STAMP DUTY EXEMPTION**

The Government of U.P vide its Notification no.k a ni-5-305/11 -2005-500(136)-2003 dated 19th Jan 2005 passed in consonance with the Industrial and Service Sector Investment Policy, 2004 has granted 100% exemption from payment of stamp duty payable on execution of first written transaction of lease deed only ,inter-alia for setting up of IT industries and Call Centers subject to compliance of the norms ,standards and procedures set up by concern department of Govt. of U.P dealing with the project of IT industries and call centers. Whereas the Department of IT & Electronics ,Govt of U.P has issued a G.O no. 2168 /78-2-2005-46 IT /2005 ,dated 30th December 2005 and the G.O. No.702/77-6-07-15M-05 dated 28-06-2007 amending the G.O. dated 19-12-2005 and has fixed the norms , standards and procedures for 100% exemption from stamp duty to IT industries and call centers in accordance with the para 10.2 of Industrial and Services Sector Investment Policy, 2004 if the lessee undertakes to abide by the following conditions within the meaning of UPIT Policy -2004:-

1. The lessee /allottee undertakes to abide by and fulfill the norms and standards set up by the Department of IT & Electronics, Govt Of U.P for setting up the project of IT Industries and Call centers as enumerated above to claim exemption in stamp duty on this first instrument i.e lease deed with GNIDA.
2. The lessee has to obtain approval of the Development and Building plan within 18 months from the date of registration for allotment of land from lessor.
3. The lessee has to construct 40% of the total permissible covered area on the allotted plot within 3 years from date of possession of plot and also has to complete remaining construction within 5 years from the date of possession of plot.
4. The lessee unequivocally agrees that in view of the fact that he/she is availing the benefit of 100 % exemption of payment of stamp duty chargeable in respect of this instrument (i.e. Lease Deed) executed with the lessor and the period of construction will commence and complete as stated in this instrument as set out in 2 and 3 above within the meaning of the said G.O No. 2168/78-2-2005-46 I.T /dated 30-12-2005.
5. The lessee unequivocally agrees that in the event of any breach of the norms and standards set out by the Department of I.T and Electronics ,Govt of U.P in mentioned G.O dated 30-12-2005 for the setting up of the project and non adherence to make it functional ,the lessee shall be liable to pay to lessor the amount equivalent to the stamp duty as set out in this instrument along with interest thereon @ 18% per annum up to the date of payment for which they are claiming exemption in terms of the G.O No .3014/77-6-05-500(40)/2005 and the G.O. No.702/77-6-07-15M-05 dated 28-06-2007 amending the G.O. dated 19-12-2005.
6. The lessee shall be liable to make payment of an amount equivalent to stamp duty leviable on the document along with interest immediately on demand and without demur upon a mere notice from lessor ,on the non fulfillment of the norms and standard set out by the Department of IT & Electronics, Govt. of U.P as enumerated above or has delayed the implementation of the project within the stipulated period .Lessor shall be sole judge of the genuineness of the demand so made and the default/breach committed by the allottee/lessee.
7. If allottee claims stamp duty exemption, he/they shall have to sign an Agreement with the Authority/lessor on the prescribed format, before execution of lease deed.
 - a. The lessee will at his/its own cost develop and erect building on the demised premises in accordance with the plan ,elevation ,and design to be approved by the lessor or any officer authorized by the lessor in that behalf in writing and shall ensure that the broad elements as listed in Schedule-1 are provided in "the project and facilities " in a substantial workman like manner, with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of **buildings, drains, latrines and connection with sewers etc.**
 - b. The lessee will be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification & street lighting, water supply, sewerage and road side arboriculture, development of parks, adequate provision of parking space and any other item as may be desired by the lessor, according to norms and specifications prescribed from time to time.

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- c. The lessee shall also bear the proportionate/full installation expenses (as the case may be) of the requisite size of transformers etc. for power connections to the demised premises from NOIDA POWER COMPANY LIMITED or any other statutory body.
- d. That the lessee will not erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission, in writing of the plan if any approved by lessor or any officer authorized by lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of the notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.

A-9. LOCATION CHARGES

Location charges shall be payable by the allottee/lessee @ 5% of the total premium before execution of lease deed in lumpsum, in case the allotted plot is located on 45.00 mtr. Or above size roads, provided that the allotment is of size 15 acres or less than that.

A-10. CONSTRUCTION / MINIMUM ACCEPTABLE LEVEL OF INVESTMENT

1. The lessee/allottee shall construct the boundary wall as well as the building of the IT/ITES only after getting proper sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant Building Regulations and as well as any specific directions that may be issued by the lessor.
2. Minimum acceptable investment for the project shall be calculated as Rs.4.00 crores per acre (excluding land cost).

As a proof of investment the lessee shall submit the Certificate of Chartered Accountant and Approved Valuer of the same to the lessor on yearly basis excluding land cost. Such certificate should be submitted within one month of the completion of each year.

A-11 DEVELOPMENT PLAN

- a) The allottee shall develop the "the project and facilities" on the demised premises and meet the following norms of development.
 - i) Maximum ground coverage and FAR allowed are as per following table:-

Sl. No.	Plot Area (in sq.m.)	FAR	Ground Coverage
1.	20000 & above	187.50	30%

- ii) Allottees of 5 acres or more would be allowed maximum 10% of total FAR for institutional facilities mentioned in Schedule-II. Rest 90% would be used for IT/ITES.
- iii) When the area is 10 acres or more and investment is proposed to be more than 50 crores, in such cases, 10% of FAR would be permitted for Residential use for employees and officers of unit/organization including chowkidars and peons, subject to the ratio of institutional and residential facilities should not exceed more than 15% of FAR and rest 85% FAR would be primarily used for IT/ITES.
- iv) When the area allotted is 20 acres or more maximum 25% of the total FAR for residential/commercial/institutional facilities would be allowed and the rest 75% would be utilized for IT/ITES purpose, subject to the condition that maximum of 10% of total FAR would be for residential use and maximum of 10% of total FAR would be for commercial use.
- v) Residential/Commercial/Institutional facilities allowed in IT/ITES/STP are mentioned in Schedule-II of the brochure.

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- vi) Apart from the built-up space, the lessee shall be allowed to sell (transfer) developed land to clients for their captive use. However, a minimum of 75% of the total allowed FAR of IT Industries and IT Enabled Services would have to be developed as built-up space. The remaining area could be sold as FAR in the developed plots.
- vii) The allottee shall sell (transfer) the Commercial and Residential FAR in proportion to the sale (transfer) of FAR of IT Industries and IT Enabled Service areas.
- b) The allottee shall have the right to sell (Transfer) the developed plot of land and/or the built-up space as per the limitations of the sub-clause (a) above, at its own price. The allottee shall have to sell (transfer) the permissible residential developed plot and/or built-up space to the owners of the IT Industries and IT enabled services. No transfer charges shall be levied by the lessor for this first sale of developed plot/(s) and/or built-up space. The allottee/lessee shall provide the list of its bonafide users to the Authority/lessor from time to time in whose favour the sale has been executed.
- c) However, for subsequent sales the allottee shall take permission from the lessor, which will not be unreasonably withheld if such sale also conforms to the provisions of sub-clauses (a&b) above. Transfer charges as prevalent at the time of the transfer, or as may be decided by the Authority/lessor, will be payable on such subsequent sales. Apart from that, the lessee shall have to take the approval of the lessor on the draft sub lease deed to be executed between the lessee and sub-lessee.
- d) The lessee shall have the right to give the builtup/developed space on rent as below:
- | | |
|------------------------|---------------------|
| i) Area upto 1000 sqm. | Allottee + 2 tenant |
| ii) 1001 to 1500 sqm. | Allottee + 3 tenant |
| iii) 1501 to 2000 sqm. | Allottee + 4 tenant |
| iv) 2001 to 2500 sqm. | Allottee + 5 tenant |
- In continuation of above one additional tenant will be allowed for each additional 500 sqm. area. The no. of tenancy will be decided by Central Government in case any IT/ITES unit is converted into industrial park by Central Government.

A-12 CONSTRUCTION/ MINIMUM ACCEPTABLE LEVEL OF INVESTMENT

- a. The lessee/allottee shall construct the boundary wall & develop as well the buildings on the plot only after getting approval of layout plan & sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant Building Regulations as well as any specific directions that may be issued by the Authority.
- b. Minimum acceptable investment for the project shall be calculated as Rs.4.00 crores per acre (excluding land cost).
- As a proof of investment the lessee shall submit the Certificate of Chartered Accountant and Approved Valuer of the same to the lessor on yearly basis excluding land cost. Such Certificate should be submitted within one month of the completion of each year.

Verification

I/We _____ have gone through the above terms and conditions and also the terms and conditions enumerated under heading "General terms and conditions" for allotment of IT/ITES Scheme (2008) plot and agrees to abide by the same and hereby duly signed as a token of acceptance of the terms and conditions of the IT Industries and IT Enabled Services Scheme. I/we also certify that all the statement made in the application, Annexures & formats are true and correct and nothing has been concealed.

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