



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

**Plot No: 01, Knowledge Park IV, Greater Noida, Uttar Pradesh
201310**

**SCHEME FOR
Allotment of Institutional Plots
in Greater Noida
(E – Auction)**

(Scheme Code: *INS- 01/2023*)



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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 available for allotment is mentioned on the portal.

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 | Institutional Department, 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: authority@gnida.in |
| 4. | Allotment method for the scheme | E-Auction |
| 5. | Availability of scheme brochure (GNIDA) | Can be downloaded from the Authority's website www.greaternoidaauthority.in & Nivesh Mitra Portal |
| 6. | Processing Fee | Non-refundable/non-adjustable, processing fee of INR 5,000/- (Five Thousand Only) + 18% GST i.e. INR 5,900/- shall be deposited through online payment gateway in favour of "Greater Noida Industrial Development Authority". |
| 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 | Option 1: 100% (including 10% Application Money /Registration Money) within 90 days from the date of issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot. Option 2: 40% (including 10% Application Money /Registration Money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 60% of the total premium of the plot in 3 years in 6 equal instalments <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> |
| 9. | Payment plan for the allotted plot | Option 1: 100% (including 10% Application Money /Registration Money) within 90 days from the date of issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot. Under no circumstances shall an applicant be allowed to change payment plan to Option 2, once he/ she has opted for Option 1. Option 2: 40% (including 10% Application Money /Registration Money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 60% of the total premium of the plot in 3 years in 6 equal instalments. The applicable interest rate for instalments shall be as per prevailing interest rates of GNIDA (9% p.a. as of 1st of July 2022). This rate will change as per interest rate revision by GNIDA. |
| 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 | If the plot is situated within 1 Km of Metro Corridor, then reserve price of the plot shall be enhanced by 10% and Bidding will not be permissible below this enhanced price. |

| # | Head | Details |
|-----|----------------------|---|
| 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 | As per prevailing Sector Wise Rate List on the last date of Proposal Submission. (<i>Office Order _____</i>) |
| 14. | Lease Rent | Annual Lease rent: 2.5% annually and will increase by 50% every ten years automatically. One-time lease rent: As per Clause 3.2.1 (5) |
| 15. | Construction Period | Time limit for obtaining Completion Certificate for First phase of the project (<i>from the date of execution of Lease Deed</i>): 3 Years (<i>means construction of minimum permissible FAR as per minimum FAR for applying completion as defined in Building Bylaws on last date of Proposal Submission</i>) Time limit for obtaining Completion Certificate for Second/Final phase of the project (<i>from the date of execution of Lease Deed</i>): 5 Years (<i>Second/Final Phase shall mean construction of at least 50% of permissible FAR or Sanctioned FAR, whichever is more</i>) Normally, no extension for completion would be granted; However, in exceptional circumstances, extension may be granted by the Authority as per the prevailing policy of GNIDA at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges. |

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. "Authorized 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 through draw of lots
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.
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. "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.
 21. "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.
 22. "Mutation Letter" is the letter issued by competent Authority for change of name on a property
 23. "Total Premium of the plot" is the total amount payable to the Authority calculated as the quoted bid price per sqm multiplied by the total area of the plot in case of plots being offered on bidding. However, apart from Bidding, "Total Premium of the plot" shall mean the Reserve Price per sqm multiplied by the total area of the plot. (GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium.)
 24. "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
 25. "Vocational Institute/ Vocational Training Hubs/ Training Centre" means an educational institution or training hubs, designed and developed to provide

vocational education, or technical skills required to complete the tasks of a particular and specific job.

26. "P.T.M." Permission to Mortgage.
27. "First Phase of Project" means construction of minimum permissible FAR as per minimum FAR for applying completion as defined in Building Bylaws on last date of Proposal Submission.
28. "Second/Final Phase of Project" means construction of minimum 50% of permissible FAR or Sanctioned FAR, whichever is higher.

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 | (Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Trust, Private or Public limited company (PLC), Registered Society, 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 | |
| 4. | Degree college/PG College/ Professional college (MBA/Engineering etc.) | |
| 5. | Medical College (with and without hospital*) | |
| 6. | University | |
| 7. | Hospital/ Nursing Home | |
| 8. | Socio Cultural Center | |

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, companies & other legal entities 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 opting for **Payment Option no. 2 (Instalment payment plan)** shall be as per Table 2.

Table 2 Minimum Financial eligibility criteria

| # | Parameters | For plots up to 2000 m ² | For plots more than 2000- 5000 m ² | For plots more than 5000- 10000 m ² | For plots more than 10,000 m ² |
|---|--|-------------------------------------|---|--|---|
| 1 | Minimum Net Worth as on last financial year end (31.03.2021 or 31.03.2022) duly certified | INR 90 Lakhs | INR 1.80 crore | INR 3.60 crore | INR 7.20 crore |

| # | Parameters | For plots up to 2000 m ² | For plots more than 2000- 5000 m ² | For plots more than 5000- 10000 m ² | For plots more than 10,000 m ² |
|---|--|-------------------------------------|---|--|---|
| | by the applicant's statutory auditors/ chartered accountant, as per last published balance sheets. | | | | |
| 2 | Minimum Solvency 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 | Minimum Total Cumulative Turnover for the any last 3 financial years duly audited by the Applicant's Statutory Auditors / Chartered Accountant i.e. 2018-19, 2019-20, 2020-21 and 2021-22 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/proposal 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 & Acceptance of Bid/Proposal

1.3.1. Portal for e-auction <https://etender.sbi> can also be accessed through a link at GNIDA website www.greaternoidaauthority.in

1.3.2. Interested parties will need to register and obtain user ID and password on the e-auction portal and thereafter deposit non-refundable and non-adjustable E-Brochure Document Fee and Processing Fee as mentioned in the Data Sheet separately against each property for participation in the e-auction through online payment on or before date/time as mentioned in the Data Sheet and GNIDA will not be responsible for any payment after that and Bid will not be considered.

1.3.3. It will be the sole responsibility of the bidder/participant to obtain a compatible computer terminal with internet connection to enable him/her to participate in e-bidding process any reasons thereof. Ensuring internet connectivity at the bidder's end shall be the sole responsibility of the Bidder/Applicant. Any request/complaint regarding the connectivity of internet at the Bidder's/Applicant's end will not be entertained in any form and shall not be basis of cancellation of the bidding process.

- 1.3.4. Group of plots/sites having the same size and same earnest money, are likely to be put up for e-auction on a single day. Bidder/Applicant is required submit separate application and deposit a separate EMD for each advertised property.
- 1.3.5. The Authority may without assigning any reason withdraw any or all the sites from the e-auction at any stage and is not bound to accept the highest bid or all bids even if they are above the reserve price.
- 1.3.6. Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
- 1.3.7. Bidding will not be permissible below the reserve price/allotment rate of the plot.
- 1.3.8. The bid submitted shall be with an incremental value of 1(one) percent of the Reserve Price of the plot rounded to closest figure in thousands.
- 1.3.9. If the bidding continues till the last 5 minutes of the scheduled/extended closing time of auction, in such case, the bidding time shall be automatically extended for further 15 minutes from the last Bid.
- 1.3.10. Post registration, Bidder/Applicant shall proceed for login by using his ID and password. Bidder shall proceed to select the plot he is interested in. the e-bidder would have following options to make payment towards e-brochure fees, processing fees and EMD through valid:
- A. Net Banking : For document download fee, processing fee and EMD
 - B. NEFT : For document download fee, processing fee and EMD
 - C. RTGS : For EMD
- 1.3.11. Incomplete bid documents will not be considered.
- 1.3.12. The Bidder/Applicant cannot withdraw the offer/ bid once made.
- 1.3.13. Customer Care for technical support on registration, deposit of fees, e-auction etc.
- Phone: 079 68136880/881/837/842 or 022-22811110
- Email: etender.support@sbi.co.in
- 1.3.14. For further inquiries contact: Office of the Desk Institutional Department, Plot No. 1, KP IV, Greater Noida, Uttar Pradesh 201301 between 10.00 AM to 02.00 PM.
- 1.3.15. The GNIDA may, without assigning any reason, add one or more plots in the scheme and/or withdraw any one or all the plots from the scheme at any stage.
- 1.3.16. The GNIDA may accept or reject any offer, including the highest bid or cancel the scheme, and its decision in this behalf shall be final and binding on the Bidders/Applicants.
- 1.3.17. There will be no correspondence on issues/grounds raised in Disqualified Bids.

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

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

1.5.3. 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.
- Application Form as per Form 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) consecutive years i.e. 2018-19, 2019-20, 2020-21 & 2021-22 certified by the CA
- Turnover Statement certified by CA in accordance with Form No. 4.2
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Form No. 4.4
- Project Report with Form No. 4.6
- Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.7

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.
- Application Form as per Form 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 Form No. 4.2
- Net worth Statement certified by the Statutory Auditors/Chartered Account of the Partnership firm. in accordance with Form No. 4.3
- Audited annual Financial reports for the last three (3) consecutive years i.e. 2018-19, 2019-20, 2020-21 & 2021-22 certified by the CA
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Form No. 4.4
- Project Report with Form No. 4.6
- Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.7

C. In case of Proprietorship:

- Application Form as per Form No. 4.1
- Turnover Statement certified by CA in accordance with Form 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) consecutive years i.e. 2018-19, 2019-20, 2020-21 & 2021-22 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
- Project Report with Form No. 4.6
- Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.7

D. In case of Trust

- Application Form as per Form 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 Form No. 4.2
- Details of Trustee and other members part of the Trust
- Audited annual Financial reports for the last three (3) consecutive years i.e. 2018-19, 2019-20, 2020-21 & 2021-22 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 Form No. 4.4
- Project Report with Form No. 4.6
- Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.7

E. In case of Society

- Application Form as per Form No. 4.1
- Attested Copy of the certificate issued by Registrar of Firm

- Turnover Statement certified by CA in accordance with Form No. 4.2
- Audited annual Financial reports for the last three (3) consecutive years i.e. 2018-19, 2019-20, 2020-21 & 2021-22 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 Form No. 4.4
- Project Report with Form No. 4.6
- Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.7

F. In case of non-profit making company.

- Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
- Application Form as per Form 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 Form 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) consecutive years i.e. 2018-19, 2019-20, 2020-21 & 2021-22 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 Form No. 4.4
- Project Report with Form No. 4.6
- Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.7

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.

1.8. Payment schedule

1.8.1.Applicant/Allottee has to make full and final payment of the total premium of the plot within 90 days from the issue of Allotment letter. The 90 days will include the date of issue of Allotment letter.

Option 1: 100% (including 10% Application Money/Registration Money) within 90 days from the date of issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot. **Under no circumstances shall an applicant be allowed to change payment plan to Option 2, once he/ she has opted for Option 1.**

Option 2: 40% (including 10% Application Money/Registration Money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 60% of the total premium of the plot in 3 years in 6 equal instalments.

The applicable interest rate for instalments shall be as per prevailing interest rates of GNIDA (8.5% p.a. as of 1st of July 2021). This rate will change as per interest rate revision by GNIDA.

1.8.2. Other conditions shall be as following:

1. Payments can be made with online through Authority's website @ www.greaternoidaauthority.com. Authority is in 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.
2. The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, Gautam Budh Nagar) for execution of the Lease Deed in treasury of district Gautam Budh Nagar and should produce a certificate to the affect in relevant department at GNIDA within 180 days from the issue of allotment letter.
3. The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
4. After depositing the installment/dues with the designated scheduled bank/payment gateway/online system, the Allottee shall intimate the same to GNIDA through a written intimation along with the details of amount deposited or through an email.
5. 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.
6. 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.
7. 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.
8. In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government or by way of any settlement, the Allottee/Lessee shall be bound to pay such additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

9. Applicable interest rate shall be as per Office Order, Reference No. 43476/GN/office order/ 2021-22 dated 09/07/2021. This rate will change as per interest rate revision by GNIDA from time to time.

1.9. Allotment Process

- 1.9.1. Screening Committee: The Technical offers shall be scrutinized by a designated Screening Committee. The final decision of the Authority in this regard shall be final. The "Authority" shall have the right to accept or reject any offer without any reason.
- 1.9.2. Scrutiny of applications: 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.
- 1.9.3. In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 1.9.4. In case there are more than 3 applicants for a specific Institutional Park plot, then there will be e-auction between all applicants on the date as mentioned on the Portal. Details instructions/process for e-auction via SBI Portal (<https://etender.sbi>) is elaborated in *Clause no. 1.3 - How to Apply*.
- 1.9.5. In the e-auction process, in case there are less than three, including zero eligible bidders participating in the first instance (which shall be of 21 days) against a plot(s), then last date of submission of application shall be extended by 07 days for that particular plot(s). It shall be extended further for a time period of 07 days, if the number of bidders against that particular plot(s) is less than 3. However, the plot shall be allotted to the highest bidder, even if there are less than three bidders in the e-auction after 2 extensions of 07 days each. Less than 3 applications received in first / second time in above process, shall be rolled over and carried to the next phase automatically. Hence, they need not reapply.**
- 1.9.6. After the e-auction, the Allotment Committee shall recommend the allotment of Institutional Park Plot.
- 1.9.7. 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 30 days from the date of approval of allotment.
- 1.9.8. Applicant has to deposit Allotment Money as mentioned in Data Sheet.
- 1.9.9. 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.
- 1.9.10. In case of Mega and beyond Projects and on written instructions by Government of Uttar Pradesh/Invest UP, Direct Allotment may be done by the GNIDA (Allotment/Screening Committee) in respect of any vacant plot already uploaded on website/GIS platform.

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

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 on the last day of Application/Proposal submission. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as existing on the last date of Bid Submission of GNIDA shall prevail. It is made clear that in case there is any upward revision of FAR in the building byelaws/regulations after the allotment is made then the same shall not be available to the Allottee / Lessee except, inter-alia on payment of charges, if at all under the prevailing policy of Authority. All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater Noida Authority and the amendments made there in 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.
- 2.1.3. The Allottee will adhere to the schedule of construction and completion of the project as given in the Data Sheet and inform the Authority in writing in the prescribed format.
- 2.1.4. Minimum built up area required for completion shall be as per Table 3

Table 3 Minimum built up area as per plot size

| # | Plot Area (in m ²) | Minimum Built-up area (as percentage of total permissible FAR) |
|---|---|--|
| 1 | Up to 4000m ² | 50% |
| 2 | 4,001- 10,000 m ² | 40% |
| 3 | 10,001- 20,000 m ² | 35% |
| 4 | 20,000- 1,00,000 m ² | 30% |
| 5 | 1,00,000 m ² - 2,00,000 m ² | 25% |
| 6 | 2,00,000- 4,00,000 m ² . | 20% |
| 7 | Above 4,00,000 m ² | 15% |

- 2.1.5. **Time allowed for Completion:** The lessee shall be required to complete the construction of minimum of the total FAR. *(As defined in the Building Byelaws)* of the allotted plot as per approved layout plan and get completion certificate of the First Phase accordingly issued from the building cell of the Authority within a period of **three (3) years** from the date of execution of lease deed. Time limit for obtaining Completion Certificate for Second/Final Phase of the project (from the date of execution of Lease Deed): **five (5) Years** *(Second/Final Phase shall mean construction of at least 50% of permissible FAR or Sanctioned FAR, whichever is more).*
- 2.1.6. **Extension for Completion:** However, in any circumstances, the completion is not done, the Allottee may be granted extension by the Authority as per the prevailing policy of GNIDA at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges.

2.1.7. The allottee will be required to complete the construction of minimum FAR within 3 years. However, under exceptional circumstances, an extension may be allowed by the lessor on payment of such charges and subject to terms and conditions as mentioned below:

| Sr. No | Area of Plot | Min Built up area % of Total permissible FAR | Time limit for obtaining completion certificate for minimum FAR (from date of lease/ possession) | Maximum time limit (with extension charges) for obtaining completion certificate for minimum FAR (from date of lease/ possession) |
|--------|-------------------|--|--|---|
| 1 | Up to 4000 | 50 | 3 years | 5 years |
| 2 | 4001-10,000 | 40 | 3 years | 5 years |
| 3 | 10,001-20,000 | 35 | 5 years | 7 years |
| 4 | 20,001-1,00,000 | 30 | 5 years | 7 years |
| 5 | 1,00,001-2,00,000 | 25 | 5 years | 8 years |
| 6 | 2,00,001-4,00,000 | 20 | 5 years | 9 years |
| 7 | Above 4,00,000 | 15 | 5 years | 10 years |

2.1.8. In the event of extension, charges @4% of the premium (at the time of allotment) per year would be chargeable for grant of extension for each year or part thereof. The extension charges shall be calculated on a pro rata monthly basis.

2.1.9. Failure to obtain the completion certificate of minimum FAR within the maximum time limit may lead to cancellation of allotment and / or determination of Lease deed with forfeiture as per prevailing norms. The possession of the plot will be resumed by the lessor with structure thereof, if any and the allottee/ lessee will have no right to claim compensation thereof.

2.1.10. List of Activities on the plot

2.1.11. The list of activities permissible shall be activities as permitted in the zonal regulations and Phase I Master Plan 2021 of GNIDA, subject to the condition that the activities considered to be a public nuisance/ hazardous shall not be carried out.

2.1.12. The current permissible activities for reference of the Applicant are as per Table 4.

Table 4 Permissible activities under different categories

| # | Category | Permissible uses/ Core Activities | Support Facilities |
|----|---|---|--|
| 1. | Nursery School (only society, Trust or Non profitable company can apply) | day care center/play and nursery school | Residence of caretaker and maintenance staff |

| # | Category | Permissible uses/ Core Activities | Support Facilities |
|----|---|---|--|
| 2. | Senior/Higher Secondary School <i>(only society, Trust or Non profitable company can apply)</i> | Senior / Higher Secondary School, canteen, swimming pool, auditorium, library, indoor games hall, | Retail shop for books and stationery, Uniform, chemist, bank extension counter/ATM, kiosk, Staff housing, Hostel for captive use of students of the same school only (no outsider student is allowed and standalone hostel is not permitted) |
| 3. | Vocational Institute <i>(only society, Trust or Non profitable company can apply)</i> | Vocational training institute, swimming pool, auditorium, library, indoor games hall, | Guest house (for captive use), transit hostel (for captive use only) , retail shops for books and stationery, chemist, bank extension counter/ATM, staff housing, canteen, hostel (for captive use only) |
| 4. | Degree College / PG College/ Professional College (MBA/ Engg. Etc.) <i>(only society, Trust or Non profitable company can apply)</i> | Degree college/ PG College/ management/ technical institute, canteen, swimming pool, auditorium, library, indoor games hall | Guest house, transit hostel, retail shop for books and stationery, chemist, bank extension counter/ATM, staff housing, hostel (for captive use only) |
| 5. | Medical College (with Hospital) <i>(only society, Trust or Non profitable company can apply)</i> | Hospital, medical college, library | Auditorium, indoor games hall, hostel, Guest house, canteen, retail shop for books and stationary, chemist, flowers, fruits and vegetables store, general store, kiosk, bank extension counter/ATM, staff housing, cultural and information center, international conference center, internet café, library, museum, planetarium, R&D center Gym/health club, guest house, transit hostel (for captive use only) |

| # | Category | Permissible uses/ Core Activities | Support Facilities |
|----|--|---|--|
| 6. | University <i>(only society, Trust or Non profitable company can apply)</i> | University, educational colleges, canteen, swimming pool, indoor games hall, convention centre, exhibition hall. Library, | Auditorium, Guest house, canteen, retail shop for books and stationary, chemist, flowers, fruits and vegetables store, general store, personal service shop, repair shop, vending booth/kiosk, bank extension counter/ATM, staff housing, cultural Hostel and information centre, conference centre, internet café, library, museum, planetarium, R&D centre, radio and television station, Gym/health club, guest house, transit hostel (for captive use only), Hostel (for captive use only) |
| 7. | Hospital/ Nursing Home <i>(only Pvt. Ltd. Public Ltd. Individual, LLP, Partnership Firm, society, Name, Trust or Non profitable company can apply)</i> | Hospital/ Nursing Home | Auditorium, rehabilitation centre, bank extension counter/ATM, cultural and information centre, chemist shop, canteen, books/stationery/flower shop, indoor games hall, I conference centre, internet centre, library, museum, planetarium, R&D centre, general departmental store, personal service shop, office, staff housing, patient attendant accommodation, health club/gym, guest house (For captive use only), transit hostel (For captive use only), vending booth/kiosk. |
| 8. | Socio Cultural Center | Socio Cultural Center | Auditorium, performing arts center, bank extension counter/ATM, cultural and information Centre, chemist shop, canteen, books/stationery/flower shop, indoor games hall, conference hall, internet Cafe, library, museum, art gallery, general departmental store, office, staff housing, health club/gym, guest house (For captive use only), transit hostel (For captive use only), vending booth/kiosk, canteen |

Note: Guest houses, hostels etc. will be for captive use of students /trainees /guest lecturers /visiting faculty etc. only and neither they are permissible on standalone basis, nor can they allow an outsider to come and stay. They cannot be set up by any other entity other than Allottee.

The completion of hostel/guest house can be issued only after main activity's completion certificate is obtained.

2.2. Functional Certificate

2.2.1. 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.

2.2.2. 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. **Development Norms:**

2.3.1. The Allottee can do development for as per the prevailing Building Regulations/Byelaws of the Authority on the last day of Bid Submission.

2.4. **Permissible Norms.**

2.4.1. All the infrastructural services within the plot area only shall have to be provided by the Allottee as per GNIDA rules.

2.4.2. All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.

2.4.3. Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).

2.4.4. The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.

2.4.5. All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater Noida Authority and the amendments made there in from time to time.

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. 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 due 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 total 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 every 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. No separate notice shall be given in this regard.
 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, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 8.5% p.a. as of 1st of January 2022 = 11.5% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate will change as per interest rate revision by GNIDA

5. The allottee/lessee has the option to pay one-time lease rent equivalent to 11 years lease rent (i.e. 11 years 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 and / or outstanding will not be eligible 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.

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
- In addition, if the plot is situated within 1 Km of Metro Corridor, then reserve price of the plot shall be enhanced by 10% and Bidding will not be permissible below this enhanced price.

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 for first 6 months (from exercise of the option by Applicant and 4% interest after 6 months).

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 / Nursing Home

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

Surrender may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Surrender request letter by the Allottee. The current prevailing policy for reference of the Applicant is as follows:

- 1) ***The Allottee can surrender the allotment with an online application before execution of Lease deed. In such case, Earnest Money / Registration Money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest.***
- 2) ***In case the successful e-bidder/ allottee wishes to surrender the allotment before the issuance of allotment letter or before 90 days after the issuance of allotment***

- letter in case the applicant has chosen Payment Option no. 1 or before 60 days after the issuance of allotment letter in case the applicant has chosen Payment Option no. 2, the entire EMD will get forfeited.*
- 3) In case the allotted plot is surrendered after 90 days from the date of issue of allotment letter but before execution of Lease deed in case the applicant has chosen Payment Option no. 1 or after 60 days from the date of issue of allotment letter but before the execution of Lease deed in case the applicant has chosen Payment Option no. 2, then entire EMD + 10% of total premium of plot discovered through e-Auction shall be forfeited. In no case, the deductions shall be greater than the amount deposited.*
 - 4) In case the allotted plot is surrendered after execution of lease deed, 30% of total premium of plot (discovered through e-Auction), due lease rent charges and total interest paid shall be forfeited. In no case, the deductions shall be greater than the amount deposited.*
 - 5) Under no circumstances, request for surrender shall be entertained after receiving full payment after 90 days in case the allottee has chosen Payment option no. 1 or after 3 years in case the allottee has chosen Payment Option no. 2, from the date of issue of Allotment Letter.*
 - 6) During the bid process, it shall be the responsibility of the bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money Deposit*

3.9. Change in constitution

3.9.1. Change in Constitution may be allowed, if at all, by the Lessor/GNIDA as per the prevailing policy of the Lessor/GNIDA as prevailing on the date of submission of CIC request letter by the Lessee and upon payment of prescribed fees / charges and compliance of all required formalities.

3.9.2. In case of Change in Constitution of the Lessee/Allottee or the Consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 45 days, Lessee shall be subjected to penalties as per the prevailing policy.

3.10. Change in Shareholding

3.10.1. Change in Shareholding may be allowed, if at all, by the Lessor/GNIDA as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Lessee/Allottee and after payment of the prescribed Fees/charges.

3.10.2. In case of Change in Shareholding of the Lessee/Allottee or the Consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 45 days, Lessee shall be subjected to penalties as per the prevailing policy

3.11. Transfer of Plot

3.11.1. No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.

3.11.2. Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter (through ERP system or via email "authority@gnida.in") by the Allottee and after the following:

1. payment of prescribed fees/charges,
2. clearance of all up to date dues, and
3. overdue installment towards premium of land.

3.11.3. The Allottee / lessee expressly agrees that in the event any application for transfer is made and the Authority grants permission therefor, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.

3.11.4. 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

3.12.1. 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 *Ref no. G.N./Institutional/2019/80 and dated 24/06/2020*, 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 IBC (Insolvency and Bankruptcy Code) 2016, GNIDA will be treated a Secure Financial Creditor and this lease deed shall be a Financial / Capital Lease Deed.

3.13.2. Under the circumstances, where the Lessee/Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, Lessor will be treated as Secure Financial Creditor and the dues (including penalties) of the Lessee/Allottee shall be recovered through this procedure, treating Lessor/GNIDA as a Secure Financial Creditor.

3.13.3. All amounts that are payable by the Lessee/Allottee to the Lessor/GNIDA under this Deed, whether towards the outstanding premium or lease rent or any other account whatsoever shall constitute a financial debt within the meaning of the IBC, 2016 AND the same shall constitute a charge on the leased property within the meaning of T.P. Act and / or IBC, 2016.

3.13.4. The Lessee/Allottee expressly agrees that till such time all dues payable to the Lessor/GNIDA under these presents, whether on account of unpaid premium or lease rent or any other account are duly paid and so acknowledged by the Lessor/GNIDA, the leased premises shall remain a valuable security in the hands of the Lessor/GNIDA so as to secure due payment under Lease Deed. The premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016. The Lessee/Allottee agrees that possession of lease land

is given, which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the Lessee/Allottee from its allottees shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.

3.13.5. The Lessor/GNIDA shall always have first charge over the leased premise in contrast to every financial institution or Bank from whom the Lessee/Allottee may borrow funds for completion of the project on the leased premise or any allottee of the Lessee/Allottee.

3.13.6. The lessee shall be bound to disclose to Allottees/buyers, prior to confirmation of allotment of any flat space to be constructed or already constructed, about the outstanding towards the Lessor/GNIDA and that such outstanding constitute a priority compared to the allottees in the construction or to be constructed flat space.

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. Permission to Mortgage

3.15.1. Permission to mortgage may be allowed by the Lessor as per its prevailing policy, if any, as on the date of submission of such permission by the Lessee and after payment of prescribed fees / charges. No Permission to

mortgage shall be issued in case of there are outstanding payable to the Lessor/ Gnida on the date permission is granted.

- 3.15.2. In the event any Permission to mortgage is issued by the lessor, then this Lessor shall always hold the first charge and will remain Secured Financial Creditor as per definitions of IBC (*Insolvency and Bankruptcy Code*), 2016 in contrast of the Bank / Financial Institution or Allottee of flat/built-up space.

3.16. Misuse, Additions, Alterations etc.

3.16.1. The Lessee/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. 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 prevailing policy of GNIDA for reference of the Allottee is as follows:

3.19.2. 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:

1. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
2. Any violation of the directions issued or of the rules and regulations framed by Pollution Control Board or by GNIDA or by any other statutory body.
3. In case of default on the part of the applicant/Allottee of any breach/violation of the terms and conditions of the registration, Allotment/Registration Money, lease rent and/or non-deposit of the allotment amount, instalments or any other dues.

3.19.3. 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.

3.19.4. 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.

3.19.5. 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.

3.19.6. In addition to the above clause:

1. If the check list is issued for the purpose of execution of Lease Deed but the Allottee has not executed the Lease Deed before cancellation, late lease penalty shall be deducted till the date of cancellation of the plot.
2. If the Allottee has executed the lease deed before the cancellation of the plot, lease rent amount shall be deducted till the date of cancellation of the plot.

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 Authorized Officer of GNIDA can restore the plots as per the prevailing policy of the Authority as the time of submission of request letter after payment of applicable fees and charges. The prevailing policy of GNIDA for reference of the Allottee is as follows:

3.20.2. GNIDA can exercise cancellation of plots for breach of terms and conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorized 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 as per the prevailing policy of GNIDA (*Presently, @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. No amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.

3.22. Other Clauses

- 3.22.1. The Authority reserves the right to make any 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.
- 3.22.2. If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the Earnest Money deposited by applicant would be refunded. However, in case the period of deposit exceeds one year then the amount shall be refunded along with simple interest @ 4% per Annum.
- 3.22.3. 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.
- 3.22.4. In case there is any change of reserve price of allotment from any order of honorable High Court/Supreme Court or Government/Board of Uttar Pradesh, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the

additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.

- 3.22.5. GNIDA will monitor the implementation of the project. 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. The Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are issued there under from time to time.
- 3.22.7. Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad (Prayagraj).
- 3.22.8. The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before applying. No claim whatsoever shall be entertained by the Authority in regard to the situation, location of physical status of the demised plot.
- 3.22.9. 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. Non-receipt or any delay as receipt of such approvals shall not be a ground to claim extension in time schedule of the implementation of project, either with or without charges.
- 3.22.10. In case an existing link road comes anywhere in the plot area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by GNIDA.
- 3.22.11. All arrears towards premium, lease rent or any other dues payable to the Authority shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.
- 3.22.12. The Lessee/ sub-lessee(s) shall not be allowed to assign or change his role, otherwise the Lease may be cancelled, and entire money deposited shall be forfeited.
- 3.22.13. GNIDA in larger public interest has the right 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, its sub-allottees / lessees.
- 3.22.14. The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. Any breach in this regard shall constitute breach of the terms of the Lease Deed.
- 3.22.15. The Lessee / its allottee / sub-lessee shall follow all the rules and regulations of RERA and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.
- 3.22.16. All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee.
- 3.22.17. The Allottee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management.

3.22.18. As per prevailing Sector Wise Rate List on the last date of Proposal Submission. Prevailing policy of the Authority attached as Section V: Annexure, Land Rates 2022-2023. (*Office order:*
_____)

3.22.19. All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee.

3.22.20. In case of any differences or inconsistency between conditions as occurring in this lease deed and Scheme Brochure, then the conditions of this lease shall override and shall be binding on the Lessees, its allottees / sub-lessees.

4. Forms

4.1. Form No. 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
- University
- Hospital / Medical College (With or without hospital) / Nursing Home
- Socio-Cultural center

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 non-refundable / nonadjustable. And registration money equivalent to 10% to total premium of the plot.

- 1) Online payment receipt No. _____ dated _____ for Rs. _____ towards the registration money (10% of total premium).
- 2) Online payment receipt No. _____ dt. _____ for Rs. _____ towards non-refundable / non-adjustable processing fees.
- 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:

| # | Description | Enclosed "Yes" not Enclosed "No", Not Applicable "NA" |
|----|--|---|
| 1 | Form No. 1 – Application Form | |
| 2 | Form No. 2 – Financial Statement of Turnover | |
| 3 | Form No. 3 – Financial statement of Net Worth | |
| 4 | Form No. 4 – Solvency Certificate | |
| 5 | Form No. 5 – Format for affidavit | |
| 6 | Form No. 6 – Project Report (<i>Feasibility report of the proposed project to be signed by applicant and certified by CA. Land required, depicting the land use pattern, construction plan & schedule of implementation, Employment Generation plan, Proposed total investment in the project and year wise phasing. Three years projected cashflow, depicting sources of inflows for the project, to be signed by applicant and certified by CA.</i>) | |
| 7 | Form No. 7 – Format for affidavit (<i>Non-Defaulter Declaration</i>) | |
| 8 | Certificate of incorporation/ registration, memorandum & article of association of the company of rules & regulations of society/trust/partnership deed/firm (<i>to be signed by applicant and certified by CA</i>). | |
| 9 | Background of the promoters | |
| 10 | List of the Directors and their respective equity shareholding. | |
| 11 | Audited balance sheet (<i>three consecutive FYs from last 4 FYs</i>) of 2018-19, 2019-20, 2020-21 & 2021-22 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. | |
| 12 | All other documents as per Clause No. 1.6 – List of documents | |

- 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. **Form No. 2: Financial Statement of Turnover**

Name of Applicant -----

| Sr. No. | Description | (as per audited balance sheet) | (as per audited balance sheet) | (as per audited balance sheet) | Total |
|---------|--|--------------------------------|--------------------------------|--------------------------------|-------|
| | | Year 1 | Year 2 | Year 3 | |
| 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. **Form No. 3: Financial Statement of Net Worth**

Name of Applicant -----

| Sr. No. | Description | Amount in crore Rupees | Remarks |
|---------|--|------------------------|---------|
| 1. | Net Worth as on latest Financial Year ending (31.3.2021 or 31.3.2022) 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. Form No. 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
Solvency 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. Form No. 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 _____ (insert the type of plot to be allotted) 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/Trust/Legal Entity/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. **Form No. 6: Project Report (Certified by CA)**

Name of Applicant -----

Key information to be included (*but not limited to*) in the Project Report:

1. Feasibility of the proposed project
2. Land required - depicting the land use pattern, construction plan & schedule of implementation (*Within 2 years/3 years/ 4 years*)
3. Employment Generation plan (*More than equal to 40%/30%/20% employment to local employees*)
4. Financial strength (*Self-funded vs Bank Loan*)
5. Technical & relevant experience in similar sector
6. Proposed total investment in the project and year wise phasing
7. Expansion Plan
8. Three years projected cashflow, depicting sources of inflows for the project

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. Form No. 7: Format for Affidavit (Non-Defaulter Declaration)

(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/Partnership).

Ref.: Application of _____ (insert the type of plot to be allotted) Plot in Greater Noida Industrial Development Authority Area.

1. I, the undersigned, do hereby certify that our Company/_____ M/s _____ nor any of its director/constituent partners are defaulter's or are part of defaulter's list of GNIDA (*For all land uses*) on the last date of Application / Proposal Submission.

Signature of Authorised signatory

Stamp of applicant with name

And Status/ designation

4.8. Land Rates

| Rate Analysis of Institutional Plots in Greater Noida (Sq. Meter) | | | | | |
|---|--|-----------|--------------|-------------------|----------------|
| GNIDA Approved Slab rates (2022 - 23) | | | | | |
| ZONE | Sector | Uto 5,000 | 5,001-25,000 | 25,000 – 1,00,000 | Above 1,00,000 |
| A | Alpha 1,2, Gamma 1,2, Delta 1,2,3, Beta 1,2, Swarn Nagari, Knowledge Park – 1,2,3,4 & 5, Tech Zone – 2,4, Eco tech 1 Extension 1 | 22,500 | 21,000 | 19,000 | 17,000 |
| B | Omega 1,2, Chi 2,3,4,5, Omega (P1, P2, P3, P4, P5, P6, P7, P8), Pi 1,2, Phi 1,2,3,4, Eta 1,2, Omicron 1,2,3,1A, Sector 36 (Rho 1), Sector 37 (Rho 2), Xu 1,2,3, Zeta 1,2, Mu, Mu 1, Sigma 1,2,3,4, Psi, Sector 2,3, Tech zone, Tech zone 7 | 20,500 | 19,000 | 17,000 | 15,000 |
| C | Sector 1,4,10,12,16,16B, 17A, Eco Tech 2,3 | 18,500 | 17,000 | 15,000 | 13,000 |

| Rate analysis of Hospital/ Nursing Home Plots in Greater Noida (Sq. Meter) | | | |
|--|---|-----------|-----------------|
| GNIDA Approved Rates and Slabs (2022 - 23) | | | |
| ZONE | Sector | Uto 4,000 | 4,001 to 10,000 |
| A | Alpha 1,2, Beta 1,2, Gamma 1, 2, Delta 1,2, 3, Omega 1,2, Sector 4, 36 (Rho 1), 37 (Rho 2), Eco Tech 1 (Sector – 31), Eco Tech 3, 12, Knowledge Park 1,2,3 | 34,000 | 24,000 |
| B | P4, P6, P8, Phi 1, Sector 1,3, P3, P7, Phi 2, Pi 1,2, Eco Tech 2,6, Swarn Nagari (Tau), Knowledge Park 4 | 33,000 | 22,000 |
| C | P5, Eta 1,2, Sector 2,16, Mu, Omicron 1, 1A, 2, 3, Xu 1, Chi 1, Sigma 1,2, Omega 3, Zeta 1,2, Eco Tech 1, Eco Tech 1 (Ext), Eco Tech 1 (Ext 1), Eco Tech 4, Sector 16 (Industrial), Knowledge Park 5, Phi 4 | 32,000 | 20,000 |
| D | Chi 2,3,4, Phi 3, Mu 1, 2, Xu 2, Sector 10,12, Sector Psi, Sigma 2,3,4, Psi 1, Eco Tech 7,8,10,11, Sector 18, 23 | 31,000 | 18,000 |