



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

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

SCHEME FOR MASTER PLAN LEVEL COMMERCIAL PLOTS IN GREATER NOIDA

(FAR 4.0)

SCHEME CODE:

CPS-1/2023-24





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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.	Date of opening of Bids	As mentioned in the portal						
4.	Issuance of Allotment Letter	To be communicated on a later date						
5.	Contact person, designation and contact details (address and phone nos.) in the Authority office	Manager, Commercial Department Greater Noida Industrial Development Authority Plot No: 01, Knowledge Park IV, Greater Noida Uttar Pradesh 201310 Phone No: +91-120 2336030 Website: www.greaternoidaauthority.in						
6.	Allotment method for the scheme	E-Auction						
7.	Availability of scheme brochure (GNIDA)	Can be downloaded from the Authority's website www.greaternoidaauthority.in https://etender.sbi						
8.	Processing Fee	<table border="1"> <thead> <tr> <th>For plots up to 5000 Sqm</th> <th>For plots more 5000 Sqm but up to 10000 Sqm</th> <th>For plots more 10,000 Sqm</th> </tr> </thead> <tbody> <tr> <td>INR 1.15 Lakhs (inclusive of GST)</td> <td>INR 2.15 lakhs (inclusive of GST)</td> <td>INR 4.15 lakhs (inclusive of GST)</td> </tr> </tbody> </table>	For plots up to 5000 Sqm	For plots more 5000 Sqm but up to 10000 Sqm	For plots more 10,000 Sqm	INR 1.15 Lakhs (inclusive of GST)	INR 2.15 lakhs (inclusive of GST)	INR 4.15 lakhs (inclusive of GST)
For plots up to 5000 Sqm	For plots more 5000 Sqm but up to 10000 Sqm	For plots more 10,000 Sqm						
INR 1.15 Lakhs (inclusive of GST)	INR 2.15 lakhs (inclusive of GST)	INR 4.15 lakhs (inclusive of GST)						
9.	Earnest Money Deposit/ Registration Money	10% of the Premium/ cost of plot						
10.	Payment Schedule	<p>Option 1: Applicant/ Allottee has option to make full and final payment of the total premium (including Earnest Money/ Registration Money) of the plot 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.</p> <p>Option 2: Applicant/ Allottee has option to pay 40% of the total premium of the plot (including Earnest Money/ Registration Money) within 60 days from the date of issue of Allotment Letter. Balance amount 60% of the total premium of the plot has to be paid in 3 years in 6 half yearly instalments.</p> <p>The rate of interest on Instalments shall be as per the prevailing interest rates of GNIDA, from time to time (current interest rate is 10% p.a. as of 1st of January 2023). This rate will change as per interest rate revision by GNIDA.</p>						



#	Head	Details
11.	Mortgage permission fee	As per the prevailing policy of the Authority, if at all, at the time of submission of Permission to Mortgage request letter by the Allottee and after payment of the prescribed Fees/charges.
12.	Transfer	No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor. Thereafter, 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
13.	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.
14.	Location charges	As per Clause No. 3.4
15.	Permissible commercial activity	The only permissible commercial activities are: 1. Development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, restaurants, Banks, hotels, banquet halls, offices and other such commercial 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.
16.	Norms of development	1. Floor Area Ratio (FAR): 4 (No purchasable FAR shall be admissible in future) 2. Norms related to permissible FAR, Ground Coverage, setbacks and permissible height shall be as per Building Bylaws of the GNIDA at the last date of Bid Submission. 3. Other norms for development/construction shall be as per the applicable Building Regulations of GNIDA at the last date of Bid Submission. 4. In case of discrepancy between Building Bylaws/Regulations and development norms as mentioned in this Scheme document, then Building Bylaws/Regulations at the last date of Bid Submission of GNIDA shall prevail.
17.	Reserve Price	As per Sector Wise Rate List Section V: Annexure, Land Rates 2023-2024. Prevailing policy of the Authority attached as Section V: Annexure, Land Rates 2023-2024. (Office order: 27314/GN/Finance/2022-23 Dated: 19/04/2022).
18.	Rate of annual Lease Rent	2.5% of the total premium of the plot to be increased by 50% automatically every ten years.



#	Head	Details
19.	Construction Period	Time limit for obtaining Completion Certificate (from the date of execution of Lease Deed): 3 Years Minimum requirement for sanction/completion shall be as per Clause No. 2.1.5
20.	Amalgamation or Sub-division	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.
21.	Consortium	Allowed but will remain unchanged till Completion of full project.



Section I: Instructions to the Bidders/Applicants

1.1 Definitions:

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

- i) "Authority" means the Greater Noida Industrial Development Authority
- ii) "Authorised Bank" implies the bank that has been identified by the Authority
- iii) "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
- iv) "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
- v) "Allottee" is the person whose bid for allotment has been approved by the competent officer
- vi) "Allotment committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment under the advertised scheme.
- vii) "Bidder/Applicant" is the person/entity who has submitted bid in response to this scheme.
- viii) "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
- ix) "Consortium" refers to the group of entities (not exceeding 5) jointly submitting the Bid as a Bidder. Each of the members of the Consortium shall individually be referred to as "Consortium Member".
- x) "Day" means calendar day
- xi) "Occupancy certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as fit for occupancy post completion
- xii) "Government" means the Government of Uttar Pradesh
- xiii) "Lead Member" means
 - a. where the Applicant/Bidder is a Consortium, the Consortium Member having at least 30% stake in the Consortium, meeting the Eligibility Criteria, either by itself or through one of its Affiliate and designated as the "Lead Member" of such Consortium by all the Consortium Members.
- xiv) "Net worth" from Financial Statement, where Net worth shall be calculated as below:
 - a. 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)
 - b. 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.
 - c. 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.
 - d. In case of a **Trust**: Corpus fund and General Fund taken together shall be considered as Net Worth of the Trust.



- e. In case of a **Society**: Corpus fund and General Fund taken together shall be considered as Net Worth of the Society.
- f. In case of a **New Company**: Net Worth of Promoters/ Directors
- xv) "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
- xvi) "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
- xvii) "Lessee" is the person/entity who holds the lease of a property or tenant
- xviii) "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is GNIDA.
- xix) "Transfer Deed" is a contractual agreement by which a property (herein land) is transferred from its legal Lessee to another party.
- xx) "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
- xxi) "Sub-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.
- xxii) "Reserve Price" is the minimum price as determined by the Authority for this scheme/property and would act as the base price at which the bidding starts.
- xxiii) "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. (GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium).
- xxiv) "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xxv) "P.T.M." Permission to Mortgage.

1.2 Eligibility Criteria

- 1.2.1** Any Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public limited company or consortium of any of these can submit Bid(s) for one or more than one plot. The firms and the companies should be registered in India.
- 1.2.2** Note: Bidder(s)/Applicant(s)/Consortium Partner(s) which are part of the defaulters' lists as per record of GNIDA on the last date of Bid Submission are not eligible to participate and their Bids shall be automatically disqualified
- 1.2.3** The Bidder should be competent to contract.
- 1.2.4** A separate application form shall be required to be submitted for each plot.
- 1.2.5** In case where the plot is greater than 1,000 Sqm, the Bidder may form a consortium as per the following conditions:
- i. Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with the Greater Noida Authority. Lead Member should be the single largest shareholder having equity at least 30% share in the consortium.
 - ii. Each member of the consortium will have equity stake of at least 5%.
 - iii. The group of entities jointly submitting the Bid as a Consortium shall not exceed 5 (five).



- iv. The Lead Member and the Consortium Members should jointly qualify the minimum financial requirement of net worth, solvency and turnover in proportion to their percentage shareholding in the consortium created and shall be calculated as illustrated in the following example:
- In case of a consortium with the following shareholding:
 - Lead Member = 40% Share
 - Consortium Member = 20% Share
 - Consortium Member = 20% Share
 - Consortium Member = 20% Share
 - In this case, the Net Worth/ Solvency/ Turnover for the consortium shall be sum of Eligible Net Worth/ Solvency/Turnover in proportion to their percentage shareholding in the consortium. The Eligible Net Worth/ Solvency/ Turnover for the individual Consortium Members shall be calculated as follows:
 - Eligible Net Worth/Solvency/Turnover for a Consortium Member = Shareholding Percentage x Net worth of Consortium Member
 - For example, if the Total Net Worth of Consortium members is as follows:
 - Lead Member = 50 Crore
 - Consortium Member = 20 Crore
 - Consortium Member = 20 Crore
 - Consortium Member = 20 Crore
 - The Eligible Net Worth shall be as follows:
 - Lead Member = 40% x 50 Crore = 20 Crore
 - Consortium Member = 20% x 20 Crore = 4 Crore
 - Consortium Member = 20% x 20 Crore = 4 Crore
 - Consortium Member = 20% x 20 Crore = 4 Crore

In this case, the Total Eligible Net Worth of Consortium shall be:
 $20 + 4 + 4 + 4 = 32$ Crore
- v. In case of a Consortium, the members shall submit an irrevocable Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MOA 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 duly registered/notarized with appropriate authority.
- vi. **Special Purpose Company (SPC)**
- In case a plot is allotted to a Consortium, they have to form a Special Purpose Company (SPC) that will subsequently carryout all its responsibilities as the Allottee. The SPC must necessarily be a Firm/Company registered in India with the appropriate Statuary Authority. The shareholding and Lead Member of the SPC shall be same as the MOA/MOU signed between all Consortium Members. Lease deed shall be made in favor of the Special Purpose Company (SPC).
 - All SPC Members/Shareholders shall be jointly and severally responsible for the successful implementation of the Project.
 - All Members/Shareholders of the SPC shall have to maintain 100% shareholding/ownership and their shareholding/ownership percentage shall remain same till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.



1.3 Qualification Criteria

1.3.1 Financial Eligibility Criteria:

#	Parameters	For plots up to 1000 Sqm	For plots more 1000 Sqm but up to 2000 Sqm	For plots more 2000 Sqm but up to 3000 Sqm	For plots more 3000 Sqm but up to 4000 Sqm	For plots more 4000 Sqm but up to 5000 Sqm	For plots more 5000 Sqm but up to 9999 Sqm	For plots of 10,000 Sqm and more
I	Minimum Net Worth as on 31.3.2022 or 31.3.2023 duly certified by the Bidder/Applicant's statutory auditors/ Chartered Accountant	None	INR 2 Crore	INR 3 Crore	INR 4 Crore	INR 5 Crore	INR 10 Crore	INR 15 Crore
II	Minimum Solvency as per Certificate not more than 6 months old, from a Nationalised/ Scheduled Bank	None	INR 20 Lakhs	INR 30 Lakhs	INR 40 Lakhs	INR 50 Lakhs	INR 1 Crore	INR 1.5 Crore
III	Minimum Total Cumulative Turnover for any of the last 3 accounting years duly audited by the Bidder/Applicant's statutory auditors / Chartered Accountant i.e. 2019-20, 2020-21, 2021-22 and 2022-23 as per the last published balance sheets.	None	INR 4 Crore	INR 6 Crore	INR 8 Crore	INR 10 Crore	INR 20 Crore	INR 25 Crore

1.3.2 Note: Bidder(s)/Applicant(s)/Consortium Partner(s) or their Directors or Promoters which are part of the defaulters' lists as per record of GNDA on the last date of Bid Submission are not eligible to participate and their Bids shall be automatically disqualified.



1.4 How to apply & Acceptance of Bid

- 1.4.1** Portal for e-auction <https://etender.sbi> can also be accessed through a link at GNIDA website www.greaternoidaauthority.in
- 1.4.2** 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.
- 1.4.3** 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.
- 1.4.4** 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 is required to deposit a separate EMD for each advertised property.
- 1.4.5** 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.
- 1.4.6** Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
- 1.4.7** Bidding will not be permissible below the reserve price/allotment rate of the plot.
- 1.4.8** 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.
- 1.4.9** 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.
- 1.4.10** 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. Credit Card | : For document download fee and processing fee |
| B. Net Banking | : For document download fee, processing fee and EMD |
| C. NEFT | : For document download fee, processing fee and EMD |
| D. RTGS | : For EMD |
| E. Branch Option (SBI Cheque) at SBI branch | : For document download fee, processing fee and EMD |
- 1.4.11** Incomplete bid documents will not be considered.
- 1.4.12** The Bidder/Applicant cannot withdraw the offer/ bid once made.



1.4.13 Customer Care for technical support on registration, deposit of fees, e-auction etc. Phone: 022-22811110 email: etender.support@sbi.co.in

1.4.14 For further inquiries contact: Office of the Desk Officer Commercial Department, Plot No. 1, KP IV, Greater Noida, Uttar Pradesh 201301 between 10.00 AM to 02.00 PM.

1.4.15 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. The size of the plot may be increased or decreased.

1.4.16 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.

1.4.17 There will be no correspondence on issues/grounds raised in Disqualified Bids.

1.5 Language and currency

1.5.1 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)

1.6 Applicant's responsibility

1.6.1 It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:

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

1.6.2 GNIDA shall not be liable for any mistake or error or neglect by the Applicant.

1.7 Documents required with Application

1.7.1 Following documents duly signed by the applicant and certified by Chartered Accountant on each page, should be enclosed with the application form for registration:

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 certified by a Chartered Accountant as on date of submission of Bidder/Applicant
- 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, corporates and the public as on date of submission of Bid
- Board resolution authorizing the applicant (Authorized Signatory – company secretary or M.D. of the company) to sign on behalf of the company for making this application.
- Net Worth Statement certified by the statutory auditors/Chartered Account of the Company firm as per Form 4.3



- Audited annual Financial reports for the last three (3) consecutive years i.e. 2017-18, 2018-2019, 2019-20 and 2020-21 certified by the CA as per the last published balance sheets 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.
- 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 Form No. 4.6

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.
- 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.
- Net Worth Statement certified by the statutory auditors/Chartered Account of the Partnership firm as per Form 4.3
- Audited annual Financial reports for the last three (3) consecutive years i.e. 2017-18, 2018-2019, 2019-20 and 2020-21 certified by the CA as per the last published balance sheets 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
- 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 Form No. 4.6

C. In case of Proprietorship:

- Application Form as per Form No. 4.1
- Net Worth Statement certified by the statutory auditors/ Chartered Account of the Proprietorship firm as per Form 4.3
- Audited annual Financial reports for the last three (3) consecutive year i.e. 2017-18, 2018-2019, 2019-20 and 2020-21 certified by the CA as per the last published balance sheets 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
- 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 Form No. 4.6

Apart from the above list (not exhaustive) relevant documents mentioned in any other part of this document also needs to be submitted.

1.8 Extension of time limit for deposit of Allotment money

- 1.8.1** No extension regarding time period will be allowed for the deposit of Allotment Money. In case of default in payment, the allotment letter will be cancelled, and the Earnest Money will be forfeited by the Authority.



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 Commercial plot, then there will be e-auction between all applicants on the date as mentioned on the E-auction Portal/Greater Noida Website. Details instructions/process for e-auction via SBI Portal (<https://etender.sbi>) is elaborated in Clause no. 1.4 - 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 Commercial 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** 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 Payment Schedule

- 1.10.1 Option 1:** Applicant/Allottee has option to make full and final payment of the total premium of the plot within 90 days from the issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot.



1.10.2 Option 2: Applicant/Allottee has option to pay 40% of the total premium of the plot (including Earnest Money / Registration Money) within 60 days from the issue of Allotment letter. Balance amount 60% of the total premium of the plot has to be paid by in 3 years in 6 half-yearly instalments. The rate of interest on instalments shall be as per the prevailing interest rates of GNIDA, from time to time (current interest rate is 10% p.a. as of 1st of Jan 2023). This rate will change as per interest rate revision by GNIDA.

1.11 Other conditions:

- i. 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.
- ii. 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.
- iii. The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
- iv. 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.
- v. The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the outstanding Lease Rent, if any, and then towards premium due.
- vi. 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.
- vii. In case of allotment of additional land, the payment of the premium of the additional land shall be made 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.
- viii. 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.
- ix. 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.

1.12 Unsuccessful applicants

- 1.12.1** The Registration Money/ Earnest Money of unsuccessful applicants shall be returned to them without interest. However, if the period of deposit is more than one year, simple interest @ 4% p.a. shall be paid for the period of deposit exceeding 1 (one) year.



2 Section II: Special Conditions

2.1 Implementation & Extension:

- 2.1.1** Development Norms shall be as per the prevailing Building Regulations/ Byelaws of GNIDA on the last day of Bid 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.
- 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** Extension for Completion: 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. The current extension charges applicable for construction period for reference of the Applicant are as follows:

Sr. No.		Time extension charges
1	For fourth year the penalty shall be	1% of the total Premium per year
2	For fifth year the penalty shall be	Additional 2% of the total Premium per year

Note: Maximum extension for completion (*including extension*) given to Allottee shall be five (5) years. After this period, the allotment would automatically stand cancelled in reference to the GO number: 1117 (2)/LXXIX-V-1-2020-2(ka)-17-2020, as amended from time to time. All permission of extension and penalties will be calculated from date of execution of lease deed.

- 2.1.5** The Allottee / lessee expressly agrees that no layout and / or building plan shall be approved and communicated unless all outstanding towards premium, lease rent etc. as on the date of submission of application and up to the date of approval have been duly paid to the Authority. Likewise, no Completion Certificate or Occupancy Certificate shall be issued by the Authority until all outstanding towards premium lease rent etc. have been duly paid to the Authority.
- 2.1.6** The Allottee / lessee shall not put any of its Allottee of flat/built-up space into possession for any reasons whatsoever whether for fitment etc prior to issue of Completion Certificate / Occupancy Certificate AND without clearing all dues.



- 2.1.7** The Allottee / lessee shall not be entitled to seek change / alteration under approved layout plans except in line with applicable byelaws and all applicable statutory provisions like RERA etc.
- 2.1.8** Real Estate (Regulation and Development Act) 2016, UP Apartments ACT where applicable and the rules made under it will be followed by the developer.
- 2.1.9** The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the completion certificate issued from Planning Department of the GNIDA phase wise as per the building regulations and directions of the GNIDA for minimum built-up area as per table mentioned below: -

Sr. No.	Plot Area (in Sqm)	Min. Built-up as percentage of total FAR
1	Up to 4,000 sqm	50%
2	Exceeding 4,000 sqm but not exceeding 10,000 sqm.	40%
3	Exceeding 10,000 sqm but not exceeding 20,000 sqm.	35%
4	Exceeding 20,000 sqm but not exceeding 10,0000 sqm.	30%
5	Exceeding 1,00,000 sqm but not exceeding 2,00,000 sqm.	25%
6	Exceeding 2,00,000 sqm but not exceeding 4,00,000 sqm.	20%
7	Above 4,00,000 sq. mtrs.	15%

2.2 List of activities permissible on the plot

- 2.2.1** The list of activities permissible for Floor Area Ratio (FAR) 4 shall be - Development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, restaurants, banks, hotels, banquet halls, offices and other such commercial 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.

2.3 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. The prevailing Building Regulations for reference of the Applicant are as follows:

Maximum permissible Floor Area Ratio (FAR)	4.0 <i>(as per building byelaws)</i>
Maximum permissible Ground Coverage	40% <i>(as per building byelaws)</i>



Maximum permissible Height	<i>No limit</i> <i>(as per building byelaws)</i>
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2.4 Permissible Norms

- 2.4.1** All the infrastructural services within the plot area only shall have to be provided by the Allottee.
- 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 ESCROW Account

3.1.1 The Allottee may have to open ESCROW Account as per prevailing Policy of the Authority.

3.2 Execution of Lease Deed

3.2.1 The Allottee will be required to execute the Lease Deed of the plot within 30 days from the date of issue of check list which shall be issued soon after the acknowledgement of receipt of allotment letter and payment of the dues in accordance with the payment plan opted by the Allottee. In case of failure to do so, the allotment of plot may be cancelled and 30% of the premium (Bid amount) of the plot & any charges, interest and any other penalties may be forfeited.

3.2.2 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/charges. The current prevailing policy of the Authority of is as follows:

1	First 6 Months	1% of the total premium of the Plot
2	Second 6 Months	Additional 2% of the total premium of the Plot
3	Third 6 Months	Additional 4% of the total premium of the Plot
4	Fourth 6 Months	Additional 8% of the total premium of the Plot
	After that	Additional 2% of total premium of the plot per month for a maximum of one (1) year. Therefore, the maximum extension given will be three (3) year. After this period the allotment would stand cancelled.

Note: Extension of time and applicable penalties/fees/charges shall be calculated from due date of execution of lease deed.

3.2.3 Documentation charges: All cost and expenses of preparation, stamping and registering of 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.

3.2.4 **Period of lease:** 90 years from the date of execution of Lease Deed.

3.3 Lease Rent

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

- i. The Lease Rent will be 2.5% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.
- ii. After every ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future.



- iii. 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.
- iv. In case of failure to deposit the due Lease Rent by the due date, interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 9% p.a. as of 1st of January 2023 = 12% 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
- v. The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @2.5% = 27.5% of the total premium of the plot) as One Time Lease Rent unless the Authority decided to withdraw this facility. On payment of one-time Lease Rent, no further annual Lease Rent would be required to be paid for the balance lease period, this option may be exercised at any time during the lease period, provided the Allottee has no outstanding lease rent arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

3.4 Location charges

- 3.4.1 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.

3.5 Possession of the plot

- 3.5.1 Date of execution of Lease Deed shall be considered as the date of possession of the Plot.
- 3.5.2 Execution of Lease Deed(s) can be done only after a **minimum payment of 40%** of premium and one-year Lease Rent, in advance. On the date of execution of the Lease Deed there remains no outstanding amount payable to the GNIDA whether on account of installment towards the premium or any account head whatsoever.

3.6 Variation in actual area of allotted plot

- 3.6.1 The Area of the commercial plots stated in the Brochure is approximate. The Bidder/Applicant whose Bid is accepted, shall have to accept any variation, up to 10% either way in the area of the commercial plot, for which the Bid has been offered. The premium of the commercial plot will accordingly be calculated due to such variation in the area.
- 3.6.2 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).

3.7 As is where basis/ Lease period

- 3.7.1 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 Bid submission. No claim whatsoever is admissible on account of physical status of the land of the plot offered for allotments.

3.8 Surrender



- 3.8.1** 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:
- 3.8.2** The Allottee can surrender the allotment with an online application within 30 days from the date of allotment. 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.
- 3.8.3** In case the allotment is surrendered after 30 days from the date of allotment but before the execution of Lease Deed, the total deposited amount or 15% of total premium after e-auction, whichever is less, will be forfeited by the Authority. Balance amount, if any, after adjustment of all dues of authority, will be refunded without interest. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.
- 3.8.4** In case the allotment is surrendered after Lease Deed execution, the total deposited amount or 20% of total premium after e-auction, whichever is less, will be forfeited by the Authority. Balance amount after recovering the lease rent till date of surrender and adjustment of all dues of the authority, if any, and after forfeiting the amount as indicated above, will be refunded without interest. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.
- 3.8.5** The date of surrender in the above case shall be the date on which the application for surrender is received online via email "authority@gnida.in". No subsequent claim on the basis of any postal certificate etc. will be entertained. The Allottee has to execute surrender deed, if Lease Deed/Transfer Deed has been executed then all the original legal documents are to be surrendered unconditionally to GNIDA.

3.9 Change in Constitution (CIC)

- 3.9.1** Change in Constitution may be allowed 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.
- 3.9.3** Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

3.10 Change in Shareholding (CIS)

- 3.10.1** Change in Shareholding may be allowed 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.

3.10.3 Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

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 No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

3.11.3 Thereafter, Transfer of plot may be allowed by the GNIDA as per the prevailing policy of the Authority, if at all, 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:

- i) payment of prescribed fees/charges,
- ii) clearance of all up to date dues, and
- iii) overdue installment towards premium of land.

3.11.4 The Allottee / Lessee expressly agrees that in the event any application for transfer is made and the Lessor 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.

3.11.5 Transfer of Built-up spaces (Sub-lease):

- i) Transfer of Built-up spaces will be allowed only after obtaining completion certificate for the entire project has been taken by the Lessee.
- ii) The sub-lessee undertakes to put to use the premises for the commercial use only.
- iii) First sale/transfer of a built-up space to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the Authority in writing.
- iv) No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
- v) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

3.11.6 The Allottee/Lessee, after obtaining completion certificate, is allowed to rent out shops at its discretion without obtaining any permission from GNIDA. But the Allottee needs to inform GNIDA about such details in prescribed format (Details such no. of rent agreement and name and address of parties etc.)

3.12 Role of GNIDA as per IBC 2016

3.12.1 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.

3.12.2 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.



- 3.12.3** 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.
- 3.12.4** 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.
- 3.12.5** 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.
- 3.12.6** The lessee shall be bound to disclose to buyers, prior to confirmation of allotment of any unit/flat/Built-up 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/ built-up space.

3.13 Maintenance

- i. The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.
- ii. The Allottee/Lessee/Sub-Lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee and Sub-Lessee(s) will be personally and severely liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.
- iii. No objection on the amount spent on maintenance of the buildings and the common services, will be entertained by the Lessor and the decision of Lessor in this regard shall be final and binding on the Lessee or its Allottees / Sub-lessee(s).
- iv. The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of Greater Noida Industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976, RERA Act and UP apartments Act 2010 and Rules made therein, and any other Act and Rules, from time to time.



- v. In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

3.14 Permission to Mortgage

- 3.14.1** Permission to mortgage may be allowed by the Lessor as per its prevailing policy 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.
- 3.14.2** 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.

3.15 Misuse, Additions, Alterations, etc.

- 3.15.1** 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.
- 3.15.2** 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.
- 3.15.3** 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 Lessor/GNIDA in this regard.

3.16 Indemnity

- 3.16.1** The Allottee / Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Lessee. The Lessee shall execute an indemnity bond, indemnifying the Lessor/Authority and its officers and employees against all disputes arising out of
 - i. The non-completion of work
 - ii. The quality and validity of development, construction, operations and maintenance
 - iii. Any dispute or claim whatsoever arising out of any accident during construction or during maintenance or working / functioning or inhabitation of the constructed building to any guest or sub-lessee.
 - iv. Any dispute or claim arising out of any allegation of infringement of any Intellectual Property Rights etc. in the designing etc. of the building to be constructed by the lessee.
 - v. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser



3.17 Liability to Pay Taxes

3.17.1 The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

3.18 Overriding Power over Dormant Properties

3.18.1 Lessor/GNIDA reserves the right to all mines, minerals, coals, washing gold, 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 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 CEO of GNIDA on the amount of such compensation will be final and binding on the applicant.

3.19 Consequences of misrepresentation

3.19.1 If the allotment / lease have been found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Applicant/ Bidder/ Lessee/Allottee/ Lessee/ Sub-Lessee, the allotment of plot shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the Bidder/Applicant/ Lessee/Allottee/ Lessee/ Sub-Lessee shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

3.20 Cancellation of Lease Deed

3.20.1 Cancellation of Lease Deed shall be as per the prevailing policy of the Lessor/GNIDA. The current prevailing policy for reference of the Applicant is as follows:

3.20.2 In addition to the other specific clauses relating to cancellation/determination, GNIDA, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of commercial plot in case of the following-

- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
- ii. Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
- iii. In case of default on the part of the Bidder/Applicant/Allottee/Sub-Lessee(s) or any breach/violation of the terms and conditions of the Bid, Scheme Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues.

3.20.3 If the allotment is cancelled on the grounds mentioned in Clause 3.20.2 (i) above, the entire amount deposited by the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lessee(s) till the date of cancellation/determination, shall be forfeited by GNIDA and no claim, whatsoever, shall be entertained in this regard.



3.20.4 If the allotment is cancelled on the grounds mentioned in Clause 3.20.2 (ii) or Clause (iii) above, 30% of the total premium of plot after e-auction or total premium deposited (whichever is less) shall be forfeited in favour of GNIDA. Balance amount after recovering the lease rent till date of cancellation, if any, and after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

3.20.5 After cancellation of the plot as stated above, possession of the plot will be resumed by GNIDA, along with the structure thereupon, if any, and the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lessees will have no right to claim any compensation thereon.

3.21 Restoration

3.21.1 Lessor/GNIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of Lessor/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.

3.21.2 The current prevailing policy for reference of the Applicant is as follows: The restoration will be subject to the following conditions:

- i. The application of restoration of plots shall be made within 60 days from the date of cancellation.
- ii. The decision about the restoration of the plots will be taken by the CEO or Authorized Officer of GNIDA within a period of 6 months after the date of cancellation.
- iii. The Allottee shall have to pay restoration charges as per prevailing policy of GNIDA (*Presently, @10% of the total premium of the plot at prevailing rate as on date of restoration application*).
- iv. If restoration is due to court order, the Allottee has to close the case first.
- v. The Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable.
- vi. The Allottee has to pay time extension charges as per terms of allotment / lease.
- vii. 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.
- viii. No Court case is pending on the Allottee.
- ix. All legal expenses would be borne by the Allottee.
- x. 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.
- xi. 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.



3.22 Duty of Lessee to act, provide information etc.

- 3.22.1** The Lessee/Allottee agrees that it shall provide quarterly statement regarding the construction / to be constructed, allotment of flat/built-up space, together with the name of such allottee, flat/unit no. and the terms of every such allotment of constructed flat/built space to the Lessor.
- 3.22.2** The Lessee/Allottee shall execute a Tripartite Sub Lease Deed of the superstructure and proportionate undivided interest in the land in favour of its allottee. The consideration therefor shall be receivable solely by the Lessee. The format of Tripartite instrument shall have to be got approved in writing from the Lessor.
- 3.22.3** In the event, there are outstanding payable to Lessor/GNIDA, then after receipt of 50% of consideration from the allottee of flat/built-up space, the Lessee and its allottee of flat/built-up space shall have to deposit the balance 50% consideration in an Escrow account so as to safeguard the interest of the Lessor and the buyer of flat/built-up space.
- 3.22.4** To ensure that the terms of this Brochure & Lease Deed and the sanctioned plans are always disclosed to its proposed allottees of flat/built-up space against written acknowledgement. The same shall also form part of terms of allotment of flat/built-up space. The flat/built-up space buyers shall have to acknowledge that they have read and understood the contents of the Lease Deed and agree to abide by the same.

3.23 Other Clauses

- i. The Lessor 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 Lessee/Allottee.
- ii. If due to unavoidable circumstances/force majeure, the Lessor 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.
- iii. 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 Lessor/GNIDA shall be final and binding on the Allottee / Lessee and his / her / their successor.
- iv. 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.
- v. Lessor/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.
- vi. 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), RERA, UP Apartment Act 2010/2016 and such rules, regulations or directions as are issued there under from time to time.



- vii. 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).
- viii. 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.
- ix. 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 Lessee/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.
- x. 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 Lessor/GNIDA.
- xi. 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.
- xii. 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.
- xiii. Lessor/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.
- xiv. 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.
- xv. 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.
- xvi. All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee.
- xvii. 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.
- xviii. Total Reserve Premium shall as per the prevailing policy of the Authority. Prevailing policy of the Authority attached as Section V: Annexure, Land Rates 2022-2023. (Office order: 27314/GN/Finance/2022-23 Dated: 19/04/2022).



Section IV: Technical forms

3.24 Form No.1 - Application form(To be submitted in duplicate¹)

Form SI.No. _____

Self-attested
 photograph of
 authorized
 signatory

To

**The Chief Executive Officer,
 Greater Noida Industrial Development Authority**

Plot no 1, Knowledge Park-IV,
 Greater Noida City-201308

Subject: Application for allotment of _____ (insert the type of plot to be allotted) Plot _____

Dear Sir / Madam,

We hereby submit our application form for allotment of _____ (insert the type of plot to be allotted)
 plot to establish _____
 _____ on an area of _____ Sq.mt.

We hereby agree to pay allotment money /A installments / Lease Rent etc. as per payment plan and Rates/premium of allotment hereinafter mentioned in the Data Sheet and General Terms and Conditions.

We are enclosing herewith the following documents:

- a) Online payment receipt No. _____ dated _____ for Rs. _____ towards the Registration Money.
- b) Online payment receipt No. _____ dt. _____ for Rs. _____ towards non-refundable / non-adjustable processing fees.
- c) Board Resolution / 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*)
- d) 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.

¹ Original form will be duly filled and signed by the applicant and submitted along with a self-attested photocopy of the complete document.



e) The other statutory documents duly certified by C.A. are enclosed:

#	Description	Enclosed "Yes" not Enclosed "No", Not Applicable "NA"	Reference (page no.).
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 – Format for Affidavit (<i>Non-Defaulter</i>)		
7	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>).		
8	Audited Balance sheet 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.		
	All other documents as per Clause No. 1.7 – List of documents		

f) **Refund Account Details** (For the purpose of refund or earnest money of unsuccessful applicants)

Name of Bank & Branch _____

Bank Account No. _____

IFSC Code: _____

g) **Payment Option:**

Date _____

Address of Applicant _____

Phone _____

Fax _____

E_mail _____

Signature of Authorized signatory

Stamp of Applicant with name & designation



3.25 Form No. 2 - Financial statement of turnover

Name of Applicant/Consortium Lead Member & relevant members -----

S.No.	Description	2019-20 (as per audited balance sheet)	2020-21 (as per audited balance sheet)	2021-22 (as per audited balance sheet)	2022-23 (as per audited balance sheet)
1.	Turnover of the Applicant/Consortium Lead Member & relevant members as per the last audited annual accounts.				

Signature of Authorized 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.



3.26 Form No. 3: Financial statement of Net Worth

S.No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2022 or 31.3.2023 of the Applicant/Consortium Lead Member & relevant members 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 network
Rs.....certify that the above information is correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No. _____



3.27 Form No. 4: Solvency certificate

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

1. Solvency Certificate should not be more than 6 months old from the date of submission of application.



3.28 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 or by Each Member in case of Consortium).

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/ _____ M/s

_____ nor any of its director/constituent partners have been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the bidding / submitting Application for any project.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by GNIDA to verify this statement or regarding my (our) competence and general reputation.

Signature of Authorized signatory

Stamp of applicant with name

And Status/ designation



3.29 Form No 6: 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 Bid / Proposal Submission.

Signature of Authorized signatory

Stamp of applicant with name

And Status/ designation



3.30 Financials – Audited Financial Statements



4 Section V: Annexures – Land Rates (2023-24)

4.1 Land Rates 2023-24 (Office order: 40352/GN/Finance/2023-24 Dated: 15/05/2023)

ZON E	Commercial FAR-4 Plots (In Sqm.)	GNIDA Approved Rates (2023-24)
	Sector	
A	ALPHA 1, ALPHA 2, GAMMA 1, GAMMA 2, BETA 1, BETA 2, DELTA-1,2,3 & SWARN NAGRI, PI 1, PI 2, Omega2, Omega3	86,250
B	OMEGA 1,, CHI 1,CHI 2,CHI 3,CHI 4, CHI 5, P1,P2,P 3,P 4, P 5, P 6, P 7, P 8, PHI 1,PHI 2,PHI 3,PHI 4, PHI-CHI, KP-1, KP 2, SECTOR- 36, SECTOR-37 ,CHI-HI Extention	80,500
C	ETA 1, ETA 2, OMICRON 1, THETA- I, II, OMICRON 1A, OMICRON 2, OMICRON 3, XU 1, XU 2, XU 3, ZETA 1, ZETA 2, MU, MU 1, MU 2, SIGMA 1,SIGMA 2,SIGMA 3,SIGMA 4, PSI, ECOTECH 1,1(EXTENTION), ECOTECH 2,ECOTECH-3, ECOTECH 12, TECHZONE-4, ECOTECH 11,TECHZONE-7 , ECOTECH 6, SECTOR 2,SECTOR 3, SECTOR 10	77,050
D	SECTOR 1,SECTOR 4, SECTOR-5(W5), SECTOR-6 SECTOR 11,SECTOR 12,SECTOR 16,SECTOR 16B,SECTOR 16C,SECTOR 17,SECTOR 17A,SECTOR 17B,SECTOR 20, ECOTECH 13,Toycity	67,873