GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

169, CHITVAN ESTATE, SECTOR- GAMMA-II, GREATER NOIDA CITY,
GREATER NOIDA, DISTT. GAUTAM BUDH NAGAR-201308 (U.P.)

Online Application for allotment of Industrial Land
for setting up Industries
(Plot Size-450 Sqm. And above)
SCHEME CODE : ONLIND2016-02

Online Date of Industrial Plot Scheme:11-11-2016

APPENDIX – 1

SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOT

(Size 450 square meters and above)

A-1. HOW TO APPLY

Note: Registration Money, Processing Fees and Application form Fees will be paid online only. Pls upload required documents online only.

1- An amount of Rs.1100/- towards application from will be remitted automatically along with registration amount and Processing Fee. To excess online Form click www.greaternoidaauthority.in.
2- The applicant will submit their application online along with following documents
   - Apply online and upload proposal/Project report and other statutory documents
   - The applicants must attach a non-refundable and nonadjustable Processing Fee of Rs. 15,000/- which will be paid online along with EMD
   - Registration Money equivalent to 10% of the total Premium of the Plot area which is either adjustable or refundable for which application is being submitted should be deposited
   - The present rate of allotment as under:-

Sl.No.	Category-Industrial	Land Rate (in Rs. per sq.mtr)
I.	**Under Phase-I Sectors**	
	Udyog Kendra-I, Udyog Kendra-II, Udyog Kendra, Toy City, Mahila Udyami Park-I & II (Ecotech-III), Udyog Vihar Extn., Udyog Vihar (Ecotech-II), Sector -31, Sector-40 &41, Ecotech-I Extension and Extension-I, Ecotech-12, Ecotech-VI, Ecotech-XI, Sector – 16 (Industrial), GT Road, Chhapraula;	
(i)	Upto 4000 sq.m.	10,790.00
(ii)	Addl to 4000 sq.m. to 8000 sq.m.	9,300.00
(iii)	Add to 8000 sq.m. to 20000 sq.m.	7,800.00
(iv)	Addl to 20000 sq.m. to 40000 sq.m.	6,300.00
(v)	Addl to 4000 sq.m. to 80000 sq.m.	5,100.00
(vi)	Above 80000 sq.m.	3,900.00
II.	**Under Phase-II Sectors**	
	Ecotech-VIII and future development of New Industrial Sectors (Phase-II)	
(i)	Upto 4000 sq.m.	6,500.00
(ii)	Addl to 4000 sq.m. to 8000 sq.m.	5,500.00
(iii)	Add to 8000 sq.m. to 20000 sq.m.	4,500.00
(iv)	Addl to 20000 sq.m. to 40000 sq.m.	4,200.00
(v)	Addl to 4000 sq.m. to 80000 sq.m.	4,000.00
(vi)	Above 80000 sq.m.	3,750.00

The above rates are applicable till 31March 2017 for all industrial sectors.

* Irrespective of the above rate, the prevailing rate on the date of issue of allotment letter will be applicable.

** If the industrial facilities such as warehousing, research and development centre, tool room, test lab, maintenance and packing machineries, weigh bridge, cable TV networks and such other activities, the land allotted for such facilities will be one-and-a-half times greater than the prevailing industrial rate of that area.

A-2. WHO CAN APPLY

1. Any individual, Firm either proprietor or partnership firm/proposed partnership/proposed Private Limited Company can submit application form for one or more than one plot.

2. The applicant should be competent to contract.

3. A Separate application form shall be required to be submitted for each plot.

4. Incomplete application shall be summarily rejected.

5. Any change in the name of the intending applicant will not be allowed under any circumstances.

6. In case of applicant have formed a consortium:

(a) Members of the consortium will have to specify one "lead member", who alone shall be authorized to correspond with the Greater Noida Industrial Development Authority. Lead member should be the single largest shareholder amongst the relevant members.

(b) Each member of the consortium with equity stake of at least 26% will be considered as the "relevant member".

(c) The members shall submit a Notarised Memorandum of Understanding (MOU) (Annexure-5) conveying their intent to jointly apply for the allotment of industrial plot, and in case the plot is allotted to them, to form a 'Special Purpose Company', that will subsequently be carrying out all the responsibilities of the allottee.

(d) The MOU shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. The MOU should state that all members shall be jointly and severely responsible for the successful implementation of the project.

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

A-3. PROCEDURE FOR ALLOTMENT

Applications duly filled up and enclosed with all requisite documents will be screened by a committee designated/ constituted for this purpose. Projects which are prima facie cleared by this committee will be called for one-to-one interactions with the promoter before the designated committee. Successful applicants will be issued allotment letter after the approval of the Chief Executive Officer (CEO) of the Authority.

Unsuccessful applicants will be informed along with a refund of the registration amount deposited.

After approval of the CEO, allotment letters will be issued within a month of such approval, by the General Manager/Manager (Industries) with the condition that the allottee will submit an under-taking at the time of execution of Lease Deed on non-judicial stamp paper of Rs.10/- as under-

a) Unit product does not come under pollution category.

b) NOC from U.P. Pollution Control Board / Certificate from concerned department of U.P. Govt. will be submitted before obtaining the functional certificate from GNIDA.

c) In case of violation of above directions, GNIDA will be free to take any decision.

A-4. MODE OF PAYMENT AND PAYMENT PLAN

1. The allottee will have to pay 10% of the total premium of the plot shall be deposited with application form as registration money. The Registration money of the unsuccessful applicants will be returned without interest after rejection of application. Successful applicant/ allottee has to pay additional 20% of the total premium within 60 days of issue of allotment letter as Allotment Money. The allotment would stand cancelled in case of non-payment of the allotment money within the stipulated time. No time extension is permitted to deposit the allotment money. However, under special circumstances, the Chief Executive Officer, or the officer authorized by him, if deems fit, can grant an extra period for payment of allotment money. In such cases, the allottee will have to pay interest @15% compoundable half yearly for such extended period.

2. The balance 70% of the total premium shall be paid in 14 equal half yearly installments with interest @ 12% p.a. The first such installment with interest will become due on 30th June or 31st December, whichever comes first, after six months of the date of issue of the allotment letter.

3. If the allottee opt for one time lump sum payment of the whole premium rebate of 5% (five percent) of the total premium shall be granted. If allottee opt to deposit lump sum balance amount at a latter stage, the rebate of 5% shall be granted only for the remaining amount payable till date with interest.

4. All payments should be remitted by due date. In case the due date is a bank holiday then the allottee should ensure remittance on the next working day.

5. The payment made by the allottee will first be adjusted towards the interest due if any, and thereafter the balance will be adjusted towards the lease rent payable and the premium due.

6. Lease rent shall be paid in accordance with clause A-5 of this brochure.

7. In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 60 days from the date of communication of allotment of the said additional land.

NOTE:

i. For the purpose of this document the date of issue of allotment letter shall be reckoned as date of allotment.

ii. The date of execution of lease deed shall be reckoned as the date of taking over of possession.

A-5. LEASE RENT

In addition to the premium of plot, lease rent shall be chargeable from the date of execution of lease deed @ 2.5% of the total premium p.a and shall be payable annually in advance. In case of default in payment of lease rent, an defaulted interest rate 15% shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years.

The allottee shall have an option to pay a lump sum amount equivalent to 11 times of the annual lease rent i.e.27.5% of total premium before the due date for execution of lease deed as a ONE-TIME LEASE RENT. The lease rent already paid will not be calculated in 11-times (27.5%). At whatever stage the allottee opt to deposit the lump sum lease rent he must have to pay 11-times of the annual lease rent.

NOTE: - If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he can subsequently exercise his option to pay one time lease rent indicated above.

A-6. LEASE DEED EXECUTION AND POSSESSION

1. The allottee would be required to execute the lease deed and get the same registered within 60 days from the date of issuance of the check list. In case the allottee fails to get the lease deed registered within 60 days from the date of issuance of the check list, in exceptional circumstances, time extension may be granted on payment of penalty @ 2.5% of the premium of the plot plus Rs. 20/- per square meter per year computed on day-to-day basis.

2. Allottee is required to take physical possession of the industrial propery(ies) within 15 days from the date of execution of legal documents. If the allottee fails to take the possession within stipulated time, the possession of the industrial property(ies) will be given subsequently but would be deemed to be in possession of the lessee with effect from the due date of possession i.e. 15 days from the date of Registration of Lease Deed, or date of deposit of penalty whichever is later.

3. In case the allottee fails take physical possession of the property after execution of the lease deed, he will pay penalty @Rs. 50/- per day for the delayed period.

A-7. 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.

A-8. COST OF STAMP DUTY

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

A-9. LOCATION CHARGES

The location charges shall be payable by the allottee/lessee @5% of the total premium before execution of the lease deed in lump sum, in case the allotted plot is located on 45 mtr. or above size roads, provided that the allotment is of size 15 acres and above.

A-10. CONSTRUCTION

The lessee/allottee shall construct the boundary wall as well as the building of the industrial unit only after getting proper sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant Building Regulations as well as any specific directions that may be issued by the lessor.

A-11. FUNCTIONAL/COMPLETION

It will be essential for the units to become functional/completion within 36 months from the date of execution of lease deed. If the unit has not become functional/completion within 36 months, the unit must submit a written request for extension of the period. The time extension will be allowed on payment of Rs. 50/- sq. meter for the first year, Rs. 100/- per square meter each ear for the next six coming years and Rs. 150/- per square for 8th year. The calculation of the penalty will be on monthly basis.

Verification

I/We _____ _____ have gone through the above terms and conditions and also the terms and conditions enumerated under heading "General terms and conditions" for allotment of Industrial plot and agrees to abide and hereby duly signed as a token of acceptance of the terms and conditions of the Industrial Plot Scheme.

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.

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

Annexure-1

FINANCIAL STATEMENT OF TURNOVER

S.No.	Description	2013-14 (as per audited balance sheet)/ITR of Applicant	2014-15 (as per audited balance sheet) /ITR of Applicant	2015-16 (as per unaudited balance sheet) /ITR of Applicant
1.	**Turnover of** a.Sole applicant b. Its holding company c. Its subsidiary companies			
	Total (a+b+c)			
2.	**Turnover of** a. Leader of Joint Venture/ Consortium b. Relevant members of the Joint Venture/ consortium c. Holding Companies of Leader/Relevant members d. Subsidiaries of Leader /Relevant members			
	Total (a+b+c+d)			

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

Certificate of Statutory Auditors/Chartered Accountant

Based on the Audited balance sheet 2013-14 and 2014-15 and 2015-16 & other relevant documents, we, M/s ……., the Statutory Auditors and/or Chartered Accountants for M/s ……. …… ……. (Individual, firm either Proprietor or Partnership Firm, Company either Private or Public Limited) having turnover Rupees …….. certify that the above information are correct.

Signature & Seal of Statutory Auditors/Chartered Accountant

Membership No. _____

Annexure-2

FINANCIAL STATEMENT OF NET

S. No.	Description	Amount in crore rupees	Remarks
1.	Net worth as on 31.3.2016 a) Sole applicant b) Its holding company c) Its subsidiary companies		
	Total (a+b+c)		
2.	Net worth as on 31.3.2016 a) Leader of Joint Venture/Consortium b) Relevant members of the Joint Venture/ Consortium c) Holding Companies of Leader/Relevant members d) Subsidiaries of Leader/ Relevant members		
	Total (a+b+c+d)		

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

Certificate of Statutory Auditors/Chartered Accountant

Based on the balance sheet and other relevant documents, we, M/s …… ……, the Statutory Auditors and/or Chartered Accountants for M/s ……. (individual, firm either Proprietor or Partnership, Company either Private or Public Limited) having turnover Rupees …… certify that the above information is correct.

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

Annexure-3

LIQUIDITY CERTIFICATE

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

Name of Officer with designation
(with rubber stamp)

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

Annexure A-3

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

A F F I D A V I T

I _____ S/O _____ aged about ____ years _____ proprietor/ owner/ director/ partner/ authorized signatory of _____, r/o _____ _____ do hereby solemnly affirm and state as under:--

That I am the proprietor/ owner/director/partner/authorized signatory of _____ _____ _____, and competent to swear and submit the following:--

1) That the unit product does not fall under polluting categories.
2) That the Company/Firm will get NOC from U.P. Pollution Control Board and SSI Certificate from concerned Department of U.P. Govt.
3) That the deponent is aware of the fact and law of the Authority that it is mandatory to submit the above documents to the Authority before the execution of the Lease Deed and if the Deponent fails to submit the above documents, he will be bound to follow the instructions/punishment as imposed by the Authority.
4) That the Deponent is also known about the fact that non-submission of the above documents may also lead to cancellation of his candidature/ allotment of the land for which he has applied.
5) That the Deponent assures and declare that in case of violation of above directions, GNIDA will be free to take any decision as it deem fit and appropriate.

Deponent

I _____, the Deponent swear and declare that para 1 to 5 of the above affidavit are true and correct to my best of knowledge and no part of it is false or concealed.

Deponent

Date: _____

Place: _____

Annexure-4

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 Industrial Plot in Greater Noida Industrial Development Area.

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

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

Annexure-5

FORMAT OF MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE /CONSORTIUM

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

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

Among _____- (hereinafter referred as _____) and having office at _____ India party of first part.

AND _____ (hereinafter referred as _____) and having office at _____ India party of second part.

AND _____ (hereinafter referred as _____) and having office at _____ India party of third part.

AND _____ (hereinafter referred as _____) and having office at _____ India party of fourth part.

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

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

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

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

1. That the Parties will form a Special Purpose Company (SPC) with the shareholding commitments expressly stated.

2. That M/s _____ who is the lead Member of the Joint Venture /Consortium, commits to hold and minimum equity stake equal to 26% of the aggregate shareholding of the Joint Venture/Consortium in the SPC at all times during the period of completion of project. Each Relevant Equity Member of Joint Venture/Consortium shall also maintain their respective shareholding of the aggregate share holding of the Joint Venture/ Consortium in SPC at all times during the period of completion of project and no change in shareholding structure of Joint Venture/Consortium may be permitted except with the permission of GNIDA.

3. That the shareholding commitments shall be recorded in the Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Documents and the Agreement.

4. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Agreement.

5. That the Parties affirm that they shall implement the project in good faith and shall take all necessary steps to see the execution of the said development expeditiously.

6. That this MOU shall be governed in accordance with the laws of India nd courts in India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

……. (Party of the First Part)	……. (Party of the Second Part)	……. (Party of the Third Part)	……. (Party of the Fourth Part)

Witness

1. _____ _____ _____

2. _____ _____

3. _____ _____ _____

4. _____ _____ _____

GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOTS
SCHEME CODE: ONLIND2016-01

B-1 AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation. If such variation is within 10% limits, allottee shall have the option of surrendering the allotment and take back entire money deposited by him/her without any interest.

B-2 UNSUCCESSFUL APPLICANTS

The Registration money of the unsuccessful applicants will be returned within 90 days without interest after rejection of application. If, for some reason, the Authority fails to refund the deposited amount within 90 days from the date of rejection, the money shall be paid to the applicant with 4% simple interest for the delayed period after 90 days.

B-3 SURRNDER

1. The allottee can surrender the industrial premises in favour of GNIDA- within 6 months from the date of allotment.
2. The request for surrender should contain signature of bonafide allottee/lessee. In case of incorporated company the request should be supported by the certified copy of the Resolution of Board of Directors.
3. The allottee has to execute surrender deed, if lease deed/transfer deed has been executed and all the original legal documents are to be surrendered unconditionally in Industries Dept of the Authority.
4. (a) The entire deposit(s) made to the GNIDA, after deducting Rs. 20,000/-, would be refunded by GNIDA, without any interest, in case the allottee surrender the plot within 6 months from the date of allotment however allottee surrender the plot after 6 months the 20 % of Premium, reservation money and processing fee would be deducted from the deposit against the premium.

   (b) In cases, where legal documents have been executed and/or possession of the Industrial premises has been taken over, then all the deposits made under revenue heads (excluding interest against the premium) would be forfeited along with the due lease rent till the date of dispossession of the Industrial premises and 20 % of Premium, reservation money and processing fee would be deducted from the deposit against the premium.

NOTE: The date of surrender shall be the date on which application for surrender is received at the Authority's office. No subsequent claim on the basis of postal certificate will be entertained.

B-4 CHANGE IN CONSTITUTION

Change in constitution may be allowed by the CEO or its authorized officer on completion of required formalities as decided by the lessor from time to time.

An application to GM/OSD (Industries) has to be made for a change in constitution.

With changes in constitutions, ownership rights should not be changed otherwise provisions of transfer will be applicable.

Ownership rights means original allottee/allottee should possess a minimum 51% shares.

If it is observed that change in ownership right is made through change in constitution before the unit has become functional, such change in constitution will be considered null and void and the allotment will be cancelled. After making the unit functional, such a change in constitution may be permitted on depositing 10% of premium at the current rate of industrial plot.

(A) PROPRIETORSHIP TO PARTNERSHIP

Change in constitution from proprietorship to partnership is proposed to be allowed with following conditions.

A certified copy of the partnership deed and form **A** and **B** issued by the Registrar of Firms should be submitted along with a request for change in constitution. Apart from this an affidavit of relationship of the new incumbent has to be given.

(B) CHANGE OF PARTNER IN PARTNERSHIP DEED

A certified copy of the dissolution deed, new partnership deed, retirement-cum-partnership deed, as applicable will be submitted with form A,B and C or revised Form-A issued by the Registrar of Firms along with an affidavit showing the relation among partners are required to be submitted along with a request to change the partner or partnership deed.

(C) TRANSFER OF UNIT IN PVT. LTD/LTD. COMPANY

Copies of the Articles and Memorandum of Association, certificate of Incorporation, list of shareholders /director duly certified by a CA, Form DIR 12 duly acknowledged by the ROC., and Board Resolution duly signed by the Company President/Director/Authorized person to be submitted along with the request for change by the current allottee.

B-5 CHANGE/ADDITION OF PRODUCT

a) On submission of the application along with the project report, new product change/addition of product can be allowed.
b) Change of products will be allowed only for the products not classified in the negative list of the Authority.
c) Permission for the change of products will be granted by the Competent Authority.

B-6 DECLARING UNIT FUNCTIONAL

Industrial units will be declared functional after submitting the documents listed below. The authority for declaring a unit functional is vested with General Manager (Industries).

a) Attested copies of PMT/SSI registration/Central Excise Department certificate (with date of commencement of production)/Trade Tax Exemption Order/Trade Tax Assessment Order.
b) Affidavit of the building completion certificate stating that 50% of the total permitted covered area of the unit has been constructed, and fire and other NOCs have been obtained from the relevant competent authorities.
c) Lease deed/transfer sale deed, whichever is applicable, has been executed.
d) No dues certificate from the Authority.
e) Besides the above, additional documents will also be presented: ESI registration certificate, PF registration, registration under the Factories Act/electricity consumer bill/telephone bills (to prove the unit is functional).
f) The date of commencement of production indicated in PMT SSI Registration Certificate/EM Part-II/Central Excise Deptt. Certificate/Trade Tax Assessment Order would be deemed as date of production and extension charges, if applicable, would be payable only till this date irrespective of the date of submission of the documents and/or declaration of unit as functional by GNIDA.

In the absence of the above documents, in special cases, a committee comprising the General Manager (Industries), General Manager (Planning) and General Manager (Projects) will inspect the unit to decide the date of commencement of the functioning of the unit.

B-7 MAINTENANCE

1. The allottee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent authority in this regard.
2. That the lessee will keep the demised premises and buildings—
   (i) At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.
   (ii) And the available facilities as well as the surroundings be neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
3. That the lessee shall abide by all Regulations, Building Bye laws and Directions of the Authority framed/issued under section 8,9 and 10 or under any other provisions of the U.P. Industrial Development Act 1976 and rules made therein.
4. In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and/or expedient.
5. If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses incurred in carrying out such works will be borne by the allottee.
6. That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.

7. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.

B-8 MORTGAGE

The allottee/lessee may, with the prior written consent of the lessor, mortgage the land/building to any Scheduled Bank/Government/R.B.I. recognised institutions, having at least 5 years experience for raising loan for the purpose of funding the industrial unit, after execution of lease deed, and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission by DCEO/ACEO.

- Provided that in the event of sale or foreclosure of the mortgaged or charged property by the mortgage, the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said land as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.
- Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid. The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency court.

Mortgage Permission would be issued when all dues against premium and lease rant have been paid by the allottee.

B-9 TRANSFER OF PLOT

(1) The allottee/lessee shall not be entitled to transfer the plot without prior written permission of the lessor. The permission may be given in terms of the existing rules and laws at the time of submission of the application for transfer.
(2) Allottee can transfer the allotted plot for industrial activities/production of the product permitted to set up in Greater Noida Industrial Development Area only, and not for any other product/purposes.
(3) If the allottee wants to transfer the plot for purposes other than the industrial purposes as mentioned hereunder in clause **B-12** payment of one-and-a-half times (150%) of the prevailing industrial rate in that area shall be chargeable.
(4) For transfer of industrial plot, transfer charges @ 10% of the prevailing rate of allotment in the area, is chargeable for granting permission of transfer.
(5) Transfer of partial area of plot shall not be considered.
(6) The decision of the lessor with respect to the transfer permission shall be final and binding on the applicant/allottee.

B-10. PROVISION FOR RENTING UNITS

No renting permission shall be given by the Greater Noida Authority in the allotted premises before the unit is formally declared functional by the Greater Noida Authority. Greater Noida Authority may consider such application as prevailing policy of the Greater Noida Authority on the date of receipt of such application.

B-11. INDUSTRIAL FACILITIES

The undernoted industrial facilities will be allowed in the industrial sectors and will be allotted at one-and-a-half times (150%) the prevailing industrial rate of that area:-

- Warehousing
- Research and development centre
- Tool Room
- Test Lab
- Maintenance and Packing Machineries
- Weigh Bridge
- Cable TV network.

B-12 MISUSE, ADDITIONS, ALTERATIONS ETC.

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

B-13 LIABILITYTO PAY TAXES

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

B-14 OVERRIDING POWER OVER DORMANT PROPERTIES

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

B-15 CANCELLATION

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

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

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

B-16 RESTORATION

The Authority can exercise cancellation of industrial plot for breach of terms and conditions of allotment/lease deed. However, the Chief Executive Officer or any other officer authorised by him can restore the plot. The restoration will be subject to the following conditions:-

a) The decision about the restoration of the plot will be taken by the Chief Executive Officer or any officer authorized by him within one year after the date of cancellation subject to non-allotment/allocation of the said plot/premises to any third party. After One year all the restoration matters will be put up before the Board of the Authority.
    (i) The allottee has to apply for restoration of plot within 6 months from the date of cancellation.
    (ii) The cancelled plot should still be vacant when the allottee is applying for restoration.
b) The allottee will have to make upto date payments, dues, penalties and interest etc. as applicable.
c) The allottee will have to pay the time extension charges as per the terms & interest etc. as applicable.
d) The restoration charges will have to be paid @ 10% of the total premium of the plot at current rate calculated at the time of restoration.
e) The allottee will have to submit the affidavit for the implementation of the project. The implementation period will be one year for plots upto 4000 sq.m. and two years for plots above 4000 sq.m.
f) The allottee will have to submit Bank Guarantee in the form of Performance Guarantee of an amount equivalent to 10% of the total premium of the plot at current rate which will be for a duration of additional three months to Project Implementation Schedule. If the allottee does not follow the Project Implementation Schedule, in that case the Bank Guarantee will be forfeited in favour of the Authority and the plot will be cancelled.
g) The transfer of the unit will not be allowed before making it functional and the Change in Constitution will be allowed only in blood relations.

h) If the allottee has filed a case in the court of law against cancellation, then he will have to withdraw the case and will have to compensate the expenses to the Authority in regard to pursue the case.

i) If cancellation has been done because of the commercial activities then the restoration can be considered only after the site report for closure of the commercial activities and affidavit for not performing any commercial activity in future.

B-17 AMALGAMATION

Amalgamation of adjoining plots may be considered on the conditions as decided by the Authority from time to time. Sub-division is not allowed under any circumstances.

B-18 OTHER CLAUSES

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

B-19 AVAILABILITY OF PLOTS FOR ALLOTMENT

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

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