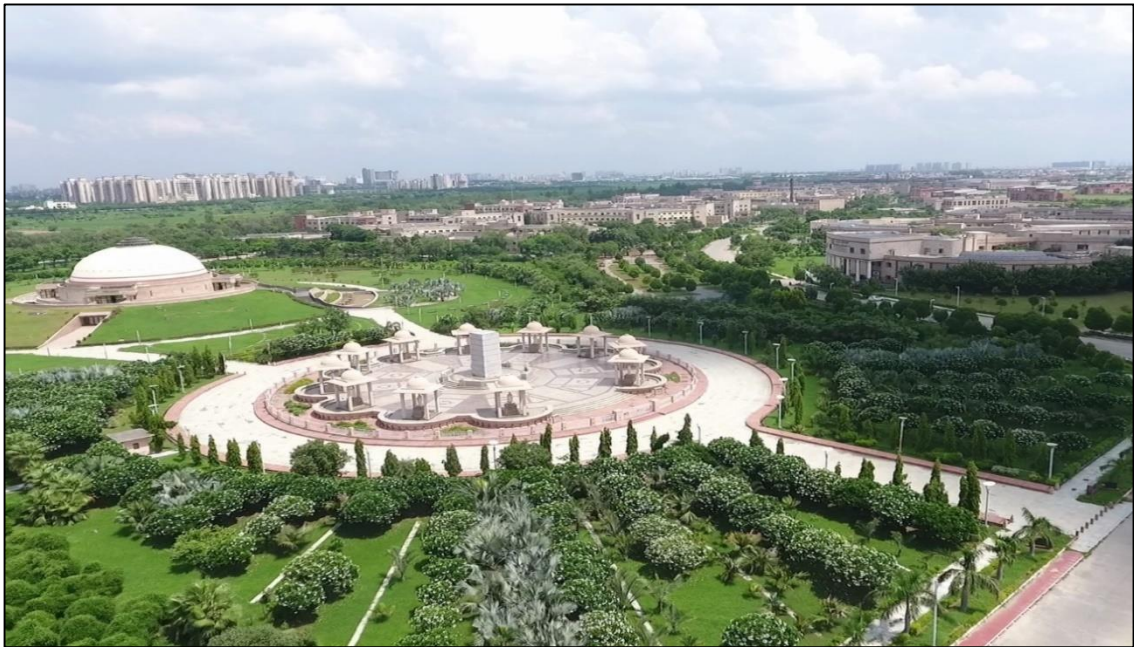




**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
PLOT NO. -1, KNOWLEDGE PARK-IV, GREATER NOIDA CITY,
GREATER NOIDA, DISTT. GAUTAM BUDH NAGAR-201308 (U.P.)**

**Online Application for allotment of Institutional plots for
setting up of Religious Buildings**

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



Scheme open on
Scheme close on

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Preface

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

List of plots as annexed.

Data Sheet

#	Head	Details
1.	Date of issue of the scheme brochure	As mentioned on the portal
2.	Date of closure of the scheme/last date of submission of application form	As mentioned on the portal
3.	Contact details address in the Authority office	Institutional Department, Greater Noida Industrial Development Authority, Plot No 01, Sector – KP-4, Greater Noida, Dist. Gautam Budh Nagar. (UP) Phone: 0120-233-6030,31 Email: authority@gnida.in
4.	Allotment method for the scheme	Through direct allotment on the basis of screening and interview/presentation.
5.	Availability of scheme brochure	Can be downloaded from the Authority's website www.greaternoidaauthority.in & Nivesh Mitra Portal
6.	Processing Fee	Non-refundable/non-adjustable processing fee of INR 5,000/- (Five Thousand Only) + GST i.e. INR 5,900/- shall be deposited through online payment gateway in favour of "Greater Noida Industrial Development Authority".
7.	Application Money/ Registration Money/ Earnest Money Deposit	Adjustable amount equal to 10% of total premium of the plot for which application is being submitted. The amount shall be deposited through online payment gateway in favour of "Greater Noida Industrial Development Authority".
8.	Allotment Money	40% of total premium/cost of the plot after adjusting 10% registration money within 60 days of issuance of allotment letter without interest. In case the due allotment money, as mentioned above, is not deposited within the stipulated period/extended period, the allotment of plot shall be cancelled, and 10% money deposited as registration amount shall be forfeited.
9.	Payment instalment for the allotted plot	<ul style="list-style-type: none"> • Option 1: 100% (including 10% application money) within 60 days from the date of issue of Allotment Letter (after adjusting of registration money) in such case they will get 5% rebate on 90% of balance premium amount. • Option 2: 50% (including 10% application Money) within 60 days from the date of issue of allotment letter and balance amount i.e. 50% of the total premium of the plot in 2 years i.e. four half yearly installments. In such allottee shall get 2% rebate on 50% of balance premium amount, which shall be adjusted in the last premium instalment.

#	Head	Details
		<p>The 50% amount shall carry interest as per GO dated 9th June 2020 i.e. @ State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1st July and 1st January of each year. In case of default of instalments/lease rent 3% extra on (MCLR + 1%) shall be applicable.</p> <ul style="list-style-type: none"> • Option 3: 40% within 60 days from the date of issue of Allotment Letter (after adjusting of registration money) and balance amount i.e. 60% of the total premium of the plot in 4 years in 8 equal half yearly instalments. The 60% amount shall carry interest @ State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1st July and 1st January of each year. In case of default on instalments/lease rent 3% extra on (MCLR + 1%) shall be applicable. <p><i>Note: The possession of plot shall only be offered when the Allottee has deposited minimum 40% amount of total premium of plot and executed lease deed.</i></p>
10.	Transfer Charges	<p>Transfer of plot may be allowed by the GNIDA only to Society or Trust as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee and after payment of prescribed fees/charges.</p> <p><i>Note: Transfer of the plot is allowed only after completion and issue of Functional Certificate.</i></p>
11.	Period of lease	The allotment of plot shall be made on leasehold basis for a period of 90 years from the date of execution of lease deed.
12.	Location charges	As per Clause No.3.3
13.	Norms of development	I. Norms related to permissible FAR, Ground Coverage, setbacks and permissible height shall be as per Building Bylaws of the GNIDA.
14.	Amalgamation or Sub-division of plot	Amalgamation/Sub-division shall not be allowed under any circumstances.
15.	Permissible Development Activities	Permissible activities and supporting facilities shall be as per prevailing Building bylaws of GNIDA, as amended from time to time.
16.	Rate of Allotment	<ol style="list-style-type: none"> 1. The Rates shall be applicable prevailing at the time of issue of allotment letter. 2. This rate is subject to the revision of the rate. If the rate is revised the new rate will be applicable for allotment.
17.	Lease Rent	Annual Lease rent: 2.5% of the total premium annually and shall increase by 50% every ten (10) years automatically.

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

1. Section I: Instructions to the Applicants

1.1. Definitions

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

1. "Authority" means the Greater Noida Industrial Development Authority (GNIDA)
2. "Authorised Bank" implies the bank that has been mentioned in the brochure by the Authority.
3. "Allotment Letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application is submitted.
4. "Allotment Money" is the amount as prescribed in the scheme brochure and is expected to be deposited by the Allottee within the given time period.
5. "Allottee/Lessee" is the person/legal entity whose application for allotment has been approved by the competent officer.
6. "Allotment Committee" is a committee constituted at the Authority for reviewing the applications and interview/presentation of the applicants whose application has been received for allotment under the advertised scheme.
7. "Building Regulations" as notified by the Authority for development of land and construction of buildings.
8. "Completion Certificate" refers to the certificate issued by the Authority once the project has been completed as per the schedule given in the Data Sheet.
9. "Contract" means the Contract signed by the Parties and all the attached documents which includes General Conditions (GC), the Special Conditions (SC), and the Appendices.
10. "Day" means calendar day
11. "Functional Certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
12. "Government" means the Government of Uttar Pradesh
13. "Screening Committee" is a committee constituted at the Authority for screening /verification of the documents submitted by applicant along with applications for allotment.
14. "Net worth" from Financial Statement, where Net worth shall be calculated as below:
 - i. In case of a Trust: Corpus fund and General Fund taken together shall be considered as Net Worth of the Trust.
 - ii. In case of a Society: Corpus fund and General Fund taken together shall be considered as Net Worth of the Society.
 - iii. Non-profit making company registered under Section 8, Companies act 2013, erstwhile known as the Section 25, Companies act 1956.
15. "Lease Rent" is the amount paid by the Allottee/Lessee to the Lessor as rental against the property allocated to the Allottee/Lessee
16. "Lease Deed" is a contractual agreement by which Lessor conveys a property to Allottee/Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
17. "Lessor" refers to a person/entity who leases or rents a property to another; the owner thereof in this case is GNIDA.
18. "Transfer deed" refers to the Document (instrument) by which a property (herein land) is conveyed from its owner (in this case GNIDA) to its tenant.
19. "Occupancy Certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations

20. "Premium" referred to in this document means total amount payable to the Authority for allotted land
21. "Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property for a limited period.
22. "Mutation Letter" is the letter issued by competent Authority for change of name on a property

1.2. Eligibility Criteria

- 1.2.1. Only Registered Indian Societies & Trusts/Boards, Non-profit Company performing religious, spiritual, cultural activities and social services may apply.
- 1.2.2. Any change in the name of the intending applicant after submission of the application shall not be allowed under any circumstances.
- 1.2.3. Incomplete application shall be summarily rejected.

1.3. How to Apply

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

- A scanned passport size photograph of the Authorised person on web resolution. Maximum allowed size is 100x100 pixels.
- Scanned copy of affidavit in the format depicted in the portal. Legitimate documentary proof expressing address, age, identity, and nationality of the Applicant.
- Steps for online application shall be as per Table 1

Table 1 Steps for online application

#	Number of steps	Steps for application
1	Step 1:	The Applicant shall access the online Institutional Scheme Portal at "https://investgnida.in/applications/User/Institutional ApplicationForm.aspx" or the Applicant may access online Institutional portal from Greater Noida Industrial Development Authority's official website at www.greaternoidaauthority.in/Nivesh Mitra portal..
2	Step 2:	Among the active schemes displayed in the portal, Applicant shall select "Applicant category and payment plan".
3	Step 3:	Applicant shall select preferred/selected plot size, sector. Registration money will be calculated based on plot size selected by the Applicant.
4	Step 4:	After selection of plot, the Applicant must fill basic details which shall include – photograph, identification details, bank details etc.
5	Step 5:	Before submitting the details, applicant must agree with all the terms & condition of scheme brochure.

#	Number of steps	Steps for application
6	Step 6:	After submitting the details, Applicant will receive system generated application reference number.
7	Step 7:	Applicant shall upload requisite documents in the requested format (.pdf).
8	Step 8:	After submission of documents Applicant shall pay the Processing Fee (Non-refundable) & Registration Money (Adjustable) through online payment gateway.

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

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

1.4. Language

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

1.5. Applicant's responsibility

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

1. The eligibility criteria and other information/requirements, as set forth in the brochure.
2. All other matters that may affect the applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies
3. GNIDA shall not be liable for any mistake or error or negligence by the applicant.

1.6. Documents required with Application Form

1.6.1. The documents duly signed by the Applicant, shall be enclosed with the application form for registration. The list of the documents are detailed in the following clauses.

1.6.2. Project Report shall include the following:

- i. Feasibility Report of the proposed project
- ii. Three years projected cash flow of the project depicting sources of inflow for the project
- iii. Statement of sources of funds
- iv. Land use pattern, construction plan and implementation schedule certified by the architect.

1.6.3. Background of the Applicant.

1.6.4. List of members of Society or Trust

1.6.5. Registration Documents:

- i. In case of Society

1. Registration Certificate issued by the Registrar of Societies
 2. Memorandum of Association of Society
 3. Rules & Regulations of the Society
 - ii. In case of Trust
 1. Registered Trust Deed.
 - iii. In case of non-profit making company.
 1. Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
 2. Certified true copy of Memorandum & Articles of Association
 3. List of Directors certified by a Chartered Accountant as on date of submission of Applicant
 4. List of Shareholders certified by the statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporate and the public as on date of submission of application.
 5. 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 or equivalent Power of Attorney.
- 1.6.6. Documents to establish source of financing area as following:
- i. Own funds:
 1. Liquidity certificate from any Nationalized Bank/ Scheduled Bank
 - ii. Loan:
 1. From friends/relatives- Liquidity certificate from any nationalized/Schedule Bank of such friends/relatives with supporting affidavit

or

 2. From bank or any financial institution- Letter from bank stating that they have in principal agreed to consider the project for financing.
- 1.6.7. Affidavit of the applicant certifying that all the statements made in application /Annexures are true and correct as per Annexure 4.5
- 1.6.8. Net worth from Financial Statement, where net worth statements are to be certified by the statutory auditors/Chartered Accountant of the Society or Trust.
- Note: Applicant shall have positive net-worth/surplus investable funds*
- 1.6.9. Turnover from Financial Statement of preceding three financial years.
- 1.6.10. Any other information which the applicant desires to provide.

1.7. Payment schedule

- 1.7.1. Option 1: Applicant/Allottee has option to make full and final payment of the total premium of the plot within 60 days from the issue of Allotment letter. In such case, 5% rebate will be given on the balance 90% of the premium amount. The 60 days will include the date of issue of Allotment letter.
- 1.7.2. Option 2: Applicant/Allottee has option to pay 50% of the total premium of the plot (including 10% earnest money) within 60 days from the issue of Allotment letter and has to pay balance amount 50% of the total premium of the plot in 2 years in 4 half-yearly instalments. In such allottee shall get 2% rebate on 50% of balance premium amount, which shall be adjusted in the last premium instalment.
- The 50% amount shall carry interest @ State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1st July and 1st January of each year. In case of default on instalments/lease rent 3% extra on (MCLR + 1%) shall be applicable
- 1.7.3. Option 3: Applicant/Allottee has option to pay 40% of the total premium of the plot (including 10% earnest money) within 60 days from the issue of Allotment letter and has to pay balance amount 60% of the total premium of the plot in 4 years in 8 half-yearly instalments. The 60% amount shall carry interest @ State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1st July and 1st January of each year. In case of default on instalments/lease rent 3% extra on (MCLR + 1%) shall be applicable.

1.8. Allotment process

- 1.8.1. Scrutiny of applications: The application along with the requisite documents will be scrutinized by a Screening Committee. If the applications are found to be incomplete/ information is incorrect, the Authority shall inform the applicant about the deficiencies and may seek clarification if deemed necessary.
- 1.8.2. In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 1.8.3. Selection process: After scrutiny of applications, the applicants will be called for interview/ presentation before the Screening Committee of GNIDA.
- 1.8.4. Applicants will be informed by GNIDA, at least 3 (three) days prior to the scheduled date of their interview/presentation about the prescribed date, time and place of the presentation.
- 1.8.5. In case the applicant(s) not appearing for presentation before the Allotment Committee (when requested), their application shall be cancelled, and the processing charges shall be forfeited in favour of the Authority.
- 1.8.6. The Applicant(s) which are cleared shall become Qualified/Eligible Applicant(s).
- 1.8.7. In case there are more than 1 Qualified/Eligible Applicants for a plot, then preference will be given to those applicant(s) who will make the one-time full payment within 60 days of allotment (Option 1 of payment Options). But if the applicant does not make the payment within 60 days, then allotment of plot will be cancelled, and their Registration Money/ Earnest Money shall be forfeited.
- 1.8.8. Second preference shall be given to the applicant who shall opt for the payment plan as described in Clause 1.7.2

- 1.8.9. Allotment of plots: After the selection process, the Allotment Committee shall recommend the specific plot number from the available plots.
- 1.8.10. There will be no correspondence on issues/grounds raised in Disqualified Proposals.
- 1.8.11. 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.
- 1.8.12. Applicant has to deposit Allotment Money as mentioned in Data Sheet.
- 1.8.13. 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.
- 1.8.14. 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.
- 1.8.15. Other conditions shall be as following:
1. The Applicant shall give his option for the payment plan along with the proposal as per Annexure No. 4.1.
 2. Payments can be made with any of the listed banks via or online through Authority's website "www.greaternoidaauthority.in"/ "Nivesh Mitra". Authority is the process and may soon implement end-to-end ERP system for all processes. Hence, in future only online payments will be accepted. The Allottee will have to abide by all such decisions of the GNIDA.
 3. After depositing the instalment with the designated scheduled bank, the Allottee shall intimate the same to GNIDA through a written intimation along with the copy of challan of amount deposited or through an email.
 4. In case of default in payment, a penal interest @ 3% extra on State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1st July and 1st January of each year.
 5. In case of default in three consecutive instalments, allotment/lease shall be cancelled by the Authority. However, in exceptional circumstances an extension of time for payment of instalment may be granted by the CEO for which Allottee/Lessee shall have to pay the penal interest as mentioned in Clause 1.9.4(4) above.
 6. The payment made by the Allottee/Lessee will be adjusted in following order- Firstly towards the penal interest; secondly towards interest due; thirdly towards the Lease Rent payable; then towards premium due.
 7. The Allottee/Lessee shall not claim/entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of instalment shall not be changed in any case and Allottee/Lessee shall have to pay due instalment along with interest on due date.
 8. In case of allotment of additional land, the payment of the premium of the additional land shall be payable in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of GNIDA on the rate as applicable on the date of allotment of additional land. The rate calculated by GNIDA will be final and binding on the Allottee.

1.9. Extension of time limit for deposit of Allotment Money

- 1.9.1. No extension regarding time period shall be allowed for the deposit of allotment money. In case of default in payment, the allotment letter will be cancelled and the registration money and EMD will be forfeited by the Authority.

1.10. Change in the name of applicant

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

1.11. Unsuccessful Applicants

- 1.11.1. The Earnest Money of unsuccessful applicants shall be returned to them without interest within 90 days. However, if the period of deposit is more than 6 months after the last date of application, simple interest @ 4% p.a. shall be paid for the period of deposit exceeding 6 months.

2. Section II: Special conditions

2.1. Implementation and Extension

- 2.1.1. The Allottee have to obtain NOC for construction of religious building on the allotted plot from district magistrate and Commissioner Police, Gautam Budh Nagar within 90 days from the issuing of allotment letter as per the prevalent government orders. Failing which the allotment of the plot shall be cancelled. However, CEO of GNIDA extend time for maximum two months if found logical reason.
- 2.1.2. Development Norms shall be as per the prevailing Building Regulations/ Byelaws of GNIDA, as amended from time to time
- 2.1.3. The allottee will commence the construction after taking over physical possession of the plot as per duly approved building plan and inform in writing to GNIDA about timely completion of the approved project. The lease deed execution date shall be reckoned as the date of physical possession.
- 2.1.4. The allottee/lessee / shall adhere to the schedule of construction of the building as given in data sheet.
- 2.1.5. The allottee shall be liable to complete the project as per the schedule given in the data sheet and shall inform the Authority in writing in the prescribed format.
- 2.1.6. The allottee/lessee shall complete minimum applicable FAR according to the Building Regulations of GNIDA and obtain Completion Certificate of the project from GNIDA within the time limit as provided in the Data Sheet.
- 2.1.7. If completion certificate for project is not taken by the allottee as per the schedule, then time extension charges shall be payable by the allottee as per prevailing policy.
- 2.1.8. Time allowed for Completion: As per GNIDA, the completion of the project shall be done with in initial 3 years from the date of execution of lease deed. However, in any circumstances, the completion is not done, the Allottee will be allowed extension of 24 months maximum, on payment of penalty as per prevailing policy of GNIDA. In case the completion is still not done, then the allotment shall be cancelled.

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

- 2.1.9. Minimum built up area required for completion shall be as per Table 2

Table 2 Minimum built up area as per plot size

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

2.2. List of Activities on the plot

- 2.2.1. The permissible activities and supporting facilities shall be as per Building Byelaws/Master Plan of GNIDA, as amended from time to time.

2.3. Functional Certificate

- 2.3.1. It will be essential to obtain Functional Certificate from GNIDA within 6 months from the issue of Completion Certificate. Following documents are required to be submitted to obtain Functional Certificate:

- Completion/Occupancy Certificate.
- No dues certificate.
- Proof of Institutional building being functional with copy such as – electricity bill, water supply bill etc.
- CEO or its authorized officer may ask any other document for satisfaction that Institute is functional.

- 2.3.2. In case of failure to obtain Functional Certificate by the Allottee/ Lessee, as per the prevailing policy the Allottee shall be required to pay penalty @4% of the total premium per year (calculated on monthly pro-rata basis), from the date of six months expiration of CC/OC maximum up to 3 years. Post this period, the plot shall be cancelled.

- 2.3.3. The date of issue of functional certificate will be the date of submission of application for issue of Functional Certificate along with documents as mentioned in 2.3.1.

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

3. Section III: General terms and conditions

3.1. Execution of Lease Deed

- 3.1.1. As per guidelines issued by Uttar Pradesh government for construction and operation of a Temples (Religious Buildings), Allottee is required to submit NOC from District Administration (office of DM) and Police Department of Gautam Budh Nagar (office of Commissioner/ DCP Police) to the Authority along with proof of payment of at least 40% of the premium amount paid to the Authority before the execution of lease deed. The Lease deed will not be executed in absence of the above.
- 3.1.2. The Allottee will be required to execute the lease deed of the plot within 30 days from the date of issue of check list which shall be issued immediately after the confirmation of receipt of allotment letter. In case of failure to do so, the allotment of plot may be cancelled and 20% of the premium of the plot or total deposited amount whichever is less, along with charges, interest and any other penalties may be forfeited.
- 3.1.3. However, in exceptional circumstances, the extension of time for the execution of the lease deed and taking over possession may be permitted as per the prevailing policy of the Authority at the time of submission of extension request letter by the Allottee and after payment of prescribed fees. As per the prevailing policy of the Authority for reference of the applicant. Penalty is equivalent of the one-year lease rent of the plot for one year.
- 3.1.4. Extension of time and applicable penalties/fees/charges shall be calculated from the date of execution of lease deed.
- 3.1.5. **Documentation charges:** The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the Allottee, who will also pay the stamp duty levied on transfer of Immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf.
- 3.1.6. Period of Lease: 90 years from the date of execution of Lease Deed.

3.2. Lease Rent

- 3.2.1. In addition to the premium of plot, the Lessee shall have to pay yearly Lease Rent in the manner given below.
1. The lease rent shall be @ 2.5% of the premium of the plot per year for the first 10 year from the date of execution of the lease deed.
 2. After ten (10) years from the date of execution of the lease deed, the lease rent shall be automatically increased by @50% of 2.5% i.e. 3.75% and the rate will be applicable for the next ten years and this process of enhancement will continue for future.
 3. The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
 4. In case of failure to deposit the due lease rent by the due date, interest @ 3% extra on State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1st July and 1st January of each year.

5. The allottee/lessee has the option to pay one-time lease rent equivalent to 11 years lease rent (i.e. 11 years x prevailing annual lease rent at the time of application) unless the Authority decides to withdraw this facility. On payment of one-time lease rent, no further annual lease rent shall be required to be paid for the balance lease period, this option may be exercised at any time during the lease period, provided the allottee has no outstanding lease rent arrears. It is made clear that annual lease rent already paid shall not be considered for adjustment in the amount payable towards one-time lease rent.

3.3. Location Charges

- 3.3.1. Location charges shall be payable by the Allottee / Lessee before execution of lease deed in lumpsum.
- 3.3.2. For corner plots - 5% of the total premium of plot.
- 3.3.3. For plots park facing /green belt - 5% of the total premium of plot.
- 3.3.4. For plots facing 45m wide or above sized roads - 5% of the total premium of plot.

Note:

- *Only applicable to plot with area less than 15 Acres.*
- *If one location is applicable, location charges will be charges only 5%.*
- *If two or more than two location are applicable, location charges will be charges 10%.*

3.4. Variation in Area

- 3.4.1. The area of the plots stated in the brochure is approximate. the applicant whose proposal is accepted, shall have to accept any variation, up to 10% either way in the area of the plot, for which the proposal has been offered. The premium of the plot will accordingly be calculated due to such variation in the area.
- 3.4.2. If the variation is more than 10%, on choice offered by GNIDA, the Applicant will have the option to accept or reject the allotment. If not accepted by the Applicant, GNIDA will either give a similar plot in the same sector or return the money deposited by Applicant without any interest.

3.5. As is where basis/ Lease period

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

3.6. Surrender

- 3.6.1. Surrender of plots may be allowed by GNIDA as per the prevailing policy of GNIDA.
- 3.6.2. The Allottee can surrender the plot to the lessor/CEO of the Authority as per following conditions:
 1. Up to 30 days from the date of issuance of allotment letter, 5% of the premium (50% of the application money) shall be deducted.

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

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

3.7. Change in Constitution

- 3.7.1. Change in Constitution (CIC) may be allowed by GNIDA only as per the prevailing policy of the Authority at the time of submission of CIC request letter by the Allottee and after payment of prescribed fees/charges.
- 3.7.2. In case of change in constitution of the Allottee, the Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Allottee fails to submit the application within 30 days, penalties may be imposed as per the prevailing policy.

3.8. Change in Shareholding

- 3.8.1. Change in Shareholding (CIS) may be allowed by the GNIDA only as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Allottee and after payment of the prescribed Fees/charges.
- 3.8.2. In case of change in shareholding of the Allottee, the Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Allottee fails to submit the application within 30 days, penalties may be imposed as per the prevailing policy.

3.9. Transfer of Plot

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

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

3.10. Role of GNIDA as per IBC 2016

- 3.10.1. Under the provisions of Insolvency and Bankruptcy Code (IBC) 2016, GNIDA shall be treated a secure financial creditor and the lease deed executed shall be a capital financial lease deed.
- 3.10.2. Under the circumstances, where the Allottee is declared Bankrupt and the liquidation process through Corporate Insolvency Resolution Process (CIRP) begins, GNIDA shall be treated as secure financial creditor and the dues (including penalties) of the allottee shall be recovered through this procedure, treating GNIDA as a secure financial creditor.

3.10.3. If the plot is cancelled by GNIDA due to any reason and plot has not been re-stored (if any) before date of initiation of proceedings. In such case the plot shall not be the part of Allottee.

3.11. Maintenance

- 3.11.1. The Allottee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the Competent Authority in this regard.
- 3.11.2. Lessee shall keep the premises and buildings in a good state with substantial repairs and in a good sanitary condition to the satisfaction of the lessor.
- 3.11.3. The available facilities as well as the surroundings shall be neat and clean and in good health and safe condition to the convenience of the inhabitants of the place.
- 3.11.4. The lessee shall abide by all regulations, building bye laws and directions of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.
- 3.11.5. In case of non-compliance of the terms and conditions mentioned in Clause 3.11.4, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and/or expedient.
- 3.11.6. If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work shall be carried out by the Authority and all the expenses incurred in carrying out such works will be borne by the Allottee
- 3.11.7. The Allottee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
- 3.11.8. The Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor. All directions as per prevailing policy of GNIDA will have to be followed at all times.

3.12. Mortgage

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

3.13. Misuse, Additions, Alterations etc.

- 3.13.1. The Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot without written permission from GNIDA as per prevailing policy of GNIDA. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority without any payment.
- 3.13.2. 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.

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

3.14. Liability to Pay Taxes

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

3.15. Overriding Power over Dormant Properties

- 3.15.1. The lessor reserves the right to all mines, minerals, coals, washing gold's, earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the Allottee / 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.

3.16. Cancellation

- 3.16.1. Cancellation of plots shall be done by GNIDA as per the prevailing policy of GNIDA. The current prevailing policy for the reference of the Application is as follows:

1. In addition to the other specific clauses relating to cancellation/determination, GNIDA/the lessor, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of this institutional plot in case of the following-
 - i. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
 - ii. Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
 - iii. In case of default on the part of the applicant/ Allottee/ lessee of any breach/violation of the terms and conditions of the registration, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues.
2. If the allotment is cancelled on the grounds mentioned in para (i) above, the entire amount deposited by the Allottee, lessee and sub-lessee and 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. If the allotment is cancelled on the grounds mentioned in paras (ii) or (iii) above necessary deduction and forfeitures will be made as per prevailing policy of GNIDA. Present policy is that 20% of the total premium of the plot shall be forfeited and the lease rent due till the date of cancellation will also be adjusted and the balance, if any, shall be refunded after adjustment of the lease rent due without any interest and no separate notice shall be given in this regard.

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

3.17. Restoration

- 3.17.1. GNIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of GNIDA can restore the plots if cancellation is under (ii and iii) The restoration will be subject to the following conditions:
 1. The application of restoration of plots shall be made within 60 days from the date of cancellation.
 2. The decision about the restoration application of the plots shall be taken within a period of 6 months after the date of cancellation.
 3. The Allottee would pay restoration charges @10% of the total premium of the plot at prevailing rate (on date of restoration application).
 4. The Allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.
 5. The Allottee has to pay time extension charges as per terms of allotment / lease.
 6. The Allottee has to submit Performance Bank Guarantee (PBG) of timeline given in Schedule, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of PBG will be 10% of the prevailing price of the plots.
 7. If there is any court case pending before any court, it shall be withdrawn by the Allottee. All legal expenses would be borne by the Allottee.
 8. In case allotment had 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 on inspection of the site about closing the illegal/unauthorized/non-permissible activities.
 9. 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.

3.18. Amalgamation/Sub-division

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

3.19. Other Clauses

- 3.19.1. The lessor reserves the right to make such decision/alterations/modification in the terms and conditions of registration/allotment/ lease from time to time, as lessor may decide.
- 3.19.2. 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.
- 3.19.3. If due to any "force-majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of allotted plot, entire

registration money or the deposits, depending on stage of allotment will be refunded without interest.

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

4. Annexures – Forms

4.1. Application Form

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

UPLOAD YOUR
RECENT
PASSPORT SIZE
PHOTO HERE

Sir/Madam,

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

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

1) Religious Buildings

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

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

RTGS/ Online Payments _____ dated _____ for Rs. 5900/- draw
on _____ towards non-refundable/ non-adjustable processing
fees.

- 1) RTGS/ Online Payments _____ dated _____ for 10% to the total
premium of the plot draw on _____ towards registration
money.
- 2) Certificate of authorization in favor of Shri / Smt, _____ S/o /
D/o _____ who is signing as (status) _____ on
behalf of the applicant Society/Trust/ i.e.
M/s. _____ Constituted
under _____ Act of _____ Government of India/ State
Government i.e. _____
- 3) Project / Proposal details along with schedule of project implementation for which this
application is being submitted.
- 4) Terms and conditions of the above registration duly signed as a token of acceptance of
the terms and conditions of the allotment of institutional land.

- 5) Payment Option _____
 6) The following documents duly signed by Applicant are enclosed.

Sl. No.	Description	Enclosed "Yes" or Enclose "No"	At page No.
1.	Project Report (Project feasibility, Land required, depicting the land use pattern, construction plan & schedule of implementation etc.)		
2.	Previous Three years Audited Balance Sheets		
3.	Financial Statement of Turnover of three years to be signed by applicant and certified by CA (as per Annexure No. 4.2)		
4.	Financial statement of Net Worth as on last F Y ending to be signed by applicant and certified by CA (as per Annexure No. 4.3)		
5.	Liquidity certificate from any nationalized/ scheduled Bank In case of loan from friends/relatives, documentary evidence of available funds of the friends/relative's subject to maximum of 25% of promoter's contribution. (as per Annexure No. 4.4)		
6.	Photocopy of certificate of incorporation/ registration, rules & regulations of society / trust/ (to be signed by applicant and certified by CA).		
7.	Affidavit of the applicant certified that all the statements made in application/annexures are true and correct (as per Annexure No. 4.5)		

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

Name of Bank & Branch _____

Bank Account No. _____

IFS code. _____

Communication Address: _____

City _____

State _____

Email id: _____

Contact No. _____

Mobile No: _____

Other No. (if any) ___

Date:

Signature of Authorised Signatory

Stamp of applicant with name

And status / designation

Signature duly attested by Bank Manager / Gazetted Officer

4.2. Financial Statement of Turnover

Name of Applicant -----

-

S.No.	Description	Year 3 (as per audited balance sheet)	Year 2 (as per audited balance sheet)	Year 1 (as per audited balance sheet)
1.	Turnover of the Applicant as per audited annual accounts.			

Signature of Authorised signatory

Stamp of applicant with name and Status

Certificate of the Chartered Accountant/Statutory Auditor

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

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

Signature and Seal of Chartered

Accountants/Statutory Auditors

Membership No.

4.3. Financial Statement of Net Worth

Name of Applicant -----

-

S.No.	Description	Amount in crore Rupees	Remarks
1.	Net Worth as on current FY ending of the Applicant as per audited annual accounts.		

Signature of Authorised signatory

Stamp of applicant with name

And Status

Certificate of the Chartered Accountant/Statutory Auditor

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

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

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No. _____

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

4.5. Format for Affidavit

(To be furnished on non-judicial stamp paper of Rs.10/- duly attested by notary public, by the Applicant).

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

1. I/we _____ s/o _____, resident of _____, on behalf of _____ as _____.
2. 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.
3. 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.
4. 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.
5. I am arranging funds/loan from my relative(s) of Rs. _____ for the proposed project.

Signature of Authorized signatory

Stamp of applicant with name

And Status/ Designation