



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-02 (2020)**

Scheme open on	20-8-2020
Scheme close on	30-9-2020

Table of Contents

Preface	3
Data Sheet	3
1. Section I: Instructions to the Applicants	8
1.1. Definitions	8
1.2. How to apply	9
1.3. Language	10
1.4. Applicant's responsibility	10
1.5. Documents required with Application Form.....	10
1.6. Allotment process	11
1.7. Extension of time limit for deposit of Allotment Money	12
1.8. Payment schedule	12
1.9. Change in the name of applicant	14
1.10. Unsuccessful applicants	14
2. Section II: Special conditions	14
2.1. Implementation and Extension	14
2.2. Functional Certificate	16
3. Section III: General terms and conditions	16
3.1. Execution of Lease Deed	16
3.2. Area	17
3.3. Surrender.....	17
3.4. Change in constitution	17
3.5. Change in shareholding.....	17
3.6. Maintenance	18
3.7. Mortgage.....	18
3.8. Transfer of Plot.....	19
3.9. Misuse, Additions, Alterations etc.	19
3.10. Liability to Pay Taxes	19
3.11. Overriding Power over Dormant Properties	19
3.12. Cancellation.....	20
3.13. Restoration.....	20
3.14. Amalgamation/Sub division	21

3.15. Other Clauses	21
4. Annexures – Forms	24
4.1 Application Form	24
4.2 Financial statement of turnover.....	27
4.3 Financial statement of Net Worth.....	28
4.4 Liquidity certificate.....	29
4.5 Format for affidavit	29

Preface

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

Applications are invited for allotment of plots to establish following activities: -

1. Religious Building

The Institutional Plots are offered on lease for ninety years and is located in various sectors of GREATER NOIDA, details as follows:

S.No	Plot No	Sector	Area (Sqm.)
1	RB-22	SECTOR-36	305.80
2	RB-23	SECTOR-36	799.65
3	RB-24	SECTOR-37	1040.00
4	RB-25	SECTOR-37	1000.00
5	RB-01	KNOWLEDGE PARK-5	3000.00
6	RB-02	KNOWLEDGE PARK-5	12000.00

Data Sheet

#	Head	Details
1.	Date of issue of the scheme brochure	20-8-2020
2.	Date of closure of the scheme/last date of submission of application form	30-9-2020
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)
4.	Allotment method for the scheme	Through direct allotment on the basis of screening and interview.
5.	Availability of scheme brochure	Downloadable from the Authorities' website: www.greaternoidaauthority.in
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

#	Head	Details
		"Greater Noida Industrial Development Authority".
7.	Registration money for allotment of plot	Adjustable/refundable amount equal to 10 percent 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.	Payment instalment for the allotted plot	<p>Option 1: 100% within 60 days from the date of issue of Allotment letter (after adjusting of registration money)</p> <p>Option 2: 50% within 60 days from the date of issue of Allotment letter (after adjusting of registration money) and balance amount i.e. 50% of the total premium of the plot in 2 years in four half yearly installments. The 50% amount shall carry interest @ State Bank of India MCLR +1% (which shall be rounded of to upper side up to 0.5%) applicable on 1st July and 1st Jan. of each year. In case of default on instalments/ lease rent 3% extra on (MCLR+1%) shall be applicable.</p> <p>Option 3: 30% within 60 days from the date of issue of Allotment letter (after adjusting of registration money) and balance amount i.e. 70% of the total premium of the plot in 4 years in eight half yearly installments. The 70% amount shall carry interest @ State Bank of India MCLR +1% (which shall be rounded of to upper side up to 0.5%) applicable on 1st July and 1st Jan. of each year. In case of default on instalments/ lease rent 3% extra on (MCLR+1%) shall be applicable.</p>
9.	Mortgage/ Collateral security permission fee	INR 5,000/- only (Five Thousand only) + GST as applicable.
10.	Transfer charges	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. NOTE: Transfer of the plot is allowed only after completion and issue of Functional Certificate.
11.	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.
12.	Location charges	Location charges shall be payable by the allottee / lessee before execution of lease deed in lumpsum. I. For Corner Plots - 5% of the Total Premium of Plot.

#	Head	Details															
		<p>II. For Plots facing park/green belt - 5% of the Total Premium of Plot.</p> <p>III. For Plots facing 45 mtr. wide or above sized roads - 5% of the Total Premium of Plot.</p> <p>Note: -</p> <p>I. For plots having more than one location benefit, different location charges will be added but maximum of 3 location charges will be charged.</p>															
13.	Norms of development	<p>I. Norms related to permissible FAR, Ground Coverage, setbacks and permissible height shall be as per Building Bylaws of the GNIDA.</p> <p>II. Other norms for development/construction shall be as per the applicable Building Regulations of GNIDA .</p> <p>III. No purchasable FAR shall be allowed in future.</p>															
14.	Amalgamation or Sub division of plot	Amalgamation/Sub-division is not allowed under any circumstances.															
15.	Permissible development activity	<p>Permissible activities and supporting facilities shall be as per below details:</p> <table border="1"> <thead> <tr> <th>#</th> <th>Category</th> <th>Permissible uses/ Core Activities</th> <th>Support Facilities</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Religious Buildings</td> <td>Religious Buildings</td> <td>as per building bylaws of GNIDA.</td> </tr> </tbody> </table> <p>Note: Maximum 15% of permissible FAR may be allowed for support facilities</p>	#	Category	Permissible uses/ Core Activities	Support Facilities	1.	Religious Buildings	Religious Buildings	as per building bylaws of GNIDA.							
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16	Rate of allotment	<p>Rate of allotment as per rate list Annex.</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Land Rate (per sqm.)</th> <th>Max. Ground coverage</th> <th>Max. FAR</th> <th>Max. Height (in mtr.)</th> </tr> </thead> <tbody> <tr> <td>1) Religious Buildings</td> <td></td> <td>35</td> <td>1.2</td> <td>No Limit</td> </tr> <tr> <td>Up to 4000</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Category	Land Rate (per sqm.)	Max. Ground coverage	Max. FAR	Max. Height (in mtr.)	1) Religious Buildings		35	1.2	No Limit	Up to 4000				
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		<p><u>Note:</u></p> <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	<ol style="list-style-type: none"> i. The Lease Rent will be 2.5% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed. ii. After ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future. iii. The Lease Rent shall be payable in advance every year. First such payment shall fall due on the date of execution of Lease Deed and thereafter, every year, on or before the last date of previous financial year. iv. In case of failure to deposit the due Lease Rent by the due date, interest will be charged @14% p.a. compounded half year, on the defaulted amount and for the defaulted period. v. The Allottee/ Lessee has the option to pay lease rent equivalent to 11 years lease rent (i.e. 11 years @2.5% = 27.5% of the total premium of plot as One Time Lease Rent unless the Authority decided to withdraw this facility. On payment of oneTime Lease Rent, no further annual lease rent would be required to be paid for the balance lease 																														

#	Head	Details
		<p>period, this option may be exercised at any time during the lease period, provided allottee has no outstanding lease rent arrears. It is made clear that lease rent already paid will not be considered for adjustment in the amount payable towards One Time Lease Rent.</p> <p>Note: To convert Annual Lease Rent option to One Time Lease Rent option , the Allottee/ Lessee has to take prior permission from the GNIDA.</p>
18	<p>Construction Period</p> <p>Note: The entire project must be completed within 5 years from the date of issue of checklist.</p>	<p>Time limit for obtaining Completion Certificate of first phase (from the date of issue of checklist of Lease Deed): 3 Years</p> <p>Time limit for obtaining Completion Certificate for full project (from the date of issue of checklist of Lease Deed): 5 Years</p> <p>Minimum requirement for sanction/completion shall be as per Clause No. 2.1</p>

1. Section I: Instructions to the Applicants

1.1. Definitions

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:
 - a) In case of a Trust: Corpus fund and General Fund taken together shall be considered as Net Worth of the Trust.
 - b) In case of a Society: Corpus fund and General Fund taken together shall be considered as Net Worth of the Society.
- 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. How to apply

- The Applicant shall ensure availability of the following documents/information.
- A scanned passport size photograph 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:

Step 1:	The Applicant shall access the online Institutional Scheme Portal at "https://investgnida.in/applications/User/InstitutionalApplicationForm.aspx" or the Applicant may access online Institutional portal from Greater Noida Industrial Development Authority's official website at www.greaternoidauthority.in.
Step 2:	Among the active schemes displayed in the portal, Applicant shall select "Applicant category and payment plan".
Step 3:	Applicant shall select preferred/selected plot size, sector. Registration money will be calculated based on plot size selected by the Applicant.
Step 4:	After selection of plot, the Applicant must fill basic details which shall include – photograph, identification details, bank details etc.
Step 5:	Before submitting the details, Applicant must agree with all the terms & condition of Scheme Brochure.
Step 6:	After submitting the details, Applicant will receive system generated application reference number.
Step 7:	Applicant shall upload requisite documents in the requested format (.pdf).
Step 8:	After submission of documents Applicant shall pay the Processing

Fee (Non-refundable) & Registration Money (Adjustable) through online payment gateway.

1. In case of non-payment of application related fees, the application shall be rejected by the Authority.
2. The Authority may without assigning any reason withdraw the Allotment process for any or all the plots at any stage.

1.3. Language

The document for this scheme shall be in English language.

1.4. Applicant's responsibility

- 1) It is assumed that before submitting the application, the Applicant has made complete and careful examination of the following:
 - a) The eligibility criteria and other information/requirements, as set forth in the Brochure
 - b) All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies
 - c) Hardcopy of application with all documents
- 2) GNIDA shall not be liable for any mistake or error or negligence by the Applicant.

1.5. Documents required with Application Form

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

- 1) Project Report including
 - a) Feasibility Report of the proposed project
 - b) Three years projected cash flow of the project depicting sources of inflow for the project
 - c) Statement of sources of funds
 - d) Land use pattern, construction plan and implementation schedule certified by the architect.
- 2) Background of the Applicant.
- 3) List of members of Society or Trust
- 4) Audited Financial Statements of last three years;
- 5) Registration documents:
 - a) In case of Society
 - i) Registration Certificate issued by the Registrar of Societies
 - ii) Memorandum of Association of Society
 - iii) Rules & Regulations of the Society

- b) In case of Trust
 - i) Registered Trust Deed.
- 6) Documents to establish source of financing:
 - a) Own funds:
 - i) Photocopy of listed Company's Shares/NSCs/Bonds/FDRs
 - OR
 - ii) Liquidity certificate from any Nationalized Bank/ Scheduled Bank
 - b) Loan:
 - i) From friends/relatives- Liquidity certificate from any nationalized/Schedule Bank of such friends/relatives with supporting affidavit
 - OR
 - ii) From bank or any financial institution- Letter from bank stating that they have in principal agreed to consider the project for financing.
- 7) Affidavit of the applicant certifying that all the statements made in application /Annexures are true and correct.
- 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 should have positive net-worth/surplus investable funds)
- 9) Turnover from Financial Statement of preceding three financial years.
- 10) Affidavit of the applicant certifying whether he is applying for the first time or he has applied earlier also and in that case give details of his earlier applications and the decision of Authority thereon.
- 11) Any other information which the applicant desires to provide.

1.6. Allotment process

- 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 the application shall be rejected.
- 2) In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 3) Selection process: After scrutiny of applications, the applicants will be called for interview/ presentation before the Allotment Committee of GNIDA.
- 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.
- 5) Allotment of plots: After the selection process, the Allotment Committee shall recommend the specific plot number from the available plots.

- 6) Issue of allotment cum allocation letter: The Allottee shall be informed about the allotment via an allotment cum allocation letter with specific plot no. The Allotment Letter shall be issued within 30 days from the date of approval of allotment.
- 7) Deposit of Instalment/ One Time Money: Applicant has to deposit Instalment/ One Time Money as mentioned in Data Sheet.
- 8) **In case the due Instalment/ One Time 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 10% of the Registration Money deposited shall be forfeited.**

1.7. Extension of time limit for deposit of Allotment Money

- 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.

1.8. Payment schedule

Payment Plan would be as follows:

Option 1: 100% within 60 days from the date of issue of Allotment letter (after adjusting of registration money)

Option 2: 50% within 60 days from the date of issue of Allotment letter (after adjusting of registration money) and balance amount i.e. 50% of the total premium of the plot in 2 years in four half yearly installments. The 50% amount shall carry interest @ State Bank of India MCLR +1% (which shall be rounded of to upside up to 0.5%) applicable on 1st July and 1st Jan. of each year. In case of default on instalments/ lease rent 3% extra on (MCLR+1%) shall be applicable.

Option 3: 30% within 60 days from the date of issue of Allotment letter (after adjusting of registration money) and balance amount i.e. 70% of the total premium of the plot in 4 years in eight half yearly installments. The 70% amount shall carry interest @ State Bank of India MCLR +1% (which shall be rounded of to upside up to 0.5%) applicable on 1st July and 1st Jan. of each year. In case of default on instalments/ lease rent 3% extra on (MCLR+1%) shall be applicable.

1) Other conditions:

- a) The Applicant has to give his option for payment along with the Application.
- b) The payments can be made in the listed banks via DD or online through Authority's website GNIDA
- c) The Allottee shall also deposit due stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, Gautam Budh Nagar by the Allottee himself/themselves) for Lease Deed in treasury of district Gautam Budh Nagar and should produce a certificate to the affect in relevant department at GNIDA within 180 days from the issue of allotment letter or else otherwise informed by GNIDA.
- d) After depositing the installment 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.

In case of default in payment of three consecutive instalments, allotment/Lease may 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 a default interest In case of default on instalments/ lease rent 3% extra on (MCLR+1%) shall be applicable.

- e) The payment made by the Allotte/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the Lease rent payable and then towards premium due.
 - f) The Allotte/Lessee shall not claim/entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and Allotte/Lessee shall have to pay due installment along with interest on due date.
 - g) In case of allotment of additional land, the payment of the premium of the additional land shall be made in lumpsum within 30 days from the date of communication of the said additional land as per prevailing policy of GNIDA.
 - h) In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government, the Allotte/Lessee will have to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.
 - i) Authority will accept each and every payment made by the Allottee at his own risk and responsibility. In case the Allottee violates any terms and conditions of allotment, the rights of the Authority will not be affected in any way irrespective of accepting any payment made by Allottee. No right shall accrue to the Allottee, if the plot allotted/handed over to the Allottee is cancelled, despite the fact that the Allottee has made the entire or partial payment, against the allotment to the Authority.
 - j) Extension for depositing allotment money shall not be allowed. In case of default in allotment money, the allotment offer would be cancelled without issuing any notice and the registration money will be forfeited.
- 2) Difference in the area of land allotted:**
- a) The area of the plot allotted or handed over may vary from the size of the plot in Allotment Letter/ applied for. If area of the plot in the Allotment Letter issued and actual area handed over to the Allottee / lessee is found to be more or less than the area intimated, a proportionate change in the amount of the Premium would be made. The Allottee has to accept the allotment, if the variation in the size of plot is up to 10% of the area applied for. No dispute/ objection by the lessee would be entertained on the ground of variation in the size of plot. Allottee/ lessee would have also no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 10% and Allottee is unwilling to accept the enhanced

or reduced area, the Allottee would have the right to decline the allotment and the deposits made with GNIDA would be refunded without interest, provided that the Allottee applies for refund within 30 days from the date of issue of Allotment Letter or within 30 days from the date of giving possession of the plot, as the case may be.

- b) With regard to the variation in the area of plot allotted, the applicant shall deposit the amount equivalent to the extended percentage of the total Premium at the current prevailing rate of allotment in one-time payment.
- c) The Allottee/Lessee shall not claim/be 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.
- d) Variation in the cost of land: In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government, the Allottee/Lessee will have to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

1.9. Change in the name of applicant

Application made once in the name of Applicant shall not be changed, thus any Change in the name of the applicant will not be allowed under any circumstances. However, registered society trust, may change their name as allowed to them as per the provisions of the Society, Trust Act.

1.10. Unsuccessful applicants

The Registration money of the unsuccessful applicants will be returned without interest after rejection of application within 90 days.

2. Section II: Special conditions

2.1. Implementation and Extension

- 1) The allottee have to obtain NOC for construction of religious building on the allotted plot from district magistrate and SSP 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) Norms of Development as per Annexure, however other norms shall be as per Building Regulations of GNIDA.
- 3) The Allottee will commence the construction after due date of the lease deed of the plot as per duly approved building plan and inform in writing to GNIDA about timely completion of the approved project.

- 4) The Allottee/ Lessee / Transferee will adhere to the schedule of construction of the building as given in Data Sheet.
- 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.
- 6) If Completion Certificate for full project (from the date of lease/ possession) is not taken by the Allottee as per the schedule, then time extension charges shall be payable by the Allottee as decided by GNIDA.
- 7) 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.
- 8) Extension for completion: Normally, no extension for completion would be granted; However, in exceptional circumstances, further extension may be granted by the Authority 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. The current extension charges applicable for completion for reference of the Applicant are as follows:
For fourth year to sixth year, @ 0.5% per month of total premium of the plot.
- 9) The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the completion certificate issued from Planning Department of the GNIDA as per the building regulations and directions of the GNIDA for minimum built-up area as per table mentioned below:
- 10) Minimum covered area required for completion shall be as follows:

Sr. No.	Plot Area (in Sqm)	Min. Built-up area (as percentage of total permissible FAR)
1	Up to 4000 sqm	50%
2	Exceeding 4,000 sqm but not exceeding 10,000 sqm.	40%
3	Exceeding 10,000 sqm but not exceeding 20,000 sqm.	35%
4	Exceeding 20,000 sqm but not exceeding 10,0000 sqm.	30%
5	Exceeding 100000 sqm but not exceeding 200000 sqm.	25%
6	Exceeding 200000 sqm but not exceeding 400000 sqm.	20%
7	Above 400000 sq. mtrs.	15%

2.2. Functional Certificate

- 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-
 - a) Completion/Occupancy Certificate.
 - b) No dues certificate.
 - c) Proof of Religious building being functional with images etc.
 - d) CEO or its authorized officer may ask any other document for satisfaction that Institute is functional.
 - e) In case of failure to obtain functional certificate by the allottee/ lessee, the allottee would be required to pay penalty @4% of the total premium per year (calculated on monthly pro-rata basis).
- 2) 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 2.2.1.
- 3) 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 shall be refunded without any interest. The Allottee must pay lease rent as applicable till the date of possession of the plot.

3 Section III: General terms and conditions

3.1 Execution of Lease Deed

- 1) As per guidelines issued by Uttar Pradesh government for construction and operation of a Temple, allottee is required to submit NOC from District Administration (office of DM) and Police Department of Gautam Budh Nagar (office of SSP) 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.
- 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 40% of the premium of the plot & any charges, interest and any other penalties may be forfeited.
- 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. The current prevailing policy of the Authority is as follows:
Equivalent of the One year Lease Rent of the plot for one year.

- 4) **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.

3.2 Area

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation. If such variation is within 10% limits, no change in location or surrender shall be allowed. However, if such variation is more than 10%, allottee shall have the option of surrendering the allotment and take back entire money deposited by him/her without any interest within 30 days from the issue of checklist.

3.3 Surrender

The allottee can surrender the plot before cancellation to the lessor/CEO of the Authority:

- 1) Up to 15 days from the date of issuance of Allotment Letter, no deductions shall be made.
- 2) From 16 to 30 days from the date of issuance of Allotment Letter, 10% of registration money shall be deducted.
- 3) 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.
- 4) No surrender shall be entertained after the execution of lease deed.
- 5) In Exceptional case if an allottee surrenders his allotment/plot after the lease deed is executed, the surrender/ request for refund of the amount deposited, the same will be allowed under the cancelation clause enumerated in this Brochure.

NOTE:

The date of surrender in above case shall be the date on which application is received by the Authority online. No subsequent claim on the basis of postal certificate will be entertained.

3.4 Change in constitution

Change in Constitution may be allowed by the GNIDA 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.

3.5 Change in shareholding

Change in Shareholding may be allowed by the GNIDA 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.

3.6 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
 - a) At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.
 - b) And the available facilities as well as the surroundings be neat and clean and in good health and safe condition to the convenience of the inhabitants of the place.
- 3) That the lessee shall abide by all Regulations, Building Bye laws and Directions of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.
- 4) In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and / or expedient.
- 5) If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses incurred in carrying out such works will be borne by the allottee.
- 6) That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
- 7) The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.

3.7 Mortgage

- 1) The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not issued) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/sub-lessee(s) should have valid time period for construction as per terms of the lease deed/ sub - lease deed or have obtained valid extension of time for construction and should have cleared up-to-date dues of the plot premium and lease rent.
- 2) The lessee/Sub-lessee(s) will submit the following Documents:
 - a) Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
 - b) Clearance of up to date dues of the GNIDA.

- 3) GNIDA shall always have the first charge on the plot towards payment of all dues of GNIDA.
- 4) Provided that in the event of foreclosure of the mortgaged/ charged property, the GNIDA shall be entitled to claim and recover such percentage, as decided by the GNIDA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the GNIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The GNIDA'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 bid or through execution of decree of insolvency from a court of law.

3.8 Transfer of Plot

The 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.

NOTE: Transfer of the plot is allowed only after completion and issue of Functional Certificate.

3.9 Misuse, Additions, Alterations etc.

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

3.10 Liability to Pay Taxes

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

3.11 Overriding Power over Dormant Properties

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.

3.12 Cancellation

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-
 - a) Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
 - b) Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
 - c) 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 (a) 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 (b) or (c) above 40% 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.

3.13 Restoration

- 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. The restoration will be subject to the following conditions:
- 2) The application of restoration of plots shall be made within 60 days from the date of cancellation.
- 3) The decision about the restoration of the plots will be taken by the CEO or Authorised Officer of GNIDA within a period of 6 months after the date of cancellation.
- 4) The Allottee would pay restoration charges @10% of the total premium of the plot at prevailing rate calculated at the time of restoration.
- 5) The Allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.
- 6) The Allottee has to pay time extension charges as per terms of allotment / lease.

- 7) 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.
- 8) If there is any court case pending before any court, it has to be withdrawn by the Allottee. All legal expenses would be borne by the Allottee.
- 9) 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.
- 10) In case of restoration in prepossession cases, the Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

3.14 Amalgamation/Sub division

Amalgamation/ Sub division is not allowed under any circumstances.

3.15 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 decide.
- 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 UP. 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 do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- 6) All arrears due to the lessor are recoverable as arrears of land revenue.
- 7) Any dispute between the Authority / Lessor and Allottee / Lessee/ Sub-lease shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court.

- 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.
- 9) If due to circumstances beyond the control of GNIDA, the possession of plot is not handed over to the Allottee within 2 years, the full amount deposited by the Allottee would be refunded along with the simple interest @4% after 2 years per annum.
- 10) In cases of "Force majeure" or such circumstances beyond GNIDA's control, GNIDA is unable to make allotment or the possession of the allotted plot, entire registration money or the deposit, depending on the stage of allotment will be refunded with 4% simple interest if the delay is more than 1 year.
- 11) 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.
- 12) 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.
- 13) GNIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to apply for the allotment.
- 14) The Allottee/ Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are issued there under from time to time.
- 15) Any dispute between the Lessor and Allottee/ Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad. 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.
- 16) The allotment will be accepted by the Allottee on "As-is-where-is basis". The Allottee is advised to visit the site before submission of application form for allotment.
- 17) 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.
- 18) 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.
- 19) All arrears due to the Lessor are recoverable as arrears of land revenue.
- 20) 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.

- 21) The Allottee/Lessee shall have to make sufficient provision of parking in the plot itself.

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. Gautambudh 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 these terms and conditions (Rate List/premium of allotment is enclosed as Appendix-2). 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.

- 1) RTGS/ Online Payments _____ dated _____ for Rs. 5900/- draw on _____ towards non-refundable/non-adjustable processing fees.
- 2) RTGS/ Online Payments _____ dated _____ for 10% to the total premium of the plot draw on _____ towards registration money.
- 3) Certificate of authorization in favor of Shri / Smt, _____ S/o / D/o _____ who is signing as (status) _____ on behalf of the applicant Society/ Trust/ Company/Registered Partnership firm i.e. M/s. _____ Constituted under _____ Act of _____ Government of India/ State Government i.e. _____
- 4) Project / Proposal details along with schedule of project implementation for which this application is being submitted.
- 5) 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.

6) The following documents duly signed by applicant and certified by C.A. / Architect are enclosed.

Sl. No.	Description	Enclosed "Yes" Not Enclose "No"	At page No.
1.	Project Report (to be signed by applicant and certified by CA.)		
2.	Background of the promoters		
3.	Feasibility report of the proposed project to be signed by applicant and certified by CA.		
4.	Land required, depicting the land use pattern, construction plan & schedule of implementation to be signed by applicant and certified by Architect.		
5.	Three years projected cash flow, depicting sources of inflows for the project, to be signed by applicant and certified by CA		
6.	Previous Two years Audited balance sheet and unaudited Balance Sheet of last year to be signed by applicant and certified by C.A.		
7.	Financial statement of turnover of three years to be signed by applicant and certified by CA (Annexure-1)		
8.	Financial statement of Net worth as on last F Y ending to be signed by applicant and certified by CA (Annexure-2)		
9.	Liquidity certificate from any nationalized/scheduled Bank (Annexure-3) Photocopy of listed company's shares / NSC / Bond / FDR are also to be attached. In case of loan from friends/relatives, documentary evidence of available funds of the friends/relatives subject to maximum of 25% of promoter's contribution.		

10.	Photocopy of certificate of incorporation/ registration, rules & regulations of society / trust/ (to be signed by applicant and certified by CA).		
11.	Affidavit of the applicant certified that all the statements made in application / annexures are true and correct (Annexure-4).		

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:
Signatory

Signature of Authorised

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 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.

¹ Herein Year 1 shall be considered as the Financial Year in which the Applicant is submitting the application. Year 2 & 3 shall be considered as the 2 financial years immediately prior to the application year

4.3 Financial statement of Net Worth

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

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 Authorised signatory

Stamp of applicant with name
And Status/ Designation