

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

THE MANUAL

FOR

COMMERCIAL PROPERTY MANAGEMENT

MARCH 2008

COMMERCIAL PROPERTIES

There are three types of commercial properties developed by GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY.

1. Built up shops
2. Actual users plots
3. Builders plots

A. PROCEDURE FOR ALLOTMENT

Commercial properties are allotted on basis of sealed **tender /auction**.

- For Shops/ Built up space / Kiosk / Actual user plot(s) – Single Bid System / Auction
- For Commercial Plots to Builders – Two Bid System / Auction

ELIGIBILITY

- i. A Sole Proprietor, Registered Partnership Firm, Public Ltd. Company, Private Ltd. Company or a Consortium of any of the above can submit the bid. The firms and companies should be registered in India.
- ii. The tenderer should be competent to submit the bids and enter into a contract.
- iii. All the documents submitted with the bid must be signed by the tenderer or his duly authorized signatory. In case of a partnership firm, all the partners are required to sign the bid document or it is to be signed by a partner who is duly authorized by all the other partners. The necessary authorization letter from all the other partners should be enclosed. In case of a Private or a Public Ltd. Company, a Board resolution, verified by the statutory auditors of the Company, authorizing the tenderer to sign the bid documents on behalf of the Company, must be submitted.
 - a. In case of a partnership firm, the following documents should be enclosed:
 - i. A self certified copy of the partnership deed.
 - ii. Registration certificate issued by the Registrar of Firms.
- iv. In case of a company, the following documents should be enclosed:
 - (a) List of directors duly certified by the statutory auditors of the Company.

(b) List of the share holders, with number of shares allotted to each shareholder, duly certified by the statutory auditors of the Company.

(c) Copy of the Memorandum and Articles of Association of the Company.

v. In case of a consortium:

- (a) Members of the consortium will have to specify one "lead member", who alone shall be authorized to correspond with the Authority. Lead member should be the single largest shareholder amongst the relevant members.
- (b) Each member of the consortium with equity stake of at least 26% will be considered as the "relevant member". The technical qualifications of only the lead member shall be considered for "technical eligibility" as prescribed by the Authority. However, the financial capabilities of all the relevant members shall be considered for "financial eligibility" as prescribed by the Authority.
- (c) The members shall submit a registered Memorandum of Understanding (MOU) conveying their intent to jointly apply for the scheme, and in case the plot is allotted to them, to form a 'Special Purpose Company', hereinafter called "the SPC", that will subsequently be carrying out all the responsibilities of the allottee.
- (d) The MOU shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. The MOU should state that all members shall be jointly and severally responsible for the successful implementation of the project.
- (e) The execution of the lease deed will be made in favour of the SPC, which should be a registered firm or an incorporated company. The members of the consortium shall have to retain their respective shares as per MOU till the completion of the project. However, in the exceptional circumstances, the change in consortium shareholding structure may be permitted by the Authority, but the status of the "lead member" shall remain unchanged in all circumstances till the completion of project.

The currency for the purpose of the bid shall be the Indian National Rupee (INR).

A-1 TENDERER'S RESPONSIBILITY

It would be deemed that prior to the submission of the bid, the tenderer has made a complete and careful examination of :

1. The eligibility criteria and other information and requirements, as set forth in the brochure of the scheme.
2. The various other aspects including, but not limited to, the following:
 - (i). The site, existing facilities and structures on it, access roads and utilities in the vicinity of the site.
 - (ii) All other matters that might affect the tenderer's performance under the terms of the bid, including all risks, costs, liabilities and contingencies associated with the bid.

The GNIDA shall not be liable for any mistake or error or neglect by the tenderer in respect of the above.

A-2 MODIFICATIONS AND WITHDRAWAL OF BIDS

No bid shall be modified or withdrawn by the tenderer after the submission of the bid documents.

A-3 OPENING OF BIDS

The bids shall be opened by the Committee constituted for this purpose by the Greater Noida Industrial Development Authority.

B TECHNICAL AND FINANCIAL ELIGIBILITY CRITERIA

The tenderer should have to fulfill the technical and financial criteria, as prescribed in the brochure of the scheme.

C. HOW TO APPLY

1. The tenders / auction of commercial properties are invited on single bid system (for shops/kiosks/actual user plot etc.) and on two bid system (for builders plots etc.). The tenderer may apply for allotment of the shop/plot/plot(s) on the prescribed bid forms as and when it is invited.
2. A tenderer/lead member can submit only one bid against one plot/shop. However, in case a tenderer/lead member has total financial capabilities equivalent to the

financial capabilities required for submission of more than one bid for more than one plot/shop, the tenderer/lead member can submit as many bids as it can qualify on the basis of its total financial capability. For each such plot(s)/shop(s), separate bid(s) shall have to be submitted in separate envelope(s).

3. The earnest money and processing fee should be in the form of a Bank Draft or a Pay Order only, in favour of Greater Noida Industrial Development Authority, payable at New Delhi/Delhi/Noida/Greater Noida.
4. The "Technical Qualification Bid" should be put in Envelope No. 1 and sealed and "Financial Bid" should be put in Envelope No. 2 and sealed and "Financial Bid" should be superscribed on this Envelope.
5. Both these sealed Envelope No. 1 and Envelope No. 2 should be put into another envelope, which should be superscribed as "Tender for Scheme (name/number of the scheme)". The number & sector of the plot for which the bid is being submitted should be clearly described on the top of each the above envelopes. This envelope should also be sealed before putting it into the tender box, which shall be kept in the office of Greater Noida Industrial Development Authority. If application is made for allotment of shop / kiosks / actual user plot etc., only financial bid is required.
6. The demand draft for processing fee & earnest money should be attached with the "Technical Qualification Bid" documents placed in Envelope No. 1.
7. The following documents are also required to be submitted with the "Technical Qualification Bid" documents placed in Envelope No. 1, after getting them duly certified by the Companies Statutory Auditors :-
 - i. Certified true copy of the Certificate of Incorporation/ Certificate for Commencement of Business.
 - ii. Certified true copy of the Memorandum & the Articles of Association
 - iii. List of the Directors and their respective equity shareholdings.
 - iv. List of shareholders. In case the numbers are large, list should contain details of major shareholders i.e. that of the promoters, the institutions, the corporate and the public.

- v. Audited Annual Reports for the last three accounting years. In case of a Consortium, the audited annual reports of each member of the consortium for the last three years shall be submitted.
- vi. Board resolution authorizing the person for signing and submitting the bid.
- vii. Certificate of Registration and the Partnership Deed in case of a Partnership Firm.
- viii. Networth Statement certified by the Statutory Auditors of the Company/Statutory Auditors of the Partnership Firm.
- ix. Statement of sum of the turnover from the real estate activities only, for the last three accounting years duly audited by the Statutory Auditor of the Company/Statutory Auditor of the Firm.
- x. Solvency Certificate, not more than 6 months old, issued by a Nationalized / Scheduled Bank.
- xi. Details of the work experience as fixed by the Authority in the brochure from time to time.

D ACCEPTANCE OF THE BID:

1. The commercial shop / plots bid, as mentioned in the brochure, shall be opened in the presence of the tenderers on the date and time. The presence of all the tenderers is solicited.
2. All the "Technical Qualification Bids" shall be examined by the Greater NOIDA Industrial Development Authority, who shall declare the list of the technically qualified tenderers. The decision of the Authority in this regard, shall be final and binding on all the tenderers.
3. The "Financial Bids" of the Commercial / Builder category-wise technically qualified tenderers shall be opened plot wise subsequently. Technically qualified tenderers shall be informed of the time and date of opening of the "Financial Bids" or participate in auction, as the scheme. Unqualified tenderers will not be informed regarding the opening of the "Financial Bids".

4. Open auction:

A. Circumstances for open auction and eligibility

After opening the "Financial Bids" and on demand from two or more bidders

whose financial bids are above the reserve price, an open auction will be conducted, there and then, immediately after opening of the "Financial Bids", amongst the bidders whose financial bids are above the reserve price, so as to enhance the highest financial bid quoted. No such demand from any such bidder shall be entertained later on.

OR

In case more than one tender of same highest amount is received against a plot, an auction will be conducted, there and then, immediately after opening of the "Financial Bids", amongst these highest amount bidders, so as to enhance the highest financial bid quoted. No such demand from any such bidder shall be entertained later on.

B. Reserve Price for open auction : Reserve Price for open auction shall be fixed by the Authority as per scheme.

C. Terms & conditions: All the terms & conditions of this Brochure shall be applicable on the bidders who participate in the auction. Thus it is clarified that the conditions of tender document shall be binding on all the parties participating in the auction, for which a written consent has to be submitted by the participating companies before commencement of the open auction process.

1. Incompletely filled bid document will be summarily rejected.
2. The tenderer cannot withdraw his/their bid once submitted.
3. The GNIDA may, without assigning any reason, withdraw any plot from the scheme at any stage. Similarly size of any plot may be increased or decreased.
4. The GNIDA may accept or reject any bid, including the highest bid, without assigning any reason and its decision in this behalf shall be final and binding on all the tenderers.
5. There will be no correspondence on issues or grounds raised by any technically disqualified or rejected tenderer.

E RESTRICTIONS ON THE UTILITY & THE PERMISSIBLE CONSTRUCTION

E-I. UTILITY

The plots/shop/kiosks shall be used for development / construction of commercial activities as prescribed in the scheme brochure, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/ chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall entirely be the responsibility of the lessee to obtain all statutory clearances from

the concerned statutory authorities for his functioning. Lessor shall not be responsible for any consequences arising out of the failure of the lessee to receive any such statutory clearance.

E-II. PERMISSIBLE CONSTRUCTION

- (i) Any construction will be permissible only as per the ground coverage, FAR, maximum height etc. as given in the brochure. If there is no mention in the brochure regarding permissible construction the same shall be dealt as per the Building Regulations and Directions of GNIDA.
- (ii) All the infrastructural services shall have to be provided by the lessee within the plot area only.
- (iii) All clearances/approvals must be obtained by the lessee from the respective competent statutory authorities prior to the commencement of the construction work.
- (iv) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).
- (v) The dimensions of the site are subject to any change/ modification as per the actual measurements at the site.
- (vi) All other provisions, not specified above, shall be in accordance with the Building Regulations and Directions of the Greater NOIDA and the amendments made therein from time to time.

F. EXECUTION OF LEASE DEED, POSSESSION & COMPLETION / FUNCTIONAL

TIME TABLE

Sl.No	Head	Lease Deed Possession	Completion	Functional
1.	Shop/Kiosk etc.	Within one year from DOA	-	Within 6 months from the due date of Execution of LD
2.	Actual user plot	Within one year	Within two years from	Within 2½ years

		from DOA	DOA	from DOA.
3.	BUILDERS Plot	Within 30 days from date of deposit of Allotment money	Within four years from the DOA	Within 4½ years from the DOA

*DOA = Date of Allotment. LD= Lease Deed

In case of failure, the Authority may cancel the allotment.

However, in exceptional circumstances extension may be granted by the CEO or its authorized officer on payment of penalty as decided by the CEO from time to time.

Functional formalities

1. An Affidavit duly notarised on a stamp paper of Rs. 10/- declaring the date of commercial establishment functional (in original).
2. Electric Meter Sealing Certificate issued by Electricity Department and electric consumption bill.
3. Telephone bill OR Sales Tax Registration Certificate OR Registration Certificate under Shop Establishment Act.

Out of the above documents, certified copies of Electric Meter Sealing Certificate issued by concerned Electricity Department and electric consumption bills are compulsory for declaring a commercial unit functional. Date of issue of Electric Meter Sealing Certificate/ Trade Tax Registration Certificate/ Registration Certificate under Shop Establishment Act, whichever is earlier, shall be considered the date of functional of a commercial establishment.

INDEMNITY

In case of builders plot, builder / allottee shall execute an indemnity bond, indemnifying the Authority against all disputes arising out of:

1. Non-completion of the project
2. Quality of Construction
3. Any legal dispute arising out of allotment/lease to final purchaser

The allottee shall wholly and solely be responsible for implementation of the Project and also for ensuring quality, development and subsequent maintenance of building and services till such time, alternate agency for such work is identified legally by the allottee.

G PAYMENT PLAN & MODE OF PAYMENT

- G-1 In case of actual user plot / shop / kiosk, the allottee has to pay 30% of the total premium of the commercial shop(s) (after adjusting earnest money already paid) within one month from the date of allotment. Balance 70% shall be payable in fourteen equal half-yearly

installment with interest @ 11% p.a. calculated from the date of allotment. The first such installment shall become due at the end of seventh month from the date of allotment for commercial shop(s).

Normally no extension in payments shall be allowed. If the amount payable to the Authority is not paid within the prescribed time limit, extension of time for such default period under very exceptional circumstances may be allowed upto a maximum of 3 months, subject to the condition that during the entire payment plan such extensions shall not be more than three. In the event of extension, interest @ 14% per annum compoundable half yearly shall be payable on the defaulted amount for the defaulted period.

All payments to the Authority can be made in the form of Demand Draft/Pay Order drawn in favour of **Greater Noida Industrial Development Authority** payable at New Delhi/Noida/Greater Noida. The payments shall be accepted directly at the bank branches authorised to do so.

The payment made by allottee/lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the installment due and the lease rent payable.

- G-2 In case of allotment of commercial plot allotted to Builders, the successful bidder shall be required to pay 10% of the total premium of the plot (after adjusting registration money as given in the Brochure), within one month from the date of issuance of Reservation cum Acceptance Letter. After confirming the receipt of Reservation money the formal allotment letter will be issued.

The allottee shall then be required to pay 20% of the total premium of the plot within three months from the date of issuance of such allotment letter. The lease deed can be executed within one month after depositing the allotment money.

Balance 70% of the premium amount shall be payable in six equal half-yearly installments with interest @ 11% p.a. calculated from the due date of deposit of allotment money on the balance outstanding premium.

G-3 MODE OF PAYMENT

Normally no extension in payments shall be allowed. If the amount payable to the Authority is not paid within the prescribed time limit, extension of time for such default period under very exceptional circumstances may be allowed upto a maximum of 3 months, subject to the condition that during the entire payment plan such extensions shall not be more than three. In the event of extension, interest @ 14% per annum compoundable half yearly shall be payable on the defaulted amount for the defaulted period.

All payments to the Authority can be made in the form of Demand Draft/Pay Order drawn in favour of **Greater Noida Industrial Development Authority** payable at New

Delhi/Noida/Greater Noida. The payments shall be accepted directly at the bank branches authorised to do so.

The payment made by allottee/lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the installment due and the lease rent payable.

H. PERIOD OF LEASE :

The allotment of plot will be made on lease hold basis for a period of ninety years from the date of lease deed.

I. LEASE RENT:

In addition to the premium payable, annual lease rent shall be chargeable from the date of execution of lease deed at the rate of 2.5% of the total premium of the commercial builder plot/actual user plot/shop etc. for first ten years. The Authority will be empowered to enhance the annual lease rent on expiry of every 10 years from the date of execution of the lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement.

OR

The allottee/lessee has the option to pay 11 years lease rent @ 2.5% p.a. of the total premium as ONE TIME LEASE RENT.

J AREA

The area of the Commercial plots/shops stated in the terms and conditions are approximate, the tenderer, whose tender / auction is accepted, shall have to accept variation upto 10% either way in the area of the Commercial plots/shops, for which the tender has been offered. The premium of the Commercial plots/shops etc. will proportionately vary due to such variation.

K TRANSFER OF COMMERCIAL PROPERTIES

1. The cases, where cancellation has been effected, are not eligible for transfer.
2. Only bonafide allottee/lessees/transferees/sub-lessee are eligible to transfer commercial property allotted/transferred to them. In case of allotment to builder, the transfer of whole plot is not permissible.

3. Application for transfer should come on prescribed application form available in Bank of Baroda Sector-Gamma-II, Greater Noida against cash payment of Rs.100/-.
4. The transfer application form should be duly filled in alongwith the No Dues Certificate.
5. Transfer application should be accompanied with a bank draft of Rs.1,000/- towards transfer processing fee in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" payable at Noida/Greater Noida/New Delhi/Delhi.
6. Photograph, Signature of Transferor(s)/Transferee(s) must be attested by the Banker(s) on the application form itself, In case of companies, certified copy of Resolution of Board of Directors authorising the signatory for moving the transfer application should also be submitted with application along with passport size latest photograph duly attested by Banker/ Gazetted Officer for both Transferer(s)/ Transferee(s).
7. Both Transferor and Transferee must be competent to contract in law on the date of transfer application.
8. That the lessee may be entitled to sell, transfer, assign the property after payment of upto date instalment(s), interest and lease rent. The Chief Executive Officer GREATER NOIDA or any authorised officer may grant such permission as per prevailing policy of the Lessor. However, the Lessor reserves the right to reject any transfer application without assigning any reason whatsoever. The lessee will also be required to pay the transfer charges as per policy.

The transferee undertakes to put to use the plot/shop for the original permissible use only.

The lessee, shall pay transfer charges prevailing at the time of transfer. All the terms and conditions of allotment, transfer permission and lease deed/brochure shall be applicable.

- The transfer charges is proposed to be charged @ 10% of the total premium/rate of the plot / shop / built space etc.

9. Transferor and transferee should severally and/or jointly satisfy themselves about the over-dues/dues position from the Accounts Officer (Commercial) of the Authority
10. Once transfer is approved and Transfer Memorandum is issued, all the assets and or liabilities against the commercial property(ies) would pass on the transferee.
11. Transfer charges once deposited will not be refunded/adjusted even in case transfer does not materialise due to dispute between the parties/or withdrawal of transfer application by the transferor with the consent of transferee(s).

12. The transfer of commercial property is an act between the Transferor(s) and Transferee(s) and as such any liens claims damages compensation adverse court orders etc. arising thereof subsequently would be the sole liability of transferee(s) and Greater Noida Industrial Development Authority would remain indemnified against the same.
13. Transferor and Transferee would execute and register the Transfer Deed within 90-days from the date of Transfer Memorandum. In case the possession of property is given after execution of HPTA than allottee is to revoke the HPTA and proposed transferee shall execute lease deed. In case of failure to execute the transfer deed or lease deed as the case may be, penalty shall be charged as per terms and conditions of allotment/transfer memorandum. •

1. **TRANSFER OF PLOT/BUILDING THERON CONSTRUCTED BY THE BUILDER ALLOTTEE**

TRANSFER/SUB LEASE OF COMMERCIAL PLOTS/BUILT-UP SPACE

1 TO LEGAL HEIR

The transfer of commercial plot to his/her legal heir will be allowed on the demise of the allottee / lessee with prior permission of the Chief Executive Officer/or any Officer authorised by CEO in this regard, subject to the fulfillment of prescribed conditions.

2 TO OTHER THAN LEGAL HEIRS

The lessee shall not be entitled to sell, transfer, assign or otherwise part with possession of the whole or any part of the commercial plot in any circumstances/case. However, the built up space can be transferred and possession of the premises can be given after obtaining the completion certificate from the Authority and execution of sub-lease deed. The Chief Executive Officer of the Authority or any authorised officer may grant such permission as per prevailing policy of the Lessor. However, the Lessor reserves the right to reject any transfer application as per policy prevailing at the time of granting such permission of transfer.

The first or subsequent purchaser/transferee will be governed by the same terms and conditions as applicable to the allottee/lessee and no transfer charges will be applicable on such first transfer from allottee/developer to purchaser. However, the transfer charges as mentioned in para J-8 above shall be payable on subsequent transfer.

Provided also that the first or subsequent purchaser will be responsible for payment of dues including that of premium, lease rent, interest of penalties payable to the lessor.

M RENTING OF COMMERCIAL PREMISES

Allottees of commercial properties are not required to take prior permission for renting out the premises for the same prescribed use for which that property is allotted.

N. CHANGE IN CONSTITUTION

Change From Proprietorship To Partnership

- 1 The application for change in constitution from proprietorship to partnership, Pvt. Ltd. company, Public Ltd Co or vice versa should come from the original lessee(s)/ allottee(s)/ transferor(s).
2. The application should invariably be accompanied by the NOC from term lending' institution in case the commercial property is mortgaged,

For Changes from partnership to Partnership

- i) Certified copy of the Partnership Deed.
- ii) Form 'B' regarding registration of firm or any other document to this effect issued by the Registrar
- iii) Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State.
- iv) Notarised affidavit stating the relationship of the incoming partners with the original allottee/Transferee, (In case exemption from payment of CIC charges is sought.

For Changes Within Partnership

- i) Dissolution deed, New Partnership deed, Retirement-cum-Partnership deed of the firm.
- ii) Form 'C' & revised Form 'A' issued by Registrar of firm or any other document to this effect issued by the Registrar of firms of respective State.
- iii) Notarised affidavit stating the relationship of the incoming partners with the original allottee/transferee. (In case exemption from payment of CIC charges is sought.)

For changes within Pvt. Ltd. company/Public Ltd. company

- i) Certified list of shareholder with share holding duly certified by Chartered Accountant
- ii) List of Directors duly certified by Chartered Accountant alongwith Form 31 duly received by R.O.C.
- iii) Board Resolution duly certified by the Chairman of meeting/CA.

iv) Notarised affidavit stating the relationship of the incoming shareholder with the original allottee(s)/Transferee(s). (In case exemption from payment of CIC charges is sought.)

Change from Proprietorship/Partnership to Pvt./Public Ltd, company

- i) Memorandum and Article of Association (certified copy).
- ii) Certified copy of Certificate of Incorporation issued by Registrar of respective State
- iii) Certified list of Board of Directors and certified list of shareholders showing number of shares and their value alongwith their addresses duly certified by Chartered Accountant.
- iv) Duly certified Resolution of Board of Directors regarding taking over the ~~industrial~~^{Commercial} property by the Company from Proprietor/Partners. Also the resolution in favour of person authorised by the Board of Director of the Company to correspond with the Authority.
- v) Notarised affidavit duly sworn and attested regarding the relationship of the shareholders with the original allottee(s) (in case exemption from payment of CIC charges is sought).
- vi) In case of Public Ltd. Co. certified copy Commencement of Business certificate issued by Registrar of Companies is also to be submitted.

3. Charges for change in constitution are in proportion of shares transferred. However, no charges are leviable in case incoming partner, or shareholder(s) are within blood relation i.e. father/ mother, husband/wife, son/daughter and vice-versa of the original allottee(s)/transferee(s). However, the original allottee(s) will maintain minimum of 25% shareholding in the company/firm for a minimum period of 3 years.

4. No CIC charges are applicable for 100% transfer of shareholding within blood relation i.e. father/ mother, husband/wife, son/daughter, and vice-versa of the original allottee(s)/transferee(s). However, processing fee of Rs.1,000/- is payable alongwith request for the same.

5. Change in constitution after execution of lease deed and taking over possession would be considered with respect to original allottee(s)/ transferee(s) only. It is mandatory for the original allottee(s)/ transferee(s) to retain minimum of 25% shareholding, in that company/ firm in whose favour the change in constitution is sought.

6. If due to change in constitution, there is no change in legal entity of the lessee, fresh legal documentation would not be insisted upon. However, if the allottee/transferee themselves needs fresh documentation, they may do so at their own level In case the property is acquired by way of transfer, and/or legal entity is changed by way of change in constitution, they would be required to execute the transfer deed. All expenses on account of legal documentation would be borne by the allottee(s)/transferee(s).

7. No CIC charges are levied if the CIC is in favour of Public Ltd. Co. then there would be a minimum requirement of shareholding with the original allottee(s)/transferee(s) and any subsequent change in shareholding would be without charges.
8. In case only name of incorporated company is changed and a certificate is issued in respect of the same by R.O.C. then no CIC charges will be leviable. However, supplementary deed may be executed and duly registered for this change in name.
9. In case the allottee/transferee is a incorporated company and subsequently a partnership firm or another incorporated company is formed with the original incorporated company as a partner/shareholder then the CIC charges would be applicable on the percentage of shareholding not held by original allottee(s)/transferee(s), company. In case other partner(s)/shareholder(s) are the shareholders of the original company then no CIC charges would be leviable.
10. In case where 100% CIC charges are levied, such cases would be treated at par with transfer cases.
11. CIC charges wherever applicable are levied on the extent of shareholding held by other than the original allottee(s)/transferee(s). CIC charges payable as above are equivalent to transfer charges.
12. No CIC charges would be levied in case an original partner(s)/shareholder(s) withdraws from the partnership firm/incorporated Company.

O MORTGAGE

Allottee of commercial plot/shops can mortgage the property after making full and final payment and upto date lease rent. The property can also be offered the allotted plot/shop as collateral security once full and final payment of the allotted plot/shop has been made and establishment been declared functional.

In case of builders plot, the sublessee may be granted permission to mortgage by the Authority only after execution of sublease deed.

P. SURRENDER

1. The allottee can surrender the commercial property in favour of Authority before cancellation.
2. The request for surrender should contain signature of bonafide allottee/lessees duly certified by Banker/Gazetted Officer In case of incorporated company the request should be supported by the certified copy of the Resolution of Board of Directors.

3. After acceptance of surrender request the allottee shall have to produce no dues certificate from Water Supply/Electricity Department and surrender the Lease Deed /Transfer Deed and handed over the possession of the property back to the authority. After completing above formalities, an amount equivalent to the 30% of the premium of the plot/shop shall be forfeited and balance amount after deducting lease rent interest as per the terms and conditions of allotment/lease shall be refunded to the allottee.

P. CANCELLATION

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

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

In the event of cancellation, under sub-clause (1) above, the entire deposits and/or earnest money till the date of cancellation shall be forfeited and possession of the plots/shops/kiosks will be resumed by the Authority/lessor with structure thereon, if any, and the allottee/lessee shall have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (2) & (3) above, the entire registration amount will be forfeited and balance will be refunded without any interest.

Q. RESTORATION OF COMMERCIAL PLOT/SHOP/Built up space

9 (अ) आवंटी द्वारा वाणिज्यक परिसम्पत्ति के विरुद्ध प्रत्यावेदन निरस्तीकरण पत्र की तिथि से 90 दिन में प्राधिकरण में प्राप्त करवाया जायेगा लेकिन विशेष परिस्थितियों में मुख्य कार्यपालक अधिकारी इस समय सीमा में शिथिलता प्रदान करने हेतु अधिकृत होंगे। ऐसे सभी प्रकरण आगामी बोर्ड बैठक में संज्ञान में लाये जायेंगे। प्रत्योवेदन के साथ शपथ पत्र के रूप में आवंटी द्वारा किये गये उल्लंघन को दूर करने के प्रभावी उपाय/समय सारणी भी प्रस्तुत की जायेगी।

(ब) आवंटी द्वारा पुर्नस्थापना की दशा में वाणिज्यक परिसम्पत्तियों के आवंटन मूल्य की 10 प्रतिशत राशि के रूप में पुर्नस्थापना शुल्क देय होगा ।

2. पुर्नस्थापना की स्थिति में पुर्नस्थापना शुल्क के अतिरिक्त प्राधिकरण के नियमों के अनुसार अर्थदण्ड, ब्याज, समयबृद्धि शुल्क इत्यादि का भुगतान आवंटी द्वारा यथावधि में किया जायेगा ।

3. निरस्तीकरण के प्रकरणों में यदि पुनः आवंटन न किया गया हो तथा निरस्त व्यवसायिक भूखण्ड / भवन के संबंध में कोई वाद किसी न्यायालय में लंबित न हो और यदि लंबित हो तो वादकर्ता को वह वाद वापिस लेना होगा। पुनर्स्थापना की सुविधा अंतिम रूप से एक बार ही दी जायेगी ।

4. जिन वाणिज्यक परिसम्पत्तियों में निर्धारित अवधि में आवंटन धनराशि का भुगतान न किये जाने के कारण आवंटन निरस्तीकरण किया गया है उनमें पुर्नस्थापना की सुविधा अनुमन्य नहीं होगी ।

5. वाणिज्यक इकाईयां जिन्होंने कार्यशील कर कार्यशीलता प्रमाण पत्र प्राप्त कर लिया हो तथा जिनमें निरस्तीकरण भुगतान के डिफाल्ट के कारण हुआ हो तथा निरस्तीकरण एक वर्ष से पुराना न हो, में ये राशि एवं मूल भू-प्रीमियम का 2 प्रतिशत पुर्नस्थापना शुल्क देय होगा ।

R. AMALGAMATION

In case of more than one commercial property is allotted/transferred in one name, amalgamation is allowed but no sub-division is permitted. In case of vacant plot sub-division is not allowed. In case amalgamation is allowed allottee/transferee has to construct according to the sanctioned plan/control drawings/set back. In case allottee applies for transfer of constructed portion within prescribed time for construction, no transfer charges are leviable. However, if the same is applied after expiry of prescribed time for construction, transfer charges are leviable as per rules.

S. Miscellaneous

- The lessee shall make such arrangements as are necessary for maintenance of the building and common services.
- If the buildings is not maintained properly, the Chief Executive Officer or any officer authorised by Chief Executive Officer, GREATER NOIDA will have the power to get the maintenance done through the Authority and recover the amount so spent from the lessee. The lessee will be personally and severally liable for payment of maintenance amount. In

case of default of the amount, the dues will be recovered as arrears of land revenue.

- No objections will be entertained on the subject of amount spent on maintenance of the building and decision of the Chief Executive Officer shall be final and binding.
- The cost of stamp duty for the purpose of execution of Lease Deed and expenses of registering the legal documents and its copies and all other incidental expenses will be borne by the allottee.
- The allottee/lessee will be liable to pay all taxes, charges, fee and assessment of every description in respect of the plot whether assessed, charged or imposed on the plot or on the building constructed thereon, by the lessor or any other competent authority.
- The Authority reserves the right to all mines, minerals, coals, washing gold, earth, oils and quarries, in over or under the allotted plot and full right and power at the time to do all acts and things which expedient may be necessary or for the purpose of searching, for working and obtaining, removing and enjoy the same without providing or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon, provided always that the Authority shall make reasonable compensation to the allottees for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Chief Executive Officer will be final and binding on the allottee/lessee.
- For all disputes on any issue pertaining to allotment/lease, the jurisdiction of disputes will be the District Court, Gautam Budh Nagar and / or the High Court of judicature at Allahabad.
- The allottee will be governed by the provisions of U.P. Industrial Area Development Act, 1976, and the Rules / Regulations framed or directions issued thereunder.