

SCHEME 2015-16 COMMERCIAL SHOPS AND KIOSKS (CSK-16/2016)

COMMERCIAL SHOPS & KIOSKS

IN

GREATER NOIDA

TERMS & CONDITIONS

Greater Noida Industrial Development Authority invites offers on Interview basis for commercial Built up Shops/ Kiosks in various sectors of Greater Noida City on 90 Years Lease hold basis.

Application Form No. ...

Price Rs. 1100/-

AUTHORITY'S COPY
(To be submitted in duplicate)

SCHEME OPEN ON 05-01-2016

COSTING OF VACANT SHOPS AT DIFFRENTS SECTORS

SI NO	Shop No.	Floor	Area in sqm	Sector	Use	Price Per Sqm. (in Rs.)	Processing Fee (in Rs.)	Earnest Money (in Rs.)
1	B-3	GF	19.18	Beta-2	General	216800.00	15000	415822
2	GFS - 3	GF	19.92	Gamma -I	Frute&Vegetables	130680.00	15000	260315
3	GFS - 5	GF	19.92	Gamma -I	Hardware	130680.00	15000	260315
4	GFS - 28	GF	19.92	Gamma -I	General	130680.00	15000	260315
5	GFS - 39	GF	19.92	Gamma -I	General	130680.00	15000	260315
6	GFS - 46	GF	19.92	Gamma -I	General	130680.00	15000	260315
7	ECO-3	GF	10.43	Ecotech - II (B.M.Market)	Sanitary, Electrical, Hardware etc	102110.00	15000	106501
8	ECO-29	GF	87.97	Ecotech - II (B.M.Market)	Sanitary, Electrical, Hardwareetc	106550.00	15000	937320
9	ECO - 30	GF	20.45	Ecotech - II (B.M.Market)	Sanitary, Electrical, Hardware etc	102110.00	15000	208815
10	ECO - 36	GF	19.77	Ecotech - II (B.M.Market)	Sanitary, Electrical, Hardware etc	88790.00	15000	175538
11	ECO - 44	GF	19.77	Ecotech - II (B.M.Market)	Sanitary, Electrical, Hardware etc	88790.00	15000	175538
12	ECO-46	GF	19.77	Ecotech - II (B.M.Market)	Sanitary, Electrical, Hardware etc	88790.00	15000	175538
13	ECO - 47	GF	19.76	Ecotech - II (B.M.Market)	Sanitary, Electrical, Hardware etc	88790.00	15000	175449
14	S - 3	GF	18.30	Toy City	General	112510.00	15000	205893
15	S-4	GF	41.95	Toy City	General	97830.00	15000	410397
16	S-5	GF	41.95	Toy City	General	97830.00	15000	410397
17	S - 7	GF	17.83	Toy City	General	97830.00	15000	174431
18	S - 11	GF	18.39	Toy City	General	97830.00	15000	179909
19	S - 12	GF	18.39	Toy City	General	97830.00	15000	179909
20	S - 14	GF	18.39	Toy City	General	117400.00	15000	215899
21	S - 15	GF	18.39	Toy City	General	117400.00	15000	215899
22	S - 16	GF	18.39	Toy City	General	97830.00	15000	179909
23	S-17	GF	18.39	Toy City	General	97830.00	15000	179909
24	4	GF	22.25	Tau (SwamNagri)	General	175230.00	15000	389887
25	11	GF	14.77	Tau (SwamNagri)	General	175230.00	15000	258815
26	22	GF	22.09	Tau (SwamNagri)	General	152380.00	15000	336607

SI NO	Shop No.	Floor	Area in sqm	Sector	Use	Proposed Reserve Price	Processing Fee (in Rs.)	Earnest Money (in Rs.)
27	25	GF	44.18	Tau (SwarnNagri)	General	175230.00	15000	774166
28	1	GF	23.78	Delta-I	Meat Shop	177880.00	15000	422999
29	8	GF	23.37	Delta-I	General	222340.00	15000	519609
30	10	GF	23.35	Delta-I	General	222340.00	15000	519164
31	11	GF	22.96	Delta-I	General	222340.00	15000	510493
32	12	GF	23.13	Delta-I	General	222340.00	15000	514272
33	14	GF	24.62	Delta-I	General	222340.00	15000	547401
34	15	GF	24.39	Delta-I	General	222340.00	15000	542287
35	16	GF	65.48	Delta-I	Departmental Store	222340.00	15000	1455882
36	17	GF	23.43	Delta-I	General	222340.00	15000	520943
37	18	GF	24.47	Delta-I	Dry Cleaner	177880.00	15000	435272
38	1	GF	23.12	Delta -II	General	170440.00	15000	394057
39	28	FF	19.98	Delta -II	General	107100.00	15000	213986
40	33	FF	20.70	Delta -II	General	107100.00	15000	221697
41	36	FF	22.99	Delta -II	General	107100.00	15000	246223
42	46	FF	16.52	Delta -II	General	107100.00	15000	176929
43	47	FF	14.06	Delta -II	General	93,130.00	15000	130941
44	52	FF	14.01	Delta -II	General	93,130.00	15000	130475
45	54	FF	51.55	Delta -II	General	111760.00	15000	576123
46	S 4	GF	31.00	Bus DepoKasna	General	99,220.00	15000	307582
47	S 8	GF	31.00	Bus DepoKasna	General	99,220.00	15000	307582

COSTING OF VACANT KIOSK AT DIFFRENTS SECTORS

SI NO	Kiosk No.	Floor	Area in sqm	Sector	Use	Price (in Rs.)	Processing Fee (in Rs.)	Earnest Money (in Rs.)
1	2	3	4	5	6	7	8	9
1	KK-4	GF	7.22	Ecotech-II (Village Kulesra)	Tea/Coffee & eatables	610310.00	15000.00	61031.00
2	KK-5	GF	9.38	Ecotech-II (Village Kulesra)	Tea/Coffee & eatables	792890.00	15000.00	79289.00
3	UKK-2	GF	10.33	Udyog Kendra	General	829950.00	15000.00	82995.00
4	TCK-2	GF	9.79	Ecotech (near loading/unloading plate form)	Tea/Coffee & eatables	842110.00	15000.00	84211.00
5	TCK-3	GF	7.36	Ecotech (near loading/unloading plate form)	Tea/Coffee & eatables	633080.00	15000.00	63308.00

SI NO	Kiosk No.	Floor	Area in sqm	Sector	Use	Price (in Rs.)	Processing Fee (in Rs.)	Earnest Money (in Rs.)
6	PICRK-1	GF	7.02	Pi-I & II (Chorosia Estate)	General	605810.00	15000.00	60581.00
7	PICRK-4	GF	7.02	Pi-I & II (Chorosia Estate)	General	605810.00	15000.00	60581.00
8	PICRK-6	GF	7.02	Pi-I & II (Chorosia Estate)	General	605810.00	15000.00	60581.00
9	PIALK-2	GF	9.38	Pi-I & II (Alistonia Estate)	General	809480.00	15000.00	80948.00
10	PIALK-3	GF	7.02	Pi-I & II (Alistonia Estate)	General	605810.00	15000.00	60581.00
11	CHIALK-1	GF	7.02	Phi-Chi (Alistonia Estate)	General	597080.00	15000.00	59708.00
12	CHIALK-2	GF	9.38	Phi-Chi (Alistonia Estate)	General	797810.00	15000.00	79781.00
13	CHIALK-3	GF	7.02	Phi-Chi (Alistonia Estate)	General	597080.00	15000.00	59708.00
14	CHIALK-4	GF	7.02	Phi-Chi (Alistonia Estate)	General	597080.00	15000.00	59708.00
15	CHIALK-5	GF	9.38	Phi-Chi (Alistonia Estate)	General	797810.00	15000.00	79781.00
16	CHICFK-1	GF	7.02	Phi-Chi (Cassia Fistula Estate)	General	597080.00	15000.00	59708.00
17	CHICFK-2	GF	9.38	Phi-Chi (Cassia Fistula Estate)	General	797810.00	15000.00	79781.00
18	CHICFK-3	GF	7.02	Phi-Chi (Cassia Fistula Estate)	General	597080.00	15000.00	59708.00
19	CHICFK-4	GF	7.02	Phi-Chi (Cassia Fistula Estate)	General	597080.00	15000.00	59708.00
20	CHICFK-5	GF	9.38	Phi-Chi (Cassia Fistula Estate)	General	797810.00	15000.00	79781.00
21	CHICFK-6	GF	7.02	Phi-Chi (Cassia Fistula Estate)	General	597080.00	15000.00	59708.00
22	CHILGK-3	GF	7.02	Phi-Chi (Lagerstromia Estate)	General	597080.00	15000.00	59708.00
23	CHIKCK-1	GF	7.02	Phi-Chi (Chkrasia Estate)	General	597080.00	15000.00	59708.00
24	CHIKCK-2	GF	9.38	Phi-Chi (Chkrasia Estate)	General	797810.00	15000.00	79781.00
25	CHIKCK-3	GF	7.02	Phi-Chi (Chkrasia Estate)	General	597080.00	15000.00	59708.00
26	PHITCK-1	GF	7.02	Phi-Chi (Techmoa Estate)	General	615300.00	15000.00	61530.00
27	PHITCK-2	GF	9.38	Phi-Chi (Techmoa Estate)	General	822150.00	15000.00	82215.00
28	PHITCK-3	GF	7.02	Phi-Chi (Techmoa Estate)	General	615300.00	15000.00	61530.00
29	PHEBK-1	GF	7.02	Phi-Chi (Ebony Estate)	General	615300.00	15000.00	61530.00
30	PHEBK-2	GF	9.38	Phi-Chi (Ebony Estate)	General	822150.00	15000.00	82215.00
31	PHEBK-3	GF	7.02	Phi-Chi (Ebony Estate)	General	615300.00	15000.00	61530.00
32	BK-1	GF	7.02	Sigma-I B Block	General	605810.00	15000.00	60581.00
33	BK-3	GF	7.02	Sigma-I B Block	General	605810.00	15000.00	60581.00
34	BK-4	GF	7.02	Sigma-I B Block	General	605810.00	15000.00	60581.00
35	CK-1	GF	7.02	Sigma-II C Block	General	605810.00	15000.00	60581.00
36	CK-2	GF	9.38	Sigma-II C Block	General	809480.00	15000.00	80948.00
37	CK-3	GF	7.02	Sigma-II C Block	General	605810.00	15000.00	60581.00
38	DK-1	GF	7.02	Sigma-II D Block	General	605810.00	15000.00	60581.00

SI NO	Kiosk No.	Floor	Area in sqm	Sector	Use	Price (in Rs.)	Processing Fee (in Rs.)	Earnest Money (in Rs.)
39	DK-2	GF	9.38	Sigma-II D Block	General	809480.00	15000.00	80948.00
40	DK-3	GF	7.02	Sigma-II D Block	General	605810.00	15000.00	60581.00
41	K-2	GF	9.38	Sector- 37 Block-A	General	826480.00	15000.00	82648.00
42	K-5	GF	9.38	Sector- 37 Block-C	General	826480.00	15000.00	82648.00
43	MUBKI-C	GF	7.02	Sector- MU-I Block-B	General	506080.00	15000.00	50608.00
44	MUCKI-A	GF	7.02	Sector- MU-I Block-C	General	506080.00	15000.00	50608.00
45	MUCKI-C	GF	7.02	Sector- MU-I Block-C	General	506080.00	15000.00	50608.00
46	OM2AKI-C	GF	7.02	Sector- Omicron-II, Block-A	General	677270.00	15000.00	67727.00
47	OM2BKI-A	GF	7.02	Sector- Omicron-II, Block-B	General	904950.00	15000.00	90495.00
48	OM2BKI-C	GF	7.02	Sector- Omicron-II, Block-B	General	904950.00	15000.00	90495.00
49	OM3AKI-A	GF	7.02	Sector- Omicron-3, Block-A	General	677270.00	15000.00	67727.00
50	OM3AKI-B	GF	9.38	Sector- Omicron-3, Block-A	General	904950.00	15000.00	90495.00
51	OM3AKI-C	GF	7.02	Sector- Omicron-3, Block-A	General	677270.00	15000.00	67727.00
52	OM3BKI-A	GF	7.02	Sector- Omicron-3, Block-B	General	677270.00	15000.00	67727.00
53	OM3BKI-B	GF	9.38	Sector- Omicron-3, Block-C	General	904950.00	15000.00	90495.00
54	OM3BKI-C	GF	7.02	Sector- Omicron-3, Block-C	General	677270.00	15000.00	67727.00

Processing fee will be non-refundable.

SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT OF Shops/Kisoks in Greater Noida

A-2. HOW TO APPLY

1. The prescribed Application form for allotment of Shops/Kisoks of above categories can be obtained from, (1) HDFC Bank, Sector Alpha-I Commercial Complex, Greater Noida (2) HDFC Bank, Sector-18, GNIDA and (3) Bank of baroda Sector Gamma -1 Greater Noida , Gnida against cash payment of Rs.1100/-.
2. The duly filled in application form must be submitted in any of the aforesaid bank branches alongwith non-refundable & non-adjustable Processing Fee of Rs.15000/- and Registration money (equivalent to 10% of total Proposed Reserve Price of the Shop/Koisk) which is either adjustable or refundable for which application is being submitted should be deposited in favour of Greater Noida Industrial Development Authority. Rs.1100/- as the cost of the form would also be deposited in addition to registration money and processing fee, in case application form is downloaded from website (www.greaterGnida.com). The registration amount and processing fee as stated above would be deposited through a bank draft payable at any scheduled bank of New Delhi / GNIDA / Greater GNIDA. (The registration amount may be ascertained in person from IT Department of the Greater Noida Industrial Development Authority.)
3. The application alongwith the requisite documents will be screened by a Screening Committee. The incomplete application / without requisite documents will not be recommended for interview of the applicant. However, the applicant whose application is submitted with complete information will have to appear for interview on prescribed date and time for examining the viability of the Project.
4. The allotment of Shops/Kisoks is subject to the recommendation of Shops/kiosks Allotment Committee / Screening Committee after interview of the applicant

A-3. PAYMENT PLAN

Allottee has to pay 30% of the total premium of the commercial shop/kiosk (after adjusting earnest money already paid) within one month from the date of allotment. Balance 70% shall be payable in Ten equal half yearly instalment with interest @ 12% 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 shops/kiosks.

B ELIGIBILITY

FOR SHOPS

1. Any person, trust, firm, company or registered co-operative society may submit form for one or more than one shop .
2. A separate application shall be required to be submitted for each shop.
3. Change in the name of intending form will be allowed under exceptional circumstances provided the promoter remains the same.
4. The form should be competent to submit the Applicant and enter into contract.

FOR KIOSKS

1. The villagers of Greater Noida whose land has been acquired by Greater Noida Industrial Development Authority.
2. The individuals in whose name the Greater Noida Industrial Development Authority has allotted/transferred residential plot/flat of not more than 120 sqm. and has executed lease deed of the said plot/flat.
3. A separate application shall be required to be submitted for each kiosk.
4. The form should be competent to submit the Application Form and enter into contract.

Note: The applicants for kiosk has to submit true certified copy of the eligibility condition:

1. In case of villagers category, proof of land acquired by GNIDA.
2. In case of allottees of residential plot/Flat of not more than 120 sqm. category, copy of lease deed of plot/Flat in the name of applicant.

C. HOW TO APPLY

The Application Form may apply for allotment of commercial shops / kiosks on prescribed application form available from the following Bank Branches in Greater Noida

- (1) **Bank of Baroda**, Sector Gamma-II, Greater Noida
- (2) **HDFC Bank Ltd.**, Alpha Commercial Belt, Alpha-I, Greater Noida
- (3) **HDFC Bank Ltd.**, Sector -18 Noida .

w.e.f. 05.01.2016 till on payment of Rs.1100/- (including trade tax) in cash.

D. RESTRICTION ON UTILITY:-

Use of special purpose shop/kiosk has been prescribed under Clause No. A-2.1, A-2.2, are binding on the allottee/ lessee for 8 years from the date of lease deed. The allottee shall use the allotted commercial shop/kiosk as shops/showrooms/ eating points 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, shall not be allowed in the complex. Allottee shall obtain all statutory clearances from the Authority concerned for functioning and lessor shall not be responsible for any consequences arising out of failure to do so.

E. EXECUTION OF LEASE DEED, POSSESSION AND FUNCTIONAL

E-1.1 LEASE DEED

The allottee shall be required to enter into legal documentation and take possession of the commercial shop / kiosk within 30 days from the date of issue of check-list for execution of lease deed. Check-list shall be issued after the confirmation of receipt of allotment money. The date of execution of lease deed shall be considered the date of possession in all respect.

Note:- If the allottee fails to execute lease deed as mentioned above, he/she/they shall be liable to pay penalty as follows:-

- a. 1% of total premium for first six months of delay.
- b. 2% of total premium for second six months of delay.
- c. 4% of total premium for third six months of delay.
- d. 8% of total premium for forth six months of delay.

F-1 FUNCTIONAL

The allottee / lessee shall have to obtain functional certificate from the Authority within six months from the due date of execution of lease deed.

GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF COMMERCIAL PROPERTIES IN VARIOUS SECTORS.

G. MODE OF PAYMENT

1. 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 up to a maximum of 3 months, subject to the condition that during the entire payment plan such extension shall not be more than three. In the event of extension, interest @15% per annum compoundable half yearly shall be payable on the defaulted amount for the defaulted period.
2. 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.
3. The payment made by allottee/ lessee shall first be adjusted towards the interest due, if any, and there after the balance shall be adjusted towards the installment due and the lease rent payable

NOTE:-

- For the purpose of this document the date of issue of allotment letter shall be reckoned as the date of allotment.
- For the purpose of this document the date of execution of lease deed shall be reckoned as the date of taking over of possession.

H. AREA

The area of the commercial shop/kiosk stated in the Special terms and conditions being approximate, the applicant whose Application form is accepted shall have to accept variation upto 10% either way in the area of the commercial shops / kiosks for which the applicant has been offered. The premium of the commercial shop/ kiosk will proportionately vary due to such variation.

I. AS IS WHERE IS BASIS

The commercial shop/kiosk will be accepted by the Applicant on "AS IS WHERE IS BASIS" on lease for a period of 90 years starting from the date of execution of lease deed.

J. FUNCTIONAL

The allottee/ lessee shall have to make the Commercial shop/ kiosk functional certificate within the period as stipulated herein.

Any two of the following documents would be required in proof of commercial shop/kiosk become functional:

1. Electric Meter Sealing Certificate and Electricity Consumption Bill.
2. Telephone Bill/Demand note payment certificate by Telephone agency.
3. Trade Tax Registration Certificate.
4. Shop and Establishment Registration Certificate.

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 Certificate/ Registration Certificate under shop Establishment Act, whichever is earlier, shall be considered the date of functional of a commercial establishment. An Affidavit duly notarized on a stamp paper of Rs. 10/- declaring the date of commercial establishment functional (in original) is also compulsory.

Without prejudice to the Authority's right of cancellation, the extension of time for the making shop/ kiosk functional, can be extended for a maximum period of another 1 and ½ years only with penalty as under:-

- For first six months the penalty shall be 4% of total premium.
- For second six months the penalty shall be 6% of total premium.
- For third six months the penalty shall be 8% of total premium.

Extension for more than 1 and ½ years as stated above shall not be permitted under any circumstances.

In case of failure to comply with the above mentioned condition, the allotment / lease shall be liable to be cancelled and the amount deposited till the date of cancellation shall be forfeited in favour of the Authority and the allottee/ lessee shall have no right to claim compensation thereof.

Applicants who do not have a firm commitment to make the allotted commercial establishment functional within the time limits prescribed above are advised not to avail the allotment.

K. LEASE RENT

In addition to the premium payable, annual lease rent shall be chargeable from the date of execution of lease deed @ 2.5% of the total premium of the commercial shop/kiosk. 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 of 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 .

Note : If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he can subsequently exercise his option to pay one time lease rent indicated above. For opting the one time payment of lease rent for the above case, allottee has to first clear all dues of lease rent as per the first option at that time then only allottee can opt for one time option afresh.

L. MORTGAGE

The allottee/ lessee may with the previous consent in writing of the lessor after execution of lease deed, mortgage the shop/ kiosk to any scheduled Bank/ Govt. Organization/ financial institution approved by the Reserve Bank of India for raising loan for the purpose of funding the shop/kiosk and the permission to mortgage would be subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged or charged property the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of the said shop/kiosk as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of market value of the said shop/kiosk shall be final and binding on all the parties concerned.

Provided further that lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid.

The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.

M. TRANSFER OF COMMERCIAL SHOP / KIOSK

(a) TO LEGAL HEIR

The transfer of commercial shop/kiosk 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.

(b) TO OTHER THAN LEGAL HEIRS

That the Lessee shall be entitled to sell, transfer, assign or otherwise part with possession of the commercial shop/kiosk thereon before making payment of the full premium of the commercial shop/kiosk but after execution of lease deed and making up-to-date payment to the Authority. 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 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. Transfer charge as prevailing rates so fixed by the Authority shall be payable.

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

N. COST OF STAMP DUTIES AND OTHER CHARGES

The cost and expenses regarding stamp duty, registration charges of sale deed or any other such document required in this behalf including all incidental expenses shall be borne by the applicant. The Applicant purchaser shall pay the duty of transfer of immovable property by State Govt., the Municipal Corporation or any other duty or charge that may be levied by any other authorities.

O. MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee / lessee shall not use the commercial shop/kiosk for any purpose other than for which the commercial shop/kiosk has been allotted. The reserve permissible activity may be changed to General Use after 8 years from the due date of execution of lease deed. The lessee / allottee shall not be entitled to divide the commercial shop/kiosk or amalgamate it with any other commercial shop/kiosk without the prior written permission of the Chief Executive Officer or any officer of Authority, authorised by C.E.O. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structures thereon, if any, shall be resumed by the Authority.

The allottee / lessee shall not have the rights of below / above floors. The lessors have the power to construct the above floors on the allotted / leased premises and allot / lease the same to anyone at any point of time.

P. LIABILITY TO PAY TAXES

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

Q. 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 shop/kiosk 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 shop 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.

R. 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. In case of surrender before the issue of allotment letter 50% of the earnest money shall be forfeited.
4. 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 shop/kiosk 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.

S. 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 none 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 shop/kiosk will be resumed by the Authority/ lessor with structure there on, 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/ earnest money shall be forfeited and balance shall be refunded without any interest.

T. MAINTENANCE

1. The allottee at his own expense shall take permission for sewerage, electricity, and water connections from the concerned departments of the Authority or from the competent authority in this regards.
2. That the lessee shall keep the demised premises and buildings at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the lessor, and the available facilities as well as the surroundings 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, Bye-laws, Directions and Guidelines 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 & 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 the expense incurred in carrying out such works will be borne by the allottee/s, collectively or in parts. The decision of the Authority will be final as regards to the expenses incurred in the maintenance work.
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.

U. OTHER CLAUSES:-

1. The Chief Executive Officer or any authorised officer reserves the right to make such additions/ alterations or modifications in the terms and conditions of allotment from time to time as he may consider just or/ and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer or the Authority 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 the allotted shop/kiosk, entire registration money or the deposits, depending on the stage of allotment will be refunded along with simple interest @ 4% per annum if delay in refund is more than one year from such date.
4. Any dispute between the authority/ lessor and allottee/ lessee shall be subject to the territorial jurisdiction or the Civil Courts of District GautamBudh Nagar or the Court designated by the High Court.
5. The registration/ allotment/ lease will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) and by the rules and / or regulations made or directions issued under this Act.
6. The shop/kiosk can be owned jointly by husband / wife.
7. All arrears due to the lessor are recoverable as arrears of land revenue.
8. That the lessor hereby covenant that the lessee shall enjoy quiet possession of the demised premises without disturbance by it or its successors in interest or any person claiming title paramount thereon.
9. Decision of the CEO, Greater Noida Industrial Development Authority will be final in every matter relating to the Form , allotment, sanction of the building plan, construction etc.
10. GautamBudh Nagar Courts will have exclusive jurisdiction for adjudication of any disputes.
11. If the allottee does not take possession of the shop/ kiosk within due date of possession then he/she shall pay Rs. 500/- per month as maintenance security charges.

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

169, Chitvan Estate, Sector-Gamma-II, Greater Noida City
Distt. -GaytamBudh Nagar (UP) PIN.201308

Application form for allotment of leasehold Commercial Shops/ Kiosks

Bank Code...

Form SL No. ..

To,

The Chief Executive Officer,

Greater Noida Industrial Development Authority

169, Chitvan Estate, Sector-Gamma-II,

Greater Noida City, Distt.Gautam Budh Nagar, (U.P.) - 201308

Sir/ Madam,

A. PARTICULARS OF APPLICANT

1. Name of applicant (In block Letters) ...
2. In case the applicant is a trust (Company, firm or registerd society), the name of authorized signatory) ...

1. Age. ..

2. Father's/ Husband's Name ...

3. Mailing Address...

Pin Code ... Phone Moble No.(if any)... ..Fax No...

E-mail...

B. PURTICULARS OF SHOPS/KIOSKS

Fill Shops/ Kiosks No., Floor, Sector and area as written in as per brochure

(1) Shop/ kiosks No..... (2) Floor ...

(2) Sector..... (4) Area.....Sqmtr...

C. DETAILS OF DEPOSIT

1. Details of Earnest Money (amount in figures) (In words)

Rs.....D.D. /P.O. No. Date...

Drawn On...

2. Details of Processing fees Non Refundable/Non Adjutable (amount in figures) Rs 15,000/.....(In words) Rs Fifteen

Thousand Only D.D. /P.O. No. Date Drawn On...

D. Enclosures

1. Special Power of attorney as indicated in guidelines overleaf(if applicable)
2. In case of applicant being a company/ trust/ firm/ Regd. Society, a copy of resolution in favour of authorized signatory, with company seal.
3. Project/ Proposal details Alongwith schedule of project implementation for which the application is being submitted. (To be signed by applicant and certified by C.A.)
4. Bachground of Promotors.
5. Three years I.T.R. with balance sheet. (To be signed by applicant and certified by C.A.) .

- 6. In case of applicant being a company/ trust/ firm/ Regd. Society, a copy of Certificate incorporation/ Registration, Memorandum & regulation of Society/ trust or partnership deed. (To be signed by applicant and certified by C.A.).
- 7. Affidavit of the applicant certified that all the statements made in application / annexures are true and correct

E. Refund Account Details (for the purpose of refund of registration money of unsuccessful applicant)

Name of Bank & Branch...

Bank Account No...

Address of applicant..

Phone No. Fax..... E. Mail: ...

F. We hereby submit our application form for allotment of Shops/Kiosks for define uses in the brochure Numbers as ... on the area of sq. Mtr. In which the activity will as per brochure.

Sr. No.	Shops/ Kiosks	Area	Uses

Date...

(Signature of applicant/ authorized signatory with seal)

Place ...