

GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOTS

B-1 AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation. If such variation is within 10% limits, 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.

B-2 UNSUCCESSFUL APPLICANTS

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

B-3 SURRENDER

The allottee can surrender the plot before cancellation to the lessor/CEO of the authority –

- (i) Upto 15 days from the date of issuance of Allotment Letter, no deductions shall be made.
- (ii) From 16 to 30 days from the date of issuance of Allotment Letter, 10% of registration money shall be deducted.
- (iii) Beyond 30 days but before execution of lease deed 10% of the total premium or the amount deposited upto the date of surrender, whichever is the less, shall be forfeited.
- (iv) No surrender shall be entertained after the execution of lease deed.

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

B-4 CHANGE IN CONSTITUTION

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

An application to GM (Industries) has to be made for a change in constitutions.

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

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

If it is observed that the change of ownership rights is made through a change in constitution before the unit has become functional, such a transfer will be considered void and the allotment will be cancelled. After making the unit functional, such a change in constitution may be permitted on depositing 5% of premium at the current rate proportionately.

Permission for the change of constitution will be granted by Additional CEO.

(A). PROPRIETORSHIP TO PARTNERSHIP

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

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

(B). CHANGE OF PARTNER IN PARTNERSHIP DEED

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

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

Copies of the Articles and Memorandum of Association, certificate of Incorporation, list of shareholders/ director duly certified by a CA, form 32 duly acknowledge by the R.O.C., and Board Resolution duly signed by the company president, are required to be submitted along with the request for a change by the current allottee.

B-5. CHANGE/ADDITION OF PRODUCT

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

B-6. DECLARING UNIT FUNCTIONAL

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

- a) Attested copies of PMT/SSI registration/Central Excise Department certificate (with date of commencement of production)/Trade Tax Exemption Order/Trade Tax Assessment Order.
- b) Affidavit of the building completion certificate stating that 50% of the total permitted covered area of the unit has been constructed, and fire and other NOCs have been obtained from the relevant competent authorities.
- c) Lease deed/transfer sale deed, whichever is applicable, has been executed.
- d) No dues certificate from the Authority.
- e) Besides the above, additional documents can also be presented: ESI registration certificate, PF registration, registration under the Factories Act/electricity consumer bill/telephone bills (to prove the unit is functional).
- f) If Authority declares the unit functional, then the date of functioning shall be the date mentioned in the document at serial No. 1 of para 16 as date of commencement of production, even if allottee/lessee submits its request at a later date.

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

B-7. EARLY-PRODUCTION INCENTIVE

For early commencement of production by the unit, an incentive at the rate of Rs. 50/- per sqm will be given on the following conditions:

- a) The unit has to start production within two years of the date of allotment.
- b) A minimum 50% of the permitted covered area of the allotted plot has to be constructed.
- c) The unit has to apply for production incentives within 6 months of the date of commencement of production.

Delayed applications will be liable for penalty as under:

For applications received with one month's delay:	Rs. 1/- per sqm.
For applications received with two months' delay:	Rs. 2/- per sqm.
For applications received with three months' delay:	Rs. 3/- per sqm.
Applications received after nine months will not entertained.	

The early-production incentive amount will be adjusted in the last due installment of the premium. In case full payment has already been made, the incentive amount will be paid by cheque.

B-8. MAINTENANCE

1. The allottee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent authority in this regard.
2. That the lessee will keep the demised premises and buildings

(i). At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.

(ii). And the available facilities as well as the surroundings be neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.

3. That the lessee shall abide by all Regulations, Building Bye laws and Directions of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial 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.

B-9 MORTGAGE

The allottee / lessee may, with the prior written consent of the lessor, mortgage the land/building to any Government recognised institution for raising loan for the purpose of funding the industrial unit, after execution of lease deed, and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

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

Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid. The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to

involuntary sale or transfer, be it by or through execution of decree of insolvency court.

B-10. TRANSFER OF PLOT

The allottee/lessee shall not be entitled to transfer the plot before or after the erection of the building, without prior written permission of the lessor. The permission may be given subject to the condition that (1) functional certificate has been issued (2) **the plot is transferred to a similar industrial unit or purpose** (3) on payment of transfer charges @ 10% of the prevailing rate of allotment at the time of granting permission and (4) Transfer of partial area of plot shall not be considered. The decision of the lessor shall be final and binding.

B-11. PROVISION FOR RENTING UNITS

Units can be rented on the following conditions exclusively:-

- a) The industrial unit has been declared functional and the building completion certificate has already been issued.
- b) The proposal for renting is for the whole unit.
- c) Parts of unit will not be allowed to be rented.
- d) Payments to the Authority are being made regularly
- e) Lease deed/transfer deed/sale deed, whichever is applicable, has been executed.
- f) If permission for mortgage has been given, a no objection certificate from the creditor institute will be necessary.
- g) A report of the product and project must be submitted.
- h) New projects should be pollution-free and there should not be any ban on the projects.
- i) For the first 10 years, the rent charged for the whole area of the land allotted will be decided by the Authority from time to time. The present rate is Rs 100/- per sq.mtr on the total area for 10 years.
- j) If any tenant vacates the area within 10 years, for the remaining period, the allottee will again have to obtain permission for renting for the remaining period.
- k) The permission shall be granted by the ACEO of the authority.

B-12. CLUSTER GROUP

- a) In view of present market conditions, allotments will be made for all kinds of products in Toy City.
- b) Only a woman or group of women can own units/plots in the Mahilla Udyami Park.
- c) Only similar products will be allowed in the area reserved for metal, wire, cable, furniture and garments.

B-13. INDUSTRIAL FACILITIES

The undernoted industrial facilities will be allowed in the industrial sector and will be allotted at one-and-a-half times the prevailing industrial rate of that area:-

- Warehousing
- Research and development centre

- Tool room
- Test lab
- Maintenance & Packing Machineries
- Weigh Bridge
- Cable TV network

B-14. 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.

B-15. 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.

B-16. OVERRIDING POWER OVER DORMANT PROPERTIES

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

B-17. CANCELLATION

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

1. Allotment being obtained through misrepresentations/suppression of material facts.
2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.

3. Default on the part of the applicant allottee / lessee for breach/violation of terms and conditions of registration allotment/lease and / or non deposit of reservation money/allotment money/installments.

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

B-18 RESTORATION

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

- a) The decision about the restoration of the plot will be taken by the Chief Executive Officer or any officer authorized by him within 3 years after the date of cancellation. After 3 years all the restoration matters will be put up before the Board of the Authority.
- b) The allottee will have to make upto date payments, dues, penalties & interest etc. as applicable.
- c) The allottee will have to pay the time extension charges as per the terms and conditions of the lease deed.
- d) The restoration charges will have to be paid @ 10% of the total premium of the plot at current rate calculated at the time of restoration.
- e) The allottee will have to submit the affidavit for the implementation of the project. The implementation period will be 1 year for plots upto 4000 sqm. and 2 years for plots above 4000 sqm.
- f) The allottee will have to submit Bank Guarantee in the form of Performance Guarantee of an amount equivalent to 10% of the total premium of the plot at current rate which will be of duration of 3 months more than the Project Implementation Schedule. If the allottee does not follow the Project Implementation Schedule then in that case the Bank Guarantee will be forfeited in favour of the Authority and the plot will be cancelled.
- g) The transfer of the unit will not be allowed before making it functional and Change in Constitution will be allowed in blood relation only.
- h) If the allottee has filed a case in the court of law against cancellation, then he will have to withdraw the case and will have to make the payments of the expenses done by the Authority in the case.
- i) If cancellation has been done because of the commercial activities then the restoration can be considered only after the site report for closure of the commercial activities and affidavit for not performing commercial activities thereafter.

B-19 AMALGAMATION

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

B-20 OTHER CLAUSES

- 1 The lessor reserves the right to make such decision/alterations/modification in the terms and conditions of registration / allotment / lease from time to time, as lessor may consider just or expedient.
- 2 In case of any clarification or interpretation regarding these terms and conditions the decision of the lessor shall be final and binding on the applicant allottee/lessee.
- 3 If due to any “force-majeure” or such circumstances beyond the Authority’s control, the Authority is unable to make allotment or the possession of allotted plot, entire registration money or the deposits, depending on stage of allotment will be refunded without interest.
- 4 The registration/allotment/lease will be governed by the provision of the U.P. Industrial Area Development Act 1976 (U.P. 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-leasee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court.

B-21 AVAILABILITY OF PLOTS FOR ALLOTMENT

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

FINANCIAL STATEMENT OF TURNOVER

S.No.	Description	2005 – 06 (as per audited balance sheet)	2006 – 07 (as per audited balance sheet)	2007-08 (as per unaudited balance sheet)
1.	Turnover of a) Sole Applicant b) Its holding company c) Its subsidiary companies			
	Total (a+b+c)			
2.	Turnover of a) Leader of Joint Venture / Consortium b) Relevant members of the Joint Venture / Consortium c) Holding Companies of Leader/Relevant members d) Subsidiaries of Leader/Relevant members			
	Total (a+b+c+d)			

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

Certificate of Statutory Auditors / Chartered Accountant

Based on the Audited balance sheet 2005-06 and 2006-07 and 2007-08 & other relevant documents, we, M/s _____,

_____, the
Statutory Auditors and/or Chartered Accountants for M/s

(individual, firm either proprietor or partnership, company either private or public ltd.)
having turnover Rupees _____ certify that the above information is correct.

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

FINANCIAL STATEMENT OF NET WORTH

S.No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2008 a) Sole Applicant b) Its holding company c) Its subsidiary companies		
	Total (a+b+c)		
2.	Net worth as on 31.3.2008 a) Leader of Joint Venture / Consortium b) Relevant members of the Joint Venture / Consortium c) Holding Companies of Leader/Relevant members d) Subsidiaries of Leader / Relevant members		
	Total (a+b+c+d)		

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

Certificate of Statutory Auditors / Chartered Accountant

Based on the balance sheet & other relevant documents, we, M/s _____, the Statutory Auditors and/or Chartered Accountants for M/s _____

(individual, firm either proprietor or partnership, company either private or public ltd.) having net worth Rupees _____ certify that the above information is correct.

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

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.**

FORMAT FOR AFFIDAVIT

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

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

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

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

FORMAT FOR MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE
/ CONSORTIUM

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

The Memorandum of Understanding (MoU) entered into this _____ day of _____ 200__ at _____.

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

And _____
(hereinafter referred as _____) and having office at _____
_____ **India party of second part**

And _____
(hereinafter referred as _____) and having office at _____
_____ **India party of third part**

And _____
(hereinafter referred as _____) and having office at _____
_____ **India party of fourth part**

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

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

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

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

1. That the Parties will form a Special Purpose Company (SPC) with the shareholding commitments expressly stated.
2. That M/s _____ who is the lead Member of the Joint Venture / Consortium, commits to hold a minimum equity stake equal to 26% of the aggregate shareholding of the Joint Venture / Consortium in the SPC at all times during the period of completion of project. Each Relevant Equity Member of Joint Venture / Consortium shall also maintain their respective shareholding of the aggregate share holding of the Joint Venture / Consortium in SPC at all times during

the period of completion of project and no change in shareholding structure of Joint Venture/Consortium may be permitted except with the permission of GNIDA.

3. That the shareholding commitments shall be recorded in the Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the **Documents** and the Agreement.
4. That the **Parties** shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Agreement.
5. That the **Parties** affirm that they shall implement the project in good faith and shall take all necessary steps to see the execution of the said development expeditiously.
6. That this MoU shall be governed in accordance with the laws of India and courts in India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

..... (Party of the first part) (Party of the second part) (Party of the third part) (Party of the fourth part)
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Witness

1. _____

2. _____

3. _____

4. _____

RATE LIST

<u>S.No.</u>	<u>Category</u>	<u>Land Rate (per sqm.)</u>
1.	INDUSTRIAL (Including R& D Centre)	
(i)	Upto 4000 Sqm.	Rs.5500/-
(ii)	Addl. to 4000 sqm. to 8000 sqm.	Rs.3600/-
(iii)	Addl. to 8000 sqm. to 20000 sqm.	Rs.2900/-
(iv)	Addl. to 20000 sqm. to 40000 sqm.	Rs.2400/-
(v)	Addl. to 40000 sqm. to 80000 sqm.	Rs.2100/-
(vi)	Above 80000 sqm.	Rs. 2050/-