

**SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOT**

**A-1. HOW TO APPLY**

1. The prescribed Application form for allotment of plots of above categories can be obtained from (i) Corporation Bank, Sector Gamma Commercial Complex, Greater Noida, (ii) Bank of Maharashtra, Alpha Commercial Belt, Greater Noida (iii) HDFC Bank, Alpha Commercial Belt, Greater Noida (iv) ABN Amro, Sector-18, NOIDA (v) Punjab National Bank, Sector-Alpha-II, Greater Noida against cash payment of Rs.1100/-.
2. The duly filled in application form must be submitted in any of the aforesaid bank branches alongwith proposal / project / details and other statutory documents. A non-refundable & non-adjustable Processing Fee of Rs.15000/- and Registration money (equivalent to 10% of total premium of the plot area) 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/- would also be deposited in addition to registration money and processing fee, in case application form is downloaded from website ([www.greaternoida.com](http://www.greaternoida.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 / Noida / Greater Noida. (The registration amount may be ascertained in person from Industrial 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 plot is subject to the recommendation of Plot Allotment Committee / Screening Committee after interview of the applicant.

**A-2. WHO CAN APPLY**

1. Any individual, Firm either proprietor or partnership, Company either Private or Public Limited can submit application form for one or more than one plot.
2. The applicant should be competent to contract.
3. A Separate application form shall be required to be submitted for each plot.

4. Incomplete application shall be summarily rejected.
5. Any change in the name of the intending applicant will not be allowed under any circumstances.
7. In case of applicant have formed a consortium:
  - (a) Members of the consortium will have to specify one “lead member”, who alone shall be authorized to correspond with the Greater Noida Industrial Development 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”.
  - (c) The members shall submit a notarised Memorandum of Understanding (MOU) (Annexure-5) conveying their intent to jointly apply for the allotment of industrial plot, and in case the plot is allotted to them, to form a ‘Special Purpose Company’, 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 Greater Noida Industrial Development Authority, but the status of the “lead member” shall remain unchanged in all circumstances till the completion of project.

### **A-3. PROCEDURE FOR ALLOTMENT**

Applications are screened by a committee designated/ constituted for this purpose. Projects which are prima facie cleared by this committee will be called for one-to-one interactions with the promoter before the designated committee. Successful applicants will be issued allotment letters after the approval of the Chief Executive Officer (CEO) of the Authority.

Unsuccessful applicants will be informed along with a refund of the registration amount deposited.

On the approval of the CEO, allotment letters will be issued within a month of such approval, by the General Manager/Manager (Industries) with the condition that the allottee will submit an under-taking at the time of execution of Lease Deed on non-judicial stamp paper of Rs.10/- as under-

- a) Unit product does not come under pollution category.
- b) NOC from U.P. Pollution Control Board & SSI Certificate from concerned department of U.P. Govt. will be submitted before obtaining the functional certificate from GNIDA.
- c) In case of violation of above directions, GNIDA will be free to take any decision.

#### **A-4. MODE OF PAYMENT AND PAYMENT PLAN**

1. The allottee will have to pay 10% of the total premium of the plot shall be deposited with application form as registration money. The Registration money of the unsuccessful applicants will be returned without interest after rejection of application. Successful applicant/ allottee has to pay additional 20% of the total premium within 60 days of issue of allotment letter as Allotment Money. There will no interest incident for this period. The allotment would stand cancelled in case of non-payment of the allotment money within the stipulated time. No time extension will be given for the deposit of the allotment money. However, under special circumstances, the Chief Executive Officer, or the officer authorized by him, can grant an extra period for payment of allotment money. In such cases, the allottee will have to pay interest @ 14% compounded half yearly for such extended period.
2. The balance 70% of the total premium shall be paid in 10 equal half yearly installments with interest @ 11% p.a. The first such installment with interest will become due on 30<sup>th</sup> June or 31<sup>st</sup> December, whichever comes first, after six months of the date of issue of the allotment letter.
3. The pre-payment in whole or part is allowed. No rebate shall be allowable in case of pre-payment. In case the allottee opts to pay the balance of the premium in a lumpsum, interest on the balance premium upto the date of deposit shall be chargeable.
4. Extension for depositing allotment money shall not ordinarily be allowed. In case of default, the allotment offer would be cancelled and the registration money will be forfeited. In exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or the Lessor or his/her authorized representative at his/her discretion.
5. All payments should be remitted by the due dates. In case the due date is a bank holiday then the allottee/lessee shall ensure remittance on the next

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

working day. In exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or the Lessor or his/her authorized representative at his/her discretion.

In case of default in deposit of any money (except lease rent) due to the Authority the allottee / lessee would be required to pay an additional interest 3% (total 14%) above to applicable interest rate p.a. on defaulted amount for defaulted period. This defaulted amount will be compounded half yearly and would be payable along with additional interest of 3% (total 14%) above to applicable interest rate.

In case of default, the Authority shall issue notice giving 15 days time to deposit/rectify the default. Not more than three such consecutive notices shall be issued. In the event of non-payment after three defaulter notices, cancellation process will be initiated.

6. All payments should be made through demand draft drawn in favour of 'Greater Noida Industrial Development Authority' and payable on any designated scheduled bank located in Delhi/ New Delhi /Noida /Greater Noida with intimation to the Authority.
7. 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.

NOTE: - For the purpose of this document the date of issue of allotment letter shall be reckoned as date of allotment.

#### **A-5. LEASE RENT**

In addition to the premium of plot, lease rent shall be chargeable from the date of execution of lease deed @ 2.5% of the total premium p.a and shall be payable annually in advance. In case of default in payment of lease rent, an defaulted interest rate 14% shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years.

The allottee shall have an option to pay a lumpsum amount equivalent to 11 times of the annual lease rent i.e.27.5% of total premium before the due date for execution of lease deed as a 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.

**A-6. LEASE DEED EXECUTION AND POSSESSION**

1. Execution of the lease deed is essential within 18 months of the date of allotment. An extension of 6 months can be granted on payment of a penalty equal to 3% of the total premium. Thereafter next 6 half yearly time extension with penalty of 4%, 5%, 6%, 7%, 8% & 9% of the total premium can be given in the exceptional circumstances by the Chief Executive Officer or any Officer authorised by him. In case the lease deed has not been executed even after the above extensions allotment of plot will be cancelled.
2. The above time extensions for execution of lease deed will not affect the stipulated time for the functionality of unit. The allottee will have to pay additional penalty for making unit functional in case of any such delay.
3. The date of execution of lease deed shall be deemed as the date of handing over possession of the plot.

**A-7. PERIOD OF LEASE**

The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of lease deed.

**A-8. COST OF STAMP DUTY**

The stamp duty, registration charges and all legal expenses involved in the execution and registration of lease deed as stated above and all other incidental expenses shall be borne by the allottee. The rate of stamp duty is applicable as per the notification issued by the State Government from time to time. The allottee/transferee shall also pay the duty on transfer of immovable property levied by the authority from time to time.

**A-9. LOCATION CHARGES**

The location charges shall be payable by the allottee/lessee @5% of the total premium before execution of the lease deed in lump sum, in case the allotted plot is located on 45 mtr. or above size roads, provided that the allotment is of size 15 acres or less than that.

**A-10. CONSTRUCTION**

The lessee/allottee shall construct the boundary wall as well as the building of the industrial unit only after getting proper sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant

Building Regulations as well as any specific directions that may be issued by the lessor.

#### **A-11. FUNCTIONAL**

It will be essential for the units to become functional within 36 months of the date of allotment.

If the unit has not become functional even after exerting every effort, the unit must submit a written request for extension of the period. The extension will be allowed on the following conditions:-

- a) One year's extension can be granted on the payment of a penalty equal to 4% of the total premium with the approval of the Manager (Industries).
- b) A second extension of a maximum of one year can be granted on justified grounds of delay and on payment of a penalty equal to 6% of the total premium with the approval of General Manager (Industries).
- c) In case the unit is not made functional even after two extensions, the unit has to apply for a third extension with adequate explanations of the grounds of delay. A further extension of a maximum of one year can be granted by the Additional CEO on the payment of a penalty equal to 8% if the special circumstances are found convincing.
- d) In case the unit is not made functional even after above three extensions, the unit has to apply for a fourth extension with adequate explanations of the grounds of delay. A further extension of a maximum of one year can be granted by the CEO on the payment of a penalty of 1% per month of the current rate if the special circumstances are found convincing.
- e) No extension will be granted after the above four stated extensions and the allotment will be cancelled.

#### Verification

I/We \_\_\_\_\_  
\_\_\_\_\_ have gone through the above terms and conditions and also the terms and conditions enumerated under heading "General terms and conditions" for allotment of Industrial plot and agrees to abide and hereby duly signed as a token of acceptance of the terms and conditions of the Industrial Plot Scheme.

I, the undersigned, do hereby certify that all the statements made in our Application, including various Annexures & Formats, are true and correct and nothing has been concealed.