

Tender Form No. ....

Special Terms & Conditions  
for Allotment of Plots for Milk  
and Vegetable Booths

Greater Noida Industrial Development Authority  
invites Sealed Offers in the prescribed application form  
for allotment of Plots for Milk and Vegetable Booths  
on 30 years of lease in Greater Noida.

Scheme Opens on : 01.01.2013

Scheme Closes on : 31.01.2013

Date of Submission of Tender : 31.01.2013

Time for submission of Tender : 1.00 p.m. to 3.00 p.m.

Time for opening of Tender : 4.00 p.m.

**SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT  
OF PLOTS FOR MILK AND VEGETABLE BOOTHS**

Greater Noida Industrial Development Authority invites sealed offers for plots for Milk and Vegetable Booths in an application form for allotment on 30 years of lease. The allottee shall have the right to sell milk, milk products and vegetables only on the said premises. The allottee shall have the right to construct on the allotted plot as per the rules and provisions mentioned herein after and on the terms & conditions imposed or communicated at the time of granting such permission.

**A-1 SCHEME DETAILS**

**A-1.1 SCHEME CODE: MVS-02/13**

**A-2.1 DETAILS OF PLOTS**

S. No.	Plot No. Allowed	Sector Allowed	Area of Plot (in sqm)	Reserve Price Per Sqm. (in Rs.)	Processing Fee Earnest Money (in Rs.) (Non Refundable)	Ground (in %)	FAR	
1.	MV-F-9A	Delta-III	200	9690.00	15000.00	193800.00	25%	50
2.	MV-9B	Beta-II	200	9690.00	15000.00	193800.00	25%	50
3.	MV-22A	P-2	200	9690.00	15000.00	193800.00	25%	50
4.	MV-21	Sector-37	190	9690.00	15000.00	184110.00	25%	50
5.	MV-20	Sector-37	150	9690.00	15000.00	145350.00	25%	50
6.	MV-01, Block-C	MU-1	250	9690.00	15000.00	242250.00	25%	50
7.	MV-02, Block-C	MU-1	250	9690.00	15000.00	242250.00	25%	50
8.	MV-01	Zeta-1	200	9690.00	15000.00	193800.00	25%	50
9.	MV-02A	Zeta-1	319	9690.00	15000.00	309111.00	25%	50
10.	MV-02B	Zeta-1	319	9690.00	15000.00	309111.00	25%	50

11.	MV-03	Zeta-1	200	9690.00	15000.00	193800.00	25%	50
12.	MV-01	Omicron-02	250	9690.00	15000.00	242250.00	25%	50
13.	MV-01	Sigma-04	200	9690.00	15000.00	193800.00	25%	50
14.	MV-01	Sigma-03	200	9690.00	15000.00	193800.00	25%	50
15.	MV-01	Eta-01	200	9690.00	15000.00	193800.00	25%	50
16.	MV-02	Eta-01	250	9690.00	15000.00	242250.00	25%	50
17.	MV-01	Sigma-01	200	9690.00	15000.00	193800.00	25%	50

#### A-3 ELIGIBILITY

1. Any firm, proprietor or partnership, private ltd. company or registered co-operative society, may submit tender for one or more than one plot.

2. In case of partnership firm, all the partners are required to sign the tender document. In case of Pvt. Ltd. Company, the Board resolution authorizing the applicant to sign on behalf of the company shall be attached with the tender form.

3. The tenderer should be competent to submit the tender and enter into contract.

4. A separate application shall be required to be submitted for each plot

#### A-4 WORK EXPERIENCE

1. List of minimum two projects in the field of milk and milk products and vegetables executed by the firm company or society. The applicant should enclose all the required certification for quality standards for health, hygiene and processing of the above two project, issued by the competent authority.

#### B PAYMENT PLAN

Allottee has to pay 30% of the total premium allottee of the plot for Milk and Vegetable Booths (after adjusting earnest money already paid) within one month from the date of allotment. Balance 70% shall be payable in Ten half-yearly installments with interest @ 15% p.a. calculated from the date of allotment The first such installment shall become due at the end of six months from the date of allotment.

## C HOW TO APPLY

The tenderer may apply for allotment of plots for Milk and Vegetable Booths on prescribed application form available from Bank of Baroda, Gamma Commercial Complex, Sector-Gamma-II, Greater Noida City w.e.f. 01.01.2013 till 31.01.2013 on payment of 1100/- in cash. The tenderer may submit duly filled in application along with work experience certificate & separate drafts of requisite processing fee & earnest money in the tender box available at Community Centre, Sector Delta-II, Greater Noida City, on 31.01.2013 between

1.00 P.M. to 3.00 P.M. which will be opened on the same day at 4.00 P.M. at Community Centre, Sector-Delta-II. The plot number and name of sector should be superscripted on the envelope before it is dropped in to tender box.

### NOTE:-

1. All amounts should be in Indian Rupees.
2. The earnest money and processing fee should be in the form of Bank Draft/ Pay Order in favour of 'Greater Noida Industrial Development Authority' payable at New Delhi Noida/ Greater Noida.

## D RESTRICTION ON UTILITY

The allottee shall use the allotted plot for milk and vegetable booth subject to the condition that the activities considered to be a public nuisance/ hazardous shall not be carried out. Any activity, which creates pollution of any type, shall not be allowed. 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 & COMPLETION

### i) LEASE DEED

The allottee shall be required to enter in to legal documentation and take possession of the plot for

milk and vegetable booth within the time stipulated as hereunder from the date of issue of allotment letter. In case of failure to do so, action shall be taken as per clause (N) of the general terms and conditions

of the Brochure. The Lease Deed will have to be executed within 30 days from the issuance of check

list.

ii) COMPLETION/FUNCTIONAL

The allottee shall construct on the allotted plot within two years from the due date of execution of lease deed. and has to obtain completion and functional certificates within 2½ years from the due date of execution of lease deed from the Authority, failing which his/her allotment / lease shall be liable for cancellation.

iii) ARCHITECTURAL CONTROL

The allottee shall have to construct the booth as per provisions of Building Regulation of the Authority.

F MODE OF PAYMENT

F-1.1 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 extensions shall not be more than three. In the event of extension, interest@ 18% per annum compoundable half yearly shall be payable on the defaulted amount for the defaulted period.

F-1.2 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 authorized to so.

F-1.3 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:-

1. For the purpose of this document the date of issue of allotment letter shall be reckoned as the date of allotment.

2. For the purpose of this document the date of execution of lease deed shall be reckoned as the date of taking over of possession.

G AREA

The area of the commercial plot stated in the Special terms and conditions being approximate, the tenderer whose tender is accepted shall have to accept variation up to 10% either way in the area of the

commercial plot for which the tender has been offered. The premium of the commercial plot will proportionately vary due to such variation.

#### H ACCEPTANCE OF TENDER

i) The Chief Executive Officer of the Authority may without assigning any reason, withdraw all or any one or more, of the plot from the offer/tender at any stage.

ii) The offers shall be for the amount of the premium offered for lease hold rights in the plot.

iii) The officer conducting the tender shall provisionally accept for consideration such offer/ tender as are complete in all respect. He shall thereafter submit a report with his recommendations for acceptance or rejection to the Chief Executive Officer.

iv) The Chief Executive Officer may accept or reject any offer including the highest after considering the recommendations of the concerned Officer, and his decision in this behalf shall be conclusive, final and shall not be questioned by any tenderer. The Chief Executive Officer shall not be bound to accept the recommendations of the officer concerned.

v) Incomplete tender shall be summary rejected

vi) The tender cannot withdraw offer/ tender once made.

#### I AS IS WHERE IS BASIS

The plot for milk and vegetable booths will be accepted by the tenderer on " As is where is basis "on lease for a period of 30years starting from the date of execution of lease deed.

#### J UNSUCCESSFUL TENDERS

Earnest money draft shall be returned in original to the unsuccessful tenderer after completion of tender process, which normally takes one-month time. The processing fee is non-refundable and non-adjustable.

#### K 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 hand 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 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.

#### L 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 plot 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 shall be forfeited and balance shall be refunded without any interest.

#### M 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 plot. 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 onetime 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.

#### N EXECUTION OF LEASE DEED AND POSSESSION

The allottee shall be required to enter into legal documentation and take possession of the commercial plot 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.

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 fourth six months of delay.

#### O DOCUMENTATION CHARGES

The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses shall be borne by the allottee who shall also pay the stamp duty of transfer of immovable property levied or any other duty or charge that may be levied by any Authority empowered in this behalf.

#### P MORTGAGE

The allottee/ lessee may, with the previous consent of the lessor, mortgage the plot and/or constructed space thereon after executing lease deed to any Government recognized institution for raising loan for the purpose of funding the institution 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 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 plot and built up space as first charge, having priority over the said plot and mortgage charge. The decision of the lessor in respect of the market value of the said built up space 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

#### Q FUNCTIONAL

1. The allottee/ lessee shall have to make the plots for milk and vegetable booths functional and also obtain completion certificate within the period as stipulated in the Special terms and conditions.

2. Milk and vegetable booths shall be treated as functional on production of Shop and Establishment

Registration Certificate.

3. Sanction & Completion of the building to be taken.

Without prejudice to the Authority's right of cancellation, the extension of time for the making plot 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.

## R TRANSFER OF PLOTS

### 1 TO LEGAL HEIR

The transfer of plot for milk and vegetable booths 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 authorized by CEO in this regard, subject to the fulfillment of prescribed conditions.

### 2 TO OTHER THAN LEGAL HEIRS

That the lessee shall not be entitled to sell ,transfer, assign or otherwise part with possession of the whole or any part of the plot thereon before making payment of the full premium of the plot to the Authority but after execution of lease deed and making upto due payment and making it functional. The Chief Executive Officer, Greater Noida or any authorized 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 condition as applicable to the allottee/ lessee. Transfer charges as per prevailing rates so fixed by 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 of penalties payable to the lessor.

## S MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee/ lessee shall not use the plot for any purpose other than for which the plot for milk and vegetable booths has been allotted. In case of violation of the above conditions, allotment/ lease deed shall be liable to be cancelled and possession of the premise along with structures thereon, if any, shall be resumed by the Authority.

## T 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 milk and vegetable booths, whether such charges are imposed on the milk and vegetable booths or on the building constructed thereon, from time to time.

## U 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 plots 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 here by reserved. The decision of the Chief Executive Officer on the amount of such compensation will be final and binding on the applicant.

## V 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 regard.

2. That the Lessee shall keep the demised premises :

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 neat and clean and in good health and safe condition to the convenience of the inhabitants of the place.

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.

3. 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 C.E.O. may consider just and/or expedient

4. 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 expenses 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.

5. That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.

6. 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.

W OTHER CLAUSES:-

1 The Chief Executive Officer or any authorized 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 plot, entire registration money or the deposits, depending on the stage of allotment will be refunded along with simple interest at the rate of 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 Distt. Gautam Budh Nagar or the Court's designated by the High Court.

5 The registration/allotment/lessee will be governed by the provisions of the U.P. Development Act, 1976(U.P.ActNo.6of1976) and by the rules and/or regulations made or directions issued under this Act.

6 All arrears due to the lessors are recoverable as arrears of land revenue.

7 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 thereto.



C. PARTICULARS OF TENDER (whichever is applicable).

Rate per sqm. offered for Plot No. mentioned above. Rs. ....  
Per Sq.Mtr.

D. DETAILS OF DEPOSIT

1. Details of Earnest Money (amount in figures) Rs.....

(in words) Rs.....

D.D./P.O. No. .... Dated.....

Drawn on.....

2. Details of Processing fee (Amount in figures) Rs. 15,000/- (in words) Rs. Fifteen Thousand only (non-refundable and non-adjustable.)

D.D./P.O. No. .... Dated.....

Drawn on.....

DECLARATION

I/We hereby declare that above information is true to the best of my/our knowledge and belief and nothing has been concealed and no part of it is false. I/We further declare that I/We have carefully read and understood the general as well as special terms and conditions of the tender PLOT FOR MILK AND VEGETABLE BOOTHS SCHEME (MVS-02/13) and do hereby undertake to abide by the same.

Signature of applicant/authorised signatory with seal

Name.....

Date ..... Place.....

Witnesses

1. ....

2. ....

Date : .....  
Tenderer)

(Signature of Applicant/

## GUIDELINES FOR FILLING THE APPLICATION FORM

1. Required work experienced certificate as mentioned in clause A4 of the brochure has to be compulsorily enclosed.
2. Those forms should be filled in English in block letters only. The signature may however, be in any language.
3. In item No. B of the application form fill up the vacant column with Plot No. and area as given in brochure at serial No. A-2.1
4. No over writing while writing the Plot No. or tendered/quoted price will be accepted and the application form will be considered as cancelled.

Example: If an applicant wishes to tender for Plot MV-F-9A of Delta-III area 200 Sq.mt. then he has to fill it as.

PLOT NO.

M V - F - 9 A

SECTOR- DELTA-III, AREA-2000 SQ. MTR.

5. Applicant has to fill the details of deposit i.e. demand draft/pay order in serial D.