

SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT OF INSTITUTIONAL PLOTS –

A-1. HOW TO APPLY

1. The prescribed Application form for allotment of plots of above categories can be obtained from (1) Bank of Baroda, Sector Gamma-II Commercial Complex, Greater Noida, (ii) HDFC Bank, Sector Alpha-I Commercial Complex, Greater Noida and (iii) HDFC Bank, Sector-18, 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.5000/- 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). 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 Institutional 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. ELIGIBILITY -

Sl.No.	Category	Who can apply
1.	1. Educational Hub 2. Vocational Training Hub	1. Any Educational Trust or Society registered under Indian Societies Act, 1860 2. Any registered company.
2.	University, Dental College, Training Centre, Management Institute, Degree College, Sr. Secondary School, Nursery School	Any Educational Trust or Society registered under Indian Societies Act, 1860
3.	1. Hospital 2. Other Institutions	An individual, registered firm, registered trust, registered society or any registered company.
4.	Office for Self Use	Any registered company.

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation
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1. For Office Plot for Self Use, the applicant company should have following financial eligibility –

Plot Size	Minimum Average Annual Turnover for last 3 FYs	Minimum Net Worth	Minimum Ratio of last FY's turnover to preceding FY's turnover	Other Condition
1.0 Acre	10.00 Crores	1.0 Crore	11:10	Should be a profit making company for last three financial years
2.5 Acres	25.00 Crores	2.5 Crores	11:10	
5.0 Acres	50.00 Crores	5.0 Crores	11:10	

2. The applicant should be competent to contract.
3. A separate application shall be required to be submitted for each institutional 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.
6. 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”. The
 - (c) The members shall submit a registered Memorandum of Understanding (MOU) (Annexure-5) conveying their intent to jointly apply for the allotment of institutional 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.

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A-3. MODE OF PAYMENT AND PAYMENT PLAN

1. 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. Balance 70% of the total premium shall be paid in 12 equal quarterly instalment or 12 half yearly instalments with interest @ 12% p.a. The first such installment will fall due on the date calculated from the 61st day from the date of allotment.
2. 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.
3. 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.
4. 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 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 15%) 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 15%) 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.

5. 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.
6. 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.

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A-4. 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-5. LEASE DEED EXECUTION AND POSSESSION

The allottee are required execute lease deed and take physical possession of the plot within 30 days from the date of issue of check-list/information to do so. In the event of failure to do so, the allotment would be liable for cancellation. In exceptional circumstances, CEO or its authorized officer can grant time extension maximum upto 12 months on payment of penalty equivalent to annual lease rent.

In any case, lease deed would be executed only after deposit of 30% of the total premium of the allotted plot.

A-6. 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-7. 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-8. LOCATION CHARGES

Location charges shall be payable by the allottee / lessee @ 5% of the total premium before execution of lease deed in lumpsum, in case the allotted plot is located on 45.00 mtr. or above size roads, provided that the allotment is of size 15 acres or less than that.

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A-9. IMPLEMENTATION OF PROJECT FOR EDUCATIONAL AND VOCATIONAL INSTITUTION (UNIVERSITY/DENTAL COLLEGE/ TRAINING CENTRE / VOCATIONAL AND MANAGEMENT INSTITUTE / MEDICAL COLLEGE / DEGREE COLLEGE / SENIOR SECONDARY / NURSERY SCHOOL), HOSPITAL AND OTHER INSTITUTIONS -

A. CONSTRUCTION –

1. The lessee/allottee shall construct the boundary wall as well as the building of the institution 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.

2. A. The allottee / lessee shall commence and complete the construction as per the following schedule.

<i>Sl.No.</i>	<i>Plot Area (in sq.m.)</i>	<i>Minimum covered area</i>	<i>Time for first phase completion</i>	<i>Maximum time allowed for completion</i>
<i>1.</i>	<i>Upto 4000</i>	<i>50%</i>	<i>Within 3 years from the date of allotment (DOA)</i>	<i>Within 5 yrs. From DOA or as per project report submitted at the time of allotment whichever is earlier.</i>
<i>2.</i>	<i>4000 – 10000</i>	<i>40%</i>	<i>Within 3 years from the DOA</i>	<i>Within 5 yrs. From DOA or as per project report submitted at the time of allotment whichever is earlier.</i>
<i>3.</i>	<i>10000 – 20000</i>	<i>35%</i>	<i>Within 3 years from the DOA</i>	<i>Within 5 yrs. From DOA or as per project report submitted at the time of allotment whichever is earlier.</i>
<i>4.</i>	<i>20000 – 40000</i>	<i>30%</i>	<i>Within 3 years from the DOA</i>	<i>Within 6 yrs. From DOA or as per project report submitted at the time of allotment whichever is earlier.</i>
<i>5.</i>	<i>40000 – 80000</i>	<i>30%</i>	<i>Within 3 years from the DOA</i>	<i>Within 7 yrs. From DOA or as per project report submitted at the time of allotment whichever is earlier.</i>
<i>6.</i>	<i>80000 – 200000</i>	<i>25%</i>	<i>Within 3 years from the DOA</i>	<i>Within 8 yrs. From DOA or as per project report submitted at the time of allotment whichever is earlier.</i>
<i>7.</i>	<i>200000 – 400000</i>	<i>20%</i>	<i>Within 3 years from the DOA</i>	<i>Within 9 yrs. From DOA or as per project report submitted at the time of allotment whichever is earlier.</i>
<i>10.</i>	<i>Above 400000</i>	<i>15%</i>	<i>Within 3 years from the DOA</i>	<i>Within 10 yrs. From DOA or as per project report submitted at the time of allotment whichever is earlier.</i>

DOA = Date of allotment

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- B. *Normally, no extension for completion would be granted. However, in exceptional circumstances, extension of 36 months may be granted by the Authority on payment of extension charges @ 0.5% per month of total premium of the plot or as decided from time to time by the Authority*
- C. *In case the applicant fails to commence the activity for which the land has been allotted, within the time period, or extended time period, decided for the purpose, the allotment/lease can be cancelled / determined. On such cancellation / determination, 20% of the premium will be forfeited, and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no claim compensation thereof. The balance amount deposited shall be refunded without any interest.*

B. FUNCTIONAL

It is essential to obtain functional certificate from the Authority within 6 months from the due date of issue of completion/occupancy certificate. The following documents are required to obtain functional certificate –

- 1. *Completion/Occupancy Certificate.*
- 2. *No dues certificate.*
- 3. *Proof of any government/semi government/Education Board/University declaring the Institute is functional.*
- 4. *CEO or its authorized officer, may ask any other document for satisfaction that Institute is functional.*
- 5. *In case of failure to obtain functional certificate, the allottee would be required to pay penalty @ 4% of the total premium per year (calculated on monthly pro-rata basis).*

A-10 IMPLEMENTATION OF PROJECT FOR EDUCATIONAL HUB

The successful applicant shall have to abide by the following conditions:

- a) *The Lessee shall ensure at least 5 (five) following educational activities in the allotted plot for educational hub-*
 - i. *Higher Secondary School*
 - ii. *Degree College in various subjects or specialized subjects*
 - iii. *Post graduate degree in all subjects*
 - iv. *Engineering College*
 - v. *Medical College*
 - vi. *Management Courses*
 - vii. *Hotel Management*
 - viii. *Hospital Management*
 - ix. *Under graduate courses in computers, business administration etc.*
 - x. *Architecture College*
 - xi. *Arts and Fine Arts*
 - xii. *Specialised Technical Degree Courses e.g. Fashion Design, Mass Communication, Interior Design, Journalism, Law, Library Science, Biotechnology etc.*

Note – Any other educational course except Vocational Training Courses.

- b) *Any two educational activities shall be operational within 5 years from the due date of execution of lease deed. However further extension in exceptional circumstances / cases can be granted on the satisfaction of Chief Executive Officer or authorized officer and on payment of extension charges as given below.*
 - I. *0.5% of the total premium of the plot for first year*
 - II. *1% of the total premium of the plot per year for succeeding years.*

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- c) *The entire scheme shall be operational within 10 years from the due date of execution of lease deed. However further extension in exceptional circumstances / cases can be granted on the satisfaction of Chief Executive Officer or authorized officer on payment of extension charges as decided by the Chief Executive Officer from time to time.*
- d) *A maximum of 15% of total built up space as permissible under Building Regulations of the Authority (as amended from time to time) can be utilized for the purpose of provision of housing for staff of the various institutes in the Educational Hub.*
- e) *A maximum of 35% of the total built up space permissible under Building Regulation of the Authority (as amended from time to time) may be used for provision of following defined support facilities:*
- I. Student's Accommodation/ Hostels*
 - II. Bank Extension Counters/ ATM
(Maximum of 50 Sqmt can be used for this purpose)*
 - III. Swimming Pool/ Health Club/ Recreational Club*
 - IV. Indoor Games Hall*
 - V. Shopping & Cafeteria/ Canteen
(Maximum of 2000 Sqmt which shall be exclusive of dinning facilities provided with students' accommodation)*
 - VI. Transit Hostels*
 - VII. Dispensary/ Health Centre*
 - VIII. Post Office*
 - IX. Religious Building*
 - X. Utilities*

A-11 IMPLEMENTATION OF PROJECT FOR VOCATIONAL HUB

The successful applicant shall have to abide by the following conditions:

- a) *The Lessee shall ensure at least 10 activities among the following vocational training activities in the allotted plot for Vocational hub:*

<i>General vocational Training courses</i>		<i>Training for industrial workers</i>
<i>Computer Training</i>	<i>Aviation and Hospitality Management</i>	<i>Advanced Tool & Die Making</i>
<i>Radio/T.V. Repairing Training</i>	<i>Business Management</i>	<i>Advanced Welding</i>
<i>Youth Leadership Training</i>	<i>Information Technology/ Computers</i>	<i>Advanced Ref. & Air Conditioning</i>
<i>Fashion Design and Merchandising</i>	<i>Dress Making</i>	<i>Electrical Maintenance</i>
<i>Textile Design and Printing</i>	<i>Embroidery and Needle Craft</i>	<i>Electronics Maintenance</i>
<i>Garment Manufacturing Technology</i>	<i>Preservation of Fruit and Vegetables</i>	<i>Heat Engines</i>
<i>Cosmetics design</i>	<i>Secretarial Practice</i>	<i>Hydraulics & Pneumatic</i>
<i>Jewellery Design and Manufacturing</i>	<i>Steno</i>	<i>Induction to Engineering Technology</i>

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<i>Commercial Art/ Graphic Design</i>	<i>Hair and Skin Care</i>	<i>Industrial Chemistry</i>
<i>Interior Design and Display</i>	<i>Instrument Mechanics</i>	<i>Machine Tool Maintenance</i>
<i>Home Science</i>	<i>Electronics</i>	<i>Material Testing/Inspection</i>
<i>Nursery and Primary Teachers Training</i>	<i>Computer Operator and Programming Assistant</i>	<i>Metrology & Inspection</i>
<i>Modern Office Management/ SP</i>	<i>Architectural Assistantship</i>	<i>Micro Computer/Industrial Controls</i>
<i>Beauty Culture and Hair Dressing</i>	<i>Desk Top Publishing Operator</i>	<i>Process Control Instrumentation</i>
<i>Wedding and event planning</i>	<i>Business Services</i>	<i>Production Technology</i>
<i>Marketing, Advertising and PR</i>	<i>Instructor Training Course</i>	<i>Tool Design</i>
<i>Journalism and Mass Media</i>	<i>Airhostess training</i>	
<i>Tourism and Ticketing</i>	<i>Sap training</i>	

- b) Any three activities stated above in (a) above must be in operation within 3 years from the due date of execution of lease deed. However further extension in exceptional circumstances / cases can be granted on the satisfaction of Chief Executive Officer or his authorized officer and on payment of extension charges as given below.
- a) 0.5% of the total premium of the plot for first year
 - b) 1% of the total premium of the plot per year for succeeding years.
- c) The entire scheme shall be operational within 7 years from the due date of execution of lease deed. However further extension in exceptional circumstances / cases can be granted on the satisfaction of Chief Executive Officer or authorized officer on payment of extension charges as decided by the Chief Executive Officer from time to time.
- d) A maximum of 15% of total built up spaces as permissible under Building Regulations of the Authority (as amended from time to time) can be utilized for the purpose of provision of housing for staff of the various institutes in the Educational Hub.
- e) A maximum of 35% of the total built up space permissible under Building Regulation of the Authority (as amended from time to time) may be used for provision of following defined support facilities:
- I. Student's Accommodation/ Hostels
 - II. Bank Extension Counters/ ATM
(Maximum of 50 Sqmt can be used for this purpose)
 - III. Swimming Pool/ Health Club/ Recreational Club
 - IV. Indoor Games Hall
 - V. Shopping & Cafeteria/ Canteen
(Maximum of 1000 Sqmt which shall be exclusive of dinning facilities provided with students' accommodation)

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- VI. *Transit Hostels for Parents*
- VII. *Dispensary/ Health Centre*
- VIII. *Post Office*
- IX. *Religious Building*
- X. *Utilities*
- XI. *Training Centre/ Workshops and Exhibition Space as may be required by specialized vocational training may be provided under provision of supporting facilities/ main building*

A-11 **IMPLEMENTATION OF PROJECT FOR OFFICE PLOT FOR SELF USE**

The successful applicant shall have to abide by the following conditions:

- a) *Start of operation and completion of 25% of the total built up space permissible under Building Byelaws of the Authority shall have to be achieved within 3 years from the due date of execution of lease deed. However further extension in exceptional circumstances / cases can be granted on the satisfaction of Chief Executive Officer or authorized officer and on payment of extension charges as given below.*
 - *0.5% of the total premium of the plot for first year*
 - *1% of the total premium of the plot per year for succeeding years.*
- b) *80% of the total built up space permissible under Building Regulation of the Authority (as amended from time to time) shall have to be constructed within 5 years from the due date of execution of lease deed.*
- c) *No sub lease shall be allowed till the completion of 10 years from date of allotment.*
- d) *A maximum of 25% of the total built up permissible under Building Regulation of the authority (as amended from time to time) may be used for provision of following defined support facilities:*
 - I. *Swimming Pool/ Health Club/ Recreational Club*
 - II. *Indoor Games Hall*
 - III. *Bank Extension Counters/ ATM*
(Maximum of 25 Sqmt can be used for this purpose)
 - IV. *Crèche/ Day Care Centre*
 - V. *Cafeteria/ Canteen/ Dinning Hall*
 - VI. *Auditorium/ Meeting Rooms/ Exhibition Space*
 - VII. *Transit Hostel*
(Maximum of 600 Sqmt in case of 1 Acres plot, 1500 Sqmt in case of 2.5 Acres plot and 3000 Sqmt in case of 5 Acres Plot can be used for this purpose. The permissible built up area shall be inclusive of circulation)
 - VIII. *Training Centre for staff*

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 Institutional plot and agrees to abide by the same and hereby duly signed as a token of acceptance of the terms and conditions of the Institutional Plot Scheme. I/We also certify that all the statement made in the application, Annexures and formats are true and correct and nothing has been concealed.

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GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF INSTITUTIONAL 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 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.

The balance if any shall be refunded without interest.

(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.

B-5 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-6 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 institution, 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, 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-7 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 institution 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.

Transfer / sub lease deed of office plot for self use are not allowed under any circumstances. However, in exceptional circumstances, CEO or its authorized officer can permit for transfer/sub lease-deed in favour of similar institutions.

B-8 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-9 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-10 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-11 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.

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-12 Restoration

In case of cancellation, restoration may be allowed in the following conditions, on the sole discretion of the CEO, or its authorized officer –

- Request for restoration be received within 90 days from the date of cancellation. However, this time period may be relaxed by the CEO in exceptional circumstances.
- Cancelled plot must be vacant / should not be allotted to any other institute.
- Restoration charges would be payable @ 1% of the total prevailing premium on the date of restoration.
- All outstanding dues are required to be deposited before restoration.
- Affidavit to remove the shortcoming for which the plot was cancelled would be required.
- Revised construction schedule is required to be submitted.
- No court case should be pending in any court of law. And if there is any court case pending, the institute has to submit an undertaking on Rs.10/- affidavit that after restoration he/they shall immediately withdraw the case.
- Restoration would only be provided once.

B-13 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-14 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-lessee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court.

B-15 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 unaudited balance sheet of 2007-08 & other relevant documents, we, M/s _____, the

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

_____ (name of the applicant company, its holding company and its subsidiary company/the leader/ relevant member of the consortium, holding company and subsidiary companies of leader/relevant member of consortium, /applicant society, trust or firm) 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 _____ (name of the applicant company, its holding company and its subsidiary company/the leader/ relevant member of the consortium, holding company and subsidiary companies of leader/relevant member of consortium, /applicant society, trust or firm) 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 Institutional 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 **Institutional 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 / GROUND COVERAGE / FAR / HEIGHT

S.No.	Category	Land Rate (per sqm.)	Max. Ground coverage	Max. FAR	Max. Height (in mtr.)
1.	Educational Hub/ Vocational Training Hub/ University/ Dental College/ Training Centre/ Management Institute/ Other Institutions Upto 4000 Sqm. Addition to 4000 sqm. to 8000 sqm. Addition to 8000 sqm. to 20000 sqm. Addition to 20000 sqm. to 40000 sqm. Addition to 40000 sqm to 80000 sqm. Addition to 80000 sqm.	Rs.6000/- Rs.3700/- Rs.3000/- Rs.2800/- Rs.2400/- Rs.2200/-	30	130	No limit
2.	Degree College	Rs.6000/-	30	130	No limit
3.	Sr. Secondary School	Rs.6000/-	30	130	No limit
4.	Nursery School	Rs.10500/-	40	85	15.0
5.	Hospital 1. above 4000 sqm to 10000 sqm 2. Addition to 10000 sqm.	Rs.7500/- Rs.6500/-	30	130	No limit
6.	Office Plot for Self Use Upto 4000 sq.m. Addition to 4000 sqm to 10000 sqm. Addition to 10000 sqm to 20000 sqm	Rs.10000/- Rs.8000/- Rs.7000/-	30	130	No limit