

**GENERAL TERMS AND CONDITIONS
FOR ALLOTMENT OF INDUSTRIAL PLOTS**

B-1 AREA

1. The area of allotted plot(s) may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation in size of plot. If such variation is less than or equal to 10%, no change in location or surrender shall be allowed. However, if such variation is more than 10%, the allottee shall have the option of surrendering the allotment and take back entire money deposited by him/her with 4% simple interest.
2. The plot will be accepted by the allottee on "as is where is basis" on lease for a period of 90 years unconditionally.

B-2 UNSUCCESSFUL APPLICANTS

The Registration money of the unsuccessful applicants will be refunded within three months without interest after draw of lots by the concerned bank.

B-3 SURRENDER

1. The allottee can surrender the industrial premises in favour of GNIDA before cancellation.
2. The request for surrender should contain signature of bonafide allottee/lessee. In case of incorporated company the request should be supported by the certified copy of the Resolution of Board of Directors.
3. The allottee has to execute surrender deed, if lease deed/transfer deed has been executed and all the original legal documents are to be surrendered unconditionally in Industries Deptt. of the Authority.
4. The entire deposit(s) made to the GNIDA, after deducting Rs. 20,000/-, would be refunded by GNIDA, without any interest, in case of non-possession of the Industrial premises and/or non-execution of legal documents. However in cases, where legal documents have been executed and/or possession of the Industrial premises has been taken over, then all the deposits made under revenue heads (excluding interest against the premium) would be forfeited along with the due lease rent till the date of dispossession of the Industrial premises and Rs. 20,000/- would also be deducted from the deposit against the premium.

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 by the officer authorized 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 10% of premium at the current rate proportionately.

Permission for the change of constitution will be granted by Additional CEO/Dy.CEO or any officer authorized by the 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 an application for 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). CHANGE 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 the Competent Authority.

B-6. DECLARING UNIT FUNCTIONAL

Industrial units will be declared functional after submitting the documents listed below. The authority is vested with the General Manager (Industries) for declaring a unit functional and will get completion certificate from the Planning Department within the stipulated time.

- 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) The date of commencement of production indicated in PMT SSI Registration Certificate/EM Part-II/ Central Excise Deptt. Certificate /Trade Tax Assessment Order would be deemed as date of production and extension charges, if applicable, would be payable only till this date irrespective of the date of submission of the documents and/or declaration of unit as functional by GNIDA.

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

- (1) The allottee/lessee shall not be entitled to transfer the plot without prior written permission of the lessor. The permission may be given in terms of the existing rules and laws at the time of submission of the application for transfer.

- (2) Allottee can transfer the allotted plot for industrial activities /production of the product permitted to set up in Greater Noida Industrial Development Area only and not for any other product/purposes.
- (3) If the allottee wants to transfer the plot for purposes other than the purposes mentioned in clause B-12 hereunder payment of one-and-a-half times (150%) of the prevailing industrial rate in that area shall be chargeable.
- (4) For transfer of industrial plot, transfer charges @ 10% of the prevailing rate of allotment at that time in that area, is chargeable for granting permission of transfer.
- (5) Transfer of partial area of plot shall not be considered.
- (6) The decision of the lessor w.r.t. transfer permission shall be final and binding on the applicant/allottee.

B-11. PROVISION FOR RENTING UNITS

No renting permission shall be given by the Greater Noida Authority in the allotted premises before the unit is formally declared functional by the Greater Noida Authority. Greater Noida Authority may consider such application as prevailing policy of the Greater Noida Authority on the date of receipt of such application.

B-12. INDUSTRIAL FACILITIES

The undernoted industrial facilities will be allowed in the industrial sector and will be allotted at one-and-a-half times (150%) of 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-13. MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee / lessee shall not, use the land for any purpose other than that for which it was 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 the CEO or any officer authorized to do so by the 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.

B-14. 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-15. 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-16. 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 of payment of two consecutive installments on the part of the applicant allottee / lessee or 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-17 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 an affidavit to the effect that he will implement the project within one year.
- 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 on the current rate for a duration of 3 months access to the Project Implementation Schedule. If the allottee does not follow the Project Implementation Schedule, the Bank Guarantee will be forfeited in favour of the Authority and the plot will be cancelled.
- g) Transfer of unit will not be allowed before making it functional; and Change in Constitution will be allowed in blood relations 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-18 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-19 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 with 4% simple interest if the delay is more than one year.
- 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 Hon'ble High Court at Allahabad.