



**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**  
**Plot No: 01, Knowledge Park IV, Greater Noida, Uttar Pradesh 201310**

***SCHEME FOR***  
***Data Center Parks***  
***IN GREATER NOIDA***  
**(SCHEME CODE: 0001/2023)**



IT/OPA/115864/2023/26-11/23-14:4



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## Data sheet

#	Head	Details
1.	Date of issue of the Scheme Brochure	As per Portal
2.	Date of closure of the scheme/last date of submission of application form	As per Portal
3.	Date of opening of Proposals/ Applications	As per Portal
4.	Issuance of Allotment Letter	To be communicated on a later date
5.	Contact person, designation and contact details (address and phone nos.) in the Authority office	<b>OSD (IT Dept.) / Manager (IT Dept.)</b> Greater Noida Industrial Development Authority Plot No: 01, Knowledge Park IV, Greater Noida Uttar Pradesh 201310 Email: <a href="mailto:authority@gnida.in">authority@gnida.in</a> Phone No: 0120 233-6030,31 Website: <a href="http://www.greaternoidaauthority.in">www.greaternoidaauthority.in</a>
6.	Allotment method for the scheme	<b>e-Auction</b>
7.	Availability of scheme brochure (GNIDA)	Can be downloaded from the Authority's website <a href="https://www.greaternoidaauthority.in/">https://www.greaternoidaauthority.in/</a> <a href="https://etender.sbi">https://etender.sbi</a>
8.	Processing Fee	An amount of INR 15,000/- (+18% GST Rs. 2700) towards application from fee will be remitted automatically along with registration amount and Processing Fee.
9.	Application Money/Registration Money/ Earnest Money Deposit	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. (Adjustable or Refundable)
10.	Allotment Money	<b>100 percent</b> of total Premium/cost (price discovered through e-auction) of the plot after adjusting Registration Money shall be deposited by the allottee within 90 days of the date of issuance of Allotment Letter without interest for payment <b>Option No. 1</b>  <b>40 percent</b> of total Premium/cost (price discovered through e-auction) of the plot after adjusting Registration Money shall be deposited by the allottee with 60 days of the date of issuance of Allotment Letter without interest for payment <b>Option No. 2</b>  In case, the due Allotment Money, as mentioned above, is not deposited within the stipulated time period, the allotment of the plot shall be cancelled, and money deposited as Registration Money shall be forfeited. <a href="https://it/OPA115864/2018/26">it/OPA115864/2018/26</a> 1/28/2023, 14:4



#	Head	Details
11.	Payment options	<p><b>Option 1:</b> 100% (including 10% Application Money/Registration Money) within 90 days from the date of issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot.</p> <p><b>Option 2:</b> 40% (including 10% Application Money/Registration Money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 60% of the total premium of the plot in 3 years in 6 equal instalments. Additionally, the allottee shall be required to submit a bank guarantee of balance 60% premium, which shall be released only after allottee has cleared all the dues against the premium and all other dues are up to date.</p> <p>The applicable interest rate for instalments shall be as per prevailing interest rates of GNIDA (9% p.a. as of 1st of July 2022). This rate will change as per interest rate revision by GNIDA.</p> <p>Note: The possession of plot shall only be offered when the Allottee has deposited minimum 40% amount of total premium of plot and executed lease deed.</p>
12.	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.
13.	Location charges	As per Clause No. 3.5, Metro Charges wherever applicable
14.	Permissible activity	Permissible activities shall be as per Clause No. 2.2. & Clause 5.2 Schedule II
15.	Norms of development	<ol style="list-style-type: none"> <li>1. Norms related to permissible FAR, Ground Coverage, setbacks and permissible height shall be as per Building Bylaws of the GNIDA and the <b>UP Data Center Policy</b> at the last date of Proposal Submission.</li> <li>2. Other norms for development/construction shall be as per the applicable Building Regulations of GNIDA at the last date of Proposal Submission.</li> <li>3. In case of discrepancy between Building Bylaws/Regulations and development norms as mentioned in this Scheme document, then Building Bylaws/Regulations at the last date of Proposal Submission of GNIDA shall prevail.</li> </ol>
16.	Rate of Allotment/ Reserve Price	As per prevailing Sector Wise Rate List on the last date of Proposal Submission. (Office Order _____)
17.	Rate of annual Lease Rent	2.5% of the total premium of the plot to be increased by 50% every ten years.
18.	Construction Period	Time limit for obtaining Completion Certificate for First Phase of the project (from the date of execution of Lease Deed): <b>3 Years</b> (means construction of minimum permissible FAR as per minimum FAR for applying completion as defined in Building Bylaws on last date of Proposal Submission)

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#	Head	Details
		Time limit for obtaining Completion Certificate for Second/Final Phase of the project <i>(from the date of execution of Lease Deed)</i> : <b>5 Years</b> <i>(Second/ Final Phase shall mean construction of at least 90% of permissible FAR or Sanctioned FAR, whichever is more)</i> Normally, no extension for completion would be granted; However, in exceptional circumstances, extension may be granted by the Authority as per the prevailing policy of GNIDA at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges.
19.	Amalgamation or Sub-division	No amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.
20.	Consortium	Not Allowed





## 1 Section I: Instructions to the Applicants

This scheme shall specifically cater to the development of Data Centres

### Data Center Park

A Minimum 40 MW Data Center capacity for locating Data Centre Unit(s) shall be considered under the definition of Data Center Park.

### Data Center Unit

A Data Center Unit (> 2MW and <40 MW capacity) is a dedicated secure space within a building / centralized location where computing and networking equipment is concentrated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data. Captive Data Centres shall not be considered under the UP-Data Center Policy.

### Data Center Park Developer

Data Centre Park Developer is an entity who would be responsible to build the facility of DC park covering land, park area (Water, Sewage, Road, Parking, Green Area, etc.), provision of DC essentials setup / equipment (i.e. Electricity, Network / Fibre connectivity, Mechanical Electrical and Plumbing equipment (MEP), etc.).

### Edge Data Center

Edge Data Center are Data Center with minimum 50KW and maximum 2MW capacity and established at edge locations close to the people, equipment/machines and processes that generate data and utilize data for better user experience by minimizing latency time and minimizing bandwidth requirement to save cost.

### Incentives for DC Park and DC Unit

Financial and Non Financial Incentives/ Benefits will be passed on to the allottee as per U.P.Data center policy- 2021 & Its (first amendment-2022).



### 1.1 Definitions

The key definitions for the purpose of this scheme document are as follows:

- i) "Authority" means the Greater Noida Industrial Development Authority
- ii) "Authorised Bank" implies the bank that has been identified by the Authority
- iii) "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
- iv) "Allotment money" is the amount as prescribed in the scheme brochure and is expected to be deposited by the Allottee within the given time period
- v) "Allottee" is the person whose allotment letter has been issued by the competent officer
- vi) "Screening committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment under the advertised scheme.
- vii) "Allotment committee" is a committee constituted at the Authority for selection of Applicant(s) for allotment under the advertised scheme.
- viii) "Applicant" is the person/entity who has submitted application with requisite documents in response to this scheme.
- ix) "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
- x) "Day" means calendar day
- xi) "Government" means the Government of Uttar Pradesh
- xii) "Net worth" from Financial Statement, where Net worth shall be calculated as below:
  - a. In case of a **Company**: Net Worth is the Paid-up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company)
  - b. In case of a **Partnership firm/ LLP Firm**: Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets, if any.
  - c. In case of an **Individual**: Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax returns with all its enclosures as submitted to Income Tax Authority, should be submitted.
  - d. In case of a **New Company**: Net Worth of Promoters/Shareholders
- xiii) "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
- xiv) "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.





- xv) "Lessee" is the person/entity who holds the lease of a property or tenant
- xvi) "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is GNDA.
- xvii) "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
- xviii) "Sub-Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property.
- xix) "Total Premium of the plot" is the total amount payable to the Authority calculated as the quoted bid price per sqm multiplied by the total area of the plot in case of plots being offered on bidding. However, apart from Bidding, "Total Premium of the plot" shall mean the Reserve Price per sqm multiplied by the total area of the plot GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium)
- xx) "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xxi) "P.T.M." Permission to Mortgage.
- xxii) "First Phase of Project" means construction of minimum permissible FAR as per minimum FAR for applying completion as defined in Building Bylaws on last date of Proposal Submission.
- xxiii) "Second/Final Phase of Project" means construction of minimum 90% of permissible FAR or Sanctioned FAR, whichever is higher/more.

## 1.2 Eligibility Criteria

1.2.1 Any Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public limited company, New Formed Company can submit Application for one or more than one plot. The firms and the companies should be registered in India.

1.2.2 The Applicant should be competent to contract.

1.2.3 Minimum acceptable investment for the project shall be calculated as **Rs.7.00 crores** per acre (excluding land cost). As a proof of investment, the lessee shall submit the Certificate of Chartered Accountant and Approved Valuer of the same to the lessor on yearly basis excluding land cost.

1.2.4 Minimum financial Eligibility Criteria for the applicant is as follows:

#	Parameters	Amount in INR Per Acre
I	<b>Minimum Net Worth</b> as on 31.3.2022 duly certified by the Applicant's statutory auditors/ Chartered Accountant. Note: In case of New Companies, the Net Worth of Promoters/Shareholders shall be evaluated.	INR 2 Crore
II	<b>Minimum Solvency</b> as per Certificate not more than 6 months old from the date of application, from a Nationalized/Scheduled Bank.	INR 20 Lakhs

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#	Parameters	Amount in INR Per Acre
III	<b>Minimum Total Cumulative Turnover</b> for the any last 3 financial years duly audited by the Applicant's Statutory Auditors / Chartered Accountant i.e. 2018-19, 2019-20, 2020-21 and 2021-22 as per the last published balance sheets. Note: In case of New Companies, there will be exemption from achieving minimum turnover if from Audited Balance Sheets for Group Companies of the Promoters it can be established that Promoters have good reputation of setting similar projects earlier.	INR 4 Crore
IV	<b>Minimum Acceptable Investment</b>	INR 7 Crore

Note: Bidder(s)/Applicant(s)/Consortium partners which are part of the defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission are not eligible to participate and their Bids shall be automatically disqualified.

In case of New Companies, it is understood that there will not be any Published Audited Balance Sheets available to achieve minimum turnover requirement. Hence, in this case, the Screening Committee shall evaluate the reputation of the promoters by studying the financial health of all other Group Companies by the same Promoters. It is the responsibility of the New Company (Applicant) to include all applicable proofs in their respective Project Report to prove their intentions and background expertise to develop the Project on time.

### 1.3 How to Apply

1.3.1 Portal for e-auction <https://etender.sbi> can also be accessed through a link at GNIDA website [www.greaternoidaauthority.in](http://www.greaternoidaauthority.in)

1.3.2 Interested parties will need to register and obtain user ID and password on the e-auction portal and thereafter deposit non-refundable and non-adjustable E-Brochure Document Fee and Processing Fee as mentioned in the Data Sheet separately against each property for participation in the e-auction through online payment on or before date/time as mentioned in the Data Sheet and GNIDA will not be responsible for any payment after that and Bid will not be considered.

1.3.3 It will be the sole responsibility of the bidder/participant to obtain a compatible computer terminal with internet connection to enable him/her to participate in e-bidding process any reasons thereof. Ensuring internet connectivity at the bidder's end shall be the sole responsibility of the Bidder/Applicant. Any request/complaint regarding the connectivity of internet at the Bidder's/Applicant's end will not be entertained in any form and shall not be basis of cancellation of the bidding process.

1.3.4 Group of plots/sites having the same size and same earnest money, are likely to be put up for e-auction on a single day. Bidder/Applicant is required submit separate application and deposit a separate EMD for each advertised property.

1.3.5 The Authority may without assigning any reason withdraw any or all the sites from the e-auction at any stage and is not bound to accept the highest bid or all bids even if they are above the reserve price.





- 1.3.6 Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
- 1.3.7 Bidding will not be permissible below the reserve price/allotment rate of the plot.
- 1.3.8 The bid submitted shall be with an incremental value of 1(one) percent of the Reserve Price of the plot rounded to closest figure in thousands.
- 1.3.9 If the bidding continues till the last 5 minutes of the scheduled/extended closing time of auction, in such case, the bidding time shall be automatically extended for further 15 minutes from the last Bid.
- 1.3.10 Post registration, Bidder/Applicant shall proceed for login by using his ID and password. Bidder shall proceed to select the plot he is interested in. the e-bidder would have following options to make payment towards e-brochure fees, processing fees and EMD through valid:
  - A. Net Banking : For document download fee, processing fee and EMD
  - B. NEFT : For document download fee, processing fee and EMD
  - C. RTGS : For EMD
- 1.3.11 Incomplete bid documents will not be considered.
- 1.3.12 The Bidder/Applicant cannot withdraw the offer/ bid once made.
- 1.3.13 Customer Care for technical support on registration, deposit of fees, e-auction etc.  
Phone: 079 68136880/881/837/842 or 022-22811110  
Email: etender.support@sbi.co.in
- 1.3.14 For further inquiries contact: Office of the Desk IT/ITES Department, Plot No. 1, KP IV, Greater Noida, Uttar Pradesh 201301 between 10.00 AM to 02.00 PM.
- 1.3.15 The GNIDA may, without assigning any reason, add one or more plots in the scheme and/or withdraw any one or all the plots from the scheme at any stage.
- 1.3.16 The GNIDA may accept or reject any offer, including the highest bid or cancel the scheme, and its decision in this behalf shall be final and binding on the Bidders/Applicants.
- 1.3.17 There will be no correspondence on issues/grounds raised in Disqualified Bids.

#### 1.4 Language and currency

- 1.4.1 The document and all related correspondence for this scheme shall be in English language. The currency for the purpose of this scheme shall be Indian National Rupee (INR).





## 1.5 Applicant's responsibility

- 1.5.1 It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:
- i) The eligibility criteria and other information/requirements, as set forth in the Brochure
  - ii) All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.
- 1.5.2 GNIDA shall not be liable for any mistake or error or neglect by the Applicant.
- 1.5.3 The plot(s) are being allotted on 'As it is where it is basis'. It is the responsibility of Applicant do all due diligence about the location and situation of plot including personal visit to the plot(s). GNIDA will not be responsible in any manner on this account.

## 1.6 Documents required with Application

- 1.6.1 Following documents duly signed by the applicant and certified by Chartered Accountant on each page, should be enclosed with the application form:

### A. In case of Company (Private & Public):

- i) Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
- ii) Application Form as per Form No. 4.1
- iii) Certified true copy of Memorandum & Articles of Association
- iv) List of Directors certified by a Chartered Accountant as on date of submission of Application
- v) List of Shareholders certified by the statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporates and the public as on date of submission of Application
- vi) Board resolution authorizing the applicant (Authorized Signatory – company secretary or M.D. of the company) to sign on behalf of the company for making this application.
- vii) Net Worth Statement certified by the statutory auditors/Chartered Account of the Company as per Form 4.3
- viii) Audited annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Form No. 4.2.
- ix) Solvency Certificate not more than 6 months old (from the date of application) from a nationalized/ scheduled bank in accordance with Form No. 4.4.
- x) Project Report with Form No. 4.6



- xi) Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.7

**B. In case of Partnership/ Limited Liability Partnership (LLP) Firm:**

- i) Attested copy of the Partnership Deed in case of Partnership firm
- ii) Attested Copy of the certificate issued by Registrar of Firm.
- iii) Application Form as per Form No. 4.1
- iv) Board resolution authorizing the applicant to sign on behalf of the Partnership/ Limited Liability Partnership (LLP) for making this application.
- v) Net Worth Statement certified by the statutory auditors/Chartered Account of the Partnership firm as per Form 4.3
- vi) Audited annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Form No. 4.2.
- vii) Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Form No. 4.4
- viii) Project Report with Form No. 4.6
- ix) Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.7

**C. In case of Proprietorship:**

- i) Application Form as per Form No. 4.1
- ii) Net Worth Statement certified by the statutory auditors/ Chartered Account of the Proprietorship concern as per Form 4.3
- iii) Audited annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Form No. 4.2.
- iv) Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Form No. 4.4.
- v) Project Report with Form No. 4.6
- vi) Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.7

Apart from the above list (not exhaustive) relevant documents mentioned in any other part of this document also needs to be submitted.



## 1.7 Extension of time limit for deposit of Allotment money

- 1.7.1 No extension regarding time period will be allowed for the deposit of Allotment Money. In case of default in payment, the allotment letter will be cancelled, and the Registration Money will be forfeited by the Authority.

## 1.8 Allotment Process

- 1.8.1 Screening Committee: The Technical offers shall be scrutinized by a designated Screening Committee. The final decision of the Authority in this regard shall be final. The "Authority" shall have the right to accept or reject any offer without any reason.
- 1.8.2 Scrutiny of applications: The application along with the requisite documents will be scrutinized by the Screening Committee. If the applications are found to be incomplete/ information is incorrect, the authority may reject the application or may seek clarification if deemed necessary.
- 1.8.3 In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 1.8.4 In case there are more than 3 applicants for a specific IT Park plot, then there will be e-auction between all applicants on the date as mentioned on the Portal. Details instructions/process for e-auction via SBI Portal (<https://etender.sbi>) is elaborated in *Clause no. 1.3 - How to Apply*.
- 1.8.5 In the e-auction process, in case there are less than three, including zero eligible bidders participating in the first instance (which shall be of 21 days) against a plot(s), then last date of submission of application shall be extended by 07 days for that particular plot(s). It shall be extended further for a time period of 07 days, if the number of bidders against that particular plot(s) is less than 3. However, the plot shall be allotted to the highest bidder, even if there are less than three bidders in the e-auction after 2 extensions of 07 days each. Less than 3 applications received in first / second time in above process, shall be rolled over and carried to the next phase automatically. Hence, they need not reapply.
- 1.8.6 After the e-auction, the Allotment Committee shall recommend the allotment of IT Park Plot.
- 1.8.7 Issue of allotment cum allocation letter: The Allottee shall be informed about the allotment via an allotment cum allocation letter with specific plot number. The Allotment Letter shall be issued within 30 days from the date of approval of allotment.
- 1.8.8 Applicant has to deposit Allotment Money as mentioned in Data Sheet.





- 1.8.9 In case the due Allotment Money as mentioned above is not deposited within the stipulated/extended period, the allotment of plot shall be cancelled without giving any opportunity in this regard and Registration Money deposited shall be forfeited.
- 1.8.10 In case of Mega and beyond Projects and on written instructions by Government of Uttar Pradesh/Invest UP, Direct Allotment may be done by the GNIDA (Allotment/Screening Committee) in respect of any vacant plot already uploaded on website/GIS platform.
- 1.8.11 List of available plots for allotment are displayed on the Website of the Authority. Number of plots may increase or decrease depending on the availability of land at the time of allotment. CEO reserves the right to withdraw any plot for the allotment process at any time, without assigning any reason.

## 1.9 Payment schedule

- 1.9.1 **Option 1:** 100% (including 10% Application Money/Registration Money) within 90 days from the date of issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot. The 90 days will include the date of issue of Allotment letter.
- 1.9.2 **Option 2:** 40% (including 10% Application Money/Registration Money) within 60 days from the date of issue of Allotment Letter and balance amount i.e. 60% of the total premium of the plot in 3 years in 6 equal instalments. Additionally, the allottee shall be required to submit a bank guarantee of balance 60% premium, which shall be released only after allottee has cleared all the dues against the premium and all other dues are up to date.

The 60% amount shall carry interest @ State Bank of India MCLR + 1% (which shall be rounded off to upper side up to 0.5%) applicable on 1st July and 1st January of each year. In case of default on instalments / lease rent 3% extra on (MCLR + 1%) shall be applicable.

### 1.9.3 Other conditions:

- i. Payments can be made with online through Authority's website @ [www.greaternoidaauthority.com](http://www.greaternoidaauthority.com). Authority is in the process and may soon implement end-to-end ERP system for all processes. Hence, in future only online payments will be accepted. The Allottee will have to abide by all such decisions of the GNIDA.
- ii. 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 will be borne by the allottee. The rate of stamp duty applicable shall be as per the notification issued by the State Government from time to time. The allottee / transferee shall also pay the transfer charges as per the prevailing policy of lessor / GNIDA from time to time.

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- iii. The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
- iv. After depositing the installment/dues with the designated scheduled bank/payment gateway/online system, the Allottee shall intimate the same to GNIDA through a written intimation along with the details of amount deposited or through an email.
- v. The payment made by the Allottee/Lessee will be adjusted in following order- Firstly towards the penal interest; secondly towards interest due; thirdly towards the Lease Rent payable; then towards premium due.
- vi. The Allottee/Lessee shall not claim/entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and Allottee/Lessee shall have to pay due installment along with interest on due date.
- vii. In case of allotment of additional land, the payment of the premium of the additional land shall be payable in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of GNIDA on the rate as applicable on the date of allotment of additional land. The rate calculated by GNIDA will be final and binding on the Allottee.
- viii. In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government or by way of any settlement, the Allottee/Lessee shall be bound to pay such additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.
- ix. Applicable interest rate shall be as per Office Order, Reference No. 43476/GN/office order/ 2021-22 dated 09/07/2021. This rate will change as per interest rate revision by GNIDA from time to time.

### 1.10 Allotment Process

- 1.10.1 Screening Committee: The Technical offers shall be scrutinized by a designated Screening Committee. The final decision of the Authority in this regard shall be final. The "Authority" shall have the right to accept or reject any offer without any reason.
- 1.10.2 Scrutiny of applications: The application along with the requisite documents will be scrutinized by the Screening Committee. If the applications are found to be incomplete/ information is incorrect, the authority may reject the application or may seek clarification if deemed necessary.
- 1.10.3 In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.





- 1.10.4 In case there are more than 3 applicants for a specific Institutional Park plot, then there will be e-auction between all applicants on the date as mentioned on the Portal. Details instructions/process for e-auction via SBI Portal (<https://etender.sbi>) is elaborated in Clause no. 1.3 - How to Apply.
- 1.10.5 In the e-auction process, in case there are less than three eligible bidders participating in the first instance (which shall be of 21 days) against a plot(s), then last date of submission of application shall be extended by 07 days for that particular plot(s). It shall be extended further for a time period of 07 days, if the number of bidders against that particular plot(s) is less than 3. However, the plot shall be allotted to the highest bidder, even if there are less than three bidders in the e-auction after 2 extensions of 07 days each. Less than 3 applications received in first / second time in above process, shall be rolled over and carried to the next phase automatically. Hence, they need not reapply.
- 1.10.6 After the e-auction, the Allotment Committee shall recommend the allotment of IT Park Plot.
- 1.10.7 Issue of allotment cum allocation letter: The Allottee shall be informed about the allotment via an allotment cum allocation letter with specific plot number. The Allotment Letter shall be issued within 30 days from the date of approval of allotment.
- 1.10.8 Applicant has to deposit Allotment Money as mentioned in Data Sheet.
- 1.10.9 In case the due Allotment Money as mentioned above is not deposited within the stipulated/extended period, the allotment of plot shall be cancelled without giving any opportunity in this regard and Registration Money deposited shall be forfeited.
- 1.10.10 In case of Mega and beyond Projects and on written instructions by Government of Uttar Pradesh/Invest UP, Direct Allotment may be done by the GNIDA (Allotment/Screening Committee) in respect of any vacant plot already uploaded on website/GIS platform.
- 1.10.11 List of available plots for allotment are displayed on the Website of the Authority. Number of plots may increase or decrease depending on the availability of land at the time of allotment. CEO reserves the right to withdraw any plot for the allotment process at any time, without assigning any reason.

### 1.11 Change in the Name of Applicant

- 1.11.1 Application made once in the name of applicant shall not be changed under any circumstances but after the allotment the name of the allottee may be changed. However, the legal entity, may change their name as allowed to them as per the provisions of the Society, Trust and Companies with charges as per prevailing policy of GNIDA after payment of prescribed fees if any.





## 1.12 Unsuccessful applicants

- 1.12.1 The Earnest Money of unsuccessful applicants shall be returned to them without interest. However, if the period of deposit is more than one-year, simple interest @ 4% p.a. shall be paid for the period of deposit exceeding 1 (one) year.



## 2 Section II: Special Conditions

### 2.1 Implementation & Extension

- 2.1.1 Development Norms shall be as per the prevailing Building Regulations/ Byelaws of GNIDA on the last day of Bid/Proposal submission. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as existing on the last date of Bid Submission of GNIDA shall prevail. It is made clear that in case there is any upward revision of FAR in the building byelaws/regulations after the allotment is made then the same shall not be available to the Allottee / Lessee except, inter-alia on payment of charges, if at all under the prevailing policy of Authority.
- 2.1.2 The Allottee will commence the construction after taking over physical possession of the **Data Center** plot as per duly approved building plan and inform in writing to GNIDA about timely completion of the approved project. The lease deed execution date shall be reckoned as the date of physical possession.
- 2.1.3 The allottee will be required to complete the construction of minimum FAR within 3 years. However, under exceptional circumstances, an extension may be allowed by the lessor on payment of such charges and subject to terms and conditions as mentioned below:

Sr. No	Area of Plot	Min % (in sq.m.)	Time limit for obtaining completion certificate of first phase of the project (from date of lease/ possession)	Maximum time limit (with extension charges) for obtaining completion certificate for minimum FAR (from date of lease/ possession)
1	Up to 4000	50	3 years	5 years
2	4001-10,000	40	3 years	5 years
3	10,001-20,000	35	3 years	6 years
4	20,001-1,00,000	30	3 years	7 years
5	1,00,001-2,00,000	25	3 years	8 years
6	2,00,001-4,00,000	20	3 years	9 years
7	Above 4,00,000	15	3 years	10 years

#### 2.1.4 Partial completion:

- Data Center Parks shall be eligible to get partial completion certificate from the concerned Authority for the purposes of occupancy and putting it to commercial use without fulfilling the minimum completion norms subject to such conditions and prescriptions as may be laid down by the GNIDA
- The area for which the partial completion is applied should be self contained and it should act as an independent unit. The structural safety certificate, NOC from Airport Authority of India, Environmental clearance, Electric safety certificate etc. for the said unit should be submitted by the applicant.

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- (iii) For such independent unit the minimum constructed area requirement shall not be required.
  - (iv) The terms & conditions mentioned in lease deed shall not be affected with the issue of partial completion certificate.
  - (v) The allottee shall ensure barricading of the area in which construction will continue and he shall ensure safety of the employees working in the completed unit.
  - (vi) In Data Center plots additional area for diesel generating sets can be counted toward FAR while calculating minimum required FAR for completion and same can be counted in service FAR later.
  - (vii) The allottee shall be required to get the full completion certificate once the entire construction is over as per the laid down norm of the authority.
- 2.1.5 In case of non-adherence to the aforementioned schedule for functioning, the cancellation of allotment and / or determination of Lease Deed with forfeiture of money would be effected as per rules and the possession of the plot would be resumed by the lessor with structure thereof, if any and the allottee / lessee will have no right to claim compensation thereof. However, in exceptional circumstances, time extension may be allowed by the lessor on payment of such charges and subject to terms and conditions, as deemed fit by the lessor.
- 2.1.6 In the event of an extension, extension charges @ 4% of the premium would be chargeable for grant of extension for each year on pro-rata monthly basis. The rate of extension charges as mentioned above may be reviewed by the lessor. In the event of extension not being granted, cancellation may be exercised following with revocation of lease deed with forfeiture amount as per then prevailing policy of the lessor, in such an event the lessee will be at liberty to remove construction if any, in such eventuality. The rate of extension charges as mentioned above may be revised by the Lessor/ Chief Executive Officer without notice.
- 2.1.7 In case of non-adherence to the aforementioned schedule for obtaining the “Functional Certificate” from GNIDA, the cancellation of allotment and/or determination of lease deed, with forfeiture of money may be effected as per rules and the possession of the plot may be resumed by the lessor along with the structures thereon, if any and the allottee/lessee will have no right to claim compensation thereof. However, in exceptional circumstances, an extension may be allowed by the lessor/ GNIDA on payment of such charges and subject to such terms and conditions, as deemed fit by the lessor/ GNIDA.
- 2.1.8 The building constructed over the plot would be used strictly for the purposes for which it is allotted/leased.





## 2.2 PERMISSIBLE GROUND COVERAGE AND FAR

The allottee/lessee shall construct the building of the project at his own cost, after obtaining necessary sanctions of the building plans from lessor/GNIDA. The building plans submitted to lessor/GNIDA would be in accordance with the prescribed architectural controls and relevant to the building regulations and directions issued from time to time. The permissible ground coverage & FAR shall be applicable as per building regulations which are as follow:

Maximum Ground Coverage (%)	Maximum Floor Area Ratio	Maximum Height in meters
60%	3 + 1*	No limit
* Maximum permissible FAR will be 3.0 with additional (1) FAR purchasable.		

## 2.3 Renting

For Data Center Plots allotted by Greater Noida. Renting charges @Rs. 50/- per sqm. per year shall be payable to GNIDA for granting renting permission. In the event of any tenant changing during the year, additional renting charges @Rs. 10/- per sqm. shall be payable to Greater Noida for permitting the subsequent tenant for the balance period of the year. Renting charges can be changed without giving any notice to the allottee/lessee. The allottee/lessee will only be allowed sub-letting/renting once the allottee has attained "Functional Certificate" from Greater Noida. Data Center premises will be rented only for Data Center Usages



### 3 Section III: General terms and conditions

#### 3.1 Execution of Lease Deed

- 3.1.1 The Allottee will be required to execute the Lease Deed of the plot within 30 days from the date of issue of check list which shall be issued soon after the acknowledgement of receipt of allotment letter and payment of the dues in accordance with the payment plan opted by the Allottee. In case of failure to do so, the allotment of plot may be cancelled and 30% of the premium of the plot & any charges, interest and any other penalties may be forfeited.
- 3.1.2 However, in exceptional circumstances, the extension of time for the execution of the Lease Deed and taking over possession may be permitted as per the prevailing policy of the Authority at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges. The current prevailing policy of the Authority of is as follows:

1	First 6 Months	1% of the total original premium of the Plot
2	Second 6 Months	Additional 1.5% of the total original premium of the Plot
3	Third 6 Months	Additional 2% of the total original premium of the Plot
4	Fourth 6 Months	Additional 2.5% of the total original premium of the Plot
	After that	Additional .5 % of total original premium of the plot per month for a maximum of one (1) year. Therefore, the maximum extension given will be three (3) year. After this period the allotment would stand cancelled.

Note: Extension of time and applicable penalties/fees/charges shall be calculated from the due date of execution of lease deed (i.e. 30 days from date of issue of check list).

- 3.1.3 Documentation charges: All cost and expenses of preparation, stamping and registering of the legal documents and its copies and all other incidental expenses will be borne by the Allottee, who will also pay the stamp duty levied on transfer of Immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf.
- 3.1.4 Period of lease: 90 years from the date of execution of Lease Deed.

#### 3.2 Lease Rent

- 3.2.1 In addition to the premium of plot, the lessee shall have to pay yearly Lease Rent in the manner given below.
- The Lease Rent will be 2.5% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.

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- ii. After ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased by @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future.
- iii. The Lease Rent shall be payable in advance every year. First such payment shall fall due on the date of execution of Lease Deed and thereafter, every year, on or before the last date of previous financial year.
- iv. In case of failure to deposit the due Lease Rent by the due date, interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 8.5% p.a. as of 1<sup>st</sup> of January 2022 = 11.5% p.a.) compounded every half yearly for the entire default period, on the defaulted amount. This rate will change as per interest rate revision by GNIDA.
- v. The Allottee/ Lessee has the option to pay one-time Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @2.5% = 27.5% of the total premium of the plot) as One Time Lease Rent unless the Authority decided to withdraw this facility. On payment of one-time Lease Rent, no further annual Lease Rent would be required to be paid for the balance lease period, this option may be exercised at any time during the lease period, provided the Allottee has no outstanding lease rent arrears. It is made clear that Lease Rent already paid will not be considered for adjustment in the amount payable towards One Time Lease Rent.

### 3.3 Location charges

- 3.3.1 If the plot is situated within 1 Km of Metro Corridor, then reserve price of the plot shall be enhanced by 10% and Bidding will not be permissible below this enhanced price.

### 3.4 Possession of the plot

- 3.4.1 Date of execution of Lease Deed shall be considered as the date of possession of the Plot.
- 3.4.2 Execution of Lease Deed(s) can be done only after a minimum payment of Allotment Money and one-year Lease Rent, in advance. On the date of execution of the Lease Deed there remains no outstanding amount payable to the GNIDA whether on account of installment towards the premium or any account head whatsoever.

### 3.5 Variation in actual area of allotted plot

- 3.5.1 The Area of the plots stated in the Brochure is approximate. The Applicant whose Proposal is accepted, shall have to accept any variation, up to 10% either way in the area of the plot, for which the Proposal has been offered. The premium of the plot will accordingly be calculated due to such variation in the area.





- 3.5.2 If the variation is more than 10%, on choice offered by GNIDA, the Applicant will have the option to accept or reject the allotment. If not accepted by the Applicant, GNIDA will either give a similar plot in the same sector or return the money deposited by Applicant without any interest for first 6 months (*from exercise of the option by Applicant and 4% interest after 6 months*).

### 3.6 As is where basis/ Lease period

- 3.6.1 The IT/ITES plots are offered for allotment on a “as is where is basis” on a lease for a period of 90 years starting from the date of execution of the lease deed. The Allottee shall be responsible for appropriate due diligence by visiting the plot before submitting the application. No claim whatsoever is admissible on account of physical status of the land of the plot offered for allotments.

### 3.7 Surrender

- 3.7.1 Surrender may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Surrender request letter by the Allottee. The current prevailing policy for reference of the Applicant is as follows:
- 1) If case ,H-1 Bidder refuses the allotment of DATA CENTER Plot for any reason after e-auction, The entire amount of EMD/ Registration Money will be forfeited in favour of GNIDA
  - 2) The allottee/lessee may surrender the DATA CENTER Plot / Premises in favour of GNIDA before cancellation. The GNIDA may permit the surrender of the plot, subject to necessary deductions, from the deposits made by the allottee/lessee to GNIDA as per the prevailing policy of the GNIDA at the time of surrender.
  - 3) The request for surrender should contain attested signature(s) 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/Executives.
  - 4) The allottee shall have to execute a surrender deed, in case lease deed/transfer deed has been executed. All original legal documents shall also have to be surrendered unconditionally to GNIDA.
- 3.7.2 In various cases of surrender provision will be as under:-
- 1) In case the successful e-bidder/allottee wishes to surrender the allotment before the issuance of allotment letter or before 90 days after the issuance of allotment letter in case the applicant has chosen Payment Plan ‘A’ or before 60 days after the issuance of allotment letter in case the applicant has chosen Payment Plan ‘B’, then the entire EMD will get forfeited.
  - 2) In case the allotted plot is surrendered after 90 days from the date of issue of allotment letter but before execution of Lease Deed in case the applicant has chosen Payment Plan ‘A’ or after 60 days from the date of issue of allotment letter but before execution of Lease Deed in case the applicant has chosen Payment Plan ‘B’, then entire EMD + 10% of total premium of plot discovered through e-bid shall

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be forfeited. In no case, the deductions shall be greater than the amount deposited.

- 3) In case the allotted plot is surrendered after execution of Lease Deed, 30% of total premium of plot (discovered through e-bid), due lease rent charges and total interest paid shall be forfeited. In no case, the deductions shall be greater than the amount deposited.

- 3.7.3 Under no circumstances, request for surrender shall be entertained after receiving full payment, (I) after 90 days in case the allottee has chosen Payment Plan 'A' or (II) after 3 years in case the allottee has chosen Payment Plan 'B', from the date of issue of Allotment Letter.

### **3.8 Change in Constitution (CIC)**

- 3.8.1 Change in Constitution may be allowed by the GNIDA only as per the prevailing policy of the Authority at the time of submission of CIC request letter by the Allottee and after payment of prescribed fees/charges.
- 3.8.2 In case of change in constitution of the Allottee or the consortium or any of the consortium member, the Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Allottee fails to submit the application within 45 days, penalties may be imposed as per the prevailing policy.

### **3.9 Change in Shareholding (CIS)**

- 3.9.1 Change in Shareholding may be allowed by the GNIDA only as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Allottee and after payment of the prescribed Fees/charges.
- 3.9.2 In case of change in shareholding of the Allottee or the consortium or any of the consortium member, the Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Allottee fails to submit the application within 45 days, penalties may be imposed as per the prevailing policy.

### **3.10 Transfer of Plot**

- 3.10.1 No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.
- 3.10.2 Normally, no Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.





- 3.10.3 Thereafter, Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter (through ERP system or via email "authority@gnida.in") by the Allottee and after the following:
- i. payment of prescribed fees/charges,
  - ii. clearance of all up to date dues, and
  - iii. overdue installment towards premium of land.
- 3.10.4 In case allowed, the Allottee / lessee expressly agrees that in the event any application for transfer is made and the Authority grants permission therefor, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.
- 3.10.5 The Allottee/Lessee, after obtaining completion certificate, is allowed to rent out only commercial built-up space (*Captive use only*) only for activities as defined in 5.2 Schedule II at its discretion without obtaining any permission from GNIDA. But the Allottee needs to inform GNIDA about such details in prescribed format (*Details such no. of rent agreement and name and address of parties etc.*) However, the Allottee shall not have to option to sell (transfer/sub-lease).

### 3.11 Maintenance

- 3.11.1 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of GNIDA or from the competent authority in this regard.
- 3.11.2 The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the allotted plot. If the buildings and the common services are not maintained properly, the GNIDA shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee and Sub-Lessee(s) will be personally and severely liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.
- 3.11.3 No objection will be entertained on the subject of amount spent on maintenance of the buildings and the common services, and the decision of GNIDA in this regard shall be final and binding.
- 3.11.4 The Allottee/Lessee/Sub-Lessee(s) shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent Authorities at his own expenses.





- 3.11.5 The Allottee/Lessee/Sub-Lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place.
- 3.11.6 The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of Greater Noida Industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.
- 3.11.7 In case of non-compliance of these terms of conditions and any other directions of GNIDA, GNIDA shall have the right to impose such penalty as it may consider just and/or expedient, including cancellation of allotment as per rules

### 3.12 Permission to Mortgage

- 3.12.1 Permission to mortgage may be allowed by the Lessor as per its prevailing policy, if any, as on the date of submission of such permission by the Lessee and after payment of prescribed fees / charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/ Gnida on the date permission is granted.
- 3.12.2 In the event any Permission to mortgage is issued by the lessor, then this Lessor shall always hold the first charge and will remain Secured Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016 in contrast of the Bank / Financial Institution or Allottee of built-up space.



### 3.13 Misuse, Additions, Alterations, etc.

- 3.13.1 The Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot without written permission from GNIDA as per prevailing policy of GNIDA. 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 without any payment.
- 3.13.2 The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- 3.13.3 If the Lessee/Sub-Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by GNIDA in this regard.

### 3.14 Indemnity

- 3.14.1 The Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Lessee. The Lessee shall execute an indemnity bond, indemnifying GNIDA and its officers and employees against all disputes arising out of
- i. The non-completion of work
  - ii. The quality and validity of development, construction, operations and maintenance
  - iii. Any dispute or claim whatsoever arising out of any accident during construction or during maintenance or working / functioning or inhabitation of the constructed building to any guest or sub-lessee.
  - iv. Any dispute or claim arising out of any allegation of infringement of any Intellectual Property Rights etc. in the designing etc. of the building to be constructed by the lessee.
  - v. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser



### 3.15 Liability to Pay Taxes

- 3.15.1 The Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the lessor or any other 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.

### 3.16 Overriding Power over Dormant Properties

- 3.16.1 GNIDA reserves the right to all mines, minerals, coals, washing gold, 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 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 CEO of GNIDA on the amount of such compensation will be final and binding on the applicant.

### 3.17 Consequences of misrepresentation

- 3.17.1 If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Applicant/ Allottee/ Lessee/ Sub-Lessees, the allotment of plot shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the Applicant/ Allottee/ Lessee/ Sub-Lessees shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

### 3.18 Cancellation of allotment/Lease Deed

- 3.18.1 Cancellation of Lease Deed shall be as per the prevailing policy of the Authority. The current prevailing policy for reference of the Applicant is as follows:
- 3.18.2 In addition to the other specific clauses relating to cancellation/determination, GNIDA, will be free to exercise its right of cancellation/ termination of the allotment/ the lease of plot in case of the following-
- i) Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
  - ii) Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
  - iii) In case of default on the part of the Applicant/Allottee/Sub-Lessee(s) or any breach/violation of the terms and conditions of the Scheme Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues or not completing the construction or making it functional within prescribed time





- 3.18.3 If the allotment is cancelled on the grounds mentioned in under sub-clause (i), (ii) and (iii) above, the entire deposits till date of cancellation shall be forfeited and possession of the plot shall be resumed by the Authority/ Lessor with structures thereon, if any and the allottee/ lessee will have no right to claim any compensation, thereof. Without prejudice to the aforesaid, the Authority shall also have the liberty to initiate legal action against such allottee/ lessee
- 3.18.4 After forfeiture of the amount as stated above, possession of the plot will be resumed by GNIDA, along with the structure thereupon, if any, and the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lessees will have no right to claim any compensation thereon.
- 3.18.5 In order to provide assured business continuity, once the developer has completed investment and obtained completion certificate from the respective Authority and has fully paid complete lease rent, approval of the Board of Greater Noida Industrial Development Authority will be a prerequisite for cancellation of the lease deed in case of any violation by such DC Units of the Authority norms/ bylaws.

### 3.19 Restoration

- 3.19.1 GNIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of GNIDA can restore the plots, if at all, as per the prevailing policy of the Authority as the time of submission of request letter after payment of applicable fees and charges. The prevailing policy for reference of the Applicant is as follows:
- i. The application of restoration of plots shall be made within 60 days from the date of cancellation.
  - ii. The decision about the restoration application of the plots shall be taken within a period of 6 months after the date of cancellation.
  - iii. The Allottee shall have to pay restoration charges as per the prevailing policy of GNIDA (Presently, @10% of the total premium of the plot at prevailing rate on date of restoration application).
  - iv. The Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable.
  - v. The Allottee has to pay time extension charges as per terms of allotment / lease.
  - vi. The Allottee has to submit Performance Bank Guarantee (PBG) of timeline given in Schedule, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of PBG will be 10% of the prevailing price of the plots.
  - vii. All legal expenses shall be borne by the Allottee.
  - viii. The cancelled plot is not already allotted to another developer.

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- ix. In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized/non-permissible activities in future and closure/removal of illegal/unauthorized/non-permissible activities.
- x. In case of restoration in prepossession cases, the Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

### 3.20 Duty of Lessee to act, provide information etc.

- 3.20.1 The Lessee/Allottee agrees that it shall provide quarterly statement regarding the construction / to be constructed, allotment of built-up space, together with the name of such allottee, office no. and the terms of every such allotment of constructed built-up space to the Lessor.
- 3.20.2 The Lessee/Allottee shall execute a Tripartite Sub Lease Deed of the superstructure and proportionate undivided interest in the land in favour of its allottee. The consideration therefor shall be receivable solely by the Lessee. The format of Tripartite instrument shall have to be got approved in writing from the Lessor.
- 3.20.3 In the event, there are outstanding payable to Lessor/GNIDA, then after receipt of 50% of consideration from the allottee of /built-up space, the Lessee and its allottee of built-up space shall have to deposit the balance 50% consideration in an Escrow account so as to safeguard the interest of the Lessor and the buyer of built-up space.
- 3.20.4 To ensure that the terms of this Brochure & Lease Deed and the sanctioned plans are always disclosed to its proposed allottees of built-up space against written acknowledgement. The same shall also form part of terms of allotment of built-up space. The built-up space buyers shall have to acknowledge that they have read and understood the contents of the Lease Deed and agree to abide by the same.

### 3.21 Amalgamation/Sub-division

- 3.21.1 No amalgamation or sub-division shall be allowed on the allotted plot.

### 3.22 Other Clauses

- 3.22.1 The Authority reserves the right to make any amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee.
- 3.22.2 If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the earnest money deposited by applicant would be refunded. However, in case the period of deposit exceeds one year then the amount shall be refunded along with simple interest @ 4% per Annum.





- 3.22.3 In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of GNIDA shall be final and binding on the Allottee / Lessee and his / her / their successor.
- 3.22.4 In case there is any change of reserve price of allotment from any order of honourable High Court/Supreme Court or Government/Board of Uttar Pradesh, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.
- 3.22.5 GNIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- 3.22.6 The Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are issued there under from time to time.
- 3.22.7 Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad (Prayagraj).
- 3.22.8 The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before applying. No claim whatsoever shall be entertained by the Authority in regard to the situation, location of physical status of the demised plot.
- 3.22.9 Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee. Non-receipt or any delay as receipt of such approvals shall not be a ground to claim extension in time schedule of the implementation of project, either with or without charges.
- 3.22.10 In case an existing link road comes anywhere in the plot area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by GNIDA.
- 3.22.11 All arrears towards premium, lease rent or any other dues payable to the Authority shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.
- 3.22.12 The Lessee/ sub-Lessee(s) shall not be allowed to assign or change his role, otherwise the Lease may be cancelled, and entire money deposited shall be forfeited.
- 3.22.13 GNIDA in larger public interest has the right to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of GNIDA shall be final and binding on the Allottee/Lessee, its sub-allottees / lessees.





- 3.22.14 The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. Any breach in this regard shall constitute breach of the terms of the Lease Deed.
- 3.22.15 The Lessee shall follow all the Rules, Regulations and Directions of Building Bye Laws of the Lessor.
- 3.22.16 All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee.
- 3.22.17 The Allottee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management.
- 3.22.18 As per prevailing Sector Wise Rate List on the last date of Proposal Submission. Prevailing policy of the Authority attached as Section V: Annexure, Land Rates 2022-2023. (Office order: \_\_\_\_\_)
- 3.22.19 All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & Sub-lessee.
- 3.22.20 In case of any differences or inconsistency between conditions as occurring in this Lease Deed and Scheme Brochure, then the conditions of the Lease Deed shall override and shall be binding on the Lessees, its allottees / sub-lessees.



## 4 Annexure 1: Forms

### 4.1 Form No. 1: Application form

Application for establishment of Data Center Park

Form Sl.No. \_\_\_\_\_

Self-attested  
photograph of  
authorized  
signatory

To

The Chief Executive Officer,

Greater Noida Industrial Development Authority

Plot no 1, Knowledge Park-IV,

Greater Noida City-201308

Dear Sir / Madam,

We hereby submit our application form for allotment of \_\_\_\_\_ (insert the type of plot to be allotted)  
plot to establish \_\_\_\_\_  
\_\_\_\_\_ on an area of \_\_\_\_\_ Sq.mt.

We hereby agree to pay allotment money / installments / Lease Rent etc. as per payment plan and Rates/premium of allotment hereinafter mentioned in the Data Sheet and General Terms and Conditions.

We are enclosing herewith the following documents:

- Online payment receipt No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ towards the registration money (10% of total premium).
- Online payment receipt No. \_\_\_\_\_ dt. \_\_\_\_\_ for Rs. 15000/- (+18% GST Rs. 2700) towards non-refundable / non-adjustable processing fees.
- Board Resolution / Certificate of authorization in favour of Shri / Smt. \_\_\_\_\_  
\_\_\_\_\_ S/o / D/o , W/o \_\_\_\_\_  
\_\_\_\_\_ as (status) \_\_\_\_\_ which is on behalf of the  
applicant / Society / Trust / Company / Firm / Registered Partnership firm i.e. M/s  
\_\_\_\_\_ constituted under  
\_\_\_\_\_ Act of  
\_\_\_\_\_ Government of India / State  
Government i.e. \_\_\_\_\_.
- Terms and conditions of the above registration duly signed as a token of acceptance of the terms and conditions of the allotment of IT/ITES land.
- The following documents duly signed by applicant and certified by C.A. are also enclosed. 28/2023, 14:4



Sr. No.	Description	Enclosed "Yes" not Enclosed "No"
1.	Form No. 1 – Application Form	
2.	Form No. 2 – Financial Statement of Turnover	
3.	Form No. 3 – Financial statement of Net Worth	
4.	Form No. 4 – Solvency Certificate	
5.	Form No. 5 – Format for affidavit	
6.	Form No. 6 – Project Report ( <i>Feasibility report of the proposed project to be signed by applicant and certified by CA. Land required, depicting the land use pattern, construction plan &amp; schedule of implementation, Employment Generation plan, Proposed total investment in the project and year wise phasing. Three years projected cashflow, depicting sources of inflows for the project, to be signed by applicant and certified by CA.</i> )	
7.	Form No. 7 – Format for affidavit ( <i>Non-Defaulter Declaration</i> )	
8.	Certificate of incorporation/ registration, memorandum & article of association of the company of rules & regulations of society/trust/partnership deed/firm ( <i>to be signed by applicant and certified by CA</i> ).	
9.	Background of the promoters	
10.	List of the Directors and their respective equity shareholding.	
11.	Audited balance sheet of 2018-19, 2019-20, 2020-21 & 2021-22 to be signed by applicant and certified by CA. In case of a Consortium, the above-mentioned balance sheet of each relevant member of the consortium shall be submitted.	
12.	All other documents as per Clause No. 1.6 – List of documents	

Date \_\_\_\_\_

Address of Applicant \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Signature of Authorized signatory

Stamp of Applicant with name &amp; designation

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## 4.2 Form No. 2: Financial statement of turnover

Name of Applicant -----  
 -----  
 -----  
 -----

S.No.	Description	2018-19 (as per audited balance sheet)	2019-20 (as per audited balance sheet)	2020-21 (as per audited balance sheet)	2021-22 (as per audited balance sheet)
1.	Turnover of the Applicant as per the last audited annual accounts.				

Note: In case of New Companies, Audited Balance Sheets for Group Companies of the same Promoters can be mentioned.

Signature of Authorized signatory

Stamp of applicant with name

And Status

### Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s .....

....., Chartered Accountants/Statutory Auditors, certify that the above information is correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No.

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### 4.3 Form No. 3: Financial statement of Net Worth

Name of Applicant -----  
 -----  
 -----

Sr. No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on <b>31.3.2022</b> of the Applicant as per audited annual accounts.		

Note: In case of New Companies, Net worth of Promoters/Shareholders can be mentioned.

Signature of Authorized signatory

Stamp of applicant with name

And Status

#### Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s

.....,

Chartered Accountants/Statutory Auditors, for the applicant having Network

Rs.....certify that the above information is correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No.

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#### 4.4 Form No. 4: Solvency Certificate

This is to certify that M/s \_\_\_\_\_ maintaining  
Current Account / Saving Bank Account / FDR / Other Deposit Account Nos  
\_\_\_\_\_ with us, having  
Solvency of Rs. \_\_\_\_\_ as on \_\_\_\_\_.

Name of Officer with designation  
(with rubber stamp)

**Note:** Separate certificate for company / firm / society / trust / everyone to be submitted. Solvency Certificate should not be more than 6 months old from the date of submission of application.

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#### 4.5 Form No. 5: 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 \_\_\_\_\_ (insert the type of plot to be allotted) Plot in Greater Noida Industrial Development Authority 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 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

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#### 4.6 Form No. 6: Project Report (Certified by CA)

Name of Applicant -----  
 -----  
 -----

Key information to be included (*but not limited to*) in the Project Report:

1. Feasibility of the proposed project
2. Land required - depicting the land use pattern, construction plan & schedule of implementation  
(*Within 2 years/3 years/ 4 years*)
3. Employment Generation plan (*More than equal to 40%/30%/20% employment to local employees*)
4. Financial strength (*Self-funded vs Bank Loan*)
5. Technical & relevant experience in similar sector (*industrial projects*)
6. Proposed total investment in the project and year wise phasing
7. Expansion Plan
8. Three years projected cashflow, depicting sources of inflows for the project

#### Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s .....

....., Chartered Accountants/Statutory Auditors, certify that the above information is correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No.

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#### 4.7 Form No. 7: Format for Affidavit (*Non-Defaulter Declaration*)

(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/Partnership).

**Ref.: Application of \_\_\_\_\_ (insert the type of plot to be allotted) Plot in Greater Noida Industrial Development Authority Area.**

1. I, the undersigned, do hereby certify that our Company/ \_\_\_\_\_ M/s \_\_\_\_\_ nor any of its director/constituent partners are defaulter's or are part of defaulter's list of GNIDA (*For all land uses*) on the last date of Bid / Proposal Submission.

Signature of Authorised signatory

Stamp of applicant with name

And Status/ designation