

New Okhla Industrial Development Authority



**SCHEME**

**FOR**

**INSTITUTIONAL PLOTS**

For setting up of

**IT/ITES, Training Centre / Socio Cultural, Yoga &  
Meditation Centre Plots #**

under

**Scheme Code- Institutional/OES/2020-21 (01)**

Registration Opens on 16-07-2020

# Plots may increase or decrease depending on the availability of land.

**OPEN ENDED SCHEME FOR INSTITUTIONAL PLOTS-2020-21 (01)**

APPLICATION FORM NO. ....

**Application for allotment of land for setting up of IT/ITES, Training Centre / Socio Cultural, Yoga & Meditation Centre/ Nursery/ Secondary/Sr.Secondary School.**

The Chief Executive Officer  
New Okhla Industrial Development Authority  
Main Administrative Building,  
Sector-6, NOIDA

**Photograph of  
Authorised  
Signatory Duly  
Attested by the  
BANK  
MANAGER**

Sir/Madam,

We M/s \_\_\_\_\_  
through authorized signatory Sh/Smt./Ms. \_\_\_\_\_ hereby  
submit our application form for allotment of institutional plot to establish :-

\_\_\_\_\_

\_\_\_\_\_

on an area of \_\_\_\_\_ sq. mtr. approx.. We hereby agree to pay within 30 days from the date of letter of allotment the full/ 40% of the prevailing premium as per terms & conditions for the allotment as stated in APPENDIX-II, we are enclosing herewith the following documents :-

- 1) Bank /RTGS No \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_ in favour of NOIDA on \_\_\_\_\_ towards the 10% registration money.
- 2) Bank/ RTGS No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. 23,600/- (Including 18% G.S.T.) in favour of NOIDA on \_\_\_\_\_ towards non-refundable /non adjustable processing fee.
- 3) Certificate of authorization in favour of Shri/ Smt. \_\_\_\_\_ S/o/ D/o \_\_\_\_\_ as (status) \_\_\_\_\_ which is on behalf of the applicant Individual/Society/Trust/Company/Registered Partnership firm i.e. M/s. \_\_\_\_\_ constituted under \_\_\_\_\_ Act of \_\_\_\_\_ Govt. of India/State Govt. i.e. \_\_\_\_\_.
- 4) Documents duly certified by C.A with UIDN No (Mandatory) /Architect as per Appendix-I.
- 5) Terms & Conditions (Appendix-II) for the allotment are enclosed herewith, which have been signed as a token of acceptance of the terms & conditions of the allotment of the institutional plot.

Signatures of the Authorised Signatory  
and stamp of the Applicant with name/ status/designation  
(Signatures to be duly attested by the Bank Manager)

**APPENDIX –I**

Sl.No.	Description	Enclosed “Yes” Not enclosed “No”	If yes, Page No.
6.1	Application Form		
6.2	Project Report, to be signed by applicant and latest certified by CA* on each page		
6.3	Background of the promoters.		
6.4	Audited Accounts & Balance Sheet of Financial Years 2017-18, 2018-19 & 2019-20 to be signed by applicant and latest certified by CA* on each page		
6.5	Three years projected cash flow, depicting sources of inflows for the project, to be signed by the applicant & latest certified by CA* on each page.		
6.6	Latest certified copy of Partnership Deed from Registration Authority alongwith Form A&B duly latest certified by C.A*. Article of Association, Memorandum of Association of Pub./ Pvt. Ltd. company, certificate of incorporation, list of shareholders/ directors, duly latest certified by C.A*. Society & Trust latest Registration Certificate duly certified by Registration Authority , Applicant and certified by CA*. Latest list of members/Trusties and rules & regulations of the society/trust duly certified by C.A*.		
6.7	Land required, depicting the land use pattern and construction plan and schedule of implementation, to be signed by the applicant & certified by practicing Architect on each page		
6.8	Statement of sources of funds & liquidity certificate from any Nationalized Bank/Schedule Bank. In case of Self Financing or loan from friends/relatives, an affidavit to this effect to be attached and all papers to be latest certified by the applicant/Bank and/or CA* on each page		
6.9	Affidavit of the applicant certifying whether he is applying for the first time or give details of his earlier applications and the decision of NOIDA thereon.		
6.10	Proposed total investment in the project and its year-wise phasing.		
6.11	Affidavit of the applicant certifying that all the statements made in the application and the Annexure are true and correct.		

\* Latest Certified by C.A with UIDN No.

- 7) Refund account details (for the purpose of registration money of unsuccessful applicants).  
Name of Bank and Branch \_\_\_\_\_ Type of Account \_\_\_\_\_  
Bank Account No. \_\_\_\_\_ IFSC Code \_\_\_\_\_  
Date \_\_\_\_\_  
Address of the Applicant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Mobile \_\_\_\_\_ Email \_\_\_\_\_

Signatures of the Authorised Signatory  
and stamp of the Applicant with name/ status/designation  
(Signatures to be duly attested by the Bank Manager)

## APPENDIX – II

### **OPEN ENDED SCHEME FOR INSTITUTIONAL PLOTS- 2020-21 (01)**

**Terms and conditions for Allotment of plot for setting up of IT/ITES, Training Centre /Socio Cultural , Yoga & Meditation Centre / Nursery/ Secondary/Sr.Secondary School on 90 years lease on “ As is where is” basis.**

#### **1. HOW TO APPLY**

- 1.1** The prescribed Application Forms for allotment of plots of above categories are available on Noida Authority Website i.e. [www.noidaauthorityonline.in](http://www.noidaauthorityonline.in) against online payment of Rs. 5900/- (including G.S.T)
- 1.2** The allotment of the land will be made only in favour of an Individual Person/ Registered Trust/ Registered Society/Registered Partnership Firm or Company constituted and incorporated in India and registered with the competent authority.
- 1.3** Any existing Registered Partnership Firm / Registered Trust / Registered Society / Registered Company may apply.
- 1.4** Applicant should have positive net-worth / surplus investable funds.
- 1.5** The application form may be submitted with the prescribed banks or in the office of Institutional Deptt., Noida, alongwith proposal/project details and other statutory documents alongwith non-refundable & non-adjustable Processing Fee of Rs. 20,000/- + 18% G.S.T. & Registration money equivalent to 10% of total premium of the plot area for which application is being submitted, should be deposited in favour of NOIDA.  
The registration amount & the processing fee as stated above would be deposited through a bank draft in favour of New Okhla Industrial Development Authority (NOIDA) & would be payable at any scheduled bank of Delhi/New Delhi/ Noida.
- 1.6** The scheme is open-ended and it can change the number of plots as per the availability, in which due to some cancelled plots, newly planned plots etc. Information regarding new plots displayed on noida authority's website and notice board in time to time.  
On the last date of every month from the start of the scheme till 24:00/00:00/Midnight, the applications will be disposed off by completing the formalities related to screening and interview between two to three weeks of the upcoming month. In this order, the applications received till 31 July will be processed against the plots available in the first phase, which will continue till the end of the scheme as mentioned above
- 1.7** The application alongwith the requisite documents will be screened by a duly constituted sub committee/Screening Committee. The incomplete application/ without requisite documents will not be recommended for interview of the applicant. However, the applicant whose application is submitted with complete information will have to appear for interview on prescribed date and time before the Plot Allotment Committee for examining the viability of the Project.
- 1.8** The allotment of plot is subject to the recommendation of the Plot Allotment Committee after interview of the applicant.
- 1.9** Category-wise details of number of available plots for allotment shall be displayed on the Notice Board, Reception Office & on the Website of NOIDA.

Signatures of the Authorised Signatory  
and stamp of the Applicant with name/ status/designation  
(Signatures to be duly attested by the Bank Manager)

## 2. RATE OF ALLOTMENT

Sl. No.	Category	RATE OF ALLOTMENT
1	Phase – II for IT/ITES	The present sector rates of allotment of plots for IT/ITES Rate of Allotment Rs. 17,800/- * (per sqr. mtr.)
2	Phase –III for IT/ITES	The present sector rates of allotment of plots for IT/ITES Rate of Allotment Rs. 27,680/- * (per sqr. mtr.)
3	Socio Cultural / Yoga & Meditation Centre / Training Centre/ Nursery/ Secondary/Sr.Secondary School	In Institutional Sector at par with allotment rate of Institutional land. In Residential Sector 50% of the allotment rate of Residential Sector.

**\* Location charges , as per the location of the plot, shall be payable extra (i.e. near highway/metro etc.).**

In the event of the allotment of an institutional plot, the rate charged would be the prevailing rate on the date of issue of the allotment letter.

**\* No of Plots may increase or decrease depending on the availability of land.**

## 3. MODE OF PAYMENT

- 3.1 In the event of allotment of an Institutional plot, the rate would be the prevailing rate on the date of issue of allotment letter. The payment of the premium of plot except Govt./Semi Govt. Undertakings/ Institutions/Departments /Social /Cultural/ Religious use would be as per the schedule given in the following paras from 3.2 to 3.14.
- 3.2 The allottee on receipt of formal allotment letter shall be required to pay 40% of the total premium of the plot as allotment money within 30 days from the date of issuance of such allotment letter after adjustment of registration money. The 30 days will include the date of issue of allotment letter and the deposit of allotment money.
- 3.3 In case entire premium of plot is deposited within 30 days from the date of issue of allotment letter, no interest shall be payable against premium of plot.
- 3.4 The allottee shall deposit the above allotment money in the authorized bank within 30 days from the issue of allotment letter and also submit a photocopy of challan in the office of Officer on Special Duty (Institutional) and to Account Officer ( Institutional ) . In case the due allotment money as mentioned above is not deposited within the stipulated period, the allotment of plot shall be cancelled without giving any opportunity in this regard and forfeiture of money would be affected, as per rules. However, in exceptional circumstances the extension may be allowed by competent authority of NOIDA on payment of halfly year compounded interest @ 11.5% \*per annum on the defaulted amount for the defaulted period.
- 3.5 The balance 60% premium of the plot would be payable by the allottee in 08 half-yearly 8.5%\* interest bearing equal installments. The first installment would fall due after six months from the date of allotment letter. The interest on balance premium would accrue from the date of issue of allotment letter. The Interest on 60% balance Premium will be charged from the date of issue of allotment letter
- 3.6 Normally extension for deposit of due/over due amount would not be allowed. In case of default, the allotment/offer would be cancelled/withdrawn and forfeiture of money would be effected, as per prevailing policy of lessor/NOIDA at the time

- of cancellation. However, in exceptional circumstances the extension may be allowed by the lessor/NOIDA on payment of compound interest @ 11.5%\* per annum compounded half yearly on the defaulted amount for defaulted period.
- 3.7 In case allotment is sought by a Govt./Semi Govt. Undertaking/Govt. Institutions/ Department/Religious/Social Cultural Activity use then an offer of allotment would be issued to deposit full premium of the plot. Letter of allotment for specific plot would only be issued on deposit of 100% premium of the plot.
- 3.8 All payments should be made through bank draft drawn in favour of New Okhla Industrial Development Authority and should be payable on any scheduled bank located only in Delhi/New Delhi/ Noida. Notwithstanding any request of the allottee/lessee the payment made by the allottee/lessee, shall be adjusted towards the interest on lease rent, annual lease rent, interest due on installment of the premium and installment of the premium respectively.
- 3.9 Pre-payment in whole or part shall be allowed. No rebate shall be allowable in case of pre-payment. In case the allottee opts to pay the balance of the premium in lump-sum after 30 days from the date of issue of allotment letter, interest on the balance premium only upto the date of deposit shall be charged.
- 3.10 However, schedule for installments will be sent by lessor/NOIDA. If not received, also for lease rent dues, allottee should ensure to collect schedule/demand letter personally from A.O. (Institutional). Otherwise dues will be recovered as per rules of the Authority.
- 3.11 In case of any increase in land acquisition cost, the allottee shall be liable to pay proportionate increased cost of land acquisition.
- 3.12 All payment should be remitted by due date. In case the due date is a bank holiday, then the allottee should ensure remittance on the previous working day.
- 3.13 NOIDA will accept each and every payment made by the allottee at his own risk and responsibility. The rights of lessor/NOIDA will not be affected in any way by accepting any payment made by allottee of the allotted property, in case the allottee violates any conditions of allotment. No right shall accrue to the allottee if he/she makes a payment to lessor/NOIDA despite the plot having been cancelled.
- 3.14 In case of failure to deposit the amount within time, the allotment will stand cancelled & the entire registration money deposited shall be forfeited in favour of Noida.

\* प्राधिकरण द्वारा समय-समय पर निर्धारित परिवर्तित ब्याज दर लागू रहेगी, जो आवंटी पर बाध्यकारी होगी।

#### **4. LEASE RENT**

In addition to the premium of the plot, the Lessee/Sub-lessee shall have to pay yearly lease rent in the manner given below:

- (i) The lease rent will be 2.5% per annum of the plot premium for the first 10 years of lease period.
- (ii) The lease rent shall be enhanced by 50% after every 10 years.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of the lease deed and thereafter, every year, on or before the last date of the previous financial year.

- (iv) Delay in payment of the advance lease rent will be subject to an interest @ 14% per annum compounded half yearly on the defaulted amount and for the defaulted period.
- (v) The lessee will have the option to pay lease rent equivalent to 15 times of the current lease rent of the plot as “One Time Lease Rent” unless the NOIDA decides 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 paid the earlier lease rent due and lease rent already paid will not be adjusted in the “One Time Lease Rent” option.

## **5. SURRENDER OF PLOT**

- 5.1** The allottee/lessee can surrender the Institutional Plot/Premises in favour of NOIDA before cancellation. NOIDA may permit the surrender of the plot, subject to necessary deductions, as per the prevailing policy of NOIDA at the time of surrender, from the deposits made by the allottee/lessee to NOIDA.
- 5.2** The request for surrender should contain signatures of bonafide allottee/lessee duly attested by Banker. In case of incorporated company/society the request should be supported by the Certified Copy of the Resolution of Board of Directors/Executives.
- 5.3** The allottee has to execute surrender deed, if lease deed/transfer deed has been executed then all the original legal documents are to be surrendered unconditionally to lessor/NOIDA.

## **6. EXECUTION OF LEASE DEED**

The allottee will have to execute the lease deed within 30 days from the date of issue of the check list and take physical possession of the plot within fifteen days after issue of possession order thereafter. In case of failure to execute the lease deed & taking over of possession within the above-stipulated period, the allotment may be cancelled and amount deposited with NOIDA would be forfeited as per the rules prevailing at the time of cancellation. However, in exceptional circumstances NOIDA may grant extension of time for execution of lease deed & taking over of possession. The extension if granted will be subject to payment of penalty as per rules prevailing at the time of grant of extension. The present penalty for grant of extension is equivalent to the annual lease rent on pro-rata basis, for the extended period. The facility of extension with penalty would be available only if the plot has not been cancelled.

The date of execution of lease deed will be treated as the date of handing over of actual possession, notwithstanding any other claim.

## **7. DOCUMENTATION CHARGES**

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/NOIDA from time to time.

8. **VARIATION IN THE ACTUAL AREA OF THE ALLOTTED PLOT**

The area of the plot allotted or handed over may vary from the size of the plot allotted/applied for. If area of the plot in the allotment letter issued and actual area handed over to the allottee/lessee is found to be more or less than the area intimated, a proportionate change in the amount of the premium would be made. **In case the actual area of allotted plot is found to be more than the allotted area, the additional area shall be allotted at the then prevailing allotment rate & the allottee shall be required to deposit full premium & one time lease rent of additional area within 30 days from the date of communication.** No dispute/objection would be entertained by the lessor on the ground of variation in the size of plot. Allottee/lessee would have also no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 20% and allottee is unwilling to accept the enhanced or reduced area, the allottee would have the right to decline the acceptance of the allotment, in such case the deposits made to NOIDA would be refunded without interest, provided that the allottee applies for refund within thirty days from the date of issue of allotment letter or within thirty day from the date of giving possession of the plot, as the case may be.

9. **DIVISION OF PLOT**

The allottee/lessee would not be entitled to divide the plot except as stated in Clause No. 21 (6).

10. **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/NOIDA. The building plans submitted to lessor/NOIDA 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 prevailing norms.

11. **IMPLEMENTATION OF THE PROJECT**

11.1 A. The allottee / Lessee shall construct the building on the plot & obtain occupancy certificate from the competent Authority of the Lessor/ Shall ensure the functioning on the allotted plot as per schedule give below.

**PLOT UP TO 1000 SQ. MTRS.**

**Within two years from the actual date of possession**

**PLOTS ABOVE 1000 SQ. MTRS. BUT UPTO 2000 SQ. MTR.**

Within three years from the actual date of possession.

**PLOTS ABOVE 2000 SQ. MTRS. BUT UP TO 4000 SQ. MTRS.**

Within Four years from the actual date of possession.

**PLOT ABOVE 4000 SQ. MTS.**

With in five years from the actual date of possession.

- B. In case of non adherent 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, an extension may be allowed by the lessor on payment of such charges and subject to terms and conditions, as deemed fit by the lessor.
- C. In the event of an extension, extension charges @ 4% of the premium would be chargeable for grant of extension for each year on pro data monthly basis. The rate of extension charges as mentioned above may be re viewed 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.
- 11.2** In case of non-adherence to the aforementioned schedule for obtaining the “ Functional Certificate” from NOIDA, 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 alongwith 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/ NOIDA on payment of such charges and subject to such terms and conditions, as deemed fit by the lessor/ NOIDA.
- 11.3** The building constructed over the plot would be used strictly for the purposes for which it is allotted/leased.

## **12 TRANSFER OF PLOT**

The allottee/lessee can transfer the whole plot with prior permission of NOIDA on terms & conditions as prevailing on the date of transfer. The plot may be transferred to a similar institution for the same/similar use.

## **13. SUB-LETTING / RENTING OF IT/ITES PLOTS ONLY (Subject to payment of charges as per rules)**

The allottee/lessee may be allowed to rent out the built-up/developed space on rent as below:

i)	Area upto 1000 sqm.	Allottee + 2 tenants
ii)	1001 to 1500 sqm.	Allottee + 3 tenants
iii)	1501 to 2000 sqm.	Allottee + 4 tenants
iv)	2001 to 2500 sqm.	Allottee + 5 tenants

In continuation of the above one additional tenant will be allowed for each additional 500 sqm. area. The number of tenants will be decided by Central Government in case any IT/ITES unit is converted into industrial park by the Central Government. Renting charges @Rs. 50/- per sqm. per year on the total FAR shall be payable to the NOIDA for

granting renting permission. In the event of any tenant changing during the year, additional renting charges @Rs. 10/- per sqm. on the total FAR shall be payable to 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.

#### **14. MORTGAGE PERMISSION**

**14.1** The mortgage permission will be given in case the allotment is not a cancelled one and the time limit for making the plot functional exists. Mortgage is permitted only in a case where the project is financed/assisted by Govt. Financial Institution/Scheduled Bank and Private Financial Institution/leasing companies approved by the Reserve Bank of India.

However, permission for collateral security would only be granted in a case where the project has already been declared functional by lessor/NOIDA.

**14.2** A processing fee of Rs. 5000/- would be charged for granting permission for Collateral Security.

**14.3** Mortgage of the allotted plot is permitted only for financing of the project to be implemented on the allotted plot.

**14.4** For grant of mortgage/collateral security permission, it is binding that the allottee/Lending Institution/ Bank must clear all the dues of NOIDA, including 100% premium of the allotted plot along with interest, if any, or the Lending Institution/Bank must give an undertaking to this effect that 100% payment shall be made to the NOIDA.

**14.5** In case of mortgage, the NOIDA will have the first charge towards transfer charges, extension charges, lease rent, interest and any other dues, taxes, charges etc. payable to the NOIDA from time to time.

**14.6** The application for permission to mortgage shall be accompanied by the consent of accepting all the terms & conditions of lessor/NOIDA regarding mortgage permission by the concerned lending institution/bank.

**14.7** Provided that in the event of the sale or foreclosure of the mortgaged or charged property, lessor/NOIDA would be entitled to claim and recover such percentage as decided by the lessor/NOIDA, of the unearned increase in the value of the said plot as aforesaid and the amount of the lessor/NOIDA's share of the said unearned increase would constitute first charge having priority over the said mortgage charge. The decision of the lessor/NOIDA in respect of the market value of the said plot would be final and binding on all the parties concerned.

**14.8** Provided further that the lessor/NOIDA would have the pre-emptive right to purchase the mortgaged or charged plot after deducting such percentage as decided by lessor/NOIDA of the unearned increase as aforesaid. The lessor/NOIDA's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein-before, would apply equally to insolvency sale or its transfer through execution of a decree of insolvency issued by any court of law.

#### **15. OVER RIDING POWERS OVER DORMANT PROPERTIES**

The lessor/NOIDA reserves the right to all mines, minerals, coals, washing golds, earth oils, quarries, etc. in, over or under the allotted plot and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching, for working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the allotted plot or for any

building/structure standing thereon, provided always that the lessor/NOIDA shall make reasonable compensation to the allottee/lessee for any damages directly occasioned by the exercise of the rights hereby reserved. The decision of NOIDA on the amount of such compensation will be final and binding on the allottee/lessee.

**16. LIABILITY OF MAINTENANCE/PAYMENT OF TAXES**

**16.1** The allottee/lessee would be liable to pay all taxes/charges and assessment of every descriptions in respect of plot whether assessed, charged or imposed on the plot or on the building constructed thereon, from time to time.

**16.2** All the arrears due to the NOIDA are recoverable as 'arrears of land revenue'.

**16.3** The lessee shall not display or exhibit any picture, posters, statues, and other articles, which are repugnant to the morals and/or are indecent or immoral. The lessee shall not display or exhibit any advertisement in any part of the exterior wall of the building.

**17. CONSEQUENCES OF MISREPRESENTATION**

If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the allottee/lessee, the allotment of plot may be cancelled and/or lease may be determined, as the case may be. In addition, the entire money deposited by the allottee/lessee may be forfeited and legal action for such misrepresentation concealment, suppression of material facts may be taken.

**18. CONSEQUENCES OF BREACH OF TERMS & CONDITIONS**

**18.1** The Authority can exercise cancellation of Institutional plot for breach of terms and conditions of allotment/lease deed/transfer deed. However, NOIDA can restore the allotment of the plot. In case of restoration, allottee/lessee would pay restoration charges as prevailing at the time of restoration & have to follow other conditions of restoration of the allotment.

**18.2** The lessee shall enjoy quiet possession of the demised premises without disturbance by it or its successors in the interest of any person claiming title paramount thereto.

**19. AVAILABILITY OF PLOTS FOR ALLOTMENT**

List of available plots for allotment shall be displayed on the Notice Board, Reception Office & on the website of NOIDA. The NOIDA reserves the right to increase or decrease the number of the plots offered for allotment and their sizes and/or withdraw any plot from and/or add any plot to the allotment process at any time, without assigning any reasons.

**20. SPECIAL TERMS & CONDITIONS FOR SOCIO CULTURAL ,YOGA & MEDITATION CENTRE**

**20.1** The Applicant would be required to deposit the entire balance premium of plot in case the plot is proposed for allotment for Govt./Semi Govt. Undertakings/Institutions/Departments/social/cultural use.

- 20.2** The allotment of land for socio cultural ,Yoga & Meditation Centre use will be made only in favour of Registered Trust or a Society duly constituted in India and registered with the competent Authority.
- 20.3** The Trust/Society must possess necessary funds, facilities and capability to run the proposed institution.
- 20.4** The allotment of land shall be made on the application of Registered Society/ Registered Trust. Authority will reserve the right to accept or reject any application without assigning any reason.
- 20.5** Only those Registered Societies/Registered Trust will be entitled for the allotment who have obtained the No objection certificate from District Authorities to run the proposed Institution., If applicable.

**21. SPECIAL TERMS AND CONDITIONS FOR IT/ITES.**

- 21.1. Minimum area of 1000 sq. mtr. would be required for establishment of IT/ITES units.
- 21.2. Applicants applying for plot size of 20000 sq.mtrs. or more would be allowed to use 10% of the total admissible FAR for institutional facilities mentioned at clause 23 of this Application Form and the rest 90% of the FAR would be used for IT/ITES. After the allottee/lessee has built a minimum of 75% of the total admissible FAR, the lessee/allottee can be allowed to sub-lease the admissible FAR reserved for IT/ITES either as built-up space or as FAR in the developed plots, on payment of usual transfer charges, subject to the condition that the use by sub-lessee would remain the same as that of the original lessee. The allottee/lessee can also be allowed to sub-lease a proportion of the admissible FAR for Institutional facilities.
- 21.3. Applicants applying for plot size of 40000 sq.mtrs. or more and proposing an investment of more than Rs. 50 Crores, would also be allowed to use 10% of the total admissible FAR for Residential use for the employees and officers of the project, alongwith regular allied services, mentioned at clause 23 of this Application Form, subject to the condition that the total FAR used for institutional facilities and residential facilities shall not exceed more that 15% of the permissible FAR and the rest 85% of the permissible FAR would be used for IT/ITES. After the allottee/lessee has built a minimum of 75% of the total admissible FAR & has obtained occupancy certificate of the plots, the lessee/allottee can be allowed to sub-lease the admissible FAR reserved for IT/ITES either as built-up space or as FAR in the developed plots, on payment of usual transfer charges, subject to the condition that the use by sub-lessee would remain the same as that of the original lessee. The allottee/lessee can also be allowed to sub-lease a proportion of the admissible FAR for Institutional facilities and Residential use to sub-lessee/(s) of IT/ITES Unit.
- 21.4. Applicants applying for plot size of 80000 sq.mtrs. or more, would be allowed a maximum of 25% of the total permissible FAR for Institutional facilities, Residential use & Commercial use for the employees and officers of the project along with regular allied services, mentioned at clause 23 of this application form, subject to the condition that the total FAR used for Residential use would not be more than 10% of total permissible FAR and the total FAR used for Commercial use as mentioned at clause 23 of this Application Form, shall not be more than

10% of the total permissible FAR and the rest 75% of the permissible FAR would be used for IT/ITES. After the allottee/lessee has built a minimum of 75% of the total admissible FAR, the lessee / allottee can be allowed to sub - lease the admissible FAR reserved for IT/ITES either as built-up space or as FAR in the developed plots, on payment of usual transfer charges, subject to the condition that the use by sub-lessee would remain the same as that of the original lessee. The allottee/lessee can also be allowed to sub-lease a proportion of the admissible FAR for Institutional facilities, Residential use and Commercial use to sub-lessee/(s) of IT/ITES Unit.

21.5 Though the allottee/lessee shall be able to sub-lease the above mentioned proportions of the total admissible FARs of various categories at his own price, yet he shall be able to sub-lease these FARs only to the owners of the IT/ITES projects. The allottee/lessee shall provide the list of such bonafide IT/ITES sub-lessees, in whose favour the sub-leases are to be executed, to the NOIDA from time to time.

21.6. IT/ITES allottee having plot area of 20000 sq.mtr and above will be allowed first Sub lease of built up area for IT/ITES without any Transfer Charges.

Only in respect of functional units of IT/ITES use having in area of 20 acre and above, a maximum of 25% of the total permissible institutional facilities built up area will be allowed for Sub Lease of Institutional facilities and balance FAR will be allowed for subletting as per then prevailing charges.

**22. SPECIAL TERMS & CONDITIONS FOR NURSERY/PRIMARY/ SECONDARY/ SENIOR SECONDARY SCHOOL.**

- 22.1 The applicant should have a wide experience of the project and its financial status should be sound.
- 22.2 The fee structure of the school should meet the expectations of all categories of the society especially of lower income group Below Poverty line.
- 22.3 The allottee should allow full fee concession to atleast two students in each class on merit & income basis and allow other two student 50% concession in fees. In this category the children of Noida Authority employees would also be eligible.
- 22.4 The allottee shall be required to give minimum 75% admission of the children of resident's of Noida notified area, out of which 10% seats shall be reserved for wards of Farmer whose land has been acquired by NOIDA at any point of time. However, this term can be relaxed under special circumstances with permission of CEO, NOIDA.
- 22.5 The allottee shall be required to give admission to atleast two students in each section of each classes, recommended by Noida Authority. In this category the children of Noida Authority employees would also be eligible.
- 22.6 The allottee shall be required to get school recognized/affiliated by/to any State/Central Govt. Board/Council within three years from the date of functioning.
- 22.7 The Lessee shall ensure that 20% students from farmer's family will be admitted in the inception classes on the basis of eligibility and nominated by the Chief

Executive Officer/his nominee of the Lessor. The fees concession for such students shall be 25% of the gross fees every year.

22.8 Besides the provision in clause (a) above, two economically weaker students in each year will be admitted on recommendation of the District Magistrate, Gautam Budh Nagar, The fee concession for such students will be 50% of the gross fees in each year.

22.9 In case a student from a farmer family drops or leaves the school in mid-session then that vacancy will be filled only on recommendation by the CEO/his nominee of the Lessor only. The Schools will intimate such vacancies as soon as it occurs so that recommendation by the CEO/his nominee is accorded.

22.10 The school will provide a column in its admission form to recognize such students which will be filled on the basis of the certificate issued by the Authority to the effect.

\*\* This is to clarify that “farmer” means a person whose land is acquired by the Noida Authority.

**23. DEFINITION OF INSTITUTIONAL FACILITIES IN THE CONTEXT OF IT/ITES:-**

**Institutional Facilities:**

1. Waiting and transit areas.
2. Areas designated for public utilities.
3. Travel services.
4. Telephone exchange.
5. Electric sub station.
6. Water works.
7. Export related facilities.
8. Canteen/restaurant.
9. Crèche & day care centre.
10. Operations and maintenance by specialized agencies.
11. Training centre and library.
12. Health club and gym for users/residents of IT industries and IT enabled services.
13. Games/entertainment room for users/residents of IT industries and IT enabled services.
14. Banking and financial services.
15. Business and financial services.
16. Business centre/conference facilities.
17. Shops.
18. Open eating kiosks.

**24- 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.

**25. GENERAL CONDITIONS**

25.1 That the lessor/the NOIDA reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of the brochure,

allotment, lease, building bye-laws as it finds expedient and such amendments, additions, deletions and alterations shall be binding on the allottee/lessee.

- 25.2 If due to any unavoidable circumstances, the possession of plot is not handed over to allottee, the full amount deposited by the allottee would be refunded. However, no interest on the deposits will be paid to the allottee.
- 25.3 If due to unavoidable circumstances, the authority could not allot the plot, the registration money deposited by applicant would be refunded. However, no interest on the deposits will be paid to the applicant.
- 25.4 In case of any dispute in the interpretation of any word or terms and conditions of the allotment/lease, the decision of the NOIDA shall be final and binding on the allottee/lessee and his/her/their successors.
- 25.5 That 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 other Rules, Regulations or directions as are made/issued there under from time to time.
- 25.6 Any dispute between the lessor and lessee/sub-lessee shall be subject to the territorial jurisdiction of the Civil Courts at District Gautam Budh Nagar, Uttar Pradesh & the High Court of Adjudicature at Allahabad, Uttar Pradesh.
- 25.7 The allotment will be accepted by the allottee on “As is where is basis”. The applicant is advised to visit the site before submission of application form and attending the interview for the allotment.
- 25.8 Provisions related to the fire safety shall be observed by the allottee. Necessary approvals shall be obtained from the Competent Authority by the allottee.
- 25.9 The allottee/lessee shall have to make sufficient provision of parking in the plot itself as per the New Okhla Industrial Development Area (Parking) Direction, 1999.

**26. DECLARATION BY THE APPLICANT**

I/We hereby declare that the information, submitted with the application form, are true to the best of our knowledge, nothing has been concealed and no part of it is false. I/We further declare that we have carefully read and understood the terms and conditions for allotment of the institutional plot and do hereby undertake to abide by the same and accordingly each page of the terms & conditions has been signed. I/We are aware that if the allotment is obtained on the basis of any false information, the NOIDA may cancel our allotment at any stage and forfeit all the deposits made by me/us.

Signatures of the Authorized Signatory  
and stamp of the Applicant with name/ status/designation  
(Signatures to be duly attested by the Bank Manager)

**\* Price of the Application Form/ E-Brochure : Rs. 5900/- (Including 18% G.S.T.)**