

APPENDIX – 1

SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT OF IT/ITES PLOTS –

A-1. HOW TO APPLY

1. The prescribed Application form for allotment of plots of above categories can be obtained from (1) Allahabad Bank, Sector-10, Noida, (ii) HDFC Bank, Sector Alpha-I Commercial Complex, Greater Noida and (iii) Union Bank of India, Sector-62, Noida (iv) HDFC Bank, Sector-18, NOIDA against cash payment of Rs.1100/-.
2. The duly filled in application form must be submitted in any of the aforesaid bank branches alongwith proposal / project / details and other statutory documents. A non-refundable & non-adjustable Processing Fee of Rs.25000/- and Registration money (equivalent to 10% of total premium of the plot area) which is either adjustable or refundable for which application is being submitted should be deposited in favour of Greater Noida Industrial Development Authority. Rs.1100/- as the cost of the form would also be deposited in addition to registration money and processing fee, in case application form is downloaded from website (www.greaternoida.com). The registration amount and processing fee as stated above would be deposited through a bank draft payable at any scheduled bank of New Delhi / Noida / Greater Noida. (The registration amount may be ascertained in person from IT Department of the Greater Noida Industrial Development Authority.)
3. The application alongwith the requisite documents will be screened by a Screening Committee. The incomplete application / without requisite documents will not be recommended for interview of the applicant. However, the applicant whose application is submitted with complete information, will have to appear for interview on prescribed date and time for examining the viability of the Project.
4. The allotment of plot is subject to the recommendation of Plot Allotment Committee / Screening Committee after interview of the applicant.

A-2. WHO CAN APPLY

1. A sole proprietor, Registered Partnership Firm, Public Ltd. Company, Pvt Ltd. Company or a Consortium of any of the above can submit the application. The firm and companies should be registered in India.
2. The applicant should be competent to contract.
3. A separate application shall be required to be submitted for each IT/ITES plot.
4. Incomplete application shall be summarily rejected.
5. Any change in the name of the intending applicant will not be allowed under any circumstances.
6. In case of applicant have formed a consortium:
 - (a) Members of the consortium will have to specify one “lead member”, who alone shall be authorized to correspond with the Greater NOIDA Industrial Development Authority. Lead member should be the single largest shareholder amongst the relevant members.
 - (b) Each member of the consortium with equity stake of at least 26% will be considered as the “relevant member”.
 - (c) The members shall submit a Memorandum of Understanding (MOU) (Annexure-5) conveying their intent to jointly apply for the allotment of IT/ITES plot, and in case the plot is allotted to them. They shall form a ‘Special Purpose Company’, which will subsequently be carrying out all the responsibilities of the allottee.
 - (d) The MOU shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. The MOU should state that all members shall be jointly and severally responsible for the successful implementation of the project.
 - (e) The execution of the lease deed will be made in favour of the SPC, which should be a registered firm or an incorporated company. The members of the consortium shall have to retain their respective shares as per MOU till the completion of the project. However, in the exceptional circumstances, the change in consortium shareholding structure may be permitted by Greater NOIDA Industrial Development Authority, but the

status of the “lead member” shall remain unchanged in all circumstances till the completion of project.

Note- Application below 20000 Sqm. Area will not be entertained.

A-3. MODE OF PAYMENT AND PAYMENT PLAN

1. 10% of the total premium of the plot shall be deposited with application form as registration money. The Registration money of the unsuccessful applicants will be returned without interest after rejection of application. Successful applicant/ allottee has to pay additional 20% of the total premium within 60 days of issue of allotment letter as Allotment Money. Balance 70% of the total premium shall be paid in 12 half yearly instalments with interest @ 12% p.a. The first such installment will fall due on the date calculated from the 61st day from the date of allotment.
2. Pre payment in whole or part is allowed. No rebate shall be allowable in case of pre-payment. In case the allottee opts to pay the balance of the premium in a lumpsum only, interest on the balance premium upto the date of deposit shall be chargeable.
3. Extension for depositing allotment money shall not ordinarily be allowed. In case of default, the allotment offer would be cancelled and the registration money will be forfeited. However, in exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or his/her authorized representative at his/her discretion.
4. All payments should be remitted by the due dates. In case the due date is a bank holiday then the allottee/lessee shall ensure remittance on the next working day. However, in exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or his/her authorized representative at his/her discretion.
In case of default in deposit of any money (except lease rent) due to the Authority the allottee / lessee would be required to pay an additional interest 3% (total 15%) above to applicable interest rate p.a. on defaulted amount for defaulted period. This

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defaulted amount will be compounded half yearly and would be payable along with additional interest of 3% (total 15%) above to applicable interest rate.

In case of default, the Authority shall issue notice giving 15 days time to deposit/rectify the default. Not more than three such consecutive notices shall be issued. In the event of non-payment after three defaulter notices, cancellation process will be initiated.

5. All payments should be made through demand draft drawn in favour of 'Greater Noida Industrial Development Authority' and payable on any designated scheduled bank located in Delhi/New Delhi /Noida/Greater Noida with intimation to the Authority.
6. The payment made by allottee /lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the installment due and the lease rent payable.

NOTE:- For the purpose of this document the date of issue of allotment letter shall be reckoned as date of allotment.

A-4. LEASE RENT

In addition to the premium of plot, lease rent shall be chargeable from the date of execution of lease deed @2.5% of the total premium p.a and shall be payable annually in advance. In case of default in payment of lease rent, an defaulted interest rate 14% shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years.

The allottee shall have an option to pay a lumpsum amount equivalent to 11 times of the annual lease rent i.e.27.5% of total premium before the due date for execution of lease deed as a ONE-TIME LEASE RENT.

NOTE:- If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he can subsequently exercise his option to pay one time lease rent indicated above with the prior written permission of the Authority/lessor.

A-5. LEASE DEED EXECUTION AND POSSESSION

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

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

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

A-6. PERIOD OF LEASE

The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of lease deed, on 'as is where is' basis

A-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 shall be borne by the allottee. The rate of stamp duty is applicable as per the notification issued by the State Government from time to time. The allottee/transferee shall also pay the duty on transfer of immovable property levied by the authority from time to time.

A-8 LEASE DEED (INVESTMENT / TIME FRAME)

a. IN CASE ALLOTTEE DOES NOT CLAIM STAMP DUTY EXEMPTION -

- i) The lessee shall have the option of the investment phasing, provided, the lessee meets the minimum acceptable investment of the project as per clause A-12(b) of the brochure. The lessee shall have to invest 30% of the minimum acceptable investment

in the first three years (excluding land cost) and 100% of the minimum acceptable investment in 7(seven) years from the date of execution of lease deed.

- ii) The lessee will be required to submit the broad layout within one year and detailed building plan for the approval of the Lessor within two years from the date of execution of lease deed and will be required to complete construction of first phase i.e. invest as per above A-8 - a (i) clause and shall have to make it functional within three years from the date of execution of lease deed.

Provided that in exceptional circumstances, extension of not more than one year at a time may be allowed to the lessee by the lessor or any officer authorized by him on payment of extension charges @2% of the total premium for one year or part thereof for completion of first phase. The extension charges as mentioned above may be revised by the lessor at any time

- iii) The allottee/lessee shall have to complete the construction of the whole “the project and facilities” within 7 years from the date of execution of the lease deed.

Provided that in exceptional circumstances extension of not more than three years, one year at a time, may be allowed to the lessee by the lessor or any officer authorized by him on payment of extension charges @ **4% for the extension of first year or part thereof, @ 6% for the extension of second year or part thereof, and @ 8% for the extension of third year or part thereof, of the total premium of the demised premises.**

- iv) In case the applicant fails to commence the activity for which the land has been allotted within the time period, or extended time period, decided for the purpose, the allotment /lease can be cancelled /determined. On such cancellation/determination, 20% of the premium will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no right to claim compensation thereof. The balance amount deposited will be refunded without any interest.

b. IN CASE ALLOTTEE CLAIMS STAMP DUTY EXEMPTION

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The Government of U.P vide its Notification no.ka ni-5-305 /11 -2005-500 (136) -2003 dated 19th Jan 2005 passed in consonance with the Industrial and Service Sector Investment Policy, 2004 has granted 100% exemption from payment of stamp duty payable on execution of first written transaction of lease deed only ,inter-alia for setting up of IT industries and Call Centers subject to compliance of the norms ,standards and procedures set up by concern department of Govt. of U.P dealing with the project of IT industries and call centers. Whereas the Department of IT & Electronics ,Govt of U.P has issued a G.O no. 2168 /78-2-2005-46 IT /2005 ,dated 30th December 2005 and the G.O. No.702/77-6-07-15M-05 dated 28-06-2007 amending the G.O. dated 19-12-2005 and has fixed the norms , standards and procedures for 100% exemption from stamp duty to IT industries and call centers in accordance with the para 10.2 of Industrial and Services Sector Investment Policy, 2004 if the lessee undertakes to abide by the following conditions within the meaning of UPIT Policy -2004:-

1. The lessee /allottee undertakes to abide by and fulfil the norms and standards set up by the Department of IT & Electronics, Govt Of U.P for setting up the project of IT Industries and Call centers as enumerated above to claim exemption in stamp duty on this first instrument i.e lease deed with GNIDA .
2. The lessee has to obtain approval of the Development and Building plan within 18 months from the date of registration for allotment of land from lessor.
3. The lessee has to construct 40% of the total permissible covered area on the allotted plot within 3 years from date of possession of plot and also has to complete remaining construction within 5 years from the date of possession of plot.
4. The lessee unequivocally agrees that in view of the fact that he/she is availing the benefit of 100 % exemption of payment of stamp duty chargeable in respect of this instrument (i.e. Lease Deed) executed with the lessor and the period of construction will commence and complete as stated in this instrument as set out in 2 and 3 above within the meaning of the said G.O No. 2168/78-2-2005-46 I.T /dated 30-12-2005.
5. The lessee unequivocally agrees that in the event of any breach of the norms and standards set out by the Department of I.T and Electronics ,Govt of U.P in mentioned G.O dated 30-12-2005

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for the setting up of the project and non adherence to make it functional ,the lessee shall be liable to pay to lessor the amount equivalent to the stamp duty as set out in this instrument along with interest thereon @ 18% per annum up to the date of payment for which they are claiming exemption in terms of the G.O No .3014/77-6-05-500(40)/2005 and the G.O. No.702/77-6-07-15M-05 dated 28-06-2007 amending the G.O. dated 19-12-2005.

6. The lessee shall be liable to make payment of an amount equivalent to stamp duty leviable on the document along with interest immediately on demand and without demur upon a mere notice from lessor ,on the non fulfillment of the norms and standard set out by the Department of IT & Electronics, Govt. of U.P as enumerated above or has delayed the implementation of the project within the stipulated period .Lessor shall be sole judge of the genuineness of the demand so made and the default /breach committed by the allottee/lessee.
 7. If allottee claims stamp duty exemption, he/they shall have to sign an Agreement with the Authority/lessor, as per Annexure-6 of the brochure, before execution of lease deed.
- a. The lessee will at his/its own cost develop and erect building on the demised premises in accordance with the plan ,elevation ,and design to be approved by the lessor or any officer authorized by the lessor in that behalf in writing and shall ensure that the broad elements as listed in Schedule-1 are provided in “the project and facilities ” in a substantial workman – like manner, with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers etc.
 - b.The lessee will be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification & street lighting, water supply, sewerage and road side arboriculture, development of parks, adequate provision of parking space and any other item as may be desired by the lessor, according to norms and specifications prescribed from time to time.
 - c. The lessee shall also bear the proportionate /full installation expenses (as the case may be) of the requisite size of transformers etc. for

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power connections to the demised premises from NOIDA POWER COMPANY LIMITED or any other statutory body.

- d. That the lessee will not erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission, in writing of the plan if any approved by lessor or any officer authorized by lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of the notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.

A-9. LOCATION CHARGES

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

A-10. CONSTRUCTION / MINIMUM ACCEPTABLE LEVEL OF INVESTMENT

1. The lessee/allottee shall construct the boundary wall as well as the building of the IT/ITES only after getting proper sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant Building Regulations and as well as any specific directions that may be issued by the lessor.
2. Minimum acceptable investment for the project shall be calculated as Rs.4.00 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. Such certificate should be submitted within one month of the completion of each year.

A-11 DEVELOPMENT PLAN

- a) The allottee shall develop the “the project and facilities” on the demised premises and meet the following norms of development.
- i) Maximum ground coverage and FAR allowed are as per following table:-

<u>Sl.No.</u>	<u>Plot Area (in sq.m.)</u>	<u>FAR</u>	<u>Ground Coverage</u>
1.	20000 & Above	187.50	30%

- ii) Allottees of 5 acres or more would be allowed maximum 10% of total FAR for institutional facilities mentioned in Schedule-II. Rest 90% would be used for IT/ITES.
- iii) When the area is 10 acres or more and investment is proposed to be more than 50 crores, in such cases, 10% of FAR would be permitted for Residential use for employees and officers of unit/organization including chowkidars and peons, subject to the ratio of institutional and residential facilities should not exceed more than 15% of FAR and rest 85% FAR would be primarily used for IT/ITES.
- iv) When the area allotted is 20 acres or more maximum 25% of the total FAR for residential/commercial/institutional facilities would be allowed and the rest 75% would be utilized for IT/ITES purpose, subject to the condition that maximum of 10% of total FAR would be for residential use and maximum of 10% of total FAR would be for commercial use.
- v) Residential/Commercial/Institutional facilities allowed in

IT/ITES/STP are mentioned in Schedule-II of the brochure.

- vi) Apart from the built-up space, the lessee shall be allowed to sell (transfer) developed land to clients for their captive use. However, a minimum of 75% of the total allowed FAR of IT Industries and IT Enabled Services would have to be developed as built-up space. The remaining area could be sold as FAR in the developed plots.
 - vii) The allottee shall sell (transfer) the Commercial and Residential FAR in proportion to the sale (transfer) of FAR of IT Industries and IT Enabled Service areas.
- b) The allottee shall have the right to sell (Transfer) the developed plot of land and/or the built-up space as per the limitations of the sub-clause (a) above, at its own price. The allottee shall have to sell (transfer) the permissible residential developed plot and/or built-up space to the owners of the I T Industries and I T enabled services. No transfer charges shall be levied by the lessor for this first sale of developed plot/(s) and/or built-up space. The allottee/lessee shall provide the list of its bonafide users to the Authority/lessor from time to time in whose favour the sale has been executed.

c) However, for subsequent sales the allottee shall take permission from the lessor, which will not be unreasonably withheld if such sale also conforms to the provisions of sub-clauses (a&b) above. Transfer charges as prevalent at the time of the transfer, or as may be decided by the Authority/lessor, will be payable on such subsequent sales. Apart from that, the lessee shall have to take the approval of the lessor on the draft sub lease deed to be executed between the lessee and sub-lessee.

d) The lessee shall have the right to give the buitup/devloped space on rent as below:

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

In continuation of above one additional tenant will be allowed for each additional 500 sqm. area. The no. of tenancy will be decided by Central Government in case any IT/ITES unit is converted into industrial park by Central Government.

A-12 CONSTRUCTION/ MINIMUM ACCEPTABLE LEVEL OF INVESTMENT

- a. The lessee/allottee shall construct the boundary wall & develop as well the buildings on the plot only after getting approval of layout plan & sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relavant Building Regulations as well as any specific directions that may be issued by the Authority.
- b. Minimum acceptable investment for the project shall be calculated as Rs.4.00 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. Such Certificate

should be submitted within one month of the completion of each year.

Verification

I/We _____
_____ have gone through the above terms and conditions and also the terms and conditions enumerated under heading “General terms and conditions” for allotment of IT/ITES Scheme (2008) plot and agrees to abide by the same and hereby duly signed as a token of acceptance of the terms and conditions of the IT Industries and IT Enabled Services Scheme.

Signature of Authorised signatory
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