



e-Stamp

24763

72,94,25,000

Certificate No.	IN-UP44124173377148V
Certificate issued Date	26-Jun-2023 11:54 AM
Account Reference	NEWIMPACC (SV) up14056204/ GAUTAMBUDDH NAGAR 2/ UP-GBN
Unique Doc. Reference	SUBIN-UPUP1405620478903671190895V
Purchased by	ELDECO REAL ESTATE LIMITED
Description of Document	Article 35 Lease
Property Description	PLOT NO. GH-02C, SECTOR-12, GREATER NOIDA, G.B NAGAR, U.P.
Consideration Price (Rs.)	
First Party	GNIDA
Second Party	ELDECO REAL ESTATE LIMITED
Stamp Duty Paid By	ELDECO REAL ESTATE LIMITED
Stamp Duty Amount(Rs.)	2,94,25,000 (Two Crore Ninety Four Lakh Twenty Five Thousand only)

72,94,25,000



E-STAMP
LOCKED

Please write on back below this line

LEASE DEED

BUILDERS PLOT NO. GH-02C, SECTOR-12, GREATER NOIDA

AREA- 14998 SQM

Madhava
26/6/23
प्रबन्धक (वित्त) *(विश्व)*
सेक्टर भीष्म प्राधिकरण

For ELDECO REAL ESTATE LIMITED
विश्व
Authorized Signatory

0006162823

Statutory Alert

1. The authenticity of this stamp certificate issued by Certified by "www.e-stamp.gov.in" is liable to change. Please check the validity of this stamp certificate in the website of the Government of India.
2. The cost of stamping the certificate is on the part of the certificate holder.
3. In case of any discrepancy please inform the Competent authority.



24/05/2019

SHIL

SHIL

For ELDECO REAL ESTATE LIMITED

Authorized Signatory

0006165853



24/05/2019



Attested

Vinod Kumar Shukla
(Advocate)
Distt G.B Nagar (U.P.)

LEASE DEED

This Lease Deed made on 26th day of June, 2023 between the Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976 hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns) of the one part

And

M/s. ELDECO REAL ESTATE LIMITED (SPC OF M/s. Savana Builders Company Limited & M/s. Eldeco Infrastructure & Properties Limited), Registered Office 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, Jasola, New Delhi-110025 through Authorized signatory Sh. Vidhan Chand Jha S/o Sh. Madhu Kant Jha R/o H.No. 68, GadhiChaukhandi, Sector-68, Noida (U.P.) duly authorized by the board of Directors vide Resolution dated 01.06.2023 (hereinafter called the Lessee which expression shall unless the context does not so admit, include its representatives, administrators and permitted assigns of the other part.)

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the Plot No. GH-02C, SECTOR- 12, AREA 14998 SQM. on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats and support facilities according to the setbacks and building plan approved by the lessor.

AND WHEREAS the Lessor has through an E-Bid tender System awarded to M/s. ELDECO REAL ESTATE LIMITED (SPC OF M/s. Savana Builders Company Limited & M/s. Eldeco Infrastructure & Properties Limited), (lessee) the Plot No GH-02C, SECTOR- 12, AREA 14998 SQM. Greater Noida after fulfilling the terms and conditions prescribed in the brochure of group housing scheme code -BRS-01/2022 and its corrigendum, if any, vide /Reservation/Allotment Letter No. GN/BUILDERS/BRS-01/2022/2023/86, Dated 17.02.2023 for the development and marketing of Group Housing Pockets/ Flats/ on the detailed terms and conditions set out in the said allotment letter and brochure/ bid document of the said Scheme BRS-01/2022. As per the terms and conditions of the scheme, the Lessee is authorized to develop and market the project on demarcated plot No. GH-02C, SECTOR- 12, AREA 14998 SQM. Greater Noida, (actual area as per lease plan 14998sqm)

AND WHEREAS the Lessor and Lessee have agreed in so far as the present sub lease deed is concern the terms of the brochure shall contain a binding effect for any present or future interpretation.

प्रबन्धक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED
विधान चंद झा
Authorized Signatory



For ELDECO REAL ESTATE LIMITED

Authorized Signatory

Atty. (Name)
at Office Address

(I) NOW THIS LEASE DEED WITNESSETH AS FOLLOWS: -

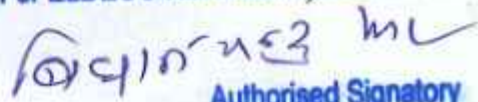
1. CONSIDERATION

The premium(including Earnest Money / Registration Money) of Plot is **Rs. 53,01,79,300/-** (Rupees Fifty Three Crore One Lac Seventy Nine Thousand Three Hundred Only) which has been paid.

Other conditions:

- i. Payments can be made online through Authority's website via www.greaternoidaauthority.com. The Allottee will have to abide by all decisions of the GNIDA.
- ii. The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, GautamBudh Nagar) for execution of the Lease Deed in treasury of district GautamBudh Nagar and should produce a certificate to the affect in relevant department at GNIDA within 180 days from the issue of allotment letter.
- iii. The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
- iv. After depositing the premium and annual lease rent 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 first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the outstanding Lease Rent, if any.
- vi. In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land. The premium of this additional land shall be based on the rate per sq.m. discovered during the e-auction shall be applicable and binding on the Allottee.
- vii. In case of default in payment, after 30 days of communication, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable.
- viii. This rate will change as per interest rate revision by GNIDA from time to time. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable.
- ix. In addition to the premium, the allottee shall pay annual lease rent of 1% of premium, this rate shall be subject to an increase of 50% in every 10 years. The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% of the total premium of the plot) as one-time Lease Rent unless the Authority decided to withdraw this facility.

प्रबन्धक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED

Authorised Signatory

आवेदन सं०: 202300742031733

पट्टा विलेख(30 वर्ष से अधिक)

वही सं०: 1

रजिस्ट्रेशन सं०: 24763

वर्ष: 2023

प्रतिफल- 588500000 स्टाम्प शुल्क- 29425000 बाजारी मूल्य - 588500000 पंजीकरण शुल्क - 5885000 प्रतिनिपिकरण शुल्क - 240 योग : 5885240

श्री मै. एलडेको रियल एस्टेट लिमिटेड द्वारा
विधान चन्द झा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री मधु कान्त झा
व्यवसाय : नौकरी
निवासी: विलेज- गढ़ी चौखंडी, जिला-गौतमबुद्ध नगर, उत्तर प्रदेश

विधान चन्द झा



श्री मै. एलडेको रियल एस्टेट लिमिटेड द्वारा

विधान चन्द झा अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 27/06/2023 एवं
04:16:32 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पूनम सिंह,
उप निबंधक :दादरी
गौतम बुद्ध नगर
27/06/2023

उमेश मोहन,
निबंधक लिपिक
27/06/2023

प्रिंट करे



FOR ELDECO REAL ESTATE LIMITED

Authorized Signatory

- x. 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 (applicable @1% of premium annually) arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.
- xi. In consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor both hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot No.GH-02C, SECTOR-12 in the Greater Noida Industrial Development Authority, Distt. GautamBuddh Nagar (U.P.) contained by measurement 14998 SQM.be the same a little more or less and bounded:

On the North by : As per lease plan attached
On the South by: As per lease plan attached
On the East by : As per lease plan attached
On the West by : As per lease plan attached

And the said plot is more clearly delineated and shown in the attached plan and therein.

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the lessee for the term of 90 (ninety) years commencing from DATE OF LEASE except and always reserving to the Lessor.

1. A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area. The alignment of the overhead electrical utilities, if required above the demised plot, will be configured in a way that shall not affect development activities within the plot.

2. AND THE LESSEE BOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month March for each year the yearly lease rent indicated below:-

- i. Lessee has paid Rs. 53,01,793/- as lease rent at 1% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.
- ii. After every ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future. No separate notice shall be given in this regard.
- 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.

प्रबन्धक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED

Authorised Signatory

बही सं०: 1

रजिस्ट्रेशन सं०: 24763

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पददा दाता: 1

श्री ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण कार्यालय द्वारा आराधना के द्वारा अवधेश कुमार शुक्ला, पुत्र श्री जे पी शुक्ला

निवासी: प्लॉट सं. 1, के. पी-4, ग्रेटर नोएडा

व्यवसाय: नौकरी

पददा गृहीता: 1

Award hark



श्री मै. एलडेको रियल एस्टेट लिमिटेड के द्वारा विधान चन्द झा, पुत्र श्री मधु कान्त झा

निवासी: विलेज- गढ़ी चौखंडी, जिला-गौतमबुद्ध नगर, उत्तर प्रदेश

व्यवसाय: नौकरी

विधान चन्द झा



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री विनोद कुमार शुक्ला, पुत्र श्री जे पी शुक्ला

निवासी: एच-156, सेक्टर-गामा-2, ग्रेटर नोएडा, जिला गौतमबुद्ध नगर, यू.पी.

व्यवसाय: वकालत

पहचानकर्ता: 2

[Signature]



श्री राजेश साह, पुत्र श्री पी आर साह

निवासी: एच-156, सेक्टर-गामा-2, ग्रेटर नोएडा, जिला गौतमबुद्ध नगर, यू.पी.

व्यवसाय: अन्य

Rajesh



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

[Signature]

पूनम सिंह

उपनिबंधक: दादरी

गौतम बुद्ध नगर

27/06/2023

उमेश सिंह

निबंधक लिपिक गौतम बुद्ध नगर

27/06/2023

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी:



प्रिंट करें

- iv. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate will change as per interest rate revision by GNIDA.
- v. The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% 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 and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.
- vi. The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.
- vii. The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units (as built-up structures) on sublease basis to its allottee and also provide space for facilities like roads, parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements, convenience with allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the lessor.
- viii. Further transfer/ sub lease shall be governed by the transfer policy of the Lessor.
- 1) No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.
 - 2) No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.
 - 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 by the Allottee and after the following:
 - i. payment of prescribed fees/charges,
 - ii. clearance of all up-to-date dues, and
 - iii. overdue instalment towards premium of land.
- 4) The Allottee / lessee expressly agrees that in the event any application for transfer is made and the Authority grants permission there for, 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.
- 5) Transfer/Sub-lease of Flats (Sub-lease):
- i. Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.

प्रबन्धक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण



For ELDECO REAL ESTATE LIMITED

Authorized Signatory

- ii. The sub-lessee undertakes to put to use the premises for the residential use only.
- iii. First sale/transfer of a flat/plot to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the Authority in writing.
- iv. No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
- v. Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

3. NORMS OF DEVELOPMENT

The Allottee can undertake development in accordance with the prevailing Building Regulations/Byelaws of the Authority on the last day of Bid Submission.

The lessee shall be allowed to construct the flats subject to overall maximum permissible density as per the master plan. The maximum permissible ground cover and maximum permissible FAR is as follows:

Maximum permissible Ground Coverage	35% For Plots Upto 40,000 Sq. mtr.
	40% For Plots above 40,000 Sq. mtr.
Maximum permissible FAR	3.5
Set backs	As per Building Bye-laws
Maximum Height	No Limit

Permissible Norms

- i. All the infrastructural services within the plot area shall have to be provided by the Allottee.
- ii. All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.
- iii. Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).
- iv. The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.
- v. All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater GNIDA Authority and the amendments made there in from time to time.

4. IMPLEMENTATION & TIME EXTENSION

- a) The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the GNIDA in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the GNIDA within a period of three years from the date of execution of lease deed. In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, extension charges on the



For ELDECO REAL ESTATE LIMITED

Authorized Signatory

pro-rata land area shall be applicable at the time of grant of such extension as approved in 114th Board Meeting held on 31.05.2019 of GNIDA and Office Order No. ग्रेनो/बिल्डर्स/का0आ10/2019/824 dated 04.07.2019.

- b) In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
- c) Extension for completion 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. The current extension charges on the pro-rata land applicable for construction period shall be applicable as per prevailing norms.
- a) The current norms (First Phase – First Phase shall mean construction of minimum of the total F.A.R as per Building Byelaws.) for reference of the applicant are as follows:

Sr.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for First Phase
1	1 st Year (Fourth year after Lease deed)	1%
2	2 nd Year (Fifth year after Lease deed)	2%

- b) Failure to complete first phase in the first five years may lead to cancellation. Under exceptional circumstances, CEO, GNIDA at their discretion may allow a time extension beyond the 2nd year with the following charges on the pro-rata land:

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for First Phase
1	3 rd Year (Sixth year after Lease deed)	3%
2	4 th Year (Seventh year after Lease deed)	4%

- c) However, under no circumstances shall the time extension for first phase extend beyond seven years and such cases will face cancellation.
- d) The current norms for penalty for construction of balance FAR i.e. Final Phase FAR (90% of permissible FAR or sanctioned FAR, whichever is higher) minus First Phase (minimum FAR), for reference, the applicant is advised to refer to office order No. ग्रेनो/बिल्डर्स/का0आ10/2022/09 dated 06.01.2023. and the pro rata land time extension charges mentioned below are as follows:

प्रबन्धक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED
विधान मन्त्री
Authorised Signatory



For ELDECO REAL ESTATE LIMITED
Authorized Signatory

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for Balance FAR*
1	1 st Year (Eighth year after Lease deed)	1%
2	2 nd Year (Ninth year after Lease deed)	2%
3	3 rd Year (Tenth year after Lease deed)	3%
4	4 th Year (Eleventh year after Lease deed)	4%
5	5 th Year (Twelfth Year after Lease deed)	5%
6	6 th Year (Thirteenth Year after Lease deed)	6%

*The maximum time limit for completion of whole projects is 13 years from the date of lease deed.

*Time extension charges for the Balance FAR shall be calculated on pro rata land after deducting the minimum permissible FAR. Any decision to provide time extension beyond the 13th Year will be taken on merits by CEO, GNIDA, whose decision in this regard will be final and binding. All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

GNIDA reserves the right to make any amendments or alteration as it finds expedient in the norms/orders specified above and all such amendments or alterations shall be binding.

The prevailing building bye laws for minimum built up area (% of total permissible FAR) is as follows:

Size of Plots	Min. Built up Area (% of total permissible FAR)
Up to 4,000	50
4,000 – 10,000	40
10,000 – 20,000	35
20,000 – 1,00,000	30
1,00,000 – 2,00,000	25
2,00,000 – 4,00,000	20
Above 4,00,000	15

All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

- 1) The Allottee / lessee expressly agrees that no layout and / or building plan shall be approved and communicated unless all outstanding towards premium, lease rent etc. as on the date of submission of application and up to the date of approval have been duly paid to the Authority. Likewise, no Completion Certificate or Occupancy Certificate shall be issued by the Authority until all outstanding towards premium lease rent etc. have been duly paid to the Authority.
- 2) The Allottee / lessee shall not put any of its Allottee of flat space into possession for any reasons whatsoever whether for fitment etc. prior to issue of Completion Certificate / Occupancy Certificate AND without clearing all dues.
- 3) The Allottee / lessee shall not be entitled to seek change / alteration under approved layout plans except in line with applicable bye-laws and all applicable statutory provisions like RERA etc.

प्रबन्धक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED
विद्यार्थी
Authorised Signatory



For ELDECO REAL ESTATE LIMITED

Authorized Signatory

Signature of the Authorized Signatory

- 4) Real Estate (Regulation and Development Act) 2016, UP Apartments ACT where applicable, and the rules made under it will be followed by the developer. n the lessee/allottee.

5. MORTGAGE

- i. 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.
- ii. 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 flat/built-up space.
- iii. Blanket permission to Mortgage (facilitate the loan process of buyers/ sub-lessee) may be granted by the Lessor/ GNIDA as per prevailing norms provided there are no dues outstanding on the date of issue of PTM

6. TRANSFER OF PLOT

- 1) No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.
- 2) No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.
- 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 by the Allottee and after the following:
 - i. payment of prescribed fees/charges,
 - ii. clearance of all up to date dues, and
 - iii. overdue instalment towards premium of land
- 4) 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.
- 5) Transfer/Sub-lease of Flats (Sub-lease):
 - i) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
 - ii) The sub-lessee undertakes to put to use the premises for the residential use only.
 - iii) First sale/transfer of a flat/plot to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the Authority in writing.
 - iv) No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.

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- v) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges

7. MISUSE, ADDITIONS, ALTERATIONS ETC.

- i. The Lessee/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. 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.
- ii. 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.
- iii. 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.

8. LIABILITY TO PAY TAXES

The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

9. OVERRIDING POWER OVER DORMANT PROPERTIES

GNIDA reserves the right to all mines, minerals, coals, goldwashing, 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.

10. MAINTENANCE

- i. The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.

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- ii. 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. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor 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.
- iii. No objection on the amount spent on maintenance of the buildings and the common services, will be entertained by the Lessor and the decision of Lessor in this regard shall be final and binding on the Lessee or its Allottees / Sub-lessee(s).
- iv. The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, Bye-laws, directions and guidelines of Greater GNIDA Industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976, RERA Act and UP apartments Act 2010 and Rules made therein, and any other Act and Rules, from time to time.
- v. In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

11. CANCELLATION OF LEASE DEED (SECTION-3.20 OF SCHEME BROCHURE) -

- 1) Cancellation of Lease Deed shall be as per the prevailing policy of the Authority. The current prevailing policy for reference of the LESSEE is as follows:
- 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) If the allotment is cancelled on the grounds mentioned in under Clause 3.20.2 (i) 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,

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thereof. Without prejudice to the aforesaid, the Authority shall also have the liberty to initiate legal action against such allottee/ lessee.

- 4) If the allotment is cancelled on the grounds mentioned in Clause 3.20.2 (ii) or Clause 3.20.2 (iii) above, 30% of the total premium of plot after e-auction or total premium deposited (whichever is less) shall be forfeited in favour of GNIDA. Balance amount after recovering the lease rent till date of cancellation, if any, and after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.
- 5) After cancellation of the plot 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.

12. Surrender

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-

- i. The issuance of allotment letter or before 90 days after the issuance of allotment letter then the entire EMD will get forfeited.
- ii. Under no circumstances, request for surrender shall be entertained after receiving full premium discovered through e-auction within 90 days from the date of issue of Allotment Letter.
- iii. During the bid process, it shall be the responsibility of the bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money Deposit
- iv. The date of surrender in the above case shall be the date on which the application for surrender is received online via "NiveshMitra". No subsequent claim on the basis of any postal certificate etc. will be entertained. 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 GNIDA.

13. Restoration

GNIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorized 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.

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- 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.
- 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.

14. OTHER CLAUSES

- i. 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 just and expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee.
- ii. 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.
- iii. 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.
- iv. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
- v. In case there is any change of reserve price of allotment from any order of honorable 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.

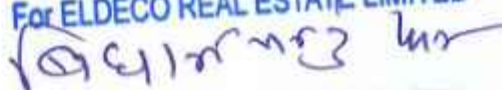


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- vi. GNIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- vii. The Lessee/ sub-Lessee of the Lessee shall be liable to pay all taxes/ charges levied by Government of UP or any other department empowered to do so.
- viii. 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), RERA, UP Apartment Act 2010/2016 and such rules, regulations or directions as are issued there under from time to time.
- ix. Dwelling units/ flats shall be used for residential purpose only. In case of default, the allotment shall be liable for cancellation and the allottee/ Lessee/ sub lessee shall not be paid any compensation thereof.
- x. Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at GautamBudh Nagar or the High Court at Allahabad (Prayagraj).
- xi. 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.
- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. 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.
- xvii. 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.
- xviii. The Lessee / its allottee / sub Lessee shall follow all the rules and regulations of RERA and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.
- xix. The Allottee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management.

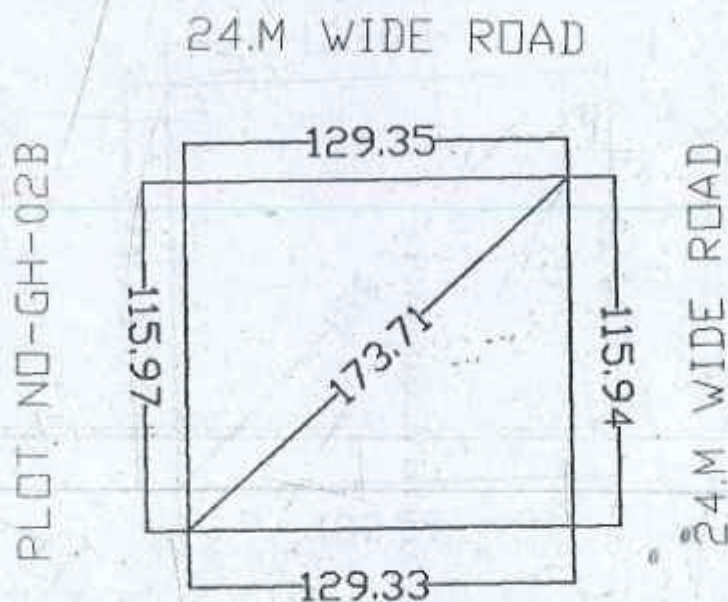
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ग्रेटर नोएडा प्राधिकरण

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PLOT NO-GH-02D

hadu
9/11/23
प्रमुख (बिल्डर्स)
ग्रेंडर नोएडा प्राधिकरण

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विधानमंडल
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REA-14998.00 SQM

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

POSSESSION TAKEN OVER

POSSESSION HANDED OVER



THE PLAN OF
PLOT NO-GH-02C
CTOR-12
GRATER NOIDA.

PROJ. DEPTT.

ASST. MANAGER

MANAGER

SR. MANAGER

LAND DEPTT.

LEKHPAL

N. TEHSILDAR

TEHSILDAR

LAW DEPTT.

A.L.O.

MANAGER

PLNG. DEPTT.

SR. DRAFTSMAN

SR. EXECUTIVE MGR



GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY

For ELDECO REAL ESTATE LIMITED
Authorized Signatory

Handwritten signature
Date: 12/12/2019
Place: Mumbai





4 Annexures

xxx. Land Rates 2022-23 (Office order: 27314/GN/Finance/2022-23 Dated: 19/04/2022)



ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण

प्लॉट-01, सेक्टर-01, ग्रेटर नौएडा सिटी, ग्रेटर नौएडा नगर (उत्तर प्रदेश)
 Website: www.greaternoidaauthority.org Email: id: authority@greaternoida.org

पत्रांक :- 27314 / देवी / वि. / 2022-23

दिनांक: 19/04/2022

कार्यालय आदेश

प्राधिकरण की 128वां बोर्ड बैठक दिनांक 05.04.2022 के अनुसूचक मद संख्या: 120/18 में प्राधिकरण की विभिन्न परिसम्पत्तियों के वित्तीय वर्ष 2022-23 हेतु भू-आवृत्त दरों का निर्धारण का प्रस्ताव माह संचालक मण्डल में सभ्य प्रस्तुत किया गया था। संचालक मण्डल द्वारा लिये गये निर्णय से अनुपालन में वर्ष 2022-23 हेतु प्राधिकरण की विभिन्न परिसम्पत्तियों की अनुमोदित दरें संवत्सर, क्षेत्रवार निम्नवत् हैं:-

SALE PRICE OF VARIOUS LAND USES FOR YEAR 2022-23

Rate Analysis of Industrial Plots in Greater Noida Region(Sq. Meter)					
GNIDA Approved Rates and Slabs					
ZONE	Sector	Upto 1000	1001-20000	20001-80000	Above 80000
A	ECOTECH-1, ECOTECH 3, ECOTECH1-EXTENSION-2, ECOTECH 12, Sector 40-41, ECOTECH-06	25,000	20,500	19,500	18,500
B	ECOTECH 2, ECOTECH 4	20,000	15,500	14,500	13,500
C	ECOTECH 7, ECOTECH 8, ECOTECH 10, ECOTECH 11, ECOTECH 16	18,000	13,500	12,500	11,500
D	(FUTURE SECTORS) ECOTECH-09, ECOTECH-14, ECOTECH-17, ECOTECH-18, ECOTECH-19, ECOTECH-20, ECOTECH-21	15,000	11,500	10,500	9,500

Rate Analysis of Residential Plots in Greater Noida Region(Sq. Meter)		
GNIDA Approved Rates and Slabs		
ZONE	Sector	All Slab
A	ALPHA 1, ALPHA 2, GAMMA 1, GAMMA 2, BETA 1, BETA 2, DELTA -1,2,3 & SWARN NAGRI	39,000
B	CHI 2, CHI 3, CHI 4, CHI 5, CHI-PHI EXT. P 1, P 2, P 3, P 4, P 5, P 6, P 7, P 8, PI 1, PI 2, PHI 1, PHI 2, PHI 3, PHI 4, PHI-CHI SECTOR-35 & SECTOR-37, SECTOR 2, SECTOR -3.	36,000
C	ETA 1, OMICRON 1, OMICRON 1A, OMICRON 2, OMICRON 3, XU 1, XU 2, XU 3, ZETA 1, ZETA 2, MU 1, MU 2, SIGMA 1, SIGMA 2, SIGMA 3, SIGMA 4	34,000
D	SECTOR 1, SECTOR 11, SECTOR 12, SECTOR 16, SECTOR 4, SECTOR 16C, SECTOR 17, SECTOR 20, Sector-Tech zone.	29,000

Rate Analysis of Builders Plots in Greater Noida Region(Sq. Meter)		
GNIDA Approved Rates and Slabs		
ZONE	Sector	All Slab
A	ALPHA 1, ALPHA 2, GAMMA 1, GAMMA 2, BETA 1, BETA 2, DELTA -1,2,3 & SWARN NAGRI (TAU), SECTOR 27	45,000
B	OMEGA 1, OMEGA 2, OMEGA 3, CHI 1, CHI 2, CHI 3, CHI 4, CHI 5, PI 1, PI 2, PHI 1, PHI 2, PHI 3, PHI 4, SECTOR-36 (RHO-1), SECTOR-37 (RHO-2), TECHZONE 4.	42,000
C	ETA 1, ETA 2, OMICRON 1, OMICRON 1A, OMICRON 2, OMICRON 3, XU 1, XU 2, XU 3, ZETA 1, ZETA 2, MU 1, MU 2, SIGMA 1, SIGMA 2, SIGMA 3, SIGMA 4, PSI.	40,000
D	SECTOR 1, SECTOR 2, SECTOR 3, SECTOR 4, SECTOR 5, SECTOR 6, SECTOR 10, SECTOR 11, SECTOR 12, SECTOR 16, SECTOR 16B, SECTOR 16C, SECTOR 17, SECTOR 17A, SECTOR 17B, SECTOR 20	35,000

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(Name)
(Signature)
Date



Rate Analysis of Commercial FAR-2 Plots in Greater Noida Region(Sq. Meter)		
GNIDA Approved Rates and Slabs		
ZONE	Sector	All Slab
A	ALPHA 1, ALPHA 2, GAMMA 1, GAMMA 2, BETA 1, BETA 2, DELTA-1,2,3 & SWARN NAGRI, SECTOR-27 K, P 1, P 2	55,000
B	OMEGA 1, OMEGA 2, OMEGA 3, CHI 1, CHI 2, CHI 3, CHI 4, CHI 5, P1, P2, P 3, P 4, P 5, P 6, P 7, P 8, PHI 1, PHI 2, PHI 3, PHI 4, PHI-CHI, KP-1, KP 2, SECTOR-36, SECTOR-37	54,000
C	ETA 1, ETA 2, OMICRON 1, THETA-1, II, OMICRON 1A, OMICRON 2, OMICRON 3, XU 1, XU 2, XU 3, ZETA 1, ZETA 2, MU, MU 1, MU 2, SIGMA 1, SIGMA 2, SIGMA 3, SIGMA 4, PSI, ECOTECH 1, 1(EXTENTION), ECOTECH 2, ECOTECH-3, ECOTECH 12, TECHZONE-4, ECOTECH 11, TECHZONE-7, ECOTECH 3, ECOTECH 6, SECTOR 2, SECTOR 3	53,000
D	SECTOR 1, SECTOR 4, SECTOR-5(W5), SECTOR-6, SECTOR 10, SECTOR 11, SECTOR 12, SECTOR 16, SECTOR 16A, SECTOR 16C, SECTOR 17, SECTOR 17A, SECTOR 17B, SECTOR 20, ECOTECH 13, BUS DEPOT KASNA, VOYCITY	52,000

Rate Analysis of Commercial FAR-4 Plots in Greater Noida Region(Sq. Meter)		
GNIDA Approved Rates and Slabs		
ZONE	Sector	All Slab
A	ALPHA 1, ALPHA 2, GAMMA 1, GAMMA 2, BETA 1, BETA 2, DELTA-1,2,3 & SWARN NAGRI, P1, P2, OMEGA 2-3	75,000
B	OMEGA 1, CHI 1, CHI 2, CHI 3, CHI 4, PHI 1, PHI 2, PHI 3, PHI-CHI, KP-1, KP 2, SECTOR-36, SECTOR-37, CHI-HI EXTENTION P-1,2,3,4,5,6,7&8, SECTOR-PHI-4	70,000
C	ETA 1, ETA 2, OMICRON 1, THETA-1, II, OMICRON 1A, OMICRON 2, OMICRON 3, XU 1, ZETA 1, ZETA 2, MU, MU 1, MU 2, SIGMA 1, SIGMA 2, SIGMA 3, SIGMA 4, ECOTECH 1(EXTENTION), ECOTECH 2, ECOTECH 12, TECHZONE-4, ECOTECH 11, TECHZONE-7, ECOTECH-3, ECOTECH-6, SECTOR 2, SECTOR 3, XU-2 & 3, PSI	67,000
D	SECTOR 1, SECTOR 4, SECTOR-5(W5), SECTOR-6, SECTOR 10, SECTOR 11, SECTOR 12, SECTOR 16, SECTOR 16A, SECTOR 16C, SECTOR 17, SECTOR 17A, SECTOR 17B, SECTOR 20, ECOTECH 13, VOYCITY	65,000

Rate Analysis of Institutional Plots in Greater Noida Region(Sq. Meter)					
GNIDA Approved Rates and Slabs					
ZONE	Sector	Upto 5000	5001-25000	25001-100000	Above 100000
A	ALPHA 1, ALPHA 2, GAMMA 1, DELTA-1,2,3, GAMMA 2, BETA 1, BETA 2, SWARN NAGRI, KNOWLEDGE PARK-1, KNOWLEDGE PARK -2, KNOWLEDGE PARK 3, KNOWLEDGE PARK -4 & 5, TECHZONE- II & IV, Ecotech -1 Extn-1.	22,500	21,000	19,000	17,000
B	OMEGA 1, OMEGA 2, CHI 2, CHI 3, CHI 4, CHI 5, OMEGA(P 1, P 2, P 3, P 4, P 5, P 6, P 7, P 8), P1, P12, PHI 1, PHI 2, PHI 3, PHI 4, ETA 1, ETA 2, OMICRON 1, OMICRON 1A, OMICRON 2, Sector-36 (RHO-I), Sector-37 (RHO-II), OMICRON 3, XU 1, XU 2, XU 3, ZETA 1, ZETA 2, MU, MU 1, SIGMA 1, SIGMA 2, SIGMA 3, SIGMA 4, PSI, SECTOR 2, SECTOR 3, TECHZONE, TECHZONE-VII	20,500	19,000	17,000	15,000
C	SECTOR 1, SECTOR 4, SECTOR 10, SECTOR 12, SECTOR 16, SECTOR 16A, Ecotech- 2,3, Sector 17A	18,500	17,000	15,000	13,000

A. Rate Analysis of IT Park Captive Plots in Greater Noida Region(Sq. Meter)					
GNIDA Approved Rates and Slabs					
ZONE	Sector	Upto 5000	5001-25000	25001-100000	Above 100000
A	TECHZONE- II, TECHZONE-IV/K.P-I, K.P-II, K.P-III, K.P-IV, K.P-V	22,500	21,000	19,000	17,000
B	TECHZONE, CHI-V, TECHZONE-07	20,500	19,000	17,000	15,000

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**B. I.T. Business Park:-**

- Plot Size will be of above 2,000 sqm in area.
 - Flat Rate of Rs. 50,000.00 per sqm is approved.
- Sector: Techzone- II, Techzone-IV, K.P-I, K.P-II, K.P-III, K.P-IV, K.P-V, TECHZONE, CH- V AND TECHZONE-07.

Rate Analysis of Hospital/Nursing Homes Plots in Greater Noida Region(Sq. Meter)

GNIDA Approved Rates and Slabs			
ZONE	Sector	Upto 4000	4001-10000
A	ALPHA 1,ALPHA 2,BETA 1,GAMMA 2,DELTA 1,DELTA 2, GAMMA 1,DELTA 3,OMEGA 1,OMEGA 2, SECTOR 4,SECTOR 36(R.H.O 1) and SECTOR 37(R.H.O 2), ECOTECH 1 (SECTOR-31), ECOTECH 3, ECOTECH 12, KNOWLEDGE PARK 1, KNOWLEDGE PARK 2, KNOWLEDGE PARK 3, BETA 2	34,000	24,000
B	P 4,P 6,P 8,PHI 1,SECTOR 3, SECTOR 1, P 3,P 7,PHI 2,PI 1,PI 2,ECOTECH 2, ECOTECH 6, SWARN NAGRI (TAU), KNOWLEDGE PARK-4	33,000	22,000
C	P 5,BETA 1,ETA 2,SECTOR 2 and SECTOR 16, MU, OMICRON 1A,OMICRON 1,XU-1,OMICRON 3,OMICRON 2,CH 1, SIGMA 1, SIGMA 2, OMEGA 3, ZETA 1,ZETA 2, ECOTECH 1, ECOTECH 1 (EXTN), ECOTECH ONE EXT 1, ECOTECH 4, SECTOR-16 (INDUSTRIAL), KNOWLEDGE PARK-5, PHI- 4	32,000	20,000
D	CHI 2,CHI 3,CHI 4,PHI 3,MU 2,XU-2,SECTOR 10,SECTOR 12,SECTOR,PSI, SIGMA 3,SIGMA 4 2,PSI 1,MU 1, ECOTECH 7, ECOTECH 8, ECOTECH 10, ECOTECH 11 AND SECTOR-18, SECTOR-23	31,000	18,000

Rate Analysis of Religious Plots in Greater Noida Region(Sq. Meter)

GNIDA Approved Rates and Slabs		
ZONE	Sector	All Slab
A	ALPHA 1,ALPHA 2,BETA 1,GAMMA 2,DELTA 1,DELTA 2, GAMMA 1,DELTA 3,OMEGA 1,OMEGA 2, SECTOR 4,SECTOR 36(R.H.O 1) and SECTOR 37(R.H.O 2), ECOTECH 1 (SECTOR-31), ECOTECH 3, ECOTECH 12, KNOWLEDGE PARK 1, KNOWLEDGE PARK 2, KNOWLEDGE PARK 3, BETA 2	18,000
B	P 4,P 6,P 8,PHI 1,SECTOR 3, SECTOR 1, P 3,P 7,PHI 2,PI 1,PI 2,ECOTECH 2, ECOTECH 6, SWARN NAGRI (TAU), KNOWLEDGE PARK-4	16,000
C	P 5,BETA 1,ETA 2,SECTOR 2 and SECTOR 16, MU, OMICRON 1A,OMICRON 1,XU-1,OMICRON 3,OMICRON 2,CH 1, SIGMA 1, SIGMA 2, OMEGA 3, ZETA 1,ZETA 2, ECOTECH 1, ECOTECH 1 (EXTN), ECOTECH ONE EXT 1, ECOTECH 4, SECTOR-16 (INDUSTRIAL), KNOWLEDGE PARK-5, PHI- 4	14,000
D	CHI 2,CHI 3,CHI 4,PHI 3,MU 2,XU-2,SECTOR 10,SECTOR 12,SECTOR,PSI, SIGMA 3, SIGMA 4 2,PSI 1,MU 1, ECOTECH 7, ECOTECH 8, ECOTECH 10, ECOTECH 11 AND OTHER LAND AREA WHICH IS NOT ENCLOSED IN ANY SECTOR LIKE NIGHT SAFARI, SECTOR-18, SECTOR-23	12,000

Rate Analysis of Milk Booth/Vegetable Plots in Greater Noida Region(Sq. Meter)

GNIDA Approved Rates and Slabs		
ZONE	Sector	All Slab
A	ALPHA 1,ALPHA 2,BETA 1,GAMMA 2,DELTA 1,DELTA 2, GAMMA 1,DELTA 3,OMEGA 1,OMEGA 2, SECTOR 4,SECTOR 36(R.H.O 1) and SECTOR 37(R.H.O 2), ECOTECH 1 (SECTOR-31), ECOTECH 3, ECOTECH 12, KNOWLEDGE PARK 1, KNOWLEDGE PARK 2, KNOWLEDGE PARK 3, BETA 2	22,000
B	P 4,P 6,P 8,PHI 1,SECTOR 3, SECTOR 1, P 3,P 7,PHI 2,PI 1,PI 2,ECOTECH 2, ECOTECH 6, SWARN NAGRI (TAU), KNOWLEDGE PARK-4	20,000

Page 3

For ELDECO REAL ESTATE LIMITED
 24/11/23
 Authorised Signatory

प्रबंधक (विल्डर्स)
 ग्रेटर नोएडा प्राधिकरण

Authorized Signatory
For ELDECO REAL ESTATE LIMITED



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महेश कुमार



C	P, ZETA 1, ZETA 2, SECTOR 7 and SECTOR 16, MU, OMICRON 1A, OMICRON 1, XU-1, OMICRON 1, OMICRON 2, CH 1, SIGMA 1, SIGMA 2, OMEGA 3, ZETA 1, ZETA 2, ECOTECH 1, ECOTECH 1 (EXTN), ECOTECH ONE EXT 1, ECOTECH 4, SECTOR-10 (INDUSTRIAL), KNOWLEDGE PARK-5, PH-4	18,000
D	GH 3, GH 3, CH 4, PH 1, MU 2, XU-2, SECTOR 10, SECTOR 12, SECTOR, PSI, SIGMA 3, SIGMA 4 2, PSI 1, MU 1, ECOTECH 7, ECOTECH 8, ECOTECH 10, ECOTECH 11 AND OTHER LAND AREA WHICH IS NOT ENCLOSED IN ANY SECTOR LINE, NIGHT SAFARI SECTOR-18, SECTOR-23	16,000

- संचालक समित्त द्वारा निर्धारित किया गया कि Milk Booth/Vegetable Booth के भूखण्डों को भीड़भाड़/Auction के माध्यम से आवंटित किया जाए। यदि मधुरधरी-अथवा अन्य सरकारी/सहकारी जैसी संस्था द्वारा प्रकर को भूखण्ड को लेने में इच्छुक हो तो अनुमोदित विज्ञापन प्रारंभ की घंटी में 10 अतिरिक्त घनसक्ति अतिरिक्त लेते हुए आवंटित कर दिया जाए।
- उपरोक्त जमीन में अंकित किये गये सैक्टरों में से यदि कोई भी सैक्टर किसी कारणवश छूट गया हो अथवा किसी सैक्टर के विरोधाभास की स्थिति उत्पन्न होती है अथवा भविष्य की योजनाओं हेतु अंकित की गयी सैक्टर एवं दर्जे के पुनर्विभाग एवं पर निर्धारण हेतु दर निर्धारण समिति परीक्षण कर मुख्य कार्यपालक अधिकारी महोदय से अनुमोदन प्राप्त कर कार्यवाही करना सुनिश्चित करेंगे।
- मैट्रो कॉरिडोर के संरक्षण में दोनों तरफ 1 किमी० क्षेत्रफल में प्रभावित भूखण्डों पर भू-उपयोगिता के अन्तर्गत 10 प्रतिशत प्रचलित भू-आवंटन दर से अधिक लिया जा रहा है। अतः उक्त प्रभावित सम्पत्तियों पर पूर्ण में आरोपित की जा रही 2 प्रतिशत अतिरिक्त अंतरण शुल्क को सम्भाल कर दिया जाए। साथ ही रतनस परिसम्पत्ति विभाग मैट्रो कॉरिडोर के संरक्षण क्षेत्र में आने वाली भूखण्डों की योजनाओं के निर्वाह प्रारंभ में प्रचलित भू-आवंटन दर में 10 प्रतिशत जोड़ती हुई योजना लागू करें। इस अवश्य से सम्बन्धित प्रोशर एवं आवंटन पत्र में भी उल्लेख करेंगे।

सक्त आदेश दिनांक 01.04.2022 से प्रभावी होगा।

(अमनदीप डुली)

अपर मुख्य कार्यपालक अधिकारी

प्रतिलिपि-

- रतनस अधिकारी को, मुख्य कार्यपालक अधिकारी महोदय के अवलोकनार्थ।
- अपर मुख्य कार्यपालक अधिकारी (एएएस/डी) को सूचनाार्थ।
- रतनस विभागपाल () को आवश्यक कार्यवाही हेतु।
- रतनस महानगरपाल (सिस्टम) को इस आशय को साथ प्रेषित कि उक्त घंटी की सूची प्राधिकरण की वेबसाइट पर अपलोड करने हेतु।
- प्रभासी (विधि) को सूचनाार्थ।
- गार्ड फाइल।

अपर मुख्य कार्यपालक अधिकारी

For ELDECO REAL ESTATE LIMITED
विधान 203
Authorised Signatory

प्रबन्धक (विल्डरी)
ग्रेटर नौएडा प्राधिकरण

Authorised Signatory
ELDECO REAL ESTATE LIMITED



(Signature)
Date: _____

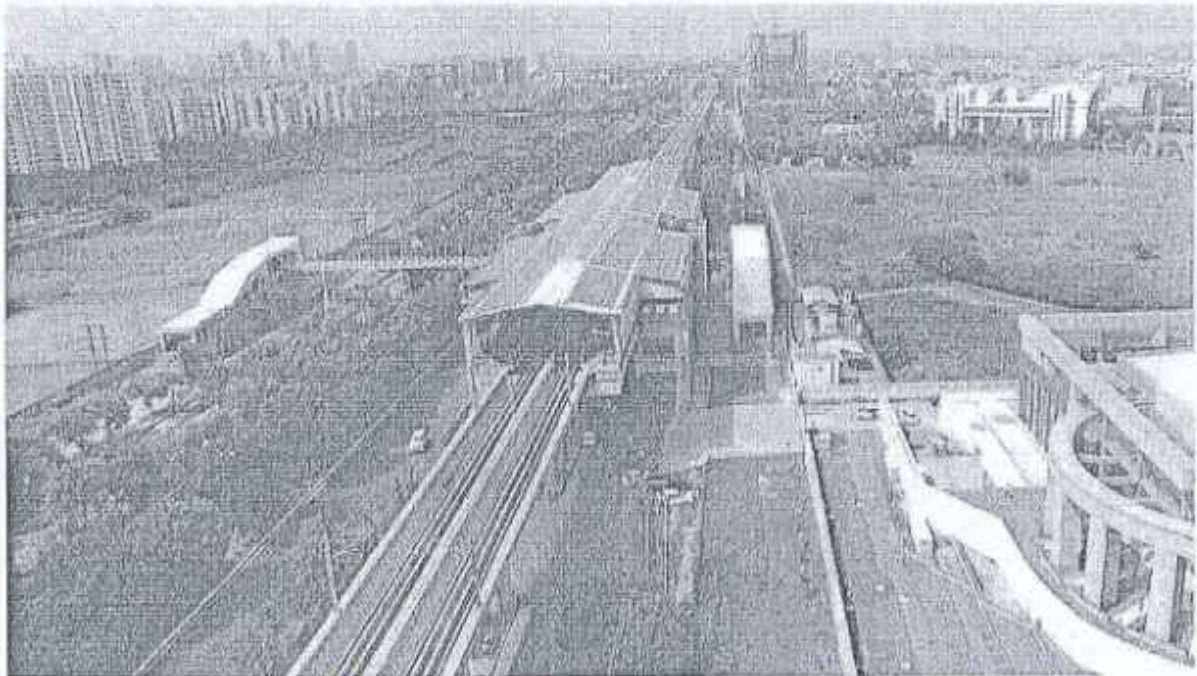


Greater GNIDA Industrial Development Authority

Plot No. 1, Knowledge Park IV, Greater GNIDA, Uttar Pradesh 201310

**SCHEME FOR
BUILDER PLOTS IN GREATER GNIDA**

(SCHEME CODE: 2022)



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प्रबन्धक (विल्डर्स)
ग्रैंटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED
विधागपट्टे म
Authorised Signatory

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For ELDECO REAL ESTATE LIMITED
Authorized Signatory

Signature (Printed)
Date (Printed)



Data sheet	1
1 Section I: Instructions to the Applicants	3
1.1 Definitions:	3
1.2 Eligibility Criteria	4
1.3 Financial Eligibility	5
1.4 How to Apply	5
1.5 Language and currency	7
1.6 Applicant's responsibility	7
1.7 Documents required with Application	7
1.8 Extension of time limit for deposit of Allotment money	8
1.9 Allotment Process	8
1.10 Payment Schedule	9
1.11 Unsuccessful applicants	10
2 Section II: Instructions to the Applicants	11
2.1 Implementation & Extension:	11
2.2 Development Norms:	13
2.3 Permissible Norms	13
3 Section III: General terms and conditions	14
3.1 ESCROW Account	14
3.2 Execution of Lease Deed	14
3.3 Lease Rent	14
3.4 Location charges	15
3.5 Possession of the plot	15
3.6 Variation in actual area of allotted plot	15
3.7 As is where basis/ Lease period	15
3.8 Surrender	15
3.9 Change in Constitution (CIC)	15
3.10 Change in Shareholding (CIS)	16
3.11 Transfer of Plot & Flats (Sub-lease)	16
3.12 Role of GNIDA as per IBC 2016	17
3.13 Maintenance	18
3.14 Permission to Mortgage	19
3.15 Misuse, Additions, Alterations, etc	19
3.16 Indemnity	19
3.17 Liability to Pay Taxes	20
3.18 Overriding Power over Dormant Properties	20
3.19 Consequences of mis-representation	20
3.20 Cancellation of Lease Deed	20

प्रबन्धक (विल्डर्स)
ग्रेंटर नौएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED

विधानमंडल
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3.21	Restoration	20
3.22	Duty of Lessee to act, provide information etc.	21
3.23	Amalgamation/Sub-division	22
3.24	Other Clauses	22
4	Section IV: Technical forms.....	25
4.1	Form No. 1: Application Form.....	25
4.2	Form No. 2: Financial Statement of Turnover	27
4.3	Form No. 3: Financial Statement of Net Worth.....	28
4.4	Form No. 4: Solvency Certificate.....	29
4.5	Form No. 5: Format for Affidavit	30
4.6	Form No. 6: Format for Affidavit (Non-Defaulter Declaration)	31
5	Annexures	32
5.1	Land Rate (2022-2023).....	32



For ELDECO REAL ESTATE LIMITED
 दि. ११/०८/२०२३
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प्रबन्धक (विल्डर्स):
 ग्रेटर नोएडा प्राधिकरण



ELDECO REAL ESTATE LIMITED

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Real Estate Council of Ontario
Regulated by the Government of Ontario



Data sheet

#	Head	Details						
1.	Date of issue of the scheme brochure	As mentioned in the portal						
2.	Date of closure of the scheme/last date of submission of application form	As mentioned in the portal						
3.	Contact person, designation and contact details (address and phone nos.) in the Authority office	Builder Department Greater GNIDA Industrial Development Authority Plot No: 01, Knowledge Park IV, Greater GNIDA Uttar Pradesh 201310 Phone No: +91-120 2336030 Website: https://www.greaterGNIDAauthority.in/						
4.	Allotment method for the scheme	e-Auction						
5.	Availability of scheme brochure (GNIDA)	Can be downloaded from the Authority's website https://www.greaterGNIDAauthority.in/ https://etender.sbi						
6.	Processing Fee	<table border="1"> <tr> <td>For plots up to 5000 Sqm</td><td>For plots more 5000 Sqm but up to 10000 Sqm</td><td>For plots more 10,000 Sqm</td></tr> <tr> <td>INR 1.15 Lakhs (Inclusive of GST)</td><td>INR 2.15 lakhs (Inclusive of GST)</td><td>INR 4.15 lakhs (Inclusive of GST)</td></tr> </table>	For plots up to 5000 Sqm	For plots more 5000 Sqm but up to 10000 Sqm	For plots more 10,000 Sqm	INR 1.15 Lakhs (Inclusive of GST)	INR 2.15 lakhs (Inclusive of GST)	INR 4.15 lakhs (Inclusive of GST)
For plots up to 5000 Sqm	For plots more 5000 Sqm but up to 10000 Sqm	For plots more 10,000 Sqm						
INR 1.15 Lakhs (Inclusive of GST)	INR 2.15 lakhs (Inclusive of GST)	INR 4.15 lakhs (Inclusive of GST)						
7.	Earnest Money Deposit/ Registration Money	10% of premium/ cost of plot						
8.	Allotment Money	100 percent of total Premium/cost of the plot after adjusting Earnest Money/Registration Money shall be deposited by the successful bidder within 90 days of the date of issuance of Allotment Letter without interest. In case, the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of the plot shall be cancelled, and money deposited as Earnest Money/ Registration Money shall be forfeited.						
9.	Payment Schedule	100% within 90 days from the issue of Allotment letter.						
10.	Mortgage permission fee	As per the prevailing policy of the Authority, if at all, at the time of submission of Permission to Mortgage request letter by the Allottee and after payment of the prescribed Fees/Charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/ GNIDA the date permission is granted.						
11.	Transfer	No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor. 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.						
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.						

For ELDECO REAL ESTATE LIMITED

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प्रबंधक (बिल्डर्स)
ग्रेटर नौएडा प्राधिकरण



FOR ELDECO REAL ESTATE LIMITED

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ԱՌԱՋՈՒԹՅԱՆ ՄԻՆԻՍՏԵՐԱՆ



#	Head	Details
13.	Location charges	As per Clause No. 3.4
14.	Permissible development activity	Only Residential and Support activities as per the Master Plan of Greater GNIDA are permitted on these plots.
15.	Norms of development	1. FAR: As per Building Byelaws 2. Norms related to permissible Ground Coverage, setbacks and permissible height shall be as per Building Byelaws of the GNIDA at the last date of Bid Submission. 3. Other norms for development/construction shall be as per the applicable Building Regulations of GNIDA at the last date of Bid Submission. 4. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations at the last date of Bid Submission of GNIDA shall prevail.
16.	Reserve Price	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: 27314/GN/Finance/2022-23 Dated: 19/04/2022) including metro location charges, if applicable.
17.	Rate of annual Lease Rent	1% of the total premium of the plot shall be increased automatically by 50% every ten years.
18.	Construction Period	As per clause No. 2.1: The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the GNIDA in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the GNIDA within a period of three years from the date of execution of lease deed. In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, extension charges on the pro-rata land shall be applicable as per the prevailing policy, at the time of grant of such extension. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto
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	Allowed but will remain unchanged till Completion of full project.

For ELDECO REAL ESTATE LIMITED

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For ELDECO REAL ESTATE LIMITED

Authorized Signatory



(Signature)
Date: / /



1 Section I: Instructions to the Applicants

1.1 Definitions:

- i. "Authority" means the Greater GNIDA 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 e-brochure and is expected to be deposited by the Allottee within the given time period
- v. "Allottee" is the person whose bid for allotment has been approved by the competent officer
- vi. "Allotment committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment under the advertised scheme.
- vii. "Applicant/Bidder" is the person/entity who has submitted bid in response to this scheme.
- viii. "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
- ix. "Consortium" refers to the group of entities (not exceeding 5) jointly submitting the tender/proposal as a Tenderer. Each of the members of the Consortium shall individually be referred to as "Consortium Member".
- x. "Day" means calendar day
- xi. "Occupancy certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as fit for occupancy post completion
- ii. "Functional certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
- i. "Government" means the Government of Uttar Pradesh
- ii. "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.
- iii. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
- iv. "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.
- v. "Lessee" is the person/entity who holds the lease of a property or tenant
- vi. "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is GNIDA.
- vii. "Transfer Deed" refers to the Document (instrument) by which a property (herein land) is conveyed from its owner (in this case GNIDA) to its tenant.
- viii. "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
- ix. "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.
- x. "Reserve Price" is the minimum price as determined by the Authority for this scheme/property and would act as the base price at which the bidding starts.

प्रबन्धक (बिल्डर्स)
ग्रेटर नॉएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED

3
Authorised Signatory

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form 1041-1

TO: [illegible]
FROM: [illegible]
SUBJECT: [illegible]
DATE: [illegible]

[illegible text block]

[illegible text block]

[illegible text block]

[illegible text block]

[illegible text block]

[illegible text block]



For ELDECO REAL ESTATE LIMITED

Authorized Signatory



- xi. "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. (GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium).
- xii. "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xiii. "P.T.M." Permission to Mortgage.
- xiv. "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/Bid Submission
- iii. "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 can submit Bid(s) for one or more than one plot. The firms and the companies should be registered in India.
- 1.2.2 Bidder(s)/Applicant(s)/Consortium Partner(s) or their Directors or Promoters which are defaulters or as 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.
- 1.2.3 The Bidder should be competent to contract.
- 1.2.4 A separate application form shall be required to be submitted for each plot.
- 1.2.5 In case where the plot is greater than or equal to 10,000 Sqm, the Bidder may form a consortium as per the following conditions:
 - i. Members of Consortium will have to specify one Lead Member who alone shall be authorized to correspond with the Greater GNIDA Authority. Lead Member should be the single largest shareholder having equity stake of at least 30%.
 - ii. Each member of the consortium will have equity stake of at least 5%.
 - iii. The group of entities jointly submitting the Bid as a Consortium shall not exceed 5 (five).
 - iv. The Lead Member and the Consortium Members should jointly qualify the minimum financial requirement of net worth, solvency and turnover in proportion to their percentage shareholding in the consortium created and shall be calculated as illustrated in the following example:
 - a. In case of a consortium with the following shareholding:
 - Lead Member = 51% Share
 - Consortium Member = 20% Share
 - Consortium Member = 20% Share
 - Consortium Member = 9% Share
 - b. In this case, the Net Worth/ Solvency/ Turnover for the consortium shall be sum of Eligible Net Worth/ Solvency/Turnover in proportion to their percentage shareholding in the consortium. The Eligible Net Worth/ Solvency/ Turnover for the individual Consortium Members shall be calculated as follows:
 - Eligible Net Worth/Solvency/Turnover for a Consortium Member = Shareholding Percentage x Net worth of Consortium Member
 - c. For example, If the Total Net Worth of Consortium members is as follows:
 - Lead Member = 50 Crore
 - Consortium Member = 20 Crore
 - Consortium Member = 20 Crore
 - Consortium Member = 20 Crore
 - d. The Eligible Net Worth shall be as follows:
 - Lead Member = 51% x 50 Crore = 25.5 Crore

प्रबन्धक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED
(041) 2723 11

Authorised Signatory



For ELDECO REAL ESTATE LIMITED

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(Signature)
Director General



- Consortium Member = 20% x 20 Crore = 4 Crore
- Consortium Member = 20% x 20 Crore = 4 Crore
- Consortium Member = 20% x 9 Crore = 1.8 Crore

In this case, the Total Eligible Net Worth of Consortium shall be: 25.5 + 4 + 4 + 1.8 = 35.3 Crore

- v. In case of a Consortium, the members shall submit an Irrevocable Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MOA 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 duly registered/notarized with appropriate authority.
- vi. **Special Purpose Company (SPC)**
 - a. In case a plot is allotted to a Consortium, they have to form a Special Purpose Company (SPC) that will subsequently carryout all its responsibilities as the Allottee. The SPC must be necessarily be Firm/Company registered in India with the appropriate Statuary Authority. The shareholding and Lead Member of the SPC shall be same as the MOA signed between all Consortium Members. Lease deed shall be made in favor of the Special Purpose Company (SPC).
 - b. All SPC Members/Shareholders shall be jointly and severally responsible for the successful implementation of the Project.
 - c. All Members/Shareholders of the SPC shall have to maintain 100% shareholding/ownership and their shareholding/ownership percentage shall remain same till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

1.3 Financial Eligibility

1.3.1 The applicants must qualify the following financial eligibility criteria:

#	Parameters	For plots up to 1 lakh Sqm	For plots more 1 lakh Sqm
I	Minimum Net Worth as on end of previous financial year (31.3.2021 or 31.3.2022) from the date of application duly certified by the Bidder/Applicant's statutory auditors/ Chartered Accountant	INR 30 Crores	INR 60 Crores
II	Minimum Solvency as per Certificate not more than 6 months old, from a Nationalised/ Scheduled Bank	INR 5 Crores	INR 10 Crores
III	Minimum Total Cumulative Turnover for the any last 3 accounting years duly audited by the Bidder/Applicant's Statutory Auditors / Chartered Accountant i.e. 2018-19, 2019-20, 2020-21 and 2021-22 as per the last published balance sheets.	INR 100 Crores	INR 200 Crores

1.3.2 Note: Bidder(s)/Applicant(s)/Consortium partners or their Directors or Promoters 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.

1.4 How to Apply

1.4.1 Portal for e-auction <https://etender.sbi> can also be accessed through a link at GNIDA website www.greaterGNIDAauthority.in

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- 1.4.2 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.
- 1.4.3 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.
- 1.4.4 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 is required to deposit a separate EMD for each advertised property.
- 1.4.5 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.
- 1.4.6 Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
- 1.4.7 Bidding will not be permissible below the reserve price/allotment rate of the plot.
- 1.4.8 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.
- 1.4.9 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.
- 1.4.10 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:
- | | |
|---|---|
| B. Net Banking | : For document download fee, processing fee and EMD |
| C. NEFT | : For document download fee, processing fee and EMD |
| D. RTGS | : For EMD |
| E. Branch Option (SBI Cheque) at SBI branch | : For document download fee, processing fee and EMD |
- 1.4.11 Incomplete bid documents will not be considered.
- 1.4.12 The Bidder/Applicant cannot withdraw the offer/ bid once made.
- 1.4.13 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
- 1.4.14 For further inquiries contact: Office of the Desk Officer Builder Department, Plot No. 1, KP IV, Greater GNIDA, Uttar Pradesh 201301 between 10.00 AM to 02.00 PM.

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- 1.4.15 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.
- 1.4.16 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.
- 1.4.17 There will be no correspondence on issues/grounds raised in Disqualified Bids.

1.5 Language and currency

- 1.5.1 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).

1.6 Applicant's responsibility

- 1.6.1 It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:
- The eligibility criteria and other information/requirements, as set forth in the Brochure
 - All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.
- 1.6.2 GNIDA shall not be liable for any mistake or error or neglect by the Applicant.
- 1.6.3 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.

1.7 Documents required with Application

- 1.7.1 Following documents duly signed by the applicant and certified by Chartered Accountant, should be enclosed with the application form for registration:
- In case of Company (Private & Public):**
 - Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
 - Application form as per Annexure No. 4.1.
 - Certified true copy of Memorandum & Articles of Association
 - List of Directors certified by a Chartered Accountant
 - 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.
 - 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.
 - Net Worth Statement certified by the statutory auditors/Chartered Account of the Company as per Form 4.3
 - Audited Annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
 - Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.
 - 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. 4.6
 - In case of Partnership/ Limited Liability Partnership (LLP) Firm:**
 - Attested copy of the Partnership Deed in case of Partnership firm.
 - Attested Copy of the certificate issued by Registrar of Firm.

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- iii. Application form as per Annexure 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 Annexure No. 4.2.
- vii. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.
- viii. 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. 4.6

C. In case of Proprietorship:

- i. Application form as per Annexure No. 4.
- 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 Annexure No. 4.2.
- iv. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.
- v. 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. 4.6

1.8 Extension of time limit for deposit of Allotment money

- 1.8.1 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 Earnest Money will be forfeited by the Authority.

1.9 Allotment Process

- 1.9.1 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.
- 1.9.2 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.
- 1.9.3 In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 1.9.4 In case there are more than 3 applicants for a specific 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. 1.4 - How to Apply.

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Very Respectfully,
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- 1.9.5 In the e-auction process, in case there are less than three qualified bidders, including zero bids participating in the first instance (which shall be for 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. Applications less than 3 received in first / second time in above process, shall be rolled over and carried to the next phase automatically. Hence, they need not reapply.
- 1.9.6 After the e-auction, the Allotment Committee shall recommend the allotment of Plot.
- 1.9.7 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.
- 1.9.8 Applicant has to deposit Allotment Money as mentioned in Data Sheet.
- 1.9.9 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.
- 1.9.10 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.

1.10 Payment Schedule

- 1.10.1 Applicant/Allottee has to make full and final payment of the total premium of the plot (including Earnest Money / Registration Money) within 90 days from the issue of Allotment letter. The 90 days will include the date of issue of Allotment letter.
- 1.10.2 Other conditions:
- Payments can be made with online through Authority's website @ www.greaterGNIDAauthority.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.
 - The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, Gautam Budh Nagar) for execution of the Lease Deed in treasury of district Gautam Budh Nagar and should produce a certificate to the affect in relevant department at GNIDA within 180 days from the issue of allotment letter.
 - The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
 - 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.
 - The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the outstanding Lease Rent, if any, and then towards premium due.
 - 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.
 - In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of commencement of the said

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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.

1.11 Unsuccessful applicants

- 1.11.1 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.



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Date: 10/10/2019



2 Section II: Instructions to the Applicants

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 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 Provision for minimum LIG & EWS housing in the project shall be as per the prevailing policy of GNIDA and Government of Uttar Pradesh.
- 2.1.3 The Allottee will commence the construction after taking over physical possession of the plot as per duly approved building plan and inform in writing to GNIDA about timely completion of the approved project.
- 2.1.4 The Allottee will adhere to the schedule of construction and completion of the project as given in the Data Sheet and inform the Authority in writing in the prescribed format.
- 2.1.5 The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the GNIDA in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the GNIDA within a period of three years from the date of execution of lease deed. In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, extension charges on the pro-rata land area shall be applicable at the time of grant of such extension as approved in 114th Board Meeting held on 31.05.2019 of GNIDA and Office Order No. गेनो / बिल्डर्स / कांअ/ 2019 / 824 dated 04.07.2019.
- 2.1.6 In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
- 2.1.7 Extension for completion 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. The current extension charges on the pro-rata land applicable for construction period shall be applicable as per prevailing norms.
- a) The current norms (First Phase – First Phase shall mean construction of minimum of the total F.A.R as per Building Byelaws.) for reference of the applicant are as follows:

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for First Phase
1	1 st Year (Fourth year after Lease deed)	1%
2	2 nd Year (Fifth year after Lease deed)	2%

- b) Failure to complete first phase in the first five years may lead to cancellation. Under exceptional circumstances, CEO, GNIDA at their discretion may allow a time extension beyond the 2nd year with the following charges on the pro-rata land.

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Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for First Phase
1	3 rd Year (Sixth year after Lease deed)	3%
2	4 th Year (Seventh year after Lease deed)	4%

- c) However, under no circumstances shall the time extension for first phase extend beyond seven years and such cases will face cancellation.
- d) The current norms for penalty for construction of balance FAR i.e. Final Phase FAR (90% of permissible FAR or sanctioned FAR, whichever is higher) minus First Phase (minimum FAR), for reference, the applicant is advised to refer to office order in 'Annexure A' and the pro rata land time extension charges mentioned below are as follows:

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for Balance FAR*
1	1 st Year (Eighth year after Lease deed)	1%
2	2 nd Year (Ninth year after Lease deed)	2%
3	3 rd Year (Tenth year after Lease deed)	3%
4	4 th Year (Eleventh year after Lease deed)	4%
5	5 th Year (Twelfth Year after Lease deed)	5%
6	6 th Year (Thirteenth Year after Lease deed)	6%

*The maximum time limit for completion of whole projects is 13 years from the date of lease deed.

*Time extension charges for the Balance FAR shall be calculated on pro rata land after deducting the minimum permissible FAR. Any decision to provide time extension beyond the 13th Year will be taken on merits by CEO, GNIDA, whose decision in this regard will be final and binding. All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

GNIDA reserves the right to make any amendments or alteration as it finds expedient in the norms/orders specified above and all such amendments or alterations shall be binding on the lessee/allottee.

The prevailing building bye laws for minimum built up area (% of total permissible FAR) is as follows:

Size of Plots	Min. Built up Area (% of total permissible FAR)
Up to 4,000	50
4000 - 10,000	40
10,000 - 20,000	35
20,000 - 1,00,000	30

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Size of Plots	Min. Built up Area (% of total permissible FAR)
1,00,000 - 2,00,000	25
2,00,000 - 4,00,000	20
Above 4,00,000	15

All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

- 1) The Allottee / lessee expressly agrees that no layout and / or building plan shall be approved and communicated unless all outstanding towards premium, lease rent etc. as on the date of submission of application and up to the date of approval have been duly paid to the Authority. Likewise, no Completion Certificate or Occupancy Certificate shall be issued by the Authority until all outstanding towards premium lease rent etc. have been duly paid to the Authority.
- 2) The Allottee / lessee shall not put any of its Allottee of flat space into possession for any reasons whatsoever whether for fitment etc prior to issue of Completion Certificate / Occupancy Certificate AND without clearing all dues.
- 3) The Allottee / lessee shall not be entitled to seek change / alteration under approved layout plans except in line with applicable bye-laws and all applicable statutory provisions like RERA etc.
- 4) Real Estate (Regulation and Development Act) 2016, UP Apartments ACT where applicable and the rules made under it will be followed by the developer.

ii. Development Norms:

- 1) The Allottee can do development for as per the prevailing Building Regulations/Byelaws of the Authority on the last day of Bid Submission.

iii. Permissible Norms

- 1) All the infrastructural services within the plot area only shall have to be provided by the Allottee.
- 2) All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.
- 3) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).
- 4) The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.
- 5) All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater GNIDA Authority and the amendments made there in from time to time.
- 6) Provision for minimum LIG & EWS housing in the project shall be as per the prevailing policy of GNIDA and Government of Uttar Pradesh.

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25/05/2024	2024/2025
25/05/2024	2024/2025
25/05/2024	2024/2025
25/05/2024	2024/2025
25/05/2024	2024/2025



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B. Section III: General terms and conditions

i. ESCROW Account

- 1) The Allottee may have to open ESCROW Account as per prevailing policy of the Authority.

ii. Execution of Lease Deed

- 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.
- 2) However, in exceptional circumstances, the extension of time for the execution of the Lease Deed and taking over possession may be permitted, if at all, 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. Maximum 3 months extension shall be given from the due date of execution of Lease Deed. In case of failure to do so, the allotment of plot shall be cancelled and 30% of the premium (Bid amount) of the plot & any charges, interest and any other penalties shall be forfeited. If deposited amount is less, then entire deposited amount shall be forfeited.

- 3) The current prevailing policy of the Authority of is as follows:

In case of delay in execution of lease deed by the Allottee, extension may be granted by the Chief Executive Officer, at his discretion or any other officer authorized by him subject to payment of penalty @ INR 10/- for 1000 Sq. Mtrs. per day and annual lease rent (1% of the premium of the plot) per year computed on monthly basis.

Note: Extension of time and applicable penalties/fees/charges shall be calculated from due date of execution of lease deed.

- 4) 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.
- 5) Period of lease: 90 years from the date of execution of Lease Deed.

iii. Lease Rent

- 1) In addition to the total premium of plot, the lessee shall have to pay yearly Lease Rent in the manner given below.
 - I. The Lease Rent will be 1% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.
 - ii. After every ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future. No separate notice shall be given in this regard.
 - 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.

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See other documents
for details



- iv. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 3% + 9% p.a. as of 1st of July 2022 = 12% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate will change as per interest rate revision by GNIDA
- v. The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% 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 and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

iv. Location charges

- 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.

v. Possession of the plot

- 1) Date of execution of Lease Deed shall be considered as the date of possession of the Plot.
- 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.

vi. Variation in actual area of allotted plot

- 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.
- 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).

vii. As is where basis/ Lease period

- 1) The plots are offered for allotment on a "as is where is basis" on lease for 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 Bid submission. No claim whatsoever is admissible on account of physical status of the land of the plot offered for allotments.

viii. Surrender

- 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:

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- 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 then the entire EMD will get forfeited.
- 2) Under no circumstances, request for surrender shall be entertained after receiving full premium discovered through e-auction within 90 days from the date of issue of Allotment Letter.
- 3) During the bid process, it shall be the responsibility of the bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money Deposit
- 4) The date of surrender in the above case shall be the date on which the application for surrender is received online via "Nivesh Mitra". No subsequent claim on the basis of any postal certificate etc., will be entertained. 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 GNIDA.

ix. Change in Constitution (CIC)

- 1) Change in Constitution may be allowed by the Lessor/GNIDA if at all as per the prevailing policy of the Lessor/GNIDA as prevailing on the date of submission of CIC request letter by the Lessee and upon payment of prescribed fees / charges and compliance of all required formalities.
- 2) In case of Change in Constitution of the Lessee/Allottee or the Consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 45 days, Lessee shall be subjected to penalties as per the prevailing policy.
- 3) Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

x. Change in Shareholding (CIS)

- 1) Change in Shareholding may be allowed by the Lessor/GNIDA if at all as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Lessee/Allottee and after payment of the prescribed Fees/charges.
- 2) In case of Change in Shareholding of the Lessee/Allottee or the Consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 45 days, Lessee shall be subjected to penalties as per the prevailing policy
- 3) Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

xi. Transfer of Plot & Flats (Sub-lease)

- 1) No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.

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(Signature)
 Date: / /



- 2) No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.
- 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.
- 4) 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.
- 5) Transfer/Sub-lease of Flats (*Sub-lease*):
 - I. Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
 - II. The sub-lessee undertakes to put to use the premises for the residential use only.
 - III. First sale/transfer of a flat/plot to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the Authority in writing.
 - IV. No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
 - V. Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges
 - VI. Sale and sub-lease of EWS and LIG housing will be permitted as per Government declared policy.

xii. Role of GNIDA as per IBC 2016

- 1) Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, GNIDA will be treated a Secure Financial Creditor and this lease deed shall be a Financial / Capital Lease Deed.
- 2) Under the circumstances, where the Lessee/Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, Lessor will be treated as Secure Financial Creditor and the dues (including penalties) of the Lessee/Allottee shall be recovered through this procedure, treating Lessor/GNIDA as a Secure Financial Creditor.
- 3) All amounts that are payable by the Lessee/Allottee to the Lessor/GNIDA under the Lease Deed, whether towards the outstanding premium after e-auction shall constitute a financial debt within the meaning of the IBC, 2016 AND the same shall constitute a charge on the leased property within the meaning of T.P. Act and / or IBC, 2016.

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THE HON. THE CHIEF JUSTICE OF THE SUPREME COURT OF INDIA
NEW DELHI

IN THE MATTER OF THE PETITION FOR WRIT OF HABEAS CORPUS
FILED IN THE SUPREME COURT OF INDIA

THE PETITIONER'S NAME IS
[Name of the petitioner]
AND THE RESPONDENT'S NAME IS
[Name of the respondent]

THE PETITIONER PRAYS FOR THE WRIT OF HABEAS CORPUS
TO BE GRANTED IN FAVOR OF THE PETITIONER

THE PETITIONER SWEARS THAT THE ABOVE STATEMENTS ARE TRUE
AND CORRECT TO THE BEST OF HIS KNOWLEDGE

THE PETITIONER SIGNED AND VERIFIED THE PETITION
ON THIS [Date] DAY OF [Month] 20[Year]

SIGNED AND VERIFIED BY THE PETITIONER
[Signature of the petitioner]

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THE JUDGE'S SIGNATURE
[Signature of the judge]



- 4) The Lessee/Allottee expressly agrees that till such time all dues payable to the Lessor/GNIDA under these presents, whether on account of unpaid premium or lease rent or any other account are duly paid and so acknowledged by the Lessor/GNIDA, the leased premises shall remain a valuable security in the hands of the Lessor/GNIDA so as to secure due payment under Lease Deed. The premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016. The Lessee/Allottee agrees that possession of lease land is given, which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the Lessee/Allottee from its allottees shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.
- 5) The Lessor/GNIDA shall always have first charge over the leased premise in contrast to every financial institution or Bank from whom the Lessee/Allottee may borrow funds for completion of the project on the leased premise or any allottee of the Lessee/Allottee.
- 6) The lessee shall be bound to disclose to Allottees/buyers, prior to confirmation of allotment of any flat space to be constructed or already constructed, about the outstanding towards the Lessor/GNIDA and that such outstanding constitute a priority compared to the allottees in the construction or to be constructed flat space.

xiii. Maintenance

- 1) The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.
- 2) 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. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor 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 severally 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) No objection on the amount spent on maintenance of the buildings and the common services; will be entertained by the Lessor and the decision of Lessor in this regard shall be final and binding on the Lessee or its Allottees / Sub-lessee(s).
- 4) The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, Bye-laws, directions and guidelines of Greater GNIDA Industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976, RERA Act and UP apartments Act 2010 and Rules made therein, and any other Act and Rules, from time to time.
- 5) In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

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xiv. Permission to Mortgage

- 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.
- 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 flat/built-up space.

xv. Misuse, Additions, Alterations, etc.

- 1) The Lessee/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. 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.
- 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) 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.

xvi. Indemnity

- 1) The Allottee / 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 the Authority 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

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xvii. Liability to Pay Taxes

- 1) The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

xviii. Overriding Power over Dormant Properties

- 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.

xix. Consequences of mis-representation

- 1) If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Applicant/ Bidder/ 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 Bidder/Applicant/ Allottee/ Lessee/ Sub-Lessees shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

xx. Cancellation of Lease Deed

- 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:
- 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) If the allotment is cancelled on the grounds mentioned in under sub-clause Clause 3.20.2 (i), 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.

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- 4) If the allotment is cancelled on the grounds mentioned in Clause 3.20.2 (ii) or Clause 3.20.2 (iii) above, 30% of the total premium of plot after e-auction or total premium deposited (whichever is less) shall be forfeited in favour of GNIDA. Balance amount after recovering the lease rent till date of cancellation, if any, and after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.
- 5) After cancellation of the plot 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-Lessee will have no right to claim any compensation thereon.

xxi. Restoration

- 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.
 - 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.

xxii. Duty of Lessee to act, provide information etc.

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- 1) The Lessee/Allottee agrees that it shall provide quarterly statement regarding the construction / to be constructed, allotment of flat/built-up space, together with the name of such allottee, flat no. and the terms of every such allotment of constructed flat space to the Lessor (*Builder Buyer agreement*).
- 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) In the event, there are outstanding payable to Lessor/GNIDA, then after receipt of 50% of consideration from the allottee of flat/built-up space, the Lessee and its allottee of flat 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 flat/built-up space.
- 4) To ensure that the terms of this Brochure & Lease Deed and the sanctioned plans are always disclosed to its proposed allottees of flat/built-up space against written acknowledgement. The same shall also form part of terms of allotment of flat/built-up space. The flat/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.

xxiii. Amalgamation/Sub-division

- 1) 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.

xxiv. Other Clauses

- 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.
- 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) 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.
- 4) In case there is any change of reserve price of allotment from any order of honorable 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.
- 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.

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- 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), RERA, UP Apartment Act 2010/2016 and such rules, regulations or directions as are issued there under from time to time.
- 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).
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 15) The Lessee / its allottee / sub Lessee shall follow all the rules and regulations of RERA and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.
- 16) All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee.
- 17) The Allottee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management.
- 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: 27314/GN/Finance/2022-23 Dated: 19/04/2022) including metro location charges, if applicable.
- 19) All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & Sub-lessee.

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 21/04/23
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- 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.

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3 Section IV: Technical forms

xxv. Form No. 1: Application Form

To

The Chief Executive Officer,

Greater GNIDA Industrial Development Authority

Plot no 1, Knowledge Park-IV,

Greater GNIDA City-201308

Self-attested
photograph of
authorized
signatory

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 / Earnest Money Deposit.
- Online payment receipt No. _____ dt. _____ for Rs. _____ 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 Plot.
- The following documents duly signed by applicant and certified by C.A. are also enclosed.

#	Description	Enclosed "Yes" not Enclosed "No", Not Applicable "NA"	Referenc e (page no.).
1	Form No. 1 – Application Form		
2	Form No. 2 – Financial Statement of Turnover		
3	Form No. 3 – Financial statement of Net Worth		

For ELDECO REAL ESTATE LIMITED

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प्रबन्धक (विल्डर)
ग्रेंटर नोएडा प्राधिकरण



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M. ELDECO REAL ESTATE LIMITED



#	Description	Enclosed "Yes" not Enclosed "No", Not Applicable "NA"	Referenc e (page no.).
4	Form No. 4 – Solvency Certificate		
5	Form No. 5 – Form for Affidavit		
6	Form No. 6 – Form for Affidavit (Non-Defaulter Declaration)		
7	Certificate of incorporation/ registration, memorandum & article of association of the company of rules & regulations of society/trust/partnership deed/firm (to be signed by applicant and certified by CA).		
8	Audited balance sheet of 2017-18, 2018-19, 2019-20 & 2020-21 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.		
	All other documents as per Clause No. 1.7 – List of documents		

Date _____

Address of Applicant _____

Phone _____

Fax _____

Email _____

Signature of Authorized signatory

Stamp of Applicant with name & designation



For ELDECO REAL ESTATE LIMITED
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 Authorised Signatory

प्रबन्धक (बिल्डर्स)
 ग्रेटर नोएडा प्राधिकरण



OT ELDECO REAL ESTATE LIMITED
Authorized Signatory



xxvi. Form No. 2: Financial Statement of Turnover

Name of Applicant/Consortium Lead Member & relevant members -----

Sr. 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/Consortium Lead Member & relevant members as per the last audited annual accounts.				

Signature of Authorised 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.

For ELDECO REAL ESTATE LIMITED
 दिवांगम
 Authorised Signatory

प्रबन्धक (बिल्डर्स)
 ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED
Authorized Signatory



Stamp (Official)
Date: 10/10/2023



xxvii. Form No. 3: Financial Statement of Net Worth

Name of Applicant/Consortium Lead Member & relevant members _____

Sr. No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2021 or 31.3.2022 of the Applicant/Consortium Lead Member & relevant members as per audited annual accounts.		

Signature of Authorised 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.

For ELDECO REAL ESTATE LIMITED
 विद्यार्ति २३
 Authorised Signatory

प्रबन्धक (बिल्डर)
 ग्रेटर नोएडा प्राधिकरण

Authorized Signatory
for ELDECO REAL ESTATE LIMITED



Stamp of the Real Estate Regulatory Authority (RERA) with the text 'REGISTRATION NO. 1' and 'REAL ESTATE REGULATORY AUTHORITY'.



xxviii. 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.

For ELDECO REAL ESTATE LIMITED

 Authorised Signatory

For ELDECO REAL ESTATE LIMITED
Authorized Signatory



Page No. _____
Date: _____



xxix. 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 GNIDA Industrial Development Authority Area.

1. I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexures & Formals, 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

For ELDECO REAL ESTATE LIMITED
विद्योत मरुत
Authorised Signatory

प्रबन्धक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

ELDECO REAL ESTATE LIMITED
Authorized Signatory



(Signature)
Authorized Signatory

**xxx. Form No. 6: 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 GNIDA 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

For ELDECO REAL ESTATE LIMITED
10/11/2015
Authorised Signatory

For ELDECO REAL ESTATE LIMITED
Authorized Signatory



Page (1) of 1
Total Pages: 1

- xx. 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: 27314/GN/Finance/2022-23 Dated: 19/04/2022) including metro location charges, if applicable.
- xxi. All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & Sub-lessee. (Annexure 1: Scheme Document)
- xxii. 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.

IN WITNESS WHEREOF the parties have seen their hands on the day and in the year herein first above written.
In presence of:

For and on behalf of LESSOR

Witnesses: -

[Signature]
प्रतिष्ठा (बिल्डर्स)
ग्रैंड नॉएडा प्राधिकरण

1. _____

R/o _____

2. _____

R/o _____

For and on behalf of the LESSEE

Witnesses: -

For ELDECO REAL ESTATE LIMITED
[Signature]
Authorised Signatory

1. *[Signature]*
VINOD KUMAR SHUKLA
S/o Sh. J. P. SHUKLA
R/o H-156, GAMMA-II,
GREATER NOIDA
VOTER ID No.: NDT3756467
(Mob: 9810283723)

R/o

2. *[Signature]*
Rajesh Sahu
S/o: SH. P R Sahu
R/o H-156, Sec- Gamma-2
Greater Noida, U.P

R/o

आवेदन सं०: 202300742031733

बही संख्या 1 जिल्द संख्या 23947 के पृष्ठ 223 से 330 तक क्रमांक 24763 पर
दिनांक 27/06/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पूनम सिंह.
उप निबंधक : दादरी
गौतम बुद्ध नगर
27/06/2023

प्रिंट करें

For ELDECO REAL ESTATE LIMITED

Authorized Signatory



VINOD KUMAR SHUKLA
H/O SH. J. P. SHUKLA
H/O H. P. SHUKLA
GREATERN ROAD
VOTER ID NO. 10235846
(MAB, 28/05/2023)

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक दायरी गीतन पुद्ध नंबर क्रम 2023149044383

अवेदन संख्या : 202300742031733

I-24763

लेख या प्रार्थना एवं प्रस्तुत करने का दिनांक 2023-06-27 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम विद्यान चन्द झा

लेख का प्रकार गृह विवेक(30 वर्ष से

प्रतिफल की धनराशि 588500000 / 588500000.00

1. रजिस्ट्रिकरण शुल्क 5885000

2. प्रतिनिधिकरण शुल्क 240

3. निरीक्षण या तलाश शुल्क

4. मुकदमा के अधिप्राप्ती कारण लिए शुल्क

5. फर्मीशन शुल्क

6. विविध

7. वारिक भत्ता

1 से 6 तक का योग 5885240

शुल्क वसूल करने का दिनांक 2023-06-27 00:00:00

दिनांक जब लेख प्रतिनिधि या कनाभ

प्रमाण पत्र वापस करने के लिए तैयार होगा 2023-06-27 00:00:00

रजिस्ट्रिकरण शुल्क

दायरी

ACKNOWLEDGEMENT

(NOT TO BE TREATED AS CHALLAN)

(Stamp And Registration Department)

Government of Uttar Pradesh

Application Id: 202300742031733	Tehsil : दादरी
Type of Document:	Unique Id:
Transaction No. : NIB230577477	Transaction Date: 26-06-2023
Assessment Year: : 2023-2024	Tax Period:: A
Name of Bank	NA
Depositor Name:	श्री विधान चन्द झा
Depositor Address:	विलेज- गढ़ी चौखंडी, जिला-गौतमबुद्ध नगर, उत्तर प्रदेश

Head	Description	Serial No	Amount (in Rs.)
003003104010000	For Property Registration	18	5885240
	Total of the above Heads	--	5885240

A SUM OF Rs. 5885240 AGAINST THE HEADS MENTIONED ABOVE --[THROUGH NET-PAYMENT TRANSACTION]-- ON NA HAS BEEN DEPOSITED BY THE DEPOSITOR. THE BANK REFERENCE NO. RECEIVED AFTER THE TRANSACTION IS CPACVZOSZ3, Scroll Date:-NA

Note:- Please contact SBI Government Business Branch, Lucknow or Director Treasury, Jawahar Bhawan, Lucknow referring CPACVZOSZ3 for status of the deposit.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	: IN-DL34068087026986U
Certificate Issued Date	: 20-Dec-2022 11:24 AM
Account Reference	: IMPACC (IV)/dl1027503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL34068087026986U
Purchased by	: Savana Builders Company Limited
Description of Document	: Article 5/General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Savana Builders Company Limited
Second Party	: Not Applicable
Stamp Duty Paid By	: Savana Builders Company Limited
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-DL34068087026986U

CONSORTIUM AGREEMENT

This Consortium Agreement ("Agreement") is executed at New Delhi on this 23rd day of December, 2022

For Savana Builders Company Limited

Vaibhava

Director/ Authorised Signatory

For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shollstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BETWEEN

M/s. Savana Builders Company Limited, a Company incorporated under the Companies Act, 2013 and having its Registered Office at 201-212, Splendor Forum, Second Floor, Jasola District Centre, New Delhi-110025, acting through its Director, Mr. Varun Kapoor duly authorized by a resolution of the Board of Directors dated 12th December, 2022

(hereinafter referred to as the "Savana" which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the **ONE PART** ;

AND

M/s Eldeco Infrastructure and Properties Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Shop No. S-16, Second Floor, Eldeco Station 1, Site No. 1, Sector 12, Faridabad, Haryana-121007 acting through its Authorised Signatory, Mr. Parag Dimri, duly authorized by a resolution of the Board of Directors dated 16th December, 2022.

(hereinafter referred to as the "EIPL") which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the **SECOND PART**;

(Hereinafter jointly referred to as "**Consortium**" or "**Parties**" and individually as "**Party**")

WHEREAS in terms of E-auction of the Online Bidding scheme Code – BRS-01-2022 (hereinafter referred as "Scheme/Bid"), Greater Noida Industrial Development Authority (hereinafter referred to as '**GNIDA**') has invited Bid for the Builder Plot for land admeasuring 14,998 sq m. located at "Plot no GH-02C situated at Sector 12 Greater Noida, Uttar Pradesh" on lease basis (referred as "Project"). The Bidders shall meet the eligibility conditions as stipulated by **GNIDA** for participating in the Bid for executing the Project as floated by **GNIDA**.

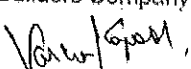
AND WHEREAS in terms of the Bid Documents the Parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the Bid process by forming a Consortium between themselves.

AND WHEREAS the Parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid Scheme/Bid and have decided to reduce the agreed terms to writing.

AND WHEREAS it is necessary for the members of the Parties to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Parties, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THIS CONSORTIUM AGREEMENT HEREBY WITNESSES:

For Savana Builders Company Limited


Director/ Authorised Signatory

For Eldeco Infrastructure & Properties Ltd.


Authorised Signatory

1. Definitions and Interpretations

In this Agreement, the capitalized term shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid.

2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purpose of jointly participating in the Bid for the Project.
- b) The Parties hereby undertake to participate in the Bid only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Constituents.
- c) EIPL believes that it has the necessary qualification to fulfill the technical capability for development of the Project and has the necessary financial capability as detailed in the Scheme.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Bid/Project, it shall incorporate a new special purpose company (the “SPC”) under the Indian Companies Act, 2013 for entering into a Lease Deed with GNIDA and for performing all its obligations as the Lessee in terms of the Allotment letter as well as terms of the Lease Deed to be executed for the Project. All terms and conditions contained in this Agreement will, (if required) insofar as they are relevant, be specifically incorporated in the Memorandum/ Articles of Association of the SPC.

4. Roles of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Savana shall be the Lead member of the Consortium and shall have the power of attorney from the Parties for conducting the business for and on behalf of the Consortium during the Bid and until the signing of the Lease Deed when all the obligations of the SPC shall become effective.
- b) EIPL shall be {the Technical/financial Member(s) of the Consortium}.

5. Shareholding in the SPC

The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:

Savana: 70% of SPC

EIPL: 30% of SPC

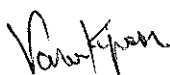
6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of this knowledge:
 - i. require any consent or approval not already obtained;

For Savana Builders Company Limited

For Eldeco Infrastructure & Properties Ltd.


Director/ Authorised Signatory


Authorised Signatory

- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

8. Termination

In case the Consortium does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by GNIDA to the Bidder.

9. Miscellaneous

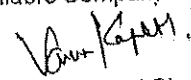
- a) This Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of GNIDA.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of Lead Member by:

For Gavana Builders Company Limited



Signature/ Authorised Signatory

Name & Designation: Varun Kapoor

Director

Address: 262, First Floor, Defence Colony

Near Bata Building, Sector 17A, Gurgaon,

Haryana – 122001

For and on behalf of Second Part by:

For Eldeco Infrastructure & Properties Ltd.

Signature: _____



Authorised Signatory

Name & Designation: Parag Dimri

Authorised Signatory

Address: 503, Raison Armor Home, Ahinsa

Khand- 2, Indirapuram, Ghaziabad,

Uttar Pradesh-201010