



**APPLICATION FORM  
FOR ALLOTMENT OF  
INDUSTRIAL PLOTS  
IN INDUSTRIAL AREAS OF NOIDA**

**SCHEME CODE: Noida/IP/e-Auction/2022-23 (02)**

**DOWNLOAD OF SCHEME BROCHURE STARTS FROM 05/12/2022**

**REGISTRATION OPENS ON 07/12/2022 09:00AM**

**LAST DATE OF REGISTRATION: 27/12/2022 UPTO 05:00PM**



## **Appendix - I**

### **CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED (MANDATORY DOCUMENTS TO BE SUBMITTED)**

**Following mandatory documents are to be submitted along with the application:**

1. Annexure-1 FINANCIAL STATEMENT OF TURNOVER
2. Annexure -2 FINANCIAL STATEMENT OF NETWORTH
3. Annexure-3 LIQUIDITY CERTIFICATE
4. Annexure-4 AFFIDAVIT (Self Declaration)
5. Annexure-5 AFFIDAVIT (Application)
6. Annexure-6 MOU FOR CONSORTIUM (Only in case of Consortium)
7. Annexure-7 STATEMENT OF SHARHOLDERS /CONSORTIUM MEMBERS
8. Annexure-8 Affidavit/ Indemnity Bond (on Rs 100 Stamp Paper duly notarized) declaring that the allottee is fully aware that if the allotted plot is not made functional within the stipulated time as mentioned in the brochure, the plot shall have deemed to be cancelled and possession of the plot shall vest with the Authority.
9. Annexure-9 Affidavit/ Indemnity Bond (on Rs 100 Stamp Paper duly notarized) declaring the payment options.
10. Annexure-10 Brief Description of the project.
11. Audited annual financial reports for the last three (3) years i.e. 2019-20, 2020-21 & 2021-2022 certified by the CA as per the last published balance sheets.
12. Project Plan with information regarding type of product, manufacturing technology, project implementation plan in years, employment generation, technical experience of the applicant,
13. Any other document or details mentioned in this scheme document.
14. Kindly attach relevant certificates/ documents issued from Competent Authority, regarding following points to avail marks specified in the objective criteria (where ever applicable),
  - a. FDI/ 100% Export Oriented Unit
  - b. Likely Employment Generation
  - c. Proposed employment to local population in percentage
  - d. Start Up Certificate (the date of issue of certificate should be earlier than date of publication of scheme)
  - e. An existing Allottee of NOIDA requesting additional land or for project expansion (The allottee should not be a defaulter in any department of NOIDA & the existing plot should be fully utilized. The applicant needs to attach copy of functional certificate issued from NOIDA.)

**OBJECTIVE PARAMETER FOR THE EVALUTION OF THE  
PROJECT/APPLICATION FORM.**

(Only for Applicants above 4000 SQM)

**भूमि आवंटन हेतु आब्जेक्टिव पैरामीटर**

क्रम सं०	मद		प्राप्त अंक	निर्धारित अधिकतम अंक
1	वित्तीय क्षमता स्ववित्त पोषित/ ऋण	1.1 स्ववित्त पोषित 60 प्रतिशत से अधिक होने पर	15	15
		स्ववित्त पोषित एवं बैंक ऋण का प्रतिशत		
		1. 40/60 2. 30/70	10 08	
2	प्रस्तावित निवेश—  परियोजना में भवन निर्माण एवं मशीनरी, संयंत्र पर प्रस्तावित पूंजी निवेश भूमि पर निवेश की तुलना में	2.1 भूमि पर निवेश के 2 गुणा तक	05	15
		2.2 भूमि पर निवेश के 3 गुणा तक	08	
		2.3 भूमि पर निवेश के 5 गुणा तक	10	
		2.4 भूमि पर निवेश के 5 गुणा से अधिक	15	
3	रोजगार सृजन— स्थानीय व्यक्तियों को रोजगार (कुल दिये गये रोजगार के प्रतिशत में।)	3.1 इकाई में कुल सृजित रोजगार में से 20 प्रतिशत से कम स्थानीय रोजगार होने पर	0	05
		3.2 इकाई में कुल सृजित रोजगार में से 20 प्रतिशत से 30 प्रतिशत स्थानीय रोजगार होने पर	02	
		3.3 इकाई में कुल सृजित रोजगार में से 30 प्रतिशत से 40 प्रतिशत स्थानीय रोजगार होने पर	03	
		3.4 इकाई में कुल सृजित रोजगार में से 40 प्रतिशत से अधिक स्थानीय रोजगार होने पर	05	

4	एफ0डी0आई0 / 100 प्रतिशत एक्सपोर्ट वाली इकाई	उद्योग निदेशालय एवं निर्यात संवर्धन परिषद से आवश्यक प्रमाण-पत्र उपलब्ध कराने पर	05	05
5	एक ही औद्योगिक क्षेत्र में ईकाई द्वारा अतिरिक्त भूमि की अथवा परियोजना विस्तार हेतु /स्टार्ट-अप इकाई होने पर	उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा	10	10
6	महिला उद्यमी/अनुसूचित जाति/ जनजाति / विकलांग उद्यमी (आवेदक कम्पनी/ साझेदारी फर्म में इस श्रेणी के उद्यमियों की कम से कम 26 प्रतिशत अंशधारिता होनी चाहिए)	उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा	05	05
7	नेटवर्थ/लिक्विडिटी एवं विगत 03 वर्षों की आडिटेड बैलेन्स शीट एवं कैशप्लो	7.1 उर्ध्वगामी, लाभ	15	15
		7.2 अधोगामी, लाभ	10	
		7.3 ब्रेक इवेन प्वाइंट के आस-पास	08	
8	भुगतान पद्धति	आवंटित भूमि के 100 प्रतिशत भुगतान 90 दिन में करने पर उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा	15	15

नोट-

- स्थानीय रोजगार की परिभाषा में नवीन ओखला औद्योगिक विकास प्राधिकरण हेतु अधिसूचित क्षेत्र में सामान्यतः निवास करने वाले निवासी शामिल माने जायेंगे।
- उक्त के सम्बन्ध में किसी भी Violation की स्थिति में आवंटियों पर निर्धारित लीजरेंट के अलावा 01 प्रतिशत अतिरिक्त लीज रेंट / प्रतिवर्ष की Penalty लगाई जायेगी। एकमुश्त लीज रेंट का भुगतान कर चुके आवंटियों से 01 प्रतिशत अतिरिक्त लीज रेंट/प्रतिवर्ष की दर से वसूल की जायेगी।



## APPENDIX – III

### TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOT

1. Application must be complete. Application forms submitted with incomplete information(s)/ enclosure(s) may be rejected.
2. **WHO CAN APPLY**
  - (i) A sole proprietor, a registered partnership firm, a duly incorporated LLP/ Pvt. Ltd. Co./Ltd Co shall be eligible to apply against the scheme.
  - (ii) Allotment for Mega, Mega Plus, and Super Mega categories shall be made as per the guidelines issued by the Government of Uttar Pradesh.
3. **PERMITTED PROJECTS**
  - (i) While submitting project report along with the application, the applicants should refer to Annexure 11 in this application form which mentions the list of permitted projects in NOIDA. However, applicants may apply for a different project other than this list provided that the project has been cleared in Green Category issued by Uttar Pradesh Pollution Control Board. Chief Executive Officer, NOIDA shall be the final authority to grant permission for such project after due consideration.
  - (ii) It is to be noted that Data Centre Projects come under the ambit of IT/ITES projects and are eligible to avail benefits under Data Centre Policy 2021, amended from time to time. The applicants who wish to set up data center are required to apply for IT/ITES plots advertised under the scheme. **At present, no plot has been reserved for IT/ITES in this scheme.**
  - (iii) **No IT/ITES plots have been identified in this scheme.**
4. **HOW TO APPLY**
  - (i) Interested parties will need to register and obtain user ID and password on the portal <https://property.etender.sbi> and thereafter deposit non-refundable and non-adjustable Processing Fees of Rs 23,600/- (Including GST) separately against each property for participation in the e-auction through online payment on or before ----- by 5.00 pm. NOIDA will not be responsible for any payment after that and bid will not be considered.
  - (ii) 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 bidders' end shall be the sole responsibility of the bidder. Any Request / Complaint regarding the connectivity of internet at the bidders' end will not be entertained in any form and shall not be a basis of cancellation of the bidding process.
  - (iii) Plots having the same size and same Registration money, are likely to be put up for e-auction on same particular day. Bidder is required to deposit a separate Registration Money for each advertised property.
  - (iv) The Authority may, without assigning any reason, withdraw any or all the sites/plots from the e-auction at any stage and Authority is not bound to accept the highest bid or all the bids even if they are above the reserve price.
  - (v) Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
  - (vi) Bidding will not be permissible below the Reserve Price/Allotment Rate of the plot.

The minimum incremental value of each further bid shall be Rs. 1,00,000/-

- (vii) If the bid continues after the time for closure of bidding, then a time extension of 5 minutes would be allowed automatically. Such extension would be restricted to 10 times only.
- (viii) The bidders are advised to be careful while typing the bid amount during bidding, which shall also be visible in words on the computer screen at the same time. Once submitted, the amount cannot be changed and this shall be the sole responsibility of the bidder.
- (ix) The applicant must have surplus investable fund equivalent to the cost of project either by way of promoter contribution, net surplus available from existing business or proposed loan from bank or financial institution. The applicant will have to produce evidences of all sources of surplus investable funds. In case of loan in principal approval from the bank/financial institutions must be attached.
- (x) The application form should be submitted Online along with proposal/project details and other statutory documents along with Registration money equivalent to 10% of total reserve price of the plot area for which application is being submitted.
- (xi) The application along with the requisite documents will be screened by a duly constituted subcommittee/Screening Committee. **The incomplete application / without requisite documents will not be recommended to participate in bidding.** However, the applicants may be provided an opportunity to complete their documents in accordance to the deficiencies pointed by Screening Committee. Failure to complete the documents within the stipulated time will lead to disqualification from bidding process. Only those applicants shall be permitted to participate in the bidding whose applications are complete in all respects.
- (xii) Details of available plots for allotment shall be displayed on Website of NOIDA **and are also attached as annexure – 12.**
- (xiii) In case the applicant wishes to withdraw their application Registration money prior to the date of e-Auction, the applicant /e-bidder may be permitted to do so. **However, such application must reach the Authority at least 72 hours before the e-auction date.** Deposited Registration money shall be refunded to the applicant without any interest.
- (xiv) An applicant can apply for more than one plot under the scheme.
- (xv) The rates of allotment stated in point 6 of this form are subject to change without notice. THE RATES PREVAILING ON THE DATE OF ISSUE OF ALLOTMENT LETTER WOULD BE APPLICABLE, IRRESPECTIVE OF THE DATE OF APPLICATION.
- (xvi) The decision of the Authority on any application at any stage shall be final and binding on the applicant. No correspondence shall be entertained in this regard.

## 5. PROCEDURE FOR ALLOTMENT

- (i) In order to provide sufficient time to the applicants for submission of applications, minimum time of three (03) weeks will be provided between opening and closing of the scheme.
- (ii) The application along with the requisite mandatory documents **as mentioned in Appendix 1 of the brochure** shall be screened by an interdepartmental committee/independent agency.
- (iii) In the e-auction process, in case there are less than three bidders participating in the first instance 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.

**(iv) EVALUATION OF APPLICATIONS:**

**a. Upto 4000 SQM**

The applicant of plot size upto 4000 SQM eligible after scrutiny will qualify for e-auction and selection will base on the highest price quoted above reserve price. The applicant who will quote highest bid above reserve price will be declared successful and allotment letter will be issued. Unsuccessful applicants shall be refunded their Registration Money, without any interest, to the original payment method through which Registration Money was received.

**b. Above 4000 SQM**

The eligibility for allotment shall be decided on the basis of marks obtained equal to or more than 60% of 85 marks (total of the parameters enlisted from s.no. 1 to 8 of the **Appendix-II**) i.e 51 marks. Applicant obtaining 51 marks or more will be eligible for E-auction and selection will base on the maximum price quoted above reserve price. The applicant who will quote highest bid above reserve price will be declared successful and allotment letter will be issued. Unsuccessful applicants shall be refunded their Registration Money, without any interest, to the original payment method through which Registration Money was received.

**(v) Applications found complete in all respects as per brochure (Appendix I) shall be intimated of the date and time of e-Auction through e-Auction portal at least 5 days before the date of e-Auction.**

**(vi)** No correspondence shall be entertained from the applicants, whose application(s) have been are rejected for any reasons or whose candidature is not recommended by the screening committee. However, their Registration Money shall be refunded, without any interest, to the original payment method through which Registration Money was received.

**6. PREVALING SECTOR RATES TO CALCULATE BASE RATE OF PLOT (RS. PER SQM)**

**PREVALING SECTOR RATES FOR INDUSTRIAL LAND USE (OTHER THAN IT/ITES)**

AREA (IN SQM)	PH-I (Per SQM) (Rs)	PH-II (Per SQM) (Rs)	PH-III (Per SQM) (Rs)
FIRST 4000	42,250	18,220	27,120
NEXT 4001 To 20000	39,000	16,240	25,920
NEXT 20001 To 60000	35,760	15,760	25,440
NEXT Above 60001	32,520	15,110	24,960

\* These are current prevailing rates and are liable to change. Please refer to point 4(xvi).

The reserve price shall also include the additional farmer compensation wherever applicable in addition to the rates mentioned above in the table.

Location charges as stated below shall be payable in addition to the above rates of allotment to calculate the reserve price of the plot:

- (i)** 2.5% of current rate if plot is facing 18 mtr. but less than 30 mtr. wide road.
- (ii)** 5% of current rate if plot is facing 30 mtr. or above wide road.
- (iii)** 2.5% of current rate if plot is facing /abutting green belt or park
- (iv)** 2.5% of current rate if plot is a corner plot.



**The maximum location charges would not exceed 10% of the total reserve price calculated on above criteria.**

- (v) If sector is situated left or right side of the Noida Expressway or Metro, then 7.5% & 5% respectively charges will be imposed additionally on sector rate to calculate the reserve price of the plot. These sector are given below:

<b>Expressway both side sectors</b>	<b>Metro Sectors</b>
44, 91, 93A, 93B, 94, 96, 97, 98, 105, 108, 124, 125, 126, 127, 128, 129, 132, 132, 135, 136, 142, 143B, 144, 145, 146, 147, 148, 148A, 150, 152, 153, 154, 157, 159, 161, 163, 166, 167 & 168	2, 3, 15, 16, 18, 27, 32, 34, 36, 37, 38A, 39, 49, 50, 51, 52, 59, 61, 62, 63, 66, 71, 72, 75, 76, 78, 81, 82, 83, 84, 92, 94, 95, 101, 102, 136, 137, 142, 143B, 144, 145, 146, 148 & 168

## **7. MODE OF PAYMENT**

- i) After issue of formal Allotment Letter, the allottee shall be required to pay the Allotment money along with the premium due against the plot. Following options shall be available before the allottee to pay the due premium:

### **PAYMENT PLAN - A**

Payment of entire due premium (after adjustment of Registration Money i.e. 10% of the total reserve price of the plot as per Clause 4(x) from the bid price discovered e-Auction) within 90 days from the date of issuance of allotment letter. In case entire premium of plot is deposited within 90 days from the issue of allotment letter, the allottee shall be given a rebate of 2 percent on the total premium (bid price discovered through e-Auction) through of the plot.

**OR**

### **PAYMENT PLAN - B**

Payment of 50% of the total premium (bid price discovered through e-Auction) of the plot (after adjustment of Registration Money i.e. 10% of the total reserve price of the plot as per Clause 4(x)) as Allotment Money within 60 days from the date of issuance of allotment letter. The balance 50% premium of the plot along with interest will be paid in 06 half yearly equated installments. In case of default in payment the interest @ 12% (where 9% shall be normal rate of interest as on 01.07.2022 and in case of default 3%penal interest + GST applicable on penal interest) shall be charged on the defaulted amount for the defaulted period after compounding half yearly. The due date for payment for first installment shall be on or after 6 Months from the issue of allotment letter which is 30<sup>th</sup> June or 31<sup>st</sup> December of the year whichever is earlier. Additionally, the allottee shall be required to submit a bank guarantee of balance 50% premium, which shall be released only after allottee has cleared all the dues against the premium and all other dues are up-to-date.

- ii) **The applicant shall have to submit the preference for payment of premium along with the application.**
- iii) Irrespective of the choice of premium payment as per point 7(i), the allottee shall have to deposit an amount equivalent to allotment money in the Authorized banks within stipulated time period from the date of issue of allotment letter and also submit a photocopy of challan in the office of In-charge Officer, Industrial Section. **No extension shall be granted for the payment of allotment money.** In case the due allotment money, as mentioned above, is not deposited within the stipulated period, the allotment of plot shall be cancelled without giving any opportunity in this regard and forfeiture of registration money would be affected. No communication in this regard shall be entertained.





- iv) **The Payment option (PAYMENT PLAN - A or PAYMENT PLAN – B) once submitted, cannot be changed later at any stage.**
- v) **If the allottee has opted for payment of entire premium of plot as per option A in point 7(i), the entire due premium amount shall have to be deposited within 90 days from the issue of allotment letter. No extension shall be granted for the payment of due premium.** In case the due premium, as mentioned above, is not deposited within the stipulated period, the allotment of plot shall be cancelled without giving any opportunity in this regard and forfeiture of registration money would be affected. No communication in this regard shall be entertained.
- vi) The allottee shall also deposit due stamp duty/e-stamp for Lease Deed as per existing policy of U.P. Govt. and should produce the duly attested photo copy of stamp papers in the Industrial Department, NOIDA.
- vii) In case any payment is defaulted, the interest shall be payable @ 12% (9% as per MCLR as on 01<sup>st</sup> July, 2022 + 3% penal + GST applicable on penal interest) per annum compounded half yearly for the defaulted period. It is to be noted that interest rate shall be levied in proportion to MCLR rates of State Bank of India and is subject to revision periodically as per change in the MCLR.
- viii) In case of any increase in land acquisition cost, the allottee shall be liable to pay proportionate increase in cost of land acquisition. No communication in this regard shall be entertained by NOIDA.
- ix) All payments shall be made through challan generated from Authority website (<https://noidaauthorityonline.in/>). The payment against this challan may be made through demand draft (drawn in favor of New Okhla Industrial Development Authority & payable in Delhi /Noida) /NEFT/RTGS in any of the scheduled banks as authorized by NOIDA (refer Authority website at the time of challan creation). Any payment through cheque will not be accepted.
- x) Allottee will also ensure to make the payment of interest, lease rent, installments by collecting challans himself or through his authorized representative.
- xi) Notwithstanding any request of the allottee, the payment made shall be first adjusted towards the interest due, if any, and the balance shall be adjusted towards the annual lease rent and the installment respectively.
- xii) It shall be the responsibility of the allottee to deposit the due installments on time. If the last date of deposit is a bank holiday, it shall be the responsibility of the allottee to deposit the due installment before the bank holiday.
- xiii) The allottee shall make each and every payment to NOIDA at his own risk and responsibility. The rights of the NOIDA will not be affected in any way by accepting any payment made by allottee against the allotted property, in case the allottee violates any terms and conditions of allotment. No right shall accrue to the allottee if he/she makes a payment to NOIDA against a cancelled plot.
- xiv) It shall be mandatory on the part of the allottee to pay each and every payment on or before the due date against the allotted property. NOIDA may extend the date of any other payment due against the plot on payment of interest @ 12% penal+ GST applicable on penal interest) per annum compounded half yearly (GST applicable on penal interest).

## 8. LEASE RENT

In addition to the premium of plot, annual lease rent @ 2.5% of the total premium (bid price discovered through e-Auction) would be payable in advance. GST shall be payable extra. The lease rent shall be payable from date of execution of legal documentation. In case of default in payment of lease rent the interest @ 12% (9% as on 01<sup>st</sup> July 2022 +3% penal+ GST applicable on penal interest) shall be charged on the defaulted amount for the defaulted period after compounding half yearly. The annual lease rent shall enhance by 50% on expiry of every 10 years from the date of execution of the lease deed. It is to be noted that interest rate shall be levied in proportion to the MCLR rates of State Bank of India and will be revised periodically



as per change in the MCLR

OR

The allottee/lessee shall have an option to pay lease rent on one-time basis by depositing a lump sum amount equivalent to 15 times of the prevailing annual lease rent at the time of deposit after making up-to-date payment.

The lease rent policy as amended from time to time shall be binding on the allottee/lessee.

**9. SURRENDER OF PLOT**

- i.** The allottee/lessee may surrender the Industrial Plot/Premises in favour of NOIDA before cancellation. The NOIDA may permit the surrender of the plot, subject to necessary deductions, from the deposits made by the allottee/lessee to NOIDA.
- ii.** The request for surrender should contain attested signature(s) of bonafide allottee/lessee. In case of incorporated company, the request should be supported by the Certified Copy of the Resolution of Board of Directors/Executives.
- iii.** The allottee shall have to execute a surrender deed, in case lease deed/transfer deed has been executed. All original legal documents shall also have to be surrendered unconditionally to NOIDA.
- iv.** (a) In case the successful e-bidder/allottee wishes to surrender the allotment before the issuance of allotment letter or before 90 days after the issuance of allotment letter in case the applicant has chosen Payment Plan 'A' or before 60 days after the issuance of allotment letter in case the applicant has chosen Payment Plan 'B', then the entire EMD will get forfeited.  
(b) In case the allotted plot is surrendered after 90 days from the date of issue of allotment letter but before execution of Lease Deed in case the applicant has chosen Payment Plan 'A' or after 60 days from the date of issue of allotment letter but before execution of Lease Deed in case the applicant has chosen Payment Plan 'B', then entire EMD + 10% of total premium of plot discovered through e-bid shall be forfeited. In no case, the deductions shall be greater than the amount deposited.  
(c) In case the allotted plot is surrendered after execution of Lease Deed, 30% of total premium of plot (discovered through e-bid), due lease rent charges and total interest paid shall be forfeited. In no case, the deductions shall be greater than the amount deposited
- v.** Under no circumstances, request for surrender shall be entertained after receiving full payment, (I) after 90 days in case the allottee has chosen Payment Plan 'A' or (II) after 3 years in case the allottee has chosen Payment Plan 'B', from the date of issue of Allotment Letter.

**10. EXECUTION OF LEASE DEED**

The allottee will have to execute the lease deed within 3 months from the date of issue of allotment letter or within 30 days from the date of issue of Check List and take physical possession of the plot within fifteen days from the date of execution/registration of the lease deed. In case of failure to execute the lease deed & in taking over of physical possession within the above-stipulated period, the allotment may be cancelled and amount shall be forfeited as per rules as per the clause 9 (iv). However, in exceptional circumstances NOIDA may grant extension of time for execution of lease deed & taking over of possession. The extension, if granted, will be subject to the payment of penalty charges as per the policy of NOIDA.

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



## 11. DOCUMENTATION CHARGES

The stamp duty, registration charges and all other legal expenses involved in the execution and registration of lease deed as stated above and all other incidental expenses shall be borne by the allottee. The stamp duty shall be applicable as per the notification issued by the State Government from time to time. While applying for plot transfer, the allottee/transferee shall also pay the transfer charges as per the prevailing policy of the NOIDA.

The allottee/lessee may surrender the Industrial Plot/Premises in favour of NOIDA before cancellation. NOIDA may permit the surrender of the plot, subject to necessary deductions, from the deposits made by the allottee/lessee to NOIDA as per the prevailing policy of the NOIDA at the time of surrender.

## 12. VARIATION IN THE ACTUAL AREA OF THE ALLOTTED PLOT

The area of the allotted plot handed over may vary from the size of the plot allotted/applied for. If area of the plot mentioned in allotment letter and actual area handed over to the allottee/lessee is found to be different than the area intimated in the actual site plan, a proportionate change in the amount of the premium would be made.

In case of any difference in area of allotted plot and area available at site, premium of actual area as per site plan shall be payable by the allottee. No communication in this regard shall be entertained by the lessor on the ground of variation in the size of plot. Allottee/lessee would also have no right to apply for change of plot or refund of money deposited by him against this account, in case of variation in area of allotted plot is under 10%. **If the actual area increase is less than 10%** then entire premium of additional increased area shall be payable within 30 days from the date of communication. The rate of allotment discovered through e-Auction or rate of allotment prevalent at the time of communication, whichever is higher, shall be applicable on the additional area.

In case of more than 10% variation in allotted plot and applicant is not interested in allotted plot the entire amount shall be refunded according to clause 9(iv). However, if the actual area exceeds 10% and allottee agrees to accept the increased area of the plot (more than 10%) then he shall have to pay 50% of the entire premium of additional increased area within 30 days from the date of communication and balance payment shall have to be paid in installments with due interest along with the regular installments. The rate of allotment discovered through e-Auction or rate of allotment prevalent at the time of communication, whichever is higher, shall be applicable on the additional area.

## 13. IMPLEMENTATION OF THE PROJECT

### FOR INDUSTRIAL PLOTS (OTHER THAN IT/ITES)

- i. Allottee shall commence the construction any time but he will have to complete the construction within stipulated time period. The construction can start after taking over the physical possession of the plot as per duly approved building plan from concerned department and shall inform in writing to NOIDA about timely completion of the building as per approved plan and start of production/functioning.
- ii. The allottee/lessee/transferee will adhere to the following schedule of the construction of the building on the allotted plot:

SL. No.	Area of plot (in SQM)	Minimum percentage of total FAR to be constructed	Time limit for obtaining Completion and Functional certificate of first phase of the project (from the date of lease/possession)
1.	Upto 4000	50	3 years
2.	4001-10000	40	3 years
3.	10001-20000	35	3 years

4.	20001-100000	30	5 years
5.	100001-200000	25	5 years
6.	200001-400000	20	5 Years
7.	Above 400000	15	5 years

iii. It is mandatory for the allottee to complete construction of the minimum permissible FAR for the purpose of implementation of the project as per building bye-laws of NOIDA within the stipulated time period as mentioned above in point 13 (i) and (ii).

iv. After completion certificate has been issued from Building Cell Department, it is mandatory for the allottee to get functional certificate from the Industry Department of NOIDA within stipulated time period.

v. Following table shows ground coverage and FAR permissible:

Sl. No.	Plot Area	Max. Ground Coverage (%)	Maximum Floor Area Ratio	Maximum Height in mtrs
1	Upto 1000 SQM	60	1.50	18
2	Above 1000 but not exceeding 12000 SQM	60	1.30	24
3	Above 12000 SQM	55	1.00	No Limit
4	Flatted Factories	35	1.40	24

Note: - Other Provisions as per building bye-laws.

vi. The allottee shall ensure to implement their project within 3 years /5 years (whichever is applicable) from the date of execution of lease deed and submit following documents for declaration of unit as functional:-

a)

Area of the plot	Time limit to start the construction on the plot	Time limit to make the unit functional
Upto 20000 SQM	12 months from the date of possession	36 months from the date of possession
Above 20000 SQM	12 months from the date of possession	60 months from the date of possession

b) Certified copy of Udyog Aadhar issued by MSME Sector or equivalent Government Office/ organization indicating date of production/Trade Tax Exemption order/Trade Tax Assessment Order/STPI/GST Registration and Tax Deposit receipts/labour cess payment certificate/Electricity Bills/No Dues Certificate (NDC) form Industrial Account Department/Noida Jal Deptt./Machinery Bills/Sale-purchase bill/Completion Certificate issued from Building Cell Deptt.

c) The application to declare unit functional shall also include building completion certificate.

SL. No.	Area of plot (in SQM)	Minimum percentage of total FAR to be constructed
1.	Upto 4000	50



2.	4001-10000	40
3.	10001-20000	35
4.	20001-100000	30
5.	100001-200000	25
6.	200001-400000	20
7.	Above 400000	15

- d) Lease Deed/Transfer Deed/Sale Deed as applicable has been executed and registered and its certified copy duly submitted in NOIDA office.
- e) No dues certificate of Accounts Officer (Industrial Area Accounts), NOIDA.
- f) No dues certificate of Jal, NOIDA.

In addition to the above stated documents, the following documents as applicable may be required to be submitted by the allottees claiming date of functioning with retrospective effect means outside the stipulated/extended period for making the unit functional:-

ESI registration certificate/returns, PF registration certificate/returns, Registration under Factories Act, Electricity consumption bills, Telephone bills, Bank statement, any other document in support of their claim.

- vii. In case of non-adherence to the aforementioned schedule for obtaining Functional Certificate from Industry Department, NOIDA, the cancellation of allotment and/or determination of lease deed, with forfeiture of money would be effected as per rules and the possession of the plot will be resumed by the lessor i.e. NOIDA along with the structures thereon, if any and the allottee/lessee will have no right to claim compensation thereof.
- viii. However, in exceptional circumstances time extension for making the unit functional may be granted by the lessor after payment of due time extension charges applicable at the time of application.
- ix. The building constructed over the plot would be used strictly for the purpose for which it has been allotted/ leased. The allottee shall not carry out any such project which may cause any hindrance/ hassle to the public, neighborhood units and environment.

#### **14. TRANSFER OF PLOT**

The allotted plot shall not be transferred without being declared functional by NOIDA. The application shall be processed as per the rules prevalent at the time of application.

In case the allottee wishes to transfer the plot, he shall have to seek prior permission from NOIDA. NOIDA may refuse to allow such transfer. However, transfer charges (GST to be paid extra) shall be payable as per policy of the NOIDA and all the terms and condition of transfer memorandum shall be binding jointly and severally on transferee and transferor.

#### **15. CHANGE IN CONSTITUTION AND CHANGE IN SHAREHOLDING**

NOIDA may consider such application as per prevailing policy of the NOIDA on the date of receipt of such application. In case of non-functional plots, the change in shareholding shall be permissible up to 49% with respect to original shareholding at the time of allotment. However exception shall be provided in case of CIS amongst blood relation, where change upto 100% shall be permissible in case of nonfunctional plot.

#### **16. CHANGE OF PROJECT**

If the allotment has been made under industrial use, then allottee may be allowed to change his project to one of the projects as mentioned in annexure-11 under the provisions of Industrial Policy and Procedure.

17. **RENTING PERMISSION**

**RENTING OF INDUSTRIAL PREMISES (OTHER THAN IT/ITES PLOTS)**

No renting permission shall be given by NOIDA for the allotted premises before the unit has formally been declared functional by NOIDA. NOIDA may consider such application as per prevailing policy of the NOIDA on the date of receipt of such application on the payment of charges accrued. These charges shall be exclusive of GST. The accrued GST charges shall have to borne by the allottee. Detailed terms & Conditions are as following:

- (i) The industrial premises for which renting permission is required should not be a cancelled one and should have been declared functional through a written communication by the NOIDA.
- (ii) Request for renting out part/full premises shall be entertained. For the purpose of part renting the applicant has to clearly demarcate the portion of the building to be given on rent. He has also to file an Affidavit specifying the position of capital subsidy or any other subsidy, having been received or not and the premises having been mortgaged or not.
- (iii) Renting permission is granted if:
  - a. Upto date dues of NOIDA have been cleared.
  - b. Lease deed/Transfer deed/Sale deed as applicable has been executed and registered and certified copy is duly deposited with the office.
  - c. NOC's of the term lending Institution (s), in case the industrial premises is mortgaged/ offered as collateral security.
  - d. Bonafide lessee while making the request for renting would append a copy of the Project Report of the proposed project of the tenant. Projects free from pollution & environmental hazards shall be considered. Those projects of the tenant shall be allowed which are not be on the banned list of Directorate of Industries, UP or Development Commissioner, Small Scale Industries and NOIDA.
- (iv) In case of discontinuation of tenancy, the same would be taken on record after the lessee surrenders the original renting permission letter.
- (v) In case of re-renting, the renting charges would be deposited again as stated here below.
- (vi) The condition of functionality and renting charges may be waived off in case the renting permission is sought for a Group/Associate/Sister/subsidiary concern in which allottee/lessee or their shareholders have jointly and/or severally minimum 51% shares.
- (vii) NOIDA would not entertain any direct correspondence with the tenant at any stage However in case tenant wants to apply for electricity connection in his own name he will have to produce NOC in form of affidavit from the lessee/transferee.
- (viii) Renting charges as applicable at the time of application shall be levied. The renting charges shall be calculated on the proposed area to be rented.
- (ix) For all industrial allottees other than IT units allotted on institutional terms and condition basis, number of tenants permitted would be two for every 500 SQM plot area.
- (x) If any tenant leaves tenancy before 10 years then for balance remaining period,

permission can be granted for new tenant on payment of 20% of prevailing rate of renting charges for the proposed area to be rented and subject to fulfillment of other terms and conditions.

- (xi) In case of built up sheds, the plot area shall be taken into consideration for calculation of renting charges.
- (xii) Each tenant and allottee will ensure compliance of all statutory rules and regulations of the various Departments of both Central and State Government (e.g. Factory, Labour, Electricity, Fire, Building Construction, Directorate of Industries, Pollution Control Board, Employees State Insurance Corporation, Provident Fund etc.).
- (xiii) The rent permission can be granted for the period of 5 years also, the renting charges would be 50% of the charges mentioned in clause-17-viii above.
- (xiv) Renting permission policy and rates are subject to change from time to time. The terms and conditions as applicable at the time of application shall apply.

#### **18. DIVISION OF THE PLOT**

The allottee/ lessee would not be entitled to divide the plot allotted for industrial use. However, in exceptional circumstances the industrial plots above 2.5 acres may be eligible for sub-division provided they have been declared sick by competent Authority after being declared functional for at least 5 years. This shall be subject to payment of sub-division charges and other terms and conditions of sub-division policy as decided by Authority Board.

#### **19. MORTGAGE PERMISSION**

- i) Mortgage is permitted where property is live and time limit for construction exists.
- ii) Permission for collateral security would only be granted in case where the unit has already been declared functional by the Authority. For the purpose of granting mortgage permission, processing fee as applicable would be charged.
- iii) Mortgage is permitted for financing the project on the industrial premises proposed for mortgage.
- iv) The allottee will submit the application along with consent of the financial institution and a NOC regarding full payment/no arrears from AO(IAA), NOIDA.
- v) **Mortgage permission letter will be issued only on receipt of full payment against the plot. If in any case the amount is to be paid by the bank to the Authority, mortgage permission will be considered operational only after full payment is received from the bank to the authority. This condition shall be mentioned in the mortgage permission letter.**
- vi) In case of mortgage, the Authority will have the first charge towards transfer charges, extension charges, lease rent, interest and any other dues, taxes, charges etc. payable to NOIDA from time to time
- vii) The 2<sup>nd</sup> charge on the industrial property in favour of another financial institution can be issued only by the institution in whose favour the industrial property is already mortgaged.

#### **20. OVER RIDING POWERS OVER ALLOTTED PROPERTIES**

The lessor/the NOIDA reserves the right to all mines, minerals, coals, washing gold's, earth oils, quarries, etc. in, over or under the allotted plot and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching, for working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the allotted plot or for any building/structure standing thereon, provided always that the lessor/the NOIDA shall make reasonable compensation to the allottee/lessee for any damages directly occasioned by the exercise of the rights hereby reserved. The decision of the NOIDA on the amount of such compensation will be final and



shall be binding on the allottee/lessee.

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

- i.** The allottee/lessee would be liable to pay all taxes/charges and assessment of every description in respect of plot whether assessed, charged or imposed on the plot or on the building constructed thereon, from time to time.
- ii.** All the arrears due to the NOIDA are recoverable as 'arrears of land revenue'.
- iii.** The lessee shall not display or exhibit any picture, posters, statues, and other articles, which are repugnant to the morals and/or are indecent or immoral. The lessee shall not display or exhibit any advertisement in any part of the exterior wall of the building.

**22. CONSEQUENCES OF MISREPRESENTATION**

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

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

The NOIDA can exercise its right to cancellation of industrial plot on account of breach of terms and conditions of allotment/lease deed/transfer deed. However, the NOIDA can restore the allotment of the plot. In case of restoration, allottee/lessee would pay restoration charges as per the prevailing policy of the NOIDA & have to follow other conditions of restoration of the allotment.

**24. AVAILABILITY OF PLOTS FOR ALLOTMENT**

List of available plots for allotment shall be displayed on the official website of NOIDA i.e. <https://noidaauthorityonline.in/> Number of plots may increase or decrease depending on the availability of the land. **The NOIDA reserves the right to withdraw any plot from and/or add any plot to the allotment process at any time, without assigning any reasons.**

**25. PERIOD OF LEASE**

The allotment of plot will be made on lease hold basis for a period of 90 years from the date of execution of lease deed.

**26. VIOLATION OF TERMS AND CONDITIONS**

Any violation of terms(s) and condition(s) of allotment/ Lease Deed/ Transfer deed shall invite cancellation/ revocation of allotment / Lease Deed/ Transfer deed to be preceded by dispossession of Industrial Premises. The amount deposited would be forfeited / refunded as per rules prevailing at that time. At present, 5% (Five percent) of the premium of the plot will be forfeited along with deposits made under the revenue heads(s) (excluding the interest deposited against premium) and the due lease rent till the date of dispossession of Industrial premises. However, the total forfeited amount would not exceed the total deposited amount

**27. GENERAL CONDITIONS**

- i.** The allottee/ lessee would not be entitled to divide the plot allotted for industrial use. However, in exceptional circumstances the industrial plots above 2.5 acres may be eligible for sub-division provided they have been declared sick by competent Authority after being declared functional for at least 5 years. This shall be subject to payment of sub-division charges and other terms and conditions of sub-division policy as decided by Authority Board.
- ii.** If due to unavoidable circumstances, NOIDA is unable to allot the land, the registration money deposited by applicant would be refunded. However, no interest on the deposits



will be paid to the applicant.

- iii. If due to unavoidable circumstances the possession of plot is not handed over to allottee, the full amount deposited by the allottee would be refunded. However, no interest on the deposits will be paid to the allottee.
- iv. Amalgamation of plots shall be considered as per prevailing policy of the NOIDA on receipt of such request.
- v. That in employing skilled or unskilled labour for his industry on the allotted premises the allottee shall employ 5% employees from the villagers whose land have been acquired for the purpose of the said Industrial Area out of total labour force.
- vi. Allottee will obtain water/sewer, electric connection from the concerned department at his owncost.
- vii. That the lessor/the NOIDA reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of the brochure, allotment, lease, building bye-laws as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the allottee/lessee.
- viii. The allottee shall ensure that the industrial effluents discharged by their unit shall meet the standards laid down by Central and State Govt. to control the pollution and the allottee shall be governed by the state and the central enactment on the subject.
- ix. Allottee will follow all the statutory obligations of pollution control norms as per provisions of the Act of Government of India/Government of Uttar Pradesh.
  - x. In case of any dispute in the interpretation of any word or terms and conditions of the allotment/lease, the decision of the NOIDA shall be final and binding on the allottee/lessee and his/her/their successor.
  - xi. That the lessee and his/her/their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as issued from time to time by the government.
  - xii. GST charges shall be applicable as per provisions of GST Act, 2017 and changes if any will be applicable accordingly.
  - xiii. Any dispute between the lessor and lessee/sub-lessee shall be subject to the territorial jurisdiction of Civil Court at Dist Gautam Buddha Nagar or the High Court of Judicature at Allahabad.
- xiv. **THE ALLOTMENT WILL BE ACCEPTED BY THE ALLOTTEE ON “AS IS WHERE IS” BASIS.**
- xv. It shall be the responsibility of the allottee to observe the provisions related to the fire safety. Allottee shall obtain necessary approvals from competent authority on his own.
- xvi. The allottee/lessee shall have to make sufficient provisions of parking within the plot itself as per New Okhla Industrial Development Area (Parking) Directions, 1999.
- xvii. In case of interpretation issues in the brochure/Lease Deed/Policy Documents, the decision of the Chief Executive Officer, NOIDA shall be final and binding to the allottee/Lessee.

**28. DECLARATION BY THE APPLICANT**

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



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



## Annexure-1

### FINANCIAL STATEMENT OF TURNOVER

S.No.	Description	2019-2020 (as per audited balance sheet/ITR of Applicant)	2020-2021 (as per audited balance sheet/ITR of Applicant)	2021-2022 (as per audited balance sheet/ ITR of Applicant)
1	Turnover of a Sole applicant b Holding Company c Subsidiary companies			
	Total (a+b+c)			
2	Turnover of a leader of joint venture /consortium b Relevant members of the joint venture/ consortium c Holding companies of Leader/ relevant members d Subsidiaries of Leader / Relevant member			
	Total (a+b+c+d)			

Signature of Authorised signatory

Stamp of applicant with name and Status/designation

Certificate of Statutory Auditors/Chartered Accountant

Based on the Audited balance sheet 2019-20, 2020-2021 and 2021-2022 & other relevant documents, we, M/s .....the Statutory Auditors and/or Chartered Accountants for M/s..... (Individual, firm either Proprietor or Partnership Firm, Company either Private or Public Limited) having turnover Rupees ..... certify that the above information are correct.

Signature & Seal

Statutory Auditors/Chartered Accountant Membership



## Annexure - 2

### FINANCIAL STATEMENT OF NETWORTH

S.No.	Description	Amount in crore rupees	Remarks
1.	Net worth as on 31-03-2022 a. Sole applicant b. Its holding company c. Its subsidiary companies		
	Total {a+b+c}		
2	Net worth as on 31-03-2022 a. Leader of joint venture/consortium b. Relevant members of the joint venture/ consortium c. Holding companies of leader/ Relevant members d. Subsidiaries of Leader/Relevant member		
	Total {a+b+c+d}		

Signature of Authorised signatory

Stamp of applicant with name And Status/designation

Certificate of Statutory Auditor s/Chartered Accountant Based on the Audited balance sheet and other relevant documents, we, M/s ..... the Statutory Auditors and/or Chartered Accountants for M/s ..... {Individual, firm either Proprietor or Partnership Firm, Company either Private or Public Limited) having turnover Rupees ..... certify that the above information are correct.



### ANNEXURE - 3

#### LIQUIDITY CERTIFICATE

This is certify that .....maintaining Current Account/ Saving Bank Account/FOR/ other Deposit Account Nos. ....with us, having liquidity of Rs.....as on.....

Name of Officer with Designation  
(with rubber stamp)

**Note:**

1. Separate certificate for each company/ firm individual to be submitted.
2. Liquidity certificate should not be more than six months old from the date of submission of application.



**Annexure-4**

**AFFIDAVIT (Self 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/Partner/Shareholder)

I .....S/O.....aged about ..... years  
.....proprietor/owner/director/partner/authorized signatory of  
.....  
... r/o.....do hereby solemnly affirm and state as under:

That I am the proprietor/owner/director/partner/authorized signatory of ..... ,and competent to swear and submit the following :-

1. That the unit product does not fall under polluting categories.
2. That the Company/Firm will get NOC from U.P. Pollution Control Board and SSI Certificate from concerned Department of U.P. Govt.
3. That the deponent is aware of the fact and law of the Authority that it is mandatory to submit the above documents to the Authority before the execution of the Lease Deed and if the Deponent fails to submit the above documents, he will be bound to follow the instructions/punishment as imposed by the Authority.
4. That the Deponent is also known about the fact that non submission of the above documents may also lead to cancellation of his candidature/allotment of the land for which he has applied.
5. That the Deponent assures and declare that in case of violation of above directions, NOIDA will be free to take any decision as it deem fit and appropriate

Deponent

*I....., the deponent swear and declare that para 1 to 5 of the above affidavit are true and correct to my best of knowledge and no part of it is false or concealed.*

Deponent

Date.....

Place :.....



**Annexure-5**

**FORMAT FOR AFFIDAVIT**

(To be furnished on judicial stamp paper of Rs. 100/- duly attested by notary public, by the sole Applicant or by Each Member).

Ref: Application of Industrial Plot in New Okhla Industrial Development Area.

- 1 I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexures & Formats, are true and correct and nothing has been concealed.
- 2 The undersigned also hereby certifies that neither our Company M/s.....nor any of its Director/Constituent partners have been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the bidding /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 NOIDA to verify this statement or regarding my (our) competence and general reputation.

Signature of Authorized signatory

Stamp of applicant with Name And Status/designation



**Annexure-6**

**FORMAT OF MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE/CONSORTIUM**

(To be furnished on non-judicial stamp paper of rs. 100/- duly attested by Notary Public).

The Memorandum of Understanding (MOU) entered into this-----  
day of

-----at-- -----

Among ..... ( hereinafter referred as  
.....) and having office at  
..... (India party of first part.

And.....) hereinafter referred  
as.....(and having office at  
.....)india party of second part.

And.....(hereinafter referred  
as.....)and having office at  
.....(india party of third part.

And.....) hereinafter referred  
as.....(and having office at  
.....)India party of fourth part.

The parties are individually referred to as party and collectively as parties WHEREAS the New Okhla Industrial Development Authority has invited application from interested parties for Institutional plot(s)

AND WHEREAS the Parties have had discussions for formation of a joint Venture/  
Consortium for applying for the said industrial plot and have reached an  
understanding on the following points with respect to the party's right and  
obligations toward each other and their working relationship.

AS MUTUAL UNDERSTANDING OF PARTIES, IT IS HEREBY AGREED AND  
DECLARED AS FOLLOWS:

1. That the Parties will form a Special Purpose Company (SPC) with the shareholding commitments expressly stated.
2. That M/s .....who is the lead Member of the Joint Venture /Consortium, commits to hold and minimum equity stake equal to 26% of the aggregate shareholding of the Joint Venture/Consortium in the SPC at all times during the period of completion of project. Each Relevant Equity Member of Joint Venture/Consortium shall also maintain their respective shareholding of the aggregate shareholding of the Joint Venture/ Consortium in SPC at all times during the period of completion of project and no change in shareholding structure of Joint Venture/Consortium may be permitted except with the permission of NOIDA.
3. That the shareholding commitments shall be recorded in the Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Documents and the Agreement.





4. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Agreement.
5. That the Parties affirm that they shall implement the project in good faith steps to see the execution of the said development expeditiously.
6. That this MOU shall be governed in accordance with the laws of India and court in India shall have exclusive jurisdiction to adjudicate disputes arising the terms herein.
7. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

..... (party of the First part)	..... (party of the Second part	..... (party of the Third part	..... (party of the Fourth part
---------------------------------------	---------------------------------------	--------------------------------------	---------------------------------------

Witness

1. .... 2. ....

3. ....

4. ....



**Annexure-7**

**1. STATEMENT OF SHARHOLDERS/CONSORTIUM MEMBERS**

Sr. No.	Name of Shareholders {All share holders with shareholding more than 5%} / Consortium Members	Percent Shareholding/ Share in Consortium
1.		
2.		
3.		
4.		
5.	<i>{Note: Add as many rows as required}</i>	

Signature of Authorized signatory

Stamp of applicant with name and Status/designation



## **Annexure – 8**

Indemnity Bond  
(on Rs 100/- stamp paper duly notarized)

Ref: Application of Industrial Plot in New Okhla Industrial Development Area.

I, the undersigned, do hereby certify that I'm fully aware that if the allotted plot is not made functional within the stipulated time as mentioned in the brochure, the plot shall be deemed to be cancelled and possession of the plot shall vest with the Authority.

Signature of Authorized signatory

Stamp of applicant with Name And Status/designation



## Annexure – 9

Indemnity Bond  
(on Rs 100/- stamp paper duly notarized)

Ref: Application of Industrial Plot in New Okhla Industrial Development Area.

I, the undersigned, do hereby certify that I'm fully aware that there are two options to pay the entire due premium against the allotted plot

### PAYMENT PLAN - A

Payment of entire due premium (after adjustment of Registration Money i.e. 10% of the total reserve price of the plot as per Clause 4(x)) within 90 days from the date of issuance of allotment letter. In case entire premium of plot is deposited within 90 days from the issue of allotment letter, the allottee shall be given a rebate of 2 percent on the total premium of the plot.

OR

### PAYMENT PLAN - B

Payment of 50% of the total premium of the plot (after adjustment of Registration money i.e. 10% of the total reserve price of the plot as per Clause 4(x)) as Allotment Money within 60 days from the date of issuance of allotment letter. In case of default in payment the interest @ 12% (where 9% shall be normal rate of interest as on 01.07.2022 and in case of default 3%penal interest + GST applicable on penal interest) shall be charged on the defaulted amount for the defaulted period after compounding half yearly. The due date for payment for first installment shall be on or after 6 Months from the issue of allotment letter which is 30<sup>th</sup> June or 31<sup>st</sup> December of the year whichever is earlier. Additionally, the allottee shall be required to submit a bank guarantee of balance 50% premium, which shall be released only after allottee has cleared all the dues in against the premium and all other dues are up-to-date.

I, the undersigned, do hereby choose PAYMENT PLAN .... for the payment of due premium against the allotted plot.

I, the undersigned, agree that

- a. Irrespective of the choice of premium payment as per point 7(i), I shall have to deposit an amount equivalent to allotment money in the Authorized banks within stipulated time period from the date of issue of allotment letter and also submit a photocopy of challan in the office of In-charge Officer, Industrial Section. **No extension shall be granted for the payment of allotment money.** In case the due allotment money, as mentioned above, is not deposited within the stipulated period, the allotment of plot shall be cancelled without giving any opportunity in this regard and forfeiture of registration money would be affected. No communication in this regard shall be entertained.
- b. **The Payment option (PAYMENT PLAN - A or PAYMENT PLAN – B) once submitted, cannot be changed later at any stage.**
- c. **If I have opted for payment of entire premium of plot as per option A in point 7(i), the entire due premium amount shall have to be deposited within 90 days from the issue of allotment letter. No extension shall be granted for the payment of due premium.** In case the due premium, as mentioned above, is not deposited within the stipulated period, the allotment of plot shall be cancelled without giving any opportunity in this regard and forfeiture of registration money would be affected. No communication in this regard shall be entertained

Signature of Authorized signatory

Stamp of applicant with Name And Status/designation



## ANNEXURE – 10

### Brief information about the proposed project

1	<b>Name of Applicant</b> (Allotment Letter shall be issued in this name)	
2	<b>Constitution of Applicant</b> (A sole proprietor, a registered partnership firm, a duly incorporated LLP/ Pvt. Ltd. Co./Ltd Co)	
3	<b>Authorized Signatory Name</b>	
	<b>Designation</b>	
	<b>Email</b>	
	<b>Phone</b>	
4	<b>Plot number applied for</b>	
	<b>Applied Area (In SQM)</b>	
5	<b>Proposed Project</b>	
6	<b>Total cost of the project (Rs.in lacs)</b> a) Land Cost	
	b) cost of the project (Rs.in lacs) excluding land cost	
	c) Total cost of the project (Rs.in lacs) including land cost	
7	<b>Funding from own sources (Rs.in lacs) (Amount and nature of sources)</b>	
8	<b>Funding from other sources (Rs.in lacs) (Amount and nature of sources)</b>	
9	<b>Likely expected date of production</b>	
10	<b>Likely Employment generation</b>	
11	<b>Proposed employment to local population in %age</b>	
12	<b>Payment Plan opted for (A or B)</b>	



13	<b>FDI (if any)</b> Please attach certificate/ letter issued from competent authority	
14	<b>100% export oriented unit</b> Please attach certificate/ letter issued from competent authority	YES / NO
15	<b>Female /SC/ST/ Physically Challenged Partner/ Shareholder</b> (Please specify %age of shareholding along with CA certificate. The status of shareholding should be before date of publication of scheme and the CA certificate should clearly mention this.)	
16	<b>Whether the applicant has an existing Industrial unit in NOIDA</b> (Yes / No) (if YES, please specify the plot number/ sector. Also attach the relevant supporting document)	
17	Whether the applicant has been recognized as <b>StartUp</b> by Department for Industrial Policy and Promotion (Yes / No) (if YES, please enclose relevant supporting document)	
18	<b>Refund Details</b> (these details shall be used only in cases where refund of EMD/ Registration Fee of unsuccessful applicants through portal fails)	A/c No: IFSC: Name of Bank: Branch Address:

Signatures of the  
Authorized Signatory and stamp of the  
Applicant with name/ status/designation  
(Certified by C.A.)

**\*All enclosures certified by CA should be accompanied with UDIN number.**



## ANNEXURE – 11

*The following is the list of industry which may be permitted in industrial area developed by New Okhla Industrial Development Authority*

### **S.No. Name of the Project**

1. Agarbatti and Similar Products
2. Agriculture appliances and implements
3. Agriculture equipments repairing
4. Air conditioner(s)& its parts
5. Aluminum doors/windows/fittings/furniture
6. Aluminum-wares, moulds of cakes and pastry
7. Assembly and repair of cycles
8. Assembly and repairs of electrical gadgets
9. Assembly and repair of sewing machines
10. Atta chakki and spices and dal grinding
11. Attache, Suitcases Brief cases & bags
12. Auto Parts
13. Auto Mobile service/repair denting/painting Workshop only on plot area of 400 SQM & above
14. Batik works
15. Battery charging
16. Belts and buckles
17. Biscuit, pappy, cakes, & cookies making
18. Block making and photo enlarging
19. Brass fitting
20. Bread & Bakeries
21. Brushes & Brooms
22. Buckets
23. Builder hardware
24. Bulbs (battery)
25. Buttons clips & hooks
26. Button making, fixing of buttons & hooks
27. Calico and Textile products
28. Candies, Sweets, Rasmalai etc.
29. Candles
30. Cane and Bamboo products
31. Canvas Bags & Hold-all makings
32. Cardboard Boxes
33. Carpentry
34. Terrazzo tiles, paving, jallies of Cement (in Phase-II only)
35. Assembly of Centrifugal pumps & small turbines
36. Citrus fruit concentrate
37. Clay modeling
38. Cold storage & refrigeration



- 39 Collapsible gates railing & grill
40. Conduit pipes
41. Confectionery candies and sweet
42. Copper and brass Art wares
43. Copper Metal parts
44. Copper-ware and utensils
45. Cordage, rope and twine making
46. Cotton and silkscreen printing
47. Cotton ginning
48. Cotton/silk Printing (By Hand)
49. Crayons
50. Cutlery
51. Cycle chain
52. Cycle locks
53. Dal milling
54. Data Processing Centers
55. Decorative goods
56. Dehydrated vegetables
57. Diamond cutting and polishing work
58. Dies for plastic mouldings
59. Door shutters and windows
60. Drugs and Medicines (formulation only in Phase-II)
61. Dyeing, bleaching, finishing processing cloth (including mercerizing, Calendaring, glazing etc.) only in phase-II
62. Elastic products.
63. Electric fans
64. Electric fittings (switch, plug, pin etc.)
65. Electric lamp shades, fixtures
66. Electric Motor and parts
67. Electric Press assembling
68. Electric appliances (room heaters, lamps etc.)
69. Electrical motors, transformers and generators
70. Electronic goods manufacturing
71. Embroidery
72. Enamel ware
73. Engineering works
74. Expanded metals
75. Fabrication (like trusses and frames)
76. Fire fighting equipments
77. Flour mills
78. Fluorescent light fitting (including neon signs)
79. Fountain pen, Ball pen and felt pens
80. Footwear
81. Framing of pictures and mirrors
82. Fruit canning
83. Glass work (assembly type)





84. Gold and Silver Thread Kalabattu
85. Grading, waxing and polishing of fruits
86. Only Blending/Repacking of Grease & Oils
87. Hand Press
88. Helmets
89. Hats, caps turbans including embroideries
90. Hinges and Hardware
91. House hold/kitchen appliances
92. Hydraulic Press
93. Ice boxes and body of the coolers
94. Labels/ Stickers
95. Ice-Cream
96. Information Technology/IT Enabled Industries
97. Industrial fasteners
98. Ink making for fountain pens
99. Interlocking & buttoning
100. Ivory Carving
101. Jewellery items
102. Juicer (only assembly)
103. Jute products
104. Key rings
105. Khadi and Handlooms Products
106. Knife making
107. Laboratory porcelain, dental porcelain work
108. Kulfi and confectionery
109. Lace work and like
110. Lamps and burners
111. Lantern. Torches and flash lights
112. Lathe machines
113. Laundry & dry-cleaning
114. Leather and raxine made ups.
115. Leather footwear
116. Leather Upholstery and other leather goods
117. Locks
118. Manufacturing of trunks and metal Boxes
119. Marble stone items
120. Metal containers
121. Metal letter cutting
122. Metal polishing
123. Milk creams separators and mixers
124. Milk testing equipments
125. Milling of pulses
126. Miscellaneous machines parts
127. Motor winding works
128. Musical instruments (including repairs)



129. Name plate making
130. Nuts/Bolts/Pulleys/Chains and gears  
Oil Stoves, Pressure Lamps and Accessories
131. Optical instruments
132. Ornamental leather goods like purses, handbags
133. P.V.C. Compound
134. P.V.C. Products
135. Padlock and pressed locks
136. Formulation only of paints & Thinners (only in Phase-II)
137. Pan Masala
138. Paper products
139. Paper cutting machine
140. Paper making machine
141. Paper stationery items and book binding
142. Totally mechanized and automatic unit for pasteurized milk and its products permitted in Phase – II only
143. Perfumery and cosmetics
144. Photo Type Setting
145. Photographs, Printing (including signboard painting)
146. Photostat and cyclostyling
147. Pickles, Chutneys and Murabba
148. Pith hat, garlands of flowers and pith
149. Plastic products
150. Polish work
151. Polishing of plastic parts
152. Polythene bags
153. Precision instruments of all kinds
154. Preparation of Vadi & Papad etc.
155. Pressure cookers
156. Printing, book binding embossing and photographs etc.
157. Processed fruit and vegetables products
158. Processing of condiments, spices, groundnuts and dal etc.
159. Rakhee making
160. Rail coupling parts
161. Readymade Garments
162. Repairs of small domestic appliances and gadgets (like room heater, room coolers, hot plates, lamps etc.)
163. Repair of watches and clocks
164. Rings and eyelets
165. Rolling shutters
166. Rubber products from mixed compound
167. Rubber stamps
168. Safety pins
169. Sanitary goods machining & fittings
170. Saree fall making
171. Scissors making
172. Screen printing



173. Screw & nails
174. Software, Hardware & Peripherals of Computer
175. Sheet metal works
176. Shoe making and repairing
177. Shoe laces
178. Silver foil making
179. Small electronic components
180. Small Machine & Machine tools
181. Spectacles optical frames
182. Spice grinding
183. Speedometers
184. Sports goods
185. Sprayers (hand and foot)
186. Stamp pads
187. Stapler pins
188. Stationery items (including educational and school drawing instruments)
189. Steel Almirahs
190. Steel Furnitures
191. Steel Lockers
192. Steel wire drawings
193. Steel wire products
194. Stone engraving
195. Stove pipe, safety pins and aluminum buttons (by hand press)
196. Structural steel fabrications
197. Surgical bandage rolling and cutting
198. Surgical goods
199. Surgical instruments and equipments
200. T.V. Radio cassette, recorders etc.
201. T.V./ Radio/transistor cabinets
202. Table lamps and shades
203. Tailoring
204. Tomato ketchup & vegetable sauce
205. Containers lids
206. Tarpaulin & Tents including repairs (no processing & weaving)
207. Telephone and its parts
208. Thermometers
209. Thread balls and cotton fillings
210. Tin box making
211. Tractor parts
212. Transformer covers
213. Typewriter parts manufacturing and assembling
214. Tyre retreading with cold process only
215. Umbrella assembly
216. Upholstery springs and other springs (no heat treatment)
217. Utensils



218. Assembly of vacuum flasks
219. Velvet embroidered shoes/shawls
220. Veneer of plywood
221. Vermicelli and macaroni
222. Vinegar and juice
223. Watches and clocks parts
224. Water meters
225. Water meters repairing
226. Water Tanks
227. Wax polishing
228. Weaning food
229. Welding works
230. Wire drawing coating and electric cable
231. Wire knitting
232. Wire netting
233. Wood carving and decorative wood wares
234. Wooden/cardboard jewellery boxes
235. Wool balling and lachee making
236. Wool knitting (with machine)
237. Writing and marking ink
238. X-ray machines
239. Zari Zardozi
240. Zip fasteners
241. ITES-BPO/Call centers etc.
242. Audio-Video Studio, Film Studio, Film Production, Setting up T.V. Studio, Up linking facilities, Broadcasting, Editing, Sound & Visual Lab, Sound Transfer & Graphics.

***The following project/operation/process shall not be permitted in any of the Phases of the industrial areas of NOIDA.***

1. Smelter Process
2. Distillery
3. Dyes and dyes intermediates
4. Foundries, Coupala, Arc Furnace, Induction Furnace & other furnaces
5. Tannery
6. Pulp & Paper
7. Bone
8. Stone Crushing
9. Nitric Acid
10. Asbestos Manufacturing
11. Cement Plant
12. Caustic Soda
13. Sulfuric Acid
14. Fertilizers
15. Oil Refinery / Petroleum Refinery
16. Pesticides Industries
17. Basic Drugs
18. Petrochemicals



19. Synthetic rubber
20. Calcium carbide
21. Coke oven
22. Composite Woolen Mills
23. Inorganic Chemicals
24. Starch and Glucose
25. Toxic Organic Chemicals
26. Industries based on water as major raw material
27. Any other polluting, hazardous, obnoxious project or/and where water is major/ substantial raw material.

***The following projects may be permitted independently also on restrictive basis in all sectors of Industrial Area Phase –II :-***

1. Dying and Bleaching
2. Paint and Adhesives
3. Electroplating/pickling/power coating/Galvanizing as intermediate Process.
4. Paints/Pesticides/Drugs formulation
5. Marble Polishing & Stone cutting

***While submitting project report along with the application, applicants may apply for a different project other than this list, provided the project has been cleared in Green Category issued by Uttar Pradesh Pollution Control Board. Chief Executive Officer, NOIDA shall be the final authority to grant permission for such project after due consideration.***

However any of the above Unit would only be made functional subject to:-

- a Prior permission for the specific industry is obtained in writing from the NOIDA Authority.
- b Unit would comply with all the state/ central Govt. Statutory requirement, as applicable to permitted unit.
- c The unit would obtain the NOC consent from the UP Pollution Control Board. The main plant of the unit would only function when the mandatory pollution control plant and equipment's are totally fully in operation.
- d The unit would ensure suitable arrangement for disposal of liquid and gaseous effluents/wastes and also ensure disposal of solid industrial wastes at its risk, cost and responsibility as per governmental norms.
- e The unit would not undertake any storage/handling of material(s)/consumable(s)/intermediate/finished products).
- f There would be no activity in the unit, which is cause/source of nuisance to the neighbours and/or general public and or is detrimental/prejudice to public interests/environment.
- g The noise level emanating from the industry/unit would not exceed the limit fixed as per norms.
- h No activity other than industrial activity shall be allowed in the industrial premises in the entire industrial area in NOIDA.
- i The 209\* projects listed in the G.O. No. 2164/37/AMR/97 dated 3-6-97 issued by UP Pollution Control Board and IT and IT enables services projects will be allowed to be set up in industrial areas of NOIDA. No prior permission of NOIDA Authority will be required for change of project to the projects listed in the above mentioned G.O. The allottees will only be required to inform the Authority about the change in the project, the allottee will be intimated within 30 days from the date of receipt of such intimation.

**List of available plots**

- 4000 वर्गमीटर तक क्षेत्रफल के उपलब्ध भूखण्डों की सूची निम्नवत है:-

Sr No	Sector	Block	Plot No	Tentative Area (In Sq Mtr)	Reserve Price (in Rs.)	Registration money	Processing fess+GST
1	80	B	69	1536	32933376	3293338	20000+GST
2	164	N/A	55	913	17466603	1746661	20000+GST
3	164	N/A	24	1000	18675500	1867550	20000+GST
4	164	N/A	35	1000	18675500	1867550	20000+GST
5	164	N/A	40	1000	18675500	1867550	20000+GST
6	164	N/A	44	1000	18675500	1867550	20000+GST
7	164	N/A	60	3130	58454315	5845432	20000+GST

- 4000 वर्गमीटर से अधिक क्षेत्रफल के उपलब्ध भूखण्डों की सूची निम्नवत है:-

Sr No	Sector	Block	Plot No	Tentative Area (In Sq Mtr)	Reserve Price (in Rs.)	Registration money	Processing fess+GST
1	162	N/A	2	10000	179970000	17997000	20000+GST
2	162	N/A	3	10000	179970000	17997000	20000+GST
3	162	N/A	4	10000	179970000	17997000	20000+GST
4	162	N/A	5	10000	179970000	17997000	20000+GST
5	164	N/A	8	11744	210038270	21003827	20000+GST
6	164	N/A	2	18343	323811731	32381174	20000+GST
7	164	N/A	3	18300	323070213	32307021	20000+GST
8	164	N/A	4	18791	339429350	33942935	20000+GST
9	164	N/A	6	20139	346235327	34623533	20000+GST
10	164	N/A	7	20139	346235327	34623533	20000+GST
11	164	N/A	17	17703	312777490	31277749	20000+GST

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