

NOIDA

**THE POLICIES & PROCEDURES
FOR
COMMERCIAL PROPERTY MANAGEMENT
OCTOBER, 2004**

**(THESE GUIDELINES, CHARGES AND TERMS & CONDITIONS ARE
ONLY INDICATIVE AND AS PREVAILING & ARE SUBJECT TO
AMENDMENT/MODIFICATION/ ALTERATION
WITHOUT ANY NOTICE)**

COMMERCIAL PROPERTIES

There are three types of commercial properties sold by NOIDA.

1. Built up shops
2. Actual users plots
3. Builders plots

A. PROCEDURE FOR ALLOTMENT

Commercial properties are allotted on sealed tender basis/auction basis/two bid system.

B. WHO CAN TENDER

1. Any person, a registered partnership firm, Pvt./Public Ltd. Company may submit tender for one or more than one plots/built up shops. A separate application shall be required to be submitted for each plot/built up shop.

In case of partnership firm, all partners are required to sign the tender form. In case of Pvt./Public Ltd. Company, the board resolution authorising the applicant to sign on behalf of the Company.

In case of Partnership firm, a certified copy of partnership deed along with certificate issued by Registrar of Firms shall also be required with the tender form. In case of Pvt./Public Ltd. Company, a list of directors and share holders indicating the number of shares issued duly certified by Chartered Accountant and a certified copy of Memorandum & Articles of Association shall be required with tender form. In case of Public Ltd. Company listed with recognised Stock Exchange, list of share holders shall not be required.

2. Incomplete tender shall be summarily rejected.
3. Any change in the name of the intending tenderer will not be allowed under any circumstances.
4. The tenderer should be competent to submit the tender and enter into contract in law.

B(1). HOW TO APPLY

The tenderer may submit tender form duly filled in alongwith separate demand drafts of requisite non-refundable & non-adjustable processing fee and earnest money as applicable and other required documents in the tender box available in the office of Commercial Department are to be submitted during the period of the scheme.

C MODE OF ALLOTMENT

- i) The sealed tenders are opened by the constituted committee on the prescribed date and time in the presence of tenderers.

- ii) The Chief Executive Officer or any other officer authorised in this behalf reserves the right to reject any tender including the highest tender without assigning any reason.
- iii) The Chief Executive Officer reserves the right to make such addition, alterations or modification in the terms and conditions of tender/allotment from time to time as he may consider just and expedient.
- iv) In case of any clarification or interpretation regarding the terms and conditions of tender, the decision of the Chief Executive Officer of the Authority will be final and binding on the applicant/allottee.
- v) If due to any "FORCE MAJEURE" or circumstances, beyond Authority's control, the Authority is unable to make allotment or deliver possession of allotted plot, entire earnest money and the deposits depending on state of allotment shall be refunded without interest.
- vi) Tenderer is informed about acceptance of tender in writing through allotment letter.
- vii) In case more than one tender of same amount is received against the plot/shop, fresh tenders shall be invited from the tenderer by the committee.
- viii) Allottees/Lessees/Sub-lessees/Transferee after 15.06.2001, are not eligible for any preferential allotment of residential plot/house under various schemes of the Authority. However, this condition shall not apply in the case of transfer in blood relation.
- ix) The allotment is made on "As Is Where Is Basis". In case of variation in the dimensions shown in the brochure and at the site, allottee will accept the variation and in case of increased/decreased in the plot area, payment shall be adjusted/demanded as proportionate to tender rate.

D. MODE OF PAYMENT

FOR SHOPS

- i) After acceptance of the tender by the Chief Executive Officer, NOIDA, or any officer authorised by the Chief Executive Officer, NOIDA, tenderer will be informed of such acceptance in writing through allotment letter and he shall pay 20% of the premium through bank draft, drawn in favour of "NOIDA" and payable at NOIDA/Delhi/New Delhi within 30 days thereof. If 20% amount is not paid within prescribed 30 days, the earnest money will be forfeited. No extension of time shall be granted for deposit of this amount under any circumstances.
- ii) Balance 80% of the premium will be deposited by the allottee in 16 equal half yearly instalments alongwith interest @ 12% p.a. or as amended by the Authority from time to time on outstanding premium compounded half yearly. First such instalment will fall due within six months from the date of allotment. The allottee shall be required to deposit the instalment and interest on or

before the given date. No challan shall be issued for payment of instalment and interest. If the allottee fails to pay instalments within due dates, allotment will be cancelled and amount equivalent to 30% of premium will be forfeited in favour of the Authority. However, in exceptional circumstances, extension for deposit of instalment/interest will be granted at the sole discretion of Chief Executive Officer or any other officer authorised by him but it will be subject to payment of interest @ 15% p.a. or as amended by the Authority from time to time compounded every half yearly on defaulted amount for delayed period.

FOR PLOTS

- i) After acceptance of the tender by the Chief Executive Officer, NOIDA, or any officer authorised by the Chief Executive Officer, NOIDA, tenderer will be informed of such acceptance in writing through allotment letter and he shall pay 25% of the premium through bank draft, drawn in favour of "NOIDA" and payable at NOIDA/Delhi/New Delhi within 30 days thereof. If 25% amount is not paid within prescribed 30 days, the earnest money will be forfeited. No extension of time shall be granted for deposit of this amount under any circumstances.
- ii) Balance 75% of the premium will be deposited by the allottee in 16 equal half yearly instalments/ as per brochure of the scheme alongwith interest @ 12% p.a. or as amended by the Authority from time to time on outstanding premium compounded half yearly. First such instalment will fall due within six months from the date of allotment. The allottee shall be required to deposit the instalment and interest on or before the given date. No challan shall be issued for payment of instalments and interest. If the allottee fails to pay instalments within due dates, allotment will be cancelled and amount equivalent to 30% of premium will be forfeited in favour of the Authority. However, in exceptional circumstances, extension for deposit of instalment/interest will be granted at the sole discretion of Chief Executive Officer or any other officer authorised by him but it will be subject to payment of interest @ 15% p.a. or as amended by the Authority from time to time compounded every half yearly on defaulted amount for delayed period.

- NOTE:** (1) The above payment plan could differ in the cases of allotment of builders plot. Notwithstanding any request of allottee/lessee, the payment made by him shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the annual lease rent/instalment due.
- (2) The above rate of interest is applicable in the schemes announced after September 2004. However, the rate of interest in other cases shall continue to apply as per terms of allotment tender/lease deed.

E. EXECUTION OF LEASE DEED

The successful tenderer/allottee will have to execute lease deed and take over possession of the plot/shop within 120 days from the date of allotment after

completing of formalities as indicated in the allotment letter and check list. In case of allottee's failure to do so within the above stipulated period, the allotment of plot will be cancelled & the money deposited shall be forfeited as per terms and conditions of the allotment/brochure of the scheme . The interest and other penalties, if deposited, shall also be forfeited. However, in exceptional circumstances the extension for execution of lease deed may be permitted. But these extension will be subject to payment of penalty @ 5% of total premium annually which will be calculated on day to day basis. After execution of lease deed, allottee will take over the possession of plot within 15 days from the concerned project engineer. The date of execution lease deed shall be as the date of handed over of actual physical position, notwithstanding any other claim. The cost and expenses of preparation, stamping and registering the lease deed and its copies and all other incidental expenses shall be paid by the allottee.

F. PERIOD OF LEASE

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

G. IMPLEMENTATION OF PROJECT

In case of plot, the lessee shall construct the building within three years from the date of possession and submit the sufficient documents to the Authority in proof thereof. However, further extension in exceptional cases on satisfaction of Chief Executive Officer or his authorised officer, can be granted on payment of extension charges as applicable at the time of grant of such extension. In case of built of shops the lessee shall have to implement the project within a period of 2 years from the date of possession and the conditions stated above shall also apply. The period for implementation of project can vary in the case of builders plot which would be applicable as per terms and conditions mentioned in the brochure of the respective schemes.

G(1). GROUND RENT / LEASE RENT

In addition to tendered amount, the allottee/lessee shall have to pay yearly ground rent/lease rent in advance in the manner indicated below:-

- (A) The ground/lease rent shall be charged @ 2.5% p.a. of the total premium of the plot for the first 10 years from the stipulated date of execution of lease deed.
- (B) The ground rent / lease rent in the cases of builders plot shall be charged @ Re 1/- per sqm. per year for first three years from the stipulated date of execution of lease deed and 2.5% per annum for rest of the seven years of first ten years.
- (C) The ground/lease rent shall be charged @ 1% p.a. of the total premium of the shop for the first 10 years from the stipulated date of execution of lease deed.

- (D) The ground rent/lease rent of the plot and built up shop shall be enhanced after expiry of every 10 years from the stipulated date of execution of lease deed. This enhancement will be 50% of lease rent/ ground rent last thus fixed.

OR

The lessee has the option to pay 11 years lease rent @ 2.5% p.a. for the plot and @ 1% for built-up shops, of the total premium as **ONE TIME LEASE RENT**. Thereafter no lease rent shall be payable for the entire period of lease.

G(2). TRANSFER OF COMMERCIAL PROPERTY(IES)

1. The cases, where cancellation has been effected, are not eligible for transfer.
2. Only bonafide allottee/lessees/transferees/sub-lessee are eligible to transfer commercial property allotted/transferred to them.
3. Application for transfer should come on prescribed application form available in Dena Bank, Sector-19, Noida against cash payment of Rs.100/-.
4. The transfer application form should be duly filled in alongwith the NOC's from various department i.e. PE(Jal), AO(Comm.). (all original documents i.e allotment letter, possession letter as well as subsequent legal documents are required to be submitted alongwith transfer application form).
5. Transfer application should be accompanied with a bank draft of Rs.1,000/- towards transfer processing fee in favour of "NOIDA" payable at New Delhi/Delhi/Noida.
6. Photograph, Signature of Transferor(s)/Transferee(s) must be attested by the Banker(s) on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorising the signatory for moving the transfer application should also be submitted with application along with passport size latest photograph duly attested by Banker/ Gazetted Officer for both Transferor(s)/ Transferee(s).
7. Both Transferor and Transferee must be competent to contract in law on the date of transfer application.
8. That the lessee may be entitled to sell, transfer, assign the property after payment of upto date instalment(s), interest and lease rent. The Chief Executive Officer NOIDA or any authorised officer may grant such permission as per prevailing policy of the Lessor. However, the Lessor reserves the right to reject any transfer application without assigning any reason whatsoever. The lessee will also be required to pay the transfer charges as per policy.

The transferee undertakes to put to use the plot/shop for the original permissible use only.

The lessee, shall pay transfer charges prevailing at the time of transfer. All the terms and conditions of allotment, transfer permission and lease deed/brochure shall be applicable.

The transfer charges shall be as per policy prevailing on the date of transfer application. However, at present the rate of transfer charges as follows :-

Upto first five years Rs. 1500/- per Sq.mt. Or 10% of the premium whichever is higher.

For sixth year Rs. 1700/- per Sq.mt. Or 10% of the premium whichever is higher.

For seventh year Rs. 1900/- per Sq.mt. Or 10% of the premium whichever is higher.

For eighth year Rs. 2100/- per Sq.mt. Or 10% of the premium whichever is higher.

For ninth year Rs. 2300/- per Sq.mt. Or 10% of the premium whichever is higher.

For tenth year Rs. 2500/- per Sq.mt. Or 10% of the premium whichever is higher.

For eleventh year Rs. 2600/- per Sq.mt. Or 10% of the premium whichever is higher.

For twelfth year Rs. 2700/- per Sq.mt. Or 10% of the premium whichever is higher.

For thirteenth year Rs. 2800/- per Sq.mt. Or 10% of the premium whichever is higher.

For fourteenth year Rs. 2900/- per Sq.mt. Or 10% of the premium whichever is higher.

For fifteenth year Rs. 3000/- per Sq.mt. Or 10% of the premium whichever is higher.

For sixteenth year Rs. 3300/- per Sq.mt. Or 10% of the premium whichever is higher.

For seventeenth year Rs. 3630/- per Sq.mt. Or 10% of the premium whichever is higher.

Thereafter, the transfer charges shall be applicable with an annual increase of 10% of the transfer charges last thus fixed, provided further that the rate of transfer charges may be modified by Chief Executive Officer, NOIDA or any officer authorised by Chief Executive Officer from time to time and the same shall be binding on the lessee/sub-lessee.

11. Transferor and transferee should severally and/or jointly satisfy themselves about the over-dues/dues position from the Accounts Officer (Commercial) of the Authority.
12. Once transfer is approved and Transfer Memorandum is issued, all the assets and or liabilities against the commercial property(ies) would pass on the transferee.
13. Lease rent will be charged @ prevailing at the time of transfer subject to enhancement as envisaged in lease deed/ transfer deed/ transfer memorandum. However, delayed payments in this regard are subject to payment of interest as per rules of the Authority prevailing from time to time.
14. In case of transfer of even partial rights of the minor, orders of the District Judge are required regarding the protection of interest of Minor.
15. Transfer of commercial properties by original allottee/transferee in blood relation i.e. in favour of father/mother/husband/wife/son/daughter and vice-versa would be allowed without charges, subject to payment of transfer processing fee of Rs.1,000/-.

16. Transfer charges once deposited will not be refunded/adjusted even in case transfer does not materialise due to dispute between the parties/or withdrawal of transfer application by the transferor with the consent of transferee(s).
17. The transfer of commercial property is an Act between the Transferor(s) and Transferee(s) and as such any liens claims damages compensation adverse court orders etc. arising thereof subsequently would be the sole liability of transferee(s) and Noida would remain indemnified against the same.
18. Transferor and Transferee would execute and register the Transfer Deed within 90 days from the date of Transfer Memorandum. In case the possession of property is given after execution of HPTA than allottee is to revoke the HPTA and proposed transferee shall execute lease deed. In case of failure to execute the transfer deed or lease deed as the case may be, penalty shall be charged as per terms and conditions of allotment/transfer memorandum.

G(3). TRANSFER OF PLOT/BUILDING THEREON

In case of builders plot, no transfer charges shall be applicable if built up space of commercial plot is transferred during the 2 years from the date of completion. In case of other commercial plots, no transfer charges shall be payable, if part built up space is transferred within a stipulated time of construction. The lessee will be permitted to transfer built-up space on the fulfilment of the following conditions:-

- (A) The lessee has made full payment of the plot premium, interest, lease rent for the entire period of lease as it is realisable in terms of policy of the lessor in this regard and interest, if any, due thereon.
- (B) The lease deed has been executed.
- (C) The lessee has obtained building completion certificate.
- (D) The sub-lessee undertakes to put to use the premises for the original permissible use only.

The lessee, shall also execute a sub-lease deed between lessor, lessee and proposed transferee (Sub-lessee). The lessee/sub-lessee shall also ensure adherence to the building regulations and directions. All the terms and conditions of allotment and lease deed shall be applicable and binding on sub-lessee.

Thereafter transfer charges shall be payable period on pro-rata basis as applicable. The purchaser shall also require to pay pro-rata lease rent as applicable. The sub-lessee shall be required to make the built up space functional with in one year from the date of sub-lease and submit sufficient documents to the Authority in proof thereof. Thereafter extension charges shall be payable, as applicable. Rest of the terms will be as mentioned in para G(1).

G(4). TRANSFER OF COMMERCIAL PROPERTY ON POWER OF ATTORNEY BASIS

Commercial properties are allowed to be transferred on power of attorney basis with the following conditions:-

- i) Transfer application for containing details terms and conditions for transfer of commercial properties through power of attorney holder of the allottee shall be available from Bank against cash payment of Rs. 100/- . Allottees can apply for transfer through these forms.
- ii) Transfer application received on the basis of certified copy of Registered power of attorney only shall be entertained.
- iii) It shall be the sole responsibility of intending transferee to ensure authenticity and validity of such power of attorney.
- iii) The power of attorney holder shall be required to submit affidavit on the prescribed performa in support of authenticity and validity of power attorney. The intending purchaser shall also submit an indemnity bond on prescribed Performa in support thereof.

In addition original allotment letter/possession certificate/legal documents i.e. licence agreement/HPTA/Lease Deed/Transfer deed for the property under transfer, shall also be required alongwith the transfer application.

These documents shall be returned to transferee alongwith permission for transfer, if granted, under registered post or in person.

- v) Certified copy of an Agreement to sell duly registered or notarised shall also be required in favour of intending transferee.
- vi) Transfer charges shall be one and half times (1.50) of the normal transfer charges for first agreement to sell. Thereafter transfer charges shall be increased @ 50% of the normal transfer charges for every subsequent agreement to sell.
- vii) On grant of transfer permission transferee shall be required to execute Lease Deed/Transfer Deed as the case may be.
- viii) Transfer on power of attorney basis will be subject to directions received from Govt. of U.P. from time to time.

LEVEL OF DECISION & TIME LIKELY TO BE TAKEN:

- i) The transfer request would be decided at the level of General Manager.
- ii) The approval of transfer in principle/rejection would be communicated within 7 days of receipt of application form duly filled in and complete in all respects.

H. RENTING OF COMMERCIAL PREMISES

Allottees of commercial properties are not required to take prior permission for renting out the premises for the same prescribed use for which that property is allotted.

I. CHANGE IN CONSTITUTION

Change From Proprietorship To Partnership

1. The application for change in constitution from proprietorship to partnership, Pvt. Ltd. company, Public Ltd. Co. or vice versa should come from the original lessee(s)/ allottee(s)/ transferor(s).
2. The application should invariably be accompanied by the NOC from term lending institution in case the commercial property is mortgaged.

For Changes From Proprietorship To Partnership

- i) Certified copy of the Partnership Deed.
- ii) Form 'B' regarding registration of firm or any other document to this effect issued by the Registrar
- iii) Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State.
- iv) Notarised affidavit stating the relationship of the incoming partners with the original allottee/Transferee. (In case exemption from payment of CIC charges is sought).

For Changes Within Partnership

- i) Dissolution deed, New Partnership deed, Retirement-cum-Partnership deed of the firm.
- ii) Form 'C' & revised Form 'A' issued by Registrar of firm or any other document to this effect issued by the Registrar of firms of respective State.
- iii) Notarised affidavit stating the relationship of the incoming partners with the original allottee/transferee. (In case exemption from payment of CIC charges is sought.)

For changes within Pvt. Ltd. company/Public Ltd. company

- i) Certified list of shareholder with share holding duly certified by Chartered Accountant.
- ii) List of Directors duly certified by Chartered Accountant alongwith Form 31 duly received by R.O.C.
- iii) Board Resolution duly certified by the Chairman of meeting/CA.
- iv) Notarised affidavit stating the relationship of the incoming shareholder with the original allottee(s)/Transferee(s). (In case exemption from payment of CIC charges is sought.)

Change from Proprietorship/Partnership to Pvt./Public Ltd. company

- i) Memorandum and Article of Association (certified copy).
- ii) Certified copy of Certificate of Incorporation issued by Registrar of respective State.

- iii) Certified list of Board of Directors and certified list of shareholders showing number of shares and their value alongwith their addresses duly certified by Chartered Accountant.
 - iv) Duly certified Resolution of Board of Directors regarding taking over the industrial property by the Company from Proprietor/Partners. Also the resolution in favour of person authorised by the Board of Director of the Company to correspond with the Authority.
 - v) Notarised affidavit duly sworn and attested regarding the relationship of the shareholders with the original allottee(s) (in case exemption from payment of CIC charges is sought).
 - vi) In case of Public Ltd. Co. certified copy Commencement of Business certificate issued by Registrar of Companies is also to be submitted.
3. Charges for change in constitution are in proportion of shares transferred. However, no charges are leviable in case incoming partner, or shareholder(s) are within blood relation i.e. father/ mother, husband/wife, son/daughter and vice-versa of the original allottee(s)/transferee(s). However, the original allottee(s) will maintain minimum of 25% shareholding in the company/firm for a minimum period of 3 years.
4. No CIC charges are applicable for 100% transfer of shareholding within blood relation i.e. father/ mother, husband/wife, son/daughter and vice-versa of the original allottee(s)/transferee(s). However, processing fee of Rs.1,000/- is payable alongwith request for the same.
5. Change in constitution after execution of lease deed and taking over possession would be considered with respect to original allottee(s)/ transferee(s) only. It is mandatory for the original allottee(s)/ transferee(s) to retain minimum of 25% shareholding in that company/ firm in whose favour the change in constitution is sought.
6. If due to change in constitution, there is no change in legal entity of the lessee, fresh legal documentation would not be insisted upon. However, if the allottee/transferee themselves needs fresh documentation, they may do so at their own level. In case the property is acquired by way of transfer, and/or legal entity is changed by way of change in constitution, they would be required to execute the transfer deed. All expenses on account of legal documentation would be borne by the allottee(s)/transferee(s).
7. No CIC charges are levied if the CIC is in favour of Public Ltd. Co. then there would be a minimum requirement of shareholding with the original allottee(s)/transferee(s) and any subsequent change in shareholding would be without charges.
8. In case only name of incorporated company is changed and a certificate is issued in respect of the same by R.O.C. then no CIC charges will be leviable. However, supplementary deed may be executed and duly registered for this change in name.
9. In case the allottee/transferee is a incorporated company and subsequently a partnership firm or another incorporated company is formed with the original incorporated company as a partner/shareholder then the CIC charges would be

applicable on the percentage of shareholding not held by original allottee(s)/transferee(s), company. In case other partner(s)/shareholder(s) are the shareholders of the original company then no CIC charges would be leviable.

10. In case where 100% CIC charges are levied, such cases would be treated at par with transfer cases.
11. CIC charges wherever applicable are levied on the extent of shareholding held by other than the original allottee(s)/transferee(s). CIC charges payable as above are equivalent to transfer charges as stated in para A(9).
12. No CIC charges would be levied in case an original partner(s)/shareholder(s) withdraws from the partnership firm/incorporated Company.

Level of decision & time likely to be taken:

- i) The decision of change in constitution will be taken at the level of General Manager.
- ii) The decision of approval in principle or rejection will be communicated within 7 days after the receipt of request complete in all respects.

J. FUNCTIONAL OF COMMERCIAL PROPERTIES AND CHARGES THEREON

The allottee of commercial properties are required to make their establishment functional as per terms and conditions of the allotment. Prior to 1990, the period allowed for functional ranges from one month to six month thereafter penalty of Rs. 5/- per day is leviable. Earlier there was no mention in the terms of allotment/lease deed regarding the documents required for declaring a commercial establishment function. As per order of the then Chairman and Chief Executive Officer dated 21.12.91 the allottee/lessee/sub-lessee/transferee was require to submit the following documents for declaration of a commercial establishment functional.

1. An Affidavit duly notarised on a stamp paper of Rs. 10/- declaring the date of commercial establishment functional.

Attested copy of one of the following documents

2. Electric Meter Sealing Certificate issued by UPSEB.
3. Sales Tax Registration Certificate.
4. A certificate from MLA/MP/Gazetted Officer/Bank Manager certifying the commercial establishment functional.

As per decision taken in the 75th Authority Meeting held on 14.10.93, the time upto 31.03.94 was given without penalty for making the commercial establishment functional failing which penalty shall be payable as per terms and conditions of allotment. As per decision taken in 95th Authority Meeting held on 16.12.98 and office order dated 16.01.99, following time was allowed for making the unit functional:-

1. Stipulated time period for functioning on built up premises 2 years
2. Stipulated time period for construction of building and functioning on plots 3 years

After expiry of above period extension charges shall be payable as per prevailing policy, however, at present the rates are as under:-

- | | | | |
|----|--------------------------------------|---|---|
| 1. | First year | - | 5% of the total allotment cost of plot/shop |
| 2. | Second year | - | 7.5% of the total allotment cost of plot/shop |
| 3. | Third year | - | 10% of the total allotment cost of plot/shop |
| 4. | Fourth year | - | 15% of the total allotment cost of plot/shop |
| 5. | Fifth year and thereafter every year | - | 20% of the total allotment cost of plot/shop |

The above policy is applicable w.e.f. 8.12.98. Those allottees who have already deposited extension charges as per then prevailing policy shall not be effected. Extension permission as per above can be granted for minimum one month period. Extension charges as per above shall be applicable after expiry of the stipulated period as stated above or 31.3.94, whichever is later.

In continuation of above policy for grant of extension to commercial allottees, the following shall also be applicable as per office order dated 20.03.99 and 27.06.2001:-

1. As per terms & conditions of allotment, if the rate of extension charges for non construction of premises/making the unit functional is lower than the rate applicable as per office order dt. 16.01.99, then extension charges shall be levied as per terms & conditions of allotment till 8.12.98 and thereafter extension charges shall be levied as per the rate of office order dated 16.01.99. If the terms and conditions are silent about extension charges for delay in construction of premises/making the unit functional, then extension charges shall be levied as per office order dated 16.01.99.
2. In case of transfer of Commercial plot/premises, transferee shall get one year period for construction of premises/making the unit functional without payment of extension charges. Thereafter, extension charges shall be applicable as per office order dated 16.01.99, considering the expiry of one year period from the date of transfer memorandum. The free period of one year in transfer cases shall be allowed both in functional and non-functional cases. However in non-functional cases the transferor shall be required to pay upto date extension charges till the date of transfer.
3. In case of property declared functional and transferred within blood relation i.e. father/mother, husband/wife, son/daughter, the transferee shall not again require to submit documents with regards to functionality of property and the property shall deemed to be functional in favour of transferee w.e.f. the date of issue of transfer memorandum.

As per the prevailing policy the commercial unit on submission of the following certified documents would be declared functional:-

1. An Affidavit duly notarised on a stamp paper of Rs. 10/- declaring the date of commercial establishment functional (in original).
2. Electric Meter Sealing Certificate issued by UPSEB and electric consumption bill.

Telephone bill

OR

Sales Tax Registration Certificate.

OR

Registration Certificate under Shop Establishment Act.

Out of the above documents, certified copies of Electric Meter Sealing Certificate issued by UPSEB and electric consumption bills, are compulsory for declaring a commercial unit functional. Date of issue of Electric Meter Sealing Certificate/ Trade Tax Registration Certificate/ Registration Certificate under Shop Establishment Act, whichever is earlier, shall be considered the date of function of a commercial establishment.

LEVEL OF DECISION & TIME LIKELY TO BE TAKEN:

- i) The decision will be taken by Asstt. General Manager.
- ii) The decision of approval/rejection will be communicated within 7 days of receipt of application.

K. MORTGAGE

Allottee of commercial plot/shops can mortgage the property after making full and final payment and upto date lease rent. The property can also be offered the allotted plot/shop as collateral security once full and final payment of the allotted plot/shop has been made and establishment been declared functional.

LEVEL OF DECISION & TIME LIKELY TO BE TAKEN:

- i) The decision of mortgage/collateral security will be taken at the level of Desk Officer/Dy. Manager.
- ii) The decision will be communicated within 7 days from the date of receipt of application complete in all respects.

L. SURRENDER OF COMMERCIAL PLOT/SHOP

1. The allottee can surrender the commercial property in favour of Noida before cancellation.
2. The request for surrender should contain signature of bonafide allottee/lessees duly certified by Banker/Gazetted Officer. In case of incorporated company the request should be supported by the certified copy of the Resolution of Board of Directors.
3. After acceptance of surrender request the allottee shall have to produce no dues certificate from Project Engineer Jal/UPSEB and surrender the

HPTA/Lease Deed/Transfer Deed and handed over the possession of the property back to the authority. After completing above formalities, an amount equivalent to the 30% of the premium of the plot/shop shall be forfeited and balance amount after deducting lease rent interest as per the terms and conditions of allotment/lease shall be refunded to the allottee.

4. In case of surrender of properties not allotted on tender basis, minimum Rs. 10,000/- alongwith due lease rent and interest thereon shall be deducted as provided in office order no. 01 dt. 03.09.98 and no. 19 dt. 25.09.98. However, the forfeited amount shall not exceed the deposited amount. After acceptance of surrender the refund will be made by Accounts Officer (Comm.) Noida within 15 days of approval.

LEVEL OF DECISION & TIME LIKELY TO BE TAKEN:-

- i) The surrender will be approved at the level of General Manager.
- ii) The approval of surrender in principal/rejection would be communicated within 7 days of receipt of application of surrender.

M. CANCELLATION / RESTORATION OF COMMERCIAL PLOT/SHOP

The Authority can exercise the right of cancellation in case of breach of terms and conditions of allotment/lease deed/HPTA/Transfer deed. In the event of cancellation, 30% of premium together with lease rent and interest thereon will be forfeited and balance available, if any, will be refunded without interest. However, the Chief Executive Officer/or any other officer authorised by him can restore the allotment subject to the provisions and payment as mentioned in office order dated 14.03.97 as per detail given below:-

1.(अ) आबंटी द्वारा वाणिज्यक परिसंपत्ति के विरुद्ध प्रत्यावेदन निरस्तीकरण पत्र की तिथि से 90 दिन में प्राधिकरण के वाणिज्यक विभाग में प्राप्त करवाया जायेगा । प्रत्यावेदन के साथ शपथ पत्र के रूप में आबंटी द्वारा किये गये उल्लंघन को दूर करने के प्रभावी उपया/ समय सारणी भी प्रस्तुत की जायेगी ।

(ब) आबंटी द्वारा पुनर्स्थापना की दशा में वाणिज्यक परिसंपत्तियों के आबंटन मूल्य की 10 प्रतिशत राशर के रूप में पुनर्स्थापना शुल्क देय होगा ।

2. पुनर्स्थापना की स्थिति में पुनर्स्थापना शुल्क के अतिरिक्त प्राधिकरण के नियमों के अनुसार अर्थदण्ड, ब्याज, समययवृद्धि शुल्क इत्यादि का भुगतान आबंटी द्वारा यथावधि में किया जायेगा ।

3. उपरोक्त तिथि 17.02.97 से पूर्व के निरस्तीकरण के प्रकरणों में यदि पुनः आबंटन न किया गया हो अथवा व्यवसायिक परिसंपत्तियों से संबंधित न्यायालय में वाद लम्बित न हो उनमें भी पुनर्स्थापना की उपरोक्त सुविधा उपलब्ध होगी, परन्तु इन प्रकरणों में उपरोक्त 1(अ) के अनुसार प्रत्यावेदन दिनांक 17.05.97 तक प्राप्त होना अनिवार्य है । यह सुविधा अन्तिम रूप से एक बार ही दी जायेगी ।

4. जिन वाणिज्यक परिसंपत्तियों में निर्धारित अवधि में आबंटन धनराशि का भुगतान न किये जाने के कारण आबंटन निरस्तीकरण किया गया है उनमें पुनर्स्थापना की सुविधा अनुमन्य नहीं होगी ।

5. वाणिज्यक इकाईयां जिन्होंने कार्यशील कर कार्यशीलता प्रमाण पत्र प्राप्त कर लिया हो तथा जिनमें निरस्तीकरण भुगतान के डिफाल्ट के कारण हुआ हो तथा निरस्तीकरण एक वर्ष से पुराना न हो, में उच्च शक्ति प्राप्त वाणिज्यक समिति की दिनांक 06.07.96 की बैठक में लिये गये निर्णय के अनुसार वाणिज्यक परिसंपत्ति के पुनर्स्थापन हेतु ये राशि एवं मूल भू-प्रीमियम का 2 प्रतिशत पुनर्स्थापना शुल्क देय होगा ।

LEVEL OF DECISION & TIME LIKELY TO BE TAKEN:

- i) Rejection/acceptance of restoration request will be taken within a month at the level of Chief Executive Officer or any other officer authorised by him.

N. AMALGAMATION

In case of more than one commercial property is allotted/transferred in one name, amalgamation is allowed but no sub-division is permitted. In case of vacant plot sub-division is not allowed. In case amalgamation is allowed allottee/transferee has to construct according to the sanctioned plan/control drawings/set back. In case allottee applies for transfer of constructed portion within prescribed time for construction, no transfer charges are leviable. However, if the same is applied after expiry of prescribed time for construction, transfer charges are leviable as per rules.

O. Miscellaneous

- After deposit of allotment money the allottee shall be required to execute the legal documents and take possession within 120 days from the date of issue of allotment letter. However, in exceptional circumstances extension may be granted on payment of penalty as per terms and conditions of allotment/brochure of the scheme.
- The lessee shall make such arrangements as are necessary for maintenance of the building and common services.
- If the buildings is not maintained properly, the Chief Executive Officer or any officer authorised by Chief Executive Officer, NOIDA will have the power to get the maintenance done through the Authority and recover the amount so spent from the lessee. The lessee will be personally and severally liable for payment of maintenance amount. In case of default of the amount, the dues will be recovered as arrears of land revenue.
- No objections will be entertained on the subject of amount spent on maintenance of the building and decision of the Chief Executive Officer, NOIDA shall be final and binding.

- The cost of stamp duty for the purpose of execution of Lease Deed and expenses of registering the legal documents and its copies and all other incidental expenses will be borne by the allottee.
- The allottee/lessee will be liable to pay all taxes, charges, fee and assessment of every description in respect of the plot whether assessed, charged or imposed on the plot or on the building constructed thereon, by the lessor or any other competent authority.
- The Authority reserves the right to all mines, minerals, coals, washing gold, earth, oils and quarries, in over or under the allotted plot and full right and power at the time to do all acts and things which expedient may be necessary or for the purpose of searching, for working and obtaining, removing and enjoy the same without providing or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon, provided always that the Authority shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Chief Executive Officer will be final and binding on the allottee/lessee.
- For all disputes on any issue pertaining to allotment/lease, the jurisdiction of disputes will be the District Court, Gautam Budh Nagar and / or the High Court of judicature at Allahabad.
- The allottee will be governed by the provisions of U.P. Industrial Area Development Act, 1976, and the Rules / Regulations framed or directions issued thereunder.