



Form No. _____

Price: Rs. 5000/-

**APPLICATION FORM
FOR ALLOTMENT OF INDUSTRIAL PLOTS
ABOVE 5 ACRE
IN INDUSTRIAL AREA PHASE-II OF NOIDA
SCHEME CODE: NOIDA/IP/2017-18/OES/02**

**SALE OF APPLICATION FORMS &
REGISTRATION OPENS ON 02.01.2018 12:00hrs onwards**

LAST DATE OF REGISTRATION : OPEN ENDED

**Application forms shall be available in online/offline mode via authorized bank on payment of Rs. 5000/-.
Application shall be accepted in both online and offline mode via authorized banks after basic online
registration.**





SCHEME FOR ALLOTMENT OF INDUSTRIAL PLOTS – II (2017-18)

Application form No. _____

Application for allotment of Industrial plot.

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

**Photograph of
Authorized
Signatory Duly
Attested by
BANK
MANAGER**

Sir/Madam,

I/We hereby submit our application form for allotment of industrial plot to establish

on an area of _____ sq. mtr. approx. in Industrial Sectors _____ of NOIDA. We hereby agree to pay within 60 days from the date of offer/letter of allotment the full/20% of the prevailing premium (After adjustment of registration money) as mentioned in the Brochure for allotment of land in Phase-II/III. As per terms & conditions of the registration stated in Appendix-I, I/we are enclosing herewith the following documents:-

- (i) Bank Draft No./Transaction No. _____ Dated _____ for Rs. 50,00,000/- Drawn on _____ towards the reservation money.
- (ii) Bank Draft No./Transaction No. _____ Dated _____ for Rs. 25,000/- + 18% GST Rs. 4500/- drawn on _____ towards non-refundable /non adjustable processing fee.
- (iii) Bank Draft No./Transaction No. _____ Dated _____ for Rs. 5,000/- + 18% GST Rs. 900/- drawn on _____ towards non-refundable /non adjustable application form.
- (iv) Certificate of authorization in favour of Shri/Smt. _____ S/o/ D/o _____ as (status) _____ on behalf of the applicant/company/registered partnership firm i.e. M/s. _____ constituted under _____ Act of _____ Govt. of India/State Govt.
- (v) Project/Proposal details along with schedule of project implementation for which this application is being submitted.
- (vi) Terms & Conditions (Appendix-I) of the above registration are enclosed herewith, duly signed as a token of acceptance of the terms & conditions of the allotment of the industrial plot.
- (vii) The following Statutory Documents duly certified by C.A./Statutory Auditor are enclosed.

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



The Applicants shall submit their documents as under:-

Sl. No.		Description	Max. Marks	Enclosed "Yes" Not enclosed "No"	At page No.																
1	Reservation Money	Area Above 20000 sq.mtr.	Amount (in Rs.) 50,00,000	NA																	
2	Processing Fee	Rs. 25,000 for each application + 18% GST Rs. 4500/-																			
3	Application Fee	Rs. 5,000 + 18% GST Rs. 900/-																			
4	Area applied for																				
5	Constitution of the applicant	Registered partnership/Pvt. Ltd./Ltd. Co./LLP/ Proposed Partnership/Proposed Co. Details of Proposed partnership/Proposed Co. (where ever applicable)																			
6	Project Report	(i) Project Report to be signed by the applicant and certified by the CA on each page (ii) Brief information about the proposed project as per Annexure-I. (iii) Feasibility (technical/financial) Report of the Proposed Project to be signed by the applicant & certified by CA on each page		20																	
7	Investment/ Financial Resources/ 3 years balance sheet/Experience	Background of the promoters Audited Accounts & Balance Sheet and ITRs of Financial Years 2014-15, 2015-16, 2016-17 to be signed by applicant and certified by CA on each page (even unaudited Balance Sheet of 2016-17 shall be acceptable). Current Liability and copy of company's Cibil score (where ever applicable) Three years projected cash flow, depicting sources of inflow of funds for the proposed project, to be signed by the applicant & certified by CA on each page Details of sources of funds as per table (Rs. in lakh.)		20																	
		<table border="1"> <thead> <tr> <th></th> <th></th> <th>Amount</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Promoter equity</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Unsecured loan</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Bank loan</td> <td></td> <td></td> </tr> </tbody> </table>				Amount	%	1	Promoter equity			2	Unsecured loan			3	Bank loan				
		Amount	%																		
1	Promoter equity																				
2	Unsecured loan																				
3	Bank loan																				
		Statement of sources of funds & liquidity certificate from any Nationalized Bank/Scheduled Bank (attach account statement). In case of Self Financing or loan from friends/relatives, affidavits to this effect & documentary evidence thereof, to be signed by the applicant/bank/CA on each page																			



		(i)Registration Certificate of incorporation, Memorandum and Articles of Association of the Company, certified copy of Partnership Deed, Form A & B issued by the concerned Registrar of Firms, to be signed by the applicant & certified by CA on each page			
		(ii)Details of the proprietor / partners / Directors / shareholders / Promoters to be signed by the applicant & certified by CA on each page as per Annexure-II.			
		Land required, depicting the land use pattern and construction plan and schedule of implementation, to be signed by the applicant & certified by the Architect on each page			
		Proposed total investment in the project and its year-wise phasing.			
8	Project Implementation	Phase wise planning of the project to be submitted by the applicant duly signed by applicant and as well as CA	20		
		In addition to above, kindly provide the information as per table			
		1 Land use pattern			
		2 Construction plan			
		3 Implementation schedule			
		4 Project completion (tentative) in years			
9	Employment Generation	Details of the total employment to be generated and the kind of employment (skilled/semi skilled/unskilled)	15		
10.	Interview		25		
10.	Misc.	Affidavit of the applicant certifying whether he is applying for the first time OR DETAILS OF HIS EARLIER ALLOTTED PLOT AND ITS DATE OF FUNCTIONAL	NA		
		Affidavit of the applicant certifying that all the statements made in application/annexure are true and correct.			
		Indemnity Bond stating that after allotment of the plot in case the allottee fails to make unit functional within stipulated time frame the allottee shall have no objection if the authority cancelled the allotment without prior information to the allottee. That the allottee shall abide by all the terms and conditions and directions issued by authority from time to time.			

g) Refund account details (for the purpose of registration money of unsuccessful applicants).

Name of Bank and Branch _____

Bank Account No. _____

IFSC Code No. _____

In favour of _____



Date _____

Address of the Applicant _____

Phone/Mob No. _____

E-mail Id: _____

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and stamp of the Applicant with name/ status/designation



SCHEME FOR ALLOTMENT OF INDUSTRIAL PLOTS – II (2017-18)

APPENDIX – I

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.

Plots above 20,000 sq.mtr area for allotment are available in Sector-155, 156, 157 & 159. The total area for allotment is approximately 250 acre. The successful applicants may be allotted adjacent plots to meet the requirement of the project. Number of plots may increase or decrease depending on the availability of the land.

2. **WHO CAN APPLY**

A sole proprietor, a registered partnership firm, a duly incorporated Pvt. Ltd. Co./Ltd Co shall be eligible to apply against the scheme. A proposed partnership firm/company can also apply provided names of the all proposed partners/shareholders/ directors are clearly mentioned in the application form.

3. While submitting project report along with the application, the applicants should refer to Annexure III 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 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.

4. **HOW TO APPLY**

- (i) The Application Form for allotment of plot of above category shall be available on Noida Authority website www.noidaauthorityonline.com, online against payment of Rs. 5000/- (+ 18% GST Rs. 900/-) which can be paid online through ICICI Bank Ltd., HDFC Bank Ltd. and Indusind Bank Ltd. The forms can also be obtained and submitted via above authorized banks after basic online registration on the website. However, online registration is must for applying against the scheme.
- (ii) Application must be complete in all respects. Application form submitted with incomplete information(s)/ enclosure(s) shall be summarily rejected.
- (iii) An applicant can apply for more than one plot under the scheme. However, minimum area will be of 5 acre (20000 sq m) and above that in multiples of 5 acre subject to maximum of 75 acres of land.
- (iv) The rates of allotment stated in point 8 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 OR INTERVIEW.

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- (v) An applicant may be allotted a plot measuring more or less than the area applied for, depending on the assessment of the project by the Allotment Committee of the NOIDA.
- (vi) In case where applicants is allotted more than one plot, location charges would be imposed on the entire area of all the plots allotted.
- (vii) The application forms duly completed in all respects along with project report, reservation money, processing fee and other necessary documents as per table in page 4 & 5 of this form are to be submitted online or via authorized banks.
- (viii) This scheme is an open ended scheme. However, the NOIDA reserves the right to close the scheme before scheduled end date without any notice or without assigning any reasons.
- (ix) The decision of the Noida on any application at any stage shall be final and binding on the applicant. No correspondence shall be entertained in this regard.
- (x) The application along with the requisite documents will be screened by a Screening Committee. The applicant shall be awarded marks according to the document submitted with the application as per the defined objective criteria. After obtaining minimum 60% of the total marks the application shall be considered for allotment. The incomplete application/without requisite documents will not be recommended for interview. However, the applicant whose application has been submitted with complete information, will have to appear for interview before the Plot Allotment Committee on prescribed date and time for examining the viability of the project.
- (xi) No correspondence shall be entertained from the applicants, whose application(s) are rejected for any reasons or whose candidature is not recommended by the screening committee or allotment committee. However, their registration money would be refunded, without any interest, to the account number mentioned in the application.

5. RATES OF ALLOTMENT (RS. PER SQ.MTR.)

AREA (IN SQ.MTRS.)	PH-II (Per sq.mtr.)	PH-III (Per sq.mtr.)
FIRST 4000	₹ 13090/-	₹ 13490/-
NEXT 4001 To 20000	₹ 12020/-	₹ 13000/-
NEXT 20001 To 60000	₹ 11620/-	₹ 12800/-
NEXT Above 60001	₹ 11230/-	₹ 12590/-

* The rate includes Rs. 2200/- per sq. meter which is on account of additional compensation payable to the farmers arising out of court's order.

Location charges as stated below shall be payable in addition to the above rates of allotment.

- (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 premium of the plot.

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The rates for IT/ITES projects are Rs. 16040/- per sq.mtrs. plus location benefit charges as applicable and for these projects the terms & conditions for the institutional areas (IT/ITES) shall be applicable. In these industrial units change of project will not be permitted under any circumstances. The rate includes Rs. 2200/- per sq. meter which is on account of additional compensation payable to the farmers arising out of court's order.

6. MODE OF PAYMENT

- i)** After issue of formal Allotment Letter, the allottee shall be required to pay 20% of the total premium of the plot as allotment money within 60 days from the date of issuance of such allotment letter after adjustment of reservation money. In case of IT/ITES projects the allotment money shall be 40% of the total premium of the plot after adjustment of reservation money to be paid within 60 days from the date of issuance of allotment letter.
- ii)** The allottee shall deposit the above allotment money in the Authorised banks within **60 days** from the issue of allotment letter and also submit a photocopy of challan in the office of Incharge Officer, Industrial Section. In case the due allotment money, as mentioned above, is not deposited within the stipulated period, the allotment of plot shall be cancelled without giving any opportunity in this regard and forfeiture of money would be affected as per rules. However, in exceptional circumstances an extension may be allowed by NOIDA on payment of interest @ 14% half yearly compounded (GST shall be applicable extra) on the defaulted amount for the defaulted period. Chief Executive Officer, NOIDA shall be the final authority to decide such cases after due consideration.
- iii)** In case entire premium of plot is deposited within **60 days** from the issue of allotment letter, no interest shall be payable against the premium of the plot.
- iv)** The balance 80% premium of the plot along with interest will be paid in 10 half yearly equated installments. In case of default in payment the interest @ 14% (where 11% shall be normal rate of interest 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. In case of default in payment of 3 continuous installments, the NOIDA will also have right to cancel the allotment. The due date for payment for first installment shall be on or after 6 Months from the issue of allotment letter which is 30th June or 31st December of the year whichever is earlier.

For IT/ITES projects, the balance 60% premium of the plot along with interest will be paid in 8 half yearly equated installments. In case of default in payment the interest @ 14% (where 11% shall be normal rate of interest 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. In case of default in payment of 3 continuous installments, the NOIDA will also have right to cancel the allotment. The due date for payment for first installment shall be on or after 6 Months from the issue of allotment letter which is 30th June or 31st December of the year whichever is earlier.

- v)** A rebate in interest of 2% shall be provided in balance installments of premium if the allottee make his/her unit functional within 2 years from the date of possession. Please refer point 15 of this application form for details.

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- vi) The allottee shall also deposit due stamp duty/e-stamp for Lease Deed in Treasury of Distt. Gautam Budh Nagar and should produce the duly attested photo copy of stamp papers in the Industrial Department, NOIDA within **90** days from issue of the allotment letter.
- vii) For IT/ITES projects, the terms & conditions prevailing in the Institutional areas shall be applicable.
- viii) In case any payment is defaulted, the interest shall be payable @ 14% (11+3% + GST applicable on penal interest) per annum compounded half yearly for the defaulted period.
- ix) In case of any increase in land acquisition cost, the allottee shall be liable to pay proportionate increase in cost of land acquisition.
- x) All payments should be made through a bank draft drawn in favour of New Okhla Industrial Development Authority and should be payable on any scheduled bank located only in Delhi/ New Delhi/Noida. Any payment through cheque will not be accepted.
- xi) Allottee will also ensure to make the payment of interest, lease rent, installments by collecting challans himself or through his authorized representative.
- xii) Notwithstanding any request of the allottee the payment, made by the allottee 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.
- xiii) 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.
- xiv) 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 despite the plot having been cancelled.
- xv) 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 @ 14% per annum compounded half yearly (GST applicable on penal interest).

7. LEASE RENT

In addition to the premium of plot, annual lease rent @ 2.5% of the total premium would be payable in advance. GST shall be payable extra. The lease rent is payable from date of execution of legal documentation. In case of default in payment of lease rent the interest @ 14% (+ GST applicable) 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.

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.

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8. SURRENDER OF PLOT

- i.** The allottee/lessee can surrender the Industrial Plot/Premises in favour of NOIDA before cancellation. The NOIDA may permit the surrender of the plot, subject to necessary deductions, as per the prevailing policy of the NOIDA at the time of surrender, from the deposits made by the allottee/lessee to NOIDA.
- ii.** The request for surrender should contain attested signatures 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. All original legal documents shall also have to be surrendered unconditionally to NOIDA, incase lease deed/transfer deed has been executed.
- iv. (a)** The entire deposit(s) made to the NOIDA, after deducting Rs. 10,000/-, would be refunded by NOIDA, without any interest in case the surrender made within 30 days from the date of allotment.
(b) In case legal documentation has been executed and possession of the plot has been taken over to the allottee then the deposits made under revenue heads(s) (excluding interest against the revenue) and 5% of the total cost of plot shall be forfeited along with the due lease rent or Rs. 1,00,000/- which ever is higher.

9. EXECUTION OF LEASE DEED

The allottee will have to execute the lease deed within 3 months from the date of issue of allotment letter and take physical possession of the plot within fifteen days from the date of execution of the lease deed. In case of failure to execute the lease deed & taking over of physical possession within the above-stipulated period, the allotment may be cancelled and amount would be forfeited as per rules as per the clause 8 (iv). However, in exceptional circumstances the 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.

10. 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 rate of stamp duty applicable shall be 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 shall also deposit due stamp duty for Lease Deed in Treasury of Distt. Gautam Budh Nagar and should produce the duly attested photo copy of stamp papers in the Industrial Department, NOIDA within **90** days from issue of the allotment letter.

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11. VARIATION IN THE ACTUAL AREA OF THE ALLOTTED PLOT

The area of the plot allotted or handed over may vary from the size of the plot allotted/applied for. If area of the plot 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. 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%. In case of more than 10% variation in allotted plot and if applicants is not interested in allotted plot the entire amount shall be refunded according to clause 8(iv).

In case of any difference in area of allotted plot and area available at site, premium of actual area shall be payable by the allottee. However, if the actual area exceeds upto 10% then entire premium of additional increased area shall be payable within 30 days from the date of communication. The rate of allotment of additional area shall be applicable which is prevalent at the time of communication

12. IMPLEMENTATION OF THE PROJECT

- i. Allottee will commence the construction within 12 months from 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 over the allotted plot:-

SL. No.	Area of plot (in sqr. Mtr.)	Minimum percentage of total FAR to be constructed	Time limit for obtaining completion certificate of first phase of the project (from the date of lease/possession)	A rebate in interest of 2% shall be provided in balance installments of premium if the allottee make his/her unit functional within 2 years from the date of possession.
1.	Upto 4000	50	3 years	
2.	4001-10000	40	3 years	
3.	10001-20000	35	3 years	
4.	20001-100000	30	3 years	
5.	100001-200000	25	3 years	
6.	200001-400000	20	3 years	
7.	Above 400000	15	3 years	

- iii. It is mandatory for the allottee to start construction of the minimum permissible covered area for the purpose of implementation of the project in first phase as per building bye-laws of NOIDA and as per U.P. Factories Act, 1950, within in the stipulated time period as mentioned above in point 15(ii).

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iv. **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 Sq. Mtrs.	60	1.50	18
2	Above 1000 but not exceeding 12000	60	1.30	24
3	Above 12000	55	1.00	No Limit
4	Flatted Factories	35	1.40	24

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

v. The allottee shall ensure to implement their project within 3 years 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
Above 20000 sq.mtr.	12 months from the date of possession	60 months from the date of possession

b) Certified copy of Udyog Aadhar issued by Distt. Industries Centre 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. or 50% building construction affidavit verified from Building Cell Deptt. along with documentary evidence of functioning wherever applicable.

c) The application to declare unit functional shall also include building completion certificate or an affidavit showing that below mentioned percentage of the minimum permissible covered area has been constructed as per approved building plan and verified from Building Cell Department. In case affidavit is found wrong or factually incorrect, then NOIDA shall take administrative action and impose penalty as deemed fit. In cases of serious/severe violation it may also lead to cancellation of the plot.

SL. No.	Area of plot (in sqr. Mtr.)	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.

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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.

- vi. 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. However, in exceptional circumstances, an extension, maximum of 6 months for plot measuring upto 20000 sq.mtr. or maximum of 12 months for plot measuring above 20000 sq.mtr. may be allowed by the lessor/NOIDA on payment of such charges and subject to such terms and conditions, as deemed fit by the lessor. Chief Executive Officer, NOIDA shall be the final authority to grant such extension after due consideration.
- vii. In the event of an extension, extension charges as per prevailing policy of the NOIDA would be chargeable for grant of extension for each year on pro-rata monthly basis.
- viii. 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.

13. TRANSFER OF PLOT

The allotted plot shall not be transferred without declared functional by the NOIDA. No request for transfer or Change In Constitution (CIC) shall be entertainment for 5 years from the date of allotment except in cases of blood relations. However, the application shall be processed as per the rules prevalent at the time of application. The definition of blood relation shall be determined as per provision of Industrial Policy And Procedure 2012 (Clause B-8 & B-9) or any other provision prevalent at the time of application.

In case the allottee wishes to transfer the plots he shall have to seek prior permission from NOIDA. NOIDA may refuse to allow such transfer. However, transfer charges (exclusive of GST as applicable. 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 or severally by transferee and transferor.

14. CHANGE IN CONSTITUTION AND CHANGE IN SHAREHOLDING

The NOIDA may consider such application as per prevailing policy of the NOIDA on the date of receipt of such application. No request for change in constitution (CIC) shall be entertainment for 5 years from the date of allotment except in cases of blood relation.

15. 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 collateral security, processing fee of Rs. 5000.00 would be charged.
- iii) Mortgage is permitted for financing the project on the industrial premises proposed for mortgage.
- iv) For grant of mortgage permission, it is important that a NDC from Accounts, NOIDA, stating up-to date payments have been cleared, is produced by allottee OR lending institution/bank clear all the over dues and dues of NOIDA/gives an undertaking to this effect/100% payment has already been made to NOIDA by the concerned institution/allottee(s).

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- v) The 2nd 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.
- 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 allottee will submit the application along with consent of the financial institution and a NOC regarding full payment/no arrears from AO(IAA), NOIDA.

16. OVER RIDING POWERS OVER DORMANT 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.

17. LIABILITY OF MAINTENANCE/PAYMENT OF TAXES

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

18. 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.

19. CONSEQUENCES OF BREACH OF TERMS & CONDITIONS

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

20. AVAILABILITY OF PLOTS FOR ALLOTMENT

List of available plots for allotment shall be displayed on the Notice Board of the NOIDA at its Administrative Office, Sector 6, Noida and on the official website of NOIDA i.e. www.noidaauthorityonline.com. 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.

Signatures of the Authorised Signatory
and stamp of the Applicant with name/ status/designation



21. RENTING PERMISSION

No renting permission shall be given by NOIDA in 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.

22. PERIOD OF LEASE

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

23. 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 is 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

24. GENERAL CONDITIONS

- i. The allottee/lessee would not be entitled to divide the plot
- ii. Amalgamation shall be considered as per prevailing policy of the NOIDA on receipt of such request.
- iii. That in employing a 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.
- iv. Allottee will obtain water/sewer, electric connection from the concerned department at his own cost.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- 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.

Signatures of the Authorised Signatory
and stamp of the Applicant with name/ status/designation



- 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 from 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 Courts at Distt. Gautam Budh Nagar or the High Court Adjudicator 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.

25. 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 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)

Brief information about the proposed project

1	Applied Area (In Sq.Mtrs.)	
2	Name of Proposed Project	
3	Total cost of the project (Rs.in lacs)	
4	Funding from own sources (Rs.in lacs) (Amount and nature of sources)	
5	Funding from other sources (Rs.in lacs) (Amount and nature of sources)	
6	Likely Employment generation	
7	Power required	
8	Capacity in which application is made (individual/non individual/company etc.)	

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



Annexure – II

Details of the Proprietor/Partners/Directors/ Shareholders/Promoters

S. No.	Full Name	Status as to whether a Proprietor/ Partner/Director / Shareholder/ Promoter	% of Share holding	Father/ Husband/s Name	Residential Address	PAN No. (enclose copy)
1						
2						
3						
4						
5						
6						

(*Details of Share Holders not required in case the company is listed with stock exchange)

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

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

S.No.	<u>Name of the Project</u>
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 sq. mtr. & 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.
