

SPECIAL SCHEME FOR NURSING HOME PLOTS
Exclusively for Nursing Homes Functioning at unauthorized
locations of NOIDA as on 4.5.2012

TERMS AND CONDITIONS FOR ALLOTMENT

New Okhla Industrial Development Authority, hereinafter called “NOIDA”, invites sealed “Technical Qualification Bids” and “Financial Bids” tender for allotment of **NURSING HOME PLOTS (Exclusively for Nursing Homes Functioning at unauthorized locations of NOIDA as on 4.5.2012)** on “as is where is basis”. The bidder should submit sealed tender in the prescribed form. The plots are offered on lease for ninety years basis.

A-1 DETAILS OF NURSING HOME PLOTS

Sl. No.	Plot No.	Sector	Area of the plot (approx. in sq.mtrs.)	Reserve price (in Rs./sq.m.)	Processing fee (Rs.) non refundable/ non-adjustable	Earnest money (Rs. in Lacs)
1.	C-43A	23	1000	24,875/-	10,000/-	20,00,000/-
2.	C-53-C	33	1008	34,155/-	10,000/-	20,00,000/-
3.	D-170	50	1077.86	24,875/-	10,000/-	20,00,000/-
4.	D-170A	50	1056.87	24,875/-	10,000/-	20,00,000/-
5.	D-170B	50	1090.85	24,875/-	10,000/-	20,00,000/-
6.	E-2	61	1000	24,875/-	10,000/-	20,00,000/-
7.	D-9	71	1953.13	24,875/-	10,000/-	40,00,000/-
8.	NH-1	119	1006.20	25,245/-	10,000/-	20,00,000/-
9.	NH-1A	119	1006.20	25,245/-	10,000/-	20,00,000/-
10.	NH-1	137	1190	25,245/-	10,000/-	20,00,000/-
11.	NH-1A	137	1190	25,245/-	10,000/-	20,00,000/-

- Note-
1. Areas are tentative and can be increased or decreased at the time of handing over of possession.
 2. Any of the above plots can be withdrawn before opening of tender.
 3. Layout Plans of above plots are enclosed.
 4. The plot shall be used for development of Nursing Home of more than 10 beds & less than 30 beds

A-2 DEVELOPMENT NORMS

Maximum FAR 2.75 & Maximum Ground Coverage 30%. Other norms shall be as specified in the Noida Building Regulations,2010

B- USE

The plot shall be used for development of Nursing Home of more than 10 beds & less than 30 beds subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which is not permissible under prevailing laws, rules & building regulations, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall be the responsibility of the lessee to obtain all statutory clearances from the concerned Authority for functioning. Lessor shall not be responsible for any consequences arising out of the failure of the lessee to receive any such statutory clearance.

C- ELIGIBILITY (Exclusively for Nursing Homes Functioning at unauthorized locations of NOIDA as on 4.5.2012)

1. The Applicant should have been running a Nursing Home from unauthorized location in NOIDA between 5.12.2011 to 4.5.2012 & has closed the operation in compliance of the orders passed by Hon'ble Supreme Court. Documentary evidence in this regard must be attached.
 - 1.1 Any individual having MBBS /Ayurvedic/ Homeopathic degree from the recognized Indian/Foreign University, and having membership of concerned Medical Council or a partnership firm/trust/Pvt. Ltd./Ltd. Company/ Registered Society promoted by the Medical degree holder(s) or a consortium of any of the above, can submit the tender.
2. The tenderer should be competent to contract.
3. The tenderer can Bid for a maximum of 2 (two) plots out of all plots offered in above Scheme. However, in that case net worth of the tenderer should exceed aggregate net worth required for both the plots applied for by the tenderer taken together. In case the two adjoining plots are allotted to any successful bidder, amalgamation of the said two plots shall be permissible.
4. If a company wants to apply through a subsidiary company, then it should have minimum of 51% share holding in the subsidiary company. It is clarified that in this case the applicant will be the subsidiary company who will have to qualify the minimum requirements of net worth, solvency and turnover. However, in case the tenderer/consortium member is a company, then the qualifications of its holding company or subsidiary companies shall be considered as the qualifications of the applying company/ consortium member.
5. In case of a company, Board resolution authorizing the tenderer to sign on behalf of the company shall be attached with the tender form.

6. In case of partnership firm having more than one partner, all the partners are required to sign the tender document and the attached documents. In case the documents mentioned above are not signed by all the partners, then necessary authorization letter from all the other partners should also be enclosed.
7. In case of partnership firm the following should be enclosed:
 - i. a certified copy of duly registered partnership deed
 - ii. certificate issued by Registrar of Firms'

In case of company the following should be enclosed:

- i. list of directors duly certified by the Statutory Auditors/ Chartered Accountant
 - ii. list of share holders with number of allotted shares duly certified by the Statutory Auditors/ Chartered Accountant
 - iii. copy of its Memorandum and Articles of Association
8. In case the tenderers have formed a consortium;-
 - a) Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with the NOIDA. The shareholding of the lead member in the consortium shall remain at least 30% till the completion certificate of the project is obtained from the Noida. Each member of the consortium with equity stake of at least 05% will be considered as the "relevant member". The Lead Member of the consortium must necessarily be a Firm/Company registered in India with the appropriate statutory Authority.
 - b) The lead member and the relevant members should jointly qualify the minimum requirement of net worth, solvency, turnover and experience. In case the tenderer is a consortium, then the qualifications of the holding company(ies) of the lead member and the relevant members or their subsidiary companies shall also be considered as the qualifications of the tenderer.
 - c) In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s). The MOA shall clearly define the formation of Special Purpose Company(ies)(hereinafter called SPCs), the role and responsibility of the members in the Consortium in the implementation of the project, in case a plot is allotted to the Consortium. MOA should be submitted in original duly registered/notarized with the appropriate authority.
9. Successful bidders can change the name of the executing company(ies)/body corporate(s) within 60 days from the date of acceptance of the tender after taking prior permission from the NOIDA.
10. However, the lessee/Sub-lessee(s) will be allowed to transfer up to 100% of its shareholding after obtaining completion certificate of the project, subject to

the condition that the “Lead Member” (on the date of submission of the tender) shall continue to hold at least 30% of the shareholding in the SPC till the completion certificate of the project is obtained from the NOIDA. In compliance with the Govt. Order No. 5007/11-5-2010-500(50)/10 dated 11th October, 2010, issued by the Department of Tax & Registration, Government of Uttar Pradesh, the change in the name of shareholders does not amount to transfer of the property of the Company. The Change in Constitution Deed regarding change in the shareholders as a result of transfer of shares in the Companies is not mandatory to be registered under Section 17 of the Registration Act, 1908. In addition to this, no stamp duty is leviable on this CIC deed under Clause 23 of Schedule 1b of the Stamp Act, 1899. No transfer charges shall be leviable on the transfer of shares in the Companies and no prior approval of the NOIDA shall be required for transferring the shares.

D- AMENDMENT OF TENDER DOCUMENTS

At any time prior to the tender due date, NOIDA may, without assigning any reason, modify the tender document by issuing an amendment and publishing it in the newspapers. NOIDA may include any plot(s) in the scheme and any plot(s) may also be withdrawn without assigning any reason. For the above reasons or for any other reason, NOIDA may, at its discretion, extend the last date for submission of tenders.

E- TENDERER’S RESPONSIBILITY

It would be deemed that prior to the submission of the tender, the tenderer has made a complete and careful examination of :

1. The eligibility criteria and other information/requirements, as set forth in this Brochure.
2. The various aspects including, but not limited to, the following:
 - (i). The Site, existing facilities and structures, access roads and utilities in the vicinity of the Site.
 - (ii). All other matters that might affect the tenderer’s performance under the terms of this tender, including all risks, costs, liabilities and contingencies associated with the Tender.

NOIDA shall not be liable for any mistake or error or neglect by the tenderer in respect of the above.

F- ESSENTIAL QUALIFICATIONS

1 TECHNICAL ELIGIBILITY CRITERIA:

The Applicant must be a medical practioner for atleast five years running Nursing Home with a minimum gross turnover in the last financial year i.e. 2011-12 as under-

Parameters	Minimum gross turnover
1- For plot area upto 1000 sq.mtr	Rs. 50 Lakhs.

2- For plot area above 1001 sq.mtr. & upto 2000 sq.mtr.	Rs. 100 Lakhs.
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2 FINANCIAL ELIGIBILITY CRITERIA:

Parameters	Net Worth
Minimum Net Worth as on 31.03.2012 duly certified by the tenderer's statutory auditors/ Chartered Accountant supported by relevant document i.e. balance sheet for last three years.	Rs. 1.0 crs for Nursing Home plot upto 2000 sq.mtr. plot Rs. 2.5 crs for Nursing Home plot above 2000 sq.mtr. plots
Minimum solvency as per certificate not more than 6 months old from a nationalized schedule Bank.	Rs. 1.00 crs for Nursing Home Plot.

Net Worth Calculation shall be done as below :

- (a) In case of a Company, Net-worth = Paid up share capital (excluding share application money) plus Reserves and surplus (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less miscellaneous expenditure to the extent not written off; less accumulated losses ;less intangible assets. Net Worth statement certified by the statutory auditors/Chartered Accountant of the Company should be submitted. Individual net worth of any/all directors of the company will also be considered for the purpose of financial eligibility.
- (b) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm excluding intangible assets, if any. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the firm should be submitted. Individual net worth of all partners will also be considered for the purpose of financial eligibility.
- (c) Individual Net Worth statement (relating to application made by proprietorship firm) certified by the tenderer's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax return with all its enclosures submitted to Income Tax Authority should be submitted.

NOTE:-

- (i) All amounts are in Indian National Rupees.
- (ii) In case of a consortium, the above information should be provided for the "lead member" and the "relevant members" only, who should jointly qualify the technical & financial eligibility criteria, as enumerated in F-1 and F-2 above.

G- HOW TO APPLY

1. The intending bidder may apply for allotment of plot on prescribed Application Form. The brochure containing tender form, terms & conditions & other documents shall be available w.e.f. 16.7.2012 to 30.7.2012 on cash

payment of **Rs. 5,000/-** at Canara Bank, Sector-6, Noida & HDFC Bank, Sector-18, Noida.

2. The Earnest money and processing fee should be in the form of Bank Draft/Pay Order in favour of New Okhla Industrial Development Authority payable at New Delhi/Noida
3. Two Separate envelopes should contain technical qualification bid (ENVELOPE No.1) and financial bid (ENVELOPE No.2), respectively.
4. Both these envelopes should be sealed and super scribed as **TECHNICAL QUALIFICATION BID (ENVELOPE No.1) FOR NURSING HOME PLOT NO. SECTOR** and **FINANCIAL BID (ENVELOPE No.2) FOR NURSING HOME PLOT NO. SECTOR**, respectively.
5. Both these sealed envelopes should be put into one envelope which should be super scribed as application for **FOR NURSING HOME PLOT NO.....SECTOR**, **NOIDA..** This envelope should also be sealed before putting into tender box.
6. The demand draft for processing fee & Earnest money should be attached with technical qualification bid documents.
7. The following documents are required to be submitted with the “Technical Qualification Bid” documents placed in Envelope No.-I after getting them duly certified by the tenderer’s statutory auditors/ Chartered Accountant.
 - i. Certified true copy of Certificate of Incorporation/ Certificate for Commencement of Business.
 - ii. General information of the tenderer as per Annexure-1 (a)
 - iii. Certified true copy of Memorandum & Articles of Association
 - iv. List of Directors certified by a Chartered Accountant
 - v. List of Shareholders certified by the statutory auditors/ Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e of promoters, institutions, corporates and the public.
 - vi. Audited annual reports(Balance Sheet) for the last three (3) years i.e. 2009-10, 2010-11 and 2011-12 (in case unaudited for the year 2011-12, CA’s certified annual report should be submitted).
 - vii. Board resolution authorizing the person for making this application
 - viii. Partnership Deed in case of Partnership firm & copy of form A & B of registration with concerned Registrar of Firms
 - ix. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the Company/ Partnership firm.
 - x. Certified true copy of registered byelaws in case of Trust/Society.
 - xi. Certified true copy of certificate of eligibility as mentioned in D.
 - xii. Certificate of turnover from medical business as per annexure 1 (b).

Details of work experience. Apart from the above list (not exhaustive) relevant documents mentioned in other part of this document also needs to be submitted.

H- ACCEPTANCE OF TENDER

1. The tenders will be received on **30.7.2012 from 10.00 A.M. to 12.00 noon** in the office of Deputy General Manager (Institutional), Sector 6, Noida and Technical Qualification bids will be opened in the presence of the bidders at **3.00 p.m.** on the same day in Board Room of Noida Authority, Sector-6, Noida. The presence of all the tenderers is solicited.
2. All the "Technical Qualification Bids" shall be examined by the NOIDA, who shall declare the list of the technically qualified bidders. The decision of the NOIDA in this regard, shall be final and binding on all the bidders.
3. The Financial bids of only technically qualified bidders shall be opened subsequently. The Technically Qualified bidders shall be informed of the time and date of opening of financial bids. The Unqualified Technically bidders will not be informed regarding the opening of financial bids. However the list of technically qualified bidders along with the schedule of opening of financial bids shall be displayed on the notice board of the authority.
4. In case more than one tender of same highest amount is received against any plot, an auction will be conducted amongst these highest amount bidders, so as to enhance the highest financial bid quoted.
5. Incompletely filled tender document will be summarily rejected.
6. The tenderer cannot withdraw the Offer/Tender once made.
7. The NOIDA may, without assigning any reason, add one or more plots in the scheme and/or withdraw any one or all of the plots from the scheme at any stage. Similarly size of the plot may be increased or decreased.
8. The tenders shall be opened by the Committee constituted for this purpose by NOIDA.
9. The NOIDA may accept or reject any offer, including the highest bid, and his decision in this behalf shall be final and binding on the tenderer.
10. There will be no correspondence on issues/grounds raised in technically disqualified bids.

I- PAYMENT

1. All payments should be made through a demand draft/pay order drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/Noida. The tenderer/allottee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.
2. Successful bidder shall be issued allotment letter by registered post. The allottee will have to deposit 30% of the tendered amount, after adjustment of earnest money, through bank draft drawn in favour of "NOIDA" payable at NOIDA/New Delhi/ Delhi within 30 days from the date of issue of allotment letter, through prescribed challan available in the banks mentioned in the allotment letter and submit the copy of the deposited challan(s) in Institutional Department of NOIDA. **In case of failure to deposit this amount within time, the allotment will stand**

cancelled and the entire earnest money deposited shall be forfeited in favour of NOIDA.

3. The Balance 70% plot premium will be payable in 16 equal half yearly instalments alongwith interest @11% per annum. The first such instalment shall become due after six months from the date of issue of allotment letter.
4. In case of default in depositing the instalments or any payment, interest @ 14% compounded half yearly shall be leviable for the defaulted period on the defaulted amount.
5. Premium referred to in this document means total amount payable to the NOIDA for the allotted plot.
6. All payments should be remitted by due date. In case the due date is a bank holiday, then the allottee should ensure remittance on the previous working day.
7. In case of default, the allotment offer will be considered as cancelled without any further notice and the amount equivalent to registration money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause 'J' of this Brochure.
8. The payment made by the allottee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted first towards the lease rent payable and then the premium due.
9. Lease Rent shall be paid in accordance with Clause O of this Brochure.

J- EXTENSION OF TIME

1. Extension of time for deposit of the allotment money will not be granted under any circumstances. In case of failure to deposit this amount within time, the allotment will stand cancelled and the entire earnest money deposited shall be forfeited in favour of NOIDA.
2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority.
3. However, in such cases of time extension, interest @ 14% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

K- AREA

The area of the Nursing Home Plot stated in these terms and conditions being approximate, the tenderer whose tender is accepted, shall have to accept any variation, upto 20% either way in the area of the Nursing Home Plot, for which the tender has been offered. The premium of the Nursing Home plot will proportionately vary due to such variation in the area.

In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of NOIDA.

L- AS IS WHERE IS BASIS / LEASE PERIOD

The plots will be accepted by the allottee on an “As is where is basis” on a lease for a period of **90 years** starting from the due date of execution of the lease deed.

M- UNSUCCESSFUL APPLICANTS

Earnest Money without interest will be returned to the unsuccessful applicants after completion of tender process. However, processing fee shall not be refunded. The Authority reserves the right to retain/ forfeit the Earnest Money in case the information furnished by the applicant is found to be incorrect/ misleading with regard to net worth, turnover, experience and other material facts.

N- SURRENDER

1. The allottee can surrender the plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest.
2. In case the plot is surrendered after 30 days from the date of allotment, the total deposited amount or 30% of total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc. shall not be refunded.
3. The request for surrender should contain signatures of bonafide allottee/lessee. In case of incorporated company/society the request should be supported by the Certified Copy of the Resolution of Board of Directors/Executives.
4. The allottee has to execute surrender deed, if lease deed/transfer deed has been executed and all the original legal documents are to be surrendered unconditionally to the NOIDA.

O- LEASE RENT

- i) In addition to the premium of plot, annual lease rent @ 2.5% of the total premium would be payable in advance. The lease rent is payable from the due date intimated for the execution of the lease deed or the date of possession, whichever is earlier. In case of default in payment of lease rent interest @ 14% per annum shall be charged on the defaulted amount for the defaulted period after compounding half-

yearly. The Authority will be empowered to enhance the annual lease rent on expiry of every 10 years from the date of execution of the lease deed and/or possession whichever is earlier, by 50% of the annual lease rent payable at the time of such enhancement.

OR

- ii) The allottee/lessee shall have an option to pay a lump sum amount equivalent to 11 times of the prevailing annual lease rent at the time of deposit of one time lease rent in lump sum, after clearing upto date dues of lease rent.

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

P- EXECUTION OF LEASE DEED & POSSESSION

- 1 The allottee will have to execute the lease deed within 30 days from the date of issue of the checklist and take physical possession of the plot within fifteen days after issue of possession order thereafter. In case of failure to execute the lease deed & taking over of possession within the above-stipulated period, the allotment may be cancelled and amount deposited with the NOIDA would be forfeited as per the rules prevailing at the time of cancellation. 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 payment of penalty as per rules prevailing at the time of grant of extension. The present penalty for grant of extension is equivalent to the annual lease rent on pro-rata basis, for the extended period. The facility of extension with penalty would be available only if the plot has not been cancelled.
- 2 The date of execution of lease deed will be treated as the date of handing over of actual possession, notwithstanding any other claim.

Q- IMPLEMENTATION AND COMPLETION OF THE PROJECT

The allottee/lessee would complete construction and obtain Occupancy Certificate from the Competent Authority within the validity period of the approved Building Plan. The allottee shall construct minimum 50% of total permissible FAR & shall ensure obtaining completion certificate and functional certificate within three years from the date of lease/possession.

R- SUPPORT FACILITIES

Maximum 25% of the total permissible FAR may be used for the following support facilities.

- (1) Chemist Shop
- (2) Vending Booth/Kiosk

S- MORTGAGE

- 1 The mortgage permission will be given in case the allotment is not a cancelled one and the time limit for making the plot functional exists. Mortgage is permitted only in a case where the project is financed/assisted by Govt. Financial Institution/Scheduled Bank and Private Financial Institution/leasing companies approved by the Reserve Bank of India. However, permission for collateral security would only be granted in a case where the project has already been declared functional by the NOIDA.
- 2 However permission for collateral security would only be granted in cases where the Institutional premises has already been declared functional by the Authority. For the purpose of granting collateral security, processing fee of Rs. 5000/- would be charged.
- 3 Mortgage of the allotted plot is permitted only for financing of the project to be implemented on the allotted plot.
- 4 For grant of mortgage/collateral security permission, it is binding that the allottee/Lending Institution/ Bank must clear the up-to date all the dues of the NOIDA.
- 5 In case of mortgage, the NOIDA will have the first charge on the plot towards payment of all dues of NOIDA including remaining premium, transfer charges, extension charges, lease rent, interest and any other dues, taxes, charges etc. payable to the NOIDA from time to time.
- 6 The application for permission to mortgage shall be accompanied by the consent of accepting all the terms & conditions of the NOIDA regarding mortgage permission by the concerned lending institution/bank.
- 7 Provided that in the event of the sale or foreclosure of the mortgaged or charged property, the NOIDA would be entitled to claim and recover such percentage as decided by the lessor/ the NOIDA, of the unearned increase in the value of the said plot as aforesaid and the amount of the lessor/ the NOIDA's share of the said unearned increase would constitute first charge having priority over the said mortgage charge. The decision of the lessor/the NOIDA in respect of the market value of the said plot would be final and binding on all the parties concerned.
- 8 Provided further that the lessor/ the NOIDA would have the pre-emptive right to purchase the mortgaged or charged plot after deducting such percentage as decided by the NOIDA of the unearned increase as aforesaid. The lessor/the NOIDA's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein-before, would apply equally to insolvency sale or its transfer through execution of a decree of insolvency issued by any court of law.

T- TRANSFER OF THE PLOT

The allotted plot can be transferred to another eligible legal person competent to own property on payment of transfer charges equivalent to 10% of then prevailing allotment rate in case the unit is functional. Functional unit means the unit already declared functional by NOIDA through a written communication. In case of non functional unit, time extension charges upto the date of submission of transfer application shall also be payable as per then prevailing policy. In case of transfer of property allotted on sealed tender/auction basis, transfer charges would be leviable on the allotted price/current reserve price whichever is higher.

U- LIABILITY OF MAINTENANCE/PAYMENT OF TAXES

- 1 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.
- 2 All the arrears due to the NOIDA are recoverable as 'arrears of land revenue'.
- 3 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.

V- CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS :

1 The Authority can exercise cancellation of Nursing Home Plot for breach of terms and conditions of allotment/lease deed/transfer deed and/or non deposit of the allotment money, instalments or any other dues or any violation of the directions issued or of the rules & regulations framed by NOIDA or by any other statutory body. In case allotment is cancelled on the grounds mentioned above, 30% of the total premium of the plot shall be forfeited and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

2 After forfeiture of the amount as stated above, possession of the plot will be resumed by NOIDA, along with the structures thereupon, if any, and the tenderer, allottee, lessee will have no right to claim any compensation thereon.10% (Ten percent) of plot premium will be forfeited. However, the NOIDA

W- CONSEQUENCES OF MIS-REPRESENTATION :

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 may be cancelled and/or lease may be determined, as the case may be. In addition, the entire money deposited by the allottee/lessee may be forfeited and legal action for such misrepresentation concealment, suppression of material facts may be taken.

X- OTHER CLAUSES

- a 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, additions, deletions and alterations shall be binding on the allottee/lessee.
- b If due to any 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.

- c If due to unavoidable circumstances, the authority could not allot the plot, the registration money deposited by applicant would be refunded. However, no interest on the deposits will be paid to the applicant.
- d 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 successors.
- e 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 other Rules, Regulations or directions as are made/issued there under from time to time.
- f Any dispute between the lessor and lessee/sub-lessee shall be subject to the territorial jurisdiction of the Civil Courts at District Gautam Budh Nagar, Uttar Pradesh or the High Court of Adjudicature at Allahabad, Uttar Pradesh.
- g The allotment will be accepted by the allottee on “As is where is basis”. The allottee is advised to visit the site before submission of application form and attending the interview for the allotment.
- h Provisions related to the fire safety shall be observed by the allottee. Necessary approvals shall be obtained from the Competent Authority by the allottee.
- i The allottee/lessee shall have to make sufficient provision of parking in the plot itself as per the New Okhla Industrial Development Area (Parking) Direction, 1999.

For further clarification please contact:
Deputy General Manager, (Institutional)
Main Administrative Building,
Sector 6, Noida