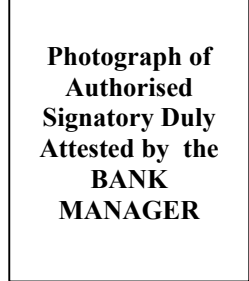


OPEN ENDED SCHEME FOR INSTITUTIONAL PLOTS - III (2008-09)

APPLICATION FORM NO.

APPLICATION FOR ALLOTMENT OF PLOT FOR OFFICE USE

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



Sir/Madam,

We hereby submit our application form for allotment of plot to establish :-

on an area of _____ sq. mtr. approx. in Institutional Area of sector _____ (given order of preference). We hereby agree to pay within 30 days from the date of offer/letter of allotment the full/ 30% of the prevailing premium @ Rs. _____/- per sq. mtr. for allotment of land in sector _____. As per terms & conditions for the allotment stated in APPENDIX-I, we are enclosing herewith the following documents :-

- 1) Bank Draft No. _____ Dated _____ for Rs. _____ Drawn on _____ towards the registration money.
- 2) Bank Draft No. _____ Dated _____ for Rs. 10,000/- drawn on _____ towards non-refundable /non adjustable processing fee.
- 3) Certificate of authorization in favour of Shri/Smt. _____ S/o/ D/o _____ as (status) _____ which is on behalf of the applicant Society/Trust/Company/Registered Partnership firm i.e. M/s. _____ constituted under _____ Act of _____ Govt. of India/State Govt. i.e. _____.
- 4) Project/Proposal details alongwith schedule of project implementation for which this application is being submitted.
- 5) Terms & Conditions (Appendix-I) for the allotment are enclosed herewith, which have been signed as a token of acceptance of the terms & conditions of the allotment of the institutional plot.
- 6) The following Statutory Documents duly certified by C.A./architect are enclosed.

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

| Sl.No. | Description | Enclosed "Yes" Not enclosed "No" | At Page No. |
|--------|---|-------------------------------------|----------------|
| 6.1 | Project Report, to be signed by applicant and certified by CA on each page | | |
| 6.2 | Background of the promoters | | |
| 6.3 | Audited Accounts & Balance Sheet of Financial Years 2005-06, 2006-07 & 2007-08, to be signed by applicant and certified by CA on each page. | | |
| 6.4 | Feasibility Report of the Proposed Project, to be signed by the applicant & certified by CA on each page | | |
| 6.5 | Three years projected cash flow, depicting sources of inflows for the project, to be signed by the applicant & certified by CA on each page | | |
| 6.6 | Registration Certificate of incorporation, Memorandum and Articles of Association of the Company, Rules & Regulations of the Society/Trust/Partnership/Firm, to be signed by the applicant & certified by CA on each page | | |
| 6.7 | Land required, depicting the land use pattern and construction plan and schedule of implementation, to be signed by the applicant & certified by Architect on each page | | |
| 6.8 | Statement of sources of funds & liquidity certificate from any Nationalised Bank/Schedule Bank. In case of Self Financing or loan from friends/relatives, an affidavit to this effect to be attached and all papers to be signed by the applicant/Bank and/or CA on each page | | |
| 6.9 | Affidavit of the applicant certifying whether he is applying for the first time or give details of his earlier applications and the decision of the NOIDA thereon. | | |
| 6.10 | Proposed total investment in the project and its year-wise phasing. | | |
| 6.11 | Affidavit of the applicant certifying that all the statements made in the application and the Annexures are true and correct. | | |

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

Name of Bank and Branch _____

Bank Account No. _____

Date _____

Address of the Applicant _____

Phone _____ Fax _____

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OPEN ENDED SCHEME FOR INSTITUTIONAL PLOTS - III (2008-09)

Terms and conditions for Allotment of plot for Office use on 90 years lease on “ As is where is” basis.

1. HOW TO APPLY

- 1.1 The prescribed Application Forms for allotment of plots of above categories are available from Vijaya Bank, Sector-6, Noida, UCO Bank, Sector-3, Noida, HDFC Bank, Sector-18, Noida and Union Bank of India, Sector-62, Noida against cash payment of Rs. 5000/-
- 1.2 The allotment of the land will be made only in favour of a Proprietorship Firm / Professional Firm / Trust/Charitable Trust/Society/duly registered Partnership Firm or Company constituted and incorporated in India and registered with the competent authority.
- 1.3 Any existing Proprietorship Firm / Professional Firm / Registered Partnership Firm / Registered Trust / Registered Society / Registered Company may apply.
- 1.4 Applicant should have positive net-worth / surplus investable funds.
- 1.5 The application forms must be submitted to the Institutional Deptt. alongwith proposal/project details and other statutory documents. A non-refundable & non-adjustable Processing Fee of Rs. 10,000/- and Registration money equivalent to 10% of total premium of the plot area for which application is being submitted should be deposited in favour of the NOIDA. Rs.5,000/- would also be deposited in addition to the registration money and the processing fee, in case form is downloaded from website. The registration amount & the processing fee as stated above would be deposited through a bank draft payable at any scheduled bank of Delhi/New Delhi/ Noida. The registration amount can be ascertained in person from the Institutional Department of NOIDA.
- 1.6 The application alongwith the requisite documents will be screened by a Screening Committee. The applicant whose application is submitted with complete information will have to appear for interview on prescribed date and time for examining the viability of the proposed Project.
- 1.7 The allotment of plot is subject to the recommendation of the Plot Allotment Committee after interview of the applicant.
- 1.8 List of available plots for allotment shall be displayed on the Notice Board of the Authority at Administrative Block, Sector-6,NOIDA. For the convenience of applicants it is also clarified that the various categories of plots in different sectors are likely to be available measuring as 1000, 2000, 5000, 10000, 15000 and 20000 sq.mtr approximately.

2. RATE OF ALLOTMENT

The present rates of allotment of plots for office use are as under :-

| PHASE | Rate of Allotment per sqr. mtr. |
|--|---------------------------------|
| Phase – I (Sectors – 1, 16 A & 24) | 21,600 |
| Phase – II (All other Institutional Sectors) | 7,800 |
| Location charges , as per the location of the plot, shall be payable extra . | |

In the event of the allotment of an institutional plot, the rate charged would be the prevailing rate on the date of issue of the allotment letter.

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3. MODE OF PAYMENT

- 3.1** In the event of allotment of an Institutional plot, the rate would be the prevailing rate on the date of issue of allotment letter. The payment of the premium of plot except Govt./Semi Govt. Undertakings/ Institutions/Departments would be as per the schedule given in the following paras from 3.2 to 3.8.
- 3.2** 30% of the actual premium of the plot, inclusive of registration money, would be paid by the allottee within 30 days from the date of issue of allotment letter. In case allotment money is not deposited within the stipulated period, allotment would be cancelled. However, in exceptional circumstances the NOIDA may grant extension for deposit of allotment money on payment of compound interest @ 14% per annum (11% normal interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period.
- 3.3** The balance 70% premium of the plot would be payable by the allottee in 16 half-yearly interest bearing equal installments. The first installment would fall due after six months from the date of allotment letter. The interest on balance premium would accrue from the date of issue of allotment letter.
- 3.4** The outstanding amount of premium will carry interest @ 11% per annum from the date of allotment. In case of default, the allottee/lessee would be required to pay compound interest @ 14% per annum (11% normal interest + 3% penal interest) on the defaulted amount for the defaulted period. The defaulted amount will be compounded half yearly. In case of default, the NOIDA may issue notice giving a reasonable time to deposit/rectify the default. In the event of non-payment/ non-rectification of default, the cancellation process may be initiated.
- 3.5** Normally extension for deposit of due/over due amount would not be allowed. In case of default, the allotment/offer would be cancelled/withdrawn and forfeiture of money would be effected, as per rules. However, in exceptional circumstances the extension may be allowed by the lessor/the NOIDA on payment of compound interest @ 14% per annum (11% normal interest + 3% penal interest) compounded half yearly on the defaulted amount for defaulted period and as stated at 3.4 above. The forfeited amount would not exceed the deposited amount.
- 3.6** In case allotment is sought by a Govt./Semi Govt. Undertaking/Institutions/Department, then an offer of allotment would be issued for deposit of full premium of the plot. Letter of allotment for specific plot would only be issued on deposit of 100% premium of the plot.
- 3.7** All payments should be made through 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. Notwithstanding any request of the allottee/lessee the payment made by the allottee/lessee, shall be adjusted towards the interest on lease rent, annual lease rent, interest due on installment of the premium and installment of the premium respectively.
- 3.8** Pre-payment in whole or part shall be allowed. No rebate shall be allowable in case of pre-payment. In case the allottee opts to pay the balance of the premium in lump-sum, interest on the balance premium only upto the date of deposit shall be chargeable.

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4. **LEASE RENT**

4.1 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 (11% normal interest + 3% penal interest) 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 an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement.

OR

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

5. **SURRENDER OF PLOT**

5.1 The allottee/lessee can surrender the Institutional 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.

5.2 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.

5.3 The allottee has to execute surrender deed, if lease deed/transfer deed has been executed then all the original legal documents are to be surrendered unconditionally to the NOIDA.

6. **EXECUTION OF LEASE DEED**

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.

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

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7. DOCUMENTATION CHARGES

The stamp duty, registration charges and all legal expenses involved in the execution and registration of lease deed as stated above and all other incidental expenses will 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. The allottee/transferee shall also pay the transfer charges as per the prevailing policy of the NOIDA from time to time.

8. 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 in the allotment letter issued and actual area handed over to the allottee/lessee is found to be more or less than the area intimated, a proportionate change in the amount of the premium would be made. No dispute/objection would be entertained by the lessor on the ground of variation in the size of plot. Allottee/lessee would have also no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 20% and allottee is unwilling to accept the enhanced or reduced area, the allottee would have the right to decline the acceptance of the allotment and the deposits made to the NOIDA would be refunded without interest, provided that the allottee applies for refund within thirty days from the date of issue of allotment letter or within thirty day from the date of giving possession of the plot, as the case may be.

9. DIVISION OF PLOT

The allottee/lessee would not be entitled to divide the plot.

10. IMPLEMENTATION OF THE PROJECT

10.1 Permissible Ground Coverage and FAR

The allottee/lessee shall construct the building of the project at his own cost, after obtaining necessary sanctions of the building plans from the NOIDA. The building plans submitted to the NOIDA would be in accordance with the prescribed architectural controls and relevant to the building regulations and directions issued from time to time. The prevailing provisions in respect of Ground Coverage and FAR subject to change without notice, are as below:

| PURPOSE | GROUND COVERAGE % (Maximum) | FAR (Maximum) |
|--|--|----------------------|
| Office Use, including the permissible activities and the supporting facilities | 30 | 150 |

Note :- The proposal to increase the total permissible FAR from 150 to 200 is under consideration of the NOIDA. But only the total permissible FAR on the date of allotment shall be admissible to the allottee and no claim to enhance the FAR shall be entertained by the NOIDA later on.

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10.2 Percentage of uses of the total permissible and built-up FAR for self-use, for sub-let/renting & for various other permissible activities and supporting facilities shall be as below:-

| Sl- No. | Plot Size (Sq. mtrs.) | Minimum percentage of built- up FAR to be reserved for self- use | Maximum percentage of built-up FAR which can be sub-let /renting out | Maximum percentage of built- up FAR which can be used for various Permissible Activities and Supporting Facilities |
|------------|--------------------------|--|---|---|
| 1 | Upto 3000 | 25 | 50 | 25 |
| 2 | 3001-5000 | 20 | 55 | 25 |
| 3 | 5001-10000 | 15 | 60 | 25 |
| 4 | 10001-20000 | 12 | 63 | 25 |

10.2.1 The Permissible Activities as per the Master Plan 2021, Zoning regulations PS-1 (Institutional Plots) are as below:-

- Auditorium
- Bank
- Central & State Govt. Offices
- Clinic
- Courts
- Cultural and Information Centre
- Dispensary
- Fire Post
- General Head Post Office
- Indoor Games Hall
- International Conference Centre
- Internet Centre
- Library
- Local Govt. Offices
- Museum
- National Memorial
- Observation and Weather office
- Park
- Planetorium
- Playground
- Police Post
- Post and Telegraph Office
- Public Undertaking Office
- Public Utility Premises
- R & D Centre
- Radio and Television Station
- Restaurant

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- Satellite and Telecommunication Centre
 - Social and Cultural Institute
 - Telephone Exchange
 - Transmission Tower and Wireless Station
 - Vending Booth
 - Commercial Office
- 10.2.2** Alongwith the above permissible activities, the following supporting facilities, for the use by the staff of the allottees and the permitted tenants and their staff, shall be admissible:-
- Swimming Pool/ health Club/ Recreational Facilities.
 - Indoor Games Hall
 - Bank Extension Counters/ATM/ Bank Facilities
 - Creche/ Day Care Centre
 - Cafeteria/ canteen/ Dinning Hall/ Eatery
 - Auditorium/ Meeting Rooms/ Exhibition Space/ conference facilities/ Cyber Café/ Business Centre
 - Guest House.
 - Training Centre Educational/ management Institute and other similar institutional facilities for Staff.
- 10.2.3** A Maximum of 25% of the admissible and built up FAR, as provided under the Building Regulations of the Authority (as amended from time to time) may be used for all permitted activities under Zoning Regulations for, PS-I (Institutional Plots) as per Master Plan 2021, including provisions for the above- defined supporting facilities. These supporting facilities shall be limited for the use of the staff of the allottee and the permitted tenants. Out of this 25%, a maximum of 15% of the total admissible and built up FAR can be sub-let for establishing the permitted activities and /or supporting facilities, with the permission of the Authority.
- 10.2.4** The allottee/lessee will commence construction within six months of taking over the possession of the plot. The allottee/lessee should complete construction equivalent to atleast the below mentioned percentages of the maximum permissible covered area and obtain “Functional Certificate” from the NOIDA within three years from the date of handing over of actual possession of the plot to the allottee by the NOIDA.

| Sl.No. | Plot Size (in sq.mtrs.) | Minimum percentage of the maximum permissible covered area required to be constructed for issuing “Functional Certificate” by the NOIDA | Period in years from the date of execution of Lease Deed for completion of the Project |
|---------------|--------------------------------|--|---|
| (i). | Upto 4000 | 50 % | 5 |
| (ii). | 4001 to 10000 | 40 % | 5 |
| (iii). | 10001 to 20000 | 35 % | 6 |

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- 10.2.5** In case of non-adherence to the aforementioned schedule for obtaining the “ Functional Certificate” from the NOIDA, the cancellation of allotment and/or determination of lease deed, with forfeiture of money may be effected as per rules and the possession of the plot may be resumed by the lessor alongwith the structures thereon, if any and the allottee/lessee will have no right to claim compensation thereof. However, in exceptional circumstances, an extension may be allowed by the lessor/the NOIDA on payment of such charges and subject to such terms and conditions, as deemed fit by the lessor/the NOIDA.
- 10.2.6** In the event of an extension, extension charges @ 4% of the premium would be chargeable for grant of extension for each year on pro-rata basis i.e. 1/3 % of the premium shall be payable for each month extension sought. The rate of extension charges as mentioned above may be revised by the lessor/the NOIDA without prior notice.
- 10.2.7** The building constructed over the plot would be used strictly for the purposes for which it is allotted/leased.

11. TRANSFER OF PLOT

The allottee/lessee can transfer the whole plot after five years from the date of lease/possession, with prior permission of the NOIDA, subject to the condition that the plot/project is declared functional and the plot is to be transferred to a similar institution for the same/similar use and subject to such terms & conditions, including payment of transfer charges, as may be decided by the lessor/the NOIDA at the time of granting the transfer permission.

Normally the transfer charges are 10% of the prevailing rate of allotment at the time of granting permission for the transfer of the plot. However, the rate of transfer charges may be modified by the NOIDA from time to time and the same shall be binding on the lessee. Extension charges, if due, or any other dues recoverable from the allottee/lessee shall be recovered before granting permission to transfer the plot.

12. SUB-LETTING / RENTING

The maximum number of tenants permitted will be as under :-

| Sl. No. | Size of Plot (in sq. mtr.) | Maximum No. of tenants |
|---------|----------------------------|------------------------|
| 1 | 1000 | Allottee+2 Tenants |

Thereafter one additional tenant will be allowed for every additional 500 sq. mtrs. plot size. The allottee/lessee may start sub-letting/renting out after getting a “ Provisional Functional Certificate “ from the NOIDA. This “ Provisional Functional Certificate “ will be issued by the NOIDA on completion of atleast half of the minimum percentage required to be constructed for issuing “ Functional Certificate “ as mentioned in Para 10.2.4 and it will be valid only for permitting the allottee to start sub-letting / renting out the proportionate percentage of the actually built-up covered area .

13. MORTGAGE PERMISSION

- 13.1** 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.

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- 13.2 A processing fee of Rs. 5000/- would be charged for granting permission for Collateral Security.
- 13.3 Mortgage of the allotted plot is permitted only for financing of the project to be implemented on the allotted plot.
- 13.4 For grant of mortgage/collateral security permission, it is binding that the allottee/Lending Institution/ Bank must clear all the dues of the NOIDA, including 100% premium of the allotted plot along with interest, if any, or the Lending Institution/Bank must give an undertaking to this effect that 100% payment shall be made to the NOIDA.
- 13.5 In case of mortgage, the NOIDA will have the first charge towards transfer charges, extension charges, lease rent, interest and any other dues, taxes, charges etc. payable to the NOIDA from time to time.
- 13.6 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.
- 13.7 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.
- 13.8 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.

14. OVER RIDING POWERS OVER DORMANT PROPERTIES

The lessor/the NOIDA reserves the right to all mines, minerals, coals, washing golds, 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 binding on the allottee/lessee.

15. LIABILITY OF MAINTENANCE/PAYMENT OF TAXES

- 15.1 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.

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- 15.2** All the arrears due to the NOIDA are recoverable as ‘arrears of land revenue’.
- 15.3** 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.

16. 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 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.

17. CONSEQUENCES OF BREACH OF TERMS & CONDITIONS

17.1 The Authority can exercise cancellation of Institutional plot for 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 5% of prevailing premium as restoration charges & have to follow other conditions of restoration of the allotment.

17.2 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.

18. 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. The NOIDA reserves the right to increase or decrease the number of the plots offered for allotment and their sizes and/or withdraw any plot from and/or add any plot to the allotment process at any time, without assigning any reasons.

19. 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 the lease deed.

20. GENERAL CONDITIONS

20.1 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.

20.2 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.

20.3 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.

20.4 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 successored.

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- 20.5** 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.
- 20.6** 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.
- 20.7** 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.
- 20.8** Provisions related to the fire safety shall be observed by the allottee. Necessary approvals shall be obtained from the Competent Authority by the allottee.
- 20.9** 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.

21. DECLARATION BY THE APPLICANT

I/We hereby declare that the information, submitted with the 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 the institutional plot and do hereby undertake to abide by the same and accordingly each page of the terms & conditions has been signed. I/We are aware that if the allotment is obtained on the basis of any false information, the NOIDA may cancel our allotment at any stage and forfeit all the deposits made by me/us.

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Price of the Application Form : Rs. 5000/-
(In Triplicate)