



SCHEME BROCHURE

OF

SCHEME FOR ALLOTMENT OF INDUSTRIAL PLOTS

UNDER

GREEN NON-POLLUTING INDUSTRIAL LAND CATEGORY
(INCLUDING BIO-TECH AND R&D)

IN

INTEGRATED INDUSTRIAL TOWNSHIP GREATER NOIDA

SCHEME CODE: IND-2021-01
SCHEME OPENING DATE: 24th September 2021

DMIC INTEGRATED INDUSTRIAL TOWNSHIP GREATER NOIDA LIMITED
(CIN: U74900UP2014PLC063430)
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INTRODUCTION

ABOUT DELHI MUMBAI INDUSTRIAL CORRIDOR (DMIC)

DMIC is the first and one of the eleven (11) industrial corridors envisaged by the Government of India under its National Industrial Corridor Program being developed through the National Industrial Corridor Development and Implementation Trust (NICDIT). It is India's most ambitious industrial infrastructure project aiming to develop "Futuristic Smart Industrial Cities" and to expand India's manufacturing & services base and make it a "Global Manufacturing and Trading Hub" converging next generation technologies across infrastructure sectors.

DMIC is planned through the covers the states of Uttar Pradesh, Haryana, Rajasthan, Madhya Pradesh, Gujrat and Maharashtra along with the Western Dedicated Freight Corridor.

Various world class smart industrial townships, Multi Modal Logistics Hubs, Multi Modal Transport Hubs, Airports, Solar plants are being developed under DMIC. The industrial growth of DMIC shall be supported by high speed – high-capacity rail network of the Western Dedicated Freight Corridor (WDFC) exclusively for transportation of raw material and goods.

In Uttar Pradesh, following three projects are being developed at Greater Noida:

1. Integrated Industrial Township, at Greater Noida (IITGN)
2. Multi Modal Logistics Hub, at Dadri (MMLH)
3. Multi Modal Transport Hub, at Boraki (MMTH)

ABOUT DMIC INTEGRATED INDUSTRIAL TOWNSHIP GREATER NOIDA LIMITED (DMIC IITGNL)

DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL) is a Special Purpose Vehicle (SPV) company having 50:50 equity of National Industrial Corridor Development and Implementation Trust (NICDIT) and Greater Noida Industrial Development Authority (GNIDA) for Development, operation and maintenance of the early bird projects i.e., IITGN, MMLH and MMTH in Greater Noida Region of Uttar Pradesh.

DMIC IITGNL has been notified as an Industrial Development Authority by Government of Uttar Pradesh under Section 3(1) of the Uttar Pradesh Industrial Area Development Act, 1976 vide Notification Number 4478/77-4-18-12N-07(SHA) dated 31st December 2018.

ABOUT INTEGRATED INDUSTRIAL TOWNSHIP GREATER NOIDA

The Integrated Industrial Township, Greater Noida (IITGN) is a world class smart industrial township developed as an early bird project at Greater Noida region of the Delhi Mumbai Industrial Corridor. IITGN comprises of total area of 302.06 Hectare (747.50 Acres) having industrial land (50.78%), commercial/mixed use land (5.83%), residential Group Housing and EWS Housing land (11.13%) and Green open space (15.76%). The township has state-of-the-art plug & play infrastructure and world class technologies for modern urbanization. The new-age community in the making draws a balance between functionality and aesthetics.

LOCATIONAL ADVANTAGE OF IITGN

The township is strategically located in vicinity to Delhi- NCR and is well connected to all major cities of countries through national and state highways, expressways, railways, domestic and international airport. Additionally, being situated at the junction of the Eastern and Western Dedicated Freight Corridors and development of another upcoming international airport at Jewar,

upcoming two other DMIC projects - Multi Modal Logistics Hub & Multi Modal Transport Hub at Boraki, makes it one of the most strategically located industrial townships in the country.

STATE OF THE ART FUTURISTIC INFRASTRUCTURE OF IITGN

The Integrated Industrial Township Greater Noida has state-of-the art infrastructure facilities having following components:

- Wide roads with separate service lane and cycle tracks,
- All utility ducts underground,
- Automated Waste Collection System (AWCS)
- 24*7 water supply, 100% recycling and re-use of the water,
- Dedicated 220 KV power sub-station and 33/11 KV electric distribution network ensuring 24*7 uninterrupted high quality power supply, solar powered streetlights,
- Optical Fiber network in whole township
- Wi-Fi at all public places

All services are available to the end user at plot level making it complete plug & play infrastructure.

SMART GOVERNANCE AND EASE OF DOING BUSINESS

Truly exemplifying the idea of smart city, IITGN has all the attributes of a smart city where technology will rule the roost and will build a commercial ecosystem. With features like Supervisory Control and Data Acquisition (SCADA) in utilities, 24*7 surveillance through CCTV cameras, Integrated ICT command and control center and e-Land Management System, IITGN carves itself out as a unique and smart community.

Investors are facilitated through Single Window Clearance System of Uttar Pradesh. The e-Land Management System of IITGN makes the process of making application for land, allotment of land, application and issuance of various certificates and approvals and maintenance of investors records online and paperless. All approvals and clearances are given in time bound manner making it easier for the investors to focus on core business activities.

INDUSTRIAL LAND ALLOTMENT SCHEME (SCHEME CODE IND-2021-01)

Presently, DMIC IITGNL invites online applications for allotment of Industrial plots under Green Non-Polluting Industrial Land Use (including Bio-Tech and R&D) having various plot sizes ranging between 8253 Sq. Mtr. to 64,025 Sq. Mtr.

The process of application and terms and conditions are mentioned hereinbelow.

SECTION-I

SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOTS

1. PROCEDURE FOR SUBMITTING APPLICATION

- 1.1** The Applicant shall download the scheme brochure from website www.iitgnl.com which contains all pre-requisites to the application, including eligibility, documents required for the application, timelines for application and general guidelines.
- 1.2** The Applicant shall log on to <https://niveshmitra.up.nic.in/> to register themselves and create an applicant profile.
- 1.3** On the “Land Application” page all necessary information shall be filled in by the Applicant.
- 1.4** The Applicant can apply for a land based either on plot size or total area required. The applicant only with mega and beyond projects and supported by written instructions by Government of Uttar Pradesh/INVEST UP may apply for allotment on total area required.
- 1.5** On the “Upload Documents” section, the Applicant shall upload proposal/project report and other statutory documents against each description and finally review the entire application.
- 1.6** After having completed all the above, the Applicant shall make online payment of the processing fee of Rs. 25,000/- (Rupees twenty-five Thousand Only) inclusive of applicable taxes and registration amount equivalent to 10% of the total premium of the plot. On completion of all the above submission along with the payment of the processing fee, the application shall be deemed complete.
- 1.7** There is also an option to choose the payment plan for which details are provided under Section 5 of this document.
- 1.8** In case only one application is received for a particular plot, the plot will be allotted to the Applicant subject to fulfilment of eligibility criteria, submission of the requisite documents and payment of requisite fees.
- 1.9** In case there is more than one application are received for a particular plot the selection shall be done as per the objective criteria as mentioned in Annexure 11.
- 1.10** The application status can be tracked on the website. In case the application has been sent back for resubmission, the applicant shall carry out the required modifications and re-submit the application in the next 07 working days (from the date of receipt of intimation for re-submission) or else, the application shall stand rejected, and the processing fee will be forfeited.

2. ELIGIBILITY OF APPLICANT

- 2.1 Any individual or person including a group of individuals under Indian Partnership Act 1932 or a company registered under the Indian Companies Act of 1956/2013 or Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2008, or Cooperative institution, or a body incorporated under any Act or an association of person, or any company, or body corporate incorporated outside India under the law of the country where it has been incorporated can submit application form for one or more than one plot.**
- 2.2 The applicant should be competent to contract.**
- 2.3 An Applicant can apply for multiples plots but a separate application form shall be required to be submitted for each plot.**
- 2.4 Incomplete application shall be summarily rejected.**
- 2.5 Any change in the name of the intending Applicant will not be allowed under any circumstances.**
- 2.6 In case of Applicant having formed a consortium:**

Members of the consortium will have to specify one “lead member”, who alone shall be authorized to correspond with the DMIC IITGNL. Lead member should be the single largest shareholder amongst the relevant members.

Each member of the consortium with equity stake of at least 26% will be considered as the “relevant member”.

The members shall submit a Notarised Memorandum of Understanding (MoU) (Annexure-9) conveying their intent to jointly apply for the allotment of industrial plot, and in case the plot is allotted to them, to form a 'Special Purpose Company', that will subsequently be carrying out all the responsibilities of the allottee.

The MoU shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. The MoU should state that all members shall be jointly and severally responsible for the successful implementation of the project.

The execution of the Lease deed will be made in favour of the Special Purpose Company (SPC), which should be a registered firm or an incorporated company. The members of the consortium shall have to retain their respective shares as per MoU till the unit becomes functional.

- 2.7 The applicant shall be required to score minimum 60 Marks out of 100 marks based on the objective criteria as mentioned in Annexure 11 to become eligible for allotment of industrial plot.**

3. ALLOTMENT PROCEDURE

- 3.1 Applications duly filled up and enclosed with all requisite documents will be screened by DMIC IITGNL.**
- 3.2 Based on the number of applications received for a plot of land, the allotment may be done in following two ways:**

1. By interview

3.2.1.1 If there is one or more application received for any plot of land DMIC IITGNL shall review the application received and may call the applicant for interview if found eligible on the objective criteria as mentioned in Annexure - 11. The key process highlights are as follows:

3.2.1.2 The applications received will be first checked for responsiveness.

3.2.1.3 The applications found complete and responsive shall be reviewed. DMIC IITGNL shall review the project report and financial/technical feasibility to decide upon the further interview of the Applicant.

3.2.1.4 The prospective Applicants, whose application qualify on the objective criteria, shall be invited for interview.

3.2.1.5 The allotment will be purely on merit of the application of the prospective Applicant and there will be no waitlist in case of non-allotment. DMIC IITGNL shall reserve the final right for allotment.

2. Direct allotment may be done by DMIC IITGNL in case of the applications having proposal for mega and beyond projects supported by written instructions by Government of Uttar Pradesh/INVEST UP. However, the applicant still has to be eligible as per the minimum eligibility conditions and secure at least 60 marks as per the Objective Evaluation criteria mentioned in "Annexure 11".

3.3 PROCEDURE FOR INTERVIEW

- 3.3.1 The Applicant whose Applications are complete and are in order shall be invited within 30 days from the date of submission thereof or resubmission of the Application vide email for interview before the Committee. The Applicant will be given a reasonable notice of not less than 7 days for interview.
- 3.3.2 Pursuant to the interview, the Committee shall decide the Application purely on the basis of merit. The information as to the outcome of the interview (accepted or rejected or deferred) will be available on the website within 5 Working Days of the interview. In case the Application is rejected by the Committee, the registration money will be refunded to the Applicant as per the details mentioned below.
- 3.3.3 Successful Applicants will be issued allotment letter after the approval of the Competent Authority. The Allotment letter will specify the Plot number, Plot area, Premium of Plot, Lease Period, Lease Rent, Payment Schedule and other General Terms and Conditions of allotment.
- 3.3.4 The registration money of the unsuccessful applicants will be returned within 90 days without interest after rejection of application. However, the processing fee shall not be refunded. If, for some reason, other than force majeure, the DMIC IITGNL fails to refund the deposited amount within 90 days from the date of rejection, the money shall be paid to the applicant with 4% simple interest for the delayed period after 90 days.

4. RATE OF ALLOTMENT

The present rate of allotment is as under: -

Land use	Rate (INR/Sq. mt)
Green Non-Polluting Industries (Including Bio-Tech and R&D)	23,900/- (Rupees Twenty-Three Thousand Nine Hundred Only)

The above rates are applicable till 31st March 2025 for Industrial Land Use Category.

5. MODE OF PAYMENT, PAYMENT PLAN AND REFUND

- 5.1 **The Applicant shall pay 10% of the total premium of the plot along with application form as registration money.**
- 5.2 **The Allottee(s) shall have following three options for making rest of the payment:**

Option-1: 100% payment of the total premium of the plot within 90 days from the date of issue of Allotment letter. In such case, 5% rebate will be given on the total premium of the plot.

Option-2: In two Instalments within one year of allotment:

5.2.1.1 The allottee may pay next 40% of the total premium within 90 days from the date of issue of allotment letter as allotment money. The Balance 50% of the total premium shall be payable within one year of issue of allotment letter. In such case, 2% rebate will be given on the total premium of the plot.

5.2.1.2 The balance amount of 50% shall be payable along with interest which shall be charged @ 1% over Marginal Cost Lending Rate of the State Bank of India, rounded off to next 0.5% (currently @ 10.5% per annum) as per UP Government Order No. 1567/77-4-20-36N/20 for the period falling after 90 days of allotment up to the date of payment. The interest rate shall be reviewed and revised, if required, on 1st January and 1st July of every year as per the said G.O.

Option-3: In nine instalments within four years of allotment:

5.2.1.3 The allottee can pay next 20% of the premium of the land within 90 days of issue of the allotment letter as allotment money.

5.2.1.4 The balance amount may be paid under the following terms:

5.2.1.4.1 The balance 70% of the total premium shall be paid in eight (8) equal half- yearly instalments within four (4) years from the date of allotment. The due date of first instalment shall be six months from the date of allotment and thereafter the subsequent instalments shall be due on every six (6) months. In such case, no rebate shall be given on total premium of the plot.

5.2.1.4.2 The balance amount of 70% shall be payable along with interest which shall be charged @ 1% over Marginal Cost Lending Rate of the State Bank of India, rounded off to next 0.5% (currently @ 10.5 % per annum) as per UP Government Order No. 1567/77-4-20-36N/20 for the period falling after 90 days of allotment up to the date of payment. The interest rate shall be reviewed and revised, if required, on 1st January and 1st July of every year as per the said G.O.

5.3 All payments shall be remitted by due date. In case the due date is a bank holiday then the allottee should ensure remittance on the next working day.

5.4 The allotment would stand cancelled, and the possession shall be taken back in case of non-payment of the allotment money or any instalment within the stipulated time. In such cases, processing fee, interest and other charges deposited, if any, till the date of cancellation shall be forfeited completely. Further, 20% of the total Premium or the amount deposited towards premium up to the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest. Also, the annual lease rent, paid till date of cancellation, shall be forfeited. In case allottee has paid one time lease rent, the proportionate amount equivalent to the annual lease rent for number of years or any part thereof shall be forfeited.

5.5 However, under exceptional circumstances, DMIC IITGNL, if deems fit, may grant an extra period, not exceeding six months for deposit of allotment money or any instalment, provided the allottee makes application requesting such extension of time before expiry of the original time period for depositing the allotment money or any instalment under the payment option chosen by him.

- 5.6 Further, in case of extension of time for deposit of allotment money or any instalment, an interest which shall be 3% over the interest rates applicable under Clause 5.2.3 and 5.2.3 (currently 13.5%) per annum, compounded half-yearly, shall be charged from the allottee with effect from the original due date up to the date of payment.
- 5.7 Also, in case of extension of time for deposit of allotment money, the rebate available under clause 5.2.1 and 5.2.2 shall be withdrawn and the allottee shall be required to pay the rebate amount in the same manner as unpaid allotment money or instalment along with the interest provided under this clause.
- 5.8 The payment made by the allottee will first be adjusted towards the interest due if any, and thereafter the balance will be adjusted towards the lease rent payable and the premium due.
- 5.9 Lease rent shall be paid in accordance with clause 6 of the brochure.

NOTE:

- i. *The date of issue of allotment letter shall be reckoned as date of allotment.*
- ii. *The date of execution of Lease deed shall be reckoned as the date of taking over of possession.*

6. LEASE RENT

- 6.1 In addition to the Premium of Plot, Annual Lease Rent at the rates mentioned in Allotment Letter or any revised rate as may be prescribed by DMIC IITGNL from time to time, shall be payable by the allottee in advance every year during the entire period of lease. The First payment shall be due on the date of execution of the lease deed and thereafter, every year, on or before the last date of the previous lease year. The lease rent shall be payable along with applicable taxes.
- 6.2 The Lease rent shall be enhanced after every 10 (Ten) years from the date of execution of the lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement.
- 6.3 The term and conditions pertaining to lease rent/interest and penalties levied on lease rent shall be governed by the rules and regulations prescribed by the DMIC IITGNL from time to time.
- 6.4 In case of default in payment of Lease Rent, penal interest which shall be 3% over the interest rates applicable under Clause 5.2.3 (Currently 13.5%) on the defaulted amount for the defaulted period compounding half-yearly.

6.5 ONE TIME LEASE RENT

- 6.5.1 The Allottee shall have the option to pay a lump sum amount equivalent to 15times of the prevailing annual Lease Rent (currently @ 2.5% of land premium) as One Time Lease Rent. The policies of DMIC IITGNL pertaining to lease rent as amended from time to time shall be binding on the Allottee.
- 6.5.2 The date of receipt of one-time lease rent will be considered as the date on which the lump sum amount is deposited into the DMIC IITGNL bank account.
- 6.5.3 In no case, the annual lease rent previously deposited shall be adjusted against one time lease rent.
- 6.5.4 Permission to deposit the one-time lease rent will be granted only when the allottee has paid the entire outstanding amount of the annual lease rent, along with interest, in case of default, up to the date of the application for the one-time lease rent.
- 6.5.5 If an allottee calculates the amount themselves and deposits the one-time lease rent without the DMIC IITGNL any permission, or if the lump sum lease amount has been paid but there is a discrepancy in the DMIC IITGNL calculation, the remaining or surplus amount, along with interest, must be deposited with the DMIC IITGNL before the due date of the next annual lease. Otherwise, the annual lease rent for the following year will be payable.
- 6.5.6 If there is a difference of more than 10% between the amount calculated by the allottee and the DMIC IITGNL, the amount deposited by the allottee based on their own calculation will be treated as an advance lease, not a one-time lease rent amount.
- 6.5.7 Amount deposited in parts or instalments will not be adjusted against the one-time lease amount under any circumstances. Such amounts will be considered only as advance lease payments.
- 6.5.8 If the Allottee opts for the payment of one-time lease rent, in the later year of allotment, the payments made towards annual lease rent earlier shall not be considered while computing the amount of one-time lease rent. If the payments of due annual lease rent have not been made, they shall be paid first and shall not be considered in the computation of one-time lease rent.
- 6.5.9 If the allottee chooses the option to pay annual lease rent at the time of execution of Lease deed, he can subsequently exercise his option to pay one-time lease rent indicated above.
- 6.5.10 In case of any excess amount lying under any other head (if any) except lease rent then dues towards lease rent may be adjusted with such excess amount subject to approval of competent authority. In such case, date of approval granted by competent authority shall be considered as date of deposit of lease rent.

7. LEASE DEED EXECUTION AND POSSESSION

- 7.1 The allottee would be required to execute the Lease deed, get the same registered and take possession within 90 days from the date of issuance of the check list. Check list shall be issued within 7 working days of receiving the minimum payment required for execution of lease deed.**
- 7.2 Execution and registration of Lease Deed can be done only after a minimum payment of 30% of Premium of the Plot along with location charges and one year Lease Rent, in advance.**

7.3 In case the allottee fails to get the Lease deed registered and taking over of possession within the above-stipulated time-period, the allotment shall be cancelled, and the entire amount deposited would be forfeited.

7.4 However, in exceptional circumstances, the DMIC IITGNL may grant extension of time for execution of Lease Deed and taking over of possession. The extension, if granted will be subject to the payment of penalty as per the following table:

S. No	Time Delay	Penalty
1	Up to 6 months from date of issue of checklist	4 times of the annual lease rent
2	Up to One year from issuance of checklist	8 times of the annual lease rent

Note: The facility of extension with penalty would be available only if the plot has not been cancelled.

7.5 The application for extension shall be made before expiry of stipulated period. After expiry of this period no application for extension shall be entertained.

7.6 Physical possession of allotted plot will be handed over to the Allottee after execution and registration of Lease Deed.

8. ALLOTMENT TENURE

8.1 The maximum land disposal tenure for any land parcel shall be up to the lease period of DMIC IITGNL, unless otherwise stated. DMIC IITGNL may approve Lease of Land for a shorter period of time if necessary, on case to case basis.

9. DOCUMENTATION CHARGES

9.1 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 shall be borne by the allottee. The rate of stamp duty is applicable as per the notification issued by the State Government from time to time.

10. LOCATION CHARGES

10.1 The location charges shall be payable by the allottee before execution of the lease deed @3% of the total premium in case the allotted plot is located on 45 meter and 60-meter roads and @5% of total premium in case the plot is located at 80-meter road.

11. CONSTRUCTION

11.1 The Allottee can construct the building after getting approval of the building plans from the concerned department of DMIC IITGNL. DMIC IITGNL will grant its approvals to the Building Plans within a period of 30 days from the date of successful application / re-submission together with all the requisite documents. The Allottee shall commence construction within 6 months from date of possession of the plot and inform DMIC IITGNL in writing.

- 11.2** The status of construction must be updated quarterly by the Allottee. Each update submitted by the allottee shall be certified by an Architect / Structural Engineer. The Allottee shall complete construction within 3 years from the date of possession of Plot.
- 11.3** In case the Allottee does not complete the building within the prescribed time period, the extension of time can be granted on payment of extension charges at the following rates:
- 4% of the total Premium of plot for the first year of delay
 - 5% of the total Premium of plot for second year of delay
 - 6% of the total Premium of plot for third year of delay
 - Beyond 3 years – 4% of sector rate per sq. mtr. prevailing at time of grant of such extension

Note: The period shall be calculated proportionally on monthly basis.

- 11.4** The Allottee shall complete construction of buildings as per approved plans and obtain completion/occupancy certificate from DMIC IITGNL for minimum area as prescribed in prevailing Building Regulations of DMIC IITGNL.
- 11.5** In case of non- adherence to the agreed schedule for obtaining Completion Certificate, the plot shall be cancelled and/or Lease shall be determined. On such cancellation/determination, 20% of the total Premium will be forfeited and DMIC IITGNL shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof. Additionally, in such cases, processing fee, interest and other charges deposited, if any, till the date of cancellation shall be forfeited completely. The balance amount deposited shall be refunded without any interest. Also, the annual lease rent, paid till date of cancellation, shall be forfeited. In case allottee has paid one time lease rent, the proportionate amount equivalent to the annual lease rent for number of years or any part thereof shall be forfeited.

SECTION-II

GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOTS

1. VARIATION IN ACTUAL AREA OF ALLOTTED PLOT

- 1.1** The area of actual plot on possession may vary from the area of the plot mentioned in Allotment Letter or the Plot applied for.
- 1.2** If area of the plot in Allotment Letter issued and actual area handed over to the Allottee is found to be different, then a proportionate change in the amount of Premium would be made.
- No dispute/objection will be entertained by the DMIC IITGNL on ground of variation in plot area.
 - Allottee also would not have right for change of Plot/refund of money deposited by him on account of variation of actual area up to extent of 10%.
- 1.3** In case of any difference in area of allotted plot and area available on site the Premium of actual area along with lease rent for the additional area shall be payable/receivable by the Allottee within 60 days from the date of communication. The allotment of additional area shall be at the applicable Land rate, subject to availability. However, in case the actual area is less than the allotted area, the refundable premium shall be at the rate at which the plot was allotted.
- 1.4** However, if the actual area exceeds more than 10% then the allottee shall have option to surrender the allotted plot and/or opt for any other plot, if available. The allottee shall intimate its decision of surrender within 30 days of receiving the communication from DMIC IITGNL. In other cases, DMIC IITGNL shall decide on case-to-case basis.

2. CHANGE IN CONSTITUTION OF ALLOTTEE

Change in constitution of the allottee may be allowed by the DMIC IITGNL on completion of required formalities as decided by the DMIC IITGNL from time to time. An application to the DMIC IITGNL must be made for a change in constitution. The change in constitution shall not result in change in the ownership rights otherwise provisions of transfer will be applicable.

“Ownership rights” means original allottee should possess a minimum 51% shares. If it is observed that change in ownership rights is made through change in constitution before the unit has become functional, such change in constitution will be considered null and void and the allotment will be cancelled. After making the unit functional, such a change in constitution may be permitted on depositing fee for change in constitution/transfer of the plot at the time of allotment or premium of the plot based on the prevailing allotment rates at the time of application. Currently, the fee is 10% of prevailing allotment rate as on date of application.

In other cases where the ownership right is not changed due to change in the constitution of the allottee, the application shall be made within 30 days of such change in constitution along with an application fee of Rs. 10,000/- (Ten thousand Only) excluding the applicable taxes. In case of delay of more than 30 days, penalty of Rs. 5000/- per month shall be applicable for every month of delay or part thereof.

2.1 PROPRIETORSHIP TO PARTNERSHIP

Change in constitution from proprietorship to partnership is proposed to be allowed with following conditions. A certified copy of the partnership deed and form A and B issued by the Registrar of Firms should be submitted along with a request for change in constitution. Apart from this an affidavit of relationship of the new incumbent has to be given.

2.2 CHANGE OF PARTNER IN PARTNERSHIP DEED

A certified copy of the dissolution deed, new partnership deed, retirement-cum-partnership deed, as applicable will be submitted with form A,B and C or revised Form-A issued by the Registrar of Firms along with an affidavit showing the relation among partners are required to be submitted along with a request to change the partner or partnership deed.

2.3 CONVERSION OF PROPRIETORSHIP / PARTNERSHIP FIRM INTO LLP / COMPANY OR LLP INTO COMPANY

Copies of the Articles and Memorandum of Association/ LLP Agreement, certificate of Incorporation, list of shareholders /director /partners / designated partners, Copies of e-forms filed to the Registrar of Companies / LLP for incorporation or change in constitution, duly certified by a Chartered Accountant / Company Secretary in Practice, and Board Resolution duly signed by the Director/Designated Partner /Authorized person to be submitted along with the request for change by the current allottee.

3. DECLARING UNIT FUNCTIONAL

3.1. It will be essential to obtain functional certificate from DMIC IITGNL within 6 months from the issue of Completion Certificate. The authority for declaring a unit functional is vested with the designated officer of DMIC IITGNL.

3.2. Following documents are required to be submitted to obtain functional certificate-

- (i) Building Completion Certificate
- (ii) No dues certificate.
- (iii) Copy of Lease Deed/ Transfer Deed registered with the concerned authority.
- (iv) Any two Utility Bill (i.e. electricity bill of permanent connection or documents for installation of permanent connection/telephone bill/water charges bill)
- (v) Copy of bills for equipment /Plant & Machinery/ Lab as per project report.
- (vi) Copies of PMT/SSI registration/Central Excise Department certificate (with date of commencement of production)/Trade Tax Exemption Order/Trade Tax Assessment Order (if applicable).
- (vii) Registration under the Factories Act
- (viii) ESI registration certificate (if applicable),
- (ix) EPF registration (if applicable),
- (x) Other Document as may be prescribed by DMIC IITGNL from time to time.

3.3 The Functional Certificate shall be issued within 30 working days of date of application.

3.4 Penalty for not obtaining Functional Certificate: In case of failure to obtain Functional Certificate within 6 months from the date of issue of Completion Certificate, the Allottee would be required to pay penalty @ 4% of the total Premium of the plot per year on pro-rata basis calculated on monthly pro-rata basis.

3.5 The date of commencement of production indicated in PMT / SSI Registration Certificate/ EM Part-II/ Central Excise Department Certificate/ Trade Tax Assessment Order would be deemed as date of production and extension charges, if applicable, would

be payable only till this date irrespective of the date of submission of the documents and/or declaration of unit as functional by DMIC IITGNL.

- 3.6 In the absence of the above documents, in special cases, the designated officers will inspect the unit to decide the date of commencement of its functioning.

4 MORTGAGE

- 4.1. Mortgage is generally permitted on the allotted Land for the purpose of financing. However, DMIC IITGNL reserves the right to review each case and take decision against the clause if necessary.
- 4.2. Mortgage is permitted where property is live and time limit for construction exists. Permission shall be granted within 15 days of submission of application subject to fulfilment of the terms and conditions of mortgage.
- 4.3. The allottee may, with the prior written consent of the concerned officials / committee of the DMIC IITGNL, mortgage the land/building to any Scheduled Bank/Government/R.B.I. recognized institutions, having at least 5 years of operation of granting loan for the purpose of funding the industrial unit, after execution of lease deed, and subject to such terms and conditions as may be decided by the DMIC IITGNL at the time of granting the permission.
- 4.4. A mortgage permission fee of Rs.10,000/- (Rupees Ten Thousand only), excluding applicable taxes, shall be payable by the applicant for mortgage permission.
- 4.5. For grant of mortgage permission, it is important that the allottee shall clear all dues of DMIC IITGNL including any interest or penalty applicable thereon as on date of application for permission to mortgage.
- 4.6. The Allottee will submit the application along with consent of financial institution and a NOC regarding full payment/ no arrears from Accounts section, DMIC IITGNL.
- 4.7. In the event of sale or foreclosure of the mortgaged or charged property by the mortgagee, DMIC IITGNL will have the first charge towards transfer charges, extension charges, Lease Rent, interest and other dues, taxes, charges etc. payable to DMIC IITGNL from time to time.

5 MAINTENANCE

- 5.1. The Allottee at his own expense shall take permission for all utilities from concerned authorities for e.g. sewerage connection, water connection, electricity etc.
- 5.2. The Allottees shall:
- At all times, maintain the disposed land in a state of good condition and in good sanitary condition to the satisfaction of the DMIC IITGNL.
 - Make available required facilities as well as to keep surroundings neat, clean, healthy and in safe condition at all times, according to the convenience of the users of the property.

- 5.3. The Allottee shall abide by all Regulations, Building Regulations and guidelines of DMIC IITGNL and other provisions of the U.P. Industrial Area Development Act 1976 and the rules made therein.
- 5.4. The Allottee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
- 5.5. The Allottee shall not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the Lessee.
- 5.6. In case of non-compliance of these terms and conditions, DMIC IITGNL shall have the right to impose penalty as any empowered committee or officer of DMIC IITGNL authorized for this purpose, may consider just and/or expedient by explaining or recording the reasons.

6 TRANSFER OF PLOT

- 6.1 The allottee shall not be entitled to transfer the plot without prior written permission of the DMIC IITGNL. The permission may be given in terms of the existing rules and laws at the time of submission of the application for transfer and subject to following conditions:
- Transfer shall be permitted only after the unit has been declared Functional by DMIC IITGNL.
 - The cases, where cancellation has been done or are in process of cancellation, are not eligible for transfer.
- 6.2 Allottee can transfer the allotted plot for industrial activities/production of the product permitted to set up in DMIC IITGNL Area only, and not for any other product/purposes.
- 6.3 Application for transfer shall be made on the prescribed Transfer Application Form available on website of DMIC IITGNL, along with the Transfer Charges.
- 6.4 The Transfer application form should be duly filled along with the NOC's from concerned departments i.e. No dues from the Accounts/ allotment department, last paid electricity bill etc.
- 6.5 Photograph & signature of Transferor(s)/ Transferee(s) must be attested by the Bank Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorizing the signatory for moving the transfer application should also be submitted with application.
- 6.6 Both Transferor and Transferee must be competent to contract on the date of transfer application.
- 6.7 Transfer of partial area of plot shall not be considered.
- 6.8 Transfer Charges:
- Transfer Charges" are applicable and shall be charged as per the prevailing policy on the date of application. Currently, the transfer charges are @10% of the prevailing allotment rates at the time of application of transfer.

A Formal Transfer		
	Type of Transfer	Charges
1	From Proprietor (not being legal person) to a Partnership Firm in which his/her blood relative is/are Partner/Partners e.g. Father, Mother, Brother, Sister, Husband, Wife, Son, Married/Unmarried Daughter, Daughter in Law.	Transfer Charges applicable

A Formal Transfer		
	Type of Transfer	Charges
2	From Partners of Partnership Firm to a Single Partner in that firm as a Proprietor (not being legal person)	Transfer Charges applicable
3	From retired Partners to remaining Partners of Partnership Firm (To take note of retired Partners)	Transfer Charges applicable
4	Transfer due to change in members of Family (addition or deletion of members) a) Proprietorship to Partnership firm b) Proprietorship to Pvt. Ltd. Company c) Pvt. Ltd. Company to Proprietorship d) Partnership firm to Proprietorship	Transfer Charges applicable
5	Transfer from Promoter (natural person as well as legal person) of Proposed Pvt. Ltd. company if plot is allotted to promoter to newly formed Pvt. Ltd. company (If Promoter applied for transfer within 3 years from date of Sub Lease Deed and if promoter holds >20% of total paid up capital/shares in newly formed Pvt. Ltd. company by promoter and if promoter & newly formed company gives undertaking that promoter will hold >20% of paid up capital/shares in that Pvt. Ltd. company for minimum two years from the date of transfer)	Transfer Charges applicable
6	Transfer from Promoter of Proposed Housing Society if residential plot is allotted to promoter to Housing Society formed by that promoter (Name of members of society mentioned in Plot Allotment Order must be registered in the manual of society: Bye-Laws)	Transfer Charges applicable
7	Transfer from plot holder who is expired to his/her legal heir (registration of heir)	Transfer Charges applicable
8	Transfer as per expired plot holders testament/bequeath	Transfer Charges applicable
9	Transfer from individual plot holder to a Pvt. Ltd. company formed by the individual & his family members e.g. Father, Mother, Brother, Sister, Husband, Wife, Son, married/unmarried Daughter, Daughter in Law (not being legal person). All Shares should be held by plot holder and his family members having blood relations.	Transfer Charges applicable
10	Transfer from Pvt. Ltd. company to one of its shareholder/directors as a proprietor (shareholders/directors of such company should be family members from its establishment)	Transfer Charges applicable
11	Transfer as per order of Competent court which mentions not to take any Transfer Charges	No Transfer Charges
12	Transfer as per directives of Govt. of Uttar Pradesh which mentions not to take any Transfer Charges	No Transfer Charges
13	An Involuntary transfer pursuant to any order/scheme of the Competent Court/Tribunal/Appropriate Government.	Transfer Charges applicable

B Non formal Transfer		
	Type of Transfer	Charges
1	Transfer from proprietor to proprietor (which are not Family members)	Transfer Charges applicable
2	Transfer from proprietor to partnership firm (partnership firm in which there is no partner from family members of proprietor)	Transfer Charges applicable

B Non formal Transfer		
	Type of Transfer	Charges
3	Transfer from one partnership firm to another partnership firm (in which there are no partners from same family)	Transfer Charges applicable
4	Transfer from proprietor to Pvt./Public Ltd. Company (company in which there is no director/share holder from family of proprietor)	Transfer Charges applicable
5	Transfer from partnership firm to Pvt./Public Ltd. Company (company in which partners of partnership firm or their family members should not be director/shareholders of that company.	Transfer Charges applicable
6	Transfer from Pvt./Public Ltd. Company to proprietor (not being director/share holder)	Transfer Charges applicable
7	Transfer from Pvt./Public Ltd. Company to partnership firm (not being director/share holder)	Transfer Charges applicable
8	Transfer from Pvt./Public Ltd. Company to another Pvt./Public Ltd. Company (If directors/ shareholders in both companies are/aren't same or If directors/ shareholders in both companies are/ aren't family members)	Transfer Charges applicable
9	Any security is created on the plot without prior written consent of the DMIC IITGNL or without executing a tripartite agreement or where such consent is given but the plot holder is found to be in material breach of its obligations under the terms of lease or allotment or of the consent, the DMIC IITGNL shall without prejudice to its rights terminate the lease/allotment and/or to repossess the plot and/or adopt any other recourse, or remedy or proceedings, be entitled to recover transfer charges, even though the said transfer is pursuant to the order/scheme of the competent Court/Tribunal/Appropriate Government/Board for Industrial and Financial Reconstruction (BIFR)/Appellate Authority for Industrial and Financial Reconstruction (AAIFER) etc.	Transfer Charges applicable
10	Transfer if DMIC IITGNL has given permission to take loan from financial institution/bank other than UPSFC and if that financial institution/bank sells the plot to recover the loan, then to take note of such sale. (Attested copy of order of Competent court is required)	If Financial institution/bank earns surplus amount in such sale, then according to tripartite agreement, 100% difference amount between 'premium rate at which plot is allotted or if later plot is transferred (by levying 10% transfer charges depending on FSI of plot) then premium rate on the date of order of transfer' and 'premium rate on the date when Financial institution/bank made a sale' along with 10% transfer charges depending on FSI of plot. (Date of sale deed/assignment deed should be considered as date of sale)
11	Transfer if DMIC IITGNL has given permission to take loan from UPSFC and if that UPSFC sells the plot to recover the loan, then to take note of such sale. (Sale Deed/ Assignment	If UPSFC earns surplus amount in such sale, then 'amount of surplus' or 10%

B Non formal Transfer		
	Type of Transfer	Charges
	Deed with Registration proof required)	Differential premium depending on FSI of plot' whichever is less. If UPSFC does not earns surplus amount in such sale, then transfer charges only
12	To take note of any scheme of amalgamation, take over, merger or demerger etc. are framed between two or more entities in the ordinary course of business as part of their corporate/ business strategy, mere sanction to such a scheme by the competent authority, tribunal or court, as the case may be.	Transfer Charges applicable
13	Transfer to a person whose investment is >Rs.100 Cr and plot area is >100000 sq. mtr.	Transfer Charges applicable
14	DMIC IITGNL doesn't allow transfer of plot from Physically handicapped (PH) person to another PH person up to two years. But after two years transfer of plot to another PH person is allowed.	Transfer Charges applicable
15	DMIC IITGNL doesn't allow transfer of plot from PH person to other person up to five years. But after five years transfer of plot to other person is allowed.	Transfer Charges applicable

6.9 OTHER CONDITIONS FOR TRANSFER

- Transfer or/and Transferee should severally and/ or jointly satisfy themselves about the overdue/ dues position.
- Transfer charges once deposited will not be refunded/ adjusted even in case of transfer does not materialize due to dispute between the parties or withdrawal of transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transferor and the Transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.
- Once transfer is approved and the Transfer Memorandum is issued and Transfer Deed is executed, all the assets and/or liabilities against the plot/unit would pass on to the Transferee.
- Lease Rent will be payable at the prevailing rate of Lease Rent of the prevailing allotment premium with location charges, on the date of issue of Transfer Memorandum subject to enhancement as envisaged in Lease Deed/ Transfer Deed/ Transfer Memorandum.
- In case of transfer of rights of a minor, even partial, orders of the District Judge are required regarding the protection of interest of the minor.
- Transfer of property by Allottee/Transferee directly to his/her blood relatives, parents, grandparents, grandchildren, children, brother, sister, wife, husband, & vice versa would be allowed without transfer charges.
- The transfer of property is an act between Transferee(s) and Transferor(s) and as such any liens, claims, damages, compensation, adverse court orders etc. arising thereof subsequently would be the sole liability of Transferee(s) and DMIC IITGNL would remain indemnified against the same.

- The Allottee / Transferee shall execute a Transfer Deed, after paying the Transfer Charges, within 90 days from the date of issue of the Transfer Memorandum by DMIC IITGNL. The Transfer Memorandum will be valid for 90 days. A certified copy of the same shall be submitted to DMIC IITGNL after the registration of the same with the Sub-Registrar. The Transfer Memorandum shall be part of the Transfer Deed executed between the Transferor and the Transferee.
- In case the Transfer Deed is not registered within validity period, the Allottee has to apply afresh and pay additional 2% of the applicable Transfer Charges.
- In case of transfer/sale by financial institution under section-29 of State Financial Corporation Act or by a bank under SARFAESI Act, the application has to be moved by the financial institutions/bank along with all NOC's required in the Transfer Application form. In such case Transfer Charges at the rate of 10% of the sale value will be levied.

6.10 The decision of the DMIC IITGNL with respect to the transfer permission shall be final and binding on the allottee.

7 AMALGAMATION

7.1. Amalgamation of adjoining plots may be considered on the conditions as decided by the DMIC IITGNL from time to time. Sub-division is not allowed under any circumstances.

7.2. Amalgamation of adjoining plots belonging to same Allottee/ Transferee and for the same project may be considered by DMIC IITGNL on the submission of documents as mentioned below:

- Proposed layout plan and site plan of the entire area of the proposed plots to be amalgamated.
- Certified copy of the resolution of the Board of Directors in case of a Company /Authority letter in case of a Partnership Firm/LLP.
- Consent from the Planning department of DMIC IITGNL for compatibility/ ease of implementation of the project on the proposed amalgamated plot.
- NOC from the financial institution, if the property is mortgaged.
- Submission of an undertaking/ Indemnity Bond from all the proposed Allottees/ Transferees that they will jointly and severally inherit all the Liabilities/ responsibilities arising out of default of terms and conditions of Allotment/Lease on the part of any/all of the Allottees/ Transferees.
- Submission of Memorandum of Understanding and Articles of Association from all the Allottees/ Transferees applying for amalgamation.
- Any other relevant document/ information as may be prescribed.

7.3 No time extension shall be granted for construction in case of amalgamation is done.

7.4 After the permission for amalgamation is granted by DMIC IITGNL, the amalgamated plot may be considered as a single plot for the purpose of Ground Coverage and FAR as per Building regulations and the Allottees/ Transferees will be required to get the necessary maps approved from DMIC IITGNL before starting any construction on the amalgamated

plot. However, other terms and conditions of the Allotment and the Lease Deed will remain as that of the original terms and conditions of the Allotment and the Lease Deed of each of the Allottee/ Transferee.

7.5 Amalgamation fee of Rs. 50,000/- (Rupees Fifty Thousand Only), excluding applicable taxes, shall be payable by the applicant.

8 SURRENDER

8.1. The Allottee can surrender voluntarily the premises in favour of DMIC IITGNL before cancellation subject to the following deductions:

- Before allotment: Processing fee will be deducted.
- After allotment and before execution of Lease Deed: 15% of the land premium deposited till date will be forfeited along with processing fee.
- After possession of the premises has been taken over: 15% of land premium deposited till date (excluding interest against the Premium) and the due Lease Rent till the date of dispossession along with processing fee shall be forfeited and balance, if any, shall be refunded without any interest.

8.2. The request for surrender should contain signatures of bonafide Allottee along with:

- In case of incorporated company / society/charitable society/trust the request should be supported by the Certified Copy of the Resolution of Board of Directors / Members / Trustees.
- In case of registered Partnership firm or Limited Liability Partnership firm then a letter of authorization by its partners shall be enclosed.
- The Allottee shall execute a Surrender Deed and shall surrender all the original legal documents unconditionally to DMIC IITGNL.

8.3 The date of surrender in above case shall be the date on which application is received at the office of DMIC IITGNL. No subsequent claim on the basis of postal certification will be entertained.

9 CANCELLATION

9.1. In addition to the other specific clauses relating to cancellation the DMIC IITGNL, as the case may be, shall be free to exercise its rights of cancellation of lease/allotment in the case of:

- a) Allotment being obtained through misrepresentations/suppression of material facts.
- b) Any violation of directions issued, or rules and regulations framed by the Pollution Control Board or by any other statutory body.
- c) Default on the part of the applicant allottee for breach/violation of terms and conditions of registration allotment/lease and/ or non-deposit of allotment money or instalments of the premium/lease rent.

9.2. In the event of cancellation, under sub-clause (a) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the DMIC IITGNL with structure thereon, if any, and the allottee will have no right to claim compensation thereof.

9.3. In the event of cancellation, under sub-clause (b) & (c) above, processing fee, interest and other charges deposited, if any, till the date of cancellation shall be forfeited completely. along with 20% of the total premium or the amount deposited towards premium up to the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be

refunded without any interest. Also, the annual lease rent, paid till date of cancellation, shall be forfeited. In case allottee has paid one time lease rent, the proportionate amount equivalent to the annual lease rent for number of years or any part thereof shall be forfeited.

Please read clause 9 along with clause 5.4 of Section -I.

10 RESTORATION

10.1. The DMIC IITGNL can exercise cancellation of industrial plot for breach of terms and conditions of allotment/Lease deed. However, if the allottee applies for restoration, the DMIC IITGNL can restore the plots. The restoration will be subject to the following conditions: -

- The application of restoration of plots shall be made within 60 days from the date of cancellation.
- The decision about the restoration of the plot will be taken within six months of application for restoration of plot after the date of cancellation subject to non-allotment/allocation of the said plot / premises to any third party.
- The allottee will have to make up to date payments, dues, penalties and interest etc. as applicable.
- The allottee will have to pay the time extension charges as per the terms of Allotment / Lease.
- The restoration charges will have to be paid @ 10% of the total premium of the plot at prevailing rate calculated at the time of restoration.
- The Allottee will submit revised project implementation schedule in the form of affidavit. The maximum time allowed for project completion shall be agreed with the DMIC IITGNL.
- The Allottee has to submit Performance Bank Guarantee (PBG) of timeline given in Implementation Schedule, which shall be valid for 3 months more than the project implementation schedule and the value of PBG will be 10% of the prevailing Premium of the plots. If the allottee does not follow the Project Implementation Schedule, in that case the Bank Guarantee will be forfeited in favour of the DMIC IITGNL and the allotment of the plot will be cancelled.
- If the allottee has filed a case in the court of law against cancellation, then he will have to withdraw the case and will have to compensate the expenses to the DMIC IITGNL in regard to pursue the case.
- If cancellation has been done because of the non-permissible activities, then the restoration of the plots shall only be considered on submission of affidavit undertaking for non-carrying out the non-permissible activities in future and on inspection of the site about closing the non-permissible activities.
- In case of restoration in prepossession cases, the Allottee shall be required to get the unit functional as per terms of the Lease Deed. In such case, they will have to comply with the clauses as stated above.

11 SECOND AND SUBSEQUENT LEASE / SUB-LEASE

- The allottee shall not be permitted to create any second and subsequent Lease on the industrial plots allotted to him.

12 PROVISION FOR RENTING UNITS

- Renting shall not be allowed on the allotted premises.

13 MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee shall not, use the land for any purpose other than that for which it has been allotted. The allottee shall not be entitled to divide the plot or amalgamate it with any other plot without the prior written permission of DMIC IITGNL. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed.

14 LIABILITY TO PAY TAXES

The allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by DMIC IITGNL or any other authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

15 OTHER CLAUSES

- 15.1.** The MD & CEO of DMIC IITGNL shall have the right to make such decision/alterations/ modification in the terms and conditions of registration/ allotment/Lease from time to time, as may be considered just or expedient.
- 15.2.** In case of any clarification or interpretation regarding these terms and Conditions the decision of the DMIC IITGNL shall be final and binding on the applicant allottee.
- 15.3.** If due to any “force-majeure” or such circumstances beyond the DMIC IITGNL’s control, the DMIC IITGNL is unable to make allotment or the possession of allotted plot, entire registration money or the deposits, depending on stage of allotment will be refunded without interest.
- 15.4.** The registration/allotment/Lease will be governed by the provision of the U.P. Industrial Area Development Act 1976 (UP Act No. 6 of 1976) and rules and/or regulations made, or directions issued, under this Act and any other applicable laws.
- 15.5.** The DMIC IITGNL will monitor the implementation of the project. Those applicants who don’t submit a written commitment to implement the project within the time limits, permission to proceed for construction will not be allowed.
- 15.6.** All arrears due to the DMIC IITGNL are recoverable as arrears of land revenue.
- 15.7.** Any dispute between the DMIC IITGNL/Lessee and Allottee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court at Allahabad.
- 15.8.** In case of any dispute or in case allottee goes into insolvency, dissolution, liquidation or winding-up, DMIC IITGNL will have the first charge towards premium amount, transfer charges, extension charges, Lease Rent, interest and other dues/over dues, taxes, charges etc. payable to DMIC IITGNL from time to time.

16. Indemnity

The Allottee shall be wholly and solely responsible for the implementation of the project and also for ensuring the quality of development/construction, subsequent operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Allottee. The Allottee shall execute an indemnity bond as per Annexure-10, indemnifying DMIC IITGNL against all disputes arising out of

- The non-completion of work
- The quality and validity of development, construction, operations and maintenance
- Any legal dispute arising out of allotment, letting or lease to the final purchaser.

17. Updation of Employment Status

The allottee shall update and inform DMIC IITGNL on quarterly basis about the number of people employed in the plot / unit whether directly or indirectly (e.g., Through contractor) since commencement of the construction on the plot.

Appendix 1: List of Industries permitted in IITGN

Following is the general list of the **Green Non-polluting industries** permitted in the Integrated Industrial Township, Greater Noida.

1. Hi-Tech

- Aerospace
- Audio Technology
- Automotive
- Artificial Intelligence
- Biotechnology
- Computer Engineering
- Electrical and Electronic Engineering
- Electromagnetic Engineering
- Medical devices
- Nanotechnology
- Nuclear Physics
- Photonics
- Robotics
- Semiconductors
- Telecommunications

2. Bio-Tech

- Bioinformatics
- Blue biotechnology
- Green biotechnology
- Red biotechnology
- White biotechnology
- Medical
- Agricultural
- Industrial

3. R&D

- Aerospace
- Automotive
- Bio- Energy
- Chemicals
- Computers
- Electrical and Electronics
- Food
- General manufacturing
- ICT and Wireless technology
- Pharmaceuticals and Healthcare
- Water Technologies

4. IT & ITES

- ITIS - Information Technology Infrastructure Services
- ITES - Information Technology Enabled Services
- BPO - Business Process Outsourcing
- IT operations

The above list is non-exhaustive and may be revised from time to time to include other sub-categories.

List of Documents required to be uploaded at the time of application.

1. Detailed Project Report signed by the applicant and certified by a Chartered Accountant: (Including Company's Project Profile, Details of Raw Material to be used, Manufacturing Process / Process Flow Chart, Details of Finished Products, Proposed Investment and financial planning of the Project and other related information.)
2. Background of Promoters
3. Feasibility report of the proposed project signed by the applicant and certified by a Chartered Accountant.
4. Land required, depicting land use pattern, construction plan, and schedules of implementation signed by applicant and certified by an Architect.
5. Three years projected Cash Flow, depicting sources of inflow for the project signed by the applicant and certified by a Chartered Accountant.
6. Two Years audited Balance Sheet and unaudited Balance Sheet signed by applicant and certified by a Chartered Accountant.
7. Financial Statement of Turnover signed by the applicant and certified by a Chartered Accountant.
8. Financial Statement of Net Worth signed by the applicant and certified by a Chartered Accountant.
9. Liquidity Certificate from Nationalised Bank/ Scheduled Bank. Photocopy of listed company's shares /NSC/Bond/FDR are also to be attached. In case of loan from friends/relatives, documentary evidence subject to maximum 25% of promoter's contribution.
10. Copy of Certificate of Incorporation of Company /LLP / Registration / Memorandum and Regulation of Society / Trust/LLP/Partnership Deed **along with** Memorandum & Article of Associations, signed by applicant and certified by a Chartered Accountant.
11. Affidavit of the Applicant certified that all the statements made in application / annexure are true and correct.
12. In case of Consortium / Joint Venture, MOU duly attested by Notary.

Formats of the documents / annexures to be provided with the application for land allotment.

Verification

I/We _____ have gone through the above terms and conditions and also the terms and conditions enumerated under heading “General terms and conditions” for allotment of Industrial plot and agree to abide and hereby duly sign as a token of acceptance of the terms and conditions of the Industrial Plot Scheme.

I, the undersigned, do hereby certify that all the statements made in our Application, including various Annexures & Formats, are true and correct and nothing has been concealed.

Signature of Authorized signatory
Stamp of applicant with name
and Status / designation
Signature duly attested by Bank Manager

Annexure-2

Financial Statement of Turnover of last three financial years

S. No.	Description	F.Y. _____ (as per audited balance sheet)/ITR of Applicant	F.Y. _____ (as per audited balance sheet)/ ITR of applicant	F.Y. _____ (as per unaudited balance sheet)/ITR of Applicant
1.	Turnover of a. Sole applicant b. Its holding company. c. Its subsidiary companies			
	Total (a+b+c)			
2	Turnover of a. Leader of joint venture/ Consortium b. Relevant members of the Joint Venture/ consortium c. Holding Companies of Leader/Relevant members d. Subsidiaries of Leader/Relevant members			
	Total (a+b+c+d)			

Signature of Authorized signatory
Stamp of applicant with name
And Status/designation
Signature duly attested by Bank Manager

Certificate of Statutory Auditors/Chartered Accountant

Based on the Audited balance sheet of the Financial Years _____ , _____ and _____ & other relevant documents, we, M/s _____, the Statutory Auditors and/or Chartered Accountants for M/s _____ (Individual, firm either Proprietor or Partnership Firm, Company either Private or Public Limited) having turnover Rupees_____ certify that the above information is correct.

Signature & Seal of Statutory Auditors/Chartered Accountant
Membership No. _____

Annexure-4**Statement of Net-worth _____ (as on 31st March of the immediately preceding financial year)**

S. No	Description	Amount in crore rupees	Remarks
1.	Net worth as on dd/mm/yyyy a) Sole applicant b) Its holding company c) Its subsidiary companies		
	Total (a+b+c)		
2.	Net worth as on dd/mm/yyyy a) Leader of joint Venture/ Consortium b) Relevant members of the Joint Venture/ Consortium. c) Holding Companies of Leader/ Relevant members d) Subsidiaries of Leader/ Relevant members		
	Total (a+b+c+d)		

Signature of Authorized signatory
Stamp of applicant with name
And Status/designation
Signature duly attested by Bank Manager

Certificate of Statutory Auditors/Chartered Accountant

Based on the balance sheet and other relevant documents, we, M/s , the Statutory Auditors and/or Chartered Accountant(s) for M/s (Individual, firm either Proprietor or Partnership, Company either Private or Public Limited) having turnover Rupees certify that the above information is correct.

Signature & Seal of Statutory Auditors/ Chartered Accountant
Membership No.

Liquidity Certificate

This is to certify that M/s _____ maintaining Current Account/ Saving Bank Account/FDR/ other Deposit Account Nos. _____ with us is having liquidity of Rs. _____ as on _____.

Name of Officer with designation
(With rubber stamp)

Note: 1. Separate certificate for each company/ firm individual to be submitted.

2. Liquidity certificate should not be more than six months old from the date of submission of application.

FORMAT OF AFFIDAVIT

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

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

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

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

Deponent

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

Deponent

Date: _____

Place:

Format for Affidavit

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

Ref: Application of Industrial Plot in Integrated Industrial Township, Greater Noida.

1. I, the undersigned, do hereby certify that all the statements made in our Application, including in various Annexures & Formats, are true and correct and nothing has been concealed.

2. The undersigned also hereby certifies that neither our Company M/s _____ nor any of its Director/Constituent partners have been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the bidding /submitting Application for any project as on date of submission of the application for allotment.

3. The undersigned hereby authorize(s) and request(s) any Bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by DMIC IITGNL to verify this statement or regarding my (our) competence and general reputation.

Signature of Authorized signatory
Stamp of applicant with name
And Status/designation
Signature duly attested by Bank Manager

Format of Memorandum of Understanding for Joint Venture/Consortium

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

The Memorandum of Understanding (MOU) entered into this ____ - day of _____ at _____.

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

AND _____ (hereinafter referred as _____) and having office at _____ India party of second part.

AND _____ (hereinafter referred as _____) and having office at _____ India party of third part.

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

The parties are individually referred to as party and collectively as parties.

WHEREAS the DMIC Integrated Industrial Township Greater Noida Limited has invited applications from interested parties for Industrial plot(s).

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

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

1. That the Parties will form a Special Purpose Company (SPC) with the shareholding commitments expressly stated.
2. That M/s _____ who is the lead Member of the Joint Venture /Consortium commits to hold a minimum equity stake equal to 26% of the aggregate shareholding of the Joint Venture/Consortium in the SPC at all times during the period of completion of project. Each Relevant Equity Member of Joint Venture/Consortium shall also maintain their respective shareholding of the aggregate shareholding of the Joint Venture/ Consortium in SPC at all times during the period of completion of project and no change in shareholding structure of Joint Venture/Consortium may be permitted except with the permission of DMIC IITGNL.
3. That the shareholding commitments shall be recorded in the Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Documents and the Agreement.
4. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Agreement.
5. That the Parties affirm that they shall implement the project in good faith and shall take all necessary steps to see the execution of the said development expeditiously.
6. That this MOU shall be governed in accordance with the laws of India and courts in India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year abovementioned.

..... (Party of the First Part) (Party of the Second Part) (Party of the Third Part) (Party of the Fourth Part)
---------------------------------------	----------------------------------------	---------------------------------------	----------------------------------------

Witness

1. _____

2. _____

3. _____

4. _____

INDEMNITY BOND (To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by notary public)

Indemnity Bond for Ensuring the Quality Of Development/Construction

This Indemnity Bond is executed on day of 2020 by Mr./Mrs. in favour of DMIC Integrated Industrial Township Greater Noida Limited hereinafter referred to as DMIC IITGNL.

The Allottee/Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Allottee/Lessee. The Allottee/Lessee is executing this indemnity bond, indemnifying DMIC IITGNL against all disputes arising out of: -

- i. The non-completion of work.
- ii. The quality and validity of development, construction, operations and maintenance.
- iii. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser.

Now therefore this indemnity Bond is executed, and I the above named allottee/lessee hereby agree to indemnify DMIC IITGNL against all claims, losses of damages or claims which may be preferred by any other person on the basis of any document executed by me.

I, therefore, execute this Indemnity Bond in favour of the DMIC IITGNL in presence of the following:
-

Witness: _____

(EXECUTANT)

Table 1 Checklist for objective criteria

Sl. No.	Criteria	Sub- criteria	Points	Applicants' response along with reference page number of applications as proof
1.	Industrial project implementation	Within 2 years of Possession of plot	Max. 15	
		Within 3 years of possession of plot	10	
		Within 3.5 years of possession of plot	5	
		After 3.5 years of possession of plot	0	
2.	Financial Strength	Self-funded (100%)	Max. 15	
		Self-funded and bank loan (50%:50%)	10	
		Self-funded and bank loan (up to 40%:60%)	7	
		Self-funded and bank loan (30%:70%)	5	
3.	Employment Generation	More than or equal to 40% employment to local employees	Max 15	
		More than or equal to 30% employment to local employees	10	
		More than or equal to 20% employment to local employees	5	
		Less than 20% employment to Local Employees	0	
4.	Experience in running industrial projects	More than 10 years	Max 10	
		More than 5 years	7	
		Up to 5 years	5	
5.	Inclusion of sustainability features in the project (Self Power Generation through Renewal Energy Sources e.g. solar fulfilling 5% - 10% of power demand, Construction of Building as per Green Building Certification)	All the features	Max. 10	
		Any of two features	5	
		None	0	
6.	Payment Plan (As per Clause 5)	Option 1	Max 20	
		Option 2	15	
		Option 3	10	
7.	Project plan	Project Report	Max 15	No to be filled by the Applicant

*Minimum 60 Marks are required to qualify and become eligible for interview/draw of lots.