

E-Auction for Allotment of Hotel Plots in Noida



DATE OF OPENING OF SCHEME: - [23.09.2024]

LAST DATE FOR REGISTRATION: [09.11.2024]

2024-25 Allotment of Hotel Plots in Noida

Terms & Conditions for allotment of Hotel Plots in Noida on E-Auction Basis

1. Allotment Process

The New Okhla Industrial Development Authority (NOIDA) (hereinafter referred to as the "Authority" or "NOIDA") announces e-Auction for the allotment of Hotel Plots in Sector 93B, 105, 135 & 142 of Noida for Development of Hotels (hereinafter referred to as the "Bidder" or the "Applicant") per terms and conditions prescribed in the brochure. Allotment of advertised commercial hotel plots will be done through E-Auction process wherein the successful Bidder shall be the one who has quoted the highest premium against the reserve price mentioned in the Annexure-A of this Brochure. In the E-Auction process, in case there are less than 3 Bidders participating in the first instance against a plot(s), then last date of submission of application shall be extended by 07 days for that particular plot(s). It shall be extended further for a time period of 07 days, if the number of Bidders against that particular plot(s) is less than three. However, the plot shall be allotted to the highest Bidder, even if there are less than three Bidders in the E-Auction after two extensions of 07 days each. Incase the number of application received in first/second time in above process are less than three (3), then the applications shall be rolled over and carried to the next phase automatically. Hence, the Bidders need not reapply.

2. Eligibility for participation

INSTRUCTIONS:

- (a) Any proprietor or partnership firm or a Limited Liability Partnership Firm, private or public limited company or a consortium of any of the above, can submit e-bid. The firms and the companies should be registered in India.
- (b) The Bidder should be competent to contract.
- (c) Incase the Bidder is a Holding Company, it may satisfy the technical and financial criteria prescribed in this brochure jointly with its wholly owned Subsidiary Company.
- (d) Incase the Bidder is a wholly owned Subsidiary Company, it may satisfy the technical and financial criteria prescribed in this brochure jointly with its Holding Company.
- (e) However, in both cases c) and d) above, the holding company shall continue to hold 100% equity holding of subsidiary company till certificate of completion of project is obtained from NOIDA.
- (f) The Board resolution authorizing the Bidder to sign on behalf of the company shall be attached with the application form except in case of a proprietorship firm.
- (g) In case of partnership firm, the Authorized Signatory authorised through a Power of Attorney shall be required to sign the Brochure document and the proposal along with all relevant annexures on each page. The Power of Attorney shall be mandatorily enclosed failing which the proposal of the Bidder shall be deemed invalid.
- (h) In case the Bidder have formed a consortium; -
- Members of consortium of companies shall specify one Lead Member who alone shall be authorized to correspond with NOIDA. Lead member shall be the single largest shareholder having at least 30% share in the consortium. The shareholding of the lead member in the consortium shall remain same till completion certificate is obtained from NOIDA. Each member of the consortium with equity stake of at least 10% will be considered as the "relevant member" upto a maximum of five (05) members. The Lead Member or Relevant Member(s) will not be allowed to exit from the consortium till temporary occupancy/completion certificate is issued.

- The Lead member and the Relevant Member (s) shall jointly qualify the technical and financial criteria prescribed in this brochure. The Lead member and Relevant Members shall satisfy clause (c) and clause (d) above.
- In case of a Consortium, the members shall submit a registered/notarized Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s). The MOA 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. MOA should be submitted in original duly registered/notarized with appropriate authority.

(i) Special Purpose Company (SPC)

- In case a Plot is allotted to a Consortium, they shall form a Special Purpose Company (SPC) that will subsequently carryout all its responsibilities as the Allottee. The SPC must necessarily be a Firm/Company registered in India with the appropriate Statuary Authority. The shareholding of Lead Member and Consortium member in the SPC shall be same as the MOA/MOU signed between all Consortium Members.
- Lease Deed shall be executed in favour of the Special Purpose Company (SPC).
- All SPC Members/Shareholders shall be jointly and severely responsible for the successful implementation of the Project.
- The percentage shareholding of the lead member and other Consortium members of SPC shall remain same till Completion Certificate for the entire project has been obtained from Authority/Lessor.
- (j) As per decision taken in the 192nd Authority board meeting dated 02.06.2017 & 193rd Authority board meeting dated 27.12.2017, sub-division of plot is not allowed/permitted.
- (k) The Lead Company/ Holding Company/Relevant Member(s)/Subsidiary Company shall be required to produce Certificate of Directors and Shareholders certified by Statutory Auditor (along with UDIN) at the time of submitting the tender.
- (1) The Lessee will not be allowed to transfer the plot and also change in shareholding, till the completion certificate of the project is obtained from the NOIDA except in the cases of transfer amongst blood relation. In case the bidder wants to change the shareholding in the company after obtaining completion certificate, Change in Shareholding Charges as per prevailing policy will be payable. Change in Shareholding Charges will be charged in proportion to the change in shareholding. Change in shareholding will be allowed only after the prior approval of NOIDA.
- (m) However, in the case of transfer of plots greater than 5000 sqm, in the event that the Lessee does not have the requisite Operation & Maintenance/Management experience of Hotels, the Lessee shall ensure tie-up at all times with any leading brand of a hospitality service provider for a period of atleast 5 years from the date of issue of completion certificate by NOIDA. The leading brand of hospitality service provider shall be a reputed Star Category Hotel certified by HRACC for not less than 3-Star or possess relevant certification.
- (n) Bidder should ensure that all the required documents for each category are uploaded well before the closing date and time of the scheme i.e on or before 09.11.2024 by 05:00 PM.
- (o) No e-bid below the reserve price will be accepted.
- (p) In the event of default or breach or non-compliance of any of the terms and conditions as indicated or for furnishing any wrong or incorrect information at the time of auction etc. the Competent

- Authority shall have the right to cancel the e-bid and forfeit whole or any part of the amount paid by the Bidder.
- (q) If the tendered rates are not written in words, the tender shall be summarily rejected.
- (r) If the tendered rates written in words and figures differ, the rates written in words shall be accepted and not the rates written in figures.
- (s) Change in the name of e-Bidder will not be accepted.
- (t) The Bidder or its holding or subsidiary or associate companies and in case of consortium, any member of consortium or its holding or subsidiary, should not be a defaulter of NOIDA, GNIDA and YEIDA on account of dues against any allotment of plot (s) to any of above entities. The Bidder shall submit an affidavit that none of its subsidiaries, holding companies or associate companies are defaulters to NOIDA's, GNIDA's and YEIDA's dues. Associate companies means companies which have any promoter, director or shareholder who is also a promoter, director or shareholder of the Bidder.

3. How to Participate

1. Interested Bidders will need to register and obtain user ID and password on the portal https://nda.etender.sbi and thereafter deposit non-refundable and non-adjustable Processing Fees in the following manner:-

Commercial Hotel Plots in Sector-93B, 105, 135 & 142 Of Noida

- 1) Processing Fees as mentioned in clause A-1 in brochure for participation in the e-auction through online payment on or before 07.11.2024 by 05:00 PM. NOIDA will not be responsible for any payment after that and bid will not be considered.
- 2) It will be the sole responsibility of the Bidder/participant to obtain a compatible computer terminal with internet connection to enable him/her to participate in e-bidding process.
- 3) The Authority may without assigning any reason withdraw any or all the sites from the e-auction at any stage and is not bound to accept the highest bid or all bids even if they are above the reserve price.
- 4) The Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
- 5) E-Auction will be done on the basis of Reserve Price mentioned in e-Brochure with a minimum bidding increase of Rs 5,00,000/- of Total Premium.
- 6) Post registration, E-Bidder shall proceed for login by using his ID & password. Bidder shall proceed to select the event he is interested in.
- 7) The E-Bidder would have following options to make payment towards Processing fees and Earnest Money Deposited (EMD) through:
 - A) Net Banking: For Processing Fee and EMD.
 - B) NEFT: For Processing Fee and EMD.
 - C) RTGS : For EMD
 - D) Branch Option (SBI Cheque) at SBI branch: Processing Fee and EMD.

1	Name of the Scheme	2024-25 Allotment of Hotel Plots in Noida
2	Earnest Money Deposit (EMD)	INR 10% of the Total Reserve price of the Plot
3	Last Date & Time for submission of EMD	07.11.2024 by 05:00 PM.
4	Last Date & Time for final submission	09.11.2024 by 05:00 PM.
5	Portal for E-Auction	https://nda.etender.sbi
6	Bid Validity Period	150 days
7	Bid Language	English
8	Bid Currency	Indian National Rupee (INR)

9	Schedule of Bidding Process	
	Task	Key Dates
(a)	Uploading of E-Brochure	23.09.2024
(b)	Pre-bid conference for responsive Bidders	10.10.2024 at 1.00 PM.
(c)	Clarifications (If any) uploading date	17.10.2024 by 05:00 PM.
	Technical Bid start date and time	17.10.2024 by 10:00 AM
	Technical Bid end date and time (Bid due date)	09.11.2024 by 05:00 PM
	Opening of Technical Bid(s)	09.11.2024 by 05:00 PM
	E-Auction	to be communicated later to technically qualifying Bidders only
10	PAN Number of NOIDA	AAALN0120A
11	GST IN of NOIDA	09AAALN0120A1ZV
12	Account details of E-Auction agency	A) Processing Fee:- Online B) EMD:- Online
13	Refund of EMD	Within 30 days after the completion of E-Auction.
14	Name of Authority's official for addressing queries and clarification	Shri Sanjay Khatri (IAS) Additional Chief Executive Officer, New Okhla Industrial Development Authority, Main Administrative Building, Sector-6, NOIDA, Uttar Pradesh-201301. Phone: 0120-2422387, (Sh. Ashok Kumar Sharma, Officer on Special Duty-Commercial) Phone # 9205005857 E-mail: commercial@noidaauthorityonline.com
	CUSTOMER CARE	9265562821/9265562818 (email address hardik.gadge@eptl.in)

DETAILED TERMS AND CONDITIONS FOR E-AUCTION OF HOTEL PLOTS in Noida ON "AS IS WHERE IS BASIS"

A-1 DETAILS OF THE PLOTS

S.N	Sec	Plot No	Area(Sqm.)	F.A.R./ Ground Coverage	Reserve Price Per Sqm (in Rs.)	Total Reserve Price	Processing Fees in Rs. (Non Refundable & Non- Adjustable) (including GST @ 18%)	Earnest Money Deposited (EMD)(in Rs.)
Cate	gory 1	(Developm	ent of Budget	Hotels)				
1.		COMM- 02	2000	3.00/40%	2,20,400	44,08,00,000	2,36,000.00	4,40,80,000.00
2.	93B	COMM- 02A	2000	3.00/40%	2,20,400	44,08,00,000	2,36,000.00	4,40,80,000.00
3.		COMM- 02B	2090	3.00/40%	2,18,277	45,61,98,930	4,72,000.00	4,56,19,893.00
Cate	gory 2	(Developm	ent of Star Ca	tegory Hote	ls)			
4.	105	SDC-H-	7500	3.00/40%	1,84,247	1,38,18,52,500	5,90,000.00	13,81,85,250.00
5.	142	11B	5200	3.00/40%	1,90,062	98,83,22,400	5,90,000.00	9,88,32,240.00
6.	135	H-2	24000	3.00/40%	1,71,125	4,10,70,00,000	5,90,000.00	41,07,00,000.00

Note:

- 1) Areas are tentative and can be increased or decreased at the time of handing over of possession.
- 2) The Total premium amount is exclusive of GST. The amount quoted by the Bidder will be exclusive of GST. The Bidder will have to pay GST (as applicable) over and above the total premium amount quoted during the e-auction process and other payments to the Authority.

A-2 DEVELOPMENT NORMS

The Allottee can do development as per the norms specified in the Building Regulations 2010 (As Amended) of NOIDA and only after the prior approval of NOIDA.

A-3 PERMISSIBLE CONSTRUCTION

- (i) Any construction will be permissible only as per details given in the Building Regulation-2010 (As Amended) and only after the prior approval of the building plans by NOIDA.
- (ii) All the infrastructural services shall have to be provided by the Lessee within the plot area. Noida shall provide the utilities and connection upto the plot only.
- (iii) All clearances/approvals must be obtained by the Lessee from the respective competent statutory authorities prior to the commencement of the construction work.
- (iv) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).
- (v) All other provisions, not specified above, shall be in accordance with the Building Regulations-2010 (As Amended) and Directions of NOIDA and the amendments made therein from time to time.

B. Use of Plot

The Allottee/ Lessee shall use the plot only for the purpose of development of hotel and permissible support activities as per the Noida Master Plan 2031, in accordance with the Building Regulations-2010 (As Amended). Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall be the responsibility of the Lessee to obtain all statutory clearances from the concerned authority(ies) as desired. Lessor shall not be responsible for any consequences arising out of the failure of the Lessee to receive any such statutory clearance.

C. DOCUMENTS FOR SUBMISSION

(a) The following documents are required to be submitted by Applicant:

a. In case of Company (Private & Public):

- i. Application Form.
- ii. Copy of PAN and GST Registration.
- iii. Turnover for the last 3 financial years certified by the Statutory Auditor and reconciled with GST Return.
- Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
- v. Certified true copy of Memorandum & Articles of Association.
- vi. List of Directors certified by a Chartered Accountant as on date of submission of Application.
- vii. List of Shareholders certified by the statutory auditors/Chartered Accountant as on date of submission of Application. In case the numbers are large, list should contain details of

- major shareholding i.e. of promoters, institutions, corporates and the public as on date of submission of Application.
- viii. Board resolution authorizing the Applicant (Authorized Signatory company secretary or M.D. of the company) to sign on behalf of the company for making this application.
- ix. Net Worth Statement as per the last audited Balance sheet, certified by the Statutory Auditors/Chartered Accountant of the Company.
- x. Audited Annual Financial Reports for the last three (3) financial years, certified by the Statutory Auditors/Chartered Accountant.
- xi. Solvency Certificate not more than 6 months old (from the date of application) from a Nationalized/ Scheduled Bank.
- xii. Detailed Project Report.
- xiii. Affidavit stating that the Applicant/Bidder/Consortium Member is not part of defaulter's lists as per record of the Authority on the last date of Application / Proposal Submission.

b. In case of Partnership/Limited Liability Partnership (LLP) Firm:

- i. Application Form.
- ii. Copy of PAN and GST Registration.
- iii. Turnover for the last 3 financial years certified by the Statutory Auditor and reconciled with GST Return.
- iv. Self-attested copy of the LLP Agreement in case of LLP.
- v. Self-attested copy of the Partnership Deed.
- vi. Self-attested Copy of the Certificate issued by Registrar of Firms// LLP Incorporation certificate issued by the Registrar of Companies..
- vii. Resolution authorizing the Applicant to sign on behalf of the Partnership/ Limited Liability Partnership (LLP) for making this application.
- viii. Net Worth Statement as per the last audited Balance sheet, certified by the Statutory Auditors/Chartered Accountant of the Partnership firm/ LLP.
- ix. Audited annual Financial reports for the last three (3) financial years certified by the Statutory Auditors/Chartered Accountant.
- x. Solvency Certificate not more than 6 months old (from the date of application) from a Nationalized/ Scheduled Bank.
- xi. Detailed Project Report.
- xii. Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulter's lists as per record of Authority on the last date of Bid / Proposal Submission.

c. In case of Proprietorship Firm:

- i. Application Form.
- ii. Copy of PAN and GST Registration.

- iii. Turnover for the last 3 years certified by the Statutory Auditor and reconciled with GST Return.
- iv. Net Worth Statement as per the last audited Balance sheet, certified by the Statutory Auditors/ Chartered Accountant of the Proprietor.
- v. Audited annual Financial reports for the last three (3) financial years certified by the Statutory Auditors/Chartered Accountant.
- vi. Solvency Certificate not more than 6 months old (from the date of application) from a Nationalized/ Scheduled Bank.
- vii. Detailed Project Report.
- viii. Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulter's lists as per record of Authority on the last date of Bid / Proposal Submission.

D. ESSENTIAL QUALIFICATIONS:-

D-1 TECHNICAL ELIGIBILITY CRITERIA:

Parameters	Documentary Evidence
For Plots of size 2000 sqm and 2090 sqm:	The Applicant shall submit proof
The Bidder shall have experience of developing or owning experience	of ownership/ development in the
of eligible projects including Operation & Maintenance experience in	form of Registration Deed/
the past 10 years in India or abroad of min size:	Relevant Certificate such as
	Completion Certificate from the
• [1 project of minimum 80% of the Built-up area corresponding to	Owner/ concerned Authority
the maximum allowable FAR of the plot]	substantiating the Development,
Or	operation & maintenance
• [2 projects each of minimum 50% of the Built-up area	experience.
corresponding to the maximum allowable FAR of the plot]	
Or	Note: The documentary evidence
• [3 projects each of minimum 40% of the Built-up area	shall clearly highlight the built-up
corresponding to the maximum allowable FAR of the plot]	area, plot area and year of
	commencement of operation of
Eligible Projects would include hotels / resorts, Group housing	the submitted project experience
projects, Institutional buildings, convention centres, exhibition centres,	
commercial complexes.	
Note:	
(a) The Lead member (min 30% stake in the consortium) and	
consortium members (min 10% stake in the consortium) may	
jointly qualify the technical eligibility condition.	

II] For Category 2 (Development of Star Category Hotels)

Parameters	Documentary Evidence
i) For Plots of size 5200 sqm, 7500 sqm and 24,000 sqm:	The Applicant shall submit
The Bidder shall have experience of developing or owning experience	proof of ownership/
of eligible projects including Operation & Maintenance experience in	development in the form of
the past 10 years in India or abroad of min size:	Registration Deed/ Relevant
• [1 project of minimum 80% of the Built-up area corresponding to	Certificate from the Owner/
the maximum allowable FAR of the plot]	concerned Authority
Or	substantiating the
• [2 projects each of minimum 50% of the Built-up area	Development, operation &
corresponding to the maximum allowable FAR of the plot]	maintenance experience.

Or

• [3 projects each of minimum 40% of the Built-up area corresponding to the maximum allowable FAR of the plot]

Eligible Projects would include hotels / resorts, Group housing projects, Institutional buildings, convention centres, exhibition centres, commercial complexes.

Note:

- (a) The Lead member (min 30% stake in the consortium) and consortium members (min 10% stake in the consortium) may jointly qualify the technical eligibility condition.
- (b) Incase of Hotel Experience, the Hotel shall be not less than 3-star Category certified by HRACC or relevant certification
- (c) In the event that the applicant does not have the requisite Operation & Maintenance / Management experience of Hotels then the Applicant would be required to tie-up with any leading brand of a hospitality service provider for a period of atleast 5 years from the Commercial Date of Operation. The leading brand of hospitality service provider shall also be a reputed Star Category Hotel certified by HRACC for not less than 3-Star and the Certificate shall be valid as on Proposal Due Date.
- (d) The successful Applicant shall submit the Memorandum of Understanding (MoU) with such hospitality service provider post declaration of result of Auction by NOIDA and before issue of allotment letter.

Incase of hotel experience, copy of HRACC certification or equivalent certification shall be attached.

Note: The documentary evidence shall clearly highlight the built-up area, plot area and year of commencement of operation of the submitted project experience

D-2 FINANCIAL ELIGIBILITY CRITERIA:

Parameters

- i. Minimum Net Worth as on 31.03.2023 duly certified by the Bidder's statutory auditors/ Chartered Accountant. UDIN bearing CA certificate specifying the net worth to be attached. The Bidder shall satisfy the minimum net worth criteria as mentioned in the below table corresponding to the plot applied by the Bidder.
- ii. Minimum solvency as per the certificate, not more than 6 months from Technical Bid end date, issued by a Nationalized/ Scheduled Bank. The Bidder shall satisfy the minimum solvency criteria as mentioned in the below table corresponding to the plot applied by the Bidder.
- iii. Minimum Average Turnover for the last 3 Financial Years duly certified by a statutory auditors/ Chartered Accountant i.e. 2020-21, 2021-22 and 2022-23 as per Annexure-I (b) of this brochure. UDIN bearing CA certificate specifying the average turnover to be attached. The Bidder shall satisfy the minimum average turnover criteria as mentioned in the below table corresponding to the plot applied by the Bidder.
- i. Earnest money as mentioned in Clause A-1
- ii. Processing Fee (Non-adjustable / non-refundable) as mentioned in Clause A-1

S.N	Sector	Plot No	Minimum Net Worth as on 31.03.2023 in Rs.	Minimum solvency in Rs.	Minimum Average Turnover for the last 3 Financial Years in Rs.
1	93B	COMM- 02	25,40,08,000	6,35,02,000	50,80,16,000
2	96	COMM- 02A	25,40,08,000	6,35,02,000	50,80,16,000
3	98	COMM- 02B	26,36,63,532	6,59,15,883	52,73,27,064
4	105	SDC-H- 2	84,40,71,000	21,10,17,750	168,81,42,000

S.N	Sector	Plot No	Minimum Net Worth as on 31.03.2023 in Rs.	Minimum solvency in Rs.	Minimum Average Turnover for the last 3 Financial Years in Rs.
5	142	11B	59,73,17,760	14,93,29,440	119,46,35,520
6	135	H-2	257,50,56,000	64,37,64,000	515,01,12,000

Note: Incase the Applicant is applying for multiple plots, the Applicant shall individually and in aggregate satisfy the above financial eligibility criteria for each of the plots.

Net Worth Calculation shall be done as below:

- (a) In case of a Company, "net worth" means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. Net Worth statement certified by the statutory auditors/ Chartered Accountant of the Company should be submitted along with UDIN number.
- (b) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm excluding intangible assets, if any. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the firm should be submitted along with UDIN number
- (c) Individual Net Worth statement (relating to application made by proprietorship firm) certified by the tenderer's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax return with all its enclosures submitted to Income Tax Authority should be submitted along with UDIN number.

D-3 PLEASE ALSO ATTACH

- (a) The list of projects in D-1, including area, basic description, development cost and date of completion with relevant supporting documents.
- (b) Organization chart, list of staff, details of in-house architectural facilities, list of structural consultants/engineers of the Indian entity.
- (c) Detailed Project Report of proposed project highlighting the following parameters but not limited to:
 - Total Built-up Area (BUA)
 - Ground Coverage
 - FAR
 - Max height
 - No. of rooms/keys
 - Type of hotel
 - Broad block cost estimates including total project cost
 - Financial projections
 - Funding plan
 - Conceptual layout
 - Any other relevant information
- (d) Complete Details of the Bidder including PAN, GST details. Incase of a consortium, details of Lead member as well as the details of all the Consortium members shall be attached

NOTE:-

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

E. PRE-BID

Applicants may approach NOIDA Authority to seek more information regarding the Commercial Plot before submitting the bid at the time of pre bid. The Authority will provide such information as may be reasonably requested by the Applicants.

F. EVALUATION AND ACCEPTANCE OF TECHNICAL BID.

- 1. At the time of opening of technical bid it will be the sole responsibility of the Bidder that he/she has deposited Processing fee and EMD well before time.
- 2. If Bidder has not deposited document fee, Processing fee and EMD his/her bid will be out rightly rejected.
- 3. The Bidder must upload all required documents along with annexures well before time.
- 4. After the due date and time of submission of technical bid NOIDA shall download and print the technical bid documents and prepare a chart.
- 5. The scrutiny of technical bid documents uploaded by the Bidder will be done by the screening committee of NOIDA. The report of the screening committee will be submitted to the Allotment committee of NOIDA. The incomplete application/without requisite documents will not be recommended for participation in bidding. However, the applicants may be provided an opportunity to complete their documents in accordance with the deficiencies pointed out by the Screening Committee within 72 hours from the issuance of correspondence letter by the Authority. Failure to complete the documents within the stipulated time will lead to disqualification from bidding process. Only those application shall be permitted to participate in the bidding whose applications are complete in all respect.
- 6. The decision of the Allotment committee will be final and binding on Bidders.
- 7. The successful technically qualified Bidder(s) will participate in the E-Auction.
- 8. Incompletely filled tender document will be summarily rejected.
- 9. The Bidder cannot withdraw the Offer/bid once made.
- 10. The NOIDA may accept or reject any offer, including the highest bid, and his decision in this behalf shall be final and binding on the tenderer.
- 11. There will be no correspondence on issues/grounds raised in technically disqualified bids.

G. PAYMENT

- 1. All payment should be made through credit card, NEFT, RTGS, Net Banking.
- 2. GST charges shall be applicable as per provisions of the CGST Act, 2017 and changes, if any, shall be applicable accordingly.
- 3. The Allottee shall be responsible for deduction of TDS @1% of premium amount only as required under section 194IA of the Income Tax 1961 and shall produce the Form 16B or as applicable with the Authority.
- 4. The successful Bidder shall be issued allotment letter by registered post.
- 5. The Bidders shall have the option of payment of allotment premium under 2 payment plans and shall specify the option in the Application Form at the time of applying for the plot:
 - a. Payment Plan-A: Incase the entire due premium (including Registration Money i.e. 10% of the total reserve price of the plot) is deposited within 90 days from the date of issuance of allotment letter, the Allottee shall be given a rebate of 2 percent on the balance due premium deposited by the Allottee.
 - b. Payment Plan-B: The successful Bidder shall be required to pay 40% of the total premium of the plot as allotment money after adjusting earnest money within 60 days from the date of issuance of Allotment Letter otherwise the claim for allotment will be treated as deemed cancelled. No correspondence for such cancellation will be entertained in this regard. In any case no extension of time will be granted to deposit the allotment money. Balance 60% premium of the plot along with interest will be paid in 08 half yearly installments along with interest @ 10% per annum from the date of allotment, compounded half yearly on the outstanding premium. The interest rate @ 10% is applicable only till 31.12.2024. It is to be noted that interest rate shall be revised on every 1st January and 1st July based on SBI's 3-years' MCLR in accordance with NOIDA's prevailing policy. No separate notices for deposit of the installments shall be issued by NOIDA. In case of failure to deposit the due installment by the due date, NOIDA may

cancel the allotment in accordance with clause-Z of the e-brochure. However in exceptional circumstances, an extension of time for payment of an installment can be permitted subject to payment of prevailing interest rate as per NOIDA's prevailing interest rate + 3% penal interest compounded half yearly on the defaulted amount and on the defaulted period. The decision of NOIDA regarding change in interest rates in future will be binding on the Bidder.

- 6. In case of default in depositing an installment or any payment, interest rate as per NOIDA's prevailing interest rate + 3% penal interest, compounded half yearly shall be leviable for defaulted period on the defaulted amount.
- The Allottee shall also deposit stamp duty (Stamp duty calculation should also be got verified from the concerned Sub-Registrar, Gautam Budh Nagar by the Allottee himself/ themselves) for lease deed in treasury of District Gautam Budh Nagar and should produce a certificate to that effect in Commercial Department Noida within 120 days from the issue of allotment letter subject to vacant physical possession being offered by Noida. Allottee shall have the option of depositing the stamp duty anytime before the 120 days if it wishes to execute the lease deed simultaneous to payment of total lump sum consideration in accordance with Clause G-5 above.
- 8. Premium referred to in this document means total amount payable to the Authority for the allotted land.
- 9. All payments should be remitted by due date. In case the due date is a bank holiday then the Allottee should ensure remittance on the next working day.
- 10. In case of default, the allotment offer will be considered as cancelled without any further notice and the amount equivalent to earnest money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause- H of this document.
- 11. 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.
- 12. In case of allotment of additional land, the payment of the premium of the additional land shall be made as per terms of allotment of original plot within 60 days from the date of communication of the said additional land as per prevailing policy of NOIDA. The premium of additional land will be chargeable at the rate applicable at the time of communication.
- 13. Lease Rent shall be paid in accordance with Clause M of this document.
- 14. No extension on any ground shall be granted to deposit the amount towards premium of plot in terms of clause "G(4)" above.

Note- The simple interest rate will change when the rate of MCLR changes.

H. EXTENSION OF TIME TO DEPOSIT ALLOTMENT MONEY

- 1. Normally extension for depositing the allotment money shall not be allowed. However, on receipt of request from the Allottee in writing and on being satisfied with the reasons mentioned, the NOIDA may grant a maximum of 60 days extension to deposit the reservation money/allotment money, subject to the payment of prevailing interest rate as per NOIDA's prevailing interest rate + 3% penal interest compounded half yearly on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.
- 2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority.
- 3. However, in such cases of time extension, interest as per NOIDA's prevailing interest rate + 3% penal interest, compounded half yearly shall be charged on the outstanding amount for such extended period.
- 4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be considered as the date of allotment.

I AREA

The area of advertised Plot(s) is as mentioned in A-1. Areas are tentative and can be increased or decreased at the time of handing over of possession

J. AS IS WHERE IS BASIS / LEASE PERIOD

The plot will be accepted by the Allottee on an "As is where is basis" on a lease for a period of **90 years** starting from the due date of execution of the lease deed. However, NOIDA shall continue to be responsible to handover vacant possession of the property to the Allottee. The Allottee shall indemnify NOIDA on all or any of the zoning issue pertaining to the land including but not limited to the litigations or issues pertaining to the title of the land.

K. UNSUCCESSFUL APPLICANTS

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

L. SURRENDER

- 1. In case the successful Bidder/Allottee wishes to surrender the allotment before the issuance of allotment then the entire EMD will get forfeited.
- 2. In case the successful Bidder/Allottee wishes to surrender the allotment within 30 days from the issuance of allotment letter then the entire EMD will get forfeited.
- 3. In case the allotted plot is surrendered after 30 days from the date of issue of allotment letter but before execution of Lease Deed, entire EMD + 10% of total premium of plot discovered through e-bid shall be forfeited. In any case, the deductions shall be not greater than the amount deposited.
- 4. In case the allotted plot is surrendered after execution of Lease Deed, 30% of total premium of plot (discovered through e-bid), due lease rent charges and total interest paid shall be forfeited. In any case, the deductions shall be not greater than the amount deposited.
- 5. During the bidding process, it shall be the responsibility of the Bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money Deposit.
- Note- The date of surrender in the above case shall be the date on which the application for surrender is received at NOIDA's office. No subsequent claim on the basis of any postal certificate etc. will be entertained.

M. LEASE RENT

In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

- (i) The ground rent/lease rent @ Rs. 1/- per sqm. per year for the first three years from the date of execution of the lease deed.
- (ii) Thereafter, the ground/lease rent shall be charges @ 2.5% p.a. of the total premium of the plot for next seven years of the first ten years.
- (iii) After ten years from the date of execution of the lease deed, the lease rent will be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iv) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (v) In case of failure to deposit the due lease rent by the due date, interest will be charged as per NOIDA's prevailing interest rate + 3% penal interest compounded half yearly, on the defaulted amount and for the defaulted period. (The interest rate @ 10% is applicable only till 31.12.2024. It is to be noted that interest rate shall be revised on every 1st January and 1st July based on SBI's 3-years' MCLR in accordance with NOIDA's prevailing policy)
- (vi) The Allottee/Lessee can choose to pay a "One Time Lease Rent" at any point of time during the lease period which shall be equivalent to 15 times the applicable lease rent at that time. Before making payment of One-Time Lease Rent, the Allottee has to clear all the dues of annual lease rent and interest thereon (if any). The amount already paid against annual lease rent will not be adjusted against One Time Lease Rent.

N. EXECUTION OF LEASE DEED & POSSESSION

The Allottee will be required to execute the lease deed of the plot within 120 days from the date of issue of allotment letter in accordance with Clause G. In case of failure to do so, the allotment of plot may be cancelled and 30% of the premium (tendered amount) of the plot may be forfeited. Amount deposited towards the extension charges, interest and other penalties etc. may also be forfeited. However, in exceptional circumstances, the extension of time for the execution of the lease deed and taking over possession may be permitted. The extension will be subject to the payment of charges @ 5% p.a. of the total premium of the plot at the tendered rate, which will be calculated on day to day basis. After execution of lease deed, the Allottee will take over the possession of plot within 15 days from the concerned project engineer. The date of execution of lease deed shall be considered as the date of taking over of physical possession and no plea contrary to this shall be entertained.

The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the Allottee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf.

O. PROJECT IMPLEMENTATION

- 1. **For Plots area admeasuring upto 5000 Sqm,** the Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 4 years from the date of execution of lease deed.
- 2. **For Plots area admeasuring 5001 Sqm to 10000 Sqm.** the Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 5 years from the date of execution of lease deed. Minimum requirement of sanctioned/completion shall be governed as per Noida Building Regulations-2010 (as amended from time to time).
- 3. **For Plots area 10001 Sqm. and above**, the Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 7 years from the date of execution of lease deed. Minimum requirement of sanctioned/completion shall be governed as per Noida Building Regulations-2010 (as amended from time to time).
- 4. However, extension in exceptional circumstances can be granted by NOIDA, on the payment of extension charges applicable as per the prevailing policy, at the time of grant of such extension.
- 5. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

P. COMPLETION

The Completion Certificate(s) will be issued by NOIDA on the completion of the project and on submission of the necessary documents required for certifying the completion of the project as per prevailing rules.

Q. INDEMNITY

The Allottee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/ constructions; subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified and legally appointed by the Allottee after prior written approval of NOIDA. The Allottee/Lessee shall execute an indemnity bond, indemnifying NOIDA against all disputes arising out of:

- (i). The non-completion of the project
- (ii). The quality of development, construction and maintenance.
- (iii). Any legal dispute arising out of allotment, lease to the final purchaser(s).

It is further clarified that the Lessee shall have indemnity on account of non-completion of the project because of any land title issue and/or any legal dispute arising out of allotment, lease and/or sublease to the final purchaser.

R. MORTGAGE

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot and payment of land dues to the Authority. The Lessee should have valid time period for construction as per terms of the lease deed or have obtained valid extension of time for construction and should have cleared upto-date dues of the plot premium and lease rent.

The Lessee will submit the following documents:

- (a) Sanction letter of the scheduled Bank/ Govt. organization/ financial institution approved by the Government of India.
- (b) Clearance of upto date dues of the NOIDA.

In case of mortgage, the Authority shall have the first charge towards Lease Premium, Lease Rent, Interest, extension charges and any other dues, taxes, charges etc. payable to the Authority from time to time.

The letter of Permission to Mortgage (PTM) shall specify the head wise dues of Authority as on date of PTM in respect of the property for which permission to mortgage is issued.

In the event any Permission to mortgage is issued by the Authority, it shall always hold the first charge and shall remain Secured Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016.

In the event of sale or foreclosure of the mortgaged/charged property, Authority shall be entitled to claim all dues. Authority may recover not more than 50% or as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said Plot as first charge, having priority over the said mortgage charge. The decision of the Authority in respect of the market value of the said Plot shall be final and binding on all the parties concerned.

Provided further that the Lessor/Authority would have the pre-emptive right to purchase the mortgaged or charged Plot after deducting such percentage as decided by Lessor /Authority of the unearned increase as aforesaid. The Lessor /Authority'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.

After procurement of permission to Mortgage, the property cannot be attached/ auctioned/ sub-leased without the permission of the Authority. In case, it is exercised by any financial institution without permission, it shall be treated as null and void.

All the clauses mentioned above shall become a part of the 'Loan Agreement' signed between the Bank and the Lessee. The copy of the 'Loan Agreement' shall be submitted to the Authority by the Lessee within 15 days of the execution of the Agreement.

Provided that in the event of foreclosure of the mortgaged/charged property, the NOIDA shall be entitled to claim and recover such percentage, as decided by the NOIDA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the NOIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The NOIDA's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

S. A] TRANSFER OF THE PLOT/BUILDING

The Allottee/Lessee shall not be allowed to transfer the plot/ whole building constructed till issue of completion certificate by NOIDA, except in case of transfer amongst blood relation. A processing fee of Rs.10,000/- shall be applicable for all such transfers. Further, transfer charges as per the prevailing policy of NOIDA shall be applicable except in case of transfer amongst blood relation in which case no transfer charges shall be payable. The Lessor reserves the right to reject any such transfer application without assigning any reason whatsoever

However, in case of transfer of whole building in the case of plots greater than 5000 sqm, the Lessee shall ensure tie-up at all times with any leading brand of a hospitality service provider for a period of atleast 5 years from the date of issue of completion certificate by NOIDA. The leading brand of hospitality service provider shall be a reputed Star Category Hotel certified by HRACC for not less than 3-Star or possess relevant certification.

All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the Allottee/Lessee, as well as the transferees.

B] CHANGE IN SHAREHOLDING AND CHANGE IN CONSTITUTION

Change in Constitution and Change in Shareholding shall be permitted only after issue of completion certificate by NOIDA for the entire project except in case of transfer amongst blood relation and as per prevailing policy of the lessor. If the Lessee is a SPC, then the relevant conditions laid down in this brochure shall be applicable

NOTE: The Allottee, Lessee are not eligible for any preferential allotment of any residential plot or house under various schemes of NOIDA.

T. MISUSE, ADDITIONS, ALTERATIONS ETC.

- (i). The Allottee/Lessee shall not use the commercial plot for any purpose other than for which the commercial plot is allotted.
- (ii). In case of violation of any allotment/lease condition, the allotment/lease shall be liable to be cancelled and the possession of the premises along with the structures thereon, if any, shall be resumed by NOIDA.

U. LIABILITY TO PAY TAXES

The Lessee shall be liable to pay all taxes, charges and assessment of every description imposed by any 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.

V. OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the NOIDA on the amount of such compensation shall be final and binding on the Lessee.

W. MAINTENANCE

The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on this plot. If the buildings and the common services are not maintained properly, the NOIDA shall have the right to get the maintenance done and recover the amount so spent from the Lessee. The Lessee will be personally and severely liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.

- 2. No objection will be entertained on the subject of amount spent on maintenance of the buildings and the common services, and the decision of NOIDA in this regard shall be final and binding.
- 3. The Allottee/Lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.
- 4. The Allottee/Lessee shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe, neat & clean and in good and healthy sanitary conditions to the satisfaction of the lessor and to the convenience of the inhabitants/occupants of the place.
- 5. The Allottee/Lessee shall abide by all the regulations, bye-laws, directions and guidelines of NOIDA framed/issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.
- 6. In case of non-compliance of these terms & conditions and any other directions of NOIDA, NOIDA shall have the right to impose such penalty as it may consider just and/or expedient.
- 7. The Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place approved for this purpose by NOIDA. Such approvals shall not be unreasonably withheld.

X. CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS

If the Lessee fails to deposit the due money within the given time or such extended period as is allowed by NOIDA or commit any breach of the terms and conditions as laid down in this brochure, allotment/lease shall be liable to be cancelled/determined and 30% of the total premium together with lease rent, interest, extension charges or money deposited, whichever is less shall be forfeited in favour of NOIDA. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the plot, along with the structures, if any, thereon, shall be resumed in favour of NOIDA and the Lessee shall not be entitled to claim any compensation for the same.

Y. CONSEQUENCES OF MIS-REPRESENTATION:

If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the tenderer, Allottee, Lessee, the allotment of plot shall be cancelled and/or lease shall be determined, as the case may be. In addition, the entire money deposited by the tenderer, Allottee, Lessee shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be taken.

Z. CANCELLATION OF THE LEASE DEED

In addition to the other specific clauses relating to cancellation/ determination, NOIDA/the lessor, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of this commercial plot in case of the followings:

- Allotment having been obtained through misrepresentation, by suppression of material facts, falsestatement and/or fraud.
- ii. Any violation of the directions issued or of the rules and regulations framed by NOIDA or by any other statutory body.
- iii. In case of default on the part of the tenderer/ Allottee or any breach/violation of the terms and conditions of the tender, allotment, lease and/ or non-deposit of the allotment amount, installments or any other dues.

If the allotment is cancelled on the grounds mentioned in para (i.) above, the entire amount deposited by the tenderer, Allottee, Lessee till the date of cancellation/ determination, shall be forfeited by NOIDA and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (ii.) or (iii.) above, 30% of the total premium of the plot shall be forfeited and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

After forfeiture of the amount as stated above, possession of the plot will be resumed by NOIDA, along with the structures thereupon, if any, and the tenderer, Allottee, Lessee will have no right to claim any compensation thereon.

OTHER CLAUSES

- 1. The Authority / Lessor reserves the right to propose such additions / alternations or modifications in the terms and conditions of allotment/lease deed from time to time, as may be considered just and expedient
- 2. In case of any clarification or interpretation regarding these terms and conditions, the applicant / Lessee may approach NOIDA. The decision of Chief Executive Officer of Authority shall be final and binding on the Bidder.
- 3. If the allotment of the Plot or handing over the possession of the allotted plot by NOIDA is prevented or restricted or interfered with by reason of Force Majeure such as war, terrorist attacks, revolution, strike, civil commotion, acts of public enemies, acts of God, natural calamities, blockade or embargo (each a "Force Majeure Event") or any circumstances beyond NOIDA's control, entire earnest money and/or the deposits, as the case may be, will be refunded, as per the prevailing policies of NOIDA.
- 4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the Lessee to remove the nuisance within a reasonable period failing which the NOIDA shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of existence of the nuisance.
- 5. Any dispute between the Authority and Lessee shall be subject to the territorial jurisdiction of the Civil Courts District Gautam Budh Nagar or by the Hon'ble High Court of Judicature at Allahabad The Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/or regulations made or directions issued, under this act.
- 6. The NOIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- 7. The Lessee shall be liable to pay all taxes/ charges livable from time to time by the NOIDA or any other Authority duly empowered to levy the tax/charges.
- 8. The Hotel premises shall be as per the plans of the Allottee approved by NOIDA and shall be used for hotel purpose only. In case of default, the lease deed is liable to be cancelled and the Lessee will not be paid any compensation thereof.
- 9. Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
- 10. All arrears due to the Lessor/Lessee(s) would be recoverable as arrears of land revenue.
- 11. The NOIDA in larger public interest may take back the possession of the land/building by paying such compensation as may be decided by an Independent Valuer. Further, the decision of the Authority to repossess the land/ building shall be subject to judicial review, and any and all disputes arising in connection with such repossession shall be decided by the courts of competent jurisdiction.
- 12. In case NOIDA is not able to give possession of the land in any circumstances, deposited money will be refunded to the Allottee in terms of the policy of NOIDA as prevailing at the relevant time.
- 13. Noida shall be the Financial Creditor for all types of dues on land allotted, whether premium, lease rent, interest or others.
- 14. If CIRP proceedings on the Allottee is initiated before execution of lease deed, NOIDA shall cancel the plot allotment without any information and the plot hall not be the part of Assets of Corporate Debtor (Allottee). Further, if Plot is cancelled by NOIDA due to any reason and plot has not been restored (if any) before date of initiation of proceedings in such case plot shall not be the part of Assets of corporate Debtor (Allottee).
- 15. The Allottee shall be responsible to inform NOIDA within 7 days about initiation of CIRP, if any.

For further clarification please contact:
Sh. Ashok Kumar Sharma, Officer on Special Duty (Commercial)
Main Administrative Building, Sector 6, Noida
Contact Number: +91 9205005857

APPLICATION FORM FOR TECHNICAL QUALIFICATION

	Date:
	Photo of Applicant
The Chief Executive Officer, New Okhla Industrial Development Authority, Main Administrative Building,	
Sector 6, NOIDA- 201301 Distt. Gautam Budh Nagar Uttar Pradesh	
Qualification details for 2024-25 Allotment of Hotel Plots in Noida	
With reference to the above subject ,I/(We) Mr./Mrs	herewith the required
being the director/partner/proprietor of M/s	herewith the required nder the terms of the sch
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condition and guidelines are accepted and are binding on me/us.

Enclosures:

1.	Details of Earnest money:	
	DD/Pay Order No	
	for Rs Issued by	
2.	Details of Processing fee: DD/Pay Order No	
3.	Choice of Payment plan as per Clause G:	
All o	ther supporting documents as mentioned in the ten	der document.
		Yours faithfully
		Signature of the applicant
	Name:	
	Address:	
	Phone No.:	
	Fax No.:	

GENERAL INFORMATION OF THE BIDDER

					Date:		
1.	(a) Name of Proprietorship/Firm/Company/Consortium:						
	(b)		of Incorporation	1:			
	(c)		-	ice/ Corporate office and its Bran	· · · · · · · · · · · · · · · · · · ·		
The in consor	Nam Desi Prop Tele Fax E-ma e of a c format tium in	act/ Communicative	on for the NOID ompany/Consort ompany/Consort e point 1 & 2 s ormation regardi	/Firm/Company/Consortium who A. ium Address hould be provided for all the fing the role assigned to each	'relevant members" of the		
Sl. N		Name of the member"	the "relevant	Percentage of Equity owned in the consortium	Role assigned		
1							
2							
3							

Signature (Name of the Authorised Signatory) For and on behalf of (Name of the Tenderer) Designation

Place/Date:

"FINANCIAL CAPABILITY STATEMENT OF THE APPLICANT"

				Turnover (Rs.
		In Crores)		
Particulars	2020-21	2021-22	2022-23	
	Total Turnover	Total Turnover	Total Turnover	TOTAL
Turnover of the Applicant or its holding company /Consortium Lead Member & relevant members as per audited annual accounts				
<u>Net worth (Rs. In Cro</u> Particulars	ores)		2022-23	
Paid Up Share Cap	oital (excluding s	hare application	2022-23	
money)	, ,	11		
Reserves and Surplus	(excluding revaluat	ion reserve)		
Preliminary and pre-op	perative expenditur	e		
Miscellaneous Expend	liture			
Accumulated losses				
Intangible Assets				
Total Net worth				
Certificate of the Cl Three Financial Year		ant/ Statutory Au	nditor / Published Ar	Applicant's signature
Based on A	Audited Accou	unts and	other relevant	documents, we

Signature and Seal of Chartered Accountants/ Statutory Auditors UDIN Number

	Annexure 1 (c)
Date	

LAST 10 YEARS TILL THE DATE OF SUBMISSION OF BID

Name of the Bidder/Lead Member of the Consortium:								

Notes:

- 1) In case of a consortium, the above information shall be furnished in respect of the "lead member" and the "relevant members" only.
- 2) The experience of the holding/subsidiary company shall be added only in those cases where the holding company has 100% equity shareholding in the subsidiary company
- 3) In the absence of requisite details/certificates, the information would be considered inadequate and may lead to the exclusion of the relevant commercial building(s), while deciding the technical eligibility of the tenderer.

Stamp & Signature(s) of the Statutory Auditors/ Chartered Accountant Signatures of the tenderer (Name & Designation of the Authorized Signatory for and on behalf of the tenderer)

Place/Date: