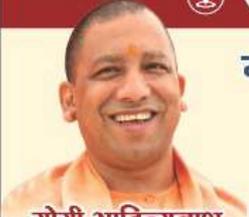




# गोरखपुर औद्योगिक विकास प्राधिकरण

GIDA Website : [www.gidagkp.in](http://www.gidagkp.in)

⑨ सेक्टर - 7, गीडा, गोरखपुर, उत्तर प्रदेश • (PROMOTER REG. NO. UPRERAPRM278897)



योगी आदित्यनाथ  
मा. मुख्यमंत्री, उ.प्र.



नन्दूपाल गुप्ता 'नन्दी'  
मा. औद्योगिक विकास मंत्री, उ.प्र.

गीडा, गोरखपुर में 239 भूखण्ड एवं 96 आवासीय भवन (ईडब्लूएस एवं एलआईजी) प्राप्त करने का **स्वर्णिम अवसर** (औद्योगिक, आवासीय, व्यावसायिक एवं संस्थागत)

ऑनलाइन पंजीयन की प्रारम्भ तिथि : 21.02.2026 | अन्तिम तिथि: 24.03.2026

औद्योगिक भूखण्डों का साक्षात्कार दिनांक 01.04.2026 प्रातः 11:00 बजे से गीडा कार्यालय में  
व्यावसायिक एवं संस्थागत भूखण्डों का ई-ऑक्शन दिनांक 01.04.2026 प्रातः 10:00 बजे से सायं 06:00 बजे तक  
आवासीय भूखण्ड एवं भवन की ई-लॉटरी दिनांक 06.04.2026 को प्रातः 11:00 बजे से गीडा कार्यालय में

## गीडा सेक्टर -11 आवासीय योजना के अन्तर्गत उपलब्ध भूखण्डों का विवरण



(RERA PROJECT REGISTRATION NO. UPRERAPRJ281199/09/2024)  
(PROJECT COLLECTION A/C NO. 230605500264, IFSC-ICIC0003201)

क्र. सं.	भूखण्डों की श्रेणी	भूखण्डों का क्षेत्रफल (वर्ग मी.)	भूखण्डों की संख्या	दर प्रति वर्ग मी. (रु.में)	पंजीकरण धनराशि (रु.में)
1	ए	300	03	33,500	10,05,000
2	बी	250	13	33,500	8,37,500
3	सी	200	04	33,500	6,70,000
4	डी	180	13	32,500	5,85,000
5	ई	150	01	32,500	4,87,500

## व्यावसायिक योजना के अन्तर्गत उपलब्ध भूखण्डों का विवरण

(व्यावसायिक योजना सेक्टर 11 रेटा परियोजना पंजीकरण संख्या UPRERAPRJ279685/11/2024)  
(RERA PROJECT COLLECTION A/C NO. 230605500261, IFSC-ICIC0003201)



क्र. सं.	भूखण्डों का आकार	भूखण्डों की संख्या				भूखण्डों की कुल संख्या
		सेक्टर-11	सेक्टर-13	सेक्टर-22	सेक्टर-23	
1	0 से 13838 वर्ग मीटर तक	19	18	22	04	63

## औद्योगिक भूखण्डों का विवरण

क्र. सं.	भूखण्डों का आकार	भूखण्डों की संख्या				सेक्टर 27 सामान्य	सेक्टर - 28		भूखण्डों की कुल संख्या
		सेक्टर 13 सामान्य	सेक्टर 15 सामान्य	सेक्टर - 26 सामान्य	सामान्य		प्लास्टिक पार्क (प्लास्टिक सम्बन्धित इकाईयों हेतु)		
1	0 से 1000 वर्ग मीटर तक	07	01	0	41	0	0	02	51
2	1001 वर्ग मीटर से 4000 वर्ग मीटर तक	26	07	5	1	03	7	21	70
3	4001 वर्ग मीटर से 20000 वर्ग मीटर तक	02	0	3	1	05	3	3	17
4	20001 वर्ग मीटर से अधिक	0	0	0	0	1	0	01	2

## विशेष आकर्षण

- राष्ट्रीय राजमार्ग गोरखपुर-लखनऊ एवं कुशीनगर-सोनौली के जंक्शन प्वाइंट पर स्थित।
- गोरखपुर पूर्वांचल लिंक-एक्सप्रेस वे से मात्र 3 किमी. की दूरी पर।
- प्रतिष्ठित शैक्षणिक संस्थान एवं व्यावसायिक प्रतिष्ठान से नजदीकी दूरी पर।
- महायोगी गोरखनाथ एयरपोर्ट व गोरखपुर रेलवे स्टेशन से 16 किमी. पर।
- गीडा द्वारा पूर्व विकसित योजनाओं के मध्य स्थित एवं आवर्षा लोकेशन।

## गीडा सेक्टर-23 आवासीय योजना के अन्तर्गत उपलब्ध भूखण्ड का विवरण

क्र. सं.	भूखण्ड की श्रेणी	भूखण्ड का क्षेत्रफल (वर्ग मी.)	भूखण्ड की संख्या	दर प्रति वर्ग मी. (रु.में)	पंजीकरण धनराशि (रु.में)
1	ए	240	01	23700	5,68,800

## गीडा सेक्टर-11 आवासीय योजना के अन्तर्गत उपलब्ध भवनों का विवरण

क्र. सं.	ईडब्लूएस एवं एलआईजी श्रेणी	भवनों का क्षेत्रफल (वर्ग मी.)	भवनों की संख्या	अनुमानित मूल्य प्रति यूनिट (रु)	पंजीकरण धनराशि (रु.में)
1	EWS	39.89	48	5,13,000	51,300
2	LIG	47.96	48	10,53,000	1,05,300

## गीडा सेक्टर-09 संस्थागत योजना के अन्तर्गत उपलब्ध भूखण्ड का विवरण

क्र. सं.	भूखण्ड का क्षेत्रफल (वर्ग मी.)	भूखण्ड की संख्या	आरक्षित दर प्रति वर्ग मी. (रु.में)	पंजीकरण धनराशि (रु.में)
1	24575	01	8667	2,12,99,153

## आवेदन के नियम

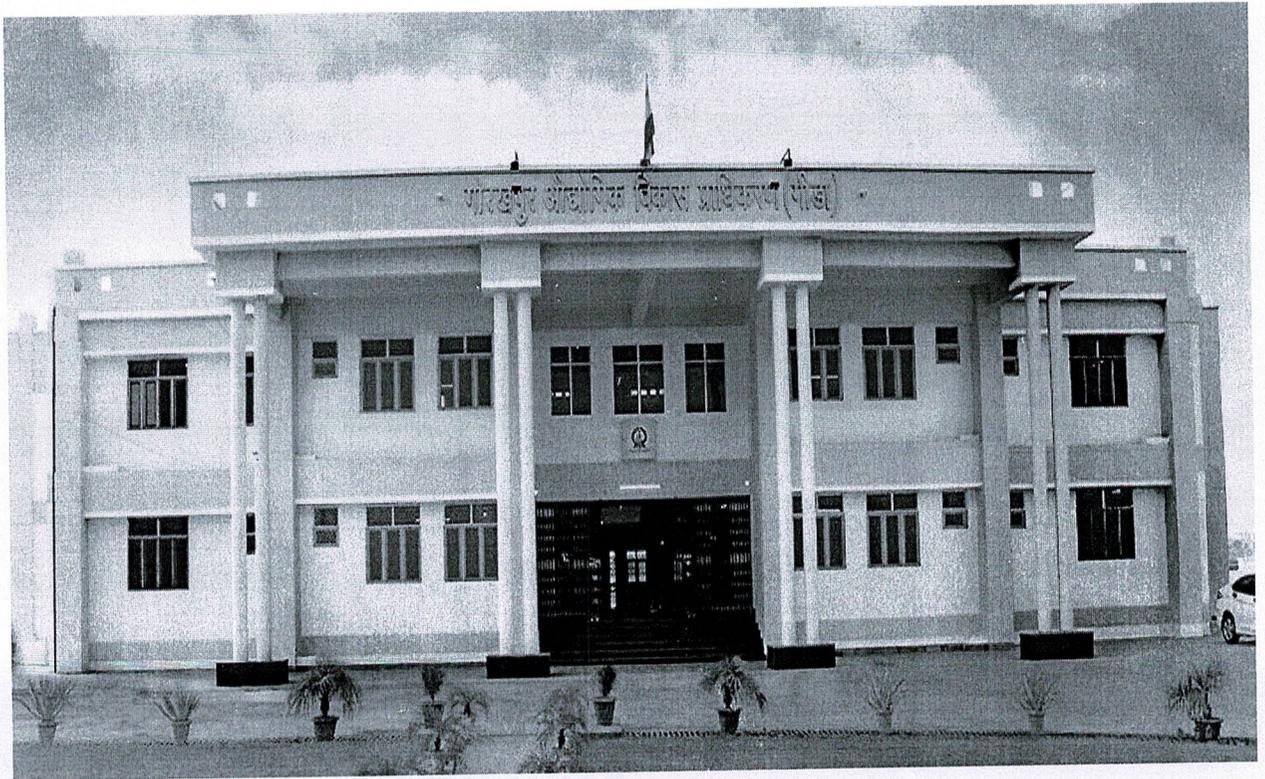
- भूखण्डों के आवंटन के सम्बन्ध में विस्तृत नियम व शर्तें तथा भूमि की दरे गीडा की वेबसाइट [www.gidagkp.in](http://www.gidagkp.in) में उपलब्ध e-brochure से देखी जा सकती हैं।
- आवासीय योजना से सम्बन्धित ऑन-लाईन आवेदन वेबसाइट <https://pms.gidaerp.in/Login.aspx> के माध्यम से प्राप्त किया जायेगा। आवासीय भूखण्डों का आवंटन ई-लॉटरी के माध्यम से किया जायेगा।
- औद्योगिक भूखण्डों हेतु ऑनलाइन आवेदन वेबसाइट <https://niveshmitra.up.nic.in> पर रजिस्टर करने के उपरान्त किया जाना होगा।
- व्यावसायिक/संस्थागत भूखण्ड ई-ऑक्शन के माध्यम से उपलब्ध होंगे। ई-ऑक्शन हेतु आवेदन <http://gida.procure247.com> एवं <https://gidaauction.procure247.com/> पर जाकर किया जाना होगा।
- आवंटन के पूर्व या पर्याप्त किसी नियम व आवंटन प्रक्रिया में परिवर्तन या पूरी आवंटन प्रक्रिया को निरस्त करने का अधिकार मुख्य कार्यपालक अधिकारी में निहित है।
- पंजीकरण एवं सम्बन्धित प्रक्रिया की जानकारी हेतु संपर्क करें - मोबाइल नम्बर - 9580509234, 9151803984, 9151804004, 9151803991

**मुख्य कार्यपालक अधिकारी,**  
गीडा, गोरखपुर



**GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY**  
**SECTOR-7, GIDA, GORAKHPUR-273212**

***SCHEME FOR***  
***Allotment of Institutional Plots in GIDA - 2026***



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## Data sheet

#	Head	Details
1.	Date of issue of the Scheme Brochure / Scheme Opening Date:	As per portal
2.	Date of closure of the scheme/last date of submission of application form	As per portal
3.	Date of opening of Proposals/ Applications	As per portal
4.	Issuance of Allotment Letter	To be communicated on a later date
5.	Contact details	Gorakhpur Industrial Development Authority Sector-7, GIDA, Gorakhpur, Uttar Pradesh - 273212 Email: ceogida-up@up.gov.in Website: <a href="http://www.gidagkp.in">www.gidagkp.in</a>
6.	Allotment method for the scheme	<b>Online through E-Auction process.</b> <b>Website for E-Auction : <a href="https://gida.procure247.com">https://gida.procure247.com</a></b>
7.	Availability of scheme brochure (GIDA)	Can be downloaded from the Authority's website <a href="http://www.gidagkp.in">www.gidagkp.in</a>
8.	Processing Fee	As per details mentioned in portal.
9.	Application Money/ Registration Money/ Earnest Money Deposit	10% of the total premium of the plot on the basis of reserve price as decided by GIDA shall be deposited with application form as Registration Money. The Registration Money of the unsuccessful applicants will be returned without interest after rejection of application. (Adjustable or Refundable)
10.	Payment options	30 percent of total Premium/cost of the plot on the basis of bid price offered in e-auction by applicant after adjusting Registration Money, as allotment money, shall be deposited by the allottee within 60 days from the date of issuance of Allotment Letter without interest and balance 70 % shall be payable in 10 half yearly installments in 5 years with interest, as applicable from time to time. Installments are payable on 1 <sup>st</sup> January and 1 <sup>st</sup> July each year. In exceptional cases, late payment of allotment money can be



		<p>accepted by CEO, GIDA up to maximum 90 days from the date of allotment with interest, as applicable from time to time. In case rate of premium of land has been revised, Late payment of allotment money will not be accepted, in any case. <b>Option No. 1</b></p> <p style="text-align: center;">Or</p> <p>100 percent of total Premium/cost of the plot after adjusting Registration Money shall be deposited by the allottee within 60 days of the date of issuance of Allotment Letter without interest for payment. In this case a rebate of 2% in premium would be admissible to allottee. <b>Option No. 2</b></p> <p>In case, the due Allotment Money, as mentioned above, is not deposited within the stipulated time period, the allotment of the plot shall be treated as automatically cancelled, and money deposited as Registration Money shall be forfeited.</p> <p>The applicable interest rate for installments shall be as per prevailing interest rates of GIDA (10% p.a. as on date till 30-06-2024). This rate can be changed as decided by GIDA from time to time.</p> <p><i>Note: The possession of plot shall only be offered when the Allottee has deposited minimum (minimum 30% that is allotment money) amount of total premium of plot and has executed lease deed, subject to condition that allottee has made, up to date payment of all types of dues on the date of execution of lease deed.</i></p>	
11.	Period of lease	The allotment of plot will be made on leasehold basis for a period of 90 years from the date of allotment.	
12.	Location charges	(i)	Plots facing 30 mts. or more wide road 5% of the rate of prevailing premium.
		(ii)	Plots having access to two or more roads 10% of the rate of prevailing premium.
		(iii)	Plots facing 30 mts. or more wide road and plots having access to two or more roads 15% of the rate of prevailing premium.
		(iv)	Location charges shall be levied upto first 5 acres only.
13.	Rate of Allotment	As per bid price offered in e-auction.	
14.	Rate of Annual Lease Rent	Rs. 1.00/- per. sq. mtr of the plot area for first 30 years, Rs. 2.50 per. sq. mtr of the plot area for next 30 years and Rs. 5/- per. sq. mtr of the plot area for last 30 years. It may be increased time to time, as per rules of GIDA.	
15.	Construction Period & Functional Period	As mentioned in allotment letter. Normally, no extension for completion would be granted; However, in exceptional circumstances, extension may be granted by the Authority as per the prevailing policy of GIDA at the time of	

		submission of extension request letter by the allottee and after payment of prescribed fees/charges, as per then prevailing policy of GIDA.
16	Transfer	Transfer of Institutional plots will be considered as per prevailing policy of GIDA, with applicable transfer levy.
17.	Sub-Lease	Shall be considered as per prevailing policy of GIDA.
18.	Consortium	Not Allowed.
19.	Sub- Letting	Shall be considered as per policy of GIDA.
20.	Sub Division & Amalgamation	Sub Division & Amalgamation of Institutional plots shall be considered as per prevailing policy of GIDA.

## 1 : INSTRUCTIONS TO THE APPLICANTS

### (A) Definitions

The key definitions for the purpose of this scheme document are as follows :

- i) "Authority" means the Gorakhpur Industrial Development Authority
- ii) "Authorized Bank" implies the bank that has been identified by the Authority
- iii) "Allotment Letter" is the letter issued by the Authority to the allottee confirming the allotment under a particular scheme for which application was submitted
- iv) "Allotment Money" is the amount as prescribed in the scheme brochure and is expected to be deposited by the allottee within the given time period
- v) "Allottee" is the person whose allotment letter has been issued on the basis of highest bid in e-auction by the competent officer
- vi) "Applicant" is the person/entity who has submitted application with requisite documents & fees in response to this scheme.
- vii) "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
- viii) "Day" means calendar day
- ix) "Government" means the Government of Uttar Pradesh
- x) "Lease Rent" is the amount paid by the lessee to the lessor as rental against the property allocated to the Lessee
- xi) "Lease Deed" is a contractual agreement by which lessor conveys a property to lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
- xii) "Lessee" is the person/entity who holds the lease of a property or tenant.
- xiii) "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is GIDA.
- xiv) "Completion certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations.
- xv) "Sub-Lessee" is the person/entity who holds a lease of a property which was leased to another person/entity for all or part of a property.
- xvi) "Total Premium of the plot" is the total amount payable to the Authority calculated on the basis of bid price per sqm offered by applicant in e- auction multiplied by the total area of the plot. (GST and Taxes if any, is over and above this premium and are not included in the definition of Total Premium)
- xvii) "Authorized Signatory" is an Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xviii) "P.T.M." Permission to Mortgage.

## (B) Eligibility Criteria

- 1- Only registered Societies, Trust, Non-Profitable Company registered under Section 8 of Companies Act 2013, erstwhile known as Section 25, Companies Act 1956, or any other legal entity (as per prevailing policy of GIDA) may apply
- 2- Proposed legal entity which are not existing as on the date of application shall not be eligible to participate.
- 3- The Applicant must be competent to contract.
- 4- Consortium is not allowed in case of institutional plots.

## (C) How to apply & Acceptance of Bid

Portal for e-auction <https://gida.procure247.com> can also be accessed through a link at GIDA website [www.gidagkp.in](http://www.gidagkp.in)

Interested parties will need to register and obtain user ID and password on the e-auction portal and thereafter deposit non-refundable and non-adjustable E-Brochure Document Fee and Processing Fee as mentioned in the Data Sheet separately against each property for participation in the e-auction through online payment on or before date/time as mentioned in the Data Sheet. GIDA will not be responsible for any payment after that and Bid will not be considered.

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. Ensuring internet connectivity at the bidder's end shall be the sole responsibility of the Bidder/Applicant. Any request/complaint regarding the connectivity of internet at the Bidder's/Applicant's end will not be entertained in any form and shall not be basis of cancellation of the bidding process.

Group of plots/sites having the same size and same earnest money, are likely to be put up for e-auction on a single day. Bidder is required to deposit a separate EMD for each advertised property.

Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.

Bidding will not be permissible below the reserve price/allotment rate of the plot.

The bid submitted shall be with an incremental value of Rs. 500.00 of the Reserve Price of the plot.

Post registration, Bidder/Applicant shall proceed for login by using his ID and password. Bidder shall proceed to select the plot he is interested in. The e-bidder shall have following options to make payment towards e-brochure fees, processing fees and EMD through valid:

A.	Net Banking	: For document download fee, processing fee and EMD
B.	NEFT	: For document download fee, processing fee and EMD
C.	RTGS	: For EMD

Incomplete bid documents will not be considered.

The Bidder/Applicant cannot withdraw the offer/ bid once made.

**Note :- For allotment of Institutional plot minimum three bids would be required for each Institutional plot. In case for any plot less than three bids are received E-Auction of such plots will not be considered and E-Auction**

*of such plots would be rolled over maximum upto two times to full fill the requirement of minimum three bidders. After two roll overs plot will be auctioned to highest bidder without complying the condition of minimum three bidders, subject to condition that bid is above the reserve price.*

The Authority may without assigning any reason withdraw any allotment scheme, at any stage and is not bound to accept the applications from the interested entrepreneurs.

Authority reserves the right to accept or reject any or all the applications or cancel/postpone the allotment of plots without assigning any reason.

### **Language and currency**

The document and all related correspondence for this scheme shall be in English language. The currency for the purpose of this scheme shall be Indian National Rupee (INR).

### **(D) Applicant's responsibility**

It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following :

- i) The eligibility criteria and other information/requirements, as set forth in the Brochure
- ii) All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.

GIDA shall not be liable for any mistake or error or neglect by the Applicant.

The plot(s) are being allotted on 'As it is where it is basis'. It is the responsibility of Applicant to undertake due diligence about the location and situation of plot. GIDA will not be responsible in any manner on this account.

### **(E) Documents required with Application**

Following documents duly signed by the applicant and certified by Chartered Accountant on each page, should be enclosed with the application form:

#### **(a) In case of Society:**

- i) Certified copy of society registration.
- ii) Certified copy of members of society.
- iii) \*Certified copy of PAN and GST registration.
- iv) Net Worth Statement certified by the statutory auditors/ Chartered Account of the Proprietorship concern, if available.
- v) Audited annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets, if available.
- vi) Solvency Certificate not more than 3 months old from a nationalized/scheduled Bank.
- vii) Turnover for the last three financial years certified by the statutory auditor and reconciled

with GST Return.

- viii) Detailed Project Report duly signed by the applicant.
- ix) Resolution by the society members authorizing the applicant to sign on behalf of the society.
- x) Affidavit stating that the Bidder(s)/Applicant(s) are not part of defaulters' lists as per record of the Authority on the last date of Bid/Proposal Submission.

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

**(b) In case of Trust:**

- 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 Trust Deed.
- v) Self-attested copy of the Certificate of Registration issued by Competent Authority (if any).
- vi) List of Trustee and other members of the Trust certified by the Auditor/Chartered Accountant of the Trust.
- vii) Audited Annual Financial Reports for the last three (3) consecutive financial years certified by the Auditors/Chartered Accountant of the Trust.
- viii) Net Worth Statement certified by the Auditors/Chartered Accountant of the Trust.
- ix) Solvency Certificate not more than 3 months old from a nationalized/ scheduled Bank.
- x) Detailed Project Report duly signed by the applicant.
- xi) Affidavit stating that the Bidder(s)/Applicant(s) are not part of defaulters' lists as per record of the Authority on the last date of Bid/Proposal Submission.

**(c) In case of Non-Profit making Company :**

- 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) Certified true copy of Certificate of Incorporation.
- v) Certified true copy of License under section 8(1) of the companies Act, 2013 or License under section 25 of the Companies Act, 1956, as may be applicable.
- vi) Certified true copy of Memorandum & Articles of Association.
- vii) List of Directors certified by a Chartered Accountant as on date of submission of Application.
- viii) List of Shareholders/Members certified by the Statutory Auditors/Chartered Accountant as on date of submission of application.
- ix) Board resolution authorizing the Applicant (Authorized Signatory) to sign on behalf of the company for making this application.

- x) Net Worth Statement as per the last audited Balance sheet, certified by the Statutory Auditors/Chartered Accountant of the Company.
- xi) Audited Annual Financial Reports for the last three (3) financial years, certified by the Statutory Auditors/Chartered Accountant
- xii) Liquidity Certificate not more than 3 months old (from the date of application) from a nationalized/scheduled Bank.
- xiii) Detailed Project Report duly signed by the applicant.
- xiv) Affidavit stating that the Applicant is not part of defaulter's lists as per record of the Authority on the last date of Application/Proposal Submission.

**Note \*** In case GST registration is not available at the time of submission of online application, an affidavit will be given by applicant to submit GST registration before execution of Lease Deed.

### **(F) Extension of time limit for deposit of Allotment money**

No extension regarding time period will be allowed for the deposit of Allotment Money. In case of default in payment, the allotment letter will be cancelled and the Registration Money will be forfeited by the Authority. However, in exceptional cases, upon satisfaction of CEO, GIDA allotment money upto 90 days from the date of allotment can be accepted with interest, as per rules. However, in case rate of premium of land has been revised, late payment of allotment money will not be accepted, in any case.

### **(G) Allotment Process**

Online through e- auction.

Website : <https://gida.procure247.com>

**(a) Scrutiny of applications:** The application along with the requisite documents will be scrutinized by the Screening Committee. If the applications are found to be incomplete/ information is incorrect, the authority may reject the application or may seek clarification if deemed necessary.

In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.

**(b) Issue of allotment letter:** The allottee shall be informed about the allotment via an allotment letter with specific plot number for which highest bid has been offered. The Allotment Letter shall be issued within 30 days from the date of approval of allotment.

Applicant has to deposit Allotment Money within 60 days from the date of issue of allotment letter.

In case the due Allotment Money as mentioned above is not deposited within the stipulated/extended period, the allotment of plot shall be cancelled without giving any opportunity in this regard and Registration Money deposited shall be forfeited.

### **(H) Payment Schedule**

**Option 1:** Applicant/Allottee has option to make full and final payment of the total premium of the plot within 60 days from the date of issue of Allotment Letter. In such case, 2% rebate will be given on the total premium of the plot.

**Option 2:** Applicant/Allottee has option to pay 30% of the total premium of the plot (including Earnest Money / Registration Money) within 60 days from the date of issue of Allotment letter. Balance amount 70% of the total premium of the plot has to be paid in 5 years in 10 half-yearly equal installments along with interest. The rate of interest on installments shall be as per the prevailing interest rates of GIDA, from time to time (10% p.a. as on date till 30-05-2024). This rate will change as per interest rate revision by GIDA. In case of default a penal interest @ 3% will have to be paid additionally by allottee.

**(I) Other conditions :**

- i. The allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, Sahjanwa) for execution of the Lease Deed as per govt. rules.
- ii. The allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
- iii. After depositing the installment/dues with the designated scheduled bank/ payment gateway/online system, the allottee shall intimate the same to GIDA through a written intimation along with the details of amount deposited.
- iv. In case of default in timely payment of dues, a penal interest @ 3% extra will be payable or as per then prevailing policy of GIDA.
- v. In case of default in three consecutive installments, allotment/lease shall be cancelled by the Authority. However, in exceptional circumstances an extension of time for payment of installment may be granted by the CEO for which allottee/Lessee shall have to pay the penal interest as mentioned above.
- vi. The payment made by the allottee/Lessee will be adjusted in following order- Firstly towards the penal interest; secondly towards interest due; thirdly towards the Lease Rent payable; then towards premium due.
- vii. The allottee/Lessee shall not claim/entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and allottee/Lessee shall have to pay due installment along with interest on due date.
- viii. In case of allotment of additional land, the payment of the premium of the additional land shall be payable in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of GIDA on the rate as applicable on the date of allotment of additional land. The rate calculated by GIDA will be final and binding on the allottee.
- ix. In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government or by way of any settlement, the Allottee/Lessee shall be bound to pay such additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

Interest rate from time to time shall be decided by GIDA and would be payable by allottees, as per policy.

## **2 : SPECIAL CONDITIONS**

### **(A) Implementation & Extension**

Development Norms shall be as per the prevailing Building Regulations/Byelaws of GIDA on the last day of Proposal submission. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as existing on the last date of Proposal Submission of GIDA shall prevail. It is made clear that in case there is any upward revision of FAR/GC/Set Backs in the building byelaws/regulations after the allotment is made then the same shall not be available to the Allottee/Lessee except, inter-alia on payment of charges, if at all under the prevailing policy of Authority.

The Allottee will commence the construction after executing the lease deed & taking over physical possession of the plot as per duly approved building plan and inform in writing to GIDA about timely completion of the approved project.

It will be essential for the allottee to complete the construction and make the unit functional/completion within the given time, as per allotment letter from the date of allotment.

Permissible Ground coverage, Floor Area Ratio and Height of Institutional Buildings shall be as per prevailing Building Bye Laws of GIDA.

### **Permissible Norms**

All the infrastructural services within the plot area only shall have to be provided by the allottee.

All clearances/approvals must be obtained by the allottee from the respective competent statutory authorities prior to the commencement of the construction work.

Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).

The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.

All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of GIDA and the amendments made there in from time to time.

### **(B) Extension for Completion & Functional :**

Extension for Completion and Functional will be considered, as per then prevailing policy of GIDA.

### **(C) List of activities permissible on the plot**

The list of activities permissible shall be activities as permitted in the zonal regulations and Master Plan 2022 of GIDA, subject to the condition that the activities considered to be a public nuisance/ hazardous shall not be carried out.

### **(D) Development Norms:**

The Allottee can do development work as per the prevailing Building Regulations/Byelaws of the Authority.

### **3 : SUB DIVISION & AMALGAMATION OF PLOTS**

Sub Division & Amalgamation of Institutional plots will be considered, as per then prevailing policy of GIDA.

### **4 : SUB LETTING OF INSTITUTIONAL PLOTS**

Sub Letting of Institutional plots will be considered, as per then prevailing policy of GIDA.

### **5 : GUIDELINES FOR CANCELLATION**

#### **(A) CANCELLATION**

Plots are leased with the specific purpose of establishment of institutional activity covering a minimum area as per rules. There are other conditions, as elaborated in the lease deed which also, the lessee has to abide with. Lease can be terminated on making default of payment or unutilization or on violation of any condition of allotment/lease deed by allottee or lessee. The C.E.O/Authorized officer of the GIDA are authorized to cancel the allotment of plots in cases where the allottee/lessee has made defaults in payment of GIDA dues or has not utilized the plot as per the terms of allotment letter/lease deed.

#### **(B) GROUNDS FOR CANCELLATION**

Cancellation can be made on three grounds namely non-payment of dues, non-utilization and breach of other conditions of allotment/lease.

##### **i CANCELLATION ON NON-PAYMENT**

In case of default of payment of installment and interest, recovery of dues and/or cancellation proceedings shall be initiated.

##### **ii CANCELLATION ON THE GROUNDS OF NON-UTILISATION**

If effective steps for utilization of the plots are not taken and/or the plot is not utilized for the purpose for which it was allotted, within prescribed time limit as stipulated, legal notice for cancellation of allotment termination of lease deed shall be issued :

- a. If effective steps for construction of building are not taken within the period stipulated in the lease deed.
- b. If the project has not been established and put under operation within the period stipulated in the lease deed.

In all the above cases, 30 days legal notice for utilization shall be issued to the allottee if not mentioned otherwise in lease deed except in the cases where the lease deed stands transferred to financial Institutions where 60 days notice shall be required to be issued to the concerned financial Institution and the lessee. In case the allottee requests for additional time in reply to notice or on his own and the GIDA is satisfied with the reasons for default and new proposed time- bound programme, time for utilization can be extended in steps of 1 year. The lessee has to bear time extension fee as applicable. It will extended maximum upto 05 years from date of allotment.

##### **iii. CANCELLATION ON BREACH OF OTHER CONDITIONS OF ALLOTMENT LETTER/LEASEDEED**

If the allottee has committed breach of any other conditions of allotment letter/lease deed action for cancellation with prior service of notice as per the terms of Lease Deed shall be taken by Authorized officer, All notices/cancellation letter etc. should be sent to the last known address (es) of the allottee. However, cancellation shall be made only after approval-of- the C.E.O/Authorized officer.

**NOTE:**

While initiating the process of cancellation in cases where permission for mortgage in favour of Financial Institution/Bank has been granted by the GIDA, it should be ensured that notice as per terms of lease deed to allottee/lessee as well as. Financial Institution/Bank has been properly served. If need personal discussion with Financial Institution/Bank may also be made. ,

**(C) SERVICE OF NOTICE**

As per provisions applicable in civil procedure code.

**(D) FORFEITURE IN CASE OF SURRENDER/CANCELLATION OF ALLOTMENT**

**(a) ON SURRENDER**

In the event of surrender of allotment, the following amounts shall stand forfeited to GIDA.

- (i) Interest from the date of allotment upto the date of surrender of allotment on the total balance premium from time to time as applicable.
- (ii) Use and-occupation charges/lease rent/time extension fee/ maintenance charges any other fee/ charges from the date of allotment till the date of surrender.

The balance amount, if any, out of the deposits made by allottee till the date of surrender after deducting the amounts to be forfeited as above shall be refunded.

**(b) ON CANCELLATION**

- (i) In the event of cancellation of allotment due to non-payment of reservation money, earnest money amount shall be forfeited irrespective of the amount deposited before allotment whether under any Advance Registration Scheme or otherwise.
- (ii) For the remaining types of cancellation of allotment following amount shall be forfeited in favour of the GIDA :-
  - a. Interest at the rate prescribed in the allotment letter from the date of allotment on the total unpaid premium from time to time till the date of cancellation of allotment.
  - b. Use and occupation charges/lease rent/time extension fee/maintenance charges any other fee/charges from the date of allotment till the date of cancellation, and.
  - c. In case of constructed shops/sheds allotted by GIDA 10% of the cost of shed towards depreciation.

The balance amount, if any, out of deposits made by allottee till then after deducting the amount to be forfeited as above shall be refundable.

**Note-**

1. In case the allotment is surrendered/cancelled before deposit of reservation money, earnest money and processing fee both shall be forfeited
2. In case of cancellation where re-entry has been made, possession has been taken back and the plot has been declared vacant for allotment recovery of outstanding dues in respect of the plot under question shall not be enforced.

**6 : TRANSFER/ RECONSTITUTION OF INSTITUTIONAL PLOTS**

**A – TRANSFER**

No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GIDA.

Thereafter, Transfer of plot may be allowed by the GIDA as per the prevailing policy of the Authority, if at all, at the time of submission of transfer request letter by the Allottee and after the following:

- i) payment of prescribed fees/charges,
- ii) clearance of all up to date dues, and
- iii) overdue installment towards premium of land.

Transfer levy shall be levied as per prevailing policy of GIDA.

The Allottee / Lessee expressly agrees that in the event any application for transfer is made and the Lessor grants permission therefor, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.

Transfer of Built-up spaces (**Sub-lease**) - as per prevailing policy of GIDA.

**B - Transfer of Institutional Building/Part of the Building** - as per prevailing policy of GIDA.

## **C - RECONSTITUTION**

Reconstitution of Allottee will be considered, as per then prevailing policy of GIDA.

### **7 Restoration of Institutional Plots**

Rate of restoration levy for institutional plot shall be as per prevailing policy of GIDA.

### **8 Role of GIDA as per IBC 2016**

- 8.1 Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, GIDA will be treated a Secure Financial Creditor and this lease deed shall be a Financial / Capital Lease Deed.
- 8.2 Under the circumstances, where the Lessee/Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, Lessor will be treated as Secure Financial Creditor and the dues (including penalties) of the Lessee/Allottee shall be recovered through this procedure, treating Lessor/GIDA as a Secure Financial Creditor.
- 8.3 All amounts that are payable by the Lessee/Allottee to the Lessor/GIDA under this Deed, whether towards the outstanding premium or lease rent or any other account whatsoever shall constitute a financial debt within the meaning of the IBC, 2016 AND the same shall constitute a charge on the leased property within the meaning of T.P. Act and / or IBC, 2016.
- 8.4 The Lessee/Allottee expressly agrees that till such time all dues payable to the Lessor/GIDA under these presents, whether on account of unpaid premium or lease rent or any other account are duly paid and so acknowledged by the Lessor/GIDA, the leased premises shall remain a valuable security in the hands of the Lessor/GIDA so as to secure due payment under Lease Deed. The premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016. The Lessee/Allottee agrees that possession of lease land is given, which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the Lessee/Allottee from its allottees shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.
- 8.5 The Lessor/GIDA shall always have first charge over the leased premise in contrast to every financial institution or Bank from whom the Lessee/Allottee may borrow funds for completion of the project on the leased premise or any allottee of the Lessee/Allottee.
- 8.6 The lessee shall be bound to disclose to buyers, prior to confirmation of allotment of any unit/flat/Built-up space to be constructed or already constructed, about the outstanding towards the Lessor/GIDA and that such outstanding constitute a priority compared to the allottees in the construction or to be constructed flat/ built-up space.

### **9. Maintenance**

- I. The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.

- II. The Allottee/Lessee/Sub-Lessee(s) 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. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee and Sub-Lessee(s) 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.
- III. No objection on the amount spent on maintenance of the buildings and the common services, will be entertained by the Lessor and the decision of Lessor in this regard shall be final and binding on the Lessee or its Allottees / Sub-lessee(s).
- IV. The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of Gorakhpur industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976, RERA Act and UP apartments Act 2010 and Rules made therein, and any other Act and Rules, from time to time.
- V. In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

## 10. Permission to Mortgage

- I. Permission to mortgage may be allowed by the Lessor as per its prevailing policy as on the date of submission of such permission by the Lessee and after payment of prescribed fees / charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/ GIDA on the date permission is granted.
- II. In the event any Permission to mortgage is issued by the lessor, then Lessor shall always hold the first charge and will remain Secured Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016 in contrast of the Bank / Financial Institution or Allottee.
- III. The Lessee/Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot. 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 by the Authority without any payment.
- IV. The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- V. If the Lessee/Sub-Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by Lessor/GIDA in this regard.

## 11. Indemnity

- I. 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 Lessee. The Lessee shall execute an indemnity bond, indemnifying the Lessor/Authority and its officers and employees against all disputes arising out of :-
  - II. The non-completion of work
  - III. The quality and validity of development, construction, operations and maintenance
  - IV. Any dispute or claim whatsoever arising out of any accident during construction or during maintenance or working / functioning or inhabitation of the constructed building to any guest or sub-lessee.

- V. Any dispute or claim arising out of any allegation of infringement of any Intellectual Property Rights etc. in the designing etc. of the building to be constructed by the lessee.
- VI. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser

## **12. Liability to Pay Taxes**

- i The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

## **13. Overriding Power over Dormant Properties**

- i Lessor/GIDA reserves the right to all mines, minerals, coals, washing gold, earth oils, 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 plot(s) or for the structure time being standing thereon, provided that, the Lessor shall make reasonable compensation to the Allottee /Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of GIDA on the amount of such compensation will be final and binding on the applicant.

## **14. Consequences of misrepresentation**

- i If the allotment / lease have been found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Applicant/ Bidder/ Lessee/Allottee/ Lessee/ Sub-Lessees, 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 Bidder/Applicant/ Lessee/Allottee/ Lessee/ Sub-Lessees shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

- 15.** CEO GIDA is authorized to effect any change in the above scheme, which shall be final and binding.

## गीडा संस्थागत योजना के नियम एवं शर्तें

1. संस्थागत भूखण्डों का आवंटन ई-ऑक्शन पोर्टल में नीलामी के माध्यम से अधिकतम बोली लगाने वाले के पक्ष में किया जायेगा।
2. आवेदक को ऑन-लाईन आवेदन फार्म भरने के समय आधार कार्ड, पैन कार्ड, बैंक पासबुक की प्रति, फोटो, विस्तृत प्रोजेक्ट रिपोर्ट लगाना अनिवार्य है।
3. आवेदक को गीडा के आवेदन फार्म में दिये गये आवंटन संबंधी समस्त नियमों व उप नियमों व शर्तों को स्वीकार किया जाना अनिवार्य होगा। उक्त नियम व शर्तों को स्वीकार किये बिना आवेदक नीलामी में भाग नहीं ले सकता है।
4. संस्थागत भूखण्ड के नीलामी में भाग लेने हेतु प्रोसेसिंग शुल्क न्यूनतम ₹0 2000.00 एवं रूपये 1.00 प्रति वर्ग मीटर के अनुसार अधिकतम ₹0 10,000.00 + जी0एस0टी0 अनिवार्य रूप से देय होगा।
5. किसी भूखण्ड के सापेक्ष सिंगल बिड प्राप्त होने पर बिड स्वीकार नहीं की जायेगी। भूखण्ड की पुनः नीलामी की जायेगी एवं यदि 02 बार पुनः नीलामी (कुल 03 नीलामी) में भी सिंगल बिड ही प्राप्त होती है, तो उक्त दशा में सिंगल बिड दाता के पक्ष में भूखण्ड आवंटित कर दिया जायेगा।
6. संस्थागत भूखण्डों के नीलामी में भाग लेने वाले आवेदक द्वारा न्यूनतम ₹. 500.00 प्रति वर्गमीटर की दर से भूखण्ड के सापेक्ष अपनी प्रस्तावित बोली में वृद्धि की जायेगी।
7. भूखण्ड के आरक्षित मूल्य का 10 प्रतिशत धनराशि (आरक्षण धनराशि) आवेदक को नीलामी में भाग लेने से पूर्व ऑनलाईन पेमेंट गेट-वे के माध्यम से पोर्टल पर भुगतान करना होगा। उक्त के पश्चात ही आवेदनकर्ता नीलामी में भाग ले सकेगा।
8. 30 मीटर या इससे चौड़े मार्ग पर स्थित भूखण्डों के बिड मूल्य का 5 प्रतिशत धनराशि अतिरिक्त देय होगी।
9. यदि भूखण्ड दो या दो से अधिक सम्पर्क मार्गों पर स्थित है, तो भूखण्ड के बिड मूल्य का 10 प्रतिशत अतिरिक्त धनराशि देय होगा।
10. यदि भूखण्ड 30 मीटर या इससे चौड़े मार्ग पर एवं दो या दो से अधिक सम्पर्क मार्गों पर स्थित है, तो भूखण्ड के बिड मूल्य का 15 प्रतिशत धनराशि अतिरिक्त देय होगी।
11. भूखण्ड आवंटन के पश्चात आवेदक द्वारा बिड में अंकित की गयी भूमि दर के अनुसार भूखण्ड के कुल मूल्य का 30 प्रतिशत धनराशि (आवंटन धनराशि) आवंटन पत्र निर्गत होने के दिनांक से 60 दिन के अन्दर गीडा के खाते में ऑनलाईन पेमेन्ट के माध्यम से जमा कराना होगा अन्यथा की स्थिति में भूखण्ड स्वतः निरस्त हो जायेगा।
12. यदि किसी अपरिहार्य कारणों से आवेदक द्वारा आवंटन धनराशि निर्धारित समयावधि में जमा नहीं की जा सकी है, तो उक्त दशा में मुख्य कार्यपालक अधिकारी को प्रश्नगत प्रकरण से संतुष्ट होने की दशा में 30 दिन का अतिरिक्त समय आवंटन की तिथि से ब्याज सहित प्रदान किये जाने का अधिकार सुरक्षित है बशर्ते भूखण्ड के सेक्टर की भूमि दर में कोई परिवर्तन न हुआ हो।
13. आवंटन धनराशि जमा करने के पश्चात अवशेष 70 प्रतिशत प्रीमियम नियमानुसार देय ब्याज के साथ 10 छमाही किश्तों में देय होगा। छमाही किश्त प्रत्येक वर्ष 01 जनवरी एवं 01 जुलाई को देय होगी, देय किश्त का निर्धारित तिथि को भुगतान न किये जाने की दशा में नियमानुसार दण्ड ब्याज भी देय होगा।

14. यदि आवंटी भूखण्ड का आवंटन पत्र निर्गत होने की तिथि से 60 दिनों में आवंटित भूखण्ड के सापेक्ष देय धनराशि का पूर्ण भुगतान कर देता है, तो उक्त दशा में 2 प्रतिशत की छूट भूखण्ड के कुल प्रीमियम में अनुमन्य होगी।
15. भूखण्ड आवंटन होने के पश्चात निर्धारित समयावधि में आवंटन धनराशि जमा न करने की दशा में आवेदक द्वारा आवेदन के साथ जमा की गई रजिस्ट्रेशन धनराशि गीडा द्वारा जब्त कर ली जायेगी।
16. भूखण्ड आवंटन का पत्र निर्गत होने की तिथि से 03 माह में आवंटी को भूखण्ड की लीज-डीड निष्पादित कर भूखण्ड का कब्जा प्राप्त करना होगा। लीज-डीड निष्पादन में होने वाली समस्त व्यय का भुगतान करने का उत्तरदायित्व आवंटी का होगा।
17. भूखण्ड पर आवंटन की तिथि से 02 वर्ष में जिस उपयोग हेतु भूखण्ड आवंटित किया गया है, उसको प्रारम्भ करने का उत्तरदायित्व आवंटी का होगा, अन्यथा की स्थिति में नियमानुसार समय विस्तारीकरण देय होगा।
18. सफल आवेदकों को जी0एस0टी0 नम्बर देना अनिवार्य है।
19. सूची में दर्शित क्षेत्रफल में कब्जे के समय वास्तविक माप के आधार पर परिवर्तन हो सकता है।
20. प्रश्नगत भूखण्डों पर सक्षम स्तर से यदि, कोई टैक्स निर्धारित किया जाता है तो उक्त आवंटी को देना अनिवार्य होगा।
21. सेट बैंक एवं एफ0ए0आर0 प्राधिकरण नियमानुसार प्रभावी होंगे।
22. विस्तृत नियम व शर्तें गीडा की वेबसाइट [www.gidagkp.in](http://www.gidagkp.in) पर देखी जा सकती है।

संस्थागत योजना के अन्तर्गत प्रकाशित भूखण्ड का विवरण :-

क्र०सं०	क्षेत्रफल	सेक्टर संख्या	भूखण्ड संख्या	आरक्षित मूल्य (रूपये प्रति वर्ग मीटर में)
1	24575.00	9	एएल-8	8667.00

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