



# **Institutional Plot Scheme - 2016**

## **(OPEN ENDED)**

**YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY**

**(A Govt. of U.P. Undertaking)**

**First Floor, Commercial Complex, P-2, Sector- Omega I,  
Greater Noida, Gautam Budh Nagar, Uttar Pradesh, PIN: 201308**

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## 1 Introduction

The scheme document is applicable for allotment of institutional plots in the areas identified by Yamuna Expressway Industrial Development Authority (herein referred as 'YEIDA' or 'Authority' or 'lessor').

This is an open ended scheme and whenever this scheme is being closed or revised, it shall be notified.

Applications are invited for allotment of Institutional plots to establish one or more following Institutes.

1. Nursery school (up to 1000 sq. m.)
2. Senior Secondary School
3. Degree college/PG College
4. Management institute/Technical Institute
5. Medical college with hospital
6. Vocational Institute
7. University
8. Hospital
9. Religious building/Center
10. Orphanage/Old age home

## 2 Application form

(To be submitted in duplicate<sup>1</sup>)

Form SI.No. \_\_\_\_\_

To

**The Chief Executive Officer,**  
**Yamuna Expressway Industrial Development Authority**  
First Floor, Commercial Complex, Block-P-2  
Sector-Omega-I, Greater Noida 201 308

Self-attested photograph of authorized signatory
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**Subject : Application for allotment of Institutional Plot**

Dear Sir / Madam,

We M/s \_\_\_\_\_  
through authorized signatory Sh/Smt/Ms. \_\_\_\_\_  
hereby submit out application form for allotment of institutional plot to establish \_\_\_\_\_  
hereby submit our application form for allotment of Institutional plot to establish  
\_\_\_\_\_ on an area of  
\_\_\_\_\_ Sq.mt.

We hereby agree to pay allotment money / Installments / lease rent etc. as per payment plan hereinafter mentioned in the special terms and conditions. Rates / premium of allotment and permissible activities are given in relevant paras of the Special Terms and Conditions.

We are enclosing herewith the following documents:

- a) Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for  
INR. \_\_\_\_\_ (in \_\_\_\_\_ words  
\_\_\_\_\_ )  
drawn on \_\_\_\_\_ towards the **registration money** (05% of total  
premium).
- b) Bank Draft No. \_\_\_\_\_ dt. \_\_\_\_\_ for INR 25000/- drawn on  
\_\_\_\_\_ towards **non-refundable / non-  
adjustable processing fee.**
- c) Certificate of authorization in favor of Shri/Smt./Ms.  
\_\_\_\_\_ S/o/D/o \_\_\_\_\_ who  
is signing as (status) \_\_\_\_\_ on behalf M/s  
\_\_\_\_\_ (name  
of the applicant Society /Trust/Company/Partnership firm) constituted/registered under  
\_\_\_\_\_

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<sup>1</sup> Original form will be duly filled and signed by the applicant and submitted along with a self-attested photocopy of the complete document.

\_\_\_\_ (please mention Act of Government of India / State Government)

- d) Project/proposal details alongwith schedule of project implementation for which this application is being submitted.
- e) This entire document, including all terms and conditions is enclosed herewith which will be duly signed by the authorised signatory upon submission as acceptance of the terms and conditions of the allotment of institutional land.
- f) The other statutory documents duly certified by C.A./Architect are enclosed -

<b>Sr. No</b>	<b>Description</b>	<b>Enclosed "Yes" not Enclosed "No"</b>	<b>Reference (page no.).</b>
1.	Project Report (duly signed by applicant and certified by CA)		
2.	Feasibility report of the proposed project to be signed by applicant and certified by CA.		
3.	Land required, depicting the land use pattern, construction plan & schedule of implementation to be signed by applicant and certified by Architect.		
4.	Three years projected cash flow, depicting sources of inflows for the project, to be signed by applicant and certified by CA		
5.	Three years (2013-14, 2014-15, 2015-16) Audited balance sheet to be signed by applicant and certified by CA		
6.	Financial statement of turnover of 2013-14, 2014-15 and 2015-16 to be signed by applicant and certified by CA (Annexure-1).		
7.	Financial statement of Net worth as on 31.3.2016 to be signed by applicant and certified by CA (Annexure-2).		
8.	Liquidity certificate from any nationalized / schedule Bank (Annexure-3).  Photocopy of listed company's shares / NSC / Bonds / FDR are also to be attached.  In case of loan from friends/relatives, documentary evidence of available funds of the friends/relatives subject to minimum of 25% promoters contribution		
9.	Photocopy of certificate of incorporation/ registration, memorandum & article of association of the company/rules & regulations of society/trust/or partnership deed (to be signed by applicant and certified by CA).		
10.	Affidavit of the applicant certifying that all the statements made in application/ annexures are true and correct (Annexure-4)		
11.	Copy of PAN No.		

g) **Refund Account Details** (For the purpose of refund or registration money of unsuccessful applicants)

Name of Bank Branch \_\_\_\_\_

Bank Account No. \_\_\_\_\_

IFSC Code: \_\_\_\_\_

Date \_\_\_\_\_

Address of Applicant \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E\_mail \_\_\_\_\_

Signature of Authorized signatory

Stamp of Applicant with name & designation

Signature duly attested by Bank Manager

## 3 Special terms and conditions

### 3.1 How to apply

3.1.1 The prescribed Application form and terms and conditions for allotment of plots of above categories can be obtained from the following Bank branches on the cash payment of Rs. 5500/-

- Axis Bank, Sector 18, Noida
- Bank of Baroda: Commercial Complex, Block P-2, Sector Omega-1, Greater Noida.
- HDFC Bank: G-28/29, Sector-18, Noida \* Alpha Commercial Belt, Greater Noida
- ICICI Bank: Commercial Complex, Block P-2, Sector Omega-1, Greater Noida • 9A Phelps Building, Connaught Place, New Delhi-110001.
- Indian Bank: Gamma Shopping Complex Jagat Farm, Greater Noida.
- Oriental Bank of Commerce: Gamma Shopping Complex, Jagat Farm, Greater Noida.
- Punjab National Bank: Mayur Vihar, Phase II, Pocket-B, Delhi-110091 \* JSS Academy Sector-62, Noida

3.1.2 The duly filled in application form must be submitted in any of the aforesaid bank branches along with proposal / project details and other statutory documents. A non-refundable & non-adjustable Processing Fee of Rs 25,000/- and adjustable/refundable Registration money (equivalent to 05% of total premium of the plot area) for which application is being submitted should be deposited in favour of Yamuna Expressway Industrial Development Authority. (The registration amount may be ascertained in person from Institutional Department of the Yamuna Expressway Industrial Development Authority.)

### 3.2 Eligibility

- a) Individual
- b) Proprietorship Firm
- c) Registered Partnership Firm
- d) Limited Liability Partnership Firm
- e) Registered Trust
- f) Registered Society
- g) Private Limited Company
- h) Public Limited Company
- i) Public Sector Undertaking
- j) Govt./ Semi Govt. undertaking/ Department
- k) Consortium of any of above entities.

### 3.3 Documents required for registration with Application Form

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

(A) Project Report including;

- (i) Feasibility Report of the proposed project



- (ii) Three years projected cash flow of the project depicting sources of inflow for the project
- (iii) Statement of sources of funds
- (iv) Land use pattern and construction plan and schedule of implementation certified by the architect.

- (B) Background of the applicant and its promoters.
- (C) List of Directors and Shareholders alongwith their shareholding or list of partners/trustees
- (D) Audited Financial Statements of last three years;
- (E) Registration Certificate and bye laws:

**i. In Case of Company**

- 1. Certificate of Incorporation issued by the Registrar of the Companies.
- 2. Memorandum of Association and Articles of Association.

**ii. In Case of Society**

- 1. Registration Certificate issued by the Registrar of Societies.
- 2. Memorandum of Association of Society.
- 3. Rules & Regulations of the Society.

**iii. In Case of Trust**

- 1. Registered Trust Deed.

**iv. In Case of Partnership Firm**

- 1. Form A and Form B issued by the Registrar of Firms.
- 2. Partnership Deed.

**v. In Case of Individual/ Proprietorship Firm**

- 1. Copy of PAN Card
- 2. Copy of Passport/ Voter Card
- 3. Copy of recent bank statement from any Nationalized Bank

**vi. In Case of Limited Liability Partnership Firm**

- 1. Certificate of incorporation in Form 16 issued by Ministry of Corporate Affairs
- 2. LLP Agreement

F. Following documents shall be required to be submitted with the application for establishing its **source of financing**:

- i. Photocopy of listed Company's Shares/NSCs/Bonds/FDRs.
  - ii. Liquidity certificate from any Nationalized Bank/ Scheduled Bank
  - iii. In case of loan from friends/relatives, liquidity certificate from any nationalized/Schedule Bank of such friends/relatives should be enclosed with supporting affidavit.
  - iv. In case of Loan from bank or any financial institution, letter from bank stating that they have in principal agreed to consider the project for financing.
- (G) Affidavit of the applicant certifying that all the statements made in application /annexures are true and correct.
  - (H) Net worth from Financial Statement, where Net worth shall be calculated as below:

i) In case of a **Company**:

**Net Worth** = Paid up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company) Net Worth statement certified by the statutory auditors/Chartered Accountant of the Company should be submitted.

ii) In case of a **Partnership firm/ LLP Firm**:

Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets, if any. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the firm should be submitted.

iii) In case of an **Individual**:

Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax returns with all its enclosures as submitted to Income Tax Authority, should be submitted.

iv) In case of a **Trust**:

Corpus fund and General Fund taken together shall be considered as Net Worth of the Trust. Net Worth Statement certified by the statutory auditors/ Chartered Accountants of the Trust should be submitted.

v) In case of a **Society**:

Corpus fund and General Fund taken together shall be considered as Net Worth of the Society. Net Worth Statement certified by the statutory auditors/ Chartered Accountants of the Society should be submitted.

vi) In case of a **New Company**:

Net Worth of promoters/ Directors shall be submitted.

**Note:** Applicant should have positive net-worth/surplus investable funds.

(I) Turnover from Financial Statement of last three financial years.

(J) Affidavit of the applicant certifying whether he is applying for the first time or he has applied earlier also and in that case give details of his earlier applications and the decision of Authority thereon.

(K) Any other information which the applicant desires to provide

### 3.4 Conditions of the Consortium

- I. Members of the consortium have to specify one lead member who alone shall be authorized to correspond with YEIDA. The shareholding of the lead member in the consortium shall remain at least 26% till the occupancy/ completion certificate of at least one phase of the project is obtained from YEIDA. Each member of the consortium with equity stake of at least 5% will be considered as the “relevant member”. The lead member of the consortium must necessarily be a firm/company registered in India with the appropriate statutory authority.
- II. The lead member and the relevant members should jointly qualify the minimum requirement of the net worth, turnover and experience. In case the Applicant is a consortium, then the qualification of the holding companies of the lead member and the relevant member or their subsidiary companies shall also be considered as the qualification of the Applicant.
- III. In case of a consortium, the member shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme, and in case the plot is allotted to them, 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 projects and its implementation. MOA should be submitted in original duly registered/notarized with appropriate authority.
- IV. The members shall submit a registered/notarized Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme, and in case the plot is allotted to them, to form Special Purpose Companies, here in after called SPCs, that will subsequently carryout all its responsibility as the Allottee. The registered MOA must specify the equity shareholding of each member of the consortium in the proposed SPCs.
- V. The SPCs must necessarily be Firms/Companies registered in India with appropriate statutory authority. The Allottee and in case of consortium, the lead member and/or the relevant member and/or SPCs incorporated by them, put together, will have to construct on their own a minimum of 30% of the total permissible FAR on the allotted area. In case of consortium, the responsibility of construction of this 30% of the total permissible FAR shall be clearly specified in the MOA submitted by the consortium along with bid document. The Allottee and the member of the consortium shall have the option to sub lease a maximum of 70% of land allotted to them as per the arrangements specified by them in the MOA.
- VI. Execution of more than one Lease Deed can be made by sub-dividing the plot in favour of lead member and/or the relevant members and/or Special Purpose Companies (SPCs) formed by them, which should be firms or incorporated companies registered in India. However, the area of each sub-divided plot proposed for execution of Lease Deed, as described above, should not be less than the area mentioned in the Data Sheet and the said sub-division should in accordance with the planning norms of YEIDA.
- VII. Subdivision shall be allowed with prior consent of the planning department of the Authority. However, development of physical infrastructure and common facilities in the entire undivided plot/project area shall be the responsibility of Lead member and/or SPC.
- VIII. Successful Applicants can change the name of the executing companies/body corporates within 60 days from the date of acceptance of the tender after taking prior permission from YEIDA.

- IX. The Lessee/sub-lessees will be allotted to transfer upto 100% of its shareholding subject to the condition that the “Lead member” (on the date shareholding in SPC till the occupancy/completion certificate at least one phase of the project is obtained from the YEIDA, the change in the name of shareholders does not amount to transfer of property of the company. The change in constitution deed regarding change in shareholders as a result of transfer of share in the companies is not mandatory to be registered under section 17 of registration act, 1908. In addition to this, no stamp duty of leviable on this CIC deed under clause 23 of schedule 1b of the stamp act, 1899. No transfer charges will be leviable on the transfer of shares in the companies and no prior approval of the YEIDA shall be required for transferring the shares. However, the relevant provisions of the Stamps Act and Companies Act at the time of transfer may be applicable.

### **3.5 Mode of Deposit of Registration Money and Processing Fee**

The registration money & processing fee as stated above shall be deposited through a bank draft/pay order at any scheduled bank of Delhi/New Delhi/Noida/Greater Noida payable in favour of “Yamuna Expressway Industrial Development Authority”

### **3.6 Allotment Process**

#### **i. Scrutiny of Applications**

The application along with the requisite documents will be scrutinized by a Screening Committee.

#### **ii. Interview Process**

After scrutiny of applications, the applicants will be called for one to one interactions with the Allotment Committee of YEIDA

Applicants will be informed by YEIDA, at least 3 (three) days prior to the scheduled date of their interview about the prescribed date, time and place of the interview, for examining the viability of the project of the applicant regarding technical & financial viability of the project and commitment of the promoter.

#### **iii. Reservation of Plot**

The reservation of plot is subject to the recommendation of Allotment Committee and approval of the CEO or Authorised Officer of the YEIDA after the interview of the applicants.

#### **iv. Deposit of reservation money**

Successful applicants shall have to deposit reservation money (10% of the premium after adjusting registration money already paid) within 30 days from the date of issue of reservation letter.

#### **v. Allocation of Plots**

After receiving reservation money Allocation Committee shall allocate the specific plot number.

#### **vi. Issue of Allotment Cum Allocation Letter**

The Allotment cum Allocation letter with specific plot no. shall be issued within 30 days from the date Allocation Committee allocates the plot.

#### **vii. Deposit of Allotment Money**

Applicant has to deposit 20% of the total premium, after adjusting registration and reservation money within 60 days from the issue of Allotment letter.

Applicant has option to pay full and final payment of the total premium of the plot within 60 days from the issue of allotment letter. In such case, 2% rebate will be given on the total premium of the plot.

The 60 days will include the date of issue of allotment letter and deposit of allotment money.

In case the due allotment money as mentioned above is not deposited within the stipulated period, the allotment of plot shall be cancelled without giving any opportunity in this regard and forfeiture of money would be affected, as per rules.

### **3.7 Grounds of rejection of application**

Incomplete Application shall be summarily rejected and no correspondence in this regard shall be entertained by the YEIDA.

### **3.8 Extension of time limit for deposit of allotment money /reservation money**

No extension regarding time period will be allowed for the deposit of allotment money/reservation money. In case of default in payment, the allotment letter will be cancelled and the registration money will be forfeited by the Authority.

However, under special circumstances, the CEO may grant an extra period for payment of allotment money along with the interest at the rate 15%p.a..

### **3.9 Payment schedule**

#### **1. Payment of Installment Money**

Applicant has to pay balance 80% outstanding premium in 12 (twelve) equal half yearly installments along with the rate of interest 12%p.a.

It shall be the responsibility of the allottee to deposit the due installment on time. If the last date of deposit is a bank holiday, then the applicant shall deposit the installment on the next working day and it shall be treated as last date of deposit.

In exceptional circumstances the time for deposit of amount due may be extended by the Chief Executive Officer or the Authorised Officer of the YEIDA or the Lessor or his/her authorized representative, at his/her discretion @ 15% p.a..

#### **2. Pre-payment of Installment Money**

Pre payment of premium outstanding is allowed subject to the approval of CEO or Authorised Officer of YEIDA.

#### **3. Intimation of Payment to the YEIDA**

After depositing the Installment due with the designated scheduled bank, the allottee shall be required to intimate the same to the YEIDA through a written intimation along with the copy of challan of amount deposited.

#### **4. Default in payment of installment money**

In case of default in making payment of installment money, the allottee/lessee would be required to pay additional interest at a rate 03%p.a. (Total 15% p.a.)for the defaulted period.

The defaulted amount will be compounded half yearly.

#### **5. Payment at Allottee's own risk**

Authority will accept each and every payment made by the allottee at his own risk and responsibility. In case the allottee violates any conditions of allotment, the rights of the Authority will not be affected in any way irrespective of accepting any payment made by allottee. No right shall accrue to the allottee, if the plot allotted/handed over to the allottee is cancelled, despite the fact that the allottee has made the entire or partial payment, against the allotment to the Authority.

#### **6. Adjustment of deposited payments**

The Payment made by the Allottee/lessee shall first be adjusted towards the interest due; if any, and lease rent payable and thereafter the balance shall be adjusted towards the installment due.

#### **7. Difference in the area of Land allotted**

- i) The area of the plot allotted or handed over may vary from the size of the plot in allotment letter/ applied for. If area of the plot in the allotment letter issued and actual area handed over to the allottee / lessee is found to be more or less than the area intimated, a proportionate change in the amount of the premium would be made. The allottee has to accept the allotment, if the variation in the size of plot is up to 10% of the area applied for. No dispute/ objection by the lessee would be entertained on the ground of variation in the size of plot. Allottee/ lessee would have also no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 10% and allottee is unwilling to accept the enhanced or reduced area, the allottee would have the right to decline the allotment and the deposits made with the YEIDA would be refunded without interest, provided that the allottee applies for refund within 30 days from the date of issue of allotment letter or within 30 days from the date of giving possession of the plot, as the case may be.
- ii) With regard to the variation in the area of plot allotted the applicant shall deposit the amount equivalent to the extended percentage of the total premium at the current prevailing rate of allotment. In that case payment plan will be re-scheduled accordingly.

#### **8. Variation in the rate of acquisition**

In case of any increase in the acquisition cost/compensation/ex-gratia by the order of Court, by the Authority or by the State Government, the allottee will have to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

### **3.10 Execution of Lease Deed**

1. The Concerned Manager shall be required to issue a Check list for the execution of lease deed, to the allottee within 15 days from the date of receiving the lease plan from the concerned department.
2. The allottee is required to execute the lease deed and take the physical possession within 60 days from the date of issue of the checklist.
3. In case of failure to execute the lease deed & taking over of possession within the above-stipulated time period, the allotment may be cancelled and amount deposited with the YEIDA would be forfeited as per the rules prevailing at the time of cancellation.

However, in exceptional circumstances the CEO or Authorised Officer of the YEIDA may grant extension of time for execution of lease deed & taking over of possession. The extension, if granted, will be subject to the payment of penalty as per rules prevailing at the time of grant of extension. The penalty for grant of extension shall be equivalent to the annual lease rent on pro-rata basis, as per the following table:

<b>S. No</b>	<b>Delayed</b>	<b>Penalty</b>
<b>1</b>	For first Six Months	1.5 times of annual lease rent
<b>2</b>	06 months to 01 year	2 times of annual lease rent
<b>3</b>	1 yrs to 1.5 years	3 times of annual lease rent
<b>4</b>	1.5 to 2 years	4 times of annual lease rent
<b>4</b>	More than two years	Plot will be cancelled

or as may be decided by the CEO or Authorised Officer of the YEIDA from time to time. The facility of extension with penalty would be available only if the plot has not been cancelled.

#### **4. Documentation Charges**

The stamp duty, registration charges and all legal expenses involved in the execution and registration of lease deed as stated above and all other incidental expenses shall be borne by the allottee.

The rate of stamp duty shall be applicable as per the notification issued by the state government from time to time.

#### **5. Period of Lease**

The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of lease deed.

### **3.11 Lease Rent**

- (i) In addition to the premium of plot, annual lease rent at the rates of 2.5% would be payable in advance. The lease rent is payable from the due date for the execution of the lease deed or the date of possession, whichever is earlier.

The Authority has the power to enhance the annual lease rent on expiry of every 10 years from the date of execution of the lease deed and/or handing over of the possession whichever is earlier, by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement.

- (ii) **Consequences of default in payment of Lease Rent**

In case of default in payment of lease rent, interest at a rate of 15% per annum shall be charged on the defaulted amount for the defaulted period compounding half-yearly.

- (iii) **One time Lease Rent**

The allottee/lessee shall have the option to pay a lump sum amount equivalent to 11 times (27.5%) of the prevailing annual lease rent at the time of deposit of one time lease rent in lump sum. The lease rent policy as amended from time to time shall be binding on the allottee/lessee.

If the allottee opts for the payment of one time lease rent, the payments made towards annual lease rent earlier shall not be considered while computing the amount of one time lease rent. If the payments of due annual lease rent have not been made, they shall be paid first and shall not be considered in the computation of one time lease rent.

### **3.12 Location charges**

Location charges shall be payable by the allottee/lessee @ 5% of the total premium before execution of lease deed in lumpsum, in case the allotted plot is located on 45.00 m. or above size roads, provided that the allotment is of size 15 acres or less than that. No location charges shall be levied if the size of the allocated plot is more than 15 acre.

### **3.13 Possession of the plot**

- i) Possession of allotted plot will be handed over to the Lessee/Sub-lessee(s) after execution and registration of lease deed/sub lease deed(s).
- ii) Execution and registration of lease deed/sub lease deed(s) can be done only after a minimum payment of 20% of premium and one year lease rent, in advance.
- iii) For the purpose of payment of lease rent and other statutory or scheme compliance, possession shall be deemed from the due date of execution of lease deed.

### **3.14 Implementation**

- 1. **Norms of Development**

Norms for development shall be applicable as per building regulations of the YEIDA applicable at the time of allotment.

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

The Allottee/ Lessee/ Transferee will adhere to the following schedule of the construction of the building over the allotted plot:-

S.No.	Area of Plot (in sqr. Mtr.)	Minimum Percentage of total FAR to be constructed for the construction of first phase	Time limit for obtaining completion certificate of first phase of the project (from the date of lease/possession)	Time limit for obtaining completion certificate for full project (from the date of lease /possession)
1.	Up to 4000	50%	3 Years	5 Years
2.	4001-10000	40%	3 Years	5 Years
3.	10001-20000	35%	3 Years	6 Years
4.	20001-40000	35%	3 Years	6 Years
5.	40001-100000	30%	3 Years	7 Years
6.	100001 – 200000	25%	3 Years	8 Years
7.	200001 – 400000	20%	3 Years	9 Years
8.	Above 400000	15%	3 Years	10 Years

If **completion certificate for full project (from the date of lease /possession)** is not taken by the allottee as per the table above, then time extension charges shall be payable by the allottee as decided by the CEO of YEIDA.

The Allottee shall be liable to complete the project as per above table and shall inform the Authority in writing in the prescribed format.

### 3. Completion Certificate of First Phase

- (i) The lessee shall complete minimum applicable FAR according to the building Regulation of the YEIDA and obtain completion certificate of the first phase of the project from the YEIDA within 36 months from the due date of execution of lease deed.  
Extension for completion of First Phase
- (ii) Normally no extension for completion would be granted. However, extension upto 36 months may be granted by the CEO or the Authorised Officer of the YEIDA on payment of extension charges @ 4 % per annum of the total premium of the plot on pro rata basis or any other rate, as may be decided by the CEO or the Authorised Officer of the YEIDA, from time to time.

However, in exceptional circumstances, further extension may be granted as follows:

- a) for a further period of 24 months may be granted by the CEO or the Authorised Officer of the YEIDA on payment of extension charges @6% per annum of the total premium of the plot on pro rata basis or any other rate, as may be decided by the CEO or the Authorised Officer of the YEIDA, from time to time.



- b) for a further period of 12 months may be granted by the CEO or the Authorised Officer of the YEIDA on payment of extension charges @ 8% per annum of the total premium of the plot on pro rata basis or any other rate, as may be decided by the CEO or the Authorised Officer of the YEIDA, from time to time.

The time period shall be calculated on prorata basis.

In case of non- adherence to the aforementioned schedule for obtaining Completion Certificate from the YEIDA, the plot shall be cancelled and/or lease shall be determined. On such cancellation/determination, 20% of the premium or any other rate, as may be decided by the CEO or the Authorised Officer of the YEIDA from time to time, will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.

4. Permissible activity on plot: Permissible activity on plot shall be as per the master plan and other regulations of the YEIDA.

5. Functional Certificate

- (A) It will be essential to obtain functional certificate from the YEIDA within 6 months from the issue of completion certificate. Following documents are required to be submitted to obtain functional certificate-

- (i) Building Completion Certificate
- (ii) No dues certificate
- (iii) Proof of any government/semi government/Education Board/University declaring the Institute is affiliated/ functional (for Institutional Plots)
- (iv) In case of senior secondary/primary school affidavit mentioning that affiliation certificate from the concerned Board/Basic Education Office will be submitted within two year.
- (v) In case of non-affiliating institutions a proof of running classes is to be submitted.
- (vi) Any two Utility Bill (i.e. electricity bill of permanent connection or documents for installation of permanent connection/telephone bill/water charges bill)
- (vii) Copy of bills for furniture/books /equipment /Plant & Machinery/ Lab as per project report submitted
- (viii) Lease Deed/ Transfer Deed/ Sale Deed as applicable has been executed and registered and its certified copy duly submitted in the relevant Authority's Office.
- (ix) CEO or its authorized officer may ask for any other document for satisfaction that the institute is functional.

- (B) The date of issue of functional certificate will be the date of submission of application for issue of functional certificate along with documents as mentioned point no.5A(i) and 5A(ix) above.

- (C) In case of non- adherence to the aforementioned schedule for obtaining Functional Certificate from the YEIDA, the plot shall be cancelled and/or lease shall be determined. On such cancellation/determination, 20% of the premium or any other rate, as may be decided by the CEO or the Authorised Officer of the YEIDA from time to time, will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.

However, in exceptional circumstances, an extension may be allowed by the lessor/ the YEIDA on payment of such charges and subject to such terms and conditions, as deemed fit by the lessor.

(D) Penalty for not obtaining Functional Certificate

In case of failure to obtain functional certificate within 6 months from the date of issue of Completion Certificate, the allottee would be required to pay penalty @ 4% of the total premium per year on pro rata basis or any other rate, as may be decided by the CEO or any officer as may be so authorized by the CEO of the YEIDA from time to time, calculated on monthly pro-rata basis.

### 3.15 Change in the name of applicant

Application made once in the name of Applicant shall not be changed, thus any Change in the name of the applicant will not be allowed under any circumstances. However, the Company and Firm applicants may change their name as allowed to them as per the provisions of the Companies Act and Partnership Act respectively.

### 3.16 Change of category/project

The change in category/project shall be within the permissible categories /projects as may be specified by the YEIDA from time to time.

The request for change of category/project can be considered by CEO of the YEIDA on the recommendation of plot allotment committee subject to the following conditions:

- i. The allottee is not a defaulter and must have deposited the allotment money alongwith interest, if any.
- ii. Difference of allotment cost at the time of conversion between existing use/activity and proposed use/activity plus conversion charges (10% of premium at the prevailing rates of the converted plot) and location benefit charges shall be levied by Authority as applicable. The date of issue of conversion letter would be deemed as date of allotment for all practical purposes i.e. for execution of lease deed, possession, interest on balance amount, etc.
- iii. The entire deposit made against the allotted plot would be adjusted.

The terms and conditions shall not change if there is a change in the project/category.

### 3.17 Rate of allotment

- 1- For land for establishment of Senior Secondary School, Management/Technical Institute/Degree/Pg/professional(MBA/Engg, etc) college, University, Vocational Institute, slab rate would be charged as follows:

S.No.	Category	Rates (Per sq.m.)
1	Upto 4000 Sq.m.	Rs.7560.00
2	Addition to 4000 sq.m. to 8000 sq.m.	Rs.6825.00
3	Addition to 8000 sq.m. to 20000 sq.m.	Rs.6090.00
4	Addition to 20000 sq.m. to 40000 sq.m.	Rs.5355.00
5	Addition to 40000 sq.m. to 80000 sq.m	Rs.4620.00
6	Above 80000 sq. m.	Rs.3990.00

- 2- **The permissible playground area**

The permissible playground area would be 15 % of the allotted area.

The allotment rate of permissible playground area would be 50% of the above rate per sq.m.

The permissible FAR and Ground Coverage would be 10% and 5% respectively.

- 3- Rates of Allotment of land for establishment of Nursery school /Hospital/ Office/Religious building/Center, Orphanage/old age home/widow home, fixed rates would be charged as follows:

S. No.	Category	Rates (Per sq.m.)
1	Nursery school	Rs. 7560.00
2	Hospital	Rs. 9975.00
3.	Religious building /Orphanage/widow home/old age home	Rs. 4465.00
4.	Medical College with Hospital	Rs. 9975.00

- 4- Rates mentioned above are valid only till 30.09.2016.

### 3.18 Supporting facilities

Maximum 25% of permissible FAR may be allowed for support facility as given below as per the Master Plan.

S. no.	Category	Permissible uses	Support facility
1.	Orphanage	Reformatory and orphanage, hostel	Health centre/ dispensary, residence of caretaker and maintenance staff, personal service shop
2.	Nursery school	Creche and day care centre/play and nursery school	residence of caretaker and maintenance staff
3.	Old age home	Rooms/suites, dining facilities, canteen	Guest room, bank, retail shop, personal service shop, chemist, health centre/dispensary, nursing home, health club/gym, yoga/meditation center, dance/music/art center, religious center, bank extension counter, vending booth/kiosk
4.	Senior Secondary School	Senior Secondary School, canteen, swimming pool, auditorium, library, indoor games hall, hostel	Retail shop for books and stationary, Uniform, chemist, bank extension counter, vending booth/kiosk, Staff housing
5.	Vocational institute	Vocational training institute, canteen, swimming pool, auditorium, library, indoor games hall, hostel	Guest house, transit hostel, retail shops for books and stationary, chemist, fruits and vegetables, general store, personal service shop, repair shop, vending booth/kiosk, bank extension counter, staff housing
6.	Degree college /PG College/professional (MBA/Engg. Etc.)	Degree college/ PG College/ management/ technical institute, canteen, swimming pool, auditorium, library, indoor games hall, hostel	Guest house, transit hostel, retail shop for books and stationary, chemist, fruits and vegetables store, general store, personal service shop, repair shop, vending booth/kiosk, bank extension counter, staff housing.
7.	Medical college with	Hospital, medical college, swimming pool, library	Auditorium, indoor games hall, hostel, Guest house, canteen, retail shop for books and

S. no.	Category	Permissible uses	Support facility
	hospital		stationary, chemist, flowers, fruits and vegetables store, general store, personal service shop, repair shop, vending booth/kiosk, bank extension counter, staff housing, cultural and information centre, international conference centre, internet café, library, museum, planetarium, R&D centre, radio and television station, Gym/health club, guest house, transit hostel
8.	University	University, educational colleges, canteen, swimming pool, indoor games hall, convention center, exhibition hall	Auditorium, indoor games hall, hostel, Guest house, canteen, retail shop for books and stationary, chemist, flowers, fruits and vegetables store, general store, personal service shop, repair shop, vending booth/kiosk, bank extension counter, staff housing, cultural and information centre, international conference centre, internet café, library, museum, planetarium, R&D centre, radio and television station, Gym/health club, guest house, transit hostel
9.	Hospital	Hospital	Auditorium, bank extension counter, cultural and information centre, chemist shop, canteen, books/stationery/flower shop, indoor games hall, international conference centre, internet centre, library, museum, planetarium, R&D centre, radio and television center, general departmental store, personal service shop, office, staff housing, patient attendant accommodation, health club/gym, guest house, hostel, transit hostel, vending booth/kiosk.
10.	Religious building/center	Religious building/center, yoga and meditation hall, library, ashram, bathing ghat, gaushala, dargah	Residence for essential staff/priest, retail shop for flowers/offering, charitable dispensary, dining hall with kitchen.

Support facilities shall be provided as per the provisions of master plan.

## 4 General terms and conditions

### 4.1 Unsuccessful applicants

4.1.1 The registration money of unsuccessful applicants shall be returned to them without interest, if the period of deposit of such money with the YEIDA is less than one year. However, if the period of deposit is more than one year, simple interest @ 4%p.a. shall be paid for the entire period of deposit.

### 4.2 Surrender

The allottee can surrender the plot before cancellation to the lessor/CEO of the Authority-

- 4.2.1 Upto 15 days from the date of issuance of Allotment Letter, no deductions shall be made.
- 4.2.2 From 16 to 30 days from the date of issuance of Allotment Letter, 10% of registration money shall be deducted.
- 4.2.3 Beyond 30 days but before execution of lease deed 10% of the total premium or the amount deposited upto the date of surrender, whichever is the less, shall be forfeited. The balance if any shall be refunded without interest.
- 4.2.4 No surrender shall be entertained after the execution of lease deed.

**Note:** the date of surrender in above cases shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal certificate will be entertained.

The request for surrender should contain signatures of Allottee/Lessee along with:

- (i) In case of incorporated company / society/charitable society/trust the request should be supported by the Certified Copy of the Resolution of Board of Directors / Executives.
- (ii) In case of registered partnership firm or Limited Liability Partnership Firm letter of authorization by its partners.
- (iii) The Allottee has to execute surrender deed, if lease deed/transfer deed has been executed then all the original legal documents are to be surrendered unconditionally to the authority.
- (iv) The date of surrender in above case shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal certification will be entertained.

### **4.3 Change in Constitution**

Change in constitution may be allowed by the DCEO/ACEO or its authorized officer by the CEO of YEIDA on completion of required formalities as decided by the lessor from time to time in the following manner-

- i. The application for change in constitution from proprietorship to partnership, Pvt. Ltd., company, Public Ltd Co or vice versa shall come from the original lessee(s)/ allottee(s) transferor(s).
- ii. The application shall invariably be accompanied by the NOC from term lending institution in case the property is mortgaged,

#### **4.3.1. For Changes from Proprietorship To Partnership or partnership to Partnership**

- i) Certified copy of the Partnership Deed,
- ii) Form 'B' regarding registration of firm or any other document to this effect issued by the Registrar.
- iii) Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State.
- iv) Notarised affidavit stating the relationship of the incoming partners with the original allottee/Transferee, (In case exemption from payment of CIC charges is sought.

#### **4.3.2. For Changes Within Partnership**

- i) Dissolution deed, New Partnership deed, Retirement-cum-Partnership deed of the firm.
- ii) Form 'C' & revised Form 'A' issued by Registrar of firm or any other document to this effect issued by the Registrar of firms of respective State,

- iii) Notarised affidavit stating the relationship of the incoming partners with the original allottee/transferee. ( In case exemption from payment of CIC charges is sought.)

#### **4.3.3. For changes within Pvt. Ltd. company/ Public Ltd, company**

- i) Certified list of shareholder with share holding duly certified by Chartered Accountant
- ii) List of Directors duly certified by Chartered Accountant alongwith Form 31 duly received by R.O.C.
- iii) Board Resolution duly certified by the Chairman of meeting/CA.
- iv) Notarised affidavit stating the relationship of the incoming shareholder with the original allottee(s)/ Transferr(s). (In case exemption from payment of CIC charges is sought.)

#### **4.3.4. Change from Proprietorship /Partnership to Pvt./Public Ltd, company**

- i) Memorandum and Article of Association (certified copy).
  - ii) Certified copy of Certificate of Incorporation issued by Registrar of respective State.
  - iii) Certified list of Board of Directors and certified list of shareholders showing number of shares and their value alongwith their addresses duly certified by Chartered Accountant.
  - iv) Duly certified Resolution of Board of Directors regarding taking over the industrial property by the Company from Proprietor /Partners. Also the resolution in favour of person authorised by the Board of Director of the Company to correspond with the Authority.
  - v) Notarised affidavit duly sworn and attested regarding the relationship of the shareholders with the original allottee(s) (in case exemption from payment of CIC charges is sought).
  - vi) In case of Public Ltd. Co. Certified copy Commencement of Business certificate issued by Registrar of Companies is also to be submitted.
1. Charges for change in constitution are in proportion of shares transferred i.e.10% of the total premium prevailing at the time of granting permission. However, no charges are leviable in case incoming partner, or shareholder(s) are within blood relation i.e. father/mother, husband/wife, son/daughter and vice-versa of the original allottee(s)/ transferee(s). However, the original allottee(s) will maintain minimum of 25% shareholding in the company/firm for a minimum period of 3 years.
  2. No CIC charges are applicable for 100% transfer of shareholding within blood relation i.e. father/ mother/ husband/wife, son/daughter. And vice-versa of the original allottee(s)/transferee(s). However, processing fee of Rs. 1,000/- is payable alongwith request for the same.
  3. Change in constitution after execution of lease deed and taking over possession would be considered with respect to original allottee(s)/ transferee(s) only. It is mandatory for the original allottee(s)/transferee(s) to retain minimum of 25% shareholding, in that company/firm in whose favour the change in constitution is sought.
  4. If due to change in constitution, there is no change in legal entity of the lessee, fresh legal documentation would not be insisted upon. However, if the allottee/ transferee themselves needs fresh documentation, they may do so at their own level in case the property is acquired by way of transfer, and /or legal entity is changed by way of change in constitution, they would be required to execute the transfer deed. All expenses on account of legal documentation would be borne by the allottee(s)/ transferee(s).
  5. No CIC charges are levied if the CIC is in favour of Public Ltd. Co. then there would be a minimum requirement of shareholding with the original allottee(s)/ transferee(s) and any subsequent change in shareholding would be without charges.
  6. In case only name of incorporated company is changed and a certificate is issued in respect of the same by R.O.C. then no CIC charges will be leviable. However, supplementary deed may be executed and duly registered for this change in name.
  7. In case the allottee/ transferee is a incorporated company and subsequently a partnership firm r another incorporated company is formed with the original incorporated company as a

partner/ shareholder then the CIC charges would be applicable on the percentage of shareholding not held by original allottee(s)/ transferee(s), company. In case other partner(s) /shareholder(s) are the shareholders of the original company then no CIC charges would be leviable.

8. In case where 100% CIC charges are levied, such cases would be treated at par with transfer cases.
9. No CIC charges would be levied in case an original partner(s)/ shareholder(s) withdraws from the partnership firm/incorporated Company.

#### **4.4 Construction**

- 4.4.1 The Allottee/Lessee shall construct the building after getting proper approval of the building plans from the concerned department of the Authority.
- 4.4.2 The Allottee/Lessee shall commence construction within 6 months from the taking over physical possession of the plot and inform the Authority in writing.
- 4.4.3 The Lessee shall complete construction within prescribed time limit from the date of execution of lease deed.
- 4.4.4 The Lessee shall complete construction of buildings as per approved plans and obtain completion/occupancy certificate from the Authority for minimum area as prescribed in Building Regulations

#### **4.5 Maintenance**

- 4.5.1 The allottee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the YEIDA or from the competent Authority in this regard.
- 4.5.2 The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
  - a. At all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor.

- 4.5.3 That the lessee shall abide by all Regulations, Bye laws and Guidelines of the YEIDA framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and the rules made therein.
- 4.5.4 If the maintenance work of any area is not found satisfactory according to the YEIDA, then the required maintenance work will be carried out by the YEIDA and all the expenses in carrying out such work shall be borne by the allottee.
- 4.5.5 That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
- 4.5.6 The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.
- 4.5.7 In case of non-compliance of these terms and conditions, and any directions of the YEIDA, the YEIDA shall have the right to impose such penalty as the CEO or the Authorised Officer of the YEIDA may consider just and/or expedient.

#### **4.6 Mortgage**

- 4.6.1 The mortgage permission shall be granted 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. Provided the lease of the plot is neither cancelled nor any show cause notice has been issued to the lessee and have valid time period for construction as per terms of the lease deed/ sub – lease deed or have obtained valid extension of time for construction as the case may be and has cleared up to date dues of the plot premium and lease rent.
- 4.6.2 The Lessee/Sub-lessee(s) will submit the following documents:
- i) Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
  - ii) Clearance of up to date dues of the YEIDA.
- 4.6.3 YEIDA shall have the first charge on the plot towards payment of all outstanding dues.
- 4.6.4 Besides that in the event of sale or foreclosure of the mortgaged/charged property, the YEIDA shall be entitled to claim and may recover not more than 50% or as decided by the YEIDA, 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 YEIDA in respect of the market value of the said plot shall be final and binding on all the parties concerned.
- 4.6.5 The YEIDA shall have the 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.
- 4.6.6 Documents required for obtaining Mortgage Permission
- Application can be submitted at the concerned department along with the following documents:-
- i. No dues certificate issued by the concerned Accounts Officer.
- OR
- An undertaking by bank/institution for payment of the total due amount directly to the YEIDA.
- ii. A letter from bank/institution that the grant of loan is under consideration
  - iii. An affidavit about the unauthorized construction/use.



- iv. Processing fee as decided by the CEO or Authorized Officer of the concerned from time to time.
- v. A copy of the resolution passed by Board, in case of Company/Trust/Society etc.
- vi. In case of allottee being a Partnership Firm, all partners shall be required to sign the application for Mortgage, alternatively the signatory partner has to produce an Authority Letter/Power of Attorney to move such an application.
- vii. any other documents as required by the CEO or Authorized Officer of the YEIDA from time to time.

**Note:** All the clauses mentioned under sub-clause 4.5 – Mortgage, 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.

#### **4.7 Transfer of Plot**

- 4.7.1 Subject to the following conditions a lessee will be allowed to sell/ transfer a unit located on a plot allotted by the Authority to any other person who is eligible to apply as mentioned above.
- Transfer shall be permitted only after the unit has been declared functional by the YEIDA.
  - The cases, where cancellation has been effected or are in process of cancellation, are not eligible for transfer.
  - More than one property (ies) allotted as one allotment can also be transferred individually to different transferee(s).
- 4.7.2 Application for transfer shall be received on the prescribed Transfer Application Form available from the relevant department of the YEIDA, along with the transfer processing fee as per prevailing rate in YEIDA.
- 4.7.3 The Transfer Application form should be duly filled along with the NOC's from various departments i.e. Project division, No dues from the Accounts/ institutional department, last paid electricity bill (In case all original as well as subsequent legal documents are submitted, then NOC from Bank/ Financial Institution is not required).
- 4.7.4 Photograph & signature of Transferor(s)/ Transferee(s) must be attested by the Bank Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorizing the signatory for moving the transfer application should also be submitted with application.
- 4.7.5 Both transferor and transferee must be competent to contract on the date of transfer application.
- 4.7.6 The plot is transferred to a similar unit or purpose.
- 4.7.7 Transfer of partial area of plot shall not be considered.
- 4.7.8 Charges for Transfer
- i) Transfer charges are 5% of the prevailing premium amount at the time of transfer
  - ii) Transferor/and transferee should severally and/ or jointly satisfy themselves about the overdue/ dues position from the Institutional/Industrial Department of the YEIDA.
  - iii) Transfer charges once deposited will not be refunded/ adjusted even in case of transfer does not materialize due to dispute between the parties or withdrawal of transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transferor and the transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.

- 4.7.9 Once transfer is approved and the Transfer Memorandum is issued and transfer deed is executed, all the assets and/or liabilities against the Institutional unit would pass on to the transferee.
- 4.7.10 Lease rent will be charged @2.5% of the prevailing allotment premium with location charges, on the date of issue of transfer memorandum subject to enhancement as envisaged in Lease Deed/ Transfer Deed/ Transfer Memorandum.
- 4.7.11 In case of transfer of rights of a minor, even partial, orders of the District Judge are required regarding the protection of interest of the minor.
- 4.7.12 Transfer of Institutional Properties by allottee/ transferee directly or through registered GPA, to his/her parents, grandfather, grandmother, grand children, children, wife & vice versa would be allowed without charges, subject to payment of processing fee as decided by the CEO or Authorised Officer of the YEIDA, from time to time.
- 4.7.13 The transfer of Institutional property is an act between transferee(s) and transferor(s) and as such any liens, claims, damages, compensation, adverse court orders etc. arising thereof subsequently would be the sole liability of transferee(s) and the YEIDA would remain indemnified against the same.
- 4.7.14 The lessee/ transferee shall execute a Transfer deed, after paying the transfer charges, within 90 days from the date of issue of the Transfer Memorandum by the YEIDA and a certified copy of the same shall be submitted to the YEIDA after the registration of the same with the sub Registrar, of the YEIDA. The Transfer Memorandum shall be part of the transfer deed executed between the Transferor and the Transferee. In case of default, penalty shall be levied as decided by the CEO or Authorised Officer of the YEIDA, from time to time.
- 4.7.15 In case of transfer/ sale by financial institution under section-29 of State Financial Corporation Act/ by bank under SARFAESI Act, the application has to be moved by the financial institutions/bank along with all NOC's required in the transfer application form. In such case transfer charges at the rate of 10% of the sale value should be levied or as decided by the CEO or Authorised Officer of the YEIDA, from time to time.
- 4.7.16 Issue of Mutation Letter
- Application can be submitted by the Transferee at the concerned department along with the following documents:-
- i. A certified copy of the Transfer Deed duly executed by the Transferor.
  - ii. Copy of challan against payment of transfer charges in one of the Authorized bank shall be required.

#### **4.8 Misuse, Additions, Alterations, etc.**

- 4.8.1 The allottee / lessee shall not, use the plot for any purpose other than that for which it has been allotted / leased. The lessee / allottee shall not be entitled to divide the plot or amalgamate it with any other plot without the prior written permission of CEO or the Authorised Officer of the YEIDA. 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.
- 4.8.2 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.

- 4.8.3 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 the YEIDA in this regard.

#### **4.9 Indemnity**

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

#### **4.10 Liability to Pay Taxes**

- 4.10.1 The allottee / lessee will be liable to pay all rates, taxes, charges, user fee 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.

#### **4.11 Overriding Power over Dormant Properties**

- 4.11.1 The lessor 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 or the Authorised Officer of the YEIDA on the amount of such compensation will be final and binding on the applicant.

#### **4.12 Cancellation**

- 4.12.1 In addition to the other specific clauses relating to cancellation the Authority/ Lessor as the case may be shall be free to exercise its rights of cancellation of lease/allotment in the case of:
- a) Allotment being obtained through misrepresentations/ suppression of material facts.
  - b) Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
  - c) Default on the part of the applicant allottee/lessee for breach/violation of terms and conditions of registration allotment/lease and / or non-deposit of reservation money/allotment money/acceptance money/ installment money.

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

In the event of cancellation, under sub-clause (b) & (c) above, 20% of the total premium or the amount deposited upto the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

#### **4.13 Restoration**

4.13.1 The YEIDA can exercise cancellation of plots for breach of term and conditions of allotment /Lease deed / Transfer Deed. However, CEO or Authorised Officer of the YEIDA can restore the plots. The restoration will be subject to the following conditions:-

- i. The decision about the restoration of the plots will be taken by the CEO or Authorised Officer of the YEIDA within a period of 3 years after the date of cancellation. After expiry of 3 years all the restoration matters will be put up before the YEIDA.
- ii. The allottee would pay restoration charges at the rate of 10% of the total premium of the plot at current rate calculated at the time of restoration.
- iii. The allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.
- iv. The allottee has to pay time extension charges as per terms of allotment / lease.
- v. The allottee will submit project implementation schedule in the shape of affidavit. The maximum time allowed shall be one year for plot size up to 4000 sq. mtrs. and two years for plot size above 4000 sq. mtrs..
- vi. The allottee has to submit bank guarantee in the form of performance guarantee of Project Implementation Schedule given by him, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of performance guarantee will be 10% of the prevailing price of the plots.
- vii. If there is any court case pending before any court, it has to be withdrawn by the allottee. All legal expenses would be borne by the allottee.
- viii. In case allotment had been cancelled due to commercial activities the restoration of the plots shall only be considered on submission of affidavit undertaking for non carrying out the commercial activities in future and on inspection of the site about closing the commercial activities.
- ix. In case of restoration in prepossession cases, the allottee shall be required to get the unit functional as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

#### **4.14 Amalgamation**

4.14.1 Amalgamation of adjoining plots belonging to and same allottee/ lessee/ transferee and for the same project may be considered on the submission of documents as mentioned below or as decided by the YEIDA from time to time:-

- i. Layout plan and Site plan of the proposed plots to be amalgamated
- ii. Certified copy of the resolution of the Board of Directors in case of a Private Ltd. Co./Public Ltd Co./ Authority Letter in case of a Partnership Firm.
- iii. NOC from the financial institution, if the property is mortgaged.
- iv. Any other relevant document/ information.
- v. Submission of an undertaking/ Indemnity Bond from all the proposed allottees/ lessees/ transferees that they will jointly and severally inherit all the liabilities/ responsibilities arising out of default of terms and conditions of allotment/ lease on the part of any/ all of the allottees/ lessees/ transferees.

- vi. Submission of Memorandum of Understanding and Articles of Association from all the allottees/ lessees/ transferees applying for amalgamation.
- 4.14.2 After the permission for amalgamation is granted by the YEIDA, the amalgamated plot may be considered as a single plot for the purpose of ground coverage and FAR as per building bye laws and the allottees/ lessees/ transferees will be required to get the necessary maps approved from the building cell department of the YEIDA before starting any construction on the amalgamated plot. However, the other terms and conditions of the allotment and the lease deed will remain as that of the original terms and conditions of the allotment and the lease deed of each of the allottee/ lessee/ transferee.

#### **4.15 Other Clauses**

- i. That the lessor reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, building bye-laws as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the allottee / lessee.
- ii. If due to unavoidable circumstances the possession of plot is not handed over to the allottee, the full amount deposited by the allottee would be refunded alongwith the simple interest @ 4%per Annum.
- iii. If due to unavoidable circumstances, the authority could not allot the plot, the registration money deposited by applicant would be refunded. However, no interest on the deposits will be paid to the applicant.
- iv. If due to any "Force majeure" or such circumstances beyond the YEIDA's control, the YEIDA is unable to make allotment or the possession of the allotted plot, entire registration money or the deposit, depending on the stage of allotment will be refunded without any interest.
- v. In case of increase in the compensation/ex-gratia to farmers by the order of Court/Govt./authority or otherwise, the increased amount will be recovered from the allottee/Lessee of the Land.
- vi. In case of any dispute in the interpretation of any word or terms and conditions of the allotment / lease, the decision of the CEO of YEIDA shall be final and binding on the allottee / lessee and his / her / their successor.
- vii. The YEIDA 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.
- viii. That the lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, Regulations or directions as are made issued there under from time to time.
- ix. Any dispute between the lessor and lessee / sub-lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court Ad Judicature at Allahabad.
- x. The allotment will be accepted by the allottee on "As is where is Basis". The allottee is advised to visit the site before submission of application form/interview for allotment.
- xi. Provisions related to the fire safety environmental clearance, NGT directives shall be observed by the allottee. Necessary approvals shall be obtained from the Competent Authority by the allottee.
- xii. In case a link road comes anywhere in the plot area, it shall be managed by the allottee /lessee till an alternate arrangement is made by the YEIDA.
- xiii. All arrears due to the Lessor are recoverable as arrears of land revenue.

- xiv. The lessee/ sub lessee(s) shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
- xv. The YEIDA in larger public interest may have the authority to take back the possession of the land/ building by making payment at the prevailing rate after giving the allottee/lessee an opportunity of being heard, however, the decision of the CEO of the YEIDA shall be final and binding on the allottee/lessee.
- xvi. The allottee / lessee shall have to make sufficient provision of parking in the plot itself.

## 5 Annexures

### 5.1 Annexure 1

#### FINANCIAL STATEMENT OF TURNOVER

Name of Applicant/Consortium Lead Member & relevant members -----  
 -----  
 -----  
 -----

S.No.	Description	2013-14 (as per audited balance sheet)	2014-15 (as per audited balance sheet)	2015-16 <sup>2</sup> (as per audited balance sheet)
1.	Turnover of the Applicant/Consortium Lead Member & relevant members as per audited annual accounts.			

Signature of Authorised signatory

Stamp of applicant with name

And Status

#### Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s .....  
 ....., Chartered Accountants/Statutory Auditors, certify that the  
 above information is correct.

**Signature and Seal of Chartered**

**Accountants/Statutory Auditors**

**Membership No.**

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<sup>2</sup> In case audited statements of 2015-16 are not available, then provisional statements can be provided

## 5.2 Annexure 2

### FINANCIAL STATEMENT OF NET WORTH

S.No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2016 of the Applicant/Consortium Lead Member & relevant members as per audited annual accounts.		

Signature of Authorised signatory

Stamp of applicant with name

And Status

### Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s  
.....  
....., Chartered Accountants/Statutory Auditors, for the applicant  
having networthRs.....certify that the above information is correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No. \_\_\_\_\_



### 5.3 Annexure 3

#### LIQUIDITY CERTIFICATE

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

Name of Officer with designation

(with rubber stamp)

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

2.Liquidity Certificate should not be more than 6 months old from the date of submission of application.

#### 5.4 Annexure 4

##### FORMAT FOR AFFIDAVIT

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

**Ref.: Application of Institutional Plot in Yamuna expressway Industrial Development Area.**

1. I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexures & Formats, are true and correct and nothing has been concealed.
2. The undersigned also hereby certifies that neither our Company M/s \_\_\_\_\_  
\_\_\_\_\_ nor any of its director/constituent partners have been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the bidding / submitting Application for any project.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by YEA to verify this statement or regarding my (our) competence and general reputation.

Signature of Authorised signatory

Stamp of applicant with name

And Status/ designation