



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, Block – P-2, Sector-Omega-I,

Greater Noida – 201308

District – Gautam Budh Nagar (UP)

Ph: 0120-2395152 / 57, **Fax:** 0120-2395150,

Website: www.yamunaexpresswayauthority.com

BROCHURE CUM APPLICATION FORM FOR ALLOTMENT OF INDUSTRIAL PLOTS

(Upto 4000 SQ. MTRS & ABOVE 4000 SQM.)

FOR

NAEC MEMBERS

In

APPAREL CLUSTER, Sector-29

SCHEME CODE:- YEA/IND4000(2021)-09

Date of Opening	:	23.08.2021
Date of Closing	:	31.08.2021
Date of draw Upto 4000 sq. mtr.	:	15.09.2021

**{ Allotment based on objective criteria and
Through Project Presentation Above 4000 sq. mtr.
from 15.09.2021 }**

ALLOTMENT OF INDUSTRIAL PLOTS

(For Non Polluting Units)

Who is eligible to apply

APPAREL PARK:- The unit which deals in apparels may apply with Project Report for allotment of plots in this cluster. The applicant Firm/Company must be registered under GST and also shall be a member of Noida Apparel Export Cluster (NAEC), Noida. The GST return for the year 2019-20/2020-21 should be enclosed with the application form.

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Abbreviations:

CEO	Chief Executive Officer
CIC	Change in Constitution
FAR	Floor Area Ratio
FDR	Fixed Deposit Receipt
GC	General Conditions
GPA	General Power of Attorney
NGT	National Green Tribunal
NoC	No Objection Certificate
NSC	National Savings Certificate
ROC	Registrar of Companies
SARFAESI	Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest
SC	Special Conditions
SPC	Special Purpose Company
YEIDA	Yamuna Expressway Industrial Development Authority

Preface

The scheme document is applicable for allotment of Industrial plots having area up to 4000 sq mtrs. & above 4000 sq mtrs. in the Apparel Cluster located in Sector-29 of Yamuna Expressway Industrial Development Authority (herein referred to as 'YEIDA' or 'Authority' or 'Lessor').

Applications are invited for allotment of plots in APPAREL CLUSTER (Sector-29) to establish such Industrial units.

Data Sheet

S. No.	Head	Details									
1.	Date of opening of the scheme	Date 23.08.2021									
2.	Date of closure of the scheme/last date of submission of application form	Date 31.08.2021									
3.	Contact person, designation and contact details (address and phone nos.) in the Authority office	Mr. Alok Nath Assistant General Manager Industry Mob. No. 8448298733 Email Id- <i>queries@yamunaexpresswayauthority.com</i> & <i>industry@yamunaexpresswayauthority.com</i>									
4.	Allotment method for the scheme	Upto 4000 sqm. through draw of plots & Above 4000 sqm. through Project Presentation.									
5.	Availability of scheme brochure	Downloadable from the Authority's website www.yamunaexpresswayauthority.com									
6.	Eligible entities	<p>a) Proprietorship Firm b) Registered Partnership Firm c) Private Limited Company d) Public Limited Company</p> <p>Note:- 1. Consortium of any kind is not allowed. 2. Proposed company/ unregistered partnership is not allowed. 3. Limited Liability Partnership is not allowed. 4. Multiple applications on behalf of any firm/company is not allowed.</p>									
7.	Purchase cost of the scheme brochure	Free of cost.									
8.	Processing Fee	<p>Non-refundable/non-adjustable processing fee of INR 15,000/(Fifteen Thousand only) plus applicable GST (in case upto 4000 sqm.) and above 4000 sqm. Processing fee of INR 25,000/- plus applicable GST shall be deposited through online portal of YEIDA/RTGS/NEFT in the following bank:-</p> <table border="1"> <thead> <tr> <th>Name & Add. of the Bank</th> <th>Account No.</th> <th>IFSC No./Code</th> </tr> </thead> <tbody> <tr> <td colspan="3">a. For upto 4000 sq. mtr.</td> </tr> <tr> <td>A/c Name:- YEIDA YEA/IND 4000 (2021)-09 Scheme Add:- ICICI Bank, Shopping complex, Omega-I, Gr. Noida Gautam Budha Nagar.</td> <td>218305500501</td> <td>ICIC0002183</td> </tr> </tbody> </table>	Name & Add. of the Bank	Account No.	IFSC No./Code	a. For upto 4000 sq. mtr.			A/c Name:- YEIDA YEA/IND 4000 (2021)-09 Scheme Add:- ICICI Bank, Shopping complex, Omega-I, Gr. Noida Gautam Budha Nagar.	218305500501	ICIC0002183
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9.	Registration money for allotment of plot	<p>Adjustable/refundable amount equal to 10 percent of total Premium of the plot for which application is being submitted. The amount shall be deposited through online portal of YEIDA/RTGS/NEFT in the following bank:-</p> <table border="1"> <thead> <tr> <th>Name & Add. of the Bank</th> <th>Account No.</th> <th>IFSC No./Code</th> </tr> </thead> <tbody> <tr> <td colspan="3">a. For upto 4000 sq. mtr.</td> </tr> <tr> <td>A/c Name:- YEIDA YEA/IND 4000 (2021)-09 Scheme Add:- ICICI Bank, Shopping complex, Omega-I, Gr. Noida Gautam Budha Nagar.</td> <td>218305500501</td> <td>ICIC0002183</td> </tr> <tr> <td colspan="3">b. For Above 4000 sq. mtrs.</td> </tr> <tr> <td>A/c Name:- YEIDA YEA/IND 4000 (2021)-09 Scheme Add:- ICICI Bank, Shopping complex, Omega-I, Gr. Noida Gautam Budha Nagar.</td> <td>218305500501</td> <td>ICIC0002183</td> </tr> </tbody> </table>	Name & Add. of the Bank	Account No.	IFSC No./Code	a. For upto 4000 sq. mtr.			A/c Name:- YEIDA YEA/IND 4000 (2021)-09 Scheme Add:- ICICI Bank, Shopping complex, Omega-I, Gr. Noida Gautam Budha Nagar.	218305500501	ICIC0002183	b. For Above 4000 sq. mtrs.			A/c Name:- YEIDA YEA/IND 4000 (2021)-09 Scheme Add:- ICICI Bank, Shopping complex, Omega-I, Gr. Noida Gautam Budha Nagar.	218305500501	ICIC0002183
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10.	Allotment Money	<p>30 percent of total Premium/cost of the plot after adjusting registration money within 60 days of issuance of Allotment Letter without interest. Applicant would have an 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 a case, 2% rebate will be given on the total Premium of the plot. In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period/extended period, the allotment of plot shall be cancelled, and 10% money deposited as registration amount shall be forfeited.</p>															
11.	Payment of instalment for the allotted plot	<p>The payment of 70% premium shall be made in 10 (ten) equal half yearly installments along with interest at a rate of 8.50% per annum. The first such installments will come due first, after six month of the date of issue of the allotment letter. It is clear that in case of default in payment as per schedule, an additional penal interest @3% compounded half yearly with applicable GST shall be payable along with 8.50% +3% =11.50% p.a. on the defaulted amount and for the defaulted period. It shall be the responsibility of the allottee to deposit the due installment on due time. If the last date of deposit is a bank holiday, then the allottee shall deposit the installment on the next working day and it shall be treated as last date of deposit.</p>															
12.	Processing Fee for Mortgage permission	INR 5,000/- plus applicable GST.															

13.	Transfer charges	5% of the prevailing Premium amount of the plot along with the application of transfer of the plot plus applicable GST.																
14.	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.																
15.	Location charges	In case the allotted plot is located on 30 mtr. or more wide roads (upto 4000 sqm.) & 45 mtr. or more wide roads (Above 4000 sqm.) or corner plot or plots facing the green belts/parks, the location charges shall be payable by the allottee/lessee @5% of the total premium for each preferential location subject to a maximum of 15% of the total land rate with applicable GST before execution of the lease deed in lump sum.																
16.	Possession of the plot	<p>i) After execution and registration of Lease Deed by the office of Sub Registrar, Possession of allotted plot by YEIDA will be handed over to the Lessee.</p> <p>ii) Execution and registration of Lease Deed can be done only after a minimum payment of 30% of Premium and one year Lease Rent, in advance with applicable GST.</p> <p>iii) However Acquisition/Purchase of land is under process.</p> <p>iv) For the purpose of calculation of payment of Lease Rent and other statutory or scheme compliance, possession would be deemed to be handed over from the date of execution and registration of Lease Deed. In case the Lease Deed is executed within 60 days, the date of execution shall be deemed as the date of taking over possession and all above mentioned charges will be calculated from that date.</p>																
17.	Amalgamation or Sub division of plot	No Amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.																
18.	Norms of development	<p>i) Norms related to permissible FAR, Ground Coverage, setbacks and permissible height shall be as per the applicable building regulations of YEIDA.</p> <p>ii) Other norms for development/construction shall be as per the applicable Building Regulations of YEIDA.</p> <p>iii) No purchasable FAR shall be allowed.</p>																
19.	Permissible development activity	List of permissible industries are enclosed at Annexure-C																
20.	Rate of allotment	<p style="text-align: center;">Rate of industrial allotment shall be as below:-</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Rate of Industrial Allotment Year – 2021-22</th> </tr> <tr> <th style="text-align: center;">Size of Plot</th> <th style="text-align: center;">Rate (in Per Sqm)</th> </tr> </thead> <tbody> <tr> <td>Upto 4000 Sqm</td> <td style="text-align: center;">7,010/-</td> </tr> <tr> <td>Addition to 4000 to 8000 Sqm</td> <td style="text-align: center;">5,970/-</td> </tr> <tr> <td>Addition to 8000 to 20000 Sqm</td> <td style="text-align: center;">5,060/-</td> </tr> <tr> <td>Addition to 20000 to 40000 Sqm</td> <td style="text-align: center;">4,590/-</td> </tr> <tr> <td>Addition to 40000 to 80000 Sqm</td> <td style="text-align: center;">4,430/-</td> </tr> <tr> <td>Above 80000 Sqm</td> <td style="text-align: center;">4,260/-</td> </tr> </tbody> </table> <p>Note:- the allotment shall be made at the rate applicable on the date of allotment subject to any amendment before allotment.</p>	Rate of Industrial Allotment Year – 2021-22		Size of Plot	Rate (in Per Sqm)	Upto 4000 Sqm	7,010/-	Addition to 4000 to 8000 Sqm	5,970/-	Addition to 8000 to 20000 Sqm	5,060/-	Addition to 20000 to 40000 Sqm	4,590/-	Addition to 40000 to 80000 Sqm	4,430/-	Above 80000 Sqm	4,260/-
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21	Rate of annual Lease Rent	<p>i. In addition to the Premium of plot, annual Lease Rent at the rates of 2.5% of the total Premium of plot with applicable GST, 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.</p> <p>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 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.</p> <p>ii. Consequences of default in payment of Lease Rent: In case of default in payment of Lease Rent, interest @ 11.50% p.a. with applicable GST shall be charged on the defaulted amount for the defaulted period compounding half-yearly.</p> <p>iii. One time Lease Rent: The Allottee/Lessee shall have the option to pay a lump sum amount equivalent to 11 times, of the prevailing annual Lease Rent (27.5% of the total Premium of plot with applicable GST) 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.</p> <p>Note:- If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he/she can subsequently exercise his option to pay one time lease rent indicated above.</p> <p>iv. 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.</p>
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Note: GST shall be chargeable as per applicable rates at the time of payment

1 Section I: Instructions to the Applicants

1.1 Definitions

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

- a) "Authority" means the Yamuna Expressway Industrial Development Authority (YEIDA).
- b) "Authorized Bank" implies the bank that has been mentioned in the brochure by the Authority.
- c) "Allotment Letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application is submitted.
- d) "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.
- e) "Allottee/Lessee" is the person/legal entity whose application for allotment has been approved by the competent officer.
- f) "Allotment Committee" is a committee constituted at the Authority for reviewing the applications of the applicants whose application has been received for allotment under the advertised scheme.
- g) "Building Regulations" as notified by the Authority for development of land and construction of buildings.

- h) "Completion Certificate" refers to the certificate issued by the Authority once the project has been completed.
- i) "Contract" means the Contract signed by the Parties and all the attached documents which includes General Conditions (GC), the Special Conditions (SC), and the Appendices.
- j) "Day" means calendar day.
- k) "Functional Certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational.
- l) "Government" means the Government of Uttar Pradesh.
- m) "Net worth" from Financial Statement, where Net worth shall be calculated as below:
- In case of a Company: Net Worth is the Paid-up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and preoperative 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).
 - In case of a Partnership 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.
 - In case of a New Company: Net Worth of promoters/ Directors.
- n) "Lease Rent" is the amount paid by the Allottee/Lessee to the Lessor as rental against the property allocated to the Allottee/Lessee.
- o) "Lease Deed" is a contractual agreement by which Lessor conveys a property to Allottee/Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
- p) "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is YEIDA.
- q) "Transfer deed" refers to the Document (instrument) by which a property (herein land) is conveyed from its owner (in this case YEIDA) to its tenant.
- r) "Occupancy Certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations.
- s) "Premium" referred to in this document means total amount payable to the Authority for allotted land.
- t) "Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property.
- u) "Mutation Letter" is the letter issued by competent Authority for change of name on a property.
- v) **AVAILABILITY OF LEFTOUT PLOTS FOR ALLOTMENT & RATE OF ALLOTMENT:-**

A. Apparel Park (in sector-29).

i. Upto 4000 sq. mtrs.

Sr. No.	Size of Plot (in sq. mtrs)	No of Plots	100% Reserved for respective category	Registration Amount (Rs.)	Rate of allotment (Rs.)
1	2000	02	02	14,02,000/-	7010/- Per Sqm.
Total		02	02		

ii. Above 4000 sq. mtrs.)

Sr. No.	Size of Plot (in sq. mtrs)	No of Plots	100% Reserved for respective category	Registration Amount (Rs.)	Rate of allotment (Rs.)
1	5000	05	05	34,01,000/-	6,802.00/- Per Sqm.
2	9000	07	07	56,98,000/-	6331.11/- Per Sqm.
3	10,000	01	01	62,04,000/-	6,204.00/- Per Sqm.
4	12,000	01	01	72,16,000/-	6013.33/- Per Sqm.
5	20,000	01	01	1,12,64,000/-	5632.00/- Per Sqm.
Total		15	15		

Note:-

1. Number of plots may increase/decrease as indicated in the above respective categories.

1.2 How to apply

1.2.1 The scheme brochure can be downloaded from the Authority's website www.yamunaexpresswayauthority.com. The application shall be submitted online through Single Window Portal – Nivesh Mitra website www.niveshmitra.up.nic.in. Processing fee and registration money as given in Data Sheet shall be deposited online payment gateway portal of YEIDA or through RTGS/NEFT. on or before closing date.

1.3 Language

1.3.1 The document for this scheme shall be in English language.

1.4 Applicant's responsibility

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

- The eligibility criteria and other information/requirements, as set forth in the Brochure.
- All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.
- Incomplete application or misrepresentations/suppression of the material facts may lead to cancellation before/after screening.

1.4.2 YEIDA shall not be liable for any mistake or error or negligence by the Applicant.

1.5 Documents required with Application Form

Following documents, duly signed by the applicant on each page upto 4000 sq. mtr., and above 4000 sq. mtr. documents should be certified by CA. shall be enclosed with the application form for registration:

- a) Project Report including
 - Feasibility Report of the proposed project.
 - Three years projected cash flow of the project depicting sources of inflow for the project.
 - Statement of sources of funds.
 - Land use pattern, construction plan, flowchart showing manufacturing process and implementation schedule. (Certified by the applicant upto 4000 sq. mtr. and above 4000 sq. mtr. should be certified by Architect and applicant.)
- b) Background of the Applicant and its promoters.
- c) List of Directors and key Shareholders along with their shareholding and shareholding percentage or list of partners/trustees. Board resolution for setting up the project.
- d) Audited Financial Statements of last three years.
- e) Registration documents:
 - i. **In case of Company**
 - a. Certificate of Incorporation issued by the Registrar of the Companies.
 - b. Memorandum & Association and Articles of Association.
 - ii. **In case of Partnership Firm**
 - a. Registration certificate issued by Registrar of Firms.
 - b. Partnership Deed.
 - iii. **In case of Proprietorship Firm**
 - a. Copy of PAN Card/Aadhaar Card.
 - b. Copy of Passport/ Voter Card.
 - c. Copy of recent bank statement from any Nationalized Bank.
- f) **Documents to establish source of financing:**
 - i. Own funds-liquidity certificate from any nationalized/scheduled bank
 - a. Photocopy of listed Company's Shares/NSCs/Bonds/FDRs.
 - ii. Loan:
 - a. From friends/relatives.

OR

 - b. From bank or any financial institution.
- g) Affidavit of the applicant on annexure- A, certifying that all the statements made in application/Annexures are true and correct.

- h) Net worth from Financial Statement, where Net Worth statements are to be certified by the applicant upto 4000 sq. mtr. and above 4000 sq. mtr. Net Worth statements are to be certified by the applicant and statutory auditors/Chartered Accountant of the Company
(*Note: Applicant should have positive net-worth/surplus investable funds*)
- i) Turnover from Financial Statement of preceding three financial years.
- j) Any other information which the applicant desires to provide.

1.6 Allotment process

1.6.1 **Scrutiny of applications:** The application will be submitted online through Single Window Portal – Nivesh Mitra website www.niveshmitra.up.nic.in. will be scrutinized by the screening committee without any physical touch as per the Govt. order No. 4071 dated 23.12.2020.

1.6.2 Allotment of plots:

- a. **Upto 4000 sqm.:-** The applicant qualifying in scrutiny process will be included for draw of plots and the successful applicants will obtain digitally signed allotment letter through online procedure. The allotment letter will be issued digitally signed by the General Manager/Asstt. General Manager (Industry)/Industrial Advisor. Unsuccessful applicants will be refunded the registration amount deposited without interest within three months from the date of draw of lots through ebanking/RTGS/NEFT.
- b. **Above 4000 sqm.:-** The success for allotment shall be decided on the basis of marks obtained more than 50% according to objective criteria and project presentation (As per Annexure-D). The Allotment Letter shall be issued online based on merit. The allotment letter will be issued digitally signed by the General Manager/Asstt. General Manager (Industry)/Industrial Advisor. Unsuccessful applicants will be refunded the registration amount deposited without interest within three months from the date of project presentation through e-banking/RTGS/NEFT.

1.6.3 **Deposit of Allotment Money:** Applicant has to deposit Allotment Money as mentioned in Data Sheet.

1.6.4 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 10% of the registration money shall be forfeited.

1.7 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 will be cancelled and 10% of the registration money will be forfeited by the Authority. However, in exceptional circumstances, the CEO may allow a time extension of maximum 60 days (upto 4000 sqm.) and 120 days (Above 4000 sqm.) with penal interest of 11.50% plus applicable GST for the defaulted period.

1.8 Payment schedule

- i. **Payment of Installments Money:** Allottee has to pay balance 70% of the total premium in 10 (ten) equal half yearly installments with interest @ 8.50% per annum. The first such installment will come due first, after six month of the date of issue of the allotment letter. It is clear that in case of default in payment as per schedule, an additional penal interest @ 3% compounded half yearly with applicable GST shall be payable along with $8.50\%+3\%=11.50\%$ p.a. on the

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

- ii. **Prepayment of Installment Money:** Pre payment of outstanding Premium is allowed.
- iii. The payments can be made online on Authority's payment gateway portal or through RTGS/NEFT.
- iv. The Allottee shall also deposit due stamp duty (Stamp duty calculation should also be verified from the concerned Sub Registrar, Gautam Budh Nagar by the Allottee himself/themselves) for Lease Deed in treasury of district Gautam Budh Nagar and should produce a certificate to the affect in relevant department at YEIDA within 60 days from the issue of Check List.
- v. **Intimation of payment to YEIDA:** After depositing the installment through the online portal of YEIDA or through RTGS/NEFT, the Allottee shall intimate the same to YEIDA through a written intimation or through an email.
- vi. **Payment at Allottee's own risk:** 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.
- vii. In case of default in payment of three consecutive installments, allotment may be cancelled by the Authority.
- viii. **Adjustment of deposited payments:** The payment made by the Allottee/Lessee will first be adjusted towards the penal/interest due, if any, and Lease Rent payable and thereafter the balance will be adjusted towards the installment due.
- ix. **Difference in the area of land allotted:**
 - a. 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 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 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 issue of checklist as the case may be.
 - b. 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 lump sum.
- x. The Allottee/Lessee shall not claim/be 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.
- xi. **Variation in the cost of land:** 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, the Allottee/Lessee 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.

1.9 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.

1.10 Change of project/addition of new product.

The request for change of project can be considered by CEO of YEIDA subject to the following conditions:

- i. The Allottee is not a defaulter and must have deposited the Allotment Money along with interest, if any.
- ii. The allottee has to apply along with project report for the new project/new product within the respective categories under medical device park.
- iii. The terms and conditions shall not change if there is a change in the project/new product.

1.11 Unsuccessful applicants

1.11.1 The registration money of unsuccessful applicants shall be returned to them without interest, if the period of deposit of such money with YEIDA is less than one year. However, if the period of deposit is more than one year, simple interest shall be paid at SBI saving bank's interest rate for the period of deposit exceeding 1(one) year.

2 Section II: Special conditions

2.1 Implementation

2.1.1 Norms of Development-as per Building Regulations of YEIDA.

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

2.1.3 The Allottee/ Lessee / Transferee will adhere to the schedule of construction of the building as per the building regulations of YEIDA.

2.1.4 The Allottee shall be liable to complete the project as per the schedule given by him in the land use pattern of the project report and shall inform the authority in writing in the prescribed format.

2.1.5 If Completion Certificate (which can be obtained online through Single Window Portal - Nivesh Mitra website www.niveshmitra.up.nic.in) for full project (within 48 months from the date of lease/ possession) is not taken by the Allottee as per the schedule, time extension charges shall be payable by the Allottee as decided by YEIDA.

2.1.6 The Allottee/ Lessee shall achieve minimum applicable FAR according to the Building Regulations of YEIDA and obtain Completion Certificate of the project from YEIDA within the time limit.

2.1.7 Extension for completion of First Phase: Normally no extension for completion would be granted.

2.1.8 In case of non- adherence to the aforementioned schedule for obtaining Completion Certificate from YEIDA, the plot shall be cancelled and/or lease shall be finalized. On such cancellation/finalization, 20% of the total Premium 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.

2.2 Functional Certificate

2.2.1 It will be essential to obtain Functional Certificate from YEIDA within 48 months from the date of execution of lease deed. Following documents are required to be submitted online through Single Window Portal — Nivesh Mitra website www.niveshmitra.up.nic.in to obtain Functional Certificate- Building Completion Certificate as per building regulations of YEIDA-

- (i) No dues certificate (**can be obtained online through Single Window Portal — Nivesh Mitra website www.niveshmitra.up.nic.in**).
- (ii) Any two Utility Bills (i.e. first electricity bill of permanent connection or documents for installation of permanent connection/ telephone bill/ water charges bill).
- (iii) Copy of bills for equipment/ Plant & Machinery/ Lab as per project report submitted.
- (iv) Meter ceiling certificate of electricity connection.
- (v) First sale invoice of finished product.

2.2.2 The Functionality of the unit will be indicated in the certificate on behalf of meter ceiling certificate of electricity connection/first sale of finished product.

2.2.3 **Penalty for not obtaining Functional Certificate:** In case of failure to obtain Functional Certificate within 48 months from the date of execution of lease deed, the Allottee may be allowed by the CEO a further extension of 6 months as a grace period on the basis of valid reasons of delay.

If the unit has not become functional after the expiry of 54 months with grace period an interdepartmental committee will be constituted to review the progress of the project by the order of CEO/Lessor. The committee will submit an inspection report regarding the effective steps taken by the unit to make the unit functional before the lessor then lessor will take decision for further extension based on merits of virtue/factual evidences. The decision taken by the CEO/Lessor will be final and binding on the allottee.

NOTE:- In exceptional circumstances if time extension is demanded by the allottee for obtaining functional certificate, CEO/lessor may allow time extension on the following conditions :-

1. One year's extension can be granted on the payment of penalty equal to 4% of the total premium of the plot with the approval of CEO YEIDA.
2. In case the unit is not made functional even after above extension, the unit has to apply for 2nd extension with adequate explanations of the grounds of delay. A further extension of a maximum one year can be granted by the CEO on payment of 1% per month of the current rate if the special circumstances are found convincing.

2.2.4 In case of non- adherence to the aforementioned schedule for obtaining Functional Certificate from YEIDA, the plot shall be cancelled and/or lease shall be determined. On such cancellation/ determination, 20% of the Premium 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.

3 Section III: General terms and conditions

3.1 Execution of Lease Deed

- 3.1.1 YEIDA 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.
- 3.1.2 The Allottee is required to execute the Lease Deed and take the possession within 60 days from the date of issuance of the checklist.
- 3.1.3 In case of failure to execute the Lease Deed and taking over of possession within the above-stipulated time period, the allotment shall be cancelled and 10% of the entire amount deposited with YEIDA would be forfeited.
- 3.1.4 In exceptional circumstance, the CEO may grant extension of time up to a maximum period of 180 days for execution of Lease Deed and taking over of possession. This extension shall be granted on the basis of payment equivalent to 2.5% of total Premium with applicable GST of the plot upto 4000 sqm. and 3% with applicable GST of the total premium of the plot above 4000 sqm. on a pro rata basis for the delayed period. Further extension for the execution of Lease Deed shall not be provided in any circumstances and action shall be taken as per the provision of 3.1.3.
- 3.1.5 **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.
- 3.1.6 **Period of lease:** Allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.

3.2 Lease Rent

- 3.2.1 Details as per Data Sheet

3.3 Location charges

- 3.3.1 Location charges shall be payable by the Allottee/ Lessee on the total Premium before execution of Lease Deed in lump sum. The rate would be as mentioned in the Data Sheet.

3.4 Possession of the plot

- 3.4.1 Possession of allotted plot will be handed over to the Allottee/ Lessee on the date of execution of Lease Deed
- 3.4.2 Execution and registration of Lease Deed can be done only after a minimum payment of 30% of Premium and one year Lease Rent, in advance subject to condition that acquired/Purchased land of the allotted plot is under the possession of the authority.
- 3.4.3 For the purpose of payment of Lease Rent and other statutory/obligations or scheme compliance the date of possession shall be treated from the date of execution of Lease Deed.

3.5 Variation in actual area of allotted plot

- 3.5.1 Details as per section 1.8(ix).

3.6 Surrender

- 3.6.1 The Allottee can surrender the plot to the Authority and the application shall be submitted online through Single Window Portal — Nivesh Mitra website www.niveshmitra.up.nic.in before its cancellation.

In the case of Surrender:-

- i. Up to 30 days from the date of issuance of Allotment Letter, no deductions shall be made.
- ii. From 31 to 60 days from the date of issuance of Allotment Letter, 10% of registration money shall be deducted.
- iii. Beyond 60 days, 10% of the total Premium or the amount deposited up to the date of surrender, whichever is less, shall be forfeited. The balance if any shall be refunded without interest. However, Lease Rent, penalty and any other charge deposited shall not be refunded.

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

3.6.2 The request for surrender shall 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 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.

3.7 Change in Constitution/CIC

3.7.1 Change in constitution may be allowed 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)/ Transferees.
- ii. The application shall invariably be accompanied by the NOC from term lending institution in case the property is mortgaged.

3.7.2 For Changes from Proprietorship to Partnership, 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. Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee (in case exemption from payment of CIC charges is sought).

3.7.3 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. Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee. (In case exemption from payment of CIC charges is sought.)

3.7.4 For changes within Pvt. Ltd. company/ Public Ltd:

- i. Certified list of shareholding directors with shareholding percentage with value duly certified by Chartered Accountant ii. List of Directors duly certified by Chartered Accountant along with Form 32 or any document equivalent to form – 32 duly received by R.O.C.

- iii. Board Resolution duly certified by the Chairman of meeting/CA.
- iv. Notarized affidavit stating the relationship of the incoming shareholder with the original Allottee(s)/ Transferor(s). (In case exemption from payment of CIC charges is sought.)

3.7.5 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 along with 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 or what so ever it may be. Also the resolution in favour of person authorized by the Board of Director of the Company to correspond with the Authority.
- v. Notarized 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 of Commencement of Business certificate issued by Registrar of Companies is also to be submitted. (in case unit is functional)

3.7.6 No CIC charges are applicable for 100% transfer of shareholding within blood relation of the original Allottee(s)/Transferee(s) and blood relatives shall be father, mother, grand parents, sister, brother, son, daughter, husband/wife, grand son/grand daughter, wife of son /son-in laws, husband of grand daughter, wife of grand son accepted. However, processing fee of Rs. 1,000/- with applicable GST shall be payable along with request for the same.

In all cases of change in constitution Rs. 1,000/- with applicable GST shall be payable along with application of CIC as a processing fee.

3.7.7 Change in constitution after execution of Lease Deed and taking over possession would be considered with respect to original Allottee(s)/ Transferor (s)/Transferee(s).

3.7.8 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 himself needs fresh documentation, He/she 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, He/she would be required to execute the transfer deed. All expenses on account of legal documentation would be borne by the Allottee(s)/Transferor (s)/Transferee(s).

3.7.9 In case the Allottee/ Transferee is a incorporated company and subsequently a partnership firm or another incorporated company is formed with the original incorporated company as a partner/ shareholder then no 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.

3.7.10 No CIC charges would be levied in case an original partner(s)/ shareholder(s) withdraws from the partnership firm/incorporated Company.

3.8 Construction

3.8.1 The Allottee/Lessee shall construct the building after getting proper approval of the building plan from the concerned department of YEIDA in writing.

3.8.2 The Allottee/ Lessee shall complete construction within prescribed time limit i.e. 48 months from the date of execution of Lease Deed.

3.8.3 The Allottee/ Lessee shall complete construction of buildings as per approved plans and obtain completion/ occupancy certificate from YEIDA for minimum area as prescribed in Building Regulations of the YEIDA.

3.9 Maintenance

3.9.1 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections (online through Single Window Portal — Nivesh Mitra website www.niveshmitra.up.nic.in) from the concerned departments of YEIDA or from the competent authority in this regard.

3.9.2 The Allottee/Lessee shall have to plan a maintenance program 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.
- b. And to make available required facilities as well as to keep surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.

3.9.3 The Allottee/ Lessee shall abide by all Regulations, Building Regulations and guidelines of YEIDA framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976, as amended from time to time, and the rules made therein. The allottee shall abide by the Real Estate (Regulation and Development) Act, 2016, as amended from time to time and the various rules made thereunder.

3.9.4 The Allottee/ Lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or indecent or immoral and in conformity with the various laws and policies, and the orders of Hon'ble Supreme Court of India and the Hon'ble Allahabad High Court. Furthermore, the allottee shall abide by section 3(1) of Real Estate Industrial Area before marketing, advertising, selling in respect of the project. All the advertisements and marketing details for the project shall contain all such information about the project that shall enable the prospective consumer/customer in making an informed decision about the project.

3.9.5 The Allottee/ Lessee shall not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except at a place specified for the purpose by the Lessor.

3.9.6 In case of non-compliance of terms and conditions / any directions of YEIDA, CEO of YEIDA shall have the right to impose penalty as it may consider just and/or expedient by explaining or recording the reasons thereof.

3.9.7 If the maintenance work of any area is not found satisfactory according to YEIDA, the required maintenance work will be carried out by YEIDA and all the expenses in carrying out such work shall be borne by the Allottee.

3.9.8 The Allottee at his own expense will take maintenance of Patri alongside its premises.

3.10 Mortgage

- 3.10.1 The mortgage permission shall be granted after payment of minimum 30% of the total Premium and after getting the lease deed registered 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 allotment/lease of the plot is neither cancelled nor any show cause notice has been issued to the Allottee/Lessee and has a valid time period for construction as per terms of the Lease Deed or has 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.
- 3.10.2 YEIDA shall have the first charge on the plot towards payment of all outstanding dues.
- 3.10.3 In the event of sale or foreclosure of the mortgaged/charged property, YEIDA shall be entitled to claim all dues YEIDA may recover not more than 50% or as decided by the authority, of the unearned increase in values of properties in respect of the market value of the said plot as first charge, having priority over the said mortgage charge. The decision of the authority in respect of the market value of the said plot shall be final and binding on all the parties concerned.
- 3.10.4 YEIDA shall have right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein. It shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.
- 3.10.5 Documents required for obtaining Mortgage Permission, Application can be submitted 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 YEIDA.
 - ii. A letter from bank/institution that the grant of loan is under consideration
 - iii. An affidavit that no unauthorized construction has been done by the allottee.
 - iv. Processing fee Rs 5,000/- with applicable GST is required to be deposited by the Allottee/Lessee in case of Mortgage permission is sought.
 - 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 any authorized officer, YEIDA from time to time.
- 3.10.6 **Collateral security:** The Lessee has to make full payment of total premium and other dues of plot and make unit functional. The processing fee of Rs. 5000 with applicable GST has to be deposited for the permission of collateral security. An application along with bank challan of deposited processing fee amount with applicable GST and letter of bank for permission of collateral security has to be submitted to concerned department of authority.

Note: All the clauses mentioned under sub-clause 3.10 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.

3.11 Transfer of Plot

- 3.11.1 An Allottee/Lessee will be allowed to sell/ transfer the plot allotted by the Authority to any other person who is eligible to apply as mentioned in Data Sheet.
- i. Transfer shall be permitted only after the unit has been declared functional by YEIDA.
 - ii. In such cases, where cancellation has been made or are in process of cancellation, are not eligible for transfer.

- iii. Transfer of plot or reducing the shareholding from 51% shall be allowed only after the unit is declared functional or retaining the allotted plot in the same entity upto 5 years whichever is later from the date of allotment.
- 3.11.2 Application for transfer shall be received on the prescribed Transfer Application Form available from bank on payment, along with the transfer processing fee, which shall be Rs. 1000/- with applicable GST to be deposited in prescribed bank of Authority. One copy of deposited challan is to be submitted along with transfer application form.
- 3.11.3 The Transfer application form should be duly filled along with the NOCs from various departments i.e. Project division, no dues from the Accounts/ allotment 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).
- 3.11.4 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.
- 3.11.5 Both Transferor and Transferee must be competent to execute a contract on the date of transfer application.
- 3.11.6 The plot shall be transferred for similar purpose.
- 3.11.7 Transfer of partial area of plot shall not be considered.
- 3.11.8 Charges for Transfer :**
- i. Transfer charges are @5% of the prevailing Premium amount of plot at the time of transfer.
 - ii. Transfer or/and Transferee should severally and/ or jointly satisfy themselves about the overdue/ dues position from the concerned department of 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.
- 3.11.9 Once transfer is approved and the Transfer Memorandum is issued and transfer deed is executed, all the assets and liabilities against the plot/unit would pass on to the Transferee.
- 3.11.10 Lease Rent will be charged @2.5% with applicable GST of the prevailing Premium with location charges, on the date of issue of Transfer Memorandum subject to enhancement as envisaged in Lease Deed/ Transfer Deed/ Transfer Memorandum. In case of one time Lease Rent facility has not been availed.
- 3.11.11 In case of transfer of rights of a minor, orders of the District Judge are required regarding the protection of interest of the minor.
- 3.11.12 Transfer of property by Allottee/Transferee directly or through registered GPA, to his/her relatives as father, mother, grand parents, sister, brother, son, daughter, husband/wife, grand son/grand daughter, wife of son /son-in laws, husband of grand daughter, wife of grand son would be allowed without charges, subject to payment of processing fee of Rs. 1000 with applicable GST.
- 3.11.13 The transfer of industrial 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 YEIDA would remain indemnified against the same.
- 3.11.14 The Allottee/ 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 YEIDA. A certified copy of the same shall be submitted to YEIDA after the registration of the same with the Sub Registrar, of 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. In case transferor and Transferee fail to execute transfer deed within 90 days, penalty of Rs. 100/- per day with applicable

GST will be payable for the delayed period. One copy of registered transfer deed with sub-registrar has to be submitted to YEIDA Industry Department for record.

3.11.15 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% with applicable GST of the sale value will be levied.

3.11.16 Issue of Mutation Letter:

The Application shall be submitted online through Single Window Portal — Nivesh Mitra website www.niveshmitra.up.nic.in by the Transferee at the concerned department along with the following documents in respective cluster category only:-

- i. A certified copy of the Transfer Deed duly executed by the Transferor.
- ii. Copy of challan against payment of transfer charges with applicable GST in the Authorized bank shall be required.

3.12 Misuse, Additions, Alterations, etc.

3.12.1 The allottee is bound to comply with the statutory mandate of Real Estate (Regulation and Development) Act as and when it is applicable in respect of any and every alteration or addition to the sanctioned plan and project specifications. The Allottee/Lessee shall not use the plot for any purpose other than that for which it has been allotted /leased. The Allottee/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.

3.12.2 The Allottee/Lessee will not make any alteration or addition 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. 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.

3.12.3 If the Allottee/Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Allottee/Lessee.

3.13 Indemnity

3.13.1 The Allottee/Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Allottee/Lessee. The Allottee/Lessee shall execute an indemnity bond (on Annexure-E), 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.

3.14 Liability to Pay Taxes

3.14.1 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.

3.15 Overriding Power over dormant properties

3.15.1 The Lessor reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plot. The lessor has 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. 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 YEIDA on the amount of such compensation will be final and binding on the applicant.

3.16 Cancellation

3.16.1 In addition to the other specific clauses relating to cancellation, the Authority shall be free to exercise its rights of cancellation of allotment in the case of:

- a) Allotment being obtained through misrepresentations/ suppression of material facts.
- b) Any violation of directions/ rules issued by the authority or 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 / non-deposit of Allotment Money / non-deposit of three consecutive installment money. Deposit against Lease Rent, interest on Lease Rent and up to date dues, Lease Rent and penalty, if any will be forfeited.

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

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

Note: However, in case of cancellation the concerned department of the Authority shall issue a show cause notice to the Allottee/Lessee of minimum 15 days before finally cancelling the plot.

3.17 Restoration

3.17.1 YEIDA can exercise the power of cancellation of plots for breach of terms and conditions of allotment /Lease Deed / Transfer Deed. However, if the Allottee/ Lessee applies for restoration of the plot, CEO of YEIDA can restore the plots, subject to the following conditions:

- i. The application for restoration may be submitted to the authority within a period of 3 months from the date of cancellation.
- ii. The decision about the restoration of the plots will be taken by the YEIDA within a period of 3 months after the date of application of restoration.
- iii. The Allottee/Lessee would pay restoration charges at the rate of 10% of the total Premium with applicable GST of the plot at current rate calculated at the time of restoration.
- iv. The Allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.
- v. The Allottee will submit project implementation schedule in the shape of affidavit. The maximum time allowed shall be two years.
- 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 shall be borne by the Allottee.
- viii. In case allotment had been cancelled due to non-permissible activities, the request for restoration of the plot shall only be considered on submission of notarized affidavit for non-carrying out the non-permissible activities. Further an inspection of the site about the same will be done by YEIDA before restoration.
- 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.

3.18 Amalgamation and sub-division

Amalgamation and sub-division of the plot shall not be allowed.

3.19 Other Clauses

- i. The Lessor/Authority reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient. Such amendments, addition, deletion and alterations shall be binding on the Allottee/Lessee.
- ii. In such circumstances where authority is not able and the possession of plot is not handed over to the Allottee within 4 years, from the date of allotment letter, the full amount deposited by the Allottee would be refunded along with the simple interest at SBI saving bank's interest rate calculated from the date of allotment.
- iii. In cases of "Force majeure" or such circumstances beyond YEIDA's control, 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 with simple interest at SBI saving bank's interest rate if the delay is more than 1 year.
- iv. In case of increase in the compensation/ex-gratia to farmers by the order of Court/Govt./Authority or otherwise, the increased amount shall be payable by the Allottee/ Lessee of the Land.
- v. 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.
- vi. YEIDA will monitor the implementation of the project as per the implementation schedule given by allottee.
- vii. The Allottee/ 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 issued there in from time to time.
- viii. Any dispute between the Lessor and Allottee/ Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad.
- ix. 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 for allotment.
- x. Provisions related to fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee.
- xi. 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 YEIDA.
- xii. All arrears due to the Lessee are recoverable as arrears of land revenue.
- xiii. YEIDA in larger public interest has the authority to take back the possession of the land/ building by making payment at the appropriate rate as decided by CEO giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of YEIDA shall be final and binding on the Allottee/Lessee.
- xiv. The Allottee/Lessee shall have to make sufficient provision of parking in the plot itself.

3.20 Incentive for early commencement of production by the unit, an incentive at the rate of Rs. 50/- per sqm. will be given on the following conditions.

- a. The unit has to start production within 18 months from the due date of execution of lease deed intimated via letter of checklist.
- b. A minimum 50% of the permitted covered area of the allotted plot has to be constructed.
- c. The unit has to apply for production incentives within 6 months of the date of commencement of production.
- d. Under no circumstances any application for grant of incentive shall be entertained after the period specified in clause (a) above.

The early-production incentive amount will be adjusted from the last due installments of the premium. In case full payment has already been made, the incentive amount will be paid through Net-banking/RTGS/NEFT.

3.21 Renting of Industrial Premises

- a) The premises for which renting permission is sought should not be a cancelled one and should have been declared functional through a written communication by the YEIDA. Application for simultaneously declaring the unit functional and grant of renting permission may, however, be entertained.
- b) Request for renting out part/full premises shall be entertained. For the purpose of part renting the applicant has to clearly demarcate the portion of the building to be given on rent. He has also to file an Affidavit specifying the position of capital subsidy or any other subsidy, having been received or not and the premises having been mortgaged or not.
- c) **Renting permission is granted if:**
 - i) Up-to-date dues of YEIDA have been cleared.
 - ii) Lease deed/Transfer deed/Sale deed as applicable has been executed and registered and certified copy is duly deposited with the office.
 - iii) NOC's of the term lending Institution (s), in case the industrial premises is mortgaged/ offered as collateral security.
 - iv) Bonafide lessee while making the request for renting would append a copy of the Project Report of the proposed project of the tenant. Projects free from pollution & environmental hazards shall be considered. The projects shall not be on the banned list of Directorate of Industries, UP or Development Commissioner, Small Scale Industries and YEIDA.
- d) In case of discontinuation of tenancy the same would be taken on record after the lessee surrenders the original renting permission letter.
- e) In case of re-renting, the renting be deposited again as stated here below.

- f) The condition of functionality and renting charges may be waived off in case the renting permission is sought for a Group/Associate/Sister/subsidiary concern in which allottee/lessee or their shareholders have jointly and/or severally minimum 51% shares.
- g) YEIDA would not entertain any direct correspondence with the tenant at any stage. However, in case the tenant wants to apply for electricity connection in his own name, he will have to produce NOC in form of affidavit from the lessee/transferee.
- h) **The renting charges will be calculated on the basis of following:**
- i. **Rs.100/-per Sqm. For the entire area of the plot for ten years for the first tenant.**
 - ii. **For 2nd, 3rd, and so on so forth for subsequent tenants, renting charges will be enhanced @ 20% of prevailing renting charges.**
 - iii. **The subsequent tenants will pay enhanced Renting charges @ 20% on prevailing renting charges for the residual period beginning from the start of first tenancy (for accounting purpose, period will be counted from 1st April to 31st March of the year i.e. financial year).**
- i) For all industrial allottees, no. of tenants permitted would be one for every 500 Sqm. Plot area, and charges for renting would be as per clause no. 'h' above.
- j) If any tenant leaves tenancy before 10 years, then for the balance remaining period, permission can be granted for a new tenant on payment of 20% of the prevailing rate of renting charges for the entire plot area and subject to fulfillment of other terms and conditions.
- k) Each tenant and allottee will ensure compliance of all statutory rules and regulations of the various Departments of both Central and State Government (e.g. Factory, Labour, Electricity, Fire, Building Construction, Directorate of Industries, Pollution Control Board, Employees State Insurance Corporation, Provident Fund etc.).
- l) The rent permission can be granted for the period of 5 years also; the renting charges would be 50% of the charges mentioned in clause-'h' above.
- m) The functional unit(s), after getting permission from the Authority to rent out the industrial premises in part/full, will get a rent deed executed within 90 days compulsorily from the issuance of the renting permission and deposit the rent deed with YEIDA.

4 Annexures

4.1 Application form

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, Block – P-2, Sector-Omega-I,

Greater Noida – 201308

District – Gautam Budh Nagar (UP)

Ph: 0120-2395152 / 57, **Fax:** 0120-2395150

Website: www.yamunaexpresswayauthority.com

APPLICATION FORM

FOR ALLOTMENT OF INDUSTRIAL PLOTS

(Upto 4000 Sqm. & Above 4000 Sqm.)

FOR

NAEC MEMBERS

In

APPAREL CLUSTER, Sector-29

SCHEME CODE:- YEA/IND4000(2021)-09

Self-attested
photograph of
authorized signatory

Plot Size (In Sq. Meters) _____

PAN No. _____

Aadhaar No. _____

GST No. _____

NAEC Membership No. _____

Name of Proprietorship/ Partnership Firm/ Pvt. Ltd. Co//Ltd. Company etc. _____

Name of Applicant _____

Name of Father/Husband _____

Name of Authorized Person _____

Registered office _____

Phone No/Mob No. _____ Fax No. _____

Permanent Address _____

Phone No/Mob No _____ Fax No. _____

E-mail _____

Processing fee Rs. 15000/- & applicable GST(upto 4000 sqm.) and Rs. 25,000/- & applicable GST (Above 4000 sqm.)

Registration fee Rs. (10% of total premium of the plot)

Payable through e-banking/RTGS/NEFT

Summary of Proposed Project :-

It is compulsory to mention below the details of proposed project—

1	Applied Area (in sq. mtrs)	
2	Name of proposed project/product	
3	Total cost of project (in lacs)	
4	Funding from own sources	
5	Funding from other sources	
6	Total employment	
7	Load of power required	
8	Details of income tax returns Submitted /filed in previous three years Year – 2017-2018 Year – 2018-2019 Year – 2019-2020	

Note: If available, details of financial year 2020-21 shall be attached.

1. The detailed project report of the proposed project shall be uploaded with following points also:-
 - i) Details of the Manufacturing Process with Flow Sheet indicating all major and minor operations and processes (Attach separate sheet, if necessary)
 - ii) Give details about the composition and quantum of solid, liquid and gaseous effluents that are likely to emanate during production process. (Attach separate sheet, if necessary)
2. Project Implementation Schedule
3. Details of Plant & Machinery:

S.No.	Particulars	Value in Rs.
Attach separate sheet, if required		

4. Requirement of Raw Material(s) and Consumable(s)

S.No	Item	Annual Requirement	Annual Value (Rs.)
Attach separate sheet, if required			Total Rs.

5. Utilities:

Power		KW
Water Normal use		Kl/month
Process use		Kl/month

DECLARATION

I/We _____ s/o,w/o,d/o _____
_____ am/are fully competent to sign this application form on behalf of the Promoter(s)/Director(s)/
Partner(s)/Proprietor of the above unit/proposed unit.

1. All the information/details provided in this application form are true to the best of my/our knowledge and belief.
2. That I/We have read and understood the enclosed terms and conditions of registration/ allotment and agree to abide by the same.
3. In case of refund of Registration Money, the same may be made in the same bank account from which the payment have been initiated through Net-banking/RTGS/NEFT.
(Please enclose cancelled cheque of the same account for refund.)
4. I have uploaded all the required documents mentioned in the section-1.5 of this brochure.

Place:

Signature of the applicant (s)

Date:

4.2 Financial statement of turnover

a. Upto 4000 sq. mtrs.

Name of Applicant -----

S.No.	Description	Year 3 (2019-20) (as per audited balance sheet)	Year 2 (2018-19) (as per audited balance sheet)	Year 1 (2017-18) (as per audited balance sheet)
1.	Turnover of the Applicant as per audited annual accounts.			

Note: If available, details of financial year 2020-21 shall be attached.

Signature of Authorised signatory/applicant with name And Status

b. Above 4000 sq. mtrs.

Name of Applicant -----

S.No.	Description	Year 3 (2019-20) (as per audited balance sheet)	Year 2 (2018-19) (as per audited balance sheet)	Year 1 (2017-18) (as per audited balance sheet)
1.	Turnover of the Applicant as per audited annual accounts.			

Note: If available, details of financial year 2020-21 shall be attached.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No. _____

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 & Seal of Statutory

Auditors / Chartered Accountant

Membership No. _____

4.3 Financial statement of Net Worth

a. upto 4000 sq. mtrs.

S.No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2020 of the Applicant as per audited annual accounts.		

Note: Net worth as on 31-03-2021(if available).

Signature of Authorized signatory/applicant with name And Status.

b. above 4000 sq. mtrs.

S.No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2020 of the Applicant as per audited annual accounts.		

Note: Net worth as on 31-03-2021(if available).

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No. _____

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 Net Worth upto 31-03-2020 is Rs and upto 31-03-2021 is Rs(if available) certify that the above information is correct.

Signature & Seal of Statutory Auditors / Chartered Accountant

Membership No. _____

4.4 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 the Bank 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.

4.5 Annexure-(A)

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

Affidavit

I _____ s/o _____ Aged _____ years _____ proprietor/owner / director/partner/ authorized signatory of _____ r/o _____ do hereby solemnly affirm and state as under:

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

- 1) That the Unit product does not fall under polluting categories.
- 2) That the Company /Firm will get NOC/Consent from U.P. Pollution Control Board, Udyog Aadhar Memorandum and other clearances from concerned department of U.P. Govt.
- 3) That the deponent has read and understood the terms & conditions given in the brochure. It is mandatory to submit the above documents to the Authority before the execution of the Lease Deed and if the Deponent fails to submit the above documents, he alone would be responsible for the consequences resulting there from.
- 4) That the Deponent also understands the consequences that non-submission of the above documents may also lead to cancellation of his candidature/ allotment of the land for which he has applied.
- 5) The deponent declares that no unauthorized construction shall be made on the allotted plot.
- 6) If the Deponent fails to make unit functional within 48 months from the due date of lease deed execution, the Authority will be free to cancel the allotted plot/lease deed and may resume possession of the plot.
- 7) That the Deponent assures and declare that in case of violation of any terms and conditions or any directions issued by the Authority , the CEO will be free to take any decision as it deem fit and appropriate.
- 8) The Deponent declares that I am not defaulter against any other property allotted to me in YEIDA. If it is found false at any stage it may lead to cancellation of my candidature or allotment of the plot.
- 9) That the information given in the application is true and correct and if any part of it is found to be false or concealed, the Authority will have right to cancel the plot irrespective to the deposit of money till that stage when the malafide is revealed.

Deponent

I _____, the Deponent swear and declare that para 1 to 9 of the above affidavit are true and correct to my best of knowledge and no part of it is false or concealed.

Deponent

Place :

Date:

4.6 Annexure B

(Use separate sheet for each Promoter / Director / Partner/ Proprietor)

1. Name of Promoter/Director/Partner/Proprietor _____
2. Father's /Husband's Name _____ Age _____
3. Address: Office _____

Residence _____

Phone No(s)/Mob No: _____ Fax No(s) _____
E-mail _____
PAN number and Aadhaar number _____
4. Work Experience _____ Years

Verification

The particulars given above pertain to me and are true to the best of my knowledge and belief. I and / or any of my units stated above are not defaulters of any financial institution(s) /banks(s)/Noida /Greater Noida.

Date: _____ Signatory must be the promoter/ Director / Partner/Proprietor

Place: _____ to whom the above details pertain.

NOTE:

1. No correspondence shall be made with applicants, whose application(s) are rejected /unsuccessful. However, their registration money would be refunded by Authority through e-banking/RTGS/NEFT without any interest if the period of deposit of such money with YEIDA is less than 1 year. However, if the period of deposit is more than 1-year simple interest at SBI saving bank's interest rate per annum shall be paid for the period of deposit extending 1(one) year.
2. In case of any conflict/dispute the decision of the Chief Executive Officer, Yamuna Expressway Industrial Development Authority shall be final and binding on the applicant(s).

4.7 Annexure C

The following is the list of industry which may be permitted in industrial area developed by Yamuna Expressway Industrial Development Authority.

4.7.1 Indicative List of Industry.

S.No. Name of the Project

1. Sericulture (including chaaki and koya production)
2. Reeling
3. Handloom
4. Spinning
5. Weaving
6. Knitting
7. Texturising
8. Garment/Textile Processing
9. Garmenting (i.e. garment manufacturing, embroidery, embroidered fabrics, made-ups, home textiles, fashion accessories, leather garments and accessories), and all types of technical textiles and jute products.

Yamuna Expressway Industrial Development Authority
Objective Criteria for the evaluation of the project/Application form.

औद्योगिक भूमि ऑवंटन हेतु आब्जेक्टिव काइटेरिया

कुल अंक = 100

क्र० सं०	मद		प्राप्त अंक	निर्धारित अधिकतम अंक
1	वित्तीय क्षमता स्ववित्त पोषित/ऋण	1.1 स्ववित्त पोषित 60 प्रतिशत से अधिक होने पर		15
		1.2 स्ववित्त पोषित एवं बैंक ऋण का प्रतिशत 1. 40/60 2. 30/70		
2	प्रस्तावित निवेश-परियोजना में भवन निर्माण एवं मशीनरी/संयंत्र पर प्रस्तावित पूँजी निवेश, भूमि पर निवेश की तुलना में	2.1 भूमि पर निवेश के 2 गुणा तक		15
		2.2 भूमि पर निवेश के 3 गुणा तक		
		2.3 भूमि पर निवेश के 5 गुणा तक		
		2.4 भूमि पर निवेश के 5 गुणा से अधिक		
3	रोजगार सृजन स्थानीय व्यक्तियों को रोजगार कुल दिये गये रोजगार के प्रतिशत में	3.1 इकाई में कुल सृजित रोजगार का कम से कम 20% स्थानीय युवक/युवतियों हेतु आवश्यक		10
		3.2 इकाई में कुल सृजित रोजगार का 30% स्थानीय युवक/युवतियों हेतु आवश्यक		
		3.3 इकाई में कुल सृजित रोजगार का कम से कम 40% स्थानीय युवक/युवतियों हेतु आवश्यक।		
4	एफ0डी0आई0/100 प्रतिशत एक्सपोर्ट वाली इकाई	उद्योग निदेशालय एवं निर्यात संवर्धन परिषद से आवश्यक प्रमाण-पत्र उपलब्ध कराने पर		05
5	एक ही औद्योगिक क्षेत्र में इकाई द्वारा अतिरिक्त भूमि की अथवा परियोजना विस्तार हेतु/स्टार्ट-अप इकाई होने पर	उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा		10
6	महिला उद्यमी/अनुसूचित जाति/ जनजाति/ विकलांग उद्यमी। (आवेदक कम्पनी/ साझेदारी फर्म में इस श्रेणी के उद्यमियों की कम से कम 26 प्रतिशत अंशधारिता होनी चाहिए)	महिला उद्यमी/अनुसूचित जाति/ जनजाति/ विकलांग उद्यमी। (आवेदक कम्पनी/साझेदारी फर्म में इस श्रेणी के उद्यमी की अंशधारिता कम से कम 26% हो)		05
7	नेटवर्थ/लिक्विडिटी एवं विगत 03 वर्षों की आडिटेड बैलेन्स शीट एवं कैशप्लो	7.1 उर्ध्वगामी, लाभ।		15
		7.2 अधोगामी, लाभ।		
		7.3 ब्रेक इवेन प्वाइन्ट के आस-पास।		
8	भुगतान पद्धति	आवंटित भूमि के 100 प्रतिशत भुगतान 90 दिन में करने पर उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा		10
9	परियोजना प्रस्तुतीकरण	समिति के समक्ष प्रोजेक्ट प्रस्तुतीकरण के आधार पर मूल्यांकन के सापेक्ष न्यूनतम 0 से अधिकतम 15 अंक		15

4.9 Annexure- E

Yamuna Expressway Industrial Development Authority

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

Indemnity Bond For Ensuring The Quality Of Development/Construction

This Indemnity Bond is executed on day of 2021 by Mr./Mrs. in favour of Yamuna Expressway Industrial Development Authority (A body constituted under section-3 of the Uttar Pradesh Industrial area development Act 1976). Here in after referred to as Authority show as under

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

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

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

1. Witness

2. EXECUTANT