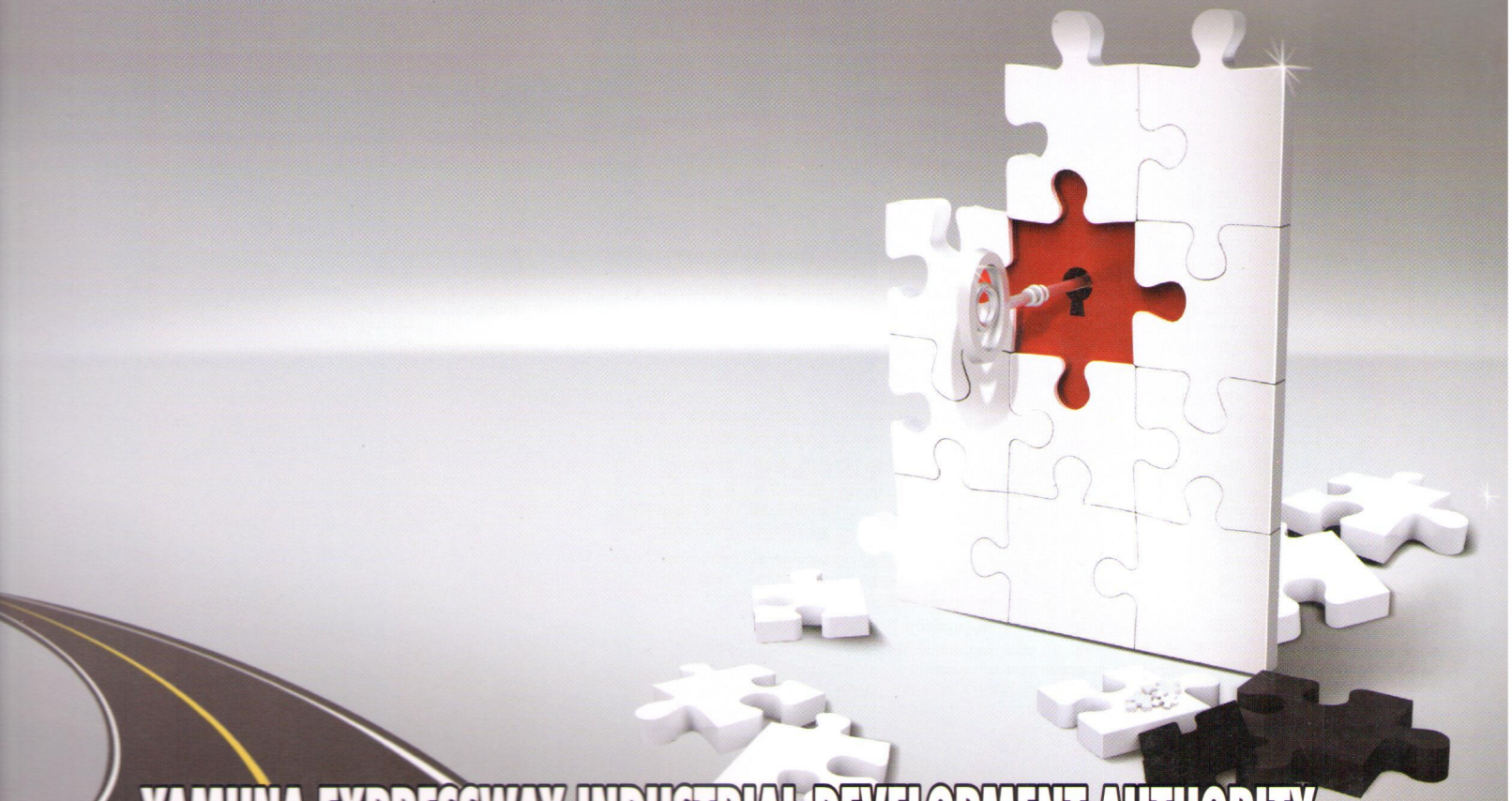


Come to Yamuna Expressway...

For the key to your  
**INDUSTRIAL GROWTH**







# YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, Block – P-2, Sector-Omega-I,  
Greater Noida – 201308

District – Gautam Budh Nagar (UP)

SCHEME CODE : YEA/OPEN-IND (2013)-01

Price ₹1100/-

Bank Code

1308

Form No.

## BANK COPY

### Application for allotment of Industrial Plot Larger than 2100 Sqm for setting up of Industrial Unit

**The Chief Executive Officer,**  
**Yamuna Expressway Industrial Development Authority ,**  
First Floor Commercial Complex, P-2, Sector Omega -1,  
Greater Noida -201308

Photograph  
duly attested by  
banker/gazette  
officer/Notary  
Public

Sir/Madam,

I/We hereby submit our application form for allotment of plot to establish

\_\_\_\_\_ on an area of \_\_\_\_\_  
sqm. approx. in Industrial Area of Yamuna Expressway. We hereby agree to pay allotment money /instalments /lease rent etc. as per payment plan hereinafter mentioned in the General Terms and Conditions (Rate List/ premium of allotment is enclosed as Appendix-2)

We are enclosing herewith the following documents-

- Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn on \_\_\_\_\_ towards the registration money (5% of total Premium).
- Bank Draft No. \_\_\_\_\_ dt. \_\_\_\_\_ for Rs 25000/- Drawn on \_\_\_\_\_ towards non refundable /non adjustable processing fees.
- Certificate of authorization in favour of Shri/ Smt. \_\_\_\_\_  
S/o,D/o, W/o \_\_\_\_\_ as (status) \_\_\_\_\_ which is on behalf of the applicant individual/ Firm (Proprietorship or partnership) /Company (Private Ltd. Or Public Ltd.) i.e. M/s \_\_\_\_\_ constituted under \_\_\_\_\_ Act of \_\_\_\_\_ Government of India / State Government i.e. \_\_\_\_\_
- Terms and Conditions of the above registration (Appendix-1) duly signed as a token of acceptance of the terms and conditions of the allotment of industrial plot applicant and certified by C.A./ Architect.
- The following documents duly signed by applicant and certified by C.A. /Architect are enclosed.



Sl. No.	Description	Enclosed "Yes" not Enclosed "No"	At Page No.
1.	Project Report (to be signed by applicant and certified by CA)		
2.	Background of the promoters		
3.	Feasibility report of the proposed project to be signed by applicant and certified by CA.		
4.	Land required, depicting the land use pattern, construction plan & schedule of implantation to be signed by applicant and certified by Architect.		
5.	Three years projected cash flow ,depicting sources of inflows for the project ,to be signed by applicant and certified by CA.		
6.	Three Years (2010-11, 2011-12, 2012-13) audited balance sheet to be signed by applicant and certified by CA. Balance sheet of 2012-13 if not audited then unaudited balance sheet, duly certified by CA may be submitted.		
7.	Financial statement of turnover of 2010-11, 2011-12 and 2012-13 to be signed by applicant and certified by CA (Annexure-3).		
8.	Financial statement of Net worth as on 31.03.2013 to be signed by applicant and certified by CA (Annexure-4)		
9.	Liquidity certificate from any nationalized /schedule Bank (Annexure-5). Photo copy of listed company's shares / NSG/ Bonds /FDR are also be attached. In case of loan from friends/relative, documentary evidence of available fund of the friends/relatives subject to maximum of 25% of promoter's contribution.		
10.	Photocopy of certificate of incorporation/ registration, memorandum & article of the company or partnership deed (to be signed by applicant and certified by CA).		
11.	Affidavit of the applicant certifying that all the statements made in application/ annexure true and correct (Annexure -6)		
12.	In case of consortium /joint venture ,MOU duly attested by notary (Annexure-7)		

Refund A/C Details ( in case of unsuccessful applicants):

Name of Bank and Branch.....  
Bank Account Number.....  
Date and Place.....  
Address of Applicant.....  
Phone No:.....Fax No.....  
Email – id.....

**Signature of Authorised signatory**

**Stamp of applicant with name And Status/designation**

**Signature duly attested by Bank Manager**



**SPECIAL TEREMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOT****A-1 HOW TO APPLY**

1. The prescribed Application form for allotment of plots of different sizes(size 2100 sqm. and above only) can be obtained from the following banks on payment of Rs. 1100/-

<i>S.No</i>	<i>Name of Bank</i>	<i>Address of the Bank/Branch</i>	<i>Bank Code</i>
1	Punjab National Bank	* Gurudwara Road, Karol Bagh, New Delhi * D-1/1, Rana Pratap Bagh, Delhi-07 * C-13, Sector-1, Noida * H-1A/ 11 SECTOR- 63, Noida	01
2.	State Bank of India	* Lagerstroemia Shopping Complex, Institutional Area, Greater Noida * H-4, Sector-11, Noida	02
3	Bank of Baroda	* Shopping Complex, P-2, Gamma-II, Greater Noida	03
4	HDFC Bank	* G-28/29, Sector-18, Noida * Alpha Commercial Belt, Greater Noida	04
5	ICICI Bank	* Commercial Complex, P-2, Sector-Omega-I, Greater Noida	05
6	Axis Bank	* K-21 & K-22, Sector-18, Noida * 29, CC Basant Lok Complex, Vasant Vihar, New Delhi	06
7	Indian Bank	* Gamma Shopping Complex, Jagat Farm, Greater Noida	07

- 2 Applications are invited for allotment of Industrial plots larger than 2100 Sqm in various sectors of industrial land use of the Yamuna Expressway Area. Details of available plots are to be displayed on notice board of the Authority from time to time and also available on the website of the Authority [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com).
3. 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 Fees of Rs.25000/- and Registration Money (equivalent to 5% of total premium of the plot area) refundable or adjustable should be deposited in favour of "Yamuna Expressway Industrial Development Authority" Rs.1100/- would also be deposited in addition to registration money and processing fee, in case application form is downloaded from website ([www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com)). The Registration Amount and Processing fee as stated above would be deposited through bank draft payable at any scheduled bank of New Delhi/Noida/Greater Noida. ( Registration Amount, If required may be ascertained in person from Industrial Department of the Yamuna Expressway Industrial Development Authority).
4. The rate of allotment is enclosed in Appendix-2. These rates are valid till 31.03.2014. The allotment shall be made at the rate applicable on the date of the allotment.
5. Revised rate shall be payable by the allottee(s) in case the Authority makes any revision/ change in the rate of industrial allotment. If acquisition cost/ compensation /ex-gratia is increased by the court or by State Government or by the Authority, then the allottee shall bear the proportionate increased cost of acquisition.
6. Acquisition of land is under process of acquisition.

**A-2 WHO CAN APPLY**

1. Any individual, firm either proprietor or partnership firm/proposed partnership including limited liability partnership firm, Company either private/proposed Private Limited Company or public limited can submit application form for one or more than one plot.
2. The applicant should be competent to contract.
3. A separate application form shall be submitted for each plot.
4. Incomplete application shall be summarily rejected.
5. Any change in the name of the intending applicant will not allowed in any circumstances.
6. In case of applicant have formed a consortium:
- I. Members of the consortium will have to specify one "Lead Member", who alone shall be authorized to correspond with the Yamuna Expressway Industrial Development Authority. Lead member should be the single largest shareholder holding at least 26% of the share amongst the relevant members.



- ii. Each member of the consortium with equity stake of at least 10% will be considered as the "relevant members."
- iii. The member shall submit a Notarised Memorandum of Understanding (MOU) (Annexure-7) conveying their intent to jointly apply for the allotment of Industrial Plot, and in case the plot is allotted to them, to form a "Special Purpose Company" (SPC), that will subsequently be carrying out all the responsibilities of the allottee.
- iv. The MOU shall clearly define the role and responsibilities of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. The MOU should state that all members shall be jointly and severally responsible for the successful implementation of the Project.
- v. The execution of the lease deed will be made in favour of the SPC, which should be a registered firm or an incorporated company. The members of the consortium shall have to retain their respective shares as per MOU till the completion of the project. However, in the exceptional circumstances, the change in consortium shareholding structure may be permitted by YEIDA, but the status of the "Lead Member" shall remain unchanged in all circumstances till the completion of project.

#### **A-3 PROCEDURE FOR ALLOTMENT**

- (i). The application along with the requisite documents will be screened by a "Screening Committee". The incomplete application / without requisite documents will not be recommended for interview of the applicant. However, the applicant whose application is submitted with complete information and requisite documents will have to appear before plot allotment committee for interview on prescribed date and time for examining the viability of the project.
- (ii). The allotment of plot is subject to the recommendation of "Plot Allotment Committee/Screening Committee" after interview of the applicant.
- (iii). Successful applicants will be issued reservation letter after the approval of the chief Executive Officer (CEO) of the Authority.
- (iv). Unsuccessful applicants will be informed along with a refund of the registration amount deposited.
- (v). On the approval of the CEO, allotment letters will be issued within a month of such approval, by the General Manager/Manager (Industries) with the condition that the allottee will submit an under-taking at the time of execution of lease Deed on non-judicial stamp paper of Rs. 10/- as under-
  - a) Unit product does not come under pollution category.
  - b) NOC from U.P. Pollution Control Board & SSI Certificate from concerned department of Uttar Pradesh Government will be submitted before obtaining the functional certificate from YEIDA
  - c) In case of violation of above directions, YEIDA will be free to take any decision.

#### **A-4 MODE OF PAYMENT AND PAYMENT PLAN**

1. The successful applicants shall be required to pay 10% of the total premium after adjusting registration money of the plot within 30 days from the issue of reservation letter. After conforming the receipt of 10% amount as mentioned above and after the land has been acquired and possession taken by the YEA, the formal allotment letter will be issued. Successful applicant/ allottee on issue of formal allotment letter shall be required to pay additional 20% of the total premium within 60 days of issue of allotment letter as allotment money without interest. The allotment would stand cancelled in case of non-payment of the allotment money within the stipulated time.
2. No time extension is permitted to deposit the allotment money. However, under special circumstances, the Chief Executive Officer, or the officer authorized by him, if deems fit, can grant a maximum of 120 days extension to deposit in allotment money. In such cases, the allottee will have to pay interest @ 15% compounded half yearly for such extended period.
3. The balance 70% of the total premium shall be payable in 16 equal half yearly instalments with interest @ 12% p.a. In case of default in depositing instalment or any payment, interest @ 15% compounded half yearly shall be levied for the defaulted period on the defaulted amount.
4. Normally Extension for depositing instalment money shall not ordinarily be allowed. However in exceptional circumstances the time for the payment of balance due amount of instalments may be extended by the Chief Executive Office or the lessor or his/.her authorized representative at his/her discretion. In such cases of time extension interest @15% p.a. compounded half yearly shall be charged on the outstanding amount for such extended period.
5. The pre-payment in whole is allowed. Part Payment is not allowed. No rebate shall be allowable in case of pre-payment. In case the allottee opts to pay the balance of the premium in a Lump sum, interest on the balance premium up to the date of deposit shall not be chargeable.
6. All payment should be remitted by the due dates. In case the due date is a bank holiday then the allottee /lessee shall ensure remittance on the next working day.



7. All payment should be made through demand draft drawn in favour of 'Yamuna Expressway Industrial Development Authority' and payable on any designated scheduled bank located in Delhi/ new Delhi/ Noida /Greater Noida with intimation to the authority.
8. The payment made by allottee /lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the lease rent payable and the premium/installments due..
9. Lease rent shall be paid in accordance with clause A-5 of the brochure.
10. In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 60 days from the date of communication of allotment of the said additional land.

**NOTE :-** For the purpose of this document the date of issue of allotment letter shall be reckoned as date of allotment.

#### **A-5 LEASE RENT**

In addition to the premium of plot, lease rent shall be chargeable from the date of execution of lease deed @ 2.5% of the total premium p.a. and shall be payable in advance. In case of default in payment of lease rent, defaulted interest rate 15% shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced 1.5 times (50%) on expiry of every 10 years.

The allottee shall have an option to pay a lump sum amount equivalent to 11 times of the annual lease rent i.e. 27.5 % of total premium before the due date for execution of lease deed as a One Time Lease Rent.

**NOTE:-** If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he can subsequently exercise his option to pay one time lease rent indicated above.

#### **A-6 EXECUTION OF LEASE DEED AND POSSESSION**

1. The allottee would be required to execute the lease deed and get the same registered within 60 days from the date of issuance of the check list. In case the allottee fails to get the lease deed registered within 60 days from the date of issuance of the check list, an extension of 6 months can be granted on payment of a penalty equal to 3% of the total premium of the plot on the day to day basis. Thereafter next 6 half yearly time extension with penalty of 4% the total premium can be given in the exceptional circumstances by the Chief Executive Officer or any Officer authorised by CEO. Thereafter allotment of plot will be cancelled.
2. Allottee shall be required to take physical possession of the industrial property (ies) within 30 days from the date of execution of legal documents. If the allottee fails to take the possession within the stipulated time, the possession of the leased property even if taken later on would be deemed to be with the lessee with effect from the due date of possession i.e. 30 days from the date of Registration of Lease Deed.
3. The above time extensions for execution of lease deed will not affect the stipulated time for the functionality of unit. The allottee will have to pay additional penalty for making unit functional in case of any such delay.

#### **A-7 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.

#### **A-8 COST OF STAMP DUTY**

The stamp duty, Registration charges and all legal expenses involved in the execution and registration of lease deed as stated above and all incidental expenses shall be borne by the allottee. The rate of stamp duty is applicable as per the notification issued by the state government from time to time. The allottee /transferee shall also pay the duty on transfer of immovable property levied by the authority from time to time.

As per provision of Government Notification No.3066/11-5-2009-500(100)2006 dated 12.06.2009 allottee has to execute an Agreement to Lease and get it registered with Sub-Registrar, Gautam Budh Nagar within six months from the date of allotment otherwise allottee shall have to pay stamp duty at circle rate at the time of execution / registration of Lease Deed. The copy of the Government Notification can be seen in the office of the Sub-Registrar, Greater Noida.

#### **A-9 LOCATION CHARGES**

The location charges shall be payable by the allottee/ lessee @5% of the total premium before execution of the lease deed in lump sum, in case the allotted plot is located on 45 mtr or above size roads.

#### **A-10 CONSTRUCTION**

The lessee/allottee shall start construction of the boundary wall as well as the building of the industrial unit only in accordance with the relevant Building Regulations as well as any specific directions that may be issued by the lessor from time to time.



#### **A-11 COMPLETION**

After construction of building as per building regulation, the allottee is required to take completion certificate within 48 month from the due date of lease deed.

#### **A-12 FUNCTIONAL**

It will be essential for the units to first obtain completion certificate and also obtain the functional within 48 months from the due date of lease deed. If the unit has not obtained completion certificate and become the unit functional within 48 months, then unit must submit a written request for extension of the period.

The time extension for obtaining functional certificate may be allowed on the following conditions:-

1. One year's extension can be granted on the payment of a penalty equal to 4% of the total premium with the approval of the Manager (Industrial).
2. In case the unit is not made functional even after above extension, the unit has to apply for a second extensions with adequate explanations of the grounds of delay .A further extension of a maximum of one year can be granted by the additional CEO on the payment of penalty of 1% per month of the current rate if the special circumstances are found convincing.
3. No extension will granted after the above stated extensions and the allotment will be cancelled.

#### **VERIFICATION**

I/We ..... have gone through the above terms and conditions and also the terms and condition enumerated under heading "General terms and condition for allotment of industrial plot and agrees to abide and hereby duly signed as a token of acceptance of the terms and conditions of the industrial plot scheme.

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.

**Signature of authorised signatory**

**Stamp of applicant with name**

**And status /designation**

**Signature duly attested by Bank Manager**



**Rate List of Industrial Allotment**  
(For Financial Year 2013-2014)

<i>S. NO.</i>	<i>Category</i>	<i>Land Rate (Per sqm.)</i>
<b>1.</b>	<b>INDUSTRIAL</b>	
(I)	Upto 4000 Sqm.	Rs.5500/-
(ii)	Addl. To 4000 sqm. To 20000 sqm.	Rs.4950/-
(iii)	Addl. To 20000 sqm. To 60000 sqm	Rs.4400/-
(iv)	Over and Above 60000 sqm.	Rs.3840/-

**Valid till – 31.03.2014**

- These rates are valid till 31.03.2014. The allotment shall be made at the rate applicable on the date of the allotment.
- Revised rate shall be payable by the allottee(s) in case the Authority makes any revision/ change in the rate of industrial allotment. If acquisition cost/ compensation /ex-gratia is increased by the court or by State Government or by the Authority, then the allottee shall bear the proportionate increased cost of acquisition.



**FINANCIAL STATEMENT OF TURNOVER**

S. No.	Description	2010-11 (as per audited balance sheet)	2011-12 (as per audited balance sheet)	2012-13 (as per un-audited balance sheet)
<b>1.</b>	<b>Turnover of</b>			
a)	Sole applicant			
b)	Its holding company			
c)	Its subsidiary companies			
	<b>Total (a+b+c)</b>			
<b>2.</b>	<b>Turnover of</b>			
a)	Leader of Joint Venture /Consortium			
b)	Relevant members of the Joint Venture/Consortium			
c)	Holding Companies of Leader / Relevant members			
d)	Subsidiaries of Leader/Relevant members			
	<b>Total (a+b+c)</b>			

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

**Certificate of Statutory Auditors/Chartered Accountant**

Based on the Audited balance sheet 2010-2011 and 2011-12 and un-audited 2012-13 & other relevant documents, we, M/s....., the Statutory Auditors and /or Chartered Accountants for M/s ..... (Individual, firm either Proprietor or Partnership, Company either Private or Public Limited) having turnover Rs. .... certify that the above information is correct.

Signature & Seal of Statutory Auditors/ Chartered Accountant

Membership No.....



**FINANCIAL STATEMENT OF NET WORTH**

S. No.	Description	Amount in crore Rupees	Remarks
1.	<b>Net worth as on 31-3-2013</b>		
a)	Sole applicant		
b)	Its holding company		
c)	Its subsidiary companies		
	<b>Total (a+b+c)</b>		
2.	<b>Net worth as on 31-3-2013</b>		
a)	Leader of Joint Venture/Consortium		
b)	Relevant members of the Joint Venture /Consortium		
c)	Holding Companies of Leader/Relevant members		
d)	Subsidiaries of Leader/Relevant members		
	<b>Total (a+b+c)</b>		

Signature of Authorised signatory

Stamp of applicant with name

And Status/designation

Signature duly attested by Bank Manager

**Certificate of Statutory Auditors/Chartered Accountant**

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

Signature &amp; Seal of Statutory Auditors/ Chartered Accountant

Membership No.....



**LIQUIDITY CERTIFICATE**

This is to certify that M/s.....  
maintaining Current Account/Saving Bank Account/FDR/Order 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 individual to be submitted.
2. Liquidity certificate should not be more than six months old from the date of submission of application.



**FORMAT FOR AFFIDAVIT**

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

**Ref:- Application of industrial plot in Yamuna Industrial Development Area.**

- 1. I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexure & 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 binding/submitted 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 YEIDA to verify this statement or regarding my (our) competence and general reputation.**

**Signature of Authorised signatory**

**Stamp of applicant with name**

**And Status/designation**

**Signature duly attested by Bank Manager**



**FORMAT FOR MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE/CONSORTIUM**

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

The Memorandum of Understanding (MOU) entered into this.....  
 day of.....2013.....at.....

Among.....(hereinafter referred as \_\_\_\_\_)  
 and having office at .....India **party**  
**of first part.**

And.....(hereinafter referred as \_\_\_\_\_)  
 and having office at .....India **party**  
**of second part**

And.....(hereinafter referred as \_\_\_\_\_)  
 and having office at .....India **party**  
**of third part**

And.....(hereinafter referred as \_\_\_\_\_)  
 and having office at .....India **party**  
**of fourth part**

The parties are individually referred to **Party** and collectively as **parties**.

WHEREAS the Yamuna industrial Development authority has invited application from interested parties for Industrial plot(s).

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

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

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

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

..... (party of the first part)	..... (party of the second part)	..... (party of the third part)	..... (party of the fourth part)
------------------------------------	-------------------------------------	------------------------------------	-------------------------------------

**Witness:****1.****2.**