

Come to Yamuna Expressway... For the key to your INDUSTRIAL GROWTH

YAMUNA EXPRESSIVAY INDUSTRIAL DEVELOPMENT AUTHORITY

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/-

1313

Form No.

 n	_

APPLICANT 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-

- dated a) Bank Draft No. for Rs. drawn on towards the registration money (5% of total Premium).
- dt. for Rs 25000/- Drawn on b) Bank Draft No.

Actof

towards non refundable /non adjustable

processing fees.

c) 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 Government

of India / State Government i.e

d) 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.

e) The following documents duly signed by applicant and certified by C.A./Architect are enclosed.

SI. No.	Description	Enclosed "Yes" not Enclosed "No"	At Page No.
1.	Project Report (to be signed by applicant and certified by CA)		1
2.	Background of the promoters	0	
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.	- Marya	
5. '	Three years projected cash flow ,depicting sources of inflows for the project ,to be signed by applicant and certified by CA.	enetti və mə d	2
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.	n d aneren 1940 - Aneren 1940 - Aneren 1940 - Aneren 1940 - Aneren	a san i san ang
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)		ana do
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.		an antipa
10.	Photocopy of certificate of incorporation/ registration, memorandum & article of the company or partnership deed (to be signed by applicant and certified by CA).	n huriona ini. Uli antresen	ita Trensidea Legendromente Milantena
11.	Affidavit of the applicant certifying that all the statements made in application/ annexure true and correct (Annexure -6)	e combina a a	e dent and
12.	In case of consortium /joint venture ,MOU duly attested by notary (Annexure-7)	ingen generalisen der	

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 C_{i}

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/-

S.No	Name of Bank	Address of the Bank/Branch	Bank Code
1	Punjab National Bank	 * Gurudwara Road, Karol Bagh, New Delhi * D-1/1, Rana Pratap Bagh, Delhi-07 * C-13, Sector-1, Noida 	er o de la compañía d Transferencia de la compañía de la co
		* 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.
 - 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). 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 CANAPPLY

- 1. Any individual, firm either proprietor or partnership firm/proposed partnership including limited liability partnership firm, Company either private/proposed Private Limited Companyor 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:
- 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.

- Each member of the consortium with equity stake of at least 10% will be considered as the "relevant ii. members.
- 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 iii. a "Special Purpose Company" (SPC), that will subsequently be carrying out all the responsibilities of the allottee.
- The MOU shall clearly define the role and responsibilities of each member in the consortium, particularly iv. with regard to arranging debt and equity for the project and its implementation. The MOU should state that all members shall be jointly and severely responsible for the successful implementation of the Project.
- 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 V. 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-
- Unit product does not come under pollution category. a)
- NOC from U.P. Pollution Control Board & SSI Certificate from concerned department of Uttar Pradesh b) Government will be submitted before obtaining the functional certificate from YEIDA
- In case of violation of above directions, YEIDA will be free to take any decision. c)

A-4 MODE OF PAYMENT AND PAYMENT PLAN

- The successful applicants shall be required to pay 10% of the total premium after adjusting registration 1. 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.
- No time extension is permitted to deposit the allotment money. However, under special circumstances, the 2. 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.
- The balance 70% of the total premium shall be payable in 16 equal half yearly instalments with interest @ 3. 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.
- Normally Extension for depositing instalment money shall not ordinarily be allowed. However in 4 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.
- The pre-payment in whole is allowed. Part Payment is not allowed. No rebate shall be allowable in case of 5. 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.
- All payment should be remitted by the due dates. In case the due date is a bank holiday then the allottee 6. /lessee shall ensure remittance on the next working day.

- 7. All payment should be made though 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/instalments 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 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 time 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 month can be granted on payment of a penalty equal to 3% of the total premium of the plot on the day to day basis. There after 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. There after 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

Appendix-2

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

S. NO.	Category	Land Rate (Per sqm.)	
1.	INDUSTRIAL	3101	
(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.

Annexure-3

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

FINANCIAL STATEMENT OF TURNOVER

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

Certificate of Statutory Auditors/Chartered Accountant

Signature & Seal of Statutory Auditors/ Chartered Accountant

Membership No.....

Annexure-4

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

FINANCIAL STATEMENT OF NET WORTH

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
either Private or Public Limited) having turnover Rupees

Signature & 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 them 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/Snor 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 the day of	
Among and having office at of first part.	(hereinafter referred as) India party
And and having office at of second part	(hereinafter referred as) India party
And and having office at of third part	(hereinafter referred as) 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.
- 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.
- 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.	

GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF INDUSTRIAL PLOTS

B-1 AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation. If the variation is within 10% limits, no change in location or surrender shall be allowed. However, if such variation is more than 10% allottee shall have the option of surrendering the allottment and take back entire money deposited by him/her without any interest.

B-2 UNSUCCESSFUL APPLICANTS

The Registration money of the unsuccessful applicants will be returned within six month without interest after rejection of application.

B-3 SURRENDER

The allottee can surrender the industrial plot in favour of YEIDA before cancellation-

- i) The request for surrender should contain signature of bonafide allottee/lessee. In case of incorporated company the request should be supported by the certified copy of the Resolution of Board of Directors.
- The allottee has execute surrender deed, if lease deed/transfer deed has been executed and all the original legal documents are to be surrendered unconditionally in industries Department of the Authority.
- iii) The entire deposit(s) made to the YEIDA, after deducting Rs. 20000/-, would be refunded by YEIDA, without any interest, in case of lease deed is not executed or/ and possession not taken. However in cases, where legal documents have been executed and/or possession of the industrial plot has been taken over, then all the deposits made under revenue heads(excluding interest against the premium) would be forfeited along with the due lease rent till the date of dispossession of the industrial premises and Rs. 20000/- would also be deducted from the deposit against premium.

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

B-4 CHANGE IN CONSTITUTION

Change in constitution may be allowed by the DCEO/ACEO or its authorized officer completion of required formalities as decided by the lessor from time to time.

An application to DCEO/General Manager(Industries) has to be made for a change in constitutions.

With changes in constitutions, ownership rights should not be changed, otherwise provisions of transfer will be applicable.

Ownership rights means original allottee/allottees should possess a minimum 51% shares.

If it is observed that the change of ownership rights is made through a change in constitution before the unit has become functional, such a change/ transfer will be considered void and the allotment will be cancelled.

After making the unit functional, such a change in constitution may be permitted on depositing 5% of premium at the current rate proportionately.

Permission for the change of constitution will be granted by Additional CEO/DCEO or any authorized officer by the CEO

(A) PROPRIETORSHIP TO PARTNERSHIP

Change in constitution from proprietorship to partnership is to be allowed after complying with following conditions-

A certified copy of the partnership deed and form A and B issued by the Registrar of Firms should be submitted along with a requested for a change in constitution. Apart from above the affidavit of relationship of the new incumbent has to be given.

(B) CHANGE OF PARTNER PARTNERSHIP DEED

A certified copy of the dissolution deed, new partnership deed, retirement-cum-partnership deed, as applicable will be submitted with form A, B and C or revised Form-A issued by the Registrar of Firms along with an affidavit showing the relation among partner are required to be submitted along with a request to change the partner or partnership deed.

(C) TRANSFER OF UNIT IN PVT. LTD./LTD. COMPANY

Copies of the Articles and Memorandum of Association, certificate of Incorporation, list of shareholders/director duly certified by a CA, form 32 duly acknowledge by the R.O.C., and Board Resolution duly signed by the company president, are required to be submitted along with the request for a change by the current allottee.

B-5 CHANGE/ADDITION OF PRODUCT

a) On submission of the application along with the project report, new product change/addition of product can

be allowed.

b) Change of products will be allowed only for the products not classified in the negative list of the Authority.

c) Permission for the change of product will be granted by Additional CEO/DCEO or any authorized officer by the CEO

DECLARING UNIT FUNCTIONAL B-6

Industrial Units will be declared functional after submitting the documents listed below. The authority for declaring a unit functional is vested with Additional CEO/DCEO or any authorized officer by the CEO

- Attested copies of PMT / SSI registration / Central Excise Department certificate (with date of commencement of production) / Trade Tax Exemption Order / Trade Tax Assessment Order.
- Affidavit of the building completion certificate, stating that minimum percentage of total FAR to be constructed out of total permitted covered area of the unit, has been constructed, and fire and other NOCs ii have been obtained from the relevant competent authorities.
- iii Lease deed / transfer sale deed, whichever is applicable, has been executed.
- iv No dues certificate from the Concerned Authority.
- v. Besides the above, additional documents can also be presented:
- · ESI registration certificate,
- PF registration,
- Registration under the Factories Act
- Electricity consumption bills
- Telephone bills
- Bank statement
- Any other documents in support of their claim

vi The date of commencement of production indicated in PMT/SSI Registration Certificate issued by central Excise Department. /Trade Tax Assessment order would be deemed as date of production and extension charges, if applicable, would be payable only till this date irrespective of the date of submission of the documents and/or declaration of unit as functional by the Concerned Authority.

Note:- In the absence of the above documents, in special cases, a committee comprising of the ACEO/DCEO/General Manager (Industries), General Manager (Planning) and General Manager (Projects) will inspect the unit so that the date of commencement of the functioning of the unit can be decided.

EARLY-PRODUCTION INCENTIVE B-7

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:

i. The unit has to start production within two years of the date of allotment.

- ii. A minimum percentage of total FAR out of permitted covered area of the allotted plot has to be constructed.
- iii. The unit has to apply for production incentives within 6 months of the date of commencement of production.
- Delayed applications will be liable for penalty as under:

For applications received with one month's delay: Rs. 1/- per sqm.

For applications received with two months' delay: Rs. 2/- per sqm.

For applications received with three months' delay: Rs. 3/- per sqm.

Applications received after nine months will not be entertained. The early-production incentive amount will be adjusted against the last instalment of the premium due.

In case full payment has already been made, the incentive amount will be paid by cheque.

MAINTENANCE B-8

- 1. That the lessee will keep the demised premises and buildings:
- (i). At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.
- (ii). And the available facilities as well as the surroundings be neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
- 2. That the lessee shall abide by all Regulations, Building Bye Laws and Directions of the Authority framed/issued under section 8,9 and 10 or under any provision of the U.P. Industrial Area Development Act 1976 and rules made therein.
- 3. In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and / or expedient.
- 4. If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses incurred in carrying out such works will be borne by the allottee. The expenses calculated by the Authority shall be final and binding on the
- lessee. 5. That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.

- 6. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.
- 7. The allottee at his own expense will take Maintenance of Patri alongside its premises.

B-9 MORTGAGE

The allottee / lessee may, with the prior written permission of the lessor, mortgage the land/building to any Government recognised institution for raising loan for the purpose of funding the industrial unit, after execution of lease deed, and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged or charged property by the mortgagee, the lessor shall be entitled to claim and recover such percentage as may be decided by the lessor, which shall not be more than 50% of unearned increase in the value of the plot/premises as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.

Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor which shall not be more than 50% of unearned increase in the value of the plot/premises. The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency / court.

In the event permission to mortgage is granted, the Authority shall always have first charge over the property in respect of the dues payable to the Authority. Mortgage, if created by the lessee without prior written permission of the Authority shall not be valid or operative against the dues of the Authority This charge shall be a charge within the meaning of the Transfer of Property Act.

B-10 TRANSFER OF PLOT

Subject to the following conditions an allottee/lessee will be allowed to sell / transfer a unit located on a plot allotted by the Concerned Authority to any other person who is eligible to apply as mentioned given above-(a) Transfer shall be permitted only after the unit has been declared functional by the Concerned Authority.

- (b) The cases, where cancellation has been effected or are in process, are not eligible for transfer.
- (c) Only bonafide lessee(s) / transferee(s) may be permitted to transfer an industrial unit / plot allotted to him, abinitio and/or under expansion category.
- (d) More than one Industrial property (ies) allotted as one allotment can also be transferred individually to different transferee(s).
- (e) Application for transfer shall be received on the prescribed Transfer Application Form available from the Industrial Department of the Concerned Authority, along with the transfer processing fee as decided by CEO or the Authorised Officer of the Concerned Authority, from time to time.
- (f) The Transfer Application form should be duly filled along with the NOC.s from various departments i.e. Project division, No dues from the Industrial Department, UPPCL / last paid electricity bill and General Manager, DIC, Gautam Budh Nagar (In case all original as well as subsequent legal documents are submitted, then NOC from Bank / Financial Institution is required).
- (g) 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 authorized the signatory for moving the transfer application should also be submitted with application.
- (h) Both transfer and transferee must be competent to contract on the date of transfer application.
- (i) Allottee can transfer the allotted plot for industrial production / industrial facility permitted to set up as per Annexure "D" in Yamuna Expressway Industrial Development Area only and not for any other product/purposes.
- (j) Transfer of partial area of plot shall not be considered.
- (k) For transfer of industrial plot, transfer charges @ 5% of the rate prevailing at the time of submission of transfer paper of allotment in that area, is chargeable for granting permission of transfer.

B-11 **PROVISION FOR RENTING UNITS**

No renting permission shall be given by the CEO or any officer authorised by the CEO, Yamuna Expressway Industrial Development Authority in the allotted premises before the unit is formally declared functional, Thereafter, the CEO or any officer authorised by the CEO may considered such application as per prevailing policy of the Authority as applicable on the date of receipt of such application

MISUSE, ADDITIONS, ALTERATIONS ETC. B-12

The allottee / lessee shall not, use the land for any purpose other than that for which it was allotted / leased. The lessee / allottee shall not be entitled to divide the plot or amalgamate it with any other plot without the prior written permission of the CEO or any officer authorized to do so by the CEO. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon any shall be resumed.

B-13 LIABILITY TO PAY TAXES

- The allottee / lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every description
 imposed by the Authority or any authority empowered in this behalf, at present or in future in respect of the
 plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.
- The allottee, at his own expense, will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent authority in this regard.

B-14 OVERRIDING POWER OVER DORMANT PROPERTIES

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

B-15 CANCELLATION

In addition to the other specific clauses relating to cancellation the Authority / Lessor as the case may be shall be free to exercise its rights of cancellation of lease/allotment in the case of:

- 1. Allotment being obtained through misrepresentations/ suppression of material facts.
- 2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
- 3. Default on the part of the applicant allottee/lessee for breach/violation of terms and conditions of registration/allotment/Instalment/lease and /or non deposit of Reservation

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Authority / lessor with structure thereon, if any, and the allottee / lessee will have no right to claim compensation thereof in the event of cancellation, under sub-clause (2) or (3) above, 20% of the total premium or the amount deposited upto the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

B-16 RESTORATION

The Authority can exercise cancellation of industrial plot for breach of terms and conditions of allotment/lease deed. However, the CEO or any other officer authorized by him can restore the plot. The restoration will be subject to the following conditions :-

- (a) if the application for restoration has been made within a period of three years from date of cancellation then the restoration may be permitted at the level of the Chief Executive Officer or any officer authorised in this behalf.
- (b) After 3 years but before expiry of five years from the date of cancellation all the restoration matters will be put up before the Board of the Authority.
- (c) No application for restoration shall be entertained after five years from the date of cancellation.
- (d). The policy regarding restoration is liable to be changed from time to time as per decisions taken by the Authority.
- (e) The allottee will have to make upto date payments, dues, penalties & interest etc. as applicable.
- (f) The allottee will have to pay the time extension charges as per the terms and conditions of the lease deed.
- (g) The restoration charges will have to be paid @ 10% of the total premium of the plot at current rate calculated on the date on making of the application for restoration received at the office of Yamuna Expressway Industrial Development Authority, unless on the date of receipt of application for restoration, a proposal for revision of the rates of allotment has already been submitted for approval of the competent authority.
- (h) The allottee will have to submit an affidavit to the effect that it shall implement the project within one year and that it is aware that no further extension shall be granted.
- (i) The allottee will have to submit Bank Guarantee in the form of Performance Guarantee of an amount equivalent to 10% of the total premium of the plot on the current rate for duration of 3 months excess to the Project Implementation Schedule. If the allottee does not follow the Project Implementation Schedule, the Bank Guarantee will be forfeited in favour of the Authority and the plot will be cancelled.
- (j) Transfer of such restored plot/lease will not be allowed before making it functional, However the Change in Constitution permitted in bye laws of Authority by without payment of charges, shall be permissible only in favour of direct blood relations and spouse.
- (k) If the allottee has filed a case in the court of law against cancellation, then he will have to withdraw the case and will have to pay back the expenses incurred by the Authority in the fighting the case.
- (1) If cancellation has been done because of the mix uses or carrying on of an activity other than for which the allotment has been made then the application for restoration can be considered only after the site report for closure of the such non conforming activity and on submission of an affidavit for not performing such unallowed activities in future.

B-17 AMALGAMATION

Amalgamation of adjoining plots may be considered on the conditions as decided by the Authority from time to time as per applicable policy of the Authority on the date of making the application for amalgamation. Sub division is not allowed under any circumstances.

B-18 OTHER CLAUSES

- (i) The Authority (lessor) reserves the right to make such decision/ alterations/ modification in the terms and conditions of registration/allotment/lease from time to time, as lessor may consider just or expedient.
- (ii) In case of any clarification or interpretation regarding these terms and conditions the decision of the lessor shall be final and binding on the applicant/allottee/lessee.
- (iii) If due to any "force-majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of allotted plot, entire registration money or the deposits, depending on stage
 (iv) The registration (allotment).
- (iv) The registration/allotment/lease will be governed by the provision of the U.P. Industrial Area Development Act 1976 (U.P. Act no. 6 of 1976) and rules and/or regulations made or directions issued, under this Act.
 (v) The authority will monitor the implementation of the unit of the unit of the unit.
- (v) The authority will monitor the implementation of the project. Those applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
 (vi) All arrears due to the lessor shall constitute a characteristic to a state of the transformation.
- (vi) All arrears due to the lessor shall constitute a charge over the allotment property and shall be recoverable as arrears of land revenue.
 (vii) Any dispute between the A. d. in the
- (vii)Any dispute between the Authority / Lessor and Allottee / Lessee/ Sub-lessee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the Hon'ble High Court at Allahabad, and no other court.

B-19 AVAILABILITY OF PLOTS FOR ALLOTMENT

Details of available plots are to be displayed on the notice board of the authority from time to time and is also available on the website of the authority. Number of plots may increase or decrease depending on the availability of land. CEO reserves the right to withdraw any plot for the allotment process at any time, without assigning any reason.

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ANNEXURE-D

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

Name of the Project S.No.

- Agarbatti and Similar Products 1.
- Agriculture appliances and implements 2.
- Agriculture equipments repairing 3.
- Air conditioner(s)& its parts 4.
- Aluminium doors/windows/fittings/furniture 5.
- Aluminium-wares, moulds of cakesand pastry 6.
- Assembly and repair of cycles 7.
- Assembly and repairs of electrical gadgets 8.
- Assembly and repair of sewing machines 9.
- 10. Atta chakki and spices and dal grinding
- 11. Attaché, Suitcases Brief cases & bags
- 12. Auto Parts
- 13. Auto Mobile service/repairdenting/painting Workshop only on plot area of 400 sq. mtr. & above
- 14. Batik works
- Battery charging
 Belts and buckles
- 17. Biscuit, pappy, cakes, & cookies making
- 18. Block making and photo enlarging
- 19 Brass fitting
- 20. Bread & Bakeries
- 21. Brushes & Brooms
- 22. Buckets
- 23. Builder hardware
- 24. Bulbs (battery)
- 25. Buttons clips & hooks
- 26. Button making, fixing of buttons & hooks
- 27. Calico and Textile products
- 28. Candies, Sweets, Rasmalai etc.
- 29. Candles
- 30. Cane and Bamboo products
- 31. Canvas Bags & Hold-all makings
- 32. Cardboard Boxes
- 33. Carpentry
- 34. Terrazzo tiles, paving, jallies of Cement
- 35. Assembly of Centrifugal pumps & small
- turbines
- 36. Citrus fruit concentrate
- 37. Clay modelling
- 38. Cold storage & refrigeration
- 39 Collapsible gates railing & grill
- 40. Conduit pipes
- 41. Confectionery candies and sweet
- 42. Copper and brass Art wares
- 43. Copper Metal parts
- 44. Copper-ware and utensils
- 45. Cordage, rope and twine making
- 46. Cotton and silkscreen printing
- 47. Cotton ginning
 48. Cotton/silk Printing (By Hand)
 49. Crayons
- 50. Cutlery
- 51. Cycle chain
 52. Cycle locks
 53. Dal milling

- 54. Data Processing Centers

- 55. Decorative goods
- 56. Dehydrated vegetables
- 57. Diamond cutting and polishing work
- 58. Dies for plastic mouldings
- 59. Door shutters and windows
- 60. Drugs and Medicines
- 61. Dyeing, bleaching, finishing processing cloth (including mercerizing, calendaring, glazing etc.)
- 62. Elastic products.
- 63. Electric fans
- 64. Electric fittings (switch, plug, pin etc.)
- 65. Electric lamp shades, fixtures
- 66. Electric Motor and parts
- 67. Electric Press assembling
- 68. Electric appliances (room heaters, lamps etc.)
- 69. Electrical motors, transformers and generators
- 70. Electronic goods manufacturing
- 71. Embroidery
- 72. Enamel ware
- 73. Engineering works
- 74. Expanded metals
- 75. Fabrication (like trusses and frames)
- 76. Fire fighting equipments
- 77. Flour mills
- 78. Fluorescent light fitting (including neon signs)
- 79. Fountain pen, Ball pen and felt pens
- 80. Footwear
- 81. Framing of pictures and mirrors
- 82. Fruit canning
- 83. Glass work (assembly type)
- 84. Gold and Silver Thread Kalabattu
- 85. Grading, waxing and polishing of fruits
- 86. Only Blending/Repacking of Grease & Oils
- 87. Hand Press
- 88. Helmets
- 89. Hats, caps turbans including embroideries
- 90. Hinges and Hardware
- 91. House hold/kitchen appliances
- 92. Hydraulic Press
- 93. Ice boxes and body of the coolers

98. Ink making for fountain pens

105. Khadi and Handlooms Products

99. Interlocking & buttoning

102. Juicer (only assembly)

108. Kulfi and confectionery 109. Lace work and like

100. Ivory Carving

103. Jute products 104. Key rings

106. Knife making

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101. Jewellery items

97. Industrial fasteners

- 94. Labels/ Stickers
 95. Ice-Cream
 96. Information Technology/IT Enabled Industries

107. Laboratory porcelain, dental porcelain work

- 110. Lamps and burners
- 111. Lantern. Torches and flash lights

112. Lathe machines

113. Laundry & dry-cleaning

114. Leather and rexine made ups.

- 115. Leather footwear
- 116. Leather Upholstery and other leather goods

117. Locks

- 118. Manufacturing of trunks and metal Boxes
- 119. Marble stone items
- 120. Metal containers
- 121. Metal letter cutting
- 122. Metal polishing
- 123. Milk creams separators and mixers
- 124. Milk testing equipments
- 125. Milling of pulses
- 126. Miscellaneous machines parts
- 127. Motor winding works
- 128. Musical instruments (including repairs)
- 129. Name plate making
- 130. Nuts/Bolts/Pulleys/Chains and gears Oil Stoves, Pressure Lamps and Accessories
- 131. Optical instruments
- 132. Ornamental leather goods like purses, handbags
- 133. P.V.C. Compound
- 134. P.V.C. Products
- 135. Padlock and pressed locks
- 136. Formulation only of paints & Thinners
- 137. Pan Masala
- 138. Paper products
- 139. Paper cutting machine
- 140. Paper making machine
- 141. Paper stationery items and book binding
- 142. Totally mechanized and automatic unit for pasteurized milk and its products
- 143. Perfumery and cosmetics
- 144. Photo Type Setting
- Photographs, Printing (including signboard painting)
- 146. Photostat and cyclostyling
- 147. Pickles, Chutneys and Murabba
- 148. Pith hat, garlands of flowers and pith
- 149. Plastic products
- 150. Polish work
- 151. Polishing of plastic parts
- 152. Polythene bags
- 153. Precision instruments of all kinds
- 154. Preparation of Vadi & Papad etc.
- 155. Pressure cookers
- 156. Printing, book binding embossing and photographs etc.
- 157. Processed fruit and vegetables products
- 158. Processing of condiments, spices, groundnuts and dal etc.
- 159. Rakhee making
- 160. Rail coupling parts
- 161. Readymade Garments
- 162. Repairs of small domestic appliances and gadgets (like room heater, room coolers, hot plates, lamps etc.)
- 163. Repair of watches and clocks
- 164. Rings and eyelets

- 165. Rolling shutters
- 166. Rubber products from mixed compound
- 167. Rubber stamps
 168. Safety pins
- 160. Sanitami as
- 169. Sanitary goods machining & fittings
- 170. Saree fall making
- 171. Scissors making 172. Screen printing
- 173. Screw & nails
- 174. Software, Hardware & Peripherals of Computer
- 175. Sheet metal works
- 176. Shoe making and repairing
- 177. Shoe laces
- 178. Silver foil making
- 179. Small electronic components
- 180. Small Machine & Machine tools
- 181. Spectacles optical frames
- 182. Spice grinding
- 183. Speedometers
- 184. Sports goods
- 185. Sprayers (hand and foot)
- 186. Stamp pads
- 187. Stapler pins
- 188.Stationery items (including educational and school drawing instruments)
- 189. Steel Almirahs
- 190. Steel Furniture's
- 191. Steel Lockers
- 192. Steel wire drawings
- 193. Steel wire products
- 194. Stone engraving
- Stove pipe, safety pins and aluminum buttons (by hand press)
- 196. Structural steel fabrications
- 197. Surgical bandage rolling and cutting
- 198. Surgical goods
- 199. Surgical instruments and equipments
- 200. T.V. Radio cassette, recorders etc.
- 201. T.V./Radio/transistor cabinets
- 202. Table lamps and shades
- 203. Tailoring
- 204. Tomato ketchup & vegetable sauce
- 205. Containers lids
- Tarpaulin & Tents including repairs (no processing & weaving)

213. Typewriter parts manufacturing and assembling

216. Upholstery springs and other springs (no heat

214. Tyre retreading with cold process only

- 207. Telephone and its parts
- 208. Thermometers
- 209. Thread balls and cotton fillings
- 210. Tin box making 211. Tractor parts

212. Transformer covers

215. Umbrella assembly

218. Assembly of vacuum flasks

221. Vermicelli and macaroni

219. Velvet embroidered shoes/shawls

treatment)

220. Veneer of plywood

222. Vinegar and juice

217. Utensils

(7)

223. Watches and clocks parts

224. Water meters

- 225. Water meters repairing
- 226. Water Tanks
- 227. Wax polishing
- 228. Weaning food
- 229. Welding works
- 230. Wire drawing coating and electric cable
- 231. Wire knitting
- 232. Wire netting
- 233. Wood carving and decorative wood wares

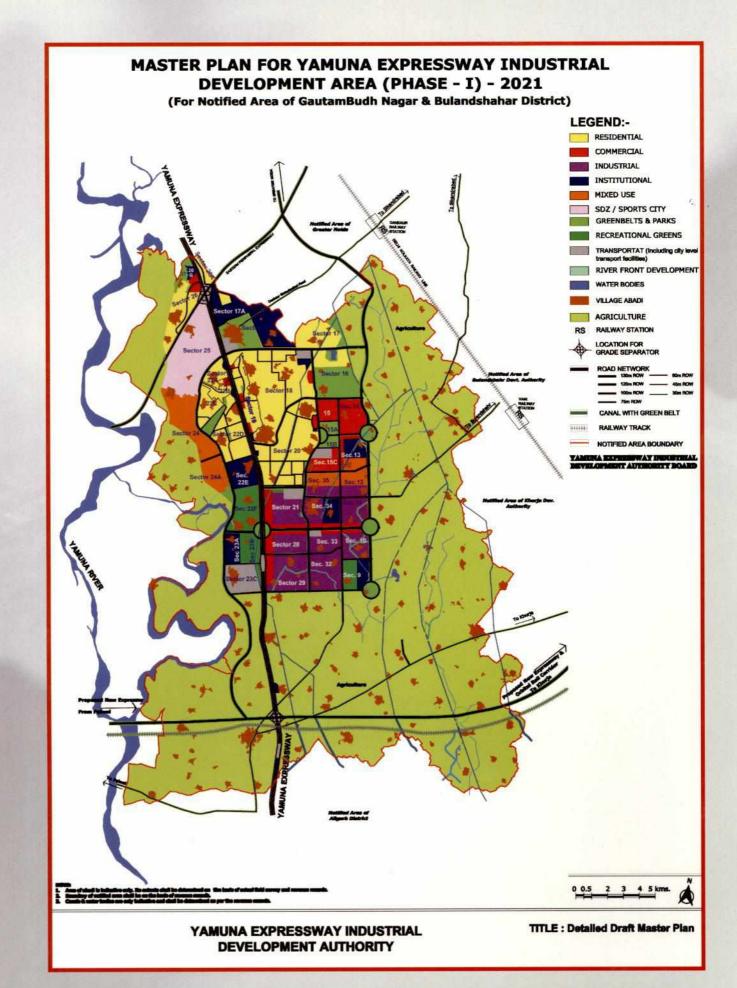
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- 234. Wooden/cardboard jewellery boxes
- 235. Wool balling and lachee making
- 236. Wool knitting (with machine)
- 237. Writing and marking ink
- 238. X-ray machines
- 239. Zari Zardozi
- 240. Zip fasteners



मानिक विकास प्र'प्रेकरण

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