



**Yamuna Expressway Industrial Development Authority  
invites application for the allotment of plots for**

**DATA CENTER**

**SECTOR-28 @ YAMUNA EXPRESSWAY**



**Scheme Code**

**YEA/INDDC-PARK(2024)-04**

**Date of Opening**

**01.01.2024**

**Date of Closing**

**22.01.2024**

**Yamuna Expressway Industrial Development Authority**

(U.P. Government Undertaking)

1st Floor, Commercial Complex, Block-P-02, Sector Omega-1, Greater Noida - 201308, Distt. Gautam Budh Nagar, U.P.

Toll Free No.: 18001808296 Website : [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com)



## ALLOTMENT UNDER DATA CENTER PARK

### ENTITIES DEFINIED UNDER DATA CENTER

#### Data Center Park

A Minimum 40 MW Data Center capacity for locating Data Centre Unit(s) shall be considered under the definition of Data Center Park.

#### Data Center Unit

A Data Center Unit (> 2MW and <40 MW capacity) is a dedicated secure space within a building / centralized location where computing and networking equipment is concentrated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data. Captive Data Centers shall not be considered.

#### Data Center Park Developer

Data Centre Park Developer is an entity who would be responsible to build the facility of DC park covering land, park area (Water, Sewage, Road, Parking, Green Area, etc.), provision of DC essentials setup /equipment (i.e. Electricity, Network / Fiber connectivity, Mechanical Electrical and Plumbing equipment (MEP), etc.).

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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 plots having area upto& above 20,000 Sqm in the Data Center Park located in Sector-28 of Yamuna Expressway Industrial Development Authority (herein Referred to as 'YEIDA' or 'Authority' or 'Lessor').

## Data Sheet

S. No.	Head	Details
1.	Date of opening of the scheme	<b>01.01.2024</b>
2.	Date of closure of the scheme/last date of submission of application form.	<b>22.01.2024</b>
3.	Contact person, designation and contact details (address and phone nos.) in the Authority office	Dr. Smita Singh Assistant General Manager Industry Mob. No. 9582404575 <b>Email Id-</b> <b>queries@yamunaexpresswayauthority.com</b> <b>industry@yamunaexpresswayauthority.com</b>
4.	Allotment method for the scheme	Project presentation subject to qualification in objective criteria.
5.	Availability of scheme brochure	Downloadable from the Authority's website <a href="http://www.yamunaexpresswayauthority.com">www.yamunaexpresswayauthority.com</a>
6.	Eligible entities	<ol style="list-style-type: none"> <li>1. Proprietorship Firm</li> <li>2. Registered Partnership Firm</li> <li>3. Registered Trust.</li> <li>4. Registered Society.</li> <li>5. Private Limited Company.</li> <li>6. Public Limited Company.</li> <li>7. Public Sector Undertaking.</li> <li>8. Govt./ Semi Govt. undertaking/Department.</li> <li>9. MSMEs/Startups providing innovative solutions in cloud business shall be eligible.</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Consortium is not allowed.</li> <li>2. Proposed entities are not allowed.</li> <li>3. Individual/Limited Liability Partnership Firm (LLP) is not allowed.</li> <li>4. An applicant may have only one allotment from one Firm/Company/ Trust/Society/Govt./Semi Govt. undertaking/departments.</li> </ol>

		<p>5. A separate application form shall be required to be submitted for each Data Centre plot.</p> <p>6. Allottee shall not use the plot for any purpose other than for which it has been allotted.</p>
7.	Purchase cost of the scheme brochure	Free of cost.
8.	Processing Fee	Non-refundable/non-adjustable processing fee of INR 25,000/- plus applicable GST shall be deposited through online portal of YEIDA or RTGS/NEFT by generating challan from the portal.
9.	Registration for allotment of plot	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 by generating challan from the portal.
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.</p> <p>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.</p> <p>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% of the total premium shall be made in 10 (ten) equal half yearly installments along with interest at a rate of 10% per annum. 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 (10% + 3% =13%) 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> <p><b>Note:- Interest @10% P.A. is applicable from 1st Jan 2024 subject to the revision on 1<sup>st</sup> January &amp; 1<sup>st</sup> July of each year as per Go. No. 1567/77-4-20-36N/20 dated 09 June 2020</b></p>

12.	Processing Fee for Mortgage permission	INR 5,000/- plus applicable GST.
13.	Transfer charges	Transfer charges are @5% of the prevailing Premium amount of plot or the total premium of the plot mentioned in the allotment letter whichever is more at the time of transfer.
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 <b>45 mtr. or more wide roads</b> 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	<ul style="list-style-type: none"> <li>i) Execution 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.</li> <li>ii) Physical possession would be deemed to be handed over from the date of execution of Lease Deed.</li> <li>iii) Development of land/Plot is under process.</li> </ul>
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	<ul style="list-style-type: none"> <li>i) Norms of Development-as per Building Regulations of YEIDA as prevalent at that time.</li> <li>ii) No purchasable FAR shall be allowed.</li> </ul>
19.	Rate of allotment	<p>Rate of allotment and availability of plots mentioned in brochure.</p> <p>Note:- the allotment shall be made at the rate applicable on the date of allotment subject to any amendment before allotment.</p>



20.	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 date of 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 @ 10% + 3% = 13% 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><b>Note:-</b> 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:**

1. GST liability as per applicable rates at the time of payment shall be borne by the allottee itself under Reverse Charge Mechanism vide Notification No. 13/2017 S. No.5, 5A dated 28/06/2017.
2. Interest @10% P.A. is applicable from 1st Jan 2024 subject to the revision on 1st January & 1st July of each year as per Go. No. 1567/77-4-20-36N/20 dated 09 June 2020.

## 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:
  - a. 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).
  - b. 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.
  - c. 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
- 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 PLOTS FOR ALLOTMENT & RATE OF ALLOTMENT:-**

a. **Rate of allotment including PLC for Data Center Units (in sector-28).**

S. No.	Size of Plots (in Sqm.)	Plot. No	Sector	Rate of Allotment (Per sqm.)	Applicable % of PLC	Rate including PLC(Rs.)	Total Premium Amount Including PLC (Rs.)	Reserve Price Including PLC(Rs.)
1	20035	D-1	28	14083.57	10%	15491.93	310380818	31038082
2	20095	D-2	28	14076.00	5%	14779.80	297000081	29700008
3	20065	D-3	28	14079.78	5%	14783.77	296636345	29663635
4	21383	D-12	28	13923.85	10%	15316.24	327507160	32750716
5	22350	D-13	28	13821.14	5%	14512.20	324347670	32434767

Note: 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 by generating challan from the Portal, on or before closing date.

### 1.2.2 PROCESSING FEE

Non-refundable/non-adjustable processing fee of INR 25,000/- (Twenty five Thousand only) plus applicable GST shall be deposited through online portal of YEIDA or RTGS/NEFT by generating Challan from the Nivesh Mitra portal.

### 1.2.3 REGISTRATION MONEY FOR ALLOTMENT OF PLOT

Adjustable/refundable amount equal to 10 percent of total Premium of the plot for which the application is being uploaded. The amount shall be deposited through online portal of YEIDA or RTGS/NEFT by generating Challan from the Nivesh Mitra portal.

## 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 and certified by CA/statutory auditors one page, should be closed with the application form for registration:

### (A) Project Report including data processing capacity in MW.

- (i) Feasibility Report of the proposed project.
- (ii) Three years projected cash flow of the project depicting sources of inflow for the project.
- (iii) Statement of sources of funds.
- (iv) Land use pattern and construction plan and schedule of implementation certified by the architect.
- (v) Other provisions given in Annexure-E shall be included in DPR.
- (vi) Provisions as per Data Center Policy -2021 (Annexure-F)

(B) Background of the Applicant and its Promoters.

(C) List of current Directors and Shareholders along with their shareholding;

(D) Audited Financial Statements of last three years;

(E) Valid GST Registration certificate.

(i) In Case of a Company

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

(ii) In Case of a Society

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

(iii) In Case of a Trust

1. Registered Trust Deed.
2. List Of Members Of The Trust.

(iv) In Case of Partnership Firm

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

(v) In Case of Proprietorship Firm

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

## **1.6 Qualification Criteria**

Applicant should have positive net-worth / surplus investable funds equivalent to the cost of project either by way of promoter contribution, net surplus available from existing business or proposed loan from bank or financial institution. The applicant will have to produce evidences of all sources of surplus investable funds. In case of loan in principal approval from the bank/financial institutions must be attached.

## **1.7 Allotment process**

**1.7.1** The application along with the requisite documents will be submitted online through Single window portal- Nivesh Mitra website [www.niveshmitra.up.nic.in](http://www.niveshmitra.up.nic.in) and the submitted application along with all documents will be downloaded by YEIDA for the purpose of Scrutiny/evaluation by the screening committee.

**1.7.2** FDI and Fortune-500 will be governed by UP FDI Policy-2023 vide G.O.-54/2023/3452/77-6-2023-02(M)/2022 dated 01.11.2023 and its standard operating procedure vide G.O. - 57/2023/3650/77-6-2023-02(M)/2022 dated 20.11.2023. Application for allotment in this regard will be routed through Invest UP followed by final decisions Empowered committee as per UP FDI policy-2023.

### **1.7.3 Extension of last date of Application**

a. In cases where applications for the plots mentioned in the brochure are not received, then according to the rollover policy, the last date submit application can be extended twice for a period of 7 days each. Subsequently the allocation process will be carried out for the received applications based on objective criteria as per the specified policy of YEIDA

**1.7.3.1 Scrutiny of application:** The application along with the requisite documents will be scrutinized by the screening committee. If the applications are found to be incomplete/information is incorrect, the authority may reject the application.

a. In case the applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment and no further submission of documents shall be entertained.

### **1.7.4 Allotment of plots:**

As per the Authority's decision the eligibility for allotment shall be decided on the basis of marks

obtained equal to or more than 60% in Objective Parameters given in annexure-C. There are two conditions:-

- a. If applicants falls under sr. no. 1 of objective parameters then to qualify for interview/project presentation applicant must score at least 60% marks (54 marks out of total 90 marks). Maximum marks shall be calculated marks given to Sr. no. 01 to 08 in objective parameters.
- b. If applicant is not under sr. no. 01 of objective parameters then applicant shall be qualified for interview/project presentation if it obtains at least 60% marks (39 marks or more out maximum 65 marks). Maximum marks shall be calculated marks given from Sr. no. 02 to 08 in objective parameters.

Following which the applicant shall be called for project presentation. The success for allotment shall be decided on the basis of marks obtained in the objective parameter (as per Annexure C) and allotment letter will be issued digitally. Unsuccessful applicants will be refunded registration amount without interest within 3 months of the date of project presentation.

1.6.3 For further inquiries contact: Industry Department, Yamuna Expressway Industrial Development Authority, First Floor, Commercial Complex, Block-P2, Sector-Omega-1, Greater Noida, Uttar Pradesh, 201308 between 11.00 AM to 02.00 PM.

1.6.4 The YEIDA may, without assigning any reason, add one or more plots in the scheme and/or withdraw any one or all of the plots from the scheme at any stage. The size of the plot may be increased or decreased.

1.6.5 The YEIDA may accept or reject any offeror cancel the scheme, and its decision in this behalf shall be final and binding on the applicants.

1.6.6 There will be no correspondence on issues/ground raised in Disqualified applicants.

**1.7.4 Deposit of Allotment Money:** Applicant has to deposit Allotment money as below.

a 30 percent of total Premium of the plot after adjusting Registration money within 60 days of issuance of Allotment Letter without interest.

b 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, 02percent rebate will be given of the total Premium of the plot.

c 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 money deposited as Registration money shall be forfeited.

**1.8 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 120 days with penal interest of (10%+3% = 13%) plus applicable GST for the defaulted period.

**1.9 Payment schedule**

**(i) Payment of Instalment**

The payment of balance 70% amount of total premium of the land be given by the allottee. In such a case, the allottee shall pay interest @ 10% p.a. in half yearly instalments. The payment of 70% premium shall be made in equal 10 half yearly instalments along with interest on reducing balance at a rate of 10% p.a. In case of default in depositing instalment, interest @ 13% (10% + 3% = 13%) compounded half yearly shall be levied for the defaulted period on the defaulted amount plus applicable GST.

**Note:-** Interest @10% P.A. is applicable from 1st January 2024 subject to the revision on 1st January & 1st July of each year as per Go. No. 1567/77-4-20-36N/20 dated 09 June 2020.

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

**(ii) Pre-payment of Installment Money**

- Pre payment of premium outstanding is allowed.
- (iii) Intimation of Payment to the Authority  
After depositing the Installment due with the designated scheduled bank, the allottee shall be required to intimate the same to the authority through a written intimation or with e-mail.
- (iv) **Default in payment of instalment**  
In case of default in making payment of installment money, the allottee /lessee would be required to pay additional penal interest at the rate of 3% p.a. in addition to normal interest of 10% p.a. i.e. total 13% p.a. on amount for defaulted period plus applicable GST on penal interest. The defaulted amount will be compounded half yearly.
- Note:-** Interest @10% P.A. is applicable from 1st Jan 2024 subject to the revision on 1st January & 1st July of each year as per Go. No. 1567/77-4-20-36N/20 dated 09 June 2020.
- (v) **Payment at Allottee's Own Risk**  
Authority will accept each and every payment made by the allottee at allottee's own risk and responsibility. In case the allottee violates any condition of allotment, the rights of the authority will not be affected in any way. 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 to the Authority.
- (vi) **Adjustment of deposited payments**  
The Payment made by the Allottee/lessee shall first be adjusted towards the penal interest, normal interest due; if any, and then against lease rent due and thereafter the balance shall be adjusted towards the installment due.
- (vii) **Variation in the rate of Acquisition**  
In case of any increase in the rate of land acquisition by order of any Court or by the Authority or by the State Government, the allottee will have to pay the additional amount proportionately as the cost of the land and all other terms and conditions prevalent at the time of allotment shall be applicable.

**1.10 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.

**1.11 Unsuccessful applicants**

- 1.10.1** 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 as prevalent at that time.

2.1.2 The Allottee will commence the construction after taking over physical possession of the plot as per approved under 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](http://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 determined. 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](http://www.niveshmitra.up.nic.in) to obtain Functional Certificate- Building Completion Certificate as per building regulations of YEIDA-
- (i) No dues certificate.
  - (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 with GSTIN.
- 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 excluding penal interest/interest and lease rent if paid.

### **3 Section III: General terms and conditions**

#### **3.1 Execution of Lease Deed & Possession of the Plot**

- 3.1.1 The office of authority shall issue a check list for the execution of lease deed to the allottee within 30 days after 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 Physical possession would be deemed to be handed over from the date of execution of Lease Deed.
- 3.1.4 Execution of lease deed can be done only after a minimum payment of 30% of premium and one year lease rent, in advance.
- 3.1.5 For the purpose of payment of lease rent and other statutory charges physical possession shall be deemed from the date of execution of lease deed.
- 3.1.6 In case of failure to execute the lease deed & taking over of possession within the above stipulated time period. 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 3% of total Premium of the plot on a pro rata basis for the delayed period.

#### **3.1.7 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.

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

The Authority will be empowered 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.

- 3.2.2 **Consequences of default in payment of Lease Rent**

In case of default in payment of lease rent, interest @ 13% p.a. (10% + 3% = 13%) plus GST on penal interest applicable shall be charged on the defaulted amount for the defaulted period compounding half-yearly.

- 3.2.3 **Onetime 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) at the time of deposit of one time lease rent in lump sum. The lease rent policy as amended from time to time shall be binding on the allottee/lessee.

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

#### **3.3 PREFERENTIAL CHARGES**

- 3.3.1 It has been clearly mentioned at point no. 15 of the data sheet.

#### **3.4 Difference in the area of land allotted:**

- 3.4.1 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.

3.4.2 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 or the allotment rate mentioned in the allotment letter along with payable GST whichever is more in lump sum of the extended area and should be deposited within 60 days from the date of issue of checklist.

### 3.5 **Surrender**

3.5.1 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](http://www.niveshmitra.up.nic.in)** before its cancellation. In the case of Surrender:-

1. The allottee can surrender the plot before cancellation by the lessor.
  - (i) Before issue of allotment letter, 10% of the Registration money shall be forfeited.
  - (ii) Within 30 days from the date of issuance of Allotment Letter, Registration money shall be forfeited.
  - (iii) If surrender is made after 30 days from the date of issuance of allotment letter 20% of the amount deposited or the amount deposited upto the date of surrender, whichever is the least, shall be forfeited and along with any structure thereon with the allottee have no right of claim or compensation thereof. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

**Note:-** The date of surrender in above case shall be the date on which application is received at the Single Window Portal on Nivesh Mitra. No subsequent claim on the basis of postal certificate will be entertained.

- (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.
3. 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.
4. The date of surrender in above case shall be the date on which application is received at the Single Window Portal on Nivesh Mitra. No subsequent claim on the basis of postal certification will be entertained.
5. A cancelled cheque of allottee has to be submitted in the Authority.

### 3.6 **Change in Constitution (CIC)/ Change in Shareholding (CIS)**

3.6.1 Change in Constitution/CIC/CIS may be of two types as under:

- i. Change from one status (i.e. Proprietorship, Partnership, LLP, Pvt. Ltd. Company, Public Ltd. Company) to another on choice of Proprietor, Partners, and Shareholders with a view to re-organize the business.
- ii. Change within the status i.e. re-constitution of partnership firm by exclusion/retiring of some partners and/or introducing/adding some partners.

3.6.2 Change in constitution may take place either voluntary or mandatory i.e. by the order of court or change in law or due to death of Proprietor, Partner. Shareholders etc.

3.6.3 There shall be following important principles of CIC/CIS Policy:

3.6.3.1 In all voluntary cases (i.e. non-mandatory), there shall be restriction on change in ownership/shareholding for more than 49% of holding patterns given at the time of allotment

till unit becomes functional (in case of Industry) and till Completion of all phases in rest of cases. All voluntary/non- mandatory CIC/CIS cases will be liable to pay CIC/CIS charges.

3.6.3.2 Mandatory CIC/CIS cases shall be:

- a) Death of Proprietor/Partners/shareholder (on presenting/providing succession certificate of civil court).
- b) Amalgamation/ merger/takeover pursuant to any order/scheme of the competent court/Tribunal Government order (not including voluntary amalgamation/ merger/takeover).
- c) Change in law or other cases (Government order/YEIDA policies/Board decisions). In all above mandatory cases no CIC/CIS charges will be applicable if so directed by competent court/ Government order/ Board decision, as the case may be.

Further, above mandatory CIC/CIS shall not include any scheme of amalgamation, take over, merger or demerger etc. are framed between two or more entities in the ordinary course of business as part of their corporate/ business strategy, as it is a procedure of mere sanction to such a scheme by the competent Authority/Tribunal/Court. In such case Standard Transfer charges will be applicable

3.6.3.3 In non-mandatory CIC/CIS cases where CIC/CIS does not affect existing ownership/ shareholding then no CIC/CIS charges shall be applicable.

3.6.3.4 If there is only change in name of the business entity i.e. Proprietorship, Partnership, LLP, Pvt. Ltd. Company, Public Ltd. Company, Society, Trust etc. (ownership/shareholding should not be changed to any extent) then no CIC/CIS charges shall be applicable.

3.6.3.5 If there is only change of Directors of the Company i.e. Pvt. Ltd. Company, Public Ltd. Company (ownership/shareholding should not be changed to any extent) then no CIC/CIS charges shall be applicable.

3.6.3.6 If amalgamation/ merger/takeover in general or by way of invoking and transfer of pledged shares whether it is voluntary or on request of allottee for business purpose then full CIC/CIS charges shall be applicable.

3.6.3.7 The change in shareholding/ownership shall be considered as change in constitution. Therefore there will not be separate policy for change in shareholding. All requests for change in shareholding will be processed in accordance with policy of CIC/CIS.

3.6.3.8 In case of change in shareholding among Blood relation as prescribed below: Father, mother, brother, sister, son, daughter, husband, wife & grandchildren, no CIC/CIS charges shall be applicable.

3.6.3.9 In case of listed Company, any change in shareholding of promoters, shall be considered as change in shareholding thereby CIC/CIS will be charged accordingly.

3.6.3.10 The CIC/CIS shall be done only in cases where the applicant produces No Dues from the concerned departments of the Authority.

**3.6.4 Charges in case of CIC/CIS:**

3.6.4.1 Standard charges means charges equivalent to transfer charges (on current reserve price/ allotment rate & bid rate at the time of transfer, whichever is higher) prevailing at the time of application. Full CIC/CIS charges i.e. standard charges shall be collected in all cases not covering under 3.6.3.2 and all other relatives mentioned in 3.6.3.8

3.6.4.2 In case if CIC/CIS the CIC/CIS deed has to be executed within 90 days of the permission given by the Authority.

a. Full CIC/CIS charges i.e. standard charges will be collected in all cases.

b. In case change in constitution is less than 100% of shares/holdings, the charges for CIC/CIS shall be calculated on a pro-rata basis (Total CIC/CIS charges applicable X Percentage change in shares). But change in shareholding should not be more than 50% of the whole stake i.e. controlling stake, in such type of cases 100% i.e. full CIC/CIS charges will be applicable because more than 50% stake transfer results in transfer of the whole asset/property.

c. The Change in constitution shall not result in change in the ownership otherwise charges shall be applicable.

- d. When the shareholders/ partners change the ratio of their shares internally then charges will be levied in gaining ratio of the shares.
- e. In case of society, if society changes its general body members, shall be treated as change in constitution and CIC/CIS charges shall be charged in accordance with as change in shareholding in case of companies. However if terms & conditions of brochure/lease deed does not allow the change, then change in member shall not be allowed.
- f. In case of CIC/CIS/ CIS, Allottee will have to intimate YEIDA within 45 days of such changes in CIC/CIS & CIS. After 45 days allottee has to pay Rs. 5000/- per month as penalty.

**Procedure for Change in Constitution/Shareholding**

- 3.6.5. Change in constitution may be allowed by CEO as per prevailing policy of the Change in constitution of YEIDA on completion of required formalities as decided by the lessor from time to time in the following manner along with Application and Processing fee of Rs. 10,000/- in the shape of a bank draft or online through Net banking, RTGS or NEFT:

**3.6.5.1 The application for change in constitution from proprietorship to partnership, shall come from the Lessee(s)/ Allottee(s) transferor(s).**

- 3.6.5.1.1 Certified copy of the Partnership Deed, Form 'B' regarding registration of firm or any other document to this effect issued by the Registrar. Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State. Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee (in case exemption from payment of CIC/CIS charges is sought).
- 3.6.5.1.2 The application shall invariably be accompanied by the NDC (No Dues Certificate) from term lending institution in case the property is mortgaged/under collateral security. Earlier Permission to Mortgage will be cancelled and fresh PTM will be released.

**3.6.5.2 For Changes within partnership, documents required shall be as follows:-**

- 3.6.5.2.1 Supplementary deed in case of any new partner is introduced or any existing partner is retired.
- 3.6.5.2.2 Dissolution deed if the firm is dissolved.
- 3.6.5.2.3 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.
- 3.6.5.2.4 Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee (In case payment of subsidised CIC/CIS charges is sought.)

**3.6.5.3 For changes within Pvt. Ltd. Company**

- 3.6.5.3.1 Certified list of shareholder with shareholding percentage with value duly certified by Chartered Accountant
- 3.6.5.3.2 List of Directors duly certified by Chartered Accountant along with relevant Form of R.O.C.
- 3.6.5.3.3 Board Resolution duly certified by the Chairman of meeting/CA.
- 3.6.5.3.4 Notarized affidavit stating the relationship of the incoming shareholders with the original Allottee(s)/ Transferor(s). (In case payment of subsidised CIC/CIS charges is sought.)

**3.6.5.4 For change from Proprietorship /Partnership to Pvt./ Company :**

- 3.6.5.4.1 Memorandum and Article of Association (certified copy).
- 3.6.5.4.2 Certified copy of Certificate of Incorporation issued by Registrar of respective State
- 3.6.5.4.3 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.
- 3.6.5.4.4 Duly certified Board Resolution of Directors regarding taking over the entire business by the Company from Proprietor /Partners. Also the resolution in favor of person authorized by the Board of Director of the Company to correspond with the Authority
- 3.6.5.4.5 Notarized affidavit duly sworn and attested regarding the relationship of the shareholders with the original Allottee (s). (In case payment of subsidised CIC/CIS charges is sought.)

**3.6.5.5 For change from Proprietorship /Partnership / Pvt. Ltd. To Public Ltd. Company:**

- 3.6.5.5.1 Memorandum and Article of Association (certified copy).
- 3.6.5.5.2 Certified copy of Certificate of Incorporation issued by Registrar of respective State.

- 3.6.5.5.3 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.
  - 3.6.5.5.4 Duly certified Board Resolution of Directors regarding taking over the entire business by the Company from Proprietor /Partners. Also the resolution in favor of person authorized by the Board of Director of the Company to correspond with the Authority.
  - 3.6.5.5.5 In case of Public Ltd. Co., certified copy of Commencement of Business certificate issued by Registrar of Companies is also to be submitted.
  - 3.6.5.6 In case of changes in shareholding of promoters within Public Limited Company:
    - 3.6.5.6.1 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.
    - 3.6.5.6.2 Duly certified Board Resolution of Directors regarding taking over the entire business by the Company. Also the resolution in favor of person authorized by the Board of Director of the Company to correspond with the Authority.
  - 3.6.5.7 If due to change in constitution, there is no change in legal entity of the lessee, fresh legal documentation would not be insisted upon. However, if the allottee/ transferee themselves need fresh documentation, they may do so at their own level in case the property is acquired by way of transfer, and /or legal entity is changed by way of change in constitution, they would be required to execute the transfer deed. Alex penses on account of legal documentation would be borne by the allottee(s) transferee (s).
  - 3.6.5.8 In case only name of incorporated company is changed and a certificate is issued in respect of the same by R.O.C. then supplementary deed will be executed and duly registered for this change in name.
  - 3.6.5.9 Notarized affidavit stating the relationship of the incoming partners/shareholders with the allottee(s)/transferee(s). The lessee/transferee will be required to execute changes of shareholding deed with the sub-registrar for the percentage of change in the shareholding.
- 3.7 Construction**
- 3.7.1 The Allottee/Lessee shall construct the building after getting proper approval of the building plan from the concerned department of YEIDA in writing.
  - 3.7.2 The Allottee/ Lessee shall complete construction within prescribed time limit i.e. 48 months from the date of execution of Lease Deed.
  - 3.7.3 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 at the time of allotment.
- 3.8 Maintenance**
- 3.8.1 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of YEIDA or from the competent authority in this regard.
  - 3.8.2 The Allottee/Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
    - a. At all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor.
    - 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 inhabitant of the place.
  - 3.8.3 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.
  - 3.8.4 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.

- 3.8.5 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.
- 3.8.6 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 the reasons thereof.
- 3.8.7 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.
- 3.8.8 The Allottee at his own expense will take maintenance of plot alongside its premises.

### **3.9 Mortgage**

#### **3.9.1**

The mortgage permission shall be granted after payment of minimum 30% of the total Premium, in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for the outstanding and future dues of authority, purchase of machines and 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.

- 3.9.2 YEIDA shall have the first charge on the plot towards payment of all outstanding dues.
- 3.9.3 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.
- 3.9.4 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.
- 3.9.5 Documents required for obtaining Mortgage Permission, Application can be submitted along with the following documents:-
  - 3.9.5.1 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.
  - 3.9.5.2 A letter from bank/institution that the grant of loan is under consideration
  - 3.9.5.3 An affidavit that no unauthorized construction has been done by the allottee.
  - 3.9.5.4 Processing fee Rs 5,000/- with applicable GST is required to be deposited by the Allottee/Lessee in case of Mortgage permission sought.
  - 3.9.5.5 A copy of the resolution passed by Board, in case of Company/Trust/Society etc.
  - 3.9.5.6 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.
  - 3.9.5.7 Any other documents as required by the CEO or any authorized officer, YEIDA from time to time.
- 3.9.6 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 3.9 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.

**3.10 Transfer of Plot (in respective category only)**

- 3.10.1 An Allottee/Lessee will be allowed to sell/ transfer the plot allotted by the Authority in respective category only 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.
- 3.10.2 Application for transfer in respective category only shall be received on the prescribed Transfer Application Form available from bank on payment, along with the transfer processing fee, which shall be Rs. 10000/- or prescribed at the time of purchase 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.
- 3.10.3 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).
- 3.10.4 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.
- 3.10.5 Both Transferor and Transferee must be competent to execute a contract on the date of transfer application.
- 3.10.6 The plot shall be transferred for similar purpose in respective category only.
- 3.10.7 Transfer of partial area of plot shall not be considered.
- 3.10.8 Charges for Transfer in respective category only:
- i. Transfer charges are @5% of the prevailing Premium amount of plot or the total premium of the plot mentioned in the allotment letter whichever is more 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
- 3.10.9 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.
- 3.10.10 Lease Rent will be charged @2.5% with applicable GST of the prevailing Premium or the total premium of the plot mentioned in the allotment letter whichever is more 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.
- 3.10.11 In case of transfer of rights of a minor, orders of the District Judge are required regarding the protection of interest of the minor.
- 3.10.12 Transfer of property by Allottee/Transferee directly or through registered GPA, to his/her Blood relation as prescribed below: Father, mother, brother, sister, son, daughter, husband, wife & grandchildren, no CIC/CIS charges shall be applicable would be allowed without charges, subject to payment of processing fee of Rs.10000/- with applicable GST in respective category only.
- 3.10.13 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.

3.10.14 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 shall be submitted to YEIDA after the registration of the same with the Sub-Registrar. The Transfer Memorandum shall be part of the transfer deed executed between the Transferor and the Transferee. In case transferor and Transferee fail to execute transfer deed within 90 days, transfer memorandum will automatically stand in-effective.

3.10.15 In case of transfer/ sale by financial institution under section-29 of State Financial Corporation and by bank under SARFAESI Act, the application has to be moved by the financial institutions/bank along with all NOCs 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.

3.10.16 Issue of Mutation Letter: Application can be submitted by the Transferee at the concerned department along with the following documents in respective 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.

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

3.11.1 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. The allottee having no right of claim or compensation thereof.

3.11.2 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.

3.11.3 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..

### **3.12 Indemnity**

3.12.1 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- D), 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.

### **3.13 Liability to Pay Taxes**

3.13.1 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.

### **3.14 Overriding Power over dormant properties**

3.14.1 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 anytime 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.

### **3.15 Cancellation**

3.15.1 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:

- Allotment being obtained through misrepresentations/ suppression of material facts.
- 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/use of plot for purpose other than for which it has been allotted.

3.15.2 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.

3.15.3 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. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable any stage and structure if any, the allottee/lessee will have no right to claim compensation thereof. Deposit against Lease Rent, interest on Lease Rent and upto dated dues, Lease Rent and penalty, if any, will be forfeited.

### **3.16 Restoration**

3.16.1 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 plot, 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 or the allotment rate of the plot mentioned in the allotment letter whichever is more.
- 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.

**3.17 Amalgamation and sub-division**

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

**3.18 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.
- e. 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.

**3.19 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 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 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 balance remaining period, permission can be granted for new tenant on payment of 20% of 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.

### **3.20 Other Clauses**

- i. That the CEO reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, building bye-laws as it finds **e x p e d i e n t** **a n d** such amendments, addition, deletion and alterations shall be binding on the allottee/lessee.
- ii. If due to unavoidable circumstances the authority could not allot the plot, the registration money deposited by applicant would be refunded in due course. However, no interest on the deposits will be paid to the applicant. Excluding processing fees.
- iii. If due to circumstances beyond the control of authority the possession of plot is not handed over to the allottee, the full amount deposited by the allottee would be refunded along with the simple interest at SBI saving bank's rate. Excluding processing fees and penalty.
- iv. In case of increase in the compensation/ex-gratia to farmers by the order of Court/Govt./authority or otherwise, the increased amount on proportionate basis will be recovered from 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 shall be final and binding on the allottee / lessee and his / her / their successor.
- vi. **T h e a u t h o r i t y w i l l m o n i t o r t h e i m p l e m e n t a t i o n o f t h e p r o j e c t .** Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- vii. That the lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, Regulations or directions as are made issued thereunder from time to time.
- viii. Any dispute between the lessor and 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/interview for allotment.
- x. Provisions related to the fire safety environmental clearance, NGT directives shall be observed by the allottee. Necessary approvals shall be obtained from the Competent Authority by the allottee.
- xi. In case a link road comes anywhere in the plot area, it shall be retained by the allottee / lessee till an alternate arrangement is made by the authority.
- xiii. All arrears due to the Lessor are recoverable as arrears of land revenue.
- xiv. The lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and the money deposited shall be forfeited.
- xv. The authority in larger public interest has the power to take back the possession of the land/building by making payment at the prevailing rate after giving the allottee/lessee an opportunity of being heard, the decision of the CEO of the authority shall be final and binding on the allottee/lessee in this regard.
- xvi. In the event of an increase in the cost of acquisition ex post facto acquisition, for the reasons

of orders made by courts of law, or for any other reason, the allottee(s) of the concerned plot/parcel of land shall be duty bound to share the increased cost in such a ratio as the authority/lessor may determine.

- xvii. Any clause not contained in this brochure or ambiguous, that shall be governed by the terms and conditions of the industrial Brochures of YEIDA.
- xviii. All payment of this scheme has to be made with applicable GST, GST will be over and above the cost of premium, lease rent, penal interest, lease deed penalty, construction penalty etc.
- xix. GST liability as applicable rates at the time of payment shall be borne by the allottee its self under Reverse Charge Mechanism vide Notification N.13/2017 S. So 5,5A dated 28.06.2017

**xx. Clause regarding first charge and security interest:-**

The amounts payable pursuant to or in connection with or in relation to the allotment of the plots (including but not limited to) the installment of the Premium, the lease rent, the interest, if any, payable thereon. As also all other charges payable under the terms of allotment and the lease Deed for the plot shall constitute and interest in the plot allotted and leased to the allottee, and any claim on account of these amounts shall be the first charge on the plot. The Authority shall have the lien over the sale proceeds of the said plot for the purpose of realization and recovery of these amounts and the Authority's claim for the said amounts shall have priority over any other claim against or charges over the said plot.

**xxi. CLAUSES REGARDING EVENTS OF DEFAULT AND TERMINATION**

**1. EVENTS OF DEFAULT**

The occurrence of any of the events specified shall constitute an event of default (the "**Events of Default**").

**(i) Payment and Other Defaults**

- (a) Any default by the Allottee in payment of any instalment of the Premium and Lease Rent on the respective due dates.
- (b) Any default by the Allottee in the making of any interest payment under the terms of allotment and the Lease Deed on the respective due dates.
- (c) Any default has been committed in the payment of any other due payable pursuant to the terms of the allotment or under the terms the Lease Deed on the respective due dates.
- (d) Creation or any attempt to create any security interest over the Plot or any part thereof which inconsistent with or in derogation of the Authority's first charge thereon.
- (e) The Allottee has sold, disposed of, charged or encumbered or alienated the Plot except as otherwise permitted under the terms of allotment and the lease.
- (f) Failure to notify the Authority in terms of Clause 1.2 below.

**(ii) Proceedings**

**Insolvency Proceedings**

- (a) Filing of application or petition for initiation of insolvency proceeding under any provision of Insolvency and Bankruptcy Code by the Allottee or its creditor(s)

**Other Proceedings**

Any legal proceedings is initiated or any order is obtained in relation to

- (b) The suspension of payments, a moratorium of any indebtedness, bankruptcy, insolvency, dissolution, administration, provisional or reorganization (by way of voluntarily arrangement, scheme of arrangement or otherwise) of the Allottee.
- (c) The appointment of a liquidator, receiver, administrator or other similar officer in respect of the Allottee.
- (d) Any analogous procedure or step is taken in any jurisdiction.
- (e) Commencement of an insolvency resolution process under the Insolvency and Bankruptcy

Code in respect of the Allottee.

**2. CURE AND TERMINATION**

Upon occurrence of any of the Events of Default, the Allottee shall immediately notify the Authority. Upon such notification, if in the opinion of the Authority the Event of Default is such that it can be cured or rectified or remedied to the satisfaction of the Authority, it may allow the Allottee to cure the default within the time prescribed by it ("the Cure Period").

In the event Allottee fails to cure the default in terms in the Cure Period, or the default is such that in the opinion of the Authority it is not capable of cure, the Authority may forthwith terminate the allotment and the Lease for the Plot.

The Authority's right to terminate the allotment and the Lease hereunder is in addition to and without prejudice to the rights and remedies available to it under the UP Industrial Development Act and the rules and regulations made thereunder.

#### 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 PLOTS**

#### **UNDER**

#### **DATA CENTRE PARK**

**(Upto & above 20,000 SQM)**

Self-attested  
photograph  
of authorized  
signatory

**In**

**DATA CENTER PARK, Sector-28**

**SCHEME CODE:- YEA/INDDC-PARK(2024)-04**

Plot                      Size                      (In                      Sq.                      Meters)

Plot No. \_\_\_\_\_

PAN No. \_\_\_\_\_

Aadhaar No. \_\_\_\_\_

GST 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. 25,000/- & applicable GST

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 2020-2021 Year 2021-2022 Year 2022-2023	

1. The detailed project report of the proposed project shall be uploaded with following points along with points given in annexure-E
  - 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

Name of Applicant -----

S.No.	Description	Year 3 (2022-23) (as per audited balance sheet)	Year 2 (2021-22) (as per audited balance sheet)	Year 1 (2020-21) (as per audited balance sheet)
1.	Turnover of the Applicant as per audited annual accounts.			

Signature & Seal of Statutory

Auditors / Chartered Accountant

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

UDIN \_\_\_\_\_

#### 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. \_\_\_\_\_

UDIN \_\_\_\_\_

#### 4.3 (a) Financial statement of Net Worth

No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2023 of the Applicant as per audited annual accounts.		

Signature & Seal of Statutory

Auditors / Chartered Accountant

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

UDIN \_\_\_\_\_



### **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 31-03-2023 is Rs ..

I certify that the above information is correct.

Signature & Seal of Statutory Auditors / Chartered Accountant

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

UDIN \_\_\_\_\_

#### **4.3(b) Financial statement of GST**

<b>S.No.</b>	<b>Description</b>	<b>Amount in crore Rupees</b>	<b>Remarks</b>
1.	GST as on 31.3.2023		Detail of GST return for the year 2022-23

Signature & Seal of Statutory

Auditors / Chartered Accountant

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

UDIN \_\_\_\_\_

### **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 GST upto 31-03-2023 is Rs ..

I certify that the above information is correct.

Signature & Seal of Statutory Auditors / Chartered Accountant

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

UDIN \_\_\_\_\_

#### **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 of Schedule/Nationalized Bank 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.

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

- 1) 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 \_\_\_\_\_
4. 4.Phone No(s)/Mob No: \_\_\_\_\_ FaxNo(s) \_\_\_\_\_
5. E-mail \_\_\_\_\_
6. PAN number and Aadhaar number \_\_\_\_\_
7. 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:

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

1. 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

**Yamuna Expressway Industrial Development Authority**  
**Objective Criteria for the evaluation of the project/Application form.**  
**औद्योगिक भूमि आवंटन हेतु आब्जेक्टिव क्राइटेरिया**

कुल अंक = 100

क्र० सं०	मद		निर्धारित अंक	कुल प्राप्तांक
1	कम्पनी की स्थिति	<b>1.100 प्रतिशत प्रत्यक्ष विदेशी निवेश (FD) वाली परियोजनाएं</b> <b>2. गत 03 वर्षों में निरन्तर फॉरच्यून ग्लोबल-500 में सम्मिलित कम्पनियाँ</b> <b>3. निरन्तर 03 वर्षों में इकोनॉमिक टाइम्स में सम्मिलित कम्पनियाँ</b> <b>4. फोर्ब्स ग्लोबल-2000 / एशिया की सर्वश्रेष्ठ-200 कम्पनियों में गत 03 वर्षों में सम्मिलित कम्पनियाँ एवं उनकी होल्डिंग / सहायक कम्पनियाँ</b>	25	
02	नेटवर्थ / लिक्विडिटी एवं विगत 03 वर्षों की आडिटेड बैलेन्स शीट एवं कैशफ्लो	<b>1. नेटवर्थ</b> परियोजन लागत का 30 प्रतिशत या उससे अधिक होने पर <b>2. लिक्विडिटी</b> परियोजन लागत का 20 प्रतिशत या उससे अधिक होने पर <b>3. गत तीन वर्षों का संचयी (क्यूमेलेटिव) टर्न-ओवर</b> परियोजना लागत का – i. 5 गुना या उससे अधिक होने पर– ii. 3 गुना से 5 गुना होने पर– iii. 3 गुना से कम होने पर	05 05  05 03 शून्य	
3	वित्तीय क्षमता स्ववित्त पोषित / ऋण	1.1 स्ववित्त पोषित 60 प्रतिशत से अधिक होने पर 1.2 स्ववित्त पोषित एवं बैंक ऋण का प्रतिशत 1. 40 / 60 2. 30 / 70	10  05 03	
4	प्रस्तावित निवेश-परियोजना में भवन निर्माण एवं	<b>2.1</b> भूमि पर निवेश के 2 गुणा तक <b>2.2</b> भूमि पर निवेश के 3 गुणा तक <b>2.3</b> भूमि पर निवेश के 5 गुणा तक	03 05 08	

	मशीनरी/संयंत्र पर प्रस्तावित पूँजी निवेश, भूमि पर निवेश की तुलना में	2.4 भूमि पर निवेश के 5 गुणा से अधिक	15	
5	एक ही औद्योगिक क्षेत्र में इकाई द्वारा अतिरिक्त भूमि की अथवा परियोजना विस्तार हेतु (दिल्ली एन0सी0आर0 क्षेत्र में इकाई कियाशील होने पर)/स्टार्ट-अप इकाई होने पर	उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा	05	
6	रोजगार सृजन स्थानीय व्यक्तियों को रोजगार कुल दिये गये रोजगार के प्रतिशत में	3.1 इकाई में कुल सृजित रोजगार में से 20 प्रतिशत से कम स्थानीय रोजगार होने पर।	0	
		3.2 इकाई में कुल सृजित रोजगार में से 20 प्रतिशत से 30 प्रतिशत स्थानीय रोजगार होने पर।	02	
		3.3 इकाई में कुल सृजित रोजगार में से 30 प्रतिशत से 40 प्रतिशत स्थानीय रोजगार होने पर।	03	
		3.4 इकाई में कुल सृजित रोजगार में से 40 प्रतिशत से अधिक स्थानीय रोजगार होने पर।	05	
7	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)	उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा।	05	
8	भुगतान पद्धति	1. 100 प्रतिशत भुगतान 90 दिन में करने पर	10	
		2. 75 प्रतिशत भुगतान 90 दिन में करने पर	08	
		3. 50 प्रतिशत भुगतान 90 दिन में करने पर	05	
		नोट:- शेष धनराशि का भुगतान प्राधिकरण की प्रचलित नीति के अनुसार किया जायेगा।	—	
9	परियोजना प्रस्तुतीकरण	समिति के समक्ष प्रोजेक्ट प्रस्तुतीकरण के आधार पर मूल्यांकन के सापेक्ष न्यूनतम 0 से अधिकतम 10 अंक	10	

उक्त प्रस्तावित Objective Criteria के आधार पर अर्हता निम्नवत निर्धारित होगी—

1. कम संख्या-1 पर उल्लिखित श्रेणी के अन्तर्गत आवेदन प्राप्त होने पर कम संख्या 1 से 8 तक प्रस्तावित मानकों में निर्धारित अर्हता अनुसार अधिकतम प्राप्त होने वाले अंकों (90 अंक) का न्यूनतम 60 प्रतिशत अंक अर्थात् 54 अंक या उससे अधिक अंक प्राप्त करने वाले आवेदक अर्ह होंगे।

2. कम संख्या-1 पर उल्लिखित श्रेणी के अन्तर्गत प्राप्त न होने पर कम संख्या 2 से 8 तक प्रस्तावित मानकों में निर्धारित अर्हता अनुसार अधिकतम प्राप्त होने वाले अंकों ज65 अंकप का न्यूनतम 60 प्रति त अंक अर्थात 39 अंक या उससे अधिक अंक प्राप्त करने वाले आवेदक अर्ह होंगे।

#### 4.8 Annexure-D

**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 ..... 2024 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

#### 4.9 Annexure-E

1. Quantifiable permanent employment with maximum guaranteed numbers employed by the proposed industry. Also show here an approximate expenditure on wages and salaries at full production level.
2. A plan by the concerned company for utilizing the land area, such that they are not seeking excessive rent by getting cheaper land far in excess of their actual proposed investment cycle. So, what they will put up in 2-3 years/3-5 years /5-7 years. If they speak of a 20 years requirement, then of course, the land cost would have to be graded upward.
3. To bring out the number of types of ancillary & downstream units and their approximate (i) manufacturing value (ii) employment generation (iii) in turn what they are likely to spend in the local area on wages and salaries.
4. The taxes and other benefits which will flow to the State Government from the setting up of such a mother company / anchor industry.
5. The expenditure in the local area and how it supports the local economy, whether through housing or monthly expenditure.
6. The company submitting the DPR should cover the above features and the additional e.g. bringing high technology.

#### 4.10 Annexure-F

1. Background and Project Rationale
2. Investment outlay:-
  - i. Cost of Project and Means of Financing.
  - ii. Bill of Materials/Capex Details including MEP
3. Project Execution Strategy
4. Technology/Technology Partner details
5. Project Financials
6. Implementation Details
7. Risk impact analysis
8. Business Case
9. Infrastructure Details

**Note:** Any other industry /project allowed through central or state government policies /orders relevant to YEIDA shall also be applicable.



