

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, Block - P-2,
Sector-Omega-I, Greater Noida - 201308
District - Gautam Budh Nagar (UP)
Ph: 0120-2395152 / 57, Fax: 0120-2395150,
Website: www.yamunaexpresswayauthority.com

BROCHURE CUM APPLICATION FORM FOR ALLOTMENT OF MIX LAND USE PLOTS IN SECTOR-24 (Minimum 40000 Sqm. & Above)

SCHEME CODE:- MLU/2022-23/07

| | | |
|---|----------|--|
| Date of Opening | : | 18.11.2022 |
| Date of Closing | : | 19.12.2022 |
| Date & Timing for Display of Names of Qualified Bidder | : | 03.01.2023 at 5:00 PM |
| Date & Time of E-Auction | : | 10.01.2023 from 11:00 am to 2.00 pm |

**ALLOTMENT OF MIX LAND USE PLOTS
(For Non Polluting Units)**

Who is eligible to apply

GENERAL INDUSTRY:- The applicant, Firm, Company, Trust, and Society must be registered under GST. The GST return for the year 2021-22 should be enclosed with the application form as a proof of GST registration.

Note: Eligible entities are mentioned on clause no. 6 of the data sheet mentioned in the brochure.

Abbreviations:

| | |
|----------|--|
| CEO | Chief Executive Officer |
| CIC/CIS | Change in Constitution |
| FAR | Floor Area Ratio |
| FDR | Fixed Deposit Receipt |
| GC | General Conditions |
| GPA | General Power of Attorney |
| LLP | Limited Liability Partnership |
| 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 Mix Land Use plots having area minimum 40000 sq. mtrs. and above in Sector-24 of Yamuna Expressway Industrial Development Authority (herein referred to as 'YEIDA' or 'Authority' or 'Lessor').

Applications are invited for allotment of plots in Industry as core activity with support activity in Sector-24 to establish such Industrial units.

Data Sheet

| Head | Details |
|---|---|
| 1. Date of opening of the scheme | 18.11.2022 |
| 2. Date of closure of the scheme/ last date of submission of application form | 19.12.2022 |
| 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 Email Id- queries@yamunaexpresswayauthority.com industry@yamunaexpresswayauthority.com |
| 4. Allotment method for the scheme | E-Auction (Link for the same will be available on Authority's website www.yamunaexpresswayauthority.com) |
| 5. Availability of scheme brochure | Downloadable from the Authority's website www.yamunaexpresswayauthority.com |
| 6. Eligible entities | a) Proprietorship Firm b) Registered Partnership Firm c) Registered Trust d) Registered Society e) Private Limited Company f) Public Limited Company g) Public Sector Undertaking h) Govt./ Semi Govt. undertaking/ Department Note: 1. Consortium is allowed. 2. Proposed entities are not allowed. 3. Individual/Limited Liability Partnership Firm (LLP) is not allowed 4. An applicant may have only one allotment from one Firm/Company/ Trust/Society/Govt/Semi Govt. undertaking/departments in the sector of this scheme. |
| 7. Purchase cost of the scheme brochure | Free of cost. |
| 8. Processing Fee | Non-refundable/non-adjustable processing fee of INR INR 25,000/- plus applicable GST shall be deposited through online portal of YEIDA or RTGS/NEFT by generating challan from the portal. |
| 9. EMD 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 or RTGS/NEFT by generating challan from the portal. |

| | |
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| 10. Allotment Money | <p>30 percent of total Bid Amount 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 bid amount 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 bid amount 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 installment for the allotted plot | <p>The payment of 70% of the Bid amount shall be made in 10 (ten) equal half yearly installments along with interest at a rate of 9% 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 9% + 3% =12% 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>Note:- Interest @9% P.A. is applicable from 1st July 2022 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</p> |
| 12. Processing Fee for Mortgage permission | INR 5,000/- plus applicable GST. |
| 13. Transfer charges | Transfer charges are @10% of the prevailing Premium amount of plot or the total bid 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 45 mtr. or more wide roads or corner plot or plots facing the green belts/parks, the location charges shall be payable by the allottee/lessee @5% of the total bid premium for each preferential location subject to a maximum of 15% of the total land rate/total bid premium. |

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| 16. Possession of the plot | <p>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.</p> <p>ii. Physical possession would be deemed to be handed over from the date of execution of Lease Deed.</p> |
| 17. Amalgamation or Sub division of plot | No Amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority. |
| 18. Norms of development | <p>i) Norms related to permissible FAR, Ground Coverage, setbacks and permissible height shall be as per the applicable building regulations of YEIDA at the time of allotment.</p> <p>ii) Other norms for development/ construction shall be as per the applicable Building Regulations of YEIDA at the time of allotment.</p> |
| 19. Permissible development activity | List of permissible industries are enclosed at B-15 |
| 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 @ 9% + 3% = 12% p.a. with applicable GST shall be charged on the defaulted amount for the defaulted period compounding half- yearly.</p> <p>iii. One time Lease Rent: The Allottee / Lessee shall have the option to pay a lump sum amount equivalent to 11 times, of the prevailing annual Lease Rent (27.5% of the total Premium of plot with applicable GST) at the time of deposit of one time Lease Rent in lump sum. The Lease Rent policy, as amended from time to time, shall be binding on the Allottee/Lessee.</p> <p>Note:- If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he/she can subsequently exercise his option to pay one time lease rent indicated above.</p> |

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| | <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 @9% P.A. is applicable from 1st July 2022 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.

A-1 AVAILABILITY OF PLOTS:-

Industry as Core Activity with support activity (in Sector-24)

| Industry as Core Activity with support activity (FAR Upto 2 for Commercial Activity) | | | | | | | | | |
|---|--------------------------------|-----------------|---------------|-------------------------------------|-------------------------------|---|--|--|--|
| Sr. No. | Size of Plots (In Sqm.) | Plot No. | Sector | Rate of Allotment (per sqm.) | Applicable %age of PLC | Reserve Rate for bidding Including PLC (Rs.) | Registration Amount Including PLC (Rs.) | Reserve Price Including PLC (Rs.) | Incremental Value for Bid (Rs.) |
| 1 | 40000 | 21B | 24 | 13260 | 5% | 13923 | 55692000 | 556920000 | 2800000 |
| 2 | 47815 | 11B | 24 | 13260 | 5% | 13923 | 66572825 | 665728245 | 3500000 |
| 3 | 60705 | 11A | 24 | 13257 | 5% | 13919.83 | 84500450 | 845004495 | 4300000 |
| 4 | 52000 | 15 | 24 | 13260 | 10% | 14586 | 75847200 | 758472000 | 4000000 |
| 5 | 52000 | 15A | 24 | 13260 | - | 13262 | 68952000 | 689520000 | 3500000 |

SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT

HOW TO APPLY

The scheme brochure can be downloaded from the Authority's website www.yamunaexpresswayauthority.com and may be submitted online through Nivesh Mitra portal www.niveshmitra.up.nic.in with all documents mentioned as per the clause A-5.

A-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.

A-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.

A-4 Allotment Process.

1. Scrutiny of Application

The application along with the requisite documents will be submitted online through Singal window portal-Nivesh Mitra website 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.

2. Allotment of plots

The eligibility for allotment shall be decided on the basis of marks obtained equal to or more than 60% of 85 marks (total of the parameters enlisted from s.no. 1 to 8 of the **Annexure-6**) i.e 51 marks. Applicant obtaining 51 marks or more will be eligible for E-auction and selection will base on the maximum price quoted above reserve price. The reserve price will be based on the reserve rate per sqm for bidding mentioned in the brochure. The applicant who will quote maximum bid above reserve price will be declared successful and allotment letter will be issued digitally signed by AGM/GM/Industrial Advisor. Unsuccessful applicants will be refunded the registration amount deposited without interest within three months from the date of Bid through e-banking/ RTGS/NEFT.

3. E-Auction Process:

- i. The eligible applicants for E-Auction as mentioned in the clause 2 will need to register and obtain User-Id and password on the portal by paying the registration money on the portal itself (link for the same will be available on YEIDA's website:- www.yamunaexpresswayauthority.com).
- ii. Applicant/bidders have to declare the plot number for which they are bidding in advance at the time of registration on the E-auction platform as plots having different size and different registration money, are likely to be put up for e-auction on a day.
- iii. It will be the sole responsibility of the applicant/bidder to obtain a compatible computer and terminal with internet connection to enable him/her to participate in e-bidding process any reasons thereof. Ensuring internet connectivity at the bidder ends shall the sole responsibility of the bidder. Any request/complaint regarding the connectivity of internet at the bidders end will not be entertained in any form and shall not be basis of cancellation of the bidding process.
- iv. The authority may without assigning any reason withdraw any or all the sites from the e-auction at any stage and is not bound to accept the highest bid or all bids even if they are above the reserve price.
- v. Authority reserves the rights to accept or reject any or all the bids of or cancel/postpone the E-auction without assigning any reason.
- vi. Bidding will not be permissible below the reserve price rate of the plots more than two bids above the reserve price are mandatory to allot any plot.

- vii. If the bidding continues till the last 5 minutes of the scheduled/extended closing time of auction, in such case, the bidding time shall be automatically extended for further 5 minutes from the last Bid and such extension will be 5 only.
- viii. Post registration, e-bidder shall proceed for login by using his ID and password. Bidder shall proceed to select the event he is interested in.
- ix. Incomplete bid documents will not be considered.
- x. The bidder/Applicant cannot withdraw the offer/bid once made.
- xi. The qualification bids shall be opened by the Committee constituted for this Purpose by YEIDA.
- xii. After verification of related documents uploaded by the highest Bidder/Applicant, allotment letter to the successful highest Bidder/Applicant will be issued by YEIDA within 30 days of the closure of auction.
- xiii. Portal for e-auction <https://yeida.procure247.com> can also be accessed through a link at YEIDA website www.yamunaexpresswayauthority.com
- xiv. Customer Care for technical support and training on registration, deposit of fees, e-auction etc. Phone 8866287104/7016716557. Email: tapan@procure247.com/karan@procure247.com Site visit will be scheduled for the applicants by the Project Department of the Authority.
- xv. 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.
- xvi. 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.
- xvii. The YEIDA may accept or reject any offer, including the highest bid or cancel the scheme, and its decision in this behalf shall be final and binding on the bidders/applicants.
- xviii. There will be no correspondence on issues/ground raised in Disqualified Bids.
- xix. Bidders shall be able to increase the bid in accordance with the incremental value mentioned above.

4. Deposit of Allotment Money- Applicant has to deposit Allotment money as below.

30 percent of total Bid Premium/Bid cost of the plot after adjusting registration money within 60 days of issuance of Allotment Letter without interest.

Applicant would have an option to pay full and final payment of the total Bid Premium of the plot within 60 days from the issue of Allotment Letter. In such a case, 02 percent rebate will be given of the total Bid Premium of the plot.

In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period/extended period, the allotment of plot shall be cancelled, and money deposited as EMD shall be forfeited.

1. 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 EMD deposited 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 12% p.a. (09% + 03% = 12%) compounded half yearly for the defaulted period.

A-5 DOCUMENTS REQUIRED FOR REGISTRATION WITH APPLICATION FORM

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

(A) Project Report including:-

(i) Percentage of different land uses as opted by Applicant:-

Use wise Percentage of Development of core activity with support activity will be as follows:-

| (A) | Core Activity | Percentage |
|-----|----------------------|--------------------------|
| | Industrial | Minimum 75% of plot area |
| (B) | Support Activity | Percentage |
| | Facilities/Utilities | Minimum 5% of plot area |
| | Commercial | Maximum 8% of plot area |
| | Residential | Maximum 12% of plot area |

(ii) Feasibility Report of the proposed project.

(iii) Three years projected cash flow of the project depicting sources of inflow for the project.

(iv) Statement of sources of funds.

(v) Land use pattern and construction plan and schedule of implementation certified by the architect.

(B) Background of the Applicant and its Promoters.

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

(D) Audited Financial Statements of last three years;

(E) Registration Certificate and bye laws-

(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.

(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

(vi) In case of Consortium

1. Memorandum of Agreement
2. **Consortium Conditions has to be followed:-**

Eligibility Criteria

Any Proprietor or Partnership Firm, Private or Public limited company or consortium of any of these can submit their application through nivesh mitra portal for one plot. The firms and the companies should be registered in India.

Note: Applicant(s)/Consortium Partner(s) which are part of the defaulters' lists as per record of YEIDA on the last date of application Submission are not eligible to participate and their application shall be automatically disqualified

The applicant should be competent to contract.

In case where the plot is greater than 40,000 sqm , the applicant may form a consortium as per the following conditions:

- i. Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with the Authority. Lead Member should be the single largest shareholder having equity at least 30% share in the consortium.
- ii. Each member of the consortium will have equity stake of at least 10%.
- iii. The group of entities jointly submitting the application as a Consortium shall not exceed 5 (five).
- iv. The Lead Member and the Consortium Members should jointly qualify the minimum financial requirement of net worth, solvency and turnover in proportion to their percentage shareholding in the consortium created and shall be calculated as illustrated in the following example:
 - In case of a consortium with the following shareholding:
 - ❖ Lead Member = 40% Share
 - ❖ Consortium Member = 20% Share
 - ❖ Consortium Member = 20% Share
 - ❖ Consortium Member = 20% Share
 - In this case, the Net Worth/ Solvency/ Turnover for the consortium shall be sum of Eligible Net Worth/ Solvency/Turnover in proportion to their percentage shareholding in the consortium. The Eligible Net Worth/ Solvency/ Turnover for the individual Consortium Members shall be calculated as follows:
 - ❖ Eligible Net Worth/Solvency/Turnover for a Consortium Member = Shareholding Percentage x Net worth of Consortium Member
 - For example, if the Total Net Worth of Consortium members is as follows:
 - ❖ Lead Member = 50 Crore
 - ❖ Consortium Member = 20 Crore
 - ❖ Consortium Member = 20 Crore
 - ❖ Consortium Member = 20 Crore
 - The Eligible Net Worth shall be as follows:
 - ❖ Lead Member = 40% x 50 Crore = 20 Crore
 - ❖ Consortium Member = 20% x 20 Crore = 4 Crore
 - ❖ Consortium Member = 20% x 20 Crore = 4 Crore
 - ❖ Consortium Member = 20% x 20 Crore = 4 Crore

In this case, the Total Eligible Net Worth of Consortium shall be:
20 + 4 + 4 + 4= 32 Crore
- v. In case of a Consortium, the members shall submit an irrevocable Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MOA shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation duly registered/notarized with appropriate authority.
- vi. **Special Purpose Company (SPC)**
 - In case a plot is allotted to a Consortium, they have to form a Special Purpose Company (SPC) that will subsequently carryout all its responsibilities as the Allottee. The SPC must necessarily be a Firm/Company registered in India with the appropriate Statuary Authority. The shareholding and Lead Member of the SPC shall be same as the MOA/MOU signed between all Consortium Members. Lease deed shall be made in favor of the Special Purpose Company (SPC).
 - All SPC Members/Shareholders shall be jointly and severally responsible for the successful implementation of the Project.
 - All Members/Shareholders of the SPC shall have to maintain 100% shareholding/ownership and their shareholding/ownership percentage shall

remain same till Functional Certificate for the entire project has been obtained from YEIDA/Lessor.

Qualification Criteria

Financial Eligibility Criteria:

| # | Parameters | Plot Size (As per annexure- A-1) | | | | |
|-----|---|----------------------------------|---------------|---------------|-----------------------------|------------------------------|
| | | 40000 sqm. | 47815 sqm. | 60705 sqm. | 52000 sqm. (Plot No. 15) | 52000 sqm. (Plot No. 15A) |
| I | Minimum Net Worth as on 31.3.2022 duly certified by the Bidder/Applicant's statutory auditors/ Chartered Accountant | Rs. 23 Crore | Rs. 27 Crore | Rs. 34 Crore | Rs. 31 Crore | Rs. 28 Crore |
| II | Minimum Solvency as per Certificate not more than 6 months old, from a Nationalised / Scheduled Bank | Rs. 17 Crore | Rs. 20 Crore | Rs. 26 Crore | Rs. 23 Crore | Rs. 21 Crore |
| III | Minimum Total Cumulative Turnover for any of the last 3 accounting years duly audited by the Applicant's statutory auditors / Chartered Accountant i.e. 2019-20, 2020-21, 2021-22 as per the last published balance sheets. | Rs. 100 Crore | Rs. 140 Crore | Rs. 170 Crore | Rs. 150 Crore | Rs. 140 Crore |

Note: Applicant(s)/Consortium Partner(s) or their Directors or Promoters which are part of the defaulters' lists as per record of YEIDA on the last date of application Submission are not eligible to participate and their application shall be automatically disqualified.

Change in Constitution (CIC)

Change in Constitution may be allowed by the Lessor/YEIDA as per the prevailing policy of the Lessor/YEIDA as prevailing on the date of submission of CIC request letter by the Lessee and upon payment of prescribed fees / charges and compliance of all required formalities of YEIDA.

In case of Change in Constitution of the Lessee/Allottee or the Consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 45 days, Lessee shall be subjected to penalties as per the prevailing policy.

Members of the Consortium shall have to maintain 100% shareholding/ownership till Functional Certificate for the entire project has been obtained from YEIDA/Lessor.

Change in Shareholding (CIS)

Change in Shareholding may be allowed by the Lessor/YEIDA as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Lessee/Allottee and after payment of the prescribed Fees/charges.

In case of Change in Shareholding of the Lessee/Allottee or the Consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 45 days, Lessee shall be subjected to penalties as per the prevailing policy.

Members of the Consortium shall have to maintain 100% shareholding/ownership till Functional Certificate for the entire project has been obtained from YEIDA/Lessor.

Note:- The detail CIC/CIS policy is stated on Clause No. B-3

(F) Following documents shall be required to be submitted with the application forestablishing its source

of financing:

- (i) Photocopy of listed Company's Shares/NSCs/Bonds/FDRs.
- (ii) Liquidity certificate from any Nationalized Bank/ Scheduled Bank
- (iii) In case of loan from friends/relatives, liquidity certificate from any nationalized/ScheduleBank of such friends/relatives should be enclosed with supporting affidavit.
- (iv) In case of Loan from bank or any financial institution, letter from bank stating that they have in principal agreed to consider the project for financing.

(G) Affidavit of the applicant on annexure- 4, certifying that all the statements made in application/Annexures are true and correct.

(H) Net worth from Financial Statement, where Net worth shall be calculated as below:

- (i) In case of a Company:
- (ii) Net Worth = Paid up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company) Net Worth statement certified by the statutory auditors/Chartered Accountant of the Company should be submitted.
- (iii) In case of a Partnership firm:
- (iv) Contribution by each partner taken together in the capital of the firm shall be considered as NetWorth of the firm excluding intangible assets, if any. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the firm should be submitted.
- (v) In case of Proprietorship:
- (vi) Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/ Chartered Accountant along with certified true copies of income tax/wealth tax returns with all its enclosures as submitted to Income Tax Authority, should be submitted.
- (vii) In case of a Trust:
- (viii) Corpus fund and General Fund taken together shall be considered as Net Worth of the Trust. Net Worth Statement certified by the statutory auditors/ Chartered Accountants of the Trust should be submitted.
- (ix) In case of a Society:
- (x) Corpus fund and General Fund taken together shall be considered as Net Worth of the Society. Net Worth Statement certified by the statutory auditors/ Chartered Accountants of the Society should be submitted.
- (xi) In case of a New Company:
- (xii) Net Worth of promoters/ Directors shall be submitted.
Note: Applicant should have positive net-worth/surplus investable funds.
- (xiii) **In case of consortium:- Net Worth = Assets – Liabilities**
Note: Consortium should have positive net-worth/surplus investable funds.

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

(J) Any other information, applicant desires to provide.

A-6 Mode of Deposit of Registration Money and Processing Fee

The registration money & processing fee as stated above clause A-2 and A-3.

A-7 Grounds of rejection of application

Incomplete Application or misrepresentation/suppression of material facts may lead to cancellation/rejection before/after screening.

A-8 Extension of time limit for deposit of Allotment money

The CEO or Authorized Officer of the authority, under exceptional circumstances, can at his/her discretion, grant an extra period of maximum 120 days for the payment of allotment money along with the penal interest at the rate 12% (9% + 3% = 12%) with applicable GST on Penal Interest.

A-9 PAYMENT SCHEDULE

(i) *Payment of Instalment*

The payment of balance 70% amount of total Bid premium of the land be given by the allottee. In such a case, the allottee shall pay interest @ 9% 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 9% p.a. In case of default in depositing instalment, interest @ 12% (9% + 3% = 12%) compounded half yearly shall be levied for the defaulted period on the defaulted amount plus applicable GST.

Note:- Interest @9% P.A. is applicable from 1st July 2022 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 workingday and it shall be treated as last date of deposit.

(ii) *Pre-payment of Installment Money*

Prepayment 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 along 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 additions to normal interest of 9% p.a. i.e. total 12% p.a. on amount for defaulted period plus applicable GST on penal Interest. The defaulted amount will be compounded half yearly.

Note:- Interest @9% P.A. is applicable from 1st July 2022 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.

Execution of Lease Deed & Possession of the Plot

(i) 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.

(ii) The allottee is required to execute the lease deed and take the physical possession within 60 days from the date of issue of the checklist.

- (iii) Physical possession would be deemed to be handed over from the date of execution of Lease Deed.
- (iv) Execution of lease deed can be done only after a minimum payment of 30% of Bid premium and one year lease rent, in advance.
- (v) 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.
- (vi) In case of failure to execute the lease deed & taking over of possession within the above stipulated time period, the allotment may be cancelled and amount deposited shall be forfeited as per rules and regulations of the authority.

However, in exceptional circumstances the CEO or Authorized Officer of the authority may grant extension of time for execution of lease deed & taking over of possession. The extension, if granted, will be subject to the payment of penalty, as per the following table:

A-10

| <i>S. No</i> | <i>Delayed</i> | <i>Penalty</i> |
|--------------|----------------------|---|
| 01 | For first Six Months | 1.5 times of annual lease rent plus applicable GST. |
| 02 | 06 months to 01 yr | 2 times of annual lease rent plus applicable GST. |
| 03 | 1 yr to 2 yrs | 3 times of annual lease rent plus applicable GST. |
| 04 | More than two years | Plot will be cancelled plus applicable GST. |

(iv) *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.

(v) *Period of Lease*

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

A-11 **Lease Rent**

- (i) In addition to the premium of plot, annual lease rent at the rates of 2.5% of the total Bid 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.

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

In case of default in payment of lease rent, interest @ 12% p.a. (9% + 3% = 12%) plus GST on penal Interest applicable shall be charged on the defaulted amount for the defaulted period compounding half-yearly.

(iii) One time Lease Rent

The allottee/lessee shall have the option to pay a lump sum amount equivalent to 11 times, 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.

A-12 PREFRENTIAL CHARGES

It has been clearly mentioned at point no. 15 of the data sheet and PLC has been included in the reserve price.

A-13 IMPLEMENTATION OF PROJECT

1 Permissible Maximum FAR, Ground Coverage and Height for the plot

| Maximum FAR of entire area | Maximum Ground Coverage | Maximum Height |
|----------------------------|-------------------------|----------------|
| 1.00 | 55% | No Limit |

2 Permissible Activities

| Industry as Core | Support Activity: | | | | |
|---|------------------------------|----|-------------------------|----|--|
| | Residential | | Commercial | | Facility/Utilities |
| (a) Cottage Industries | a. Guard/Chaukidar Residence | 1 | Retail Shops/Platform | 1 | Post office |
| (b) Small/Medium/ Large | b. Staff Housing | 2 | Personal Service Shop | 2 | Telephone Exchange |
| Scale Industry | | 3 | Vending booth | 3 | Fire Station |
| (c) Flatted factories | | 4 | Showrooms | 4 | Police station |
| (d) Non-Pollution | | 5 | Atta Chaki | 5 | Library |
| Agro- based industry | | 6 | Vegetable/Fruit shop | 6 | Family welfare center |
| Note: All of above Industry shall be Non pollution and non-Hazardous | | 7 | Banquet Hall/Barat ghar | 7 | Health Centre |
| | | 8 | Storage | 8 | Religious Building |
| | | 9 | Milk Booth | 9 | Community Center |
| | | 10 | Bank/ATM | 10 | Conference Center |
| | | 11 | Dharm kanta | 11 | Public utilities like Tube well, water tank, electric sub-station etc. |
| | | 12 | Repair Shop | | |
| | | | | 12 | Parking facilities |
| | | | | | Training |

| | | |
|--|----|--|
| | 13 | center/School/ Skill Development Center |
| | 14 | Hostel/Guest House |

3 General Provisions:-

- (i) Distribution of FAR in different land uses shall be as per clause A-13(1). Over all FAR and ground coverage shall not exceed the maximum limit as given in clause A-13(1)
- (ii) Minimum 75% of permissible F.A.R. of the Plot area shall be used for Core activity, Maximum 12 % of permissible F.A.R. shall be for residential, maximum 8 % of permissible F.A.R for Commercial and minimum 5% of permissible F.A.R. shall be used for institutional facilities.
- (iii) Extent of Maximum FAR shall not exceed the maximum FAR limit prescribed in the byelaws for individual land use limit.
- (iv) Distribution of FAR for different uses shall be allowed proportionally as per (1) above within the proposed maximum limit of FAR.
- (v) Residential activity shall be allowed in the form of Staff Housing.
- (vi) Mandatory facilities for proposed population shall be provided as per Building Regulations.
- (vii) The provision of parking shall be as per Table no-5, of Building regulation on the basis of actual calculation of different proposed activities.

The allottee will commence the construction as per Building regulations and other directions after taking over physical possession of the plot. The Lessee will adhere to the following schedule of the construction of the building over the allotted plot.

| S. No. | Area of plot (In sq.mtr.) | Minimum percentage of permissible FAR to be constructed for core activity in first phase | Time limit for obtaining completion certificate of first phase of the project (from the date of execution of lease deed) | Time limit for obtaining completion for full project (from the date of execution of lease deed) |
|--------|---------------------------|--|--|---|
| 1. | 40,000-100,000 | 30% of the total FAR | 3 Years | 5 Years |

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

2. Extension of time for completion

a. For first phase

Normally 3 years time limit has been provided for completion of first phase of the project. If the allottee/lessee fails in completing the first phase within the prescribed time limit then extension for 24 months may be granted for first phase on payment of extension charges given below:-

| S. No. | | Time extension charges |
|--------|--------------------------------------|---|
| 1 | For fourth year the penalty shall be | 1% of the total bid premium on pro rata basis calculated half yearly. |
| 2 | For fifth year the penalty shall be | 2% of the total bid premium on pro rata basis calculated half yearly. |

b. Completion For full projects

Normally 5 years time limit has been provided for full completion of the project. If the allottee/lessee fails in completing the project within the prescribed time limit then extension for 24 months may be allowed on payment of extension charges given below:-

| S. No. | | Time extension charges |
|--------|---------------------------------------|---|
| 1 | For sixth year the penalty shall be | 3% of the total bid premium calculated half yearly. |
| 2 | For seventh year the penalty shall be | 4% of the total bid premium calculated half yearly. |

After that no extension will be granted for construction of the project and the the allotment / lease can be cancelled/ determined and entire deposit's till the date of cancellation shall be forfeited and

possession of the plot will be resumed by the authority/lessor with structure thereon if any, and the allottee/lessee will have no right to claim compensation thereof.

A-14. Functional Certificate

- (A) It will be essential for lessee or sub lessee to obtain functional certificate from the authority within 6 months from the date of the issue of completion certificate. Following documents are required to be submitted to obtain functional certificate-
- (i) Building Completion Certificate
 - (ii) No dues certificate
 - (iii) Certified copy of MSME / IEM / SIA / COB Registration Certificate issued by State / Central Govt. Indicating date of production. Certificate issued by Central Excise / GST Dept. Indicating date of production/ Trade Tax Exemption order/ STPI. (for Industrial use) or proof of any Government/Semi Government organization declaring the unit functional.
 - (iv) Any two Utility Bill (i.e. Electricity bill of permanent connection or documents for installation of permanent connection/telephone bill/water charges bill)
 - (v) Copy of bills for Equipment's /Plant & Machinery / Lab as per project report submitted.
 - (vi) Lease Deed/ Transfer Deed / Sale Deed as applicable has been executed and registered and its certified copy duly submitted in the Authority's Office.
 - (vii) CEO or its authorized officer may ask for any other document for satisfaction of that project is functional.
- (B) **Penalty for non - obtaining of Functional Certificate-**
In case of failure to obtain functional certificate within 6 months from the date of issue of Completion Certificate of the full project, the allottee would be required to pay penalty @ 4% of the total premium upto 1 year calculated on monthly pro-rata basis.
- (C) In case, lessee or sub lessee fails to complete the building and commence the activity for which the plot has been allotted, within the time period, or extended time period for the purpose, the allotment / lease can be cancelled/ determined. On such cancellation/determination, 20% of the premium/total bid amount or any other rate, as may be decided by the Authority from time to time, will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the lessee or sub lessee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.

GENERAL TERMS AND CONDITIONS FOR ALLOTMENT

B-1 Unsuccessful applicants

- (i) The registration money of unsuccessful applicants shall be returned to them without interest, if the period of deposit of such money with the authority 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 entire period of deposit.

B-2 Surrender

1. The allottee can surrender the plot before cancellation to the lessor.
 - (i) After e-auction and before issue of allotment letter, 10% of the EMD shall be forfeited.
 - (ii) Within 30 days from the date of issuance of Allotment Letter, EMD shall be forfeited.
 - (iii) If surrender is made after 30 days from the date of issuance of allotment letter 20% of the bid amount deposited or the amount deposited upto the date of surrender, whichever is the least, shall be forfeited. The balance if any shall be refunded without interest.

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.

2. The request for surrender should contain signatures of allottee / lessee along with:
 - (i) In case of incorporated company / society/charitable society/trust the request should be supported by the Certified Copy of the Resolution of Board of Directors / Executives.
 - (ii) In case of registered partnership firm 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

B-3 Change in Constitution (CIC)/Change in Shareholding (CIS).

Change in Constitution (CIC)/Change in Shareholding (CIS) may be allowed by the CEO or its authorized officer of the authority on completion of required formalities as per the prevailing policy and prescribed charges of the authority at the time of Change in Constitution (CIC)/Change in Shareholding (CIS).

- 3.1 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.
- 3.2 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.
- 3.3 There shall be following important principles of CIC/CIS Policy:
 - 3.3.1 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.
 - 3.3.2 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

- 3.3.3 In non-mandatory CIC/CIS cases where CIC/CIS does not affect existing ownership/ shareholding then no CIC/CIS charges shall be applicable.
- 3.3.4 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.
- 3.3.5 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.
- 3.3.6 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.
- 3.3.7 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.
- 3.3.8 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.
- 3.3.9 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.
- 3.3.10 The CIC/CIS shall be done only in cases where the applicant produces No Dues from the concerned departments of the Authority.

3.4 Charges in case of CIC/CIS:

- 3.4.1 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 3.2 and all other relatives mentioned in 3.8
- 3.4.2 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

- 3.5 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:

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

- 3.5.1.1 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).
- 3.5.1.2 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.

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

3.5.2.1 Supplementary deed in case of any new partner is introduced or any existing partner is retired.

3.5.2.2 Dissolution deed if the firm is dissolved.

3.5.2.3 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.

3.5.2.4 Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee (In case payment of subsidised CIC/CIS charges is sought.)

3.5.3 For change from proprietorship/ partnership to L.L.P:

3.5.3.1 Certificate of incorporation issued by Ministry of Corporate Affairs,

3.5.3.2 L.L.P. Agreement as per LLP Act 2008.

3.5.3.3 Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee. (In case payment of subsidised CIC/CIS charges is sought.)

3.5.4 For changes within Pvt. Ltd. Company

3.5.4.1 Certified list of shareholder with shareholding percentage with value duly certified by Chartered Accountant

3.5.4.2 List of Directors duly certified by Chartered Accountant along with relevant Form of R.O.C.

3.5.4.3 Board Resolution duly certified by the Chairman of meeting/CA.

3.5.4.4 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.)

3.5.5 For change from Proprietorship /Partnership to Pvt./ Company :

3.5.5.1 Memorandum and Article of Association (certified copy).

3.5.5.2 Certified copy of Certificate of Incorporation issued by Registrar of respective State

3.5.5.3 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.

3.5.5.4 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

3.5.5.5 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.)

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

3.5.6.1 Memorandum and Article of Association (certified copy).

3.5.6.2 Certified copy of Certificate of Incorporation issued by Registrar of respective State.

3.5.6.3 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.

3.5.6.4 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.

3.5.6.5 In case of Public Ltd. Co., certified copy of Commencement of Business certificate issued by Registrar of Companies is also to be submitted.

3.5.7 In case of changes in shareholding of promoters within Public Ltd. Co.:

3.5.7.1 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.

3.5.7.2 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.

3.5.8 If due to change in constitution, there is no change in legal entity of the lessee, fresh legal documentation would not be insisted upon. However, if the allottee/ transferee 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. All expenses on account of legal documentation would be borne by the allottee(s) transferee (s).

3.5.9 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.

3.5.10 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.

B-4 Maintenance

- a. The lessee or sub lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the authority or from the competent Authority in this regard.
- b. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - (i) At all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor.
 - (ii) And to make available required facilities as well as to keep surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
- c. That the lessee shall abide by all Regulations, Bye laws, directions and Guidelines of the authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and the rules made therein.
- d. If the maintenance work of any area is not found satisfactory according to the authority, then the required maintenance work will be carried out by the authority and all the expenses in carrying out such work shall be borne by the lessee or sub lessee.
- e. That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
- f. The lessee shall also 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.
- g. In case of noncompliance of these terms and conditions, and any directions of the authority, the authority shall have the right to impose such penalty as the CEO or the authorized Officer of the authority may consider just and/or expedient.

B-5 Mortgage

1. The mortgage permission shall be granted after payment of 30% of the total Bid 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 payment of dues to the authority and construction on the allotted plot/purchase of machineries provided the allotment/lease of the plot is neither cancelled nor any show cause notice has been issued to the allottee / lessee and have valid time period for construction as per terms of the lease deed or have obtained valid extension of time for construction as the case may be and has cleared up to date dues of the plot premium and lease rent.
2. Authority shall have the first charge on the plot towards payment of all outstanding dues.
3. Besides that in the event of sale or foreclosure of the mortgaged/charged property, the authority shall be entitled to claim and 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.
4. The Authority's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.
5. Documents required for obtaining Mortgage Permission Application can be submitted along with the following documents:-
 - i. No dues certificate.
 - ii. A letter from bank/institution that the grant of loan is under consideration
 - iii. An affidavit about the unauthorized construction/use.
 - iv. Processing fee Rs.5,000/- with applicable GST is required to be deposited by the Allottee/Lessee in case of Mortgage permission is sought.
 - v. A copy of the resolution passed by Board, in case of Company/Trust/Society etc.
 - vi. In case of allottee being a Partnership Firm, all partners shall be required to sign the application for Mortgage; alternatively the signatory partner has to produce an Authority Letter/Power of Attorney to move such an application.
 - vii. Any other documents as required by the CEO or Authorized Officer of the authority from time to time.

B-6 Transfer of Plot

1. Subject to the following conditions a lessee will be allowed to transfer a unit located on a plot allotted by the Authority to any other person who is eligible to apply in this scheme as mentioned above.
2. Transfer shall be permitted only after the unit has been declared functional by the authority.
3. The cases, where cancellation has been effected or are in process of cancellation, are not eligible for transfer.
4. Application for transfer shall be received on the prescribed Transfer Application Form available from the relevant department of the authority, along with the transfer processing fee, which shall be Rs.10,000/-

with applicable GST to be deposited in prescribed bank account of Authority.

5. The Transfer Application form should be duly filled along with the NOC's from various departments i.e. Project division, No dues from the Accounts/ industry 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).
6. Photograph & signature of transferor(s)/ Transferee(s) must be attested by the Bank Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorized the signatory for moving the transfer application should also be submitted with application.
7. Both transferor and transferee must be competent to contract on the date of transfer application.

8. Charges for Transfer

- i Transfer charges are @10% of the prevailing Premium amount of plot or the total Bid premium of the plot mentioned in the allotment letter whichever is more at the time of transfer.
 - ii Transferor and transferee should severally and/or jointly satisfy themselves about the overdue/ dues position from the Institutional/Industrial Department of the authority.
 - iii Transfer charges once deposited will not be refunded/ adjusted even in case of transfer does not materialize due to dispute between the parties or withdrawal of transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transferor and the transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.
9. Once transfer deed is executed, all the assets and liabilities would pass on to the transferee.
 10. Lease rent will be charged @2.5% of the Bid premium on the date of issue of transfer memorandum subject to enhancement as envisaged in Lease Deed/ Transfer Deed/ Transfer Memorandum. In case lease rent has been paid one time in lump sum earlier. The lease rent policy as amended from time to time, shall be binding on the Allottee/Lessee.
 11. In case of transfer of rights of a minor, even partial, orders of the District Judge are required regarding the protection of interest of the minor.
 12. Transfer of property by Allottee/Transferee directly, to his/her Blood relation as prescribed below: Father, mother, brother, sister, son, daughter, husband, wife & grandchildren, would be allowed without charges, subject to payment of processing fee of Rs. 10,000 with applicable GST.
 13. The transfer of the plot is an act between transferee(s) and transferor(s) and as such any liens, claims, damages, compensation, adverse court orders etc. arising thereof subsequently would be the sole liability of transferee(s) and the authority would remain indemnified against the same.
 14. The transferee shall execute a Transfer deed, after paying the transfer charges, within 90 days from the date of issue of the Transfer Memorandum by the authority and a certified copy of the same shall be submitted to the authority after the registration of the same with the sub Registrar, of the authority. The Transfer Memorandum shall be part of the transfer deed executed between the Transferor and the Transferee. In case of default, penalty shall be levied as decided by the Authority, from time to time.
 15. In case of transfer / sale by financial institution under section-29 of State Financial Corporation Act/ by bank under SARFAESI Act, the application has to be moved by the financial institutions/bank along with all NOC's required in the transfer application form. In such case transfer charges at the rate of 10% of the sale value should be levied or as decided by the Authority, from time to time.
- #### **16. Issue of Mutation Letter**
17. Application can be submitted by the Transferee at the concerned department along with the following documents:-
 18. A certified copy of the Transfer Deed duly executed by the Transferor.
 19. Copy of challan against payment of transfer charges in one of the Authorized bank shall be required.

B-7 Misuse, Additions, Alterations etc.

1. The allottee / lessee shall not, use the plot for any purpose other than that for which it has been allotted / leased. The lessee / allottee shall not be entitled to divide the plot or amalgamate it with any other plot without the prior written permission of Chief Executive Officer or the Authorized Officer of the authority. 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.
2. The Lessee will not make, any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
3. If the Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by the authority in this regard.

B-8 Liability to Pay Taxes

The allottee / lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every

description imposed by 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.

B-9 Overriding Power over Dormant Properties

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

B-10 Renting of Industrial Premises

- a) The premises for which renting permission is sought should not be a cancelled one and should have been declared functional through a written communication by the YEIDA. Application for simultaneously declaring the unit functional and grant of renting permission may, however, be entertained.
- b) Request for renting out part/full premises of the industrial plot 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. In both the cases renting permission will be subject to the permission / no objection certificate from the concerned department / financial institution.
- 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. If change in project from allotment then as per terms and condition clause (B-14) regarding change in project.
 - 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 charges or renting permission to be required shall 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 industrial 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 calculated additional @ Rs. 20/- per sqm. of industrial area for each tenant.
 - iii. The subsequent tenants will pay additional Rs. 20/- per sqm. for the residual period beginning from the start date 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 multiple tenants of industrial allottees number 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 only for the period of 5 years & 10 years also, the renting charges would be additional 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.

B-11 Cancellation

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

- a) Allotment being obtained through misrepresentations/ suppression of material facts.
- b) Any violation of directions/ rules issued by the authority or any other statutory body.
- c) Default on the part of the applicant allottee / lessee for breach/violation of terms and conditions of registration allotment/lease and / or non-deposit of reservation money/allotment money/acceptance money/ Non deposit of three consecutive instalment money.

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

In the event of cancellation, under sub-clause (b) & (c) above, 20% of the total premium or the amount deposited upto the date of cancellation, whichever is the least, shall be forfeited and balance here too, if any, shall be refunded without any interest and possession of the plot will be resumed by the authority/lessor with structure thereon if any, and the allottee/lessee will have no right to claim compensation thereof.

B-12 Restoration

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

- i. The application for restoration may be submitted to the authority within a period of 3 months from the date of cancellation.
- ii. The decision about the restoration of the plots will be taken by the YEIDA within a period of 3 months after the date of application of restoration.
- iii. The Allottee/Lessee would pay restoration charges at the rate of 10% of the total Premium with applicable GST of the plot at current rate calculated at the time of restoration.
- iv. The Allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.
- v. The Allottee will submit project implementation schedule in the shape of affidavit. The maximum time allowed shall be two years.
- vi. The Allottee has to submit bank guarantee in the form of Performance Guarantee of Project Implementation Schedule given by him, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of Performance Guarantee will be 10% of the prevailing price of the plots 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, there 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.

B-13 Amalgamation and Subdivision.

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

B-14 Change of project/addition of new product.

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

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

B-15 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 expedient and 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. The authority will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- 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 there under 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 entire 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. **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.

xix. 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.

B-16 The following is the list of industry which may be permitted in industrial area developed by Yamuna Expressway Industrial Development Authority.

Indicative List of Industries

S.No. Name of the Project

1. Agarbatti and Similar Products
2. Agriculture appliances and implements
3. Agro and food processing industry
4. Air conditioner(s) & its parts
5. Aluminium doors/windows/fittings/furniture
6. Aluminium-wares, moulds of cakes and pastry
7. Assembly and repair of cycles
8. Assembly and repairs of electrical gadgets/goods
9. Assembly and repair of sewing machines
10. Atta chakki and spices and dal grinding
11. Attache, Suitcases Brief cases & bags
12. Auto Parts (Plastic and Metals)
13. Auto Mobile service/repair Workshop only on plot area of 400 sq. mtr. & above
14. Batik works
15. Battery charging and Battery Manufacturing/Assembling
16. Belts and buckles
17. Biscuit, pappy, cakes, & cookies making
18. Block making and photo enlarging
19. Brass fitting
20. Bread & Bakeries
21. Brushes & Brooms
22. Buckets
23. Builder hardware
24. Bulbs (battery)
25. Buttons clips & hooks
26. Button making, fixing of buttons & hooks
27. Calico and Textile products
28. Candies, Sweets, Rasmalai etc.
29. Candles
30. Cane and Bamboo products
31. Canvas Bags & Hold-all makings
32. Cardboard Boxes
33. Carpentry
34. Terrazzo tiles, paving, jallies of Cement
35. Assembly of Centrifugal pumps & small turbines
36. Citrus fruit concentrate
37. Clay modeling
38. Cold storage & refrigeration
39. Collapsible gates railing & grill
40. Conduit pipes
41. Confectionery candies and sweet

42. Copper and brass Art wares
43. Copper Metal parts
44. Copper-ware and utensils
45. Cordage, rope and twine making
46. Cotton and silkscreen printing
47. Cotton ginning
48. Cotton/silk Printing (By Hand)
49. Crayons
50. Cutlery
51. Cycle chain
52. Cycle locks
53. Dal milling
54. Data Processing Centers
55. Decorative goods
56. Dehydrated vegetables
57. Diamond cutting and polishing work
58. Dies for plastic moldings
59. Door shutters and windows
60. Pharma products (Permissible under Drugs and Cosmetics Act)
61. Dyeing, bleaching, finishing processing cloth (including mercerizing, calendaring, glazing etc. only in garments clusters)
62. Elastic products.
63. Electric fans
64. Electric fittings (switch, plug, pin etc.)
65. Electric lamp shades, fixtures
66. Electric Motor and parts
67. Electric Press assembling
68. Electric appliances (room heaters, lamps etc.) and other electrical goods
69. Electrical motors, transformers and generators
70. Electronic goods and ESDM
71. Embroidery
72. Enamel ware
73. Engineering works
74. Expanded metals
75. Fabrication (like trusses and frames)
76. Fire fighting equipments
77. Flour mills
78. Fluorescent lights & fittings (including neon signs)
79. Fountain pen, Ball pen and felt pens
80. Footwear
81. Framing of pictures and mirrors
82. Fruit canning
83. Glass work (assembly type)
84. Gold and Silver Thread Kalabattu
85. Grading, waxing and polishing of fruits
86. Only Blending/Repacking of Grease & Oils
87. Healthcare equipments and products (Permissible under Drugs and Cosmetics Act)
88. Helmets

89. Hats, caps turbans including embroideries
90. Hinges and Hardware
91. House hold/kitchen appliances
92. Hydraulic Press
93. Ice boxes and body of the coolers
94. Labels/ Stickers
95. Ice-Cream
96. Industrial fasteners
97. Ink making for fountain pens
98. Interlocking & buttoning
99. Ivory Carving
100. Jewellery items
101. Juicer (only assembly)
102. Jute products
103. Key rings
104. Khadi and Handlooms Products
105. Knife making
106. Laboratory porcelain, dental porcelain work
107. Kulfi and confectionery
108. Lace work and like
109. Lamps and burners
110. Lantern. Torches and flash lights
111. Lathe machines
112. Laundry & dry-cleaning
113. Leather and raxine made ups.
114. Leather footwear
115. Leather Upholstery and other leather goods
116. Locks
117. Manufacturing of trunks and metal Boxes
118. Marble stone items
119. Metal containers
120. Metal letter cutting
121. Metal polishing
122. Milk creams separators and mixers
123. Milk testing equipments
124. Milling of pulses
125. Miscellaneous machines parts
126. Motor winding works
127. Musical instruments (including repairs)
128. Name plate making
129. Nuts/Bolts/Pulleys/Chains and gears Oil Stoves, Pressure Lamps and Accessories
130. Optical instruments
131. Ornamental leather goods like purses, handbags
132. P.V.C. Compound
133. P.V.C. Products
134. Padlock and pressed locks
135. Formulation only of paints & Thinners
136. Pan Masala

137. Paper products
138. Paper cutting machine
139. Paper making machine
140. Paper stationery items and book binding
141. Totally mechanized and automatic unit for pasteurized milk and its products
142. Perfumery and cosmetics
143. Photo Type Setting
144. Photographs, Printing (including signboard painting)
145. Photostat and cyclostyling
146. Pickles, Chutneys and Murabba
147. Pith hat, garlands of flowers and pith
148. Plastic products
149. Polish work
150. Polishing of plastic parts
151. Polythene bags
152. Precision instruments of all kinds
153. Preparation of Vadi & Papad etc.
154. Pressure cookers
155. Printing, book binding embossing and photographs etc.
156. Processed fruit and vegetables products
157. Processing of condiments, spices, groundnuts and dal etc.
158. Rakhee making
159. Rail coupling parts
160. Readymade Garments
161. Repairs of small domestic appliances and gadgets (like room heater, room coolers, hot plates, lamps etc.)
162. Repair of watches and clocks
163. Rings and eyelets
164. Rolling shutters
165. Rubber products from mixed compound
166. Rubber stamps
167. Safety pins
168. Sanitary goods machining & fittings
169. Saree fall making
170. Scissors making
171. Screen printing
172. Screw & nails
173. Hardware & Peripherals of Computer
174. Sheet metal works
175. Shoe making and repairing
176. Shoe laces
177. Silver foil making
178. Small electronic components
179. Small Machine & Machine tools
180. Spectacles optical frames
181. Spice grinding
182. Speedometers
183. Sports goods

184. Sprayers (hand and foot)
185. Stamp pads
186. Stapler pins
187. Stationery items (including educational and school drawing instruments)
188. Steel Almirahs
189. Steel Furniture's
190. Steel Lockers
191. Steel wire drawings
192. Steel wire products
193. Stone engraving
194. Stove pipe, safety pins and aluminum buttons (by hand press)
195. Structural steel fabrications
196. Surgical bandage rolling and cutting
197. Surgical goods
198. Surgical instruments and equipments
199. T.V. Radio cassette, recorders etc.
200. T.V./ Radio/transistor cabinets and Assembling
201. Table lamps and shades
202. Tailoring
203. Tomato ketchup & vegetable sauce
204. Containers lids
205. Tarpaulin & Tents including repairs (no processing & weaving)
206. Telephone and its parts
207. Thermometers
208. Thread balls and cotton fillings
209. Tin box making
210. Tractor parts
211. Transformer covers
212. Typewriter parts manufacturing and assembling
213. Tyre retreading with cold process only
214. Umbrella assembly
215. Upholstery springs and other springs (no heat treatment)
216. Utensils
217. Assembly of vacuum flasks
218. Velvet embroidered shoes/shawls
219. Veneer of plywood
220. Vermicelli and macaroni
221. Vinegar and juice
222. Watches and clocks parts
223. Water meters
224. Water meters repairing
225. Water Tanks
226. Wax polishing
227. Weaning food
228. Welding works
229. Wire drawing coating and electric cable
230. Wire knitting
231. Wire netting

232. Wood carving and decorative wood wares
233. Wooden/cardboard jewellery boxes
234. Wool balling and lachee making
235. Wool knitting (with machine)
236. Writing and marking ink
237. X-ray machines
238. Zari Zardozi
239. Telecommunication equipment's
240. Textile

Note: -

In addition of above if authority receives any new and unique type non-polluting proposals may consider for allotment in concerned category.

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

**BROCHURE CUM APPLICATION FORM FOR ALLOTMENT
OF**

MIX LAND USE PLOTS IN SECTOR-24

(Minimum 40000 Sqm. & Above)

Scheme Code- MLU/2022-23/07

The Chief Executive Officer,

Yamuna Expressway Industrial Development Authority

First Floor, Commercial Complex, Block-P-2Sector-Omega-I, Greater Noida 201 308

Self-attested
photograph of
authorized signatory

Sir / Madam,

We hereby submit online our application through www.niveshmitra.up.nic.in for allotment of Mix Land Use Plot of Sq.mtr. to establish.

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

We are enclosing herewith the following documents —

- a) Registration fee Rs(10% of total premium of the plot) Payable through e-banking/RTGS/NEFT.
- b) Processing fee Rs. 25000/- with applicable GST @18% as per Government Notification
- c) Certificate of authorization in favour of Shri/Smt. S/o or D/o as (status)
which is on behalf of the applicant Society / Trust / Company /
Partnership firm i.e. M/s constituted under
Act of Government of India /State Government i.e. .
- d) Duly signed terms and conditions of the above registration as a token of acceptance of the terms and conditions of the allotment of Mix Use Plots.

e) The following Statutory Documents duly signed by the applicant and certified by C.A. /Architect are enclosed-

| Sl. No. | Description | Enclosed "Yes"not Enclosed "No" |
|---------|---|------------------------------------|
| 1 | Project Report (to be signed by applicant and certified by CA) | |
| 2 | Feasibility report of the proposed project to be signed by applicant and certified by CA. | |
| 3 | Land required, depicting the land use pattern, construction plan & schedule of implementation to be signed by applicant and certified by Architect. | |
| 4 | Three years projected cash flow, depicting sources of inflows for the project, to be signed by applicant and certified by CA | |
| 5 | Three years (2019-20, 2020-21, 2021-22) Audited balance sheet to be signed by applicant and certified by CA | |
| 6 | Financial statement of turnover of 2019-20, 2020-21 and 2021-22 2017-18 to be signed by applicant and certified by CA (Annexure-1) As Above.. | |
| 7 | Financial statement of Networth as on 31.03.2022 to be signed by applicant and certified by CA (Annexure-2). | |
| 8 | Liquidity certificate from any nationalized/schedule Bank (Annexure-3). Photocopy of listed company's shares / NSC / Bonds / FDR are also be attached. In case of loan from friends/relatives, documentary evidence of available funds of the friends/relatives. | |
| 9 | Photocopy of certificate of incorporation or registration, memorandum & article of association of the company OR rules & regulations of society/trust OR partnership deed of partnership firm (to be signed by applicant and certified by CA). | |
| 10 | Affidavit of the applicant certifying that all the statements made in application/ annexures are true and correct (Annexure-4) | |
| 11 | The applicant, Firm, Company, Trust, and Society must be registered under GST. The GST return for the year 2021-22 should be enclosed with the application form as a proof of GST registration. (Annexure-5) | |
| 12 | Copy of PAN Card/Aadhar Card | |

f) Refund Account Details (For the purpose of refund or registration money of unsuccessful applicants) Name of Bank & Branch
Bank Account No.

IFSC Code

Date Address of Applicant

Mobile No. Phone No.

Email

Note:- Cancelled Cheque should be enclosed with the application form.

Online Applications are invited for allotment of Mix Land Use plots to establish Industry as core activity with support activityor

Use wise Percentage of Development of core activity with support activity will be as follows:-

| (A) | Core Activity | Percentage |
|-----|-------------------------|--------------------------|
| | Industrial | Minimum 75% of plot area |
| (B) | Support Activity | Percentage |
| | Facilities/Utilities | Minimum 5% of plot area |
| | Commercial | Maximum 8% of plot area |
| | Residential | Maximum 12% of plot area |

Plot size shall be minimum 40,000 Sqr.mtr.

Annexure-1

FINANCIAL STATEMENT OF TURNOVER

Name of Applicant

.....

.....

| S. No. | Description | 2019-20 | 2020-21 | 2021-22 |
|--------|-----------------------------------|--------------------------------|--------------------------------|---------------------------------|
| | | (as per audited balance sheet) | (as per audited balance sheet) | (as per audited* balance sheet) |
| 1 | Turnover of the Applicant/Company | | | |

* if audited balance sheet of financial year 2021-22 is not available then C.A. certified balance sheet is to be submitted.

Signature & Seal of Statutory Auditors/Chartered Accountant
Membership No.....

Signature of Authorized signatory/applicant with name and status

CERTIFICATE OF THE CHARTERED ACCOUNTANT/STATUTORY AUDITOR

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

Signature & Seal of Chartered Accountant/ Statutory Auditors

Membership No.....

Annexure-2

FINANCIAL STATEMENT OF NET WORTH

| S.No. | Description | Amount in crore Rupees | Remarks |
|-------|---|------------------------|---------|
| 1. | Net worth as on 31.03.2022 of the Applicant as per audited annual accounts. | | |

**Signature & Seal of Statutory
Auditors / Chartered Accountant**
Membership No. _____

**Signature of Authorised
signatory/applicant with name
And Status**

Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s.....,
Chartered Accountants/Statutory Auditors, for the applicant having Net Worth upto 31-03-2022 is Rs
..... certify that the above information is correct.

Signature & Seal of Statutory Auditors / Chartered Accountant
Membership No. _____

Annexure-3

LIQUIDITY CERTIFICATE

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

**Name of the Bank Officer with designation
(with rubber stamp)**

Note:-

1. Separate certificate for each company / firm / society / trust to be submitted.
2. Liquidity Certificate should not be more than 6 months old from the date of submission of application.

Annexure-4

(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/Letter of Comfort 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 prescribed time limit from the due date of lease deed execution, the Authority will be free to cancel the allotted plot/lease deed and may resume possession of the plot.
- 7) That the Deponent assures and declare that in case of violation of any terms and conditions or any directions issued by the Authority , the CEO will be free to take any decision as it deem fit and appropriate.
- 8) The Deponent declares that I am not defaulter against any other property allotted to me in YEIDA. If it is found false at any stage it may lead to cancellation of my candidature or allotment of the plot.
- 9) That the information given in the application is true and correct and if any part of it is found to be false or concealed, the Authority will have right to cancel the plot irrespective to the deposit of money till that stage when the mala fide 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:

Annexure-5

Financial statement of GST

| S.No. | Description | Amount in crore Rupees | Remarks |
|-------|----------------------|------------------------|---|
| 1. | GST as on 31.03.2022 | | Detail of GST return for the year 2021-22 should be enclosed. |

**Signature & Seal of Statutory
Auditors / Chartered Accountant**
Membership No. _____

**Signature of Authorised
signatory/applicant with name
And Status**

Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s....., Chartered Accountants/Statutory Auditors, for the applicant having GST upto 31-03-2022 is Rs.....certify that the above information is correct.

Signature & Seal of Statutory Auditors / Chartered Accountant
Membership No. _____

Annexure-6

Objective Parameter for the evaluation of the project/Application form. (Only for applicant's minimum 40000 sqm. & above)

औद्योगिक भूमि ऑक्टन हेतु आब्जेक्टिव पैरामीटर

| क्र० सं० | मद | | प्राप्त अंक | निर्धारित अधिकतम अंक |
|----------|---|---|-------------|----------------------|
| 1 | वित्तीय क्षमता स्ववित्त पोषित/ऋण | 1.1 स्ववित्त पोषित 60 प्रतिशत से अधिक होने पर | 15 | 15 |
| | | 1.2 स्ववित्त पोषित एवं बैंक ऋण का प्रतिशत | | |
| | | 1. 40/60 2. 30/70 | 10 08 | |
| 2 | प्रस्तावित निवेश-परियोजना में भवन निर्माण एवं मशीनरी/संयंत्र पर प्रस्तावित पूँजी निवेश, भूमि पर निवेश की तुलना में | 2.1 भूमि पर निवेश के 2 गुणा तक | 05 | 15 |
| | | 2.2 भूमि पर निवेश के 3 गुणा तक | 08 | |
| | | 2.3 भूमि पर निवेश के 5 गुणा तक | 10 | |
| | | 2.4 भूमि पर निवेश के 5 गुणा से अधिक | 15 | |
| 3 | 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 | 05 |
| | | 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 | |
| 4 | एफ0डी0आई0/100 प्रतिशत एक्सपोर्ट वाली इकाई | उद्योग निदेशालय एवं निर्यात संवर्धन परिषद से आवश्यक प्रमाण-पत्र उपलब्ध कराने पर | 05 | 05 |
| 5 | एक ही औद्योगिक क्षेत्र में इकाई द्वारा अतिरिक्त भूमि की अथवा परियोजना विस्तार हेतु/स्टार्ट-अप इकाई होने पर | उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा | 10 | 10 |
| 06 | 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 | 05 |
| 07 | नेटवर्थ/लिक्विडिटी एवं विगत 03 वर्षों की आडिटेड बैलेन्स शीट एवं कैशपलो | 7.1 उर्ध्वगामी, लाभ। | 15 | 15 |
| | | 7.2 अधोगामी, लाभ। | 10 | |
| | | 7.3 ब्रेक इवेन प्वाइन्ट के आस-पास। | 08 | |
| 08 | भुगतान पद्धति | आवंटित भूमि के 100 प्रतिशत भुगतान 90 दिन में करने पर उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा | 15 | 15 |

नोट:-

- स्थानीय रोजगार की परिभाषा में यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण हेतु अधिसूचित 06 जनपदों में सामान्यतः निवास करने वाले निवासी शामिल माने जायेंगे।
- उक्त के सम्बन्ध में किसी भी Violation की स्थिति में आवंटियों पर निर्धारित लीजरेन्ट के अलावा 01 प्रतिशत अतिरिक्त लीज रेन्ट/प्रतिवर्ष की Penalty लगाई जायेगी। एकमुश्त लीज रेन्ट का भुगतान कर चुके आवंटियों से 01 प्रतिशत अतिरिक्त लीज रेन्ट/प्रतिवर्ष की दर से वसूल की जायेगी।

Annexure- 7

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 2022 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