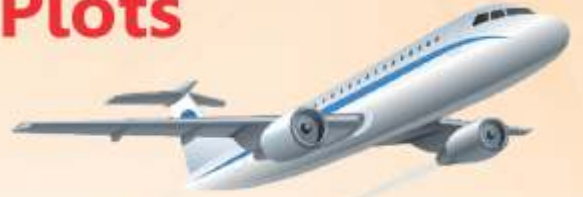




**Yamuna Expressway Industrial Development Authority (YEIDA)**

presents

**A Golden Opportunity to  
own Prime Plots**



**Brochure-Cum-Application Form for Allotment of**

**Institutional Plots**

**at Yamuna Expressway**

**Scheme Code : YEA/INST 2021-2022/01**

**OPEN-ENDED SCHEME**

**Scheme opens :-08-02-2021**





**YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY**

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

District – GautamBudh Nagar (UP)

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

**Website:** [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com)

**APPLICATION FORM FOR ALLOTMENT OF  
INSTITUTIONAL PLOTS**

**Scheme Code : YEA/INST 2021-2022/01**

**OPEN-ENDED SCHEME**

**Scheme Open on 08.02.2021**

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## Abbreviations :

CEO	Chief Executive Officer
CIC	Change in Constitution
FAR	Floor Area Ratio
FDR	Fixed Deposit Receipt
GC	General Conditions
GPA	General Power of Attorney
NGT	National Green Tribunal
NOC	No Objection Certificate
NSC	National Savings Certificate
ROC	Registrar of Companies
SARFAESI	The 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 Institutional Plot Scheme plots in the areas identified by Yamuna Expressway Industrial Development Authority (herein referred as 'YEIDA' or 'Authority' or 'Lessor').

This is an open ended scheme and whenever this scheme is being closed or revised, it shall be notified.

Applications are invited for allotment of plots to establish one or more following activities:-

1. Nursery school/ Crèche/ Play school
2. Senior/ Higher secondary school
3. Degree/ Post Graduate/ Professional College (MBA/ Engineering etc)
4. Vocational Institute
5. Universities
6. Medical College (with hospital)
7. Hospital
8. Nursing Home
9. Orphanage/ Old age home
10. Sports College / Sports Academy
11. Corporate Office

## Availability of plots for allotment :-

Allotment of plot will be done as per the availability of plot at the time of allotment. The YEIDA reserves the right to increase or decrease the number of the plots offered for allotment and their sizes and/ withdraw any plot from and/ or add any plot to the allotment process at any time without assigning any reasons.

## Data Sheet

#	Head	Details
1.	Date of issue of the scheme brochure	08.02.2021
2.	Date of closure of the scheme/ last date of submission of application form	Open Ended Scheme
3.	Contact details address in the Authority office	Institutional Department, Yamuna Expressway Industrial Development Authority, First Floor, Commercial complex, P-2, Sector-Omega I, Greater Noida Email Id- queries@yamunaexpresswayauthority.com
4.	Allotment method for the scheme	Through direct allotment - <b>Selection on the basis of presentation and objective assessment</b> of applicant through interview.

#	Head	Details						
5.	Availability of scheme brochure	<ul style="list-style-type: none"> <li>Downloadable from the Authority's website <a href="http://www.yamunaexpresswayauthority.com">www.yamunaexpresswayauthority.com</a>, submitted alongwith a DD of the purchase cost of brochure separately.</li> <li>From the banks listed below.</li> </ul>						
6.	Listed banks for purchase and submission of scheme brochure and purchase cost of the scheme brochure	<table border="1"> <thead> <tr> <th>Bank Name</th> <th>Account Number</th> <th>IFSC Code</th> </tr> </thead> <tbody> <tr> <td>ICICI Bank</td> <td>218305500108</td> <td>ICIC0002183</td> </tr> </tbody> </table>	Bank Name	Account Number	IFSC Code	ICICI Bank	218305500108	ICIC0002183
		Bank Name	Account Number	IFSC Code				
ICICI Bank	218305500108	ICIC0002183						
<p><b>Address :</b></p> <p><b>Greater Noida</b> - ICICI Bank Ltd., P-2 Omega-1, Commerical Complex, Builders Area, Greater Noida-201308</p> <p><b>Ghaziabad</b> - ICICI Bank Ltd., R-1/88 Rajnagar, Ghaziabad-201001</p> <p><b>Faridabad</b> - ICICI Bank Ltd., Booth No. 104105, District Centre, Sector-16, Faridabad, Haryana-121007</p> <p><b>Gurgaon</b> - ICICI Bank Ltd., SCO 18 19, HUDA Shopping Center, Sector-14, Market Complex, Gurgaon, Haryana-122001</p> <p><b>New Delhi</b> - ICICI Bank Ltd., 9A, Phelps Building Connaught Place New Delhi-110001</p>								
		Brochure Fee INR 5500/- + GST						
7.	Eligible entities	<ol style="list-style-type: none"> <li>Registered Partnership Firm</li> <li>Registered Trust</li> <li>Registered Society</li> <li>Private Limited Company</li> <li>Public Limited Company</li> <li>Public Sector Undertaking</li> <li>Govt./ Semi Govt. undertaking/ Department</li> </ol> <p><b>Note:</b> Consortium of any kind is not allowed</p>						
8.	Processing Fee	Non-refundable/non-adjustable processing fee of INR 25,000/- (Twenty Five Thousand only)+ GST shall be deposited through bank draft/pay order at any scheduled bank of Delhi/New Delhi/Noida/Greater Noida payable in favour of “ <b>Yamuna Expressway Industrial Development Authority</b> ”						
9.	Registration money 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 <ul style="list-style-type: none"> <li>Online property account system on <a href="http://www.yamunaexpresswayauthority.com">www.yamunaexpresswayauthority.com</a></li> <li>Demand Draft/Pay Order at any scheduled bank payable at Delhi/New Delhi/Noida/Greater Noida payable in favour of “<b>Yamuna Expressway Industrial Development Authority</b>”</li> </ul>						
10.	Allotment Money	<p>30 percent of total Premium/cost of the plot after adjusting 10% registration money within 60 days of issuance of Allotment Letter without interest.</p> <p>Applicant would have an option to pay full and final payment of the total Premium of the plot within 60 days from the issue of Allotment Letter. In such a case, 2 percent rebate will be given on the total Premium of the plot.</p> <p>In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period/extended period, the allotment of plot shall be cancelled, and 10% money deposited as registration amount shall be forfeited.</p>						
11.	Payment instalment for the allotted plot	<p>Balance 70% outstanding Premium to be paid in 10 (Ten) equal half yearly installments along with the rate of interest 8.5%p.a. The first such installments will come due first, after six month of the dated of issue of the allotment letter. It is clear that in case of default in payment as per schedule, an additional penal interest @3% compounded half yearly with applicable GST shall be payable along with 8.50%+3%=11.50% p.a. on the defaulted amount and for the defaulted period. It shall be the responsibility of the allottee to deposit the due installment on due time. If the last dated of deposit is 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>(The interest rate will be revised on every 1<sup>st</sup> January &amp; 1<sup>st</sup> July of each year as instructed in G.O. No. 1567/77-4-20-36N/20, Dated 09 June, 2020.)</p>						
12.	Mortgage/Collateral security permission fee	INR 5,000/- only (Processing charge + GST as applicable)						

#	Head	Details																								
13.	Transfer charges	5% Percentage of the prevailing Premium amount + GST as applicable of the plot at the time of application of transfer of the plot.																								
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	Location Charges shall be payable by the Allottee/Lessee @ 5% of the total Premium before execution of Lease Deed in lump sum, in case the allotted plot is located on 45.00m or more wide roads, provided that the allotment is of size 60,000 sq.m. or less than that. No location charges shall be levied if the size of the allocated plot is more than 60,000 sq. m.																								
16.	Possession of the plot	i) After execution and registration of Lease Deed by the office of Sub Registrar, Possession of allotted plot by YEIDA will be handed over to the Lessee. ii) Execution and registration of Lease Deed can be done only after a minimum payment of 30% of Premium and one year Lease Rent, in advance. iii) For the purpose of calculation of payment of Lease Rent and other statutory or scheme compliance, possession would be deemed to be handed over from the date of execution and registration of Lease Deed. In case the Lease Deed is executed before 60 days, the date of execution shall be deemed as the date of taking over possession and all above mentioned charges will be calculated from that date. iv) The date of execution of lease deed will be treated as the date of handing over of actual possession, notwithstanding any other claim.																								
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	i) Norms related to permissible FAR, Ground Coverage, setbacks and permissible height shall be as per building bylaws of the YEIDA. ii) Other norms for development/construction shall be as per the applicable Building Regulations of YEIDA. iii) No purchasable FAR shall be allowed.																								
19.	Permissible development activity	Permissible activities and supporting facilities shall be as per below details: <table border="1" data-bbox="470 1214 1444 2007"> <thead> <tr> <th>#</th> <th>Category</th> <th>Permissible uses/Core Activities</th> <th>Support Facilities</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Nursery school</td> <td>Creche and day care centre/ play and nursery school</td> <td>Residence of caretaker and maintenance staff</td> </tr> <tr> <td>2.</td> <td>Senior/ Higher Secondary School</td> <td>Senior Secondary School, canteen, swimming pool, auditorium, library, indoor games hall, hostel</td> <td>Retail shop for books and stationary, Uniform, chemist, bank extension counter/ATM, vending booth/kiosk, Staff housing</td> </tr> <tr> <td>3.</td> <td>Vocational institute</td> <td>Vocational training institute, canteen, swimming pool, auditorium, library, indoor games hall, hostel</td> <td>Guest house, transit hostel, retail shops for books and stationary, chemist, fruits and vegetables, general store, personal service shop, repair shop, vending booth/kiosk, bank extension counter/ATM, staff housing</td> </tr> <tr> <td>4.</td> <td>Degree college /PG College/ Professional college (MBA/Engg. etc)</td> <td>Degree college/ PG College/ management/ technical institute, canteen, swimming pool, auditorium, library, indoor games hall, hostel</td> <td>Guest house, transit hostel, retail shop for books and stationary, chemist, fruits and vegetables store, general store, personal service shop, repair shop, vending booth/kiosk, bank extension counter/ATM, staff housing.</td> </tr> <tr> <td>5.</td> <td>Medical college (with hospital)</td> <td>Hospital, medical college, swimming pool, library</td> <td>Auditorium, indoor games hall, hostel, Guest house, canteen, retail shop for books and stationary, chemist, flowers, fruits and vegetables store, general store, personal service shop, repair shop, vending booth/kiosk, bank</td> </tr> </tbody> </table>	#	Category	Permissible uses/Core Activities	Support Facilities	1.	Nursery school	Creche and day care centre/ play and nursery school	Residence of caretaker and maintenance staff	2.	Senior/ Higher Secondary School	Senior Secondary School, canteen, swimming pool, auditorium, library, indoor games hall, hostel	Retail shop for books and stationary, Uniform, chemist, bank extension counter/ATM, vending booth/kiosk, Staff housing	3.	Vocational institute	Vocational training institute, canteen, swimming pool, auditorium, library, indoor games hall, hostel	Guest house, transit hostel, retail shops for books and stationary, chemist, fruits and vegetables, general store, personal service shop, repair shop, vending booth/kiosk, bank extension counter/ATM, staff housing	4.	Degree college /PG College/ Professional college (MBA/Engg. etc)	Degree college/ PG College/ management/ technical institute, canteen, swimming pool, auditorium, library, indoor games hall, hostel	Guest house, transit hostel, retail shop for books and stationary, chemist, fruits and vegetables store, general store, personal service shop, repair shop, vending booth/kiosk, bank extension counter/ATM, staff housing.	5.	Medical college (with hospital)	Hospital, medical college, swimming pool, library	Auditorium, indoor games hall, hostel, Guest house, canteen, retail shop for books and stationary, chemist, flowers, fruits and vegetables store, general store, personal service shop, repair shop, vending booth/kiosk, bank
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#	Head	Details		
				extension counter/ATM, staff housing, cultural and information centre, international conference centre, internet café, library, museum, planetarium, R&D centre, radio and television station, Gym/ health club, guest house, transit hostel
		6.	University	University, educational colleges, canteen, swimming pool, indoor games hall, convention center, exhibition hall Auditorium, indoor games hall, hostel, Guest house, canteen, retail shop for books and stationary, chemist, flowers, fruits and vegetables store, general store, personal service shop, repair shop, vending booth/kiosk, bank extension counter/ATM, staff housing, cultural and information centre, international conference centre, internet café, library, museum, planetarium, R&D centre, radio and television station, Gym/ health club, guest house, transit hostel
		7.	Hospital	Hospital Auditorium, bank extension counter/ ATM, cultural and information centre, chemist shop, canteen, books/ stationery/flower shop, indoor games hall, international conference centre, internet centre, library, museum, planetarium, R&D centre, radio and television center, general departmental store, personal service shop, office, staff housing, patient attendant accommodation, health club/gym, guest house, hostel, transit hostel, transit hostel, vending booth/kiosk.
		8.	Orphanage	Reformatory and orphanage, hostel Health centre/dispensary, residence of caretaker and maintenance staff, personal service shop
		9.	Old age home	Rooms/suites, dining facilities, canteen Guest room, bank, retail shop, personal service shop, chemist, health centre/dispensary, nursing home, health club/gym, yoga/meditation center, dance/music/art center, religious center, bank extension counter/ATM, vending booth/kiosk
		<b>Note:</b> Maximum 25% of permissible FAR may be allowed for support facilities		
20.	Rate of allotment	Rate of allotment shall be as follows:		
		<b>#</b>	<b>Category</b>	<b>Rate (INR/sqmt)</b>
		1	Nursery school	7,870
		2	Senior/Higher Secondary School, Degree college, PG College, Professional college (MBA/Engineering.), Dental College, University, <u>Sports College/Sports Academy</u> etc., Vocational Institute	
		<b>#</b>	<b>Area of Plot (in sq. m)</b>	<b>Rate per sqmt (in INR)</b>
		(i)	Up to 4,000	7,870
		(ii)	4,001-8,000	7,100
		(iii)	8,001-20,000	6,340
		(iv)	20,001- 40,000	5,570
		(v)	40,001- 80,000	4,810
		(vi)	Above 80,001	4,150
		3	Hospital / Nursing Home	10,580
		4	Orphanage/Old age home/Religious site	4,740
		5	Corporate Office	11,690

**NOTE: The rate of allotment is subject to the revision, if any.**

#	Head	Details																																								
21.	Rate of annual Lease Rent	<p>i. In addition to the Premium of plot, annual Lease Rent at the rates of 2.5% of the total Premium of plot, 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 has the power to enhance the annual Lease Rent on expiry of every 10 years from the date of execution of the Lease Deed and/or handing over of the possession whichever is earlier, by an amount not exceeding 50% of the annual Lease Rent payable at the time of such enhancement.</p> <p>ii. Consequences of default in payment of Lease Rent: In case of default in payment of Lease Rent, interest @ 11.5% p.a. shall be charged on the defaulted amount for the defaulted period compounding half-yearly. (The interest rate will be revised on every 1<sup>st</sup> January &amp; 1<sup>st</sup> July of each year as instructed in G.O. No. 1567/77-4-20-36N/20, Dated 09 June, 2020.)</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) 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>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>																																								
22.	Construction Period	<table border="1"> <thead> <tr> <th>#</th> <th>Area of Plot (in sq. m)</th> <th>Minimum % age of total FAR for first phase</th> <th>Time limit for obtaining Completion Certificate of first phase (from the date of execution and registration of Lease Deed)</th> <th>Time limit for obtaining Completion Certificate for full project (from the date of execution and registration of Lease Deed)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Up to 4,000</td> <td>50%</td> <td>3 Years</td> <td>5 Years</td> </tr> <tr> <td>2</td> <td>4,001-10,000</td> <td>40%</td> <td>3 Years</td> <td>5 Years</td> </tr> <tr> <td>3</td> <td>10,001-20,000</td> <td>35%</td> <td>3 Years</td> <td>6 Years</td> </tr> <tr> <td>5</td> <td>20,001-1,00,000</td> <td>30%</td> <td>3 Years</td> <td>7 Years</td> </tr> <tr> <td>6</td> <td>1,00,001-2,00,000</td> <td>25%</td> <td>4 Years</td> <td>8 Years</td> </tr> <tr> <td>7</td> <td>2,00,001-4,00,000</td> <td>20%</td> <td>4 Years</td> <td>9 Years</td> </tr> <tr> <td>8</td> <td>Above 4,00,000</td> <td>15%</td> <td>4 Years</td> <td>10 Years</td> </tr> </tbody> </table>	#	Area of Plot (in sq. m)	Minimum % age of total FAR for first phase	Time limit for obtaining Completion Certificate of first phase (from the date of execution and registration of Lease Deed)	Time limit for obtaining Completion Certificate for full project (from the date of execution and registration of Lease Deed)	1	Up to 4,000	50%	3 Years	5 Years	2	4,001-10,000	40%	3 Years	5 Years	3	10,001-20,000	35%	3 Years	6 Years	5	20,001-1,00,000	30%	3 Years	7 Years	6	1,00,001-2,00,000	25%	4 Years	8 Years	7	2,00,001-4,00,000	20%	4 Years	9 Years	8	Above 4,00,000	15%	4 Years	10 Years
#	Area of Plot (in sq. m)	Minimum % age of total FAR for first phase	Time limit for obtaining Completion Certificate of first phase (from the date of execution and registration of Lease Deed)	Time limit for obtaining Completion Certificate for full project (from the date of execution and registration of Lease Deed)																																						
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8	Above 4,00,000	15%	4 Years	10 Years																																						

## 1 Section I: Instructions to the Applicants

### 1.1 Definitions

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

- a) "Authority" means the Yamuna Expressway Industrial Development Authority (YEIDA)
- b) "Authorised Bank" implies the bank that has been mentioned in the brochure by the Authority.
- c) "Allotment Letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application is submitted.
- d) "Allotment Money" is the amount as prescribed in the scheme brochure and is expected to be deposited by the Allottee within the given time period.
- e) "Allottee/Lessee" is the person/legal entity whose application for allotment has been approved by the competent officer.
- f) "Allotment Committee" is a committee constituted at the Authority for reviewing the applications and interview/presentation of the applicants whose application has been received for allotment under the advertised scheme.
- g) "Building Regulations" as notified by the Authority for development of land and construction of buildings.
- h) "Completion Certificate" refers to the certificate issued by the Authority once the project has been completed as per the schedule given in the Data Sheet.
- i) "Contract" means the Contract signed by the Parties and all the attached documents which includes General Conditions (GC), the Special Conditions (SC), and the Appendices.
- j) "Day" means calendar day
- k) "Functional Certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
- l) "Government" means the Government of Uttar Pradesh



- m) "Screening Committee" is a committee constituted at the Authority for screening /verification of the documents submitted by applicant along with applications for allotment.
- n) "Net worth" from Financial Statement, where Net worth shall be calculated as below:
- In case of a Company: Net Worth is the Paid up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and 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)
  - In case of a Partnership firm: Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets, if any.
  - In case of a Trust: Corpus fund and General Fund taken together shall be considered as Net Worth of the Trust.
  - In case of a Society: Corpus fund and General Fund taken together shall be considered as Net Worth of the Society.
  - In case of a New Company: Net Worth of promoters/ Directors
- o) "Lease Rent" is the amount paid by the Allottee/Lessee to the Lessor as rental against the property allocated to the Allottee/Lessee
- p) "Lease Deed" is a contractual agreement by which Lessor conveys a property to Allottee/Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
- q) "Lessor" refers to a person/entity who leases or rents a property to another; the owner thereof in this case is YEIDA.
- r) "Transfer deed" refers to the Document (instrument) by which a property (herein land) is conveyed from its owner (in this case YEIDA) to its tenant.
- s) "Occupancy Certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
- t) "Premium" referred to in this document means total amount payable to the Authority for allotted land
- u) "Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property.
- v) "Mutation Letter" is the letter issued by competent Authority for change of name on a property

## 1.2 How to apply

- 1.2.1 The scheme brochure can be downloaded from the Authority's website [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com), and may be submitted online through YEIDA portal with online payment will processing fee as prescribed in Data Sheet.
- 1.2.2 The application may also be submitted in the listed banks along with a DD for the value equivalent to purchase cost as given in Data Sheet. The DD shall be payable in Noida/Greater Noida/Delhi and drawn in favour of Yamuna Expressway Industrial Development Authority
- 1.2.3 The duly filled in application form, all documents as given in Section 1.5, processing fee and registration money as given in Data Sheet shall be submitted online at YEIDA portal. An additional hardcopy of application and documents shall also be submitted in the office of the authority by applicant.

## 1.3 Language

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

## 1.4 Applicant's responsibility

- 1.4.1 It is assumed that before submitting the application, the Applicant has made complete and careful examination of the following:-
- The eligibility criteria and other information/requirements, as set forth in the Brochure
  - All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies
  - Hardcopy of application with all documents
  - Incomplete application or misrepresentations/suppression of the material facts may lead to cancellation before/after screening.
- 1.4.2 YEIDA shall not be liable for any mistake or error or negligence by the Applicant.

## 1.5 Documents required with Application Form

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

- a) Project Report including
  - Feasibility Report of the proposed project
  - Three years projected cash flow of the project depicting sources of inflow for the project
  - Statement of sources of funds
  - Land use pattern, construction plan and implementation schedule certified by the architect.
- b) Background of the Applicant and its promoters.
- c) List of Directors and key Shareholders(All shareholders having minimum 10% stake) along with their shareholding or list of partners/trustees
- d) Audited Financial Statements of last three years;
- e) Registration documents:
  - i. In case of Company
    - a. Certificate of Incorporation issued by the Registrar of the Companies.
    - b. Memorandum of Association and Articles of Association.
  - ii. In case of Society
    - a. Registration Certificate issued by the Registrar of Societies
    - b. Memorandum of Association of Society
    - c. Rules & Regulations of the Society
  - iii. In case of Trust
    - a. Registered Trust Deed.
  - iv. In case of Partnership Firm
    - a. Form A and Form B issued by the Registrar of Firms.
    - b. Partnership Deed.
- f) Documents to establish source of financing:
  - i. Own funds:
    - a. Photocopy of listed Company's Shares/NSCs/Bonds/FDRs
 OR
    - b. Liquidity certificate from any Nationalized Bank/ Scheduled Bank
  - ii. Loan:
    - a. From friends/relatives- Liquidity certificate from any nationalized/Schedule Bank of such friends/relatives with supporting affidavit
 OR
    - b. 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 certifying that all the statements made in application /Annexures are true and correct.
- h) Net worth from Financial Statement, where Net Worth statements are to be certified by the statutory auditors/Chartered Accountant of the Company (**Note: Applicant should have positive net-worth/surplus investable funds**)
- i) Turnover Certificate duly attested by Chartered Accountant having Turnover of last three Preceding Financial Years.
- j) Affidavit of the applicant certifying whether he is applying for the first time or he has applied earlier also and in that case give details of his earlier applications and the decision of Authority thereon.
- k) Any other information which the applicant desires to provide.

## 1.6 Allotment process

- 1.6.1 Scrutiny of applications: The application along with the requisite documents will be scrutinized by a Screening Committee. If the applications are found to be incomplete/ information is incorrect, the authority shall inform the Applicant about the deficiencies. The Applicant can submit the required documents within 15 days of the issue of this letter.
- 1.6.2 In case the Applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.
- 1.6.3 Selection process: After scrutiny of applications, the applicants will be called for interview/ presentation before the Allotment Committee of YEIDA.
- 1.6.4 Applicants will be informed by YEIDA, at least 3 (three) days prior to the scheduled date of their interview/presentation about the prescribed date, time and place of the presentation.

- 1.6.5 Allotment of plots: After the selection process, the Allotment Committee shall recommend the specific plot number from the available plots.
- 1.6.6 Issue of allotment cum allocation letter: The Allottee shall be informed about the allotment via an allotment cum allocation letter with specific plot no. The Allotment Letter shall be issued within 30 days from the date of approval of allotment.
- 1.6.7 Deposit of Allotment Money: Applicant has to deposit Allotment Money as mentioned in Data Sheet.
- 1.6.8 In case the due Allotment Money as mentioned above is not deposited within the stipulated/extended period, the allotment of plot shall be cancelled without giving any opportunity in this regard and 10% of the Registration Money deposited shall be forfeited.

### 1.7 Extension of time limit for deposit of Allotment Money

No extension regarding time period will be allowed for the deposit of Allotment Money. In case of default in payment, the Allotment will be cancelled and the 10% of the registration money deposited will be forfeited by the Authority. However, in exceptional circumstances, the CEO may allow a time extension of maximum 60 days with penal interest of 11.5% for the defaulted period plus applicable GST.

(The interest rate will be revised on every 1<sup>st</sup> January & 1<sup>st</sup> July of each year as instructed in G.O. No. 1567/77-4-20-36N/20, Dated 09 June, 2020.)

### 1.8 Payment schedule

- i. **Payment of Installment Money:** Allottee has to pay balance 70% of the total premium in 10 equal half yearly installments with interest @ 8.5% per annum. The first such installment will come due first, after six month of the date of issue of the allotment letter. It is clear that in case of default in payment as per schedule, an additional penal interest @ 3% compounded half yearly with applicable GST shall be payable along with 8.50% + 3% = 11.50% p.a. on the defaulted amount and for the defaulted period. It shall be the responsibility of the Allottee to deposit the due installment on due time. If the last date of deposit is a bank holiday, then the Allottee shall deposit the installment on the next working day and it shall be treated as last date of deposit.  
(The interest rate will be revised on every 1<sup>st</sup> January & 1<sup>st</sup> July of each year as instructed in G.O. No. 1567/77-4-20-36N/20, Dated 09 June, 2020.)
- ii. In case of full payment of premium made of allotted plot as per stipulated period mentioned in a allotment letter, 2% discount/rebate will be provided by authority.
- iii. **Prepayment of Installment Money:** Pre payment of outstanding Premium is allowed.
- iv. The payments can be made online on Authority's portal.
- v. The Allottee shall also deposit due stamp duty (Stamp duty calculation should also be verified from the concerned Sub Registrar, GautamBudh Nagar by the Allottee himself/themselves) for Lease Deed in treasury of district GautamBudh Nagar and should produce a certificate to the affect in relevant department at YEIDA within 60 days from the issue of Check List.
- vi. **Intimation of payment to YEIDA:** After depositing the installment with the designated scheduled bank or at online portal of YEIDA, the Allottee shall intimate the same to YEIDA through a written intimation along with the copy of challan/receipt of amount deposited or through an email.
- vii. **Default in payment of installment money:** In case of default in making payment of installment money, the Allottee/Lessee would be required to pay additional penal interest at a rate 3%p.a. (total 8.5 + 3% = 11.50% p.a.) plus applicable GST on defaulted amount for the defaulted period. The defaulted amount will be compounded half yearly.
- viii. **Payment at Allottee's own risk:** Authority will accept each and every payment made by the Allottee at his own risk and responsibility. In case the Allottee violates any terms and conditions of allotment, the rights of the Authority will not be affected in any way irrespective of accepting any payment made by Allottee. No right shall accrue to the Allottee, if the plot allotted/handed over to the Allottee is cancelled, despite the fact that the Allottee has made the entire or partial payment, against the allotment to the Authority.
- ix. In case of default in payment of three consecutive installments, allotment may be cancelled by the Authority.
- x. **Adjustment of deposited payments:** The payment made by the Allottee/Lessee will first be adjusted towards the penal interest due, if any and Interest, Lease Rent payable and thereafter the balance will be adjusted towards the Principal due.
- xi. Difference in the area of land allotted:
  - a. The area of the plot allotted or handed over may vary from the size of the plot in Allotment Letter/ applied for. If area of the plot in the Allotment Letter issued and actual area handed over to the Allottee / lessee is found to be more or less than the area intimated, a proportionate change in the amount of the Premium would be made. The Allottee has to accept the allotment, if the variation in the size of plot is up to 10% of the area applied for. No dispute/ objection by the lessee would be entertained on the ground of variation in the size of plot. Allottee/ lessee would have also no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 10% and Allottee is unwilling to accept the enhanced or reduced area, the Allottee would have the right to decline the



allotment and the deposits made with YEIDA would be refunded without interest, provided that the Allottee applies for refund within 30 days from the date of issue of Allotment Letter or within 30 days from the date of giving possession of the plot, as the case may be.

- b. With regard to the variation in the area of plot allotted, the applicant shall deposit the amount equivalent to the extended percentage of the total Premium at the current prevailing rate of allotment in lump sum.
- xii. The Allottee/Lessee shall not claim/be entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and Allottee/Lessee shall have to pay due installment along with interest on due date.
- xiii. Variation in the cost of land: In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government, the Allottee/Lessee will have to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable. In case of default in payment, penal interest @ 11.5% per annum compounded half yearly with applicable GST shall also be payable by the allottee/lessee on the defaulted amount and for the defaulted period.

### 1.9 Change in the name of applicant

Application made once in the name of Applicant shall not be changed, thus any Change in the name of the applicant will not be allowed under any circumstances. However, registered society trust, the company and firm applicants may change their name as allowed to them as per the provisions of the Companies Act, Society, Trust, and Partnership Act.

### 1.10 Change of category/project

The change in category/project shall be within the permissible categories /projects as specified by YEIDA from time to time.

The request for change of category/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. Difference of allotment cost at the time of conversion between existing use/activity and proposed use/activity plus conversion charges (10% of Premium at the prevailing rates of the converted plot) and location benefit charges shall be levied by the Authority as applicable. The date of issue of conversion letter would be deemed as date of allotment for all practical purposes i.e. for execution of Lease Deed, possession, interest on balance amount, etc.
- iii. The entire deposit made against the allotted plot would be adjusted.
- iv. The terms and conditions shall not change if there is a change in the project/category.

### 1.11 Unsuccessful applicants

- 1.11.1 The registration money of unsuccessful applicants shall be returned/refunded to them without interest, if the period of deposit of such money with YEIDA is less than one year. However, if the period of deposit is more than one year, simple interest @4% p.a. shall be paid for the period of deposit exceeding 1(one) year.

## 2 Section II: Special conditions

### 2.1 Implementation

- 2.1.1 Norms of Development as per Annexure, however other norms shall be as per Building Regulations of YEIDA.
- 2.1.2 The Allottee will commence the construction after taking over physical possession of the plot as per duly approved building plan and inform in writing to YEIDA about timely completion of the approved project.
- 2.1.3 The Allottee/ Lessee / Transferee will adhere to the schedule of construction of the building as given in Data Sheet.
- 2.1.4 The Allottee shall be liable to complete the project as per the schedule given in the Data Sheet and shall inform the Authority in writing in the prescribed format.
- 2.1.5 If Completion Certificate for full project (from the date of lease/ possession) is not taken by the Allottee as per the schedule, then time extension charges shall be payable by the Allottee as decided by YEIDA.
- 2.1.6 The Allottee/ Lessee shall complete minimum applicable FAR according to the Building Regulations of YEIDA and obtain Completion Certificate of the project from YEIDA within the time limit as provided in the Data Sheet.  
 Extension for completion of First Phase: Normally no extension for completion would be granted. However, extension up to 48 months may be granted by the CEO (YEIDA) on payment of extension charges calculated @ 1% for the first year 2% for the second year and 3% for the third year & 4% for the fourth year of the total premium of the plot on pro-rata basis calculated half yearly. However, in exceptional circumstances, further extension may be granted as follows:
  - a. For a further period of 24 months may be granted by the CEO on payment of extension charges @6% per annum of the total Premium of the plot on pro rata basis.
  - b. For a further period of 12 months may be granted by the CEO on payment of extension charges @8% per annum of the total Premium of the plot on pro rata basis.
- 2.1.7 The time period shall be calculated on pro rata basis.

2.1.8 In case of non-adherence to the aforementioned schedule for obtaining Completion Certificate from YEIDA, the plot shall be cancelled and/or lease shall be determined. On such cancellation/ determination, 20% of the total Premium will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.

## 2.2 Functional Certificate

2.2.1 It will be essential to obtain Functional Certificate from YEIDA within 6 months from 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) Proof of any government/ semi-government/ Education Board/ University declaring the Institute is affiliated/ has applied for affiliation (for educational institutions).
- (iv) In case of senior secondary/ primary school, affidavit mentioning that affiliation certificate from the concerned Board/Basic Education Office will be submitted within three years.
- (v) In case of non-affiliating institutions, a proof of running classes is to be submitted.
- (vi) Any two Utility Bills (i.e. electricity bill of permanent connection or documents for installation of permanent connection/ telephone bill/ water charges bill)
- (vii) Copy of bills for furniture/ books/ equipment/ Plant & Machinery/ Lab as per project report submitted

2.2.2 The date of issue of Functional Certificate will be the date of submission of application for issue of Functional Certificate along with documents as mentioned in 2.2.1.

2.2.3 Penalty for not obtaining Functional Certificate: In case of failure to obtain Functional Certificate within 6 months from the date of issue of Completion Certificate, the Allottee would be required to pay penalty @4% of the total Premium per year on pro rata basis.

2.2.4 In case of non-adherence to the aforementioned schedule for obtaining Functional Certificate from YEIDA, the plot shall be cancelled and/or lease shall be determined. On such cancellation/ determination, 20% of the Premium along with applicable GST will be forfeited and the Lessor shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.

## 2.3 List of activities permissible on the plot

Core activities and support activities as prescribed for the concerned use premises in the Data Sheet shall be allowed on the allotted plot.

**Note:** Following additional support facilities mentioned below shall also be permissible:

- 1) Guard/ Chowkidar residence
- 2) ATM
- 3) PCO
- 4) Open parking/covered parking
- 5) Public conveniences
- 6) Helipad
- 7) Public facilities and utilities (post office counter, post office, post and telegraph office, police post, police station, telephone exchange, RLU/RSU, electric sub-station, sewage treatment plant, sewage pumping station, water works, underground reservoir, water treatment plant.)

## 3 Section III: General terms and conditions

### 3.1 Execution of Lease Deed

3.1.1 YEIDA shall be required to issue a check list for the execution of Lease Deed to the Allottee within 15 days from the date of receiving the lease plan from the concerned department.

3.1.2 The Allottee is required to execute the Lease Deed and take the physical possession within 60 days from the date of issue of the checklist.

3.1.3 In case of failure to execute the Lease Deed and taking over of possession within the above-stipulated/extended time period, the allotment shall be cancelled and 10% of the entire amount deposited with YEIDA would be forfeited.

3.1.4 In exceptional circumstance, the CEO may grant extension of time up to a maximum period of 180 days for execution of Lease Deed and taking over of possession. This extension shall be granted on the basis of payment equivalent to 2.5% of total Premium of the plot on a pro rata basis for the delayed period. Further extension for the execution of Lease Deed shall not be provided in any circumstances and action shall be taken as per the provision of 3.1.3.

3.1.5 **Documentation charges:** The stamp duty, registration charges and all legal expenses involved in the execution and registration of Lease Deed as stated above and all other incidental expenses shall be borne by

the Allottee. The rate of stamp duty shall be applicable as per the notification issued by the state government from time to time.

- 3.1.6 Period of lease: Allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.

### 3.2 Lease Rent

- 3.2.1 Details as per Data Sheet

### 3.3 Location charges

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

### 3.4 Possession of the plot

- 3.4.1 Possession of allotted plot will be handed over to the Allottee/Lessee after execution and registration of Lease Deed
- 3.4.2 Execution and registration of Lease Deed can be done only after a minimum payment of 30% of Premium and one year Lease Rent, in advance.
- 3.4.3 For the purpose of payment of Lease Rent and other statutory or scheme compliance, possession shall be deemed from the date of execution and registration of Lease Deed by the office of Sub Registrar.

### 3.5 Variation in actual area of allotted plot

- 3.5.1 Details as per Data Sheet.

### 3.6 Surrender

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

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

- 3.6.2 The request for surrender shall contain signatures of Allottee/Lessee along with:
- 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.
  - In case of registered partnership firm letter of authorization by its partners.
  - The Allottee has to execute surrender deed, if Lease Deed/transfer deed has been executed then all the original letters issued by the authority along with legal documents are to be surrendered unconditionally to the authority.

### 3.7 Change in Constitution(CIC)

Change in constitution may be allowed by CEO or its authorized officer YEA on completion of required formalities as per the prevailing policy of the YEA at the time of change in constitution.

### 3.8 Construction

- 3.8.1 The Allottee/ Lessee shall construct the building after getting proper approval of the building plans from the concerned department of YEIDA.
- 3.8.2 The Allottee/ Lessee shall commence construction within 6 months from the taking over possession of the plot and inform the concerned department of YEIDA in writing.
- 3.8.3 The Allottee/ Lessee shall complete construction within prescribed time limit from the date of execution of Lease Deed and registration of the same with Sub- Registrar or extended period by YEIDA.
- 3.8.4 The Allottee/ Lessee shall complete construction of buildings as per approved plans and obtain completion/ occupancy certificate from YEIDA for minimum area as prescribed in Building Regulations as given in the Data Sheet.

### 3.9 Maintenance

- 3.9.1 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of YEIDA or from the competent authority in this regard.
- 3.9.2 The Allottee/Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
- At all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor.
  - And to make available required facilities as well as to keep surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
- 3.9.3 The Allottee/ Lessee shall abide by all Regulations, Building Regulations and guidelines of YEIDA framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976, as amended from time to time, and the rules made therein. The allottee shall abide by the Real Estate (Regulation and Development) Act, 2016, as amended from time to time and the various rules made thereunder.
- 3.9.4 The Allottee/ Lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or indecent or immoral and in conformity with the various laws and policies, and the orders of Hon'ble Supreme Court of India and the Hon'ble Allahabad High Court. Furthermore, the allottee shall abide by section 3(1) of Real Estate Industrial Area before marketing, advertising, selling in respect of the project. All the advertisements and marketing details for the project shall contain all such information about the project that shall enable the prospective consumer/customer in making an informed decision about the project.
- 3.9.5 The Allottee/ Lessee shall not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except at a place specified for the purpose by the Lessor.
- 3.9.6 In case of non-compliance of terms and conditions / any directions of YEIDA, CEO of YEIDA shall have the right to impose penalty as it may consider just and/or expedient by explaining or recording the reasons thereof.
- 3.9.7 If the maintenance work of any area is not found satisfactory according to YEIDA, then the required maintenance work will be carried out by YEIDA and all the expenses in carrying out such work shall be borne by the Allottee.

### 3.10 Mortgage

- 3.10.1 The mortgage permission shall be granted after payment of minimum 30% of the total Premium, in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot, provided the allotment/lease of the plot is neither cancelled nor any show cause notice has been issued to the Allottee/Lessee and has a valid time period for construction as per terms of the Lease Deed or has obtained valid extension of time for construction as the case may be and has cleared up to date dues of the plot Premium and Lease Rent.
- 3.10.2 The Lessee will submit the following documents:
- Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
  - Clearance of up to date dues of YEIDA.
- 3.10.3 YEIDA shall have the first charge on the plot towards payment of all outstanding dues.
- 3.10.4 In the event of sale or foreclosure of the mortgaged/charged property, YEIDA shall be entitled to claim all dues YEIDA may recover not more than 50% or as decided by the authority, of the unearned increase in values of properties in respect of the market value of the said plot as first charge, having priority over the said mortgage charge. The decision of the authority in respect of the market value of the said plot shall be final and binding on all the parties concerned.
- 3.10.5 YEIDA shall have 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.



- 3.10.6 Documents required for obtaining Mortgage Permission Application can be submitted along with the following documents:-
- i. No dues certificate issued by the concerned Accounts Officer, or an undertaking by bank/institution for payment of the total due amount directly to YEIDA.
  - ii. A letter from bank/institution that the grant of loan is under consideration
  - iii. An affidavit that no unauthorized construction has been done by the allottee/lessee/transferee.
  - iv. Processing fee Rs 5,000/- is required to be deposited by the Allottee/Lessee/Transferee in case of Mortgage permission is sought.
  - v. A copy of the resolution passed by Board, in case of Company/Trust/Society etc.
  - vi. In case of Allottee being a Partnership Firm, all partners shall be required to sign the application for Mortgage, alternatively the signatory partner has to produce an Authority Letter/Power of Attorney to move such an application.
  - vii. Any other documents as required by the CEO or any authorized officer, YEIDA from time to time.
- 3.10.7 Collateral security: The Lessee has to make full payment of total premium and other dues of plot and make unit functional. The processing fee of Rs. 5000/- has to be deposited for the permission of collateral security. An application along with bank challan of deposited processing fee amount and letter of bank for permission of collateral security has to be submitted to concerned department of authority.
- Note:** *All the clauses mentioned under sub-clause 3.10 Mortgage/collateral security, shall become a part of the 'Loan Agreement' signed between the Bank and the Lessee. The copy of the 'Loan Agreement' shall be submitted to the Authority by the Lessee within 15 days of the execution of the Agreement.*

### 3.11 Transfer of Plot

- 3.11.1 Subject to various statutory provisions as contained in Real Estate (Regulation and Development) Act and the various other statutes and the following conditions. An Allottee/Lessee will be allowed to sell/ transfer the plot allotted by the Authority to any other person who is eligible to apply as mentioned in Data Sheet.
- i. Transfer shall be permitted only after the unit has been declared functional by YEIDA.
  - ii. In such cases, where cancellation has been effected or are in process of cancellation, are not eligible for transfer.
  - iii. More than one property (ies) allotted as one allotment can also be transferred individually to different Transferee(s).
- 3.11.2 Application for transfer shall be received on the prescribed Transfer Application Form available from bank on payment, along with the transfer processing fee which shall be Rs. 1,000/- to be deposited in prescribed bank of Authority and one copy of deposited challan is to be submitted along with transfer application form.
- 3.11.3 The Transfer application form should be duly filled along with the NOCs from various departments i.e. Project division, no dues from the Accounts/ allotment department, last paid electricity bill (In case all original as well as subsequent legal documents are submitted, then NOC from Bank/ Financial Institution is not required).
- 3.11.4 Photograph & signature of Transferor(s)/ Transferee(s) must be attested by the Bank Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorizing the signatory for moving the transfer application should also be submitted with application.
- 3.11.5 Both Transferor and Transferee must be competent to contract on the date of transfer application.
- 3.11.6 The plot shall be transferred for similar purpose.
- 3.11.7 Transfer of partial area of plot shall not be considered.
- 3.11.8 Charges for Transfer
- i. Transfer charges are @5% of the prevailing Premium amount of plot at the time of transfer
  - ii. Transfer or/and Transferee should severally and/ or jointly satisfy themselves about the overdue/ dues position from the concerned department of YEIDA.
  - iii. Transfer charges once deposited will not be refunded/ adjusted even in case of transfer does not materialize due to dispute between the parties or withdrawal of transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transferor and the Transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.
  - iv. The change in the name of the shareholders does not amount to transfer of property of the company. The change in constitution deed regarding change in shareholders as a result of transfer of share in the companies is not mandatory to be registered under section 17 of Registration act, 1908. In addition to this, no stamp duty is leviable on this CIC deed under clause 23 of schedule 1b of the stamp act, 1899. No transfer charges will be leviable on the transfer of shares in the companies and no prior approval of the

YEIDA shall be required for transferring the shares. However, the relevant provisions of the Stamps Act and Companies Act at the time of transfer may be applicable. (as per order of up government dated 11-10-2010)

- 3.11.9 Once transfer is approved and the Transfer Memorandum is issued and transfer deed is executed, all the assets and/or liabilities against the plot/unit would pass on to the Transferee.
- 3.11.10 Lease Rent will be charged @2.5% of the prevailing Premium with location charges, on the date of issue of Transfer Memorandum subject to enhancement as envisaged in Lease Deed/ Transfer Deed/ Transfer Memorandum. In case of one time Lease Rent facility has not been availed.
- 3.11.11 In case of transfer of rights of a minor, orders of the District Judge are required regarding the protection of interest of the minor.
- 3.11.12 Transfer of property by Allottee/Transferee directly or through registered GPA, to his/her parents, grandfather, grandmother, grandchildren, children, wife & vice versa would be allowed without charges, subject to payment of processing fee of Rs. 1000/- which is not adjustable and non-refundable.
- 3.11.13 The transfer of institutional property is an act between Transferee(s) and transferor(s) and as such any liens, claims, damages, compensation, adverse court orders etc. arising thereof subsequently would be the sole liability of Transferee(s) and YEIDA would remain indemnified against the same.
- 3.11.14 The Allottee/ Lessee/ Transferee shall execute a Transfer deed, after paying the transfer charges, within 90 days from the date of issue of the Transfer Memorandum by YEIDA. A certified copy of the same shall be submitted to YEIDA after the registration of the same with the Sub Registrar, of YEIDA. The Transfer Memorandum shall be part of the transfer deed executed between the Transferor and the Transferee. In case Transferor and Transferee fail to execute transfer deed within 90 days, penalty of Rs. 100/- per day will be payable for the delayed period. One copy of registered transfer deed with sub-registrar has to be submitted to YEIDA Institution Department for record.
- 3.11.15 In case of transfer/ sale by financial institution under section-29 of State Financial Corporation Act/ by bank under SARFAESI Act, the application has to be moved by the financial institutions/bank along with all NOC's required in the transfer application form. In such case transfer charges at the rate of 10% of the sale value will be levied.
- 3.11.16 Issue of Mutation Letter: Application can be submitted by the Transferee at the concerned department along with a certificate copy of the Transfer Deed duly executed by the Transferor.

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

- 3.12.1 The allottee is bound to comply with the statutory mandate of Real Estate (Regulation and Development) Act as and when it is applicable in respect of any and every alteration or addition to the sanctioned plan and project specifications. The Allottee/Lessee shall not use the plot for any purpose other than that for which it has been allotted /leased. The Allottee/Lessee shall not be entitled to divide the plot or amalgamate it with any other plot. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Authority.
- 3.12.2 The Allottee/Lessee will not make any alteration or 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.
- 3.12.3 If the Allottee/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 Allottee/Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by YEIDA in this regard.

### **3.13 Indemnity**

- 3.13.1 The Allottee/Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Allottee/Lessee. The Allottee/Lessee shall execute an indemnity bond, indemnifying YEIDA against all disputes arising out of
  - i. The non-completion of work
  - ii. The quality and validity of development, construction, operations and maintenance
  - iii. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser

### **3.14 Liability to Pay Taxes**

- 3.14.1 The Allottee/Lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by any authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

### **3.15 Overriding Power over dormant properties**

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

### 3.16 Cancellation

- 3.16.1 In addition to the other specific clauses relating to cancellation the Authority shall be free to exercise its rights of cancellation of allotment in the case of:
- Allotment being obtained through misrepresentations/ suppression of material facts.
  - Any violation of directions/ rules issued by the authority or any other statutory body.
  - Default on the part of the applicant/Allottee /Lessee for breach/violation of terms and conditions of Registration/Allotment/Lease and / non-deposit of Allotment Money /non-deposit of three consecutive installment money. Deposit against Lease Rent, interest on Lease Rent and up to date dues, Lease Rent and penalty, if any will be forfeited.
- 3.16.2 In the event of cancellation, under sub-clause (a) above, the entire deposits till the date of cancellation shall be forfeited and possession of the Plots will be resumed by YEIDA / lessor with structure thereon, if any, and the Allottee/Lessee will have no right to claim compensation thereof.
- 3.16.3 In the event of cancellation, under sub-clause (b) & (c) above, 20% of the total Premium or the amount deposited up to the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

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

### 3.17 Restoration

- 3.17.1 YEIDA can exercise 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:
- The application for restoration may be submitted to the authority within a period of 3 months from the date of cancellation.
  - 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.
  - The Allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.
  - The Allottee will submit project implementation schedule in the shape of affidavit. The maximum time allowed shall be two years for plot size up to 4000 sq. m. and three years for plot size above 4000 sq. m.
  - 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.
  - If there is any court case pending before any court, it has to be withdrawn by the Allottee. All legal expenses would be borne by the Allottee.
  - In case allotment had been cancelled due to non-permissible activities (other than project approved in allotment letter/lease deed), the request for restoration of the plot shall only be considered on submission of notarized affidavit for non-carrying out the non-permissible activities. Further an inspection of the site about the same will be done by YEIDA before restoration.
  - In case of restoration in prepossession cases, the Allottee shall be required to get the unit functional as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

### 3.18 Amalgamation and sub-division

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

### 3.19 SPECIAL TERMS & CONDITIONS FOR NURSERY/ PRIMARY/ SENIOR SECONDARY SCHOOL:

- The applicant should have a wide experience of the project and its financial status should be sound.
- The fee structure of the school should meet the expectations of all categories of the society especially of lower income group.
- The allottee should allow full fee concession to atleast two students in each class on merit & income basis and allow other two student 50% concession in fees. In this category the children of Yamuna Expressway Industrial Development Authority employees/officers would also be eligible.
- The allottee shall be required to give minimum 75% admission of the children of resident's of YEIDA notified area, out of which 10% seats shall be reserved for wards of erstwhile land owners whose land has been acquired by YEIDA at any point of time. However, this term can be relaxed under special circumstances with permission of CEO, YEIDA.
- The allottee shall be required to give admission to atleast two students in each section of each classes, recommended by YEIDA Authority. In this category the children of YEIDA Authority employees would also be eligible.



- 1.6 The allottee shall be required to get school recognized/affiliated by/to any State/Central Govt. Board/Council Within three years from the date of functioning.
- 1.7 The Lessee shall ensure that 20% students from farmer's family will be admitted in the inception classes on the basis of eligibility and nominated by the Chief Executive Officer/his nominee of the Lessor. The fees concession for such students shall be 25% of the gross fees every year.
- 1.8 Besides the provision in clause (1.7) above, two economically weaker students in each year will be admitted on recommendation of the District Magistrate, GautamBudh Nagar, The fee concession for such students will be 50% of the gross fees in each year.
- 1.9 In case a student from a farmer family drops or leaves the school in mid-session then that vacancy will be filled only on recommendation by the CEO/his nominee of the Lessor only. The Schools will intimate such vacancies as soon as it occurs so that recommendation by the CEO/his nominee is accorded.
- 1.10 The school will provide a Colum in its admission form to recognize such students which will be filled on the basis of the certificate issued by the Authority to the effect.  
 This is to clarify that "farmer" means a person whose land is acquired by the Authority.

### 3.20 SPECIAL TERMS & CONDITIONS FOR SOCIAL/CULTURAL CENTRE :-

- 1.1 The applicant would be required to deposit the entire balance prermium of plot in case the plot is proposed for allotment for Govt/Semi Govt. Undertaking/ Institutions/ Departments/ Social/Cultural use.
- 1.2 The allotment of land for social/cultural use will be made only in favour of Registered Trust or a Society duly constituted in India and registered with the competent Authority.
- 1.3 The Trust/Society must possess necessary funds, Facilities and capability to run the proposed institution.
- 1.4 The allotment of land shall be made on the application of Registered Society/Registered Trust. Authority will reserve the right to accept or reject any application without assigning any reason.
- 1.5 Only those Registered Societies/Registered Trust will be entitled for the allotment who have obtained the No objection certificate from District Authorities to run the proposed Institution, if applicable.

### 3.21 Other Clauses

- i. The Lessor/Authority reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee/Lessee.
- ii. If due to circumstances beyond the control of YEIDA, the possession of plot is not handed over to the Allottee within 2 years, the full amount deposited by the Allottee would be refunded along with the simple interest @4% after 2 years per annum.
- iii. In cases of "Force majeure" or such circumstances beyond YEIDA's control, YEIDA is unable to make allotment or the possession of the allotted plot, entire registration money or the deposit, depending on the stage of allotment will be refunded with 4% simple interest if the delay is more than 1 year.
- iv. In case of increase in the compensation/ex-gratia to farmers by the order of Court/Govt./Authority or otherwise, the increased amount shall be payable by the Allottee/ Lessee of the Land.
- v. In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of YEIDA shall be final and binding on the Allottee/Lessee and his/ her/their successor.
- vi. YEIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to apply for the allotment.
- vii. The Allottee/ Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are issued there under from time to time.
- viii. Any dispute between the Lessor and Allottee/ Lessee shall be subject to the territorial jurisdiction of Civil Courts at GautamBudh Nagar or the High Court at Allahabad. All disputes shall be referred to arbitration before an arbitral tribunal constituted by YEIDA. The seat of arbitration shall be Gautam Buddha Nagar and the language of arbitration shall be English.
- ix. The allotment will be accepted by the Allottee on "As-is-where-is basis". The Allottee is advised to visit the site before submission of application form for allotment.
- x. Provisions related to 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 managed by the Allottee/Lessee till an alternate arrangement is made by YEIDA.
- xii. All arrears due to the Lessor are recoverable as arrears of land revenue.
- xiii. YEIDA in larger public interest has the authority to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of YEIDA shall be final and binding on the Allottee/Lessee.
- xiv. The Allottee/Lessee shall have to make sufficient provision of parking in the plot itself.

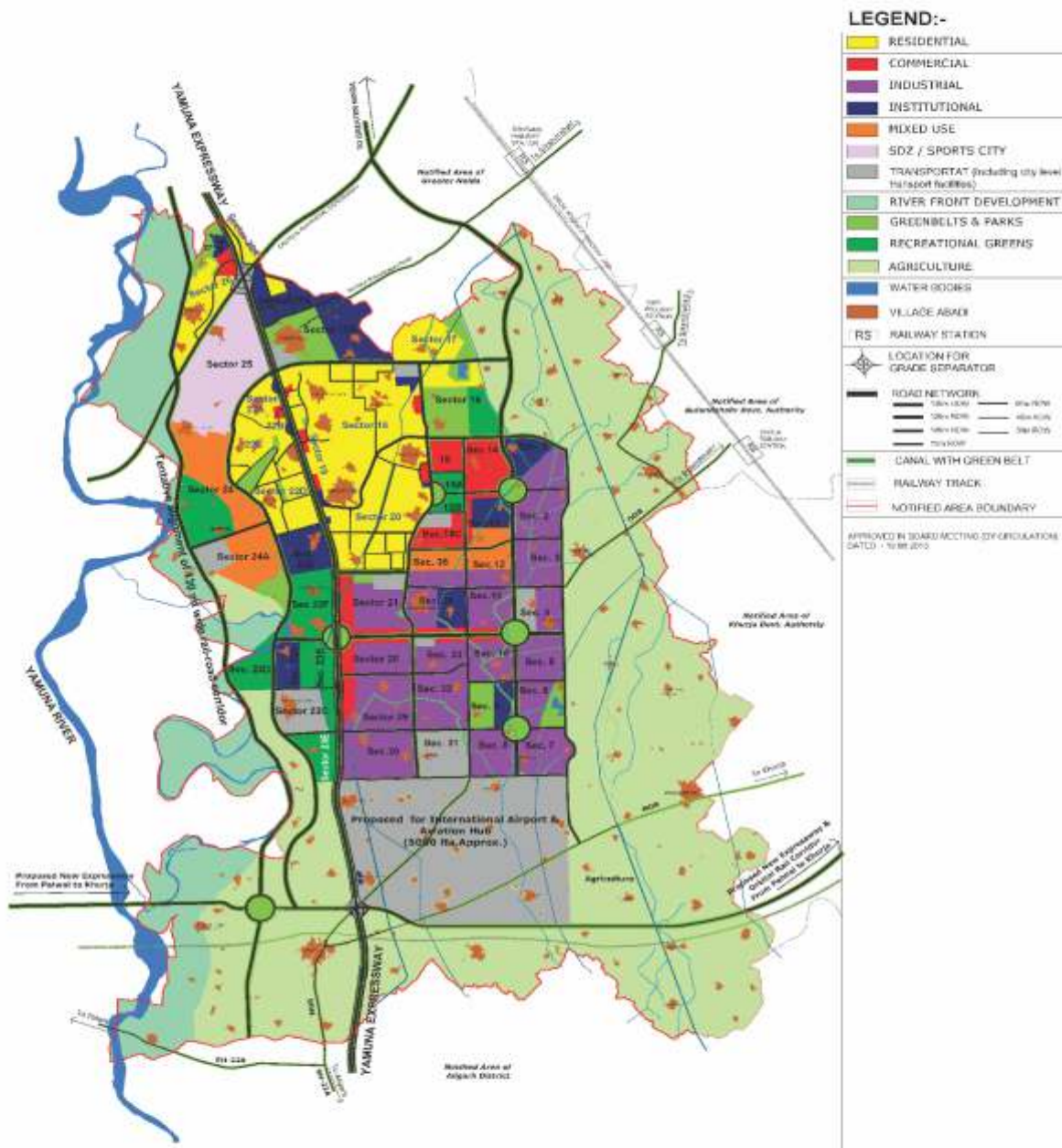








**MASTER PLAN FOR YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AREA (PHASE - I) - 2031**  
(For Notified Area of GautamBudh Nagar & Bulandshahr District)



**NOTE:**  
 1. Area of draft is indicative only. The schedule shall be determined basis of actual final survey and revenue records.  
 2. Boundary of notified area shall be on site basis of revenue records.  
 3. Canal & water bodies are only indicative and shall be determined as per the revenue records.

APPROVED IN BOARD MEETING BY REGULATIONS DATED - 16.08.2015

**YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY**

TITLE : Master Plan

Cost : 5500 + Gst Extra



**Yamuna Expressway Industrial Development Authority**  
(U.P. Government Undertaking)

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