

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

Scheme Code: MLU/2025-2026/10

Sector-24









## YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

(U.P. Government Undertaking)

1st Floor, Commercial Complex, Block-P-02, Sector Omega-1, Greater Noida - 201308, Distt. Gautam Budh Nagar, U.P. Tollfree: 1800 180 8296 • Website: www.yamunaexpresswayauthority.com



# YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY (YEIDA)

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

BROCHURE CUM APPLICATION
FORM FOR ALLOTMENT
OF
MIX LAND USE PLOTS IN SECTOR-24
(Minimum 10,000 Sqm. & Above)

(INDUSTRY AS CORE ACTIVITY WITH SUPPORT ACTIVITIES)

# SCHEME CODE MLU/2025-2026/10

**Date of Opening: 08-05-2025 Date of Closing: 05-06-2025** 

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 2024-25 (GSTR-3B) of any month should be enclosed with the application form.

**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 10,000 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	08.05.2025
Date of closure of the scheme/ last date of submission of application form	05.06.2025
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 ld- queries@yamunaexpresswayauthority.com industry@yamunaexpresswayauthority.com
4. Allotment method for the scheme	on the basis of Qualification in objective Parameter.
5. Availability of scheme brochure	Downloadable from the Authority's website www.yamunaexpresswayauthority.com
6. Eligible entities	<ol> <li>Proprietorship Firm</li> <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> <li>Consortium is not allowed.</li> <li>Proposed entities are not allowed.</li> <li>Individual/Limited Liability Partnership Firm (LLP) is not allowed</li> <li>An applicant shall have only one allotment under eligible entities mentioned above within current scheme.</li> <li>In case of an applicant / company / shareholder / partner or family member of applicant (having 50% or more controlling rights), then only one application may be considered.</li> <li>Note: family means spouse and dependent.</li> </ol>
7. Purchase cost of thescheme brochure	Free of cost.
8. Processing Fee	Non-refundable/non-adjustable processing fee of INR 25,000/-plus applicable GST shall be deposited through online portal of YEIDA or RTGS/NEFT by generating challan from the portal.
9. Registration for allotment of plot	Adjustable/refundable amount equal to 10 percent of total premium Amount 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.

10. Allotment Money	40 percent of total total premium Amount of the plot after adjusting Registration money within 60 days of issuance of Allotment Letter without interest.
11. Payment of installment for the allotted plot	The payment of 60% of the total total premium Amount of the plot shall be made in 4 (four) equal half yearly installments along with interest at a rate of 10.5% per annum. In case of default in payment as per schedule, an additional penal interest @3% compounded half yearly with applicable GST shall be payable along with (10.5% + 3% =13.5%) 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.  Note:- Interest @10.5% P.A. is applicable from 1st July 2024 subject to the revision on 1st January & 1st July of each year as per Go. No. 1567/77-4-20-36N/20 dated 09 June 2020
12. Processing Fee for Mortgage permission	INR 5,000/- plus applicable GST.
13. Transfer charges	Transfer charges are @10% of the total premium Amount of the plot mentioned in the allotment letter.
14. Period of lease	The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.
15. Location charges	In case the allotted plot is located on <b>45 mtr. or more wide roads</b> or corner plot or plots facing the green belts/parks, the location charges shall be payable by the allottee/lessee @5% for each preferential location subject to a maximum of 15% of the total land rate with applicable GST . Location charges are included in AVAILIBILITY OF PLOTS.
16. Possession of the plot	<ul> <li>i) Execution of Lease Deed can be done only after a minimum payment of 40% of total premium Amount of the plot and one year Lease Rent, in advance with applicable GST.</li> <li>ii) Physical possession would be deemed to be handed over from the date of execution of Lease Deed.</li> <li>iii) Development of land/Plot is under process.</li> </ul>
17. Amalgamation or Sub division of plot	No Amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.
18. Norms of development	<ul> <li>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./or at the time of map sanction.</li> <li>ii) Other norms for development/ construction shall be as per the applicable Building Regulations of YEIDA at the time of allotment.</li> </ul>

19. Permissible development activity	List of permissible industries are enclosed at B-19
20. Rate of annual Lease Rent	i. In addition to the total premium Amount of plot, annual Lease Rent at the rates of 2.5% of the total premium Amount of the 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.
	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.
	ii. Consequences of default in payment of Lease Rent: In case of default in payment of Lease Rent, interest @ 10.5% + 3% = 13.5% p.a. with applicable GST 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 Amount of the 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.
	<b>Note:-</b> If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he/she can subsequently exercise his option to pay one time lease rent indicated above.
	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.

### Note:

- 1. GST liability as per applicable rates at the time of payment shall be borne by the allottee itself under Reverse Charge Mechanism vide Notification No. 13/2017 S. No.5, 5A dated 28/06/2017.
- 2. Interest @10.5% P.A. is applicable from 1st Jan 2025 subject to the revision on 1st July & 1st January of each year as per Go. No. 1567/77-4-20-36N/20 dated 09 June 2020



## **AVAILABILITY OF PLOTS:-**

S.N o	Size (Sq.Mtr)	Plot No.	Sector	Rate Of Allotment (Per Sqmtr)	Applica ble % age Of PLC	Rate Of Allotment Including PLC (Per Sqmtr)	TOTAL PREMIUM	Registration Amount
1	43827	17E	24	21670.00	5%	22753.50	997217644.50	99721764
2	40000	21B	24	21670.00	5%	22753.50	910140000.00	91014000
3	31660	15	24	21977.26	10%	24174.99	765380183.40	76538018
4	10160	12A	24	23727.73	5%	24914.12	253127459.20	25312746
5	10700	12B	24	23676.57	0	23676.57	253339299.00	25333930
6	12940	12C	24	23266.08	0	23266.08	301063075.20	30106308
7	10420	12D	24	23705.27	0	23705.27	247008913.40	24700891
8	10420	12E	24	23705.27	0	23705.27	247008913.40	24700891
9	10420	12F	24	23705.27	0	23705.27	247008913.40	24700891
10	10420	12G	24	23705.27	0	23705.27	247008913.40	24700891
11	10420	12H	24	23705.27	0	23705.27	247008913.40	24700891
12	10420	121	24	23705.27	0	23705.27	247008913.40	24700891
13	10420	12J	24	23705.27	0	23705.27	247008913.40	24700891
14	19820	12L	24	22582.91	5%	23712.06	469973029.20	46997303
15	20440	11A	24	22544.30	10%	24798.73	506886041.20	50688604
16	21700	11B	24	22471.35	5%	23594.92	512009764.00	51200976
17	20000	11C	24	22571.00	5%	23699.55	473991000.00	47399100
18	20000	11D	24	22571.00	5%	23699.55	473991000.00	47399100
19	20000	11E	24	22571.00	5%	23699.55	473991000.00	47399100

*Note:-* Number of plots may increase/decrease as indicated in the above respective categories.



# SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT A-1HOW TO APPLY

The scheme brochure can be downloaded from the Authority's website www.yamunaexpresswayauthority.com. The application shall be submitted online through Single Window Portal Nivesh Mitra website www.niveshmitra.up.nic.in. Processing fee and Registration money as given in Data Sheet shall be deposited online payment gateway portal of YEIDA on or before closing date.

#### 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 Amount 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. In cases where applications for the plots mentioned in the brochure are not received, then according to the Roll over policy, the last date to submit applications can be extended twice for a period of seven days each. Subsequently, the allocation process will be carried out for the received applications based on Objective Parameter as per the specified policy of YEIDA.

#### 2. Scrutiny of Application

- i. The application along with the requisite documents will be submitted online through Single 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.
- ii. The application along with the requisite documents will be scrutinized by the screening committee. If the applications are found to be incomplete/information is incorrect, the authority may reject the application.

  In case the applicant is unable to submit the required information within prescribed time, the application shall not be considered for allotment.

#### 2.1 Allotment of plots:

The application along with the requisite documents shall be screened by inter-departmental screening committee. The incomplete application/ without requisite documents shall not be recommended for interview and project presentation before allotment committee. The complete application shall be awarded marks according to the document submitted with the application as per the defined Objective criteria given in Annexure-6. After obtaining minimum 65% of the total marks the application shall be considered for allotment. However, the applicant, whose application has been found to be eligible with respect to terms & conditions mentioned in the brochure will have to appear for interview and project presentation before the allotment Committee on prescribed date & time for examining the viability of the project.

- 3. **Deposit of Allotment Money-** Applicant has to deposit Allotment money as below.
- a 40 percent of total premium Amount 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 premium Amount of the plot from the issue of Allotment Letter. In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period/extended period, the allotment of plot shall be cancelled, and money deposited as Registration money shall be forfeited.

#### 4. 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 registration money 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 13.5% p.a. (10.5% + 03% = 13%) compounded half yearly for the defaulted period.





# Documents Required

#### 5. DOCUMENTS REQUIRED FOR REGISTRATION WITH APPLICATION FORM

#### (A) For qualification in objective criteria, following documents are required:

- 1. Networth certificate certified by C.A.
- 2. Details of Local employment (%) signed by applicant on letter head of the company.
- 3. Liquidity certificate from any Nationalized Bank/ Scheduled Bank.
- **4.** Photocopy of functional certificate (in related field) if the same firm / company has more than one units in Delhi-NCR.
- 5. List of current director & shareholders certified by C.A. with UDIN along with category (SC / ST / physically challenged / women) if applicable.
- 6. Audited Financial Statements/ balance sheet of last three years (2023-24, 2022-23, 2021-22)
- 7. Statement of Turnover (last 3 Years- 2023-24, 2022-23, 2021-22) as per audited balance sheet certified by C. A

#### (A) Project Report including:-

a. Percentage of different land uses as opted by Applicant:-

#### 1.1 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

- b. Feasibility Report of the proposed project.
- c. Three years projected cash flow of the project depicting sources of inflow for the project.
- d. Statement of sources of funds / finance clearly mentioning self sources and other means of finance.
- e. Land use pattern and construction plan and schedule of implementation certified by the architect.
- f. Project report and other provisions as given in **annexure-8** shall be included in DPR.
- g. GST Registration certificate of the firm or company. In case of start-up company, start-up certificate is required.
- h. Photocopy of PAN card of the firm or company.
- i. Photocopy of Aadhar card of all shareholders / partners in the firm or company.

#### (B) Following documents shall be required to be submitted with the application for establishing its source of financing:

- a. Photocopy of listed Company's Shares/NSCs/Bonds/FDRs.
- b. Liquidity certificate from any Nationalized Bank/ Scheduled Bank
- c. In case of loan from friends/relatives, liquidity certificate from any nationalized/Schedule Bank of such friends/relatives should be enclosed with supporting affidavit.
- d. 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.
- (C) Background of the Applicant and its Promoters.
- (D) List of Directors and Shareholders along with their shareholding certified by C.A. with UDIN.
- (E) Affidavit of the applicant on annexure- 4 (certifying that all the statements made in application/Annexures are true and correct) & annexure 7 (INDEMNITY BOND)
- (F) Turnover from Financial Statement of last three financial years
- (G) Any other information, applicant desires to provide.

#### (H) Registration Certificate and by elaws-

- a. In Case of a Company
- i. Certificate of Incorporation issued by the Registrar of the Companies.
- ii. Memorandum of Association and Articles of Association.

#### b. In Case of a Society

- i. Registration Certificate issued by the Registrar of Societies.
- ii. Memorandum of Association of Society.
- iii. Rules & Regulations of the Society.

#### c. In Case of a Trust

- i. Registered Trust Deed.
- d. In Case of Partnership Firm
- i. Form A and Form B issued by the Registrar of Firms.
- ii. Partnership Deed.

#### e. In Case of Proprietorship Firm

- i. Copy of PAN Card
- ii. Copy of Passport/Voter ID Card
- iii. Copy of recent bank statement from any Nationalized Bank

NOTE:-Turnover, Networth and Solvency / Liquidity shall be considered only of Applicant. Turnover, Networth and Solvency / Liquidity of any Sister Concern / Group Company / Holding company / Promoters / Directors / Shareholders / Partners or any other Related Parties shall not be considered.

#### A-5 Mode of Deposit of Registration Money and Processing Fee

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

#### A-6 Grounds of rejection of application

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

#### A-7 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 13.5% (10.5% + 3% = 13%) with applicable GST on Penal Interest.

#### A-8 PAYMENT SCHEDULE

40 percent of total total premium Amount of the plot after adjusting Registration money within 60 days of issuance of Allotment Letter without interest. Balance 60% amount of total premium **Amount** of the plot be given by the allottee. In such a case, the allottee shall pay interest @ 10.5% p.a. in half yearly instalments. The payment of 60% total premium Amount of the plot shall be made in equal 4 half yearly instalments along with interest on reducing balance at a rate of 10.5% p.a. In case of default in depositing instalment, interest @ 13.5% (10.5% + 3% = 13.5%) compounded half yearly shall be levied for the defaulted period on the defaulted amount plus applicable GST.

**Note:-** Interest @10.5% P.A. is applicable from 1st Jan 2025 subject to the revision on 1<sup>st</sup> January & 1st July of each year as per Go. No. 1567/77-4-20-36N/20 dated 09 June 2020.

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

#### (i) Pre-payment of Installment Money

Prepayment of premium amount outstanding is allowed.

#### (ii) 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.

#### (iii) 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 10.5% p.a. i.e. total 13.5% p.a. on amount for defaulted period plus applicable GST on penal Interest. The defaulted amount will be compounded half yearly.

**Note:-** Interest @10.5% P.A. is applicable from 1st Jan 2025 subject to the revision on 1st July &  $1^{st}$  January of each year as per Go. No. 1567/77-4-20-36N/20 dated 09 June 2020

#### (iv) 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.



#### (v) 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.

#### (vi) 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 40% of premium amount 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:

S. No	Delayed	Penalty
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.

#### (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-9 Lease Rent

(i) In addition to the total premium Amount of the plot, annual lease rent at the rates of 2.5% of the total premium Amount of the 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. (with applicable GST under RCM.)

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 @ 13.5% p.a. (10.5% + 3% = 13.5%) 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 premiumAmount of the 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-10 PREFRENTIAL CHARGES**

It has been clearly mentioned at point no. 15 of the data sheet and PLC has been included in the total premium amount.

#### A-11 IMPLEMENTATION OF PROJECT

#### 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/Mega/Super Mega/Ultra Mega	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-Polluting			5	Atta Chaki	5	Library	
	Agro- based industry			6	Vegetable/Fruit shop	6	Family welfare center	
	<b>Note:</b> All of above Industry shall be Non Polluting 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		Public utilities like Tube well, water tank, electric sub-	
				12	Repair Shop	11	station etc.	
						12	Parking facilities	
						13	Training center/School/ Skill Development Center	
						14	Hostel/Guest House	

#### 3 General Provisions:-

- 1. Distribution of FAR in different land uses shall be as per Building Regulations.. Over all FAR and ground coverage shall not exceed the maximum limit as per Building Regulations..
- 2. 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 (including GST) and maximum 5% of permissible F.A.R. shall be used for facilities (including GST).
- 3. Extent of Maximum FAR shall not exceed the maximum FAR limit prescribed in the byelaws for individual land use limit.
- 4. Distribution of FAR for different uses shall be allowed proportionally as per (1) above within the proposed maximum limit of FAR.
- 5. Residential activity shall be allowed in the form of Staff Housing.
- 6. Mandatory facilities for proposed population or project shall be provided as per Building Regulations.

#### **A-12 Construction**

- i. The Allottee/Lessee shall construct the building after getting proper approval of the building plan from the concerned department of YEIDA in writing.
- ii. The Allottee/ Lessee shall complete construction within prescribed time limit i.e. 48 months from the date of

- execution of Lease Deed.
- iii. The Allottee/ Lessee shall complete construction of buildings as per approved plans and obtain completion/ occupancy certificate from YEIDA for minimum area as prescribed in Building Regulations of the YEIDA at the time of allotment.

#### A-13. 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) Registration Copy of factory Act from Labour department
  - (viii) 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 Amount of the plot 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 total premium Amount of the plot 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.

#### (D) 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 Difference in the area of land allotted:

- i. 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 premiumamount would be made. The Allottee has to accept the allotment, if the variation in the size of plot is up to 10% of the area applied for. No dispute/ objection by the lessee would be entertained on the ground of variation in the size of plot. Allottee/ lessee would have no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 10% and Allottee is unwilling to accept the enhanced or reduced area, the Allottee would have the right to decline the allotment and the deposits made with YEIDA would be refunded without interest, provided that the Allottee applies for refund within 30 days from the date of issue of checklist as the case may be.
- ii. 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 Amount of the plot mentioned in the allotment letter along with payable GST of the extended area and should be deposited within 60 days from the date of issue of checklist.

#### **B-3** Surrender

The Allottee can surrender the plot to the Authority as per the policy of YEIDA before its cancellation. In the case of Surrender:-

- i. Up to 30 days from the date of issuance of Allotment Letter, no deductions shall be made.
- ii. From 31 to 60 days from the date of issuance of Allotment Letter, 10% of registration money shall be deducted.
- iii. 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 on Nivesh Mitra Portal. No subsequent claim on the basis of postal certificate will be entertained.

#### The request for surrender shall 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.
- iii. 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.

#### B-4 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 wether 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, grand parents, brother, sister, son, daughter, husband, wife & grandchildren, no CIC/CIS charges shall be applicable. However, processing fee of Rs. 10,000/- with applicable GST shall be payable along with request for the same.
- 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 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 3.3.2 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-5** 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.
- 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-6** Mortgage

- 1. The mortgage permission shall be granted after payment of 30% of the total premium Amount of the plot, 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 premiumamount 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 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-7** 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.

#### **B-8** Charges for Transfer

- Transfer charges are @10% of the prevailing total premium Amount of the plot.
- 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.
- 8. Once transfer deed is executed, all the assets and liabilities would pass on to the transferee.
- 9. Lease rent will be charged @2.5% of the premium amount 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

#### 15. Issue of Mutation Letter

- i) Application can be submitted by the Transferee at the concerned department along with the following documents:-
- ii) A certified copy of the Transfer Deed duly executed by the Transferor.
- ii) Copy of challan against payment of transfer charges in one of the Authorized bank shall be required.

#### B-9 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-10** 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-11** 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-12** 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.
  - 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 on given during change will be allowed allotment then as per terms and condition clause (B-19) 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 form 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.).
    - 1) 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-13** 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 total premium Amount of the plot 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-14 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 Amount of the plot with applicable GST of the plot at current rate calculated at the time of restoration.
- iv. The Allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.
- v. The Allottee will submit project implementation schedule in the shape of affidavit. The maximum time allowed shall be two years.
- vi. The Allottee has to submit bank guarantee in the form of Performance Guarantee of Project Implementation Schedule given by him, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of Performance Guarantee will be 10% of the prevailing price of the plots or the allotment rate of the plot mentioned in the allotment letter whichever is more.
- vii. If there is any court case pending before any court, it has to be withdrawn by the Allottee. All legal expenses shall be borne by the Allottee.
- viii. In case allotment had been cancelled due to non-permissible activities, the request for restoration of the plot shall only be considered on submission of notarized affidavit for non-carrying out the non-permissible activities. Further an inspection of the site about the same will be done by YEIDA before restoration.
- ix. In case of restoration in prepossession cases, the Allottee shall be required to get the unit functional as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

#### B-15 Amalgamation and Subdivision.

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

#### B-16 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:

- 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. Change of project/ addition of project is allowed in the eligible list of project/ only product of the same park.

#### **B-17 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. Authority on the recommendation of scrutiny committee may ask to re-submit documents (in case of misprint or illegible) with prior approval of competent authority. In any case, any new/Additional document (which is not submitted earlier) will not be acceptable.
- iii. 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
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.
- xii. 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. All payment of this Scheme has to be made with applicable GST. GST will not be over and above the cost of premium amount, lease rent, penal interest, lease deed penalty, construction penalty etc.
- xix. GST liability as applicable rates at the time of payment shall be borne by the allottee itself under Reverse Charge Mechanism vide Notification N.13/2017 S. So.5, 5A dated 28.06.2017.
- xx. GST on premium amount will be applicable for facilities/utilities, commercial part of MLU plots.
- xxi. The applicant should not be defaulter of YEIDA.

#### 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 amount, 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

#### **B-18 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 installment of the premium amount 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.

#### (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-19 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

### 4.7.1 Indicative List of Industry.

S.N.	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 Manufacturingn / 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

S.N.	Name of the Project
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

S.N.	Name of the Project
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

S.N.	Name of the Project			
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.	Keyrings			
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			

S.N.	Name of the Project		
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.		

S.N.	Name of the Project		
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 kmaking 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)		

S.N.	Name of the Project			
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			

S.N.	Name of the Project			
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:-** Any other industry/project allowed through centre/state govt. policies/orders relevant to yeida shall also be eligible.



# YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, Block – P-2, Sector-Omega-I, Greater Noida – 201308, District – Gautam Budh Nagar (UP)

Website: www.yamunaexpresswayauthority.com

## BROCHURE CUM APPLICATION FORM FOR ALLOTMENT OF

MIX LAND USE PLOTS IN SECTOR-24 (Minimum 10,000 Sqm. & Above) Scheme Code- MLU/2025-26/10 Self-attested photograph of authorized signatory

The Chief Executive Officer,

#### Yamuna Expressway Industrial Development Authority

First Floor, Commercial Complex, Block-P-2 Sector-Omega-I, Greater Noida 201308 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 herein after mentioned in the special terms and conditions. [Base rates premium amount 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 Amount of the plot) Payable through e-banking/RTGS/NEFT.
- b) Processing fee Rs. 25000/- with applicable GST @18% as per Government Notification
- 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		
1	Project Report (to besigned by applicant and certified by CA)		
2	Feasibility report of the proposed project to be signed by applicant and certified by CA.		
3	Landrequired, depicting the landuse pattern, construction plan & schedule of implementation to be signed by applicant and certified by Architect.		
4	Three years projected cashflow, depicting sources of in flows for the project, to be signed by applicant and certified by CA		
5	Three F.Y. years (2021-22, 2022-23, 2023-24) Audited balance sheet to be signed by applicant and certified by CA		
6	Financial statement of turnover of 2021-22, 2022-23, 2023-24 to be signed by applicant and certified by CA (Annexure-1) As Above.		
7	Financial statement of Net worth as on 31.03.2025 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 beattached. 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 registered 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 2023-24 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 applican			
	Name of Bank & Branch		Bank Account No	
	IFSC Code	Date	Address of Applicant	
	Mobile 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 activity or

1.0	TI • D 4	CD I	4 6 4 4	1 4 4 • • 4	·11.1 C.11
1.2	Use wise Percentag	ge of Developmen	t of core activity wit	n support activity	will be as follows:-

(A)	CoreActivity	Percentage
	Industrial or Institutional or Recreational	Minimum75%ofplotarea
(B)	SupportActivity	Percentage
	Facilities/Utilities	Minimum5%ofplotarea
	Commercial	Maximum8%ofplotarea
	Residential	Maximum 12%ofplotarea

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

Name of Applicant .....

### 1.3 Annexure-1

#### FINANCIAL STATEMENT OF TURNOVER

S. No.	Description	2021-22 (as per audited balance sheet)	2022-23 (as per audited balance sheet)	2023-24 (as per audited balance sheet)
1	Turnover of the Applicant/ Company As per balance sheet.			

Signature & Seal of Statutory	Signature of Authorized
Auditors/Chartered Accountant	
Membership No	signatory/applicant with name
UDIN	and status
CERTIFICATE OF THE CHARTERED	ACCOUNTANT/STATUTORY AUDITOR
Based on Audited Accounts and other relevant do	ocuments, we M/s
Chartered Accountants/Statutory Auditors, certif	fy that the above information is correct.
	Signature & Seal of Chartered Accountant/ Statutory Auditors
UDIN	Membership No

#### 1.5 Annexure-2

#### FINANCIAL STATEMENT OF NET WORTH

S. No.	Description	Amount in crore Rupees	Remarks
	Networth as on 31.03.2024 (As per Audited Balance sheet)		

Signature & Seal of Statutory Auditors / Chartered Accountant Membership No. UDIN	Signature of Authorised signatory/applicant with name And Status
Certificate of the	Chartered Accountant/Statutory Auditor
Based on Audited Accounts and other i	relevant documents, we M/s,
Chartered Accountants/Statutory Audit Rs certify that the above infor	tors, for the applicant having Net Worth upto 31.03.2025 is rmation is correct.
Signature & Seal of Statutory Auditors / Chartered Accountant	
Membership No	
UDIN	
Annexure-3	QUIDITY 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

#### Note:-

(with rubber stamp)

1. Separate certificate for each company / firm / society / trust to be submitted.

Name of the Bank Officer with designation

2. Liquidity Certificate provided by Schedule/Nationalized Bank should not be more than 6 months old from the date of submission of application.

Date:

# (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)).

		Affidavi	t	
Ι_	s/o	_ Aged	years	proprietor/owner /
	rector/partner/ authorized signatory of			
hei	reby solemnly affirm and state as under:			
Th	at I am the proprietor/owner/director/ par	rtner/ authoriz	zed signatory of	, and
COI	mpetent to swear and submit the following	ng:		
1)	That the Unit product does not fall under	polluting cate	egories.	
2)	That the Company /Firm will get NOC			
3)	Memorandum/Letter of Comfort and oth That the deponent has read and unde		•	
	mandatory to submit the above documen	nts to the Autl	nority before the exec	ution of the Lease Deed and
	if the Deponent fails to submit the consequences resulting there from.	above docur	nents, he alone wou	ald be responsible for the
4)	That the Deponent also understands the	e consequenc	es that non-submissi	on of the above documents
	may also lead to cancellation of his cand	idature/allotr	nent of the land for wl	nich he has applied.
5)	The deponent declares that no unauthorize	zed constructi	on shall be made on th	ne allotted plot.
6)	If the Deponent fails to make unit func	tional within	prescribed time limit	from the due date of lease
	deed execution, the Authority will be possession of the plot.	free to cance	el the allotted plot/le	ease deed and may resume
7)	That the Deponent assures and declare	that in case	of violation of any to	erms and conditions or any
	directions issued by the Authority, the appropriate.	ne CEO will	be free to take any	decision as it deem fit and
8)	The Deponent declares that I am not def is found false at any stage it may lead to come is found false at any stage it may lead to come it may lea	•		
9)	That the information given in the applica concealed, the Authority will have right stage when the mala fide is revealed.		• -	
	sings when the mala had is leveled.			
		Deponen		
abo	ove affidavit are true and correct to my bes	t of knowledg	e and no part of it is fa	lse or concealed.
Pla	ace :			Denonent

#### **Financial Statement of GST**

S. No.	Description	Amount in crore Rupees	Remarks
1	GST as on 31.03.2025		Detail of GSTR-3B for the year 2024-25 (any month) should be enclosed.

Signature & Seal of Statutory	Signature of Authorised
<b>Auditors / Chartered Accountant</b>	signatory/applicant with name
Membership No	And Status
UDIN	
Certificate of the Cha	artered Accountant/Statutory Auditor
Based on Audited Accounts and other	r relevant documents, we M/s,
Chartered Accountants/Statutory Aud	litors, for the applicant having GST upto 31-03-2025 is
Rscertify that	the above information is correct.
Signature & Seal of Statutory Auditors	s / Chartered Accountant
Membership No	
UDIN	

# Yamuna Expressway Industrial Development Authority Objective Criteria for the evaluation of the project/Application form.

## औद्योगिक भूमि ऑवंटन हेतु आब्जेक्टिव क्राइटेरिया

कुल अंक = 100

S. No.	Criteria	Marks	Maximum Marks	
1	If the proposed industrial activity falls within the definition of Sun rise sector or Focus sector	10	10	
2	If the proposed capital of the applicant includes UP FDI/FCI, Fortune 500 & Global 500, marks would be given as under:			
	FDI/FCI above 49%	10		
	FDI/FCI 25% to 49%	7.5	10	
	FDI/FCI upto 24%	5		
	It shall be the applicant's responsibility to comply with the FDI norms as prescribed by Govt. of U.P.			
3	If the applicant is an Export Ori ented unit as per chapter 6 of Foreign Trade policy by DGFT (Directorate General of Foreign Trade)	5	5	
4	If the proposed unit provides local employment, marks would be given as under			
	Local Employees more than 40%	5	F	
	Local Employees between 30% - 40%	3	5	
	Local Employees between 20% - 30%	2		
	Local Employees less than 20%	0		
5	If the proposed industry is ancillary unit of an existing industry or expansion of an existing industry, or diversification of existing industry. The existing industry must be operational and running in Delhi/NCR region.	5	5	
6	If the proposed industry is a DPIIT registered start-up	5	5	
7	The net worth of the applicant visa-vis the project cost shall be given marks as following -	· · · · · ·		
	Net worth more than 30% of project cost	15	15	
	Net worth more than 25% of project cost	10		
	Net worth more than 20% of project cost	5		
8	The liquidity of the applicant vis-a-vis the project cost shall be given marks as following-			
	Liquidity more than 20% of Project cost as per DPR	15	15	
	Li quidity more than 15% of Project cost as per DPR	10		
	Liquidity more than 10% of Project cost as per DPR	5		
9	The Average Turnover (last 3 FY) of the applicant vis -a-vis the project cost shall be given marks as following-		15	
	100% of total project cost as per DPR	15		
	75% of total project cost as per DPR	10		
	50% of total project cost as per DPR	5		
10	If the applicant is woman/ SC/ST/ person with disability	5	5	
11	Interview of the Applicant and technical presentation would be conducted	10	10	

## \*\*Annexure 1

S. No.	Term	Definition
1	Sun rise sector	i. Green hydrogen production
		ii. Capital goods including heavy electrical and electronics
		equipment's
		iii. Aircraft and allied components manufacturing
		iv. Electric Vehicle
		v. Semiconductor
		vi. Automobile and automotive
2	Focus Sector	a. Electronics Manufacturing
		b. Defense & Aerospace
		c. IT/ITES
		d. Film
		e. Renewable Energy
		f. MRO & Aviation Hub g. Animation, Visual effects, Gaming and Comics (AVGC)
		g. Animation, Visual effects, Gaming and Comics (AVGC) h. Artificial Intelligence based Industry
3	Existing industry	An applicant who claims to run an existing industry, must fulfil
	Existing madeily	the following conditions:
		i. The existing industry must be a profit-making unit for the last
		three years immediately preceding the date of application.
		ii. The existing industry must be running at minimum of 70%
		installed capacity.
		iii. Copy of utility bills including electricity bill of the existing
		industry must be submitted by the applicant.
		iv. The existing industrial plot or any part of plot or facility must
		not be given on rent.
		v. The applicant shall submit certificate from its statutory auditor certifying the turnover and net profit for the last three
		years immediately preceding the date of application. The
		auditor will certify that turnover matches with the GST returns.
		vi. If the promoters of an existing industry propose to apply for
		industrial plot then they may use the credentials of their
		existing industry provided that the promoters in existing
		industry and proposed industry will remain the same and shall
		not dilute their
	C	shareholding/ownership before the unit becomes functional
4	Start-Up	An entity shall be considered as a Startup on fulfilling the
		conditions defined by Government of India, vide notification No. G.S.R. 364(E) dated April 11, 2018 as modified vide Gazette
		Notification No. G.S.R. 34(E) dated January 16, 2019 (and as
		may be amended from time to time).
		In this notification, an entity shall be considered as a Startup:
		(i) Upto a period of ten years from the date of incorporation/
		registration, if it is incorporated as a private limited company
		(as defined in the Companies Act, 2013) or registered as a
		partnership firm (registered under section 59 of the Partnership
		Act, 1932) or a limited liability partnership (under the Limited
		Liability Partnership Act, 2008) in India.
		(ii) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred
		crore rupees.
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## \*\*Annexure 1

		<ul> <li>(iii) Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.</li> <li>Provided that an entity formed by splitting up or reconstruction of an existing business shall not be considered a 'Startup'.</li> <li>(iv) The entity should be a DPIIT recognized Startup.</li> <li>(v) The entity should be registered under Government of India, Ministry of Finance, Department of Revenue, Central Board of Direct Taxes</li> </ul>
5	Net Worth	Net worth shall be computed as under:
		Aggregate value of the paid-up share capital and all reserves created out of the Profits, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited Balance Sheet of year immediately preceding the date of application.  However, reserves created out of revaluation of assets, write back of depreciation and amalgamation are not included in the net worth.  Note: The net worth shall be certified by the statutory auditor of the applicant computed as per above method
6	Liquidity	Liquidity shall be computed as under:
		Sum total of cash, bank balance, Fixed deposits (not pledged against bank guarantee or any other liability or contingent liability), marketable securities (not including securities which has not been traded on a recognised stock exchange for the last 30 days) as on the date of application.  It shall not include inventory, prepaid expenses, security deposits given, amount receivable from statutory authorities, loan and advances.  Note: The Liquidity shall be certified by the statutory auditor of the applicant computed as per above method
7	Turnover	Turnover shall be certified by the statutory auditor of the applicant and shall match with the GST returns filed.  Turnover shall be taken as the average turnover for the last 3 years immediately preceding the date of application. Turnover shall not include receipts/income from non -industrial activities.
8	SC	Scheduled Castes means such cases, races or tribes or parts of or groups within such castes, races or tribes as are deemed under Article 341 to be Scheduled Castes for the purposes of this Constitution
9	ST	Scheduled Tribes means such tribes or tribal communities or parts of or groups within such tribes or tribal communities as are deemed under Article 342 to be Scheduled Tribes for the purposes of this Constitution
10	Person with disability	"Person with disability" means a person with long term physical, mental, intellectual or sensory impairment which, in interaction with barriers, hinders his full and effective participation in society equally with others (as defined in The rights of persons with disabilities Act, 2016)

Note: Minimum 65 Marks are required for Qualification of Allotment.

# 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 2025 by Mr./Mrs in favour
of Yamuna Expressway Industrial Development Authority (A body constituted under section-3 of the Utta
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.

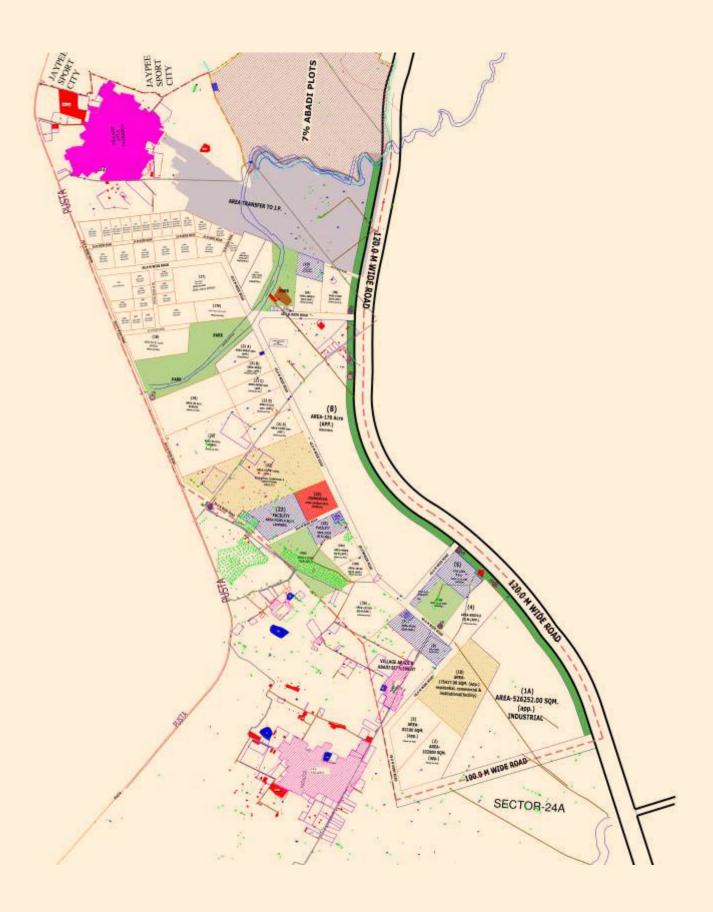
I, therefore, execute this Indemnity Bond in favour of the Authority in presence of the following:-

- 1. Witness
- 2. EXECUTANT

#### **Annexure-8**

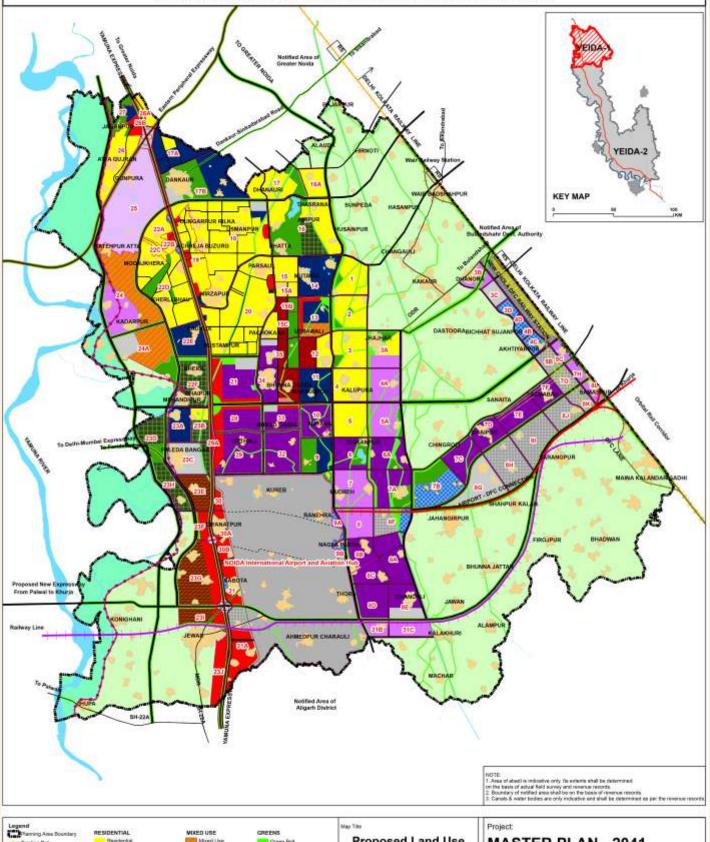
- 1. Quantifiable permanent employment with maximum guaranteed numbers employed by the proposed industry. Also show here an approximate expenditure on wages and salaries at full production level.
- 2. A plan by the concerned company for utilizing the land area, such that they are not seeking excessive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

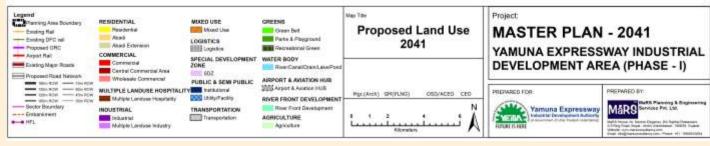
# **Map of Sector 24**



# MASTER PLAN FOR YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AREA (PHASE-I) -2041

(FOR NOTIFIED AREA OF DISTRICT GAUTAM BUDH NAGAR & BULANDSHAHR)









## YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, Block – P-2, Sector-Omega-I, Greater Noida – 201308 District – Gautam Budh Nagar (UP)

Mob No: 7042144933, 7042144955, Website: www.yamunaexpresswayauthority.com