### iii. EMD for allotment of plot

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

## 3. Allotment Process

### 3.1 Scrutiny of Application

The application along with the requisite documents will be submitted online through website www.yamunaexpress-wayauthority.com. and the submitted application along with all documents will be downloaded by YEIDA for the purpose of Scrutiny/evaluation by the committee. Incomplete bid documents will not be considered.

### 3.2 Allotment of plots

The eligibility for allotment shall be decided on the basis of Financial Eligibility Criteria and selection will base on the maximum price quoted above reserve price. The reserve price will be based on the reserve rate per sq.mtr. For bidding mentioned in the brochure. The applicant who will quote maximum bid above reserve price will be declared successful and allotment letter will be issued digitally signed by Mgr./AGM/DGM. Unsuccessful applicants will be refunded the registration amount deposited without interest within three months from the date of Bid through e-banking/ RTGS/NEFT.

## 4 E-Auction Process:

i. The eligible applicants for E-Auction will need to register and obtain User-Id and password on the portal by paying the EMD on the portal itself (link for the same will be available on YEIDA's website:- www.yamunaexpressway-authority.com).

ii. Applicant/bidders have to declare the plot number for which they are bidding in advance at the time of registration on the E-auction platform as plots having different size and different EMD, are likely to be put up for e-auction on a day.

iii. It will be the sole responsibility of the applicant/bidder to obtain a compatible computer and terminal with internet connection to enable him/her to participate in e-bidding process any reasons thereof. Ensuring internet connectivity at the bidder ends shall the sole responsibility of the bidder. Any request/complaint regarding the connectivity of internet at the bidders end will not be entertained in any form and shall not be basis of cancellation of the bidding process.

iv. The authority may without assigning any reason withdraw any or all the sites from the e-auctionat any stage and is not bound to accept the highest bid or all bids even if they are above the reserve price.

v. Authority reserves the rights to accept or reject any or all the bids of or cancel/postpone the E- auction without assigning any reason.

vi. Bidding will not be permissible below the reserve price rate of the Plots.

vii. (a) E-Action shall be carried out against the Institutionnal plots where 3 or more eligible bids are received.

**(b) In case less than 3 (1 or 2) bids are received against an Institutional (corporate office) plots in the first instance, then the last date of submission of applicant against that particular plot shall be extended by 7 days.**

**(c) The time for submission of bids shall be extended second time further for a period of 7 days if the number of bidders against that particular Institutional plot is less than 3.**

**(d) E-Auction shall be carried out if 3 or more eligible bids are received against that particular Institutional plot after the second roll-over of 7 days.**

**(e) In any case Single bid shall not be considered for allotment. In the e-auction process, in case there are less than three eligible bidders against a plot, then e-auction shall not be conducted and processing fee & EMD of all participants shall be returned without any interest amount.**

viii. If the bidding continues till the last 5 minutes of the scheduled/extended closing time of auction, in such case, the bidding time shall be automatically extended for further 5 minutes from the last Bid. There will be unlimited such auto extensions. The unlimited extension of the e-auction will be for 6 P.M. in same day. After 6 P.M. the auction will start from next day at 11 A.M.

ix. Post registration, e-bidder shall proceed for login by using his ID and password. Bidder shall proceed to select the event he is interested in.

x. Incomplete bid documents will not be considered.
xi. The bidder/Applicant cannot withdraw the offer/bid once made.
xii. After verification of related documents uploaded by the highest Bidder/Applicant, allotment letter to the successful highest Bidder/Applicant will be issued by YEIDA within 30 days of the closure of auction.
xiii. Portal for e-auction https://www.gerpegov.com/YEIDA can also be accessed through a link at YEIDA website www.yamuaexpresswayauthority.com
xiv. Customer care for technical support and training on registration, deposit of fee, e-auction etc. Phone: 8045811365, 8045982100, Email: mail@etenderwizard.com. Site visit will be scheduled for the applicants by the project department of the Authority.
xv. For further inquiries contact: Institutional Department, Yamuna Expressway Industrial Development Authority, First Floor, Commercial Complex, Block-P2, Sector-Omega-1, Greater Noida, Uttar Pradesh, 201308 between 11.00 AM to 02.00 PM.
xvi. The YEIDA may, without assigning any reason, add one or more plots in the scheme and/or withdraw any one or all of the plots from the scheme at any stage. The size of the plot may be increased or decreased.
xvii. The YEIDA may accept or reject any offer, including the highest bid or cancel the scheme, and its decision in this behalf shall be final and binding on the bidders/applicants.
xviii. There will be no correspondence on issues/ground raised in Disqualified Bids.
xix. Bidders shall be able to increase the bid in accordance with the incremental value mentioned above.

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

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

Applicant would have an option to pay full and final payment of the total Bid Premium of the plot within 90 days 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 EMD shall be forfeited.

### *5.1 Extension of time limit for deposit of Allotment Money*

No extension regarding time period will be allowed for the deposit of Allotment Money. In case of default in payment, the Allotment will be cancelled and EMD deposited will be forfeited by the Authority. However, in exceptional circumstances, the CEO may allow a time extension of maximum 60 days with penal interest of 13% p.a. (10% + 03% = 13%) compounded half yearly for the defaulted period.

Note:- Interest **@10.0%** per annum is applicable from 1st July 2026 subject to the revision on 1st January and 1st July of each year as per G.O. No. 1567/77-4-20-36N/20 dated 09 June 2020.

## 6 Language

The document for this scheme shall be in English language.

## 7 Applicant's responsibility

7.1 It is assumed that before submitting the application, the Applicant has made complete and careful examination of the following:-

- The eligibility criteria and other information/requirements, as set forth in the Brochure
- All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies
- Incomplete application or misrepresentations/suppression of the material facts may lead to cancellation before/after screening.

7.2 YEIDA shall not be liable for any mistake or error or negligence by the Applicant.

## 8 Documents required for registration with application form

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

a) Project Report including

- Feasibility Report of the proposed project
- Three years projected cash flow of the project depicting sources of inflow for the project
- Statement of sources of funds
- Land use pattern, construction plan and implementation schedule certified by the architect.

b) Background of the Applicant and its promoters.

c) List of Directors and key Shareholders along with their shareholding and shareholding percentage or list of partners/trustees. Board resolution for setting up the project.

d) Audited Financial Statements of last three years;

e) **Registration Certificate and bye laws-**

**i. In Case of a Company**

1) Certificate of Incorporation issued by the Registrar of the Companies.

2) Memorandum of Association and Articles of Association.

**ii. In Case of a Society**

1) Registration Certificate issued by the Registrar of Societies.

2) Memorandum of Association of Society.

3) Rules & Regulations of the Society.

**iii. In Case of a Trust**

1) Registered Trust Deed.

**iv. In Case of Partnership Firm**

1) Form A and Form B issued by the Registrar of Firms.

2) Partnership Deed.

Copy of recent bank statement from any Nationalized Bank

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

g) Affidavit of the applicant on **annexure-5,** certifying that all the statements made in application/Annexures are true and correct.

**h)** Net worth from Financial Statement, where Net worth shall be calculated as below:

**(i) In case of a Company:**

Net Worth = Paid up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company) Net Worth statement certified by the statutory auditors of the Company should be submitted.

**(iii) In case of a Partnership firm:**

Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets, if any. Net Worth Statement certified by the statutory auditors of the firm should be submitted.

**(vi) In case of a Trust:**

Corpus fund and General Fund taken together shall be considered as Net Worth of the Trust. Net Worth Statement certified by the statutory auditors of the Trust shouldbe submitted.

**(viii) In case of a Society:**

Corpus fund and General Fund taken together shall be considered as Net Worth of the Society. Net Worth Statement certified by the statutory auditors of the Society should be submitted.

**(x) In case of a New Company:**

Net Worth of promoters/ Directors shall be submitted.

**Note:**

1. Applicant should have positive net-worth/surplus investable funds.
2. Net worth of eligible applicant entity will only be considered for corporate office. Net worth of sister company, parent company etc. will not be considered.

(i) Turnover Certificate duly attested by Chartered Accountant having Turnover of last three Preceding Financial Years.

(j) Affidavit of the applicant certifying whether he is applying for the first time or he has applied earlier also and in that case give details of his earlier applications and the decision of Authority thereon.

(k) Any other information which the applicant desires to provide.

(l) Mode of Deposit of EMD and Processing Fee
The EMD & processing fee as stated above clause 2.A.3 and 2.A.2

(m) Grounds of rejection of application
Incomplete Application or misrepresentation/suppression of material facts may lead to cancellation/rejection before/after screening.

## 9. Payment schedule

***Payment of Installment :***

The payment of balance 60% amount of total Bid premium of the land be given by the allottee. In such a case, the allottee shall pay interest @10% p.a. in half yearly installments. The payment of 60% premium shall be made in equal 04 half yearly installments along with interest on reducing balance at a rate of 10% p.a. In case of default in depositing instalment, interest @13% (10% + 3% = 13%) compounded half yearly shall be levied for the defaulted period on the defaulted amount plus applicable GST.]

**Note:-** Interest **@10.0%** per annum is applicable from 1st July 2026 subject to the revision on 1st January and 1st July of each year as per G.O. No. 1567/77-4-20-36N/20 dated 09 June 2020.

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

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

Prepayment of premium 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 installment

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% p.a. i.e. total 13% p.a. on amount for defaulted period plus applicable GST on penal Interest. The defaulted amount will be compounded half yearly.

**Note:-** Note:- Interest **@10.0%** per annum is applicable from 1st July 2024 subject to the revision on 1st January and 1st July of each year as per G.O. 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/Purchase

In case of any increase in the rate of land acquisition/purchase by order of any Court or by the board 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.

## 10. Difference in the area of land allotted:

a) The area of the plot allotted or handed over may vary from the size of the plot in Allotment Letter/applied for. If area of the plot in the Allotment Letter issued and actual area handed over to the Allottee/lessee is found to be more or less than the area intimated, a proportionate change in the amount of the Premium and lease rent with applicable GST 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 of the lessee would be entertained by the Lessor on the ground of variation in the size of plot. Allottee/lessee would have also no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 10% and Allottee is unwilling to accept the enhanced or reduced area, the Allottee would have the right to decline the **acceptance** of the allotment, **in such case** the deposits made to YEIDA would be refunded without interest, provided that the Allottee applies for refund within 30 days from the date of issue of Allotment Letter or within 30 days from the date of **issue of checklist** as the case may be.

b) In case the actual area of allotted plot is found to be more than the allotted area, the additional area shall be allotted at the current prevailing allotment rate or the allotment rate as mentioned in the allotment letter whichever is more

& the allottee shall be required to deposit full premium & one time lease rent of additional area within 60 days from the date of communication.

c) The Allottee/Lessee shall not claim/be entitled for any benefit/relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and Allottee/Lessee shall have to pay due installment along with interest on due date.

d) Variation in the cost of land: In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/ No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government, the Allottee/Lessee will have to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable. In case of default in payment, penal interest **@10% + 3% = 13% per annum** compounded half yearly with applicable GST shall also be payable by the allottee/lessee on the defaulted amount and for the defaulted period.

## 11. Change in the name of applicant

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

## 12. Change of category/project

The change in category/project will not be allowed.

## 13. Unsuccessful applicants

The EMD 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.

## 14. Special conditions

### a. Implementation

***Norms of Development as per Building Regulations of YEIDA.***

i. The Allottee will commence the construction after taking over physical possession of the plot as per duly approved building plan and inform in writing to YEIDA about timely completion of the approved project.

ii. The Allottee/Lessee/Transferee will adhere to the schedule of construction of the building as per Building Regulation of YEIDA.

iii. The Allottee shall be liable to complete the project as per the schedule given by him in the land use pattern of the project report and and shall inform the Authority in writing in the prescribed format.

iv. If Completion Certificate for full project (as mentioned in the data sheet from the date of lease/possession) is not taken by the Allottee as per the schedule, then time extension charges shall be payable by the Allottee as decided by YEIDA.

v. In case of non-adherence to the aforementioned schedule for obtaining Completion Certificate from YEIDA, the plot shall be cancelled and/or lease shall be determined. On such cancellation/determination, 20% of the total Premium will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

## 15. Construction

i. The Allottee/Lessee shall construct the building after getting proper approval of the building plans from the concerned department of YEIDA in writing.

ii. The Allottee/Lessee shall complete construction within prescribed time limit from the date of execution of Lease Deed and registration of the same with Sub-Registrar or extended period by YEIDA.

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 as given in the Data Sheet.

## 16. Extension of time for completion

**For first phase**

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

| Sr. No. | | Time extension charges |
|---|---|---|
| 1. | For fourth year the penalty shallbe | 1% of the total bid premium on pro rata basis calculated half yearly. (on the basis of minimum % of total permissible FAR offirst phase) |
| 2. | For fifth year the penalty shall be | 2% of the total bid premium on pro rata basis calculated half yearly. (on the basis of minimum % of total permissible FAR offirst phase) |

After that no extension will be granted for construction of the project and the the allotment/lease can be cancelled/ determined. On such cancellation/determination, 40% of the premium/total bid amount or any other rate, as may be decided by the Authority from time to time, will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the lessee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

## 17. Functional Certificate

It will be essential for 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:

| Sr. No. | Use | Document Required |
|---|---|---|
| 1. | Corporate Office | • No dues certificate<br>• Any two Utility Bills (i.e. first electricity bill of permanent connection or documents for installation of permanent connection/telephone bill/water charges bill)<br>• Meter ceiling certificate of electricity connection.<br>• Building Completion Certificate<br>• Lease Deed/Transfer Deed/Sale Deed as applicable has been executed and registered and its certified copy duly submitted in the Authority's Office.<br>• Copy of ESI, PF & GST registration Certificate/returns.<br>• CEO or its authorized officer may ask for any other document for satisfaction of that projectis functional. |

**Penalty for non-obtaining of Functional Certificate**

In case of failure to obtain functional certificate within 6 months from the date of issue of Completion Certificate of the full project, the allottee would be required to pay penalty @4% of the total premium upto 1 year calculated on monthly pro-rata basis.

In case, 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, 40% of the premium/total bid amount or any other rate, as may be decided by the Authority from time to time, will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the lessee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

## 18. General terms and conditions

a. **Execution of Lease Deed**

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

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. In case of failure to execute the Lease Deed and taking over of possession within the above- stipulated/extended time period, the allotment shall be cancelled and 40% of the premium of the plot would be forfeited. The amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

iv. In exceptional circumstance, the CEO may grant extension of time up to a maximum period of 180 days for execution of Lease Deed and taking over of possession. This extension shall be granted on the basis of payment equivalent to 2.5% of total Premium with applicable GST for the delayed period. Further extension for the execution of Lease Deed shall not be provided in any circumstances and action shall be taken as per the provision of 17.a.iii.

v. **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.

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

b. **Lease Rent**

In addition to the premium of plot, annual lease rent at the rates of 2.5% with applicable GST of the total Bid premium of plot, would be payable in advance. The lease rent is payable from the date for the executionof the lease deed or the date of possession, whichever is earlier.

The Authority will be empowered to enhance the annual lease rent on expiry of every 10 years from the date of execution of the lease deed or handing over of the possession whichever is earlier, by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement.

### Consequences of default in payment of Lease Rent

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

**Note:-** Interest **@10.0%** per annum is applicable from 1st July 2024 subject to the revision on 1st January and 1st July of each year as per G.O. No. 1567/77-4-20-36N/20 dated 09 June 2020.

## 19. One time Lease Rent

The allottee/lessee shall have the option to pay a lump sum amount equivalent to 11 times, of the prevailing annual lease rent (27.5% of the total premium of plot) with applicable GST at the time of deposit of one time lease rent in lump sum. The lease rent policy as amended from time to time shall be binding on the allottee/lessee.
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.

## 20. Location/Preferential charges

It has been clearly mentioned in the data sheet and PLC has been included in the reserve price.

## 21. Possession of the plot

i. Possession of allotted plot will be handed over to the Allottee/Lessee after execution and registration of Lease Deed.

ii. Execution and registration of Lease Deed can be done only after a minimum payment of 30% of Premium and one year Lease Rent, in advance.

iii. For the purpose of payment of Lease Rent and other statutory/obligations or scheme compliance, the date of physical possession shall be treated from the date execution of Lease Deed.

## 22. Surrender

1 The allottee can surrender the plot before cancellation to the lessor.

1.1 After e-auction and before issue of allotment letter, within 30 days from the date of issuance of Allotment Letter, EMD shall be forfeited.

1.2 In case the allotment is surrendered after 30 days of issuance of Allotment Letter and Lease Deed execution, the total deposited amount or 20% of total premium of plot discovered through e-bid, whichever is less, will be forfeited by the Authority. Balance amount after recovering the lease rent till date of surrender and adjustment of all dues of the authority, if any, and after forfeiting the amount as indicated above, will be refunded without interest, However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

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

2 The request for surrender should contain signatures of allottee/lessee along with:

2.1 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.

2.2 In case of registered partnership firm letter of authorization by its partners.

2.3 The allottee has to execute surrender deed, if lease deed/transfer deed has been executed then all the original legal documents are to be surrendered unconditionally to the authority.

2.4 The date of surrender in above case shall be the date on which application is received at the authority office. No subsequent claim on the basis of postal certification will be entertained.

2.5 A cancelled cheque of allottee has to be submitted in the Authority

2.6 The amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

## 23. Change in Constitution (CIC)/Change in Shareholding (CIS)

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

ii. In case of change in CIC/CIS of the Allottee, the Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Allotttee fails to submit the application within 45 days, penalties may be imposed as per the prevailing policy.

## 24. Maintenance

1. The 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.

2. 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.

3. 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.
4. If the maintenance work of any area is not found satisfactory according to the authority, then the required maintenance work will be carried out by the authority and all the expenses in carrying out such work shall be borne by the lessee.
5. That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
6. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except at a place specified for the purpose by the lessor.
7. In case of non-compliance of these terms and conditions, and any directions of the authority, the authority shall have the right to impose such penalty as the CEO or the authorized Officer of the authority may consider just and/ or expedient.

## 25. Mortgage

1. The mortgage permission shall be granted after payment of minimum 40% of the total Premium, in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot and balance payment against the allotted plot, provided the allotment/lease of the plot is neither cancelled nor any show cause notice has been issued to the Allottee/Lessee and has a valid time period for construction as per terms of the Lease Deed or has obtained valid extension of time for construction as the case may be and has cleared up to date dues of the plot Premium and Lease Rent.
2. YEIDA shall have the first charge on the plot towards payment of all outstanding dues.
3. In the event of sale or foreclosure of the mortgaged/charged property, YEIDA shall be entitled to claim all dues YEIDA may recover not more than 50% or as decided by the authority, of the unearned increase in values of properties in respect of the market value of the said plot as first charge, having priority over the said mortgage charge. The decision of the authority in respect of the market value of the said plot shall be final and binding on all the parties concerned.
4. YEIDA shall have right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.
5. Documents required for obtaining Mortgage Permission Application can be submitted along with the following documents:-
   i. No dues certificate issued by the concerned Accounts Officer, or an undertaking by bank/institution for payment of the total due amount directly to YEIDA.
   ii. A letter from bank/institution that the grant of loan is under consideration
   iii. An affidavit that no unauthorized construction has been done by the allottee/lessee/transferee.
   iv. Processing fee Rs 5,000/- with applicable GST is required to be deposited by the Allottee/ Lessee/Transferee in case of Mortgage permission is sought.
   v. A copy of the resolution passed by Board, in case of Company/Trust/Society etc.
   vi. In case of Allottee being a Partnership Firm, all partners shall be required to sign the application for Mortgage, alternatively the signatory partner has to produce an Authority Letter/Power of Attorney to move such an application.
   vii. Any other documents as required by the CEO or any authorized officer, YEIDA from time to time.
6. Collateral security: The Lessee has to make full payment of total premium and other dues of plot and make unit functional. The processing fee of Rs. 5000/- with applicable GST has to be deposited for the permission of collateral security. An application along with bank challan of deposited processing fee amount **with applicable GST** and letter of bank for permission of collateral security has to be submitted to concerned department of authority.

## 26. 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/Institutional department, last paid electricity bill (In case all original as well as subsequent legal documents are submitted, then NOC from Bank/Financial Institution is not required).
6. Photograph & signature of transferor(s)/Transferee(s) must be attested by the Bank Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorized the signatory for moving the transfer application should also be submitted with application.
7. Both transferor and transferee must be competent to contract on the date of transfer application.
8. The plot shall be transferred for same purpose as allotted.
9. Transfer of partial area of plot shall not be considered.

## 27. Charges for Transfer

1. Transfer charges are @5% of the prevailing Premium amount of plot or the total Bid premium of the plot mentioned in the allotment letter whichever is more at the time of transfer.
2. Transferor and transferee should severally and/or jointly satisfy themselves about the overdue/dues position from the Institutional/Industrial Department of the authority.
3. 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.
4. Once transfer deed is executed, all the assets and liabilities would pass on to the transferee.
5. Lease rent will be charged @2.5% annually of the Bid premium on the date of issue of transfer memorandum subject to enhancement as envisaged in Lease Deed/Transfer Deed/Transfer Memorandum. In case lease rent has been paid one time in lump sum earlier. The lease rent policy as amended from time to time, shall be binding on the Allottee/Lessee.
6. 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.
7. 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.
8. 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.
9. 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 transferor and Transferee fail to execute transfer deed within 90 days, transfer memorandum will automatically stand in- effective.
10. 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 5% of the sale value should be levied or as decided by the Authority, from time to time.

## 28. Issue of Mutation Letter

Application can be submitted by the Transferee at the concerned department along with the following documents:

i. A certificate copy of the Transfer Deed duly executed by the Transferor.

ii. Copy of challan against payment of transfer charge with applicable GST in the Authorized bank shall be required.

## 29. Misuse, Additions, Alterations, etc.

i. 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.

ii. 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.

iii. 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.

## 30. Indemnity

i. The Allottee/Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Allottee/ Lessee. The Allottee/Lessee shall execute an indemnity bond (on Annexure-1), 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

## 31. Liability to Pay Taxes

i. 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.

## 32. 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.

## 33. 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 deed/or non-deposit of reservation money/allotment money/acceptance money/Non deposit of three consecutive installment 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, 40% of the total premium or the amount deposited upto the date of cancellation, whichever is the least, shall be forfeited and balance here too, if any, shall be refunded without any interest and possession of the plot will be resumed by the authority/lessor with structure thereon if any, and the allottee/lessee will have no right to claim compensation thereof. The amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

## 34. 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 Allottee/Lessee would pay restoration charges at the rate of 10% of the total Premium with applicable GST of the plot at prevailing allotment rate calculated at the time of restoration.

iii. The Allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.

iv. The Allottee will submit project implementation schedule in the shape of affidavit.

v. 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.

vi. 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.

vii. 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.

viii. 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.

## 35. Amalgamation and sub-division

Amalgamation and/or sub-division of the plot shall not be allowed on the allotted plots. The allottee shall be solely responsible for the development/construction of all proposed activites as approved by the Authority.

## 36. Other Clauses

i. That the CEO reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, building bye-laws as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the allottee/lessee.

ii. If due to unavoidable circumstances the authority could not allot the plot, the EMD deposited by applicant would be refunded in due course. However, no interest on the deposits will be paid to the applicant. Excluding processing fees.

iii. If due to circumstances beyond the control of authority the possession of plot is not handed over to the allottee, the full amount deposited by the allottee would be refunded along with the simple interest at SBI saving bank's rate. Excluding processing fees and penalty.

iv. In case of increase in the compensation/ex-gratia to farmers by the order of Court/Govt./authority or otherwise, the increased amount on proportionate basis will be recovered from the allottee/Lessee of the Land.

v. In case of any dispute in the interpretation of any word or terms and conditions of the allotment/lease, the decision of the CEO shall be final and binding on the allottee/lessee and his/her/their successor.

vi. The authority will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.

vii. That the lessee and his/her/their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, Regulations or directions as are made issued there under from time to time.

viii. Any dispute between the lessor and lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad.

ix. The allotment will be accepted by the allottee on "As is where is Basis". The allottee is advisedto visit the site before submission of application form/interview for allotment.

x. Provisions related to the fire safety environmental clearance, NGT directives shall be observed by the allottee. Necessary approvals shall be obtained from the Competent Authority by the allottee.

xi. In case a link road comes anywhere in the plot area, it shall be retained by the allottee/lessee till an alternate arrangement is made by the authority.

xiii. All arrears due to the Lessor are recoverable as arrears of land revenue.

xiv. The lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

xv. The authority in larger public interest has the power to take back the possession of the land/building by making payment at the prevailing rate after giving the allottee/lessee an opportunity of being heard, the decision of the CEO of the authority shall be final and binding on the allottee/lessee in this regard.

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

xvii. Any clause not contained in this brochure or ambiguous, that shall be governed by the terms and conditions of the institutional Brochures of YEIDA.

xviii. All payment of this Scheme has to be made with applicable GST. GST will be over and above the cost of land premium, lease rent, penal interest, lease deed penalty, construction penalty etc.

xix. GST liability as applicable rates at the time of payment shall be borne by the allottee itself under Reverse Charge Mechanism vide Notification N.13/2017 S. So.5, 5A dated 28.06.2017.

xx. GST liability as per applicable rates at the time of payment under RCM if allottee is GST rgistered, if not then GST shall be payable under Forward charge.

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

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

xxii. **Clauses regarding events of default and termination**

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

(ii) **Proceedings**

**Insolvency Proceedings**

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

**Other Proceedings**

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

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

## 37. 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.

## 38. Role of YEIDA as per IBC 2016

1. Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, YEIDA will be treated a Secure Financial Creditor and the lease deed executed shall be a Financial/Capital Lease Deed.

2. Under the circumstances, where the Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, Lessor will be treated as Secure Financial Creditor and the dues (including penalties) of the Allottee shall be recovered through this procedure, treating Lessor/YEIDA as a Secure Financial Creditor.

3. All amounts that are payable by the Lessee/Allottee to the Lessor/YEIDA under the Lease Deed, whether towards the outstanding premium after e-auction shall constitute a financial debt within the meaning of the IBC, 2016 AND the same shall constitute a charge on the leased property within the meaning of T.P. Act and/or IBC, 2016.

4. The Lessee/Allottee expressly agrees that till such time all dues payable to the Lessor/YEIDA under these presents, whether on account of unpaid premium or lease rent or any other account are duly paid and so acknowledged by the Lessor/YEIDA, the leased premises shall remain a valuable security in the hands of the Lessor/YEIDA so as to secure due payment under Lease Deed. The premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016. The Lessee/ Allottee agrees that possession of lease land is given, which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the Lessee/Allottee from its allottees shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.

5. The Lessor/YEIDA shall always have first charge over the leased premise in contrast to every financial institution or Bank from whom the Lessee/Allottee may borrow funds for completion of the project on the leased premise or any allottee of the Lessee/Allottee.

6. The lessee shall be bound to disclose to Allottees/buyers, prior to confirmation of allotment of any Built-up space to be constructed or already constructed, about the outstanding towards the Lessor/YEIDA and that such outstanding constitute a priority compared to the allottees in the construction or to be constructed Built-up space.