

office Use (2010-2011)



(To be submitted in Duplicate)

Form SI. No.:540.....

Application for allotment of Institutional land

The Chief Executive Officer,
Yamuna Expressway Industrial Development Authority
A-1, First Floor, Commercial Complex,
Sector-Beta-II, Greater Noida 201 308

Photograph of
Authorised
Signatory Duly
Attested by
Bank Manager/
Gazetted Officer

Sir / Madam,

We hereby submit our application form for allotment of Institutional plot to establish

_____ on an area of _____ Sq.Mt.

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

We are enclosing herewith the following documents –

- Bank Draft No. _____ dated _____ for Rs. _____ drawn on _____ towards the registration money (10% of total premium).
- Bank Draft No. _____ dt. _____ for Rs. 10000/- drawn on _____ towards non-refundable / non-adjustable processing fees.
- Certificate of authorization in favour of Shri / Smt. _____ S/o/D/o _____ as (status) _____ which is on behalf of the applicant Society / Trust / Company / Partnership firm i.e. M/s _____ constituted under _____ Act of Government of India / State Government i.e. _____.
- Project / Proposal details alongwith schedule of project implementation for which this application is being submitted.
- Terms and conditions (Appendix-I) of the above registration are enclosed herewith which should be signed as a token of acceptance of the terms and conditions of the allotment of institutional land.

f) The following Documents duly certified by C.A. / Architect are enclosed - .

Sl. No.	Description	Enclosed "Yes" not Enclosed "No"	At page No.
1.	Project Report (to be signed by applicant and certified by CA).		
2.	Feasibility report of the proposed project to be signed by applicant and certified by CA.		
3.	Land required, depicting the land use pattern, construction plan & schedule of implementation to be signed by applicant and certified by Architect.		
4.	Three years projected cash flow, depicting sources of inflows for the project, to be signed by applicant and certified by CA.		
5.	Three years (2007-08, 2008-09, 2009-10) Audited balance sheet to be signed by applicant and certified by CA.		
6.	Financial statement of turnover of 2007-08, 2008-09 and 2009-10 to be signed by applicant and certified by CA (Annexure-1).		
7.	Financial statement of Networth as on 31.3.2010 to be signed by applicant and certified by CA (Annexure-2).		
8.	Liquidity certificate from any nationalized / schedule Bank (Annexure-3). Photocopy of listed company's shares / NSC / Bonds / FDR are also be attached. In case of loan from friends/relatives, documentary evidence of available funds of the friends/relatives.		
9.	Photocopy of certificate of incorporation/ registration, memorandum & article of association of the company/rules & regulations of society/trust/or partnership deed (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.	In case of consortium, MOU duly attested by notary (Annexure-5).		

g) **Refund Account Details** (For the purpose of refund or registration money of unsuccessful applicants)

Name of Bank and Branch _____

Bank Account No. _____

Date _____

Address of Applicant _____

Phone _____ Fax _____

E-mail _____

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation
Signature duly attested by Bank Manager

APPENDIX 1

Applications are invited for allotment of Institutional plots to establish one or more following Institutes

1. Nursery school
2. Senior Secondary School/Inter College / Degree College/Degree or Diploma in any other faculty
3. Management Institute/Engineering College
4. Dental College/Medical College
5. University
6. Vocational training/ Training institute
7. Office
8. Hospital
9. Other Institutions.

The list of available plots is displayed on the notice board of the Authority's office at sector Beta, Greater Noida.

SPECIAL TERMS AND CONDITIONS FOR ALLOTMENT

A-1. HOW TO APPLY

1. The prescribed Application form for allotment of plots of above categories can be obtained from **Oriental Bank of Commerce**, Jagat Farm, Sector-Gama-I, Greater Noida, **HDFC Bank Ltd.**, C-1, Alpha Plaza, Alpha Commercial Belt, Greater Noida and **Union Bank of India**, Sector-62, NOIDA. against cash payment of Rs. 1100/-.
2. The duly filled in application form must be submitted in any of the aforesaid bank branches alongwith proposal / project / details and other statutory documents. A non-refundable & non-adjustable Processing Fee of Rs.10000/- and Registration money (equivalent to 10% of total premium of the plot area) which is either adjustable or refundable for which application is being submitted should be deposited in favour of Yamuna expressway Industrial Development Authority. The registration amount and processing fee as stated above would be deposited through a bank draft payable at any scheduled bank of New Delhi / Noida / Greater Noida. (The registration amount may be ascertained in person from Institutional Department of the Yamuna expressway Industrial Development Authority.)
3. The application alongwith the requisite documents will be screened by a Screening Committee. The incomplete application / without requisite documents will not be recommended for interview of the applicant. However, the applicant whose application is submitted with complete information will have to appear for interview on prescribed date and time for examining the viability of the Project.
4. The allotment of plot is subject to the recommendation of Plot Allotment Committee after interview of the applicant. Successful applicants shall be issued Reservation Letter. Applicants are supposed to give their consent in writing within 60 days from the date of issue of Reservation Letter. After receiving the consent, formal allotment letter would be issued.

A-2. ELIGIBILITY

- a) An Individual, Registered partnership firm/ Limited liability Partnership firm /Trust / Registered society / Private Limited company/ Limited company or a consortium of any of the above can apply.
- b) The applicant should be competent to contract.
- c) A separate application shall be required to be submitted for each institutional plot.
- d) Incomplete application shall be summarily rejected.
- e) Applicant should have positive net-worth / surplus investable funds.
- f) In case of a company, Board resolution authorizing the Applicant to sign on behalf of the company shall be attached with the application.

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation

-
-
- g) In case of partnership firm having more than one partner, all the partners are required to sign the application and the attached documents. In case the documents mentioned above are not signed by all the partners, then necessary authorization letter from all the other partners should also be enclosed.
- h) In case of partnership firm the following should be enclosed:
- a. i. a certified copy of duly registered partnership deed
 - ii. certificate issued by Registrar of Firms'
 - b. In case of company the copy of its Memorandum and Articles of Association should be enclosed
- i) In case the applicants have formed a consortium:-
- Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with the YEA. The shareholding of the lead member in the consortium shall remain at least 30% till the completion certificate of the project is obtained from the YEA. Each member of the consortium with equity stake of at least 05% will be considered as the "relevant member". The Lead Member of the consortium must necessarily be a Firm/Company registered in India with the appropriate statutory Authority.
 - In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s). The MOA shall clearly define the formation of Special Purpose Company(ies)(hereinafter called SPCs), the role and responsibility of the members in the Consortium in the implementation of the project, in case a plot is allotted to the Consortium. MOA should be submitted in original duly registered/notarized with the appropriate authority.
 - The lessee/Sub-lessee(s) will be allowed to transfer up to 100% of its shareholding, subject to the condition that the "Lead Member" (on the date of submission of the application) shall continue to hold at least 30% of the shareholding in the SPC till the completion certificate of the project is obtained from the YEA.
- In compliance with the Govt. Order No. 5007/11-5-2010-500(50)/10 dated 11th October 2010, issued by the Department of Tax & Registration, Government of Uttar Pradesh, the change in the name of shareholders does not amount to transfer of the property of the Company. The Change in Constitution Deed regarding change in the shareholders as a result of transfer of shares in the Companies is not mandatory to be registered under Section 17 of the Registration Act, 1908. In addition to this, no stamp duty is leviable on this CIC deed under Clause 23 of Schedule 1b of the Stamp Act, 1899. No transfer charges shall be leviable on the transfer of shares in the Companies and no prior approval of the YEA shall be required for transferring the shares.

A-3. MODE OF PAYMENT AND PAYMENT PLAN

1. 10% of the total premium of the plot shall be deposited with application form as registration money. The Registration money of the unsuccessful applicants will be returned without interest. Successful applicant/ allottee has to pay additional 20% of the total premium within 60 days of issue of allotment letter as Allotment Money and also submit a photocopy of the challan in the office of Manager, Institution and to the Manager finance of the Authority. Balance 70% of the total premium shall be paid in 20 half yearly installments with interest @ 12% p.a. The first such installment will fall due on the date calculated from the 61st day from the date of allotment.
2. Pre payment in whole or part is allowed. No rebate shall be allowable in case of pre-payment. In case the allottee opts to pay the balance of the premium in a lump sum, interest on the balance premium upto the date of deposit shall be chargeable.
3. Extension for depositing allotment money shall not ordinarily be allowed. In case of default, the allotment offer would be cancelled and the registration money will be forfeited. In exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or the Lessor or his/her authorized representative at his/her discretion.
4. All payments should be remitted by the due dates. In case the due date is a bank holiday then the allottee/lessee shall ensure remittance on the next working day. In exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or the Lessor or his/her authorized representative at his/her discretion.

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation

In case of default in deposit of any money (except lease rent) due to the Authority the allottee / lessee would be required to pay an additional interest 03% above to the applicable interest rate per annum (total 15%) on defaulted amount for defaulted period. This defaulted amount will be compounded half yearly.

In case of default, the Authority shall issue notice giving 15 days time to deposit the defaulted amount. Not more than three such consecutive notices shall be issued. In the event of non-payment after three defaulter notices, cancellation process will be initiated.

5. All payments should be made through demand draft drawn in favour of 'Yamuna expressway Industrial Development Authority' and payable on any designated scheduled bank located in Delhi/New Delhi /Noida/Greater Noida with intimation to the Authority.
6. The payment made by allottee /lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the installment due and the lease rent payable.
7. In case of any increase in land acquisition cost, the allottee shall be liable to pay proportionate increased cost of land acquisition.
8. YEA will accept each and every payment made by the allottee at his own risk and responsibility. The rights of YEA will not be affected in any way by accepting any payment made by the allottee of the allotted plot, in case the allottee violates any conditions of the allotment. No right to the allottee shall accrue if he/she makes payment despite the plot having been cancelled.

NOTE:- For the purpose of this document the date of issue of allotment letter shall be reckoned as date of allotment.

A-4. LEASE RENT

In addition to the premium of plot, lease rent shall be chargeable from the date of execution of lease deed @2.5% of the total premium per annum and shall be payable annually in advance. In case of default in payment of lease rent, a defaulted interest rate 15% shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years.

The allottee shall have an option to pay a lumpsum amount equivalent to 11 times of the annual lease rent i.e. 27.5% of total premium before the due date for execution of lease deed as a ONE-TIME LEASE RENT.

A-5. LEASE DEED EXECUTION AND POSSESSION

The allottee are required execute lease deed and take physical possession of the plot within 30 days from the date of issue of check-list/information to do so. In the event of failure to do so, the allotment would be liable for cancellation. In exceptional circumstances, CEO or its authorized officer can grant time extension maximum upto 12 months on payment of penalty equivalent to annual lease rent.

In any case, lease deed would be executed only after deposit of 30% of the total premium of the allotted plot.

A-6. 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-7. COST OF STAMP DUTY

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 is applicable as per the notification issued by the State Government from time to time. The allottee/transferee shall also pay the duty on transfer of immovable property levied by the authority from time to time.

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation

A-8. LOCATION CHARGES

Location charges shall be payable by the allottee / lessee @ 5% of the total premium before execution of lease deed in lumpsum, in case the allotted plot is located on 45.00 mtr. or above size roads, provided that the allotment is of size 15 acres or less than that.

A-9. IMPLEMENTATION OF PROJECT FOR EDUCATIONAL INSTITUTE

A. CONSTRUCTION

1. The lessee/allottee shall construct the boundary wall as well as the building of the institution only after getting proper sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant Building Regulations as well as any specific directions that may be issued by the lessor.

2. A. The permissible ground coverage and FAR would be as per Bye laws.

B. The allottee / lessee shall commence and complete the construction as per the following schedule-

Sl.No.	Plot Area (in sq.m.)	Minimum covered area	Time for first phase completion
1.	Upto 4000	50%	Within 3 years from the DDOL*
2.	4001- 10000	40%	Within 3 years from the DDOL
3.	10001-20000	35%	Within 3 years from the DDOL
4.	20001 10000	30%	Within 3 years from the DDOL
5.	100001-200000	25%	Within 3 years from the DDOL
6.	200001 400000	20%	Within 3 years from the DDOL
7.	Above 400000	15%	Within 3 years from the DDOL

DOA = Date of all*DDOL = Due date of leasedeed

C. Normally, no extension for completion would be granted. However, in exceptional circumstances, extension of 36 months may be granted by the Authority on payment of extension charges @ 0.5% per month of total premium of the plot or as decided by the Authority from time to time.

D. In case the applicant fails to commence the activity for which the land has been allotted, within the time period, or extended time period, decided for the purpose, the allotment/lease can be cancelled/ determined. On such cancellation / determination, 20% of the premium will be forfeited, and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no claim compensation thereof. The balance amount deposited shall be refunded without any interest.

A-10. FUNCTIONAL

It is essential to obtain functional certificate from the Authority within 6 months from the due date of issue of completion/occupancy certificate. The following documents are required to obtain functional certificate

- Completion Certificate.
- No dues certificate.
- Proof of any government/semi government /Education Board/University declaring the Institute is functional.
- CEO or its authorized officer, may ask any other document for satisfaction that Institute is functional.

In case of failure to obtain functional certificate, the allottee would be required to pay penalty @ 4% of the total premium per year which shall be calculated on monthly pro-rata basis.

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation

A-11 Rates of Allotment of land for establishment of Senior Secondary School/Inter College / Degree College / Degree or Diploma in any other faculty/Management Institute/Engineering College / Dental College/ Medical College / University/Vocational Training Institute /other Institute would be-

S.No.	Category	Rates (Per sq.m.)
1	Upto 4000 Sq.m.	Rs.3175
2	Addition to 4000 sq.m. to 20000 sq.m.	Rs.2475
3	Addition to 20000 sq.m. to 60000 sq.m.	Rs.2400
4	Addition to 60000 sq.m.	Rs.2375

A-12 THE PERMISSIBLE PLAYGROUND AREA

The permissible playground area would be 15 % of the allotted area.
The allotment rate of permissible playground area would be Rs.1900/- per sq. mtr. The permissible FAR and Ground Coverage would be 10% and 5% respectively.

A-13 Rates of Allotment of land for establishment of Nursery school /Hospital/ Office would be

S.No.	Category	Rates (Per sq.m.)
1	Nursery school	Rs.5650
2	Hospital	Rs.4650
3	Office	Rs.5150

A-14 SUPPORTING FACILITIES

A) For Senior Secondary School/Inter College / Degree College / Degree or Diploma in any other faculty /Management Institute/Engineering College /Dental College/ Medical College / Vocational training/training institute, maximum 50% of FAR may be used for the following supporting activities-

- Staff Housing (Max. 15% of the FAR)
- Hostel
- Auditorium
- Books and stationary shop
- Chemist shop
- Post office counter facility
- Bank extension counter
- Cultural and Information Centre
- Dispensary
- Indoor Games Hall
- International Conference Centre
- Internet Centre
- Library
- Museum
- Planetarium
- R & D Centre
- Radio and Television Station
- Canteen
- Gym
- Guest House
- Transit Hostel
- Swimming pool

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation

B) For office plot, maximum 25% of FAR may be used for the following supporting activities-

- Auditorium
- Chemist shop
- Post office counter facility
- Bank extension counter
- Cultural and Information Centre
- Indoor Games Hall
- International Conference Centre
- Internet Centre
- Library
- R & D Centre
- Radio and Television Station
- Canteen
- Gym

C) For Hospital plot, maximum 15% of FAR may be used for the following supporting activities-

- Staff Housing
- Chemist shop
- Post office counter facility
- Bank extension counter
- Cultural and Information Centre
- Canteen
- Transit Hostel

The above support facilities may be run and maintained by the allottees themselves or by renting out the facilities.

Verification

I/We _____
have gone through the above terms and conditions and also the terms and conditions enumerated under heading "General terms and conditions" for allotment of Institutional plot and agrees to abide by the same and hereby duly signed as a token of acceptance of the terms and conditions of the Institutional Plot Scheme. I/We also certify that all the statement made in the application, Annexure and formats are true and correct and nothing has been concealed.

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

GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF INSTITUTIONAL PLOTS

B-1 AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation. If such variation is within 10% limits, no change in location or surrender shall be allowed. However, if such variation is more than 10%, allottee shall have the option of surrendering the allotment and take back entire money deposited by him / her without any interest.

B-2 UNSUCCESSFUL APPLICANTS

The Registration money of the unsuccessful applicants will be returned without interest after rejection of application.

B-3 SURRENDER

- 1 The allottee/lessee can surrender the Institutional Plot/Premises in favour of YEA before cancellation. The YEA may permit the surrender of the plot, subject to necessary deductions, as per the prevailing policy of the YEA at the time of surrender, from the deposits made by the allottee/lessee to YEA.
- 2 The request for surrender should contain signatures of bonafide allottee/lessee. In case of incorporated company/society the request should be supported by the Certified Copy of the Resolution of Board of Directors/Executives.
- 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 YEA.

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

B-4 CHANGE IN CONSTITUTION

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

B-5 MAINTENANCE

1. The allottee 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. That the lessee will keep the demised premises and buildings
 - (i). At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.
 - (ii). And the available facilities as well as the surroundings be neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
3. That the lessee shall abide by all Regulations, Building Bye laws and Directions 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 rules made therein.
4. 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 may consider just and / or expedient.
5. 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 incurred in carrying out such works will be borne by the allottee.
6. That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
7. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation

B-6 MORTGAGE

The Lessee may, with prior permission of the Authority/Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by allottee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the Authority, developer and the financial institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the Authority at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged/charged property the Authority shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Authority in respect of the market value of the said land shall be final and binding on all the parties concerned.

The Authority's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

B-7 TRANSFER OF PLOT

As per the Government Order No.CS78/77-4-10-142N/08 dated 27.09.2010 issued by the Department of Industrial Development, Government of Uttar Pradesh, the allotted plot can be transferred to another eligible legal person competent to own property, without making it functional till 31st March, 2011. Thereafter the prevalent policy of the YEA regarding the transfer of such plots shall be applicable. This transfer shall be subject to the condition that the plot is to be transferred to a similar institution/legal person, for the same/similar use and subject to such terms & conditions, including payment of applicable transfer charges, as may be decided by the lessor/the YEA at the time of granting the transfer permission. Extension charges, if due, or any other dues recoverable from the allottee/lessee shall be recovered before granting permission to transfer the plot.

However after issuance of reservation letter, applicant with prior permission of the Authority, can transfer the offered institutional plot within 60 days from the date of issuance of Reservation Letter to eligible legal person, for the same/similar use/purpose on payment of transfer charges @ 1% of the total premium. In such cases, allotment letter would be issued in the name of transferee.

B-8 MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee / lessee shall not, use the land 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 any officer of Authority, authorised by CEO. 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.

B-9 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.

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation

B-10 OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing golds, 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 always, 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 C.E.O. on the amount of such compensation will be final and binding on the applicant.

B-11 CANCELLATION

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

1. Allotment being obtained through misrepresentations / suppression of material facts.
2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
3. 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/insallments.

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Authority / lessor with structure thereon, if any, and the allottee / lessee will have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (2)&(3) above, 20% of the total premium or the amount deposited upto the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

B-12 RESTORATION

Restoration of cancelled plot may be allowed by the CEO or its authorized officer of YEA on completion of required formalities as per the prevailing policy of the YEA at the time of restoration.

B-13 AMALGAMATION

Amalgamation of adjoining plots may be allowed by the CEO or its authorized officer YEA on completion of required formalities as per the prevailing policy of the YEA at the time of Amalgamation.

B-14 OTHER CLAUSES

1. The lessor reserves the right to make such decision/alterations/modification in the terms and conditions of registration / allotment / lease from time to time, as lessor may consider just or expedient.
2. In case of any clarification or interpretation regarding these terms and conditions the decision of the lessor shall be final and binding on the applicant allottee/lessee.
3. If due to any "force-majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of allotted plot, entire registration money or the deposits, depending on stage of allotment will be refunded without interest.
4. The registration/allotment/lease will be governed by the provision of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and rules and/or regulations made or directions issued, under this act.
5. All arrears due to the lessor are recoverable as arrears of land revenue.
6. Any dispute between the Authority / Lessor and Allottee / Lessee/ Sub-leasee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court.

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation

FINANCIAL STATEMENT OF TURNOVER

Name of Applicant/Consortium Lead Member & relevant members -----

S.No.	Description	2007-08 (as per audited balance sheet)	2008-09 (as per audited balance sheet)	2009-10 (as per audited balance sheet)
1.	Turnover of the Applicant/ Consortium Lead Member & relevant members as per audited annual accounts.			

Signature of Authorised signatory
 Stamp of applicant with name
 And Status

CERTIFICATE OF THE CHARTERED ACCOUNTANT/STATUTORY AUDITOR

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

Signature and Seal of Chartered
 Accountants/Statutory Auditors
 Membership No.

FINANCIAL STATEMENT OF NET WORTH

S. No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on 31.3.2010 of the Applicant/Consortium Lead Member & relevant members as per audited annual accounts.		

Signature of Authorised signatory
Stamp of applicant with name
And Status

CERTIFICATE OF THE CHARTERED ACCOUNTANT/STATUTORY AUDITOR

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

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

LIQUIDITY CERTIFICATE

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

Name of Officer with designation
(with rubber stamp)

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

FORMAT FOR AFFIDAVIT

(To be furnished on non-judicial stamp paper of Rs.100/- duly attested by notary public, by the sole Applicant or by Each Member in case of Consortium).

Ref.: Application of Institutional Plot in Yamuna expressway Industrial Development Area.

1. I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexures & Formats, are true and correct and nothing has been concealed.
2. The undersigned also hereby certifies that neither our Company M/s _____ nor any of its director/constituent partners have been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the bidding / submitting Application for any project.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by YEA to verify this statement or regarding my (our) competence and general reputation.

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation

**FORMAT FOR MEMORANDUM OF UNDERSTANDING
FOR JOINT VENTURE / CONSORTIUM**

(To be furnished on non-judicial stamp paper of Rs.100/- duly attested by Notary Public).

The Memorandum of Understanding (MoU) entered into this _____

day of _____ 201_____ at _____.

Among -----(hereinafter referred as _____)

and having office at _____ India party of first part

And _____

(hereinafter referred as _____) and having office

at _____ India party of second part

And _____

(hereinafter referred as _____) and having office

at _____ India party of third part

And _____

(hereinafter referred as _____) and having office

at _____ India party of fourth part

The parties are individually referred to as party and collectively as parties.

WHEREAS the YEA has invited applications from interested parties for Institutional plot(s).

AND WHEREAS the Parties have had discussions for formation of a Joint Venture / Consortium for applying for the said Institutional Plot and have reached an understanding on the following points with respect to the party's right and obligations towards each other and their working relationship.

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation

AS MUTUAL UNDERSTANDING OF PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. That the Parties will form a Special Purpose Company (SPC) with the shareholding commitments expressly stated.
2. That M/s _____ who is the lead Member of the Joint Venture / Consortium, commits to hold a minimum equity stake equal to 30% of the aggregate shareholding of the Joint Venture / Consortium in the SPC at all times during the period of completion of project.
3. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Agreement.
4. That the Parties affirm that they shall implement the project in good faith and shall take all necessary steps to see the execution of the said development expeditiously.
5. That this MoU shall be governed in accordance with the laws of India and courts in India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

.....

(Party of the first part)

.....

(Party of the second part)

.....

(Party of the third part)

.....

(Party of the fourth part)

Witness

1. _____

2. _____

3. _____

4. _____

Signature of Authorised signatory
Stamp of applicant with name
And Status / designation