

# SCHEME FOR ALLOTMENT OF RESIDENTIAL TOWNSHIPS

SCHEME CODE: YEA-RT-03/2011

SCHEME OPENS ON 01-03-2011

SCHEME CLOSSES ON 22-03-2011

APPLICATION FORM NO.: .....

PRICE RS.10,000/-  
(Including Tax)

# Scheme for YEA-RT-03/2011 Residential Townships

**SCHEME CODE: YEA-RT-03/2011**

Scheme opens on 01-03-2011

Scheme closes on 22-03-2011

Tender submission on 22-03-2011 from  
10.00 A.M. to 12.00 noon.

Opening of Technical Qualification Bids on  
22-03-2011 at 1.00 PM



## SCHEME FOR YEA-RT-03/2011 (RESIDENTIAL TOWNSHIP)

Yamuna Expressway Industrial Development Authority (hereinafter referred to as YEA) invites sealed tenders in two-bid system in the prescribed Application Form for allotment of residential township plots in Sector 18 & 22D for a lease period of 90 years, on the basis of actual acquisition & physical possession. Acquisition of land of Sector-18 is under progress.

Terms and conditions for allotment of the land are described herein:

### A. DETAILS OF PROPERTY :

Plot No./ Sector	Area in Acres (Approx.)	Reserve Price (Rs. Per Sqm.)	Earnest Money (Rs. in crores)	Processing Fee (Non- Refundable and Non- Adjustable)	Remarks
TS-1 /Sector-22D	200	4500/-	10	10 lacs	Land Acquired & in Possession of YEA
TS-2 /Sector-22D	200	4500/-	10	10 lacs	Land Acquired & in Possession of YEA
TS-5 /Sector-22D	100	4500/-	10	10 lacs	Land Acquired & in Possession of YEA
TS-7 /Sector-22D	100	4500/-	10	10 lacs	Land Acquired & in Possession of YEA
TS-8 /Sector-22D	100	4500/-	10	10 lacs	Land Acquired & in Possession of YEA
TS-1 /Sector-18	100	4500/-	10	10 lacs	Acquisition of land under progress
TS-2 /Sector-18	100	4500/-	10	10 lacs	Acquisition of land under progress
TS-3 /Sector-18	150	4500/-	10	10 lacs	Acquisition of land under progress

The allotment is subject to the receipt of the approval/no objection of the Government of Uttar Pradesh for the proposed land use of these sectors in the proposed Master Plan 2031 of the YEA.

### B. NORMS OF DEVELOPMENT

The land use breakup for the residential township plots shall be as follows:

PERMISSIBLE LAND USAGE	
Institutional & Facilities	Minimum 05%
Roads, Parks & Open spaces	Minimum 35%
Commercial	05% Maximum
Residential (Plotted and Flatted)	55% Maximum

The maximum permissible FAR, Ground coverage on each permissible land use and other planning norms shall be as provided in the Building Byelaws of the YEA on the date of issue of reservation letter. The maximum permissible density shall be 1650 PPHa for the Residential area only.

### TERMS & CONDITIONS FOR ALLOTMENT OF RESIDENTIAL TOWNSHIPS.

#### 1. ELIGIBILITY

- A Proprietorship, 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.
- The applicant should be competent to contract.
- A separate tender form shall be required to be submitted for each plot.
- Tenderer should have positive net-worth / surplus investable funds.
- In case of a company, Board resolution authorizing the Tenderer to sign on behalf of the company shall be attached with the Tender. The copy of its Memorandum and Articles of Association should also be attached.

- f) In case of partnership firm having more than one partner, all the partners are required to sign the Tender form 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 be enclosed.

The following should also be enclosed:

- i. a certified copy of duly registered partnership deed
  - ii. certificate issued by Registrar of Firms'
- g) In case the tenderers 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 temporary occupancy/completion certificate of the project as per the provisions of bye-laws of YEA, is obtained from the YEA. Each member of the consortium with equity stake of at least 5% 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.
  - Execution of more than one lease deeds can be made by sub-dividing the plot in favour of the lead member and / or the relevant member(s) and / or Special Purpose Company(ies) (SPC) formed by them, which should be firm(s) or incorporated company(ies) registered in India. However, the area of each such plots proposed for execution of lease deed, as described above, should not be less than 10 acres and the said sub-division should be in accordance with the planning norms of 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.

#### D. ESSENTIAL QUALIFICATIONS:

##### D-1 TECHNICAL ELIGIBILITY CRITERIA:

The total compounding sanctioned plans/ completion certificates should be a minimum 15,00,000 sq.ft. in aggregate of construction by the Tenderer/ consortium's lead member, its relevant members and their subsidiaries and holding companies. Details of Construction activities (excluding merely trading in real estate) like land development/ housing/ construction/colonizing jobs of bonafide allotted land/ commercial/ IT/ ITES projects development executed along with approximate cost and date of completion during the last 5 years till the date of submission of tender should be attached, as per Annexure – I (c).

##### D-2 FINANCIAL ELIGIBILITY CRITERIA:

Parameters	For RESIDENTIAL Township
(i) Minimum Net Worth as on 31.03.2010 duly certified by the tenderer's statutory auditors/ Chartered Accountant	Rs. 20.00 crores
(ii) Minimum Solvency as per Certificate not more than 6 months old, from a Nationalized / Scheduled Bank	Rs. 10.00 crores
(iii) Minimum Total Turnover from real estate/ construction activities for the last 3 accounting years duly audited by the tenderer's statutory auditors/ Chartered Accountant i.e. 2007-08,2008-09 and 2009-10, as per Annexure-I (b) of this brochure	Rs. 200.00 crores

**NET WORTH CALCULATION SHALL BE DONE AS BELOW:**

- (a) In case of a Company, Net-worth = Paid up share capital (excluding share application money) plus Reserves and surplus (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. Net Worth statement certified by the statutory auditors/ Chartered Accountant of the Company should be submitted.
- (b) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm excluding intangible assets, if any. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the firm should be submitted.
- (c) Individual Net Worth statement (relating to application made by proprietorship firm) certified by the tenderer's statutory auditors/ Chartered Accountant along with certified true copies of income tax/ wealth tax return with all its enclosures submitted to Income Tax Authority should be submitted.

**D-3 PLEASE ALSO ATTACH:**

- (i) List of projects in hand at present and the status of their implementation, cost incurred and expected time of completion of each project separately.
- (ii) Organization chart, list of staff, details of in-house architectural facilities, list of structural consultants/ engineers used during the last three years.

**NOTE:**

- (i) All amounts are in Indian National Rupees.
- (ii) In case of a consortium, the above information should be provided for the "lead member" and the "relevant members" only, who should jointly qualify the technical & financial eligibility criteria, as enumerated in D-1 and D-2 above.
- (iii) In case the tenderer/ consortium member is a company, then the qualifications of its holding company or subsidiary companies shall also be considered as the qualifications of the applying company/ consortium member.

**E. HOW TO APPLY**

1. The intending bidder may apply for allotment of plot on prescribed Application Form. The Form shall be made available on payment of Rs.10,000/- at 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.
2. The earnest money and processing fee should be in the form of Bank Draft/ Pay Order in favour of Yamuna Expressway Industrial Development Authority, payable at New Delhi / Noida / Greater Noida.
3. Two Separate envelopes should contain technical qualification bid (ENVELOPE No.1) and financial bid (ENVELOPE No.2), respectively.
4. Both these envelopes should be sealed and super scribed as TECHNICAL QUALIFICATION BID (ENVELOPE No.1) FOR RESIDENTIAL TOWNSHIP SECTOR..... and FINANCIAL BID (ENVELOPE No.2) FOR RESIDENTIAL TOWNSHIP SECTOR-....., respectively.
5. Both these sealed envelopes should be put into one envelope which should be super scribed as application for RESIDENTIAL TOWNSHIP SECTOR-..... This envelope should also be sealed before putting into tender box.
6. The demand draft for processing fee & earnest money should be attached with technical qualification bid documents.
7. The following documents are required to be submitted with the "Technical Qualification Bid" documents placed in Envelope No.-I after getting them duly certified by the tenderer's statutory auditors/ Chartered Accountant.
  - i. Certified true copy of Certificate of Incorporation/ Certificate for Commencement of Business.
  - ii. Certified true copy of Memorandum & Articles of Association.
  - iii. Audited annual reports for the last three (3) years i.e. 2007-08, 2008-09 and 2009-10. In case of a Consortium, the audited annual reports of each MEMBER of the consortium for last three years shall be submitted.

- iv. Board resolution authorizing the person for making this application.
- v. Partnership Deed in case of Partnership firm.
- vi. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the Company/ Partnership firm.
- vii. Certificate of Turnover from real estate activities for the last three years certified by the statutory auditors/ Chartered Accountant of the Company/ Firm as per format given in Annexure-I (b).
- viii. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank.
- ix. Details of work experience along with copies of sanctioned plans/ compounding sanctioned plans/completion certificates, issued by the concerned statutory authority as per format given in Annexure-I(c).

Apart from the above list (not exhaustive) relevant documents mentioned in other part of this document also needs to be submitted.

#### **F. ACCEPTANCE OF TENDER**

1. Technical qualification bids for the tenders will be received on 22-03-2011 from 10.00 A.M. to 12.00 noon in the office of Yamuna Expressway Authority, Sector-Beta-II, Greater Noida and will be opened in the presence of the bidders at 1.00 p.m. on the same day in Yamuna Expressway Authority's office. The presence of all the tenderers is solicited.
2. All the "Technical Qualification Bids" shall be examined by the YEA, who shall declare the list of the technically qualified bidders. The decision of the YEA in this regard, shall be final and binding on all the bidders.
3. The Financial bids of only technically qualified bidders shall be opened subsequently. The technically qualified bidders shall be informed of the time and date of opening of financial bids. The technically unqualified bidders will not be informed regarding the opening of financial bids. However the list of technically qualified bidders along with the schedule of opening of financial bids shall be displayed on the notice board of the YEA.
4. In case more than one tender of same highest amount is received against the plot, an auction will be conducted amongst these highest amount bidders, so as to enhance the highest financial bid quoted.
5. Incompletely filled tender document will be summarily rejected.
6. The tenderer cannot withdraw the Offer/ Tender once made.
7. The YEA may, without assigning any reason, withdraw scheme at any stage. Similarly size of the plots may be increased or decreased.
8. The YEA may accept or reject any offer, including the highest bid, and his decision in this behalf shall be final and binding on the tenderer.
9. There will be no correspondence on issues/ grounds raised in technically disqualified bids.

#### **G. MODE OF PAYMENT AND PAYMENT PLAN**

##### **(I) FOR PLOTS OF SECTOR 22D:**

1.
  - (i) The successful bidder shall be issued a Reservation letter.
  - (ii) The successful bidder shall be required to pay 10% of the total premium of the plot as reservation money after adjusting earnest money within 30 days from the date of issuance of Reservation Letter, otherwise the claim for allotment will be treated as deemed cancelled. However, this is subject to clause 'H' of this brochure. After confirming the receipt of 10% amount as mentioned above and after the land has been acquired and possession taken by YEA, the formal Allotment Letter will be issued.
2. The allottee on issue of formal Allotment Letter shall then be required to pay 20% of the total premium of the plot allotted as allotment money within 60 days from the date of issuance of such Allotment Letter.
3. The allottee shall also deposit due stamp duty, for lease deed of the acquired and allotted land, in treasury of District Gautam Budh Nagar and should produce a certificate to that effect in YEA within 90 days from the issue of formal Allotment.
4. The balance 70% premium of the plot along with 12.5% interest will be paid in 16 half yearly installments along with interest.
5. In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

6. All payments should be remitted by due date. In case the due date is a bank holiday then the allottee should ensure remittance on the next working day.
7. In case of default, the allotment and/ or reservation offer will be considered as cancelled without any further notice and the amount equivalent to earnest money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause 'H' of this document.
8. The payment made by the allottee will first be adjusted towards the interest due and lease rent payable, if any, and thereafter the balance will be adjusted towards the premium due.
9. The Lease Rent prevalent at the time of execution of lease deed shall be payable.
10. In case of allotment of any additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.
11. All payment should be made through a demand draft/ pay order drawn in favour of "YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/NOIDA/Greater NOIDA. The applicant/ allottee should clearly indicate his name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order.

**(II) FOR PLOT NO. TS-1, TS-2 & TS-3 IN SECTOR-18:**

1. Since the land earmarked for this scheme is still under acquisition, therefore, in the interest of the YEA and in overall public interest, initially, a letter reserving the earmarked area for respective plots shall be issue to the successful bidder, who shall be required to pay 10% of the total premium of reserved area as reservation money after adjusting earnest money within 30 days from the date of issuance of Reservation Letter, otherwise the claim for allotment will be treated as deemed cancelled. However, this is subject to Clause 'H' of this document.
2. After confirming the receipt of 10% of the total premium amount, more than one allotment letters shall be issued as and when the process of acquisition and possession of large parcels of land by YEA will be completed. Efforts would be made to allot and handover possession of a total area of reserved land to the successful bidder within 12 months from the date of issue of the reservation letter. However if for any reasons beyond the control of the YEA, it does not become possible to handover possession of total reserved land within the stipulated period of 12 months, the area of this Scheme shall automatically stand reduced to the area actually handed-over by the YEA to the successful bidder, including those areas of land which are surrounded from all the four sides by the handed over areas and those areas which fall under the critical infrastructural facilities planned for this township, such as roads, sewerage, water supply, electric supply etc., subject to the condition that the total of such areas shall not be more than 10% of the total area handed over by the YEA to the successful bidder. The price charged for such land shall be equal to weighted average of the then applicable reserve price for the various land uses (weightages to be given as per the percentages mentioned in Clause 'B' of this brochure), increased by the percentage of the accepted bid above the reserve price for this township.  
More than one lease deeds shall also be executed as and when the possession of various parcels of land is handed over to the successful bidder. The rate of allotment for each parcel of land shall be the auction rate mentioned in the reservation letter plus interest @12.5% of the auction rate mentioned in the reservation letter for the period from 61st day from the date of depositing the reservation money to the date of issue of respective allotment letters of various land parcels.  
If YEA is unable to allot some part of area to the successful bidder, the proportionate amount of reservation money deposited by successful bidder shall be adjusted towards future installments. No interest shall be paid on the amount of reservation money adjusted towards future installments.  
It shall be mandatory for the successful bidder to accept the reduced land area on as is where is basis and no claim whatsoever, for any compensation or damages shall lie against the YEA on account of reduction in area of the township.
3. Rest conditions of payment as enumerated in para 2 to 11 of clause 'G' (I) above shall applicable to these plots also.

**H. EXTENSION OF TIME**

1. Normally extension for depositing the reservation money, and allotment money shall not be allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned, the YEA may grant a maximum of 60 days extension to deposit the reservation money/ allotment money, subject to the payment of interest @ 15% per annum on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.
2. In exceptional circumstances, the time for the payment of balance due amount of installment (other than reservation money and allotment money) may be extended by the YEA. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.

3. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

**I. AREA**

The area of plot allotted may vary at the time of handing over of the possession. The premium of plot will proportionately vary due to such variations. If such variation is within 20% limits, no surrender shall be allowed. However, if such variation is more than 20%, allottee will have the option of surrendering the allotment and taking back the entire amount deposited by him/ her without any interest, except the processing fee provided that the allottee applied for the refund within 30 days from the date of giving possession of the plot. The applicable rate of allotment of additional area shall be the then applicable reserve price increased by the percentage of the accepted bid above the reserve price for the township.

**J. AS IS WHERE IS BASIS/ LEASE PERIOD**

The plot will be accepted by the allottee on an "As is where is basis" on a lease for a period of 90 years starting from the due date of execution of the lease deed.

**K. UNSUCCESSFUL APPLICANTS**

Earnest Money without interest will be returned to the unsuccessful bidder after completion of tender process. However, processing fee shall not be refunded. The YEA reserves the right to retain/ forfeit the Earnest Money in case the information furnished by the applicant is found to be incorrect/ misleading with regard to net worth, turnover, experience and other material facts.

**L. SURRENDER**

The request for surrender of plot will only be considered prior to cancellation, as per following provisions:

1. The allottee/lessee can surrender the allotted 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.

**M. LEASE RENT**

In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

The lease rent will be payable @ 1% of premium of the plot for the first 10 years of lease period.

- (i) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (ii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iii) Delay in payment of the advance lease rent will be subject to interest @14% per annum compounded half yearly on the defaulted amount for the defaulted period.
- (iv) The allottee/ lessee has the option to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time , as "One Time Lease Rent" unless the YEA decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

The lease rent policy as amended from time to time shall be binding on the allottee/lessee

#### **N. POSSESSION**

1. Possession of allotted land will be handed over to the Lessee after execution and registration of lease deed.
2. Execution and registration of lease deed can be done only after a minimum payment of 30% of premium and payment of one year lease rent in advance.
3. The lessee shall prepare the detailed lay-out plan for the entire land for approval of the YEA.
4. Internal development of the sector shall be the full responsibility of the lessee and it shall be carried out as per the lay-out plan approved by the YEA.

#### **O. EXECUTION OF SUB LEASE DEED**

1. The allottee will have to construct on its own minimum of 30 per cent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
2. The allottee shall have option to sub-lease 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' with prior approval of the YEA.
3. After the approval of the lay-out plan from the Yamuna Expressway Authority (YEA), the lessee shall have option to sublease portions of land earmarked for Residential, Commercial, and Institutional subject to minimum plot size of 6000 Sq.mtrs for Residential and 3000 Sq.mtrs. for Commercial and Institutional land after prior approval from the YEA.
4. Developers will have the option to earmark areas for multi-story/ independent flats/ houses and plotted development and permissible ground coverage & FAR shall be as per the permissible regulations.
5. The Lessee shall sub-lease an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street-lighting, etc. in that area is in full-swing.
6. The Lessee shall have to execute sub lease deed in favour of Sub Lessee in the form and format as prescribed by the YEA.
7. On Execution of such sublease deed, sub-lessee will be bound to comply with the provisions of payment of proportionate share of lease premium of land area so sublet, lease rent and all other charges payable to the YEA in the proportionate share of the land area so sublet.  
The sub-lessee shall be responsible for strictly complying with the provisions of land use, building bye-laws of the YEA.  
The YEA shall be entitled to take any action against the sub-lessee as has been mentioned in the scheme brochure including cancellation of the sub-lease and forfeiture of the premium etc as per the terms and conditions of this Brochure.

#### **P. INDEMNITY**

The Lessee and all sub-lessees shall execute an indemnity bond, indemnifying the YEA against all disputes arising out of:

1. Non-completion of the Project.
2. Quality of construction
3. Any other legal dispute arising out of allotment, lease, sub-lease etc.

The Lessee shall be wholly and solely responsible for implementation of the Project save and except the land which it has subleased to any individual or entity as per Clause O - Sub Clause 1, 2 and 3 & shall also wholly & solely responsible for ensuring quality development and subsequent maintenance of the buildings and services till such time, an appropriate alternate agency for such work/ responsibility is identified legally by the Lessee. Thereafter the agency appointed by the Lessee will be responsible to the YEA for maintenance and service of the constructed flats/ buildings.

#### **Q. DOCUMENTATION**

The allottee shall deposit due stamp duty for Lease Deed of the acquired and allotted land in the Treasury of Distt. Gautam Budh Nagar and should produce a certificate to that effect in the YEA within 90 days from the date of issue of Allotment Letter for each parcel of land. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf. However in case of delay in execution of lease deed by the allottee, extension can be granted by the YEA, at its discretion or any other officer authorized by him subject to the payment of penalty @ Rs. 10/- for 1000 Sq.Mtrs. per day. The Lessee shall be responsible to communicate to the allottees the conditions applicable to them before making any allotment.

## **R. IMPLEMENTATION OF PROJECT**

1. The lessee is required to submit building plan together with the detailed lay-out plan showing the phases for execution of the project for approval within 9 months from the date of possession and shall start land development, and internal development within 18 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The land development and internal developments have to be completed by the allottee within 5 years from the date of possession to the satisfaction of the YEA.
2. The Lessee/ sub-lessee shall commence the construction of the F.A.R. within 18 months from the date of possession and shall be required to complete the construction of area provided to the lessee/ sub-lessee as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the YEA in maximum 7 phases within a period of 10 years from the date of execution of lease deed. First Phase for the same shall be required to be completed within 3 years from DDOL. The lessee/ sub-lessee shall be required to complete the construction of minimum 15 per cent of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the YEA within a period of 3 years from the due date of execution of the lease deed.
3. All the peripheral/ external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the Lessor/ YEA. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.
4. Without prejudice to the YEA's right of cancellation, the extension of time for the completion of the Project, can be extended for a maximum period of another three years only with penalty as under:
  - For first year the penalty shall be 4% of the total premium.
  - For second year the penalty shall be 5% of the total premium.
  - For third year the penalty shall be 6% of the total premium.Extension for more than three years, normally will not be permitted.
5. In case the lessee/ sub-lessee does not construct building within the time provided including extension granted, if any, the allotment/ lease/ sub-lease deed as the case may be, shall be liable to be cancelled. Lessee/ sub-lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
6. There shall be liberty on the part of allottee/ lessee to decide the size of the built up space within the frame work of YEA Building Bye-laws.
7. The allottee/ lessee/ sub-lessee may implement the project in maximum seven phases and the occupancy certificate/ completion certificate shall be issued by the YEA phase wise accordingly, enabling them to do phase-wise marketing.

## **S. MORTGAGE**

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) 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. The Lessee / Sub-Lessee(s) should have valid time period for construction as per terms of the lease deed / sub-lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Lessee / Sub-Lessee(s) will submit the following documents:

- a. Sanction Letter of the scheduled Bank / Govt. organization / financial institution approved by the Government of India.
- b. An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).
- c. Clearance of upto date dues of the YEA.

YEA shall have the first charge on the plot towards payment of all dues of YEA.

Provided that in the event of foreclosure of the mortgaged / charged property, the YEA shall be entitled to claim and recover such percentage, as decided by the YEA, 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 YEA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The YEA's right to the recovery of the unearned increase and 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.

**T. TRANSFER OF PLOT / BUILT UP SPACE**

1. The lessee/sub-lessee shall have the right to sub-lease the developed plot(s) and built up space as per the layout and building plans approved by the YEA at its own price on the standard lease agreements approved by the YEA.
2. No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built up space within two years after the date of completion. However, for subsequent sales, the transfer charges as prevalent at the time of transfer, or as may be decided by the YEA, shall be payable.

**U. MISUSE, ADDITIONS, ALTERATIONS ETC.**

In case of violation of any of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with the structure(s) thereon, if any, shall be resumed by the YEA.

The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the Lessee/Sub-lessee(s) fails to correct such deviation(s) 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 Lessee/Sub-lessee who hereby agree to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

**V. LIABILITY TO PAY TAXES**

The Lessee/Sub-lessee shall be liable to pay all rates, taxes, charges 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.

**W. OVERRIDING POWER OVER THE DORMANT PROPERTIES**

The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, 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 flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee/Sub-lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the YEA on the amount of such compensation shall be final and binding on the lessee/Sub-lessee.

**X. MAINTENANCE**

1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
  - a) in a state of good condition to the satisfaction of the Lessor at all times.
  - b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.
3. The Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the YEA framed/ issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of YEA, the YEA shall have the right to impose such penalty as considered just and expedient.
5. The lessee/ sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, YEA will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee/ sub-lessee. The lessee/ sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules/ regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/ sub-lessee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the YEA in this regard shall be final.

#### **Y. CANCELLATION OF LEASE DEED**

In addition to the other specific clauses relating to cancellation, the YEA/ Lessor, as the case may be, will be free to exercise its right of cancellation of lease/ allotment in the case of:

1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the applicant/ allottee for breach/ violation of terms and conditions of registration/ allotment/ lease and/ or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the YEA with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the YEA and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in para Y1 above, the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the YEA and no claim whatsoever shall be entertained in this regard.

#### **Z. OTHER CLAUSES**

1. The allotment of land by YEA shall be on lease basis.
2. Multiple renting shall be admissible to the lessee and for the sub-lessee.
3. The YEA/ Lessor reserves the right to make such additions/ alternations or modifications in the terms and conditions of allotment/ lease deed/ sub lease deed from time to time, as may be considered just and expedient.
4. In case of any clarification or interpretation regarding these terms and conditions, the decision of the YEA shall be final and binding.
5. If due to any "Force Majeure" or such circumstances beyond the YEA's control, the YEA is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
6. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the YEA to ask the Lessee to remove the nuisance within a reasonable period failing which the YEA shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
7. Any dispute between the YEA and Lessee/Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
8. The Lease Deed/ allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.
9. The lessee/sub-lessee of the Lessee shall be liable to pay all taxes/charges leviable from time to time by YEA or any other authority duly empowered by them to levy the tax/ charges.
10. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/ sub-lessee will not be paid any compensation thereof.
11. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
12. All arrears due to the Lessor would be recoverable as arrears of land revenue.
13. The YEA in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.
14. In case the YEA is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee without any interest.
15. In case any metaled road is passing through the allotted plot, it shall be maintained as such till some suitable alternative arrangements/roads are made by the YEA.

For further clarification please contact:  
**Yamuna Expressway Industrial Development Authority**  
A-1, First Floor, Shopping Complex, Sector Beta-II, Greater Noida  
Distt. Gautam Budh Nagar, Uttar Pradesh, Phone: 0120-4291361

**APPLICATION FORM FOR TECHNICAL QUALIFICATION  
 (To be kept in sealed Envelope No. 1)**

Tender Form No. ....

Date: .....

To,

The Chief Executive Officer  
**Yamuna Expressway Industrial Development Authority**  
 A-1, First Floor, Shopping Complex,  
 Sector Beta-II, Greater Noida  
 Distt. Gautam Budh Nagar, Uttar Pradesh

Attested  
 Photo of applicant /  
 authorized signatory  
 by Nationalized bank

**Sub: Qualification details for the Residential Township of size ----- Acres in  
 Sector ----- in YEA [Scheme Code- YEA-RT-03/2011]**

Sir,

With reference to the above subject, I/(We) Mr./Mrs. ....

being the authorized signatory of M/s .....

Address .....

hereby state that I/(We) are submitting herewith the required pre-qualification details and documents for  
 development and marketing under the terms of the scheme for RESIDENTIAL TOWNSHIP Area .....

Acres in size, in Sector ----- of the YEA..

Registered Office address: .....

Phone No: ..... Fax No: .....

E-Mail: .....

Correspondence Address: .....

Phone No: ..... Fax No: .....

E-Mail: .....

I/We declare that I/we have gone through the terms, condition and guidelines as mentioned in the brochure and understood the same. I/we further unconditionally declare that the said terms, condition and guidelines are accepted and are binding on me/us.

**Enclosures:**

1. **Details of earnest money:**

DD/Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_

Issued by \_\_\_\_\_

2. **Details of processing fee:**

DD/Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_

Issued by \_\_\_\_\_

3. All other supporting documents as mentioned in the tender document.

Yours faithfully

Signature of the applicant

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**RESIDENTIAL TOWNSHIP (SCHEME CODE- YEA-RT-03/2011)  
 APPLICATION FORM FOR FINANCIAL-BID  
 (To be kept in sealed Envelope No. 2)**

Tender Form No. ....

Date: .....

To,  
 The Chief Executive Officer  
**Yamuna Expressway Industrial Development Authority**  
 A-1, First Floor, Shopping Complex,  
 Sector Beta-II, Greater Noida  
 Distt. Gautam Budh Nagar, Uttar Pradesh

**Sub: Price-bid document for the RESIDENTIAL TOWNSHIP of size .....**

**Acres in Sector ..... in YEA [Scheme Code-YEA-RT-03/2011]**

Sir,

With reference to the above subject, I/(We) Mr./ Mrs. ....

being the authorized signatory of M/s .....

Address .....

hereby state that I/We are submitting herewith the required price-bid document under the terms of the scheme for RESIDENTIAL TOWNSHIP Area ..... Acres in size, in Sector ..... YEA.

**RATE OFFERED PER SQUARE METRE (IN FIGURES ) Rs. ....**

**RATE OFFERED PER SQUARE METRE (IN WORDS )Rs. ....**

I/we declare that I/we have gone through the terms, condition and guidelines as mentioned in the brochure and understood the same. I/we further unconditionally declare that the said terms, condition and guidelines are accepted and are binding on me/us.

Yours faithfully

Signature of the applicant

Name: .....

Address: .....

Telephone No.: .....

Fax No.: .....



Annexure – I (a)

**RESIDENTIAL TOWNSHIP (SCHEME CODE- YEA-RT-03/2011)  
GENERAL INFORMATION OF THE TENDERER  
(To be kept in sealed Envelope No. 1)**

Tender Form No.                     

Date:                     

1. (a) Name of Proprietorship/ Firm/ Company/ Consortium:.....  
 (b) Date & Place of Incorporation.....  
 (c) Address of the Registered Office/ Corporate office and its Branch office(s), if any.  
 .....

2. Details of the person of the Proprietor/Firm/ Company/ Consortium who will serve as the point of contact/ communication for the YEA.

Name/Designation.....

Proprietorship/ Firm/ Company/ Consortium Address .....

Telephone Number.....

Fax Number.....

E-mail address.....

**In case of a consortium:**

The information on the above point 1 & 2 should be provided for all the "relevant members" of the consortium including the information regarding the role assigned to each of the "relevant member" regarding the execution of the project.

Sl. No.	Name of the "relevant member"	Percentage of Equity owned in the consortium	Role assigned
1			
2			
3			

Signature  
(Name of the Authorised Signatory)  
For and on behalf of  
(Name of the Tenderer)  
Designation

Place/Date:

**RESIDENTIAL TOWNSHIP (SCHEME CODE- YEA-RT-03/2011)**  
**"FINANCIAL ELIGIBILITY STATEMENT OF THE APPLICANT"**  
**(To be kept in sealed Envelope No. 1)**

Tender Form No. \_\_\_\_\_

Date: \_\_\_\_\_

Name of Applicant/ Consortium Lead Member &amp; relevant members: .....

(Rs. Crores)

Particulars	2007-08	2008-09	2009-10	TOTAL
	Total Turnover From Real estate activities only	Total Turnover From Real estate activities only	Total Turnover From Real estate activities only	
Turnover of the Applicant/ Consortium Lead Member & relevant members as per audited annual accounts				

Real estate development and construction activities includes land development/ housing/ colonizing jobs of bonafide allotted land/ commercial/ IT/ ITES Projects development (excluding merely trading in real estate).

Signature of the applicant

**Certificate of the Chartered Accountants/Statutory Auditors**

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**

**RESIDENTIAL TOWNSHIP (SCHEME CODE- YEA-RT-03/2011)**  
**“TECHNICAL ELIGIBILITY STATEMENT OF THE APPLICANT”**

Details of Construction activities (excluding merely trading in real estate) like land development/ housing/construction/colonizing jobs of bonafide allotted land/ commercial/ IT/ ITES projects development executed along with approximate cost and date of completion during the **last 5 years till the date of submission of tender** should be attached.

**(To be kept in sealed Envelope No. 1)**

Tender Form No. \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Tenderer/Lead Member of the Consortium: .....

Sl. No.	Description of the completed project	Floor area (sq.ft.)	Cost of Project (Rs., Cr.)	Month & Year of completion of the project	Promoted & executed by Self/Subsidiary Company/ Holding Company
1	2	3	4	5	6
1					
2					
3					
Total floor area completed from all completed projects					

**Notes:**

- 1) In case of a consortium, the above information shall be furnished in respect of the “lead member” and the “relevant members” only.
- 2) Attach compounding sanctioned plans/ completion certificates, separately for each of the residential/ commercial/ IT/ITES building completed, issued by the competent statutory authority adding to a minimum of 15.00 lac sqft in aggregate of construction by the Tenderer/ Consortium Lead Member, its Relevant Members and their subsidiaries and holding company.
- 3) The experience of the subsidiary company/ holding company shall be added only in those cases where the holding company has at least 51% equity share holding in the subsidiary company and the floor area added on this account to the experience of the tenderer would be only equivalent to that percentage of the floor area developed by the subsidiary company and/or the holding company as is the percentage of the equity share holding of the holding company.
- 4) In the absence of requisite details/ certificates, the information would be considered inadequate and may lead to the exclusion of the relevant commercial/ residential/ IT/ ITES building(s), while deciding the technical eligibility of the tenderer.

Stamp & Signature(s) of the  
 Statutory Auditors/  
 Chartered Accountant

Signaturers of the tenderer  
 (Name & Designation of the Authorized Signatory  
 for and on behalf of the tenderer)

Place/Date:

**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 residential township plot(s).

AND WHEREAS the Parties have had discussions for formation of a Joint Venture / Consortium for applying for the said 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.

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. \_\_\_\_\_  
\_\_\_\_\_

Signaturers of the tenderer  
(Name & Designation of the Authorized Signatory  
for and on behalf of the tenderer)