

# **SCHEME FOR ALLOTMENT OF GROUP HOUSING/BUILDERS RESIDENTIAL PLOTS**

**SCHEME CODE: YEA-GH-01/2010**

**SCHEME OPENS ON 11.11.2010**

**SCHEME CLOSES ON 09.12.2010**



APPLICATION FORM NO.:.....

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

# **SCHEME FOR ALLOTMENT OF GROUP HOUSING/BUILDERS RESIDENTIAL PLOTS**

**SCHEME CODE: YEA-GH-01/2010**

Scheme opens on 11.11.2010

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Scheme closes on 09.12.2010

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Tender submission on 09.12.2010  
from 10.00 A.M. to 12.00 noon.

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Opening of Technical Qualification Bids  
on 09.12.2010 at 3.00 PM



## SCHEME FOR ALLOTMENT OF GROUP HOUSING/BUILDERS RESIDENTIAL PLOTS

Yamuna Expressway Industrial Development Authority (YEA) invites sealed tenders in two-bid system in the prescribed Application Form for allotment of Builders Residential/Group Housing Plots in various sectors for a lease period of 90 years. Terms and conditions for allotment of these plots are described herein:

### A. DETAILS OF PLOTS

Plot No./ Sector	Area in Sq. Mtrs. (Approx.)	Reserve Price (Rs. Per Sqm.)	Registration/ Earnest Money (Rs. in crores)	Processing Fee (Non-Refundable and Non-Adjustable)	Remarks
GH-01 / Sector 22A	102834 (25 acre)	5150/-	05	05 lacs	Land acquired and in possession of YEA.
GH-02 / Sector 22A	107669 (26 acre)	5150/-	05	05 lacs	Land acquired and in possession of YEA.
GH-03 / Sector 22A	103675 (25 acre)	5150/-	05	05 lacs	Land acquired and in possession of YEA.
GH-04 / Sector 22A	86236 (21 acre)	5150/-	05	05 lacs	Land acquired and in possession of YEA.
GH-12 / Sector 22D	204190 (50 acre)	5150/-	05	05 lacs	Land acquired and in possession of YEA.
GH-13 / Sector 22D	148338 (36 acre)	5150/-	05	05 lacs	Land acquired and in possession of YEA.
GH-14 / Sector 22D	203032 (50 acre)	5150/-	05	05 lacs	Land acquired and in possession of YEA.

\* Areas are tentative and may be increased or decreased at the time of handing over the possession.

\*\* If any unresumed land falls within any plot on offer, efforts will be made to resume it or to shift it elsewhere.

### B. NORMS OF DEVELOPMENT

The tenderer is allowed to develop the plots/construct the flats subject to the following norms\*:-

Maximum permissible Ground Coverage	35 percent upto 40,000 sqmts. & 40 percent above 40,000 sqmts.
Maximum permissible FAR	3.0
Set backs	As per Building Bye-laws
Maximum Height	No limit. For buildings above 30 mtrs. in height, clearance from Airport Authority shall have to be taken.
Density	1650 PPHA

\* Subject to approval of State Government.

### C. 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.
- Incomplete tender form shall be summarily rejected.

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- e) Tenderer should have positive net-worth / surplus investable funds.
- f) In case of a company, Board resolution authorizing the Tenderer to sign on behalf of the company shall be attached with the Tender.
- g) 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 also be enclosed.
- h) In case of partnership firm the following should be enclosed:
- i. a certified copy of duly registered partnership deed
  - ii. certificate issued by Registrar of Firms'
- i) In case of company the copy of its Memorandum and Articles of Association should be enclosed
- j) 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 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) (Annexure-1(d) 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 Tender) 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.

**D. ESSENTIAL QUALIFICATIONS:**

**D-1 TECHNICAL ELIGIBILITY CRITERIA:**

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. The total compounding sanctioned plans/ completion certificates should be a minimum 7.50 lac sq.ft. in aggregate of construction by the Tenderer/consortium's lead member, its relevant members and their subsidiaries and holding companies, as per Annexure I (c).

## D-2 FINANCIAL ELIGIBILITY CRITERIA:

Parameters	For Plot Area upto 4 lac sq. mtrs
(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 Nationalised/Scheduled Bank	Rs. 5.00 crores
(iii) Minimum Total Turnover from real estate 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.100.00 crores
(iv) Registration money	Rs. 5.00 crores
(v) Processing Fee (Non adjustable/non refundable)	Rs. 5.00 Lac

## 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 registration 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 BUILDERS RESIDENTIAL/ GROUP HOUSING (SCHEME CODE YEA-GH-01/2010 PLOT NO.....SECTOR.....** and **FINANCIAL BID (ENVELOPE No.2) FOR BUILDERS RESIDENTIAL/GROUP HOUSING (SCHEME CODE YEA-GH-01/2010 PLOT NO.....SECTOR.....**, respectively.
5. Both these sealed envelopes should be put into one envelope which should be super scribed as application for **YEA-GH-01/2010 FOR BUILDERS RESIDENTIAL/GROUP HOUSING PLOT NO.....SECTOR.....** This envelope should also be sealed before putting into the tender box.
6. The demand draft for processing fee & registration 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 **09-12-2010 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 **3.00 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 Unqualified Technically 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**

1. The successful bidder shall be issued an allotment letter for the whole area.
2. 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.
3. The successful bidder shall be required to pay 10% of the total premium of the plot as reservation money after adjusting registration/ earnest money within 30 days from the date of issuance of Reservation Letter, otherwise the claim for allotment will be treated as deemed cancelled. No correspondence will be entertained in this regard. 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.

4. 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.
5. 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.
6. The balance 70% premium of the plot along with 12% interest will be paid in 16 half yearly installments alongwith interest.
7. 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.
8. Premium referred to in this document means total amount payable to the YEA for the allotted and/ or reserved land.
9. 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 previous working day.
10. In case of default, the allotment and/ or reserved offer will be considered as cancelled without any further notice and the amount equivalent to registration money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause 'H' of this document.
11. The payment made by the allottee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
12. The Lease Rent prevalent at the time of execution of lease deed shall be payable.
13. 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.

#### **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 120 days extension to deposit the reservation money/ allotment money, subject to the payment of interest @ 15% (12% normal interest +3% penal interest) 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 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 offering possession of the plot. The applicable rate of allotment of additional area shall be the accepted tender rate at the time of communication about the additional land. Payment of premium of the additional land will be made as per clause G. 13 of this document.

#### **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**

Registration 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 Registration 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.

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**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 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:

- (i) The lease rent will be payable @ 1% of premium of the plot for the first 10 years of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) 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.
- (iv) 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.
- (v) 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.
2. 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 group housing, commercial, and institutional subject to minimum plot size of 10000 Sq.mtrs. And adherence to the planning norms of YEA after prior approval from the YEA.
3. 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.
4. The Lessee shall have to execute sub lease deed in favour of Sub Lessee for the developed plot/flat in the form and format as prescribed by the YEA.
5. 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.

Such sub-lessee shall be treated as an independent entity for purposes of the land use, building byelaws and payments to the YEA. Sub-lessee shall obtain NOC from the Lessor and the lessee before allotting any built-up spaces to anybody.

Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. 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.

6. 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.
7. The Lessee/sub-lessee(s) shall have to fulfill the following conditions before the execution of the sub-lease(s) of the flats/plots in favour of the individual allottee(s) :
  - (i) Lessee/sub-lessee(s) shall submit the temporary occupancy (completion) certificate of the constructed flats on the allotted plots from the Building Cell/Planning Department of the YEA as mentioned in clause-R of this document.
  - (ii) Lessee/sub-lessee(s) shall submit "No Dues Certificate" to accordance with the payment schedule specified in the Lease Deed/sub-lease deed from the Account/Property Department of the YEA.
  - (iii) The physical possession of the dwelling units/flats/plots will be permitted to be given only after execution of sublease deed which shall be in proportion to the amount received against the total premium of the plot.

#### P. INDEMNITY

The Lessee 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. 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. The allottee is required to obtain completion for the first phase within 3 years from due date of lease deed. The lessee/ sub-lessee shall be required to complete the construction of minimum area according to bye-laws 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 5 years from the 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 at 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 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 due till date 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.

#### **T. TRANSFER OF PLOT**

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.
3. 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 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.

**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.

**For further clarification please contact:**

**Yamuna Expressway Industrial Development Authority**

A-1, First Floor, Shopping Complex, Sector Beta-II, Greater Noida, Phone 0120-4291361



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 registration 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:-----

-----

Mobile No.:-----

Fax No.:-----

**Scheme Code YEA-GH-01/2010**  
**APPLICATION FORM FOR FINANCIAL-BID**  
 (To be kept in sealed Envelope No. 2)

Tender Form No. 3 .....

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

To,  
 The Chief Executive Officer,  
**Yamuna Expressway Industrial Development Authority,**  
 A-1, First Floor, Commercial Complex, Beta-II,  
 GREATER NOIDA- 201308  
 Distt. Gautam Budh Nagar  
 Uttar Pradesh

**Sub: Price-bid document for the Plot No. \_\_\_\_\_ of size \_\_\_\_\_ Sq.Mtrs.**  
**in Sector \_\_\_\_\_ in Yamuna Expressway Industrial Development Area under**  
**Scheme Code YEA-GH-01/2010 Plot Area \_\_\_\_\_ Sq. mtrs**

Sir,

With reference to the above subject, I/(We) Mr./Mrs. \_\_\_\_\_  
 being the director/partner/proprietor of M/s \_\_\_\_\_,  
 Address \_\_\_\_\_,  
 hereby state that I/We are submitting herewith the required price-bid document under the terms of the  
 scheme for Plot no. \_\_\_\_\_, Area \_\_\_\_\_ square metres in size, in  
 Sector \_\_\_\_\_ of Yamuna Expressway Industrial Development Area.

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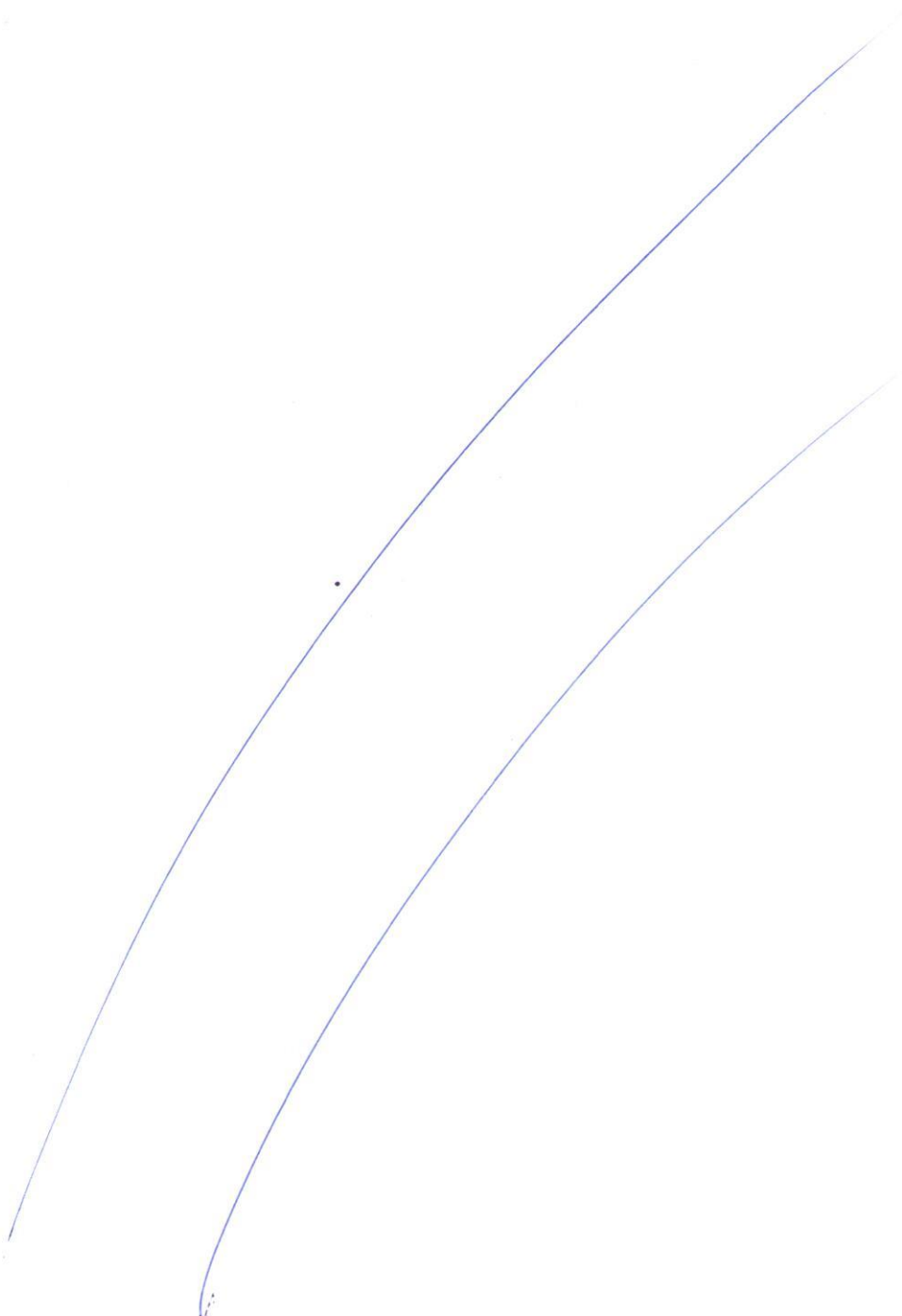
**RATE OFFERED PER SQUARE METRE (IN WORDS )Rs. ....**  
 .....

I/We declare that I/we have gone through the terms, condition and guidelines as mentioned in the  
 brochure/tender document 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: \_\_\_\_\_  
 \_\_\_\_\_  
 Mobile No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_



**SCHEME CODE: YEA-GH-01/ 2010  
GENERAL INFORMATION OF THE TENDERER  
(To be kept in sealed Envelope No. 1)**

Tender Form No. 101

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:





**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 Grouping Housing/Builders Residential 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)

SEC.-25

GH-14  
203032 SQ.M.  
50 ACRE (APPROX)

SEC.-22C

SEC.-22B

GH-13  
148338 SQ.M.  
36 ACRE (APPROX)

GH-12  
204190 SQ.M.  
50 ACRE (APPROX)

SEC.-19

COMMERCIAL  
93454 SQ.M.  
23 ACRE (APPROX)

FACILITY  
65579 SQ.M.  
16 ACRE (APPROX)

SEC.-24

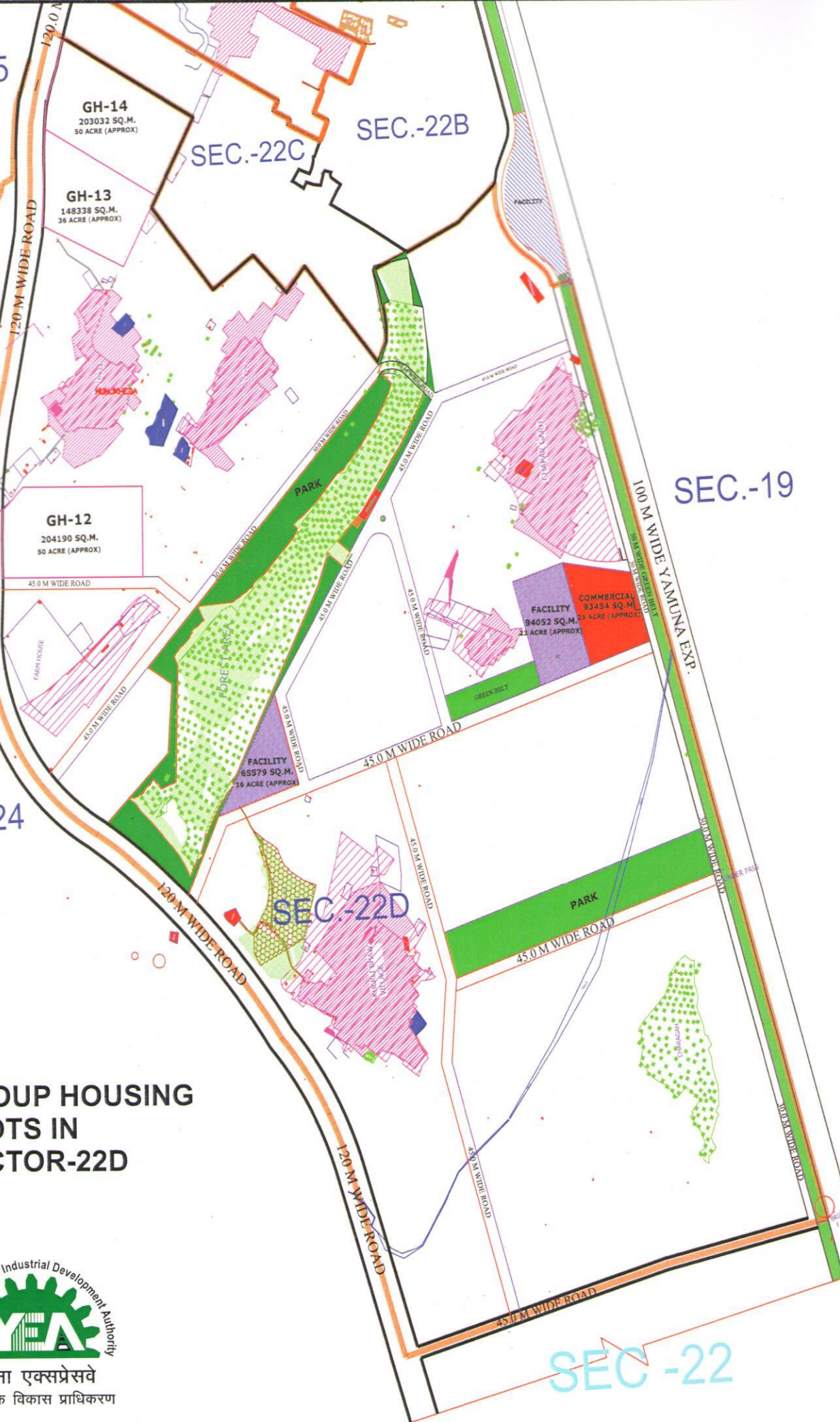
SEC.-22D

### GROUP HOUSING PLOTS IN SECTOR-22D

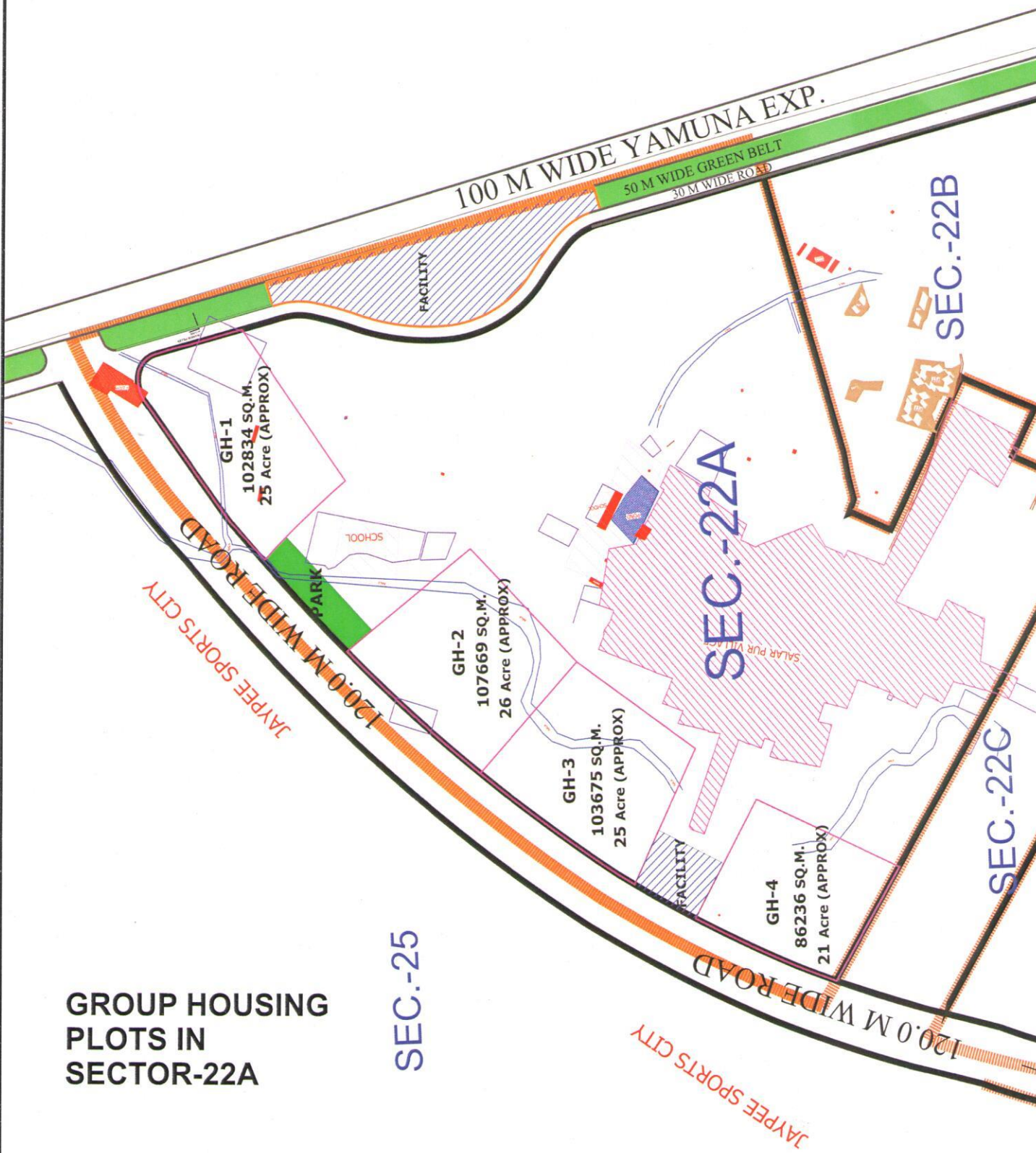


यमुना एक्सप्रेसवे  
औद्योगिक विकास प्राधिकरण

SEC.-22



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# GROUP HOUSING PLOTS IN SECTOR-22A





यमुना एक्सप्रेसवे  
औद्योगिक विकास प्राधिकरण

## **Yamuna Expressway Industrial Development Authority**

A-1, 1st Floor, Commercial Complex, Sector-Beta-II, Greater Noida, Distt. Gautam Budh Nagar  
Tel.: 0120-4291361, Fax: 0-120-4291360, Website: [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com)