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Inviting Builders for Group Housing Plots.



Application Form No.

Price Rs. 5500/-
(Including Tax)

SCHEME FOR ALLOTMENT OF GROUP HOUSING PLOTS

SCHEME CODE : YEA-GH-03/2014

SCHEME OPENS ON 05.06.2014
SCHEME CLOSSES ON 26.06.2014

Tender submission on 26.06.2014
From 11.00 A.M. to 01.00 P.M.

Opening of Technical Qualification Bids
On 26.06.2014 at 3.00 PM

SCHEME FOR ALLOTMENT OF GROUP HOUSING PLOTS

Yamuna Expressway Industrial Development Authority (YEIDA) invites sealed tenders in two-bid system in the prescribed Application Form for allotment of Group Housing/ Builder Residential Plots in Sector 22A and 22D for a lease period of 90 years. Terms and Conditions for allotment of these plots are described herein:

1. Details of Plots

SNo	Sector	Plot No	Area (in Sqm)	Reserve Price (Rs. In Per Sqm)	Registration /Earnest Money (Rs. In Crores)	Processing Fee (Non-Refundable & Non-Adjustable (Rs. in Lakhs)	Remarks
1.	22A	GH-02	92700	14000.00	3.00	2.50	
2.	22D	GH-01	174000	14000.00	5.00	2.50	
3.	22D	GH-02A	80000	14000.00	3.00	2.50	
4.	22D	GH-03A	100000	14000.00	3.00	2.50	
5.	22D	GH-03B	100000	14000.00	3.00	2.50	
6.	22D	GH-04	96900	14000.00	3.00	2.50	
7.	22D	GH-05	50000	14000.00	1.50	2.50	

- Areas are tentative and may be increased or decreased at the time of handing over the possession.
- The CEO or the Authorised Officer of the Authority may, without assigning any reason, add or withdraw any plot at any stage of the scheme

2. 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 40000 sqm & 40 percent above 40000 sqm
Maximum permissible FAR	3.0
Set backs	As per Building Bye-laws
Maximum Height	No limit. However, clearance from Airport Authority shall have to be taken for buildings above 30 mtrs. in height.
Density	1650 PPHA

3. Eligibility

- (i) A proprietorship, Registered partnership firm/Registered Limited liability Partnership /Private or Public Limited Company or a consortium of any of the above can apply.
- (ii) The applicant should be competent to contract.

4. Consortium of Applicants

In case the tenderers have formed a consortium:

- i. Each member of the consortium with equity stake of at least 15% will be considered as the relevant member.
- ii. Lead member shall mean the person who holds largest shareholding in the consortium, which should be at least 26%. The Lead Member shall only be authorised to correspond with the Authority.
- iii. Total number of members in consortium shall not be more than 5(Five).
- iv. The lead member and the relevant members should jointly qualify the technical and financial eligibility criteria. The qualifications of the holding company (ies) of the lead member and the relevant members or their subsidiary companies shall also be considered as the qualifications of the Tenderer.
- v. The members shall submit a Registered/Notarized Memorandum of Understanding (MOU) conveying their intent to jointly apply for the allotment of plot, and in case the plot is allotted to them, to form a Special Purpose Vehicle (SPV) to carry out all the responsibilities of the Allottee.
- vi. Lead member and Special Purpose Vehicle mandatorily shall either be a Partnership Firm registered with the Registrar of Firms or a company registered with the Ministry of Corporate Affairs
- vii. The MOU shall clearly define the roles and responsibilities of each member in the consortium, particularly with regard to arranging debt and equity fund for the project and its implementation. The MOU shall state that all members shall be jointly and severally responsible for the successful implementation of the project.
- viii. The consortium member can change the Lead member within the consortium with the consent of all relevant members but the Lead member should hold largest shareholding in the consortium, which should be at least 26% .
- ix. Special Purpose Vehicle (SPV) shall be formed, consisting of lead member and/or relevant member with their original/ revised shareholding.

5. Essential Qualifications:

5.1 Technical Eligibility Criteria

Details of projects related to real estate development and construction activities (excluding mere trading in real

estate) like land development/housing/colonizing jobs on legally and bonafidely acquired or allotted land, commercial, IT/ ITES projects executed, along with approximate cost and date of completion, during the last 5 years to be attached. Annexure 1(c)

Technical eligibility criteria for pre-qualification shall be either :-

(a) The total compounding certificates/ completion certificates of at least 15% of total FAR of the plot, for which the applicant applied for in aggregate of construction by the Tenderer/Consortium Lead Member, its Relevant Members and their subsidiaries and holding company (ies) during last 5 years,

OR

(b) Approved plans of existing project of an area not less than the area applied for during last 5 years.

5.2 FINANCIAL ELIGIBILITY CRITERIA

Parmeters	For Plot Area upto upto 1 Lakh Sqm	For Plot Area above upto 1 Lakh Sqm
Minimum Net Worth as on 31.03.2013 duly certified by the tenderer's statutory auditors / Chartered Accountant.	Rs. 20 Crores	Rs. 30 Crores
Minimum Solvency as per Certificate from a Nationalised /Scheduled Bank not more than 6 months old.	Rs 5 Crores	Rs 10 Crores
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 2010-11,2011-12 and 2012-13 as per Annexure -1(b) of the brochure	Rs. 100 Crores	Rs 200 Crores

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 5.1 and 5.2 above.

NET WORTH SHALL BE CALCULATED AS BELOW :-

I. In case of a Company

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

II. In case of Partnership firm/LLP :

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

III. In case of an individual.

Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/Chartered Accountant along with certified true copies of income tax/wealth tax returns with all its enclosures as submitted to Income Tax Authority, should be submitted.

IV. In case of a New Company :

Net Worth of promoters/Directors shall be submitted.

Note: Applicant should have positive net-worth/surplus investable funds.

6. How to Apply

- i. The intending bidder may apply for allotment of plot on prescribed Application Form. The Form shall be available on payment of Rs. 5500/- at Bank of Baroda, Commercial Complex, Sector-Gamma-02, Greater Noida and HDFC Bank, C-1, Alpha Plaza, Alpha Commercial Belt, Greater Noida.
- ii. The registration money and processing fee should be in the form of Bank Draft/Pay Order in favor of Yamuna Expressway Industrial Development Authority, payable at Noida/Greater Noida.
- iii. Two Separate envelopes should contain technical qualification bid (Envelope No.1) and Financial Bid (Envelope.2) respectively.
- iv. 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-03/2014, PLOT NO..... SECTOR..... and FINANCIAL BID (ENVELOPE NO.1) FOR BUILDERS RESIDENTIAL/GROUP HOUSING (SCHEME CODE YEA-GH-03/2014, PLOT NO..... SECTOR..... respectively.
- v. Both these sealed envelopes should be put into one envelope which should be super scribed as application for YEA-GH-03/2014 FOR BUILDER RESIDENTIAL / GROUP HOUSING PLOT NOSECTOR This envelope should also be sealed before putting into the tender box.
- vi. The demand draft for processing fee & registration money should be attached with technical qualification bid documents.
- vii. Attachments with Technical Qualification Bid The following documents are required to be submitted with the "Technical Qualification Bid" and should be placed in Envelope No. I after getting them duly certified by the Tenderer's Statutory Auditors/ Chartered Accountant:-
 - Certified true copy of Certificate of Incorporation
 - General information of the Tenderer.
 - Certified true copy of Memorandum & Articles of Association.
 - List of Directors certified by a Chartered Accountant.
 - List of Shareholders certified by the statutory auditors/ Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporate and the public.
 - Audited annual reports for the last three (3) years. In case of a Consortium, audited annual reports of lead member and each of the Relevant Members of the consortium for the last three years shall be

submitted.

- Board resolution authorizing the person for submitting the tender.
- Registered Partnership Deed in case of a Partnership firm.
- In case of Partnership Firm, copy of form A and form B issued by the Registrar of Firms.
- Net worth Statement certified by the statutory auditors/ Chartered Accountant of the Company/ Partnership firm.
- Certificate of Turnover of real estate activities for the last three years certified by the statutory auditors/ Chartered Accountant of the Company/ Firm in prescribed format. Annexure - 1(b)
- Solvency Certificate from a nationalized/ scheduled Bank not more than 6 months old.
- Details of work experience along with copies of the compounding certificates/completion certificates or approved plan, issued by the statutory Authority. Annexure - 1(c)
- List of projects in hand at the time of application and the status of their implementation, cost incurred and expected time of completion of each project separately.
- Affidavit of the applicant certifying that all the statements made in application /annexures are true and correct and the copies of the documents annexed are true copies of their respective originals.
- In case of Consortium, its MOU duly attested by notary.
- Affidavit of the applicant certifying that he is applying for the first time otherwise the applicant shall give details of his earlier applications and the decision of Authority thereon.
- Apart from the above list(not exhaustive) relevant documents mentioned in other part of this document also needs to be submitted.

7. Withdraw of Tender by the Tenderer

The Tenderer cannot withdraw the Offer/Tender once made.

8. Acceptance of Tender

- i. Technical qualification bids for the tenders will be received on 26/06/2014 from 11.00 A.M to 1.00 P.M in the office of Yamuna Expressway Industrial Development Authority, Commercial Complex, First Floor, Sector-Omega-I, Greater Noida, District – Gautam Budh Nagar and will be opened in the presence of the bidders at 3.00 PM, on the same day in YEIDA office. The presence of all the tenderers is solicited.
- ii. All the “Technical Qualification Bids” shall be examined by the Screening Committee. After examining the technical bids, the Screening Committee will submit their recommendation to the Allotment Committee and the decision of the Allotment Committee regarding technical eligibility shall be final and binding on all the bidders.
- iii. No correspondence shall be entertained to challenge the decision of the allotment Committee for the reasons/grounds for disqualifying technical bid.
- iv. The Financial bids of only technically qualified bidders shall be opened subsequently.
- v. Incomplete tender form shall be summarily rejected.
- vi. 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.

- vii. However, the list of technically qualified bidders along with the schedule of opening of financial bids shall also be displayed on the notice.
- viii. In case more than one bid of same highest amount is received against a plot, an auction will be conducted amongst these highest amount bidders, so as to enhance the highest financial bid selected.
- ix. The CEO or the Authorised Officer of the Authority may accept or reject any offer, including the highest bid, and decision in this regard shall be final and binding on the Tenderers.
- x. The registration money of unsuccessful applicants shall be returned to them within 60 days without interest.

9. Mode of Payment and Payment Plan

- i. All payment should be made through a demand draft/pay order drawn in favor of "Yamuna Expressway Industrial Development Authority" and payable at any scheduled bank located in 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. The Successful bidder shall be issued an reservation letter for the plot applied by it.
- iii. 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 deemed as 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 YEIDA, the formal allotment letter will be issued.
- iv. The allottee on issue of formal allotment letter shall be required to pay 20% of the total premium of the plot allotted as allotment money within 90 days from the date of issuance of such allotment letter.
- v. The Balance 70% premium of the plot will be paid in 12 half yearly installments along with interest @12% p.a.
- vi. All payments should be remitted by the due date. In case the due date is a bank holiday then the allottee should ensure remittance on the next working day.
- vii. 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 lease rent payable and premium due.
- viii. Pre payment of premium outstanding is allowed subject to the approval of CEO or Authorised Officer of the Authority. In case the Allottee opts to pay the balance of the premium in a lump sum, interest on the balance premium up to the date of deposit shall be chargeable.

10. Extension of Time

- i. Normally, no extension for depositing the reservation money and allotment money is allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned, the CEO or Authorised Officer of the Authority may grant a maximum of 60 days extension to deposit the reservation/allotment money, subject to the payment of interest @15% (12% normal interest + 3% penal interest) per annum for the period of default. Thereafter, no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the registration /earnest money.

- ii. Similar in exceptional circumstances, the time for deposit of amount due for installments may be extended upto 60 days by the Chief Executive Officer or the Authorised Officer of the Authority. 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.
- iii. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

11. Difference in the area of Land allotted

- i. The area of the plot allotted or handed over may vary from the size of the plot in allotment letter/ applied for. If area of the plot in the allotment letter issued and actual area handed over to the Allottee / Lessee is found to be more or less than the area intimated, a proportionate change in the amount of the premium would be made. The Allottee has to accept the allotment, if the variation in the size of plot is up to 10% of the area applied for. No dispute/ objection by the Lessee would be entertained on the ground of variation in the size of plot. Allottee/ Lessee would also have no right to change of plot or refund of money deposited by him on this account. If the variation between the plot area applied and the area allotted is more than 10% and Allottee is unwilling to accept the enhanced or reduced area, the Allottee would have the right to decline the allotment and the deposits made with the Authority would be refunded without interest, provided that the Allottee opts/applies for refund within 30 days from the date of issue of allotment letter or within 30 days from the date of giving possession of the plot, as the case may be.
- ii. With regard to the variation in the area of plot allotted up to 5%, the applicant shall deposit the amount equivalent to the extended percentage of the total premium, in lump sum at the current prevailing rate of allotment i.e. higher of reserve price or bid price. Further, if the variation is in excess of 5%, then applicant shall deposit the amount equivalent to the extended percentage of the total premium at the current prevailing rate of allotment i.e. higher of reserve price or bid price. In that case payment plan will be re-scheduled accordingly.
- iii. In case of any increase in the compensation /ex- gratia to farmers by order of any court/Govt/ Authority or otherwise the Allottee will pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

12. 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.

13. 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 @15% per annum compounded half year 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 CEO or authorised officer 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 adjusted in One Time Lease Rent.
- vi. The lease rent policy as amended by the CEO from time to time shall be binding on the allottee/lessee.

14. Execution of Lease Deed & Possession

- i. The Allottee is required to execute the Lease Deed and take the physical possession within 60 days from the date of issue of the checklist.
- ii. "Due date for execution of Lease Deed" shall be taken from 60 days from the date of issue of check list for execution of Lease Deed.
- iii. In case of failure to execute the Lease Deed & taking over of possession within the above-stipulated time period, the allotment may be cancelled and amount deposited with the Authority would be forfeited as per the rules prevailing at the time of cancellation.
- iv. In exceptional circumstances, the CEO or Authorised Officer of the Authority may grant extension of time for execution of Lease Deed & taking over of possession. The extension, if granted, will be subject to the payment of penalty as per rules prevailing at the time of grant of extension.
- v. Possession of allotted plot will be handed over to the Lessee after execution and registration of Lease Deed.
- vi. Execution and registration of Lease Deed can be done only after a minimum payment of 30% of total premium of the plot and one year lease rent are paid, in advance.
- vii. The stamp duty, registration charges and all legal expenses involved in the execution and registration of Lease Deed as stated above and all other incidental expenses shall be borne by the Allottee.
- viii. In case of consortium:
 - Lease deed shall be executed in name of Special Purpose Vehicle (SPV). However, more than one lease deed can be executed by sub dividing the plot in accordance with the Building Bye Laws of the Authority in favour of lead member and /or relevant member(s) and/ or Special Purpose Vehicle (SPV) in proportion of their shareholding in the consortium, provided that the area of each such plots proposed for execution of lease deed should not be less than 5 (Five) Acres and the relevant member(s) or lead member fulfill the technical and financial eligibility criteria in respect of the area of sub divided plot of its share.
 - Sub division of allotted plot as described above must be before execution of lease deed.
 - The responsibility of providing for the facilities according to the size of the allotted plot as per the building bye laws shall be undertaken by the lead member and/ or relevant and/ or SPV before execution of lease deed and shall be binding thereafter.

- ix. The Lessee will be authorised to develop and market the built up space only after the lawful possession of the plot is taken over by the lessee and layout and building plan has been approved by the Lessor. However, for the purpose of payment of lease rent and other statutory or scheme compliance, possession shall be deemed from the due date of execution of Lease Deed.

15. Execution of Sub Lease Deed

15.1 Sub Lease of built up space /Foot print

- i. The Lessee/Sub Lessee(s) shall have the right to sub-lease the built up space or Foot print as per the layout and building plans approved by the Authority at its own price on the standard sub lease agreements approved by the Authority.
- ii. In case of sub lease of foot print, the proposed built up area to be subleased shall not be less than 50,000/- sq. Meter as per the layout and building plans approved by the Authority.
- iii. No transfer charges shall be applicable in case of first sub-lease of the built up space as described above, within two years after the date of completion. However, for subsequent sales or first sale after two year from the date of completion, and in case of sub lease of foot print, the transfer charges at the rate of 5% of the current allotment premium of the plot or as may be decided by the CEO or the Authorised Officer of the Authority, shall be payable.
- iv. In addition to the transfer charges, the Lessee/Sub Lessee shall also pay an amount of Rs.10,000/- or any other amount as decided by the CEO or Authorised Officer of the Authority, towards the processing fees
- v. The Lessee shall have to execute sub Lease Deed in favour of Sub Lessee for the built up space/ Foot print in the form and format as may be prescribed by the Authority.
- vi. The rules/regulation of U.P Apartments Act, 2013 shall be applicable on the Sub Lessee in case of sub lease of built up space.
- vii. The Lessee/Sub-Lessee(s) shall have to fulfil the following conditions before the execution of the sub-lease(s) of the built up space:
 - Lessee/Sub Lessee(s) shall submit phase wise completion/occupancy certificate for built up area on allotted plots from the Building Cell/Planning Department of the Authority.
 - Lessee/Sub Lessee(s) shall submit "No Dues Certificate" in accordance with the payment schedule specified in the Lease Deed/sub-Lease Deed from the Account/Property Department of the Authority.
 - The physical possession of the built up space will be permitted to be given only after execution of sub Lease Deed which shall be in proportion to the amount received against the total premium of the plot.

16. Indemnity

The Lessee/Sub-Lessee(s) shall execute an indemnity bond, indemnifying the Authority against all disputes arising out of:

- Non-completion of Project.
- Quality of Construction
- Any legal dispute arising out of allotment /lease/Sub-lease(s).

The Lessee/Sub-Lessee (s) shall be wholly and solely responsible for implementation of the Project and also for ensuring quality, development and subsequent maintenance of building and services till the

time an alternate agency for such work / responsibility is put in place legally by the Lessee/ Sub Lessee. Thereafter, the agency appointed by the Lessee/Sub-Lessee (s) will be responsible to the Authority for maintenance & service of the constructed flats / building.

17. Documentation

The Allottee shall deposit due stamp duty for lease deed of the acquired and allotted land in the Treasury of District Gautam Budh Nagar and should produce a certificate to that effect in the YEIDA within 90 days from the date of issue 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.

18. Implementation of Project

- i. The Allottee is required to submit building plan together with the detailed layout plan, showing the phases for execution of the project for approval within 6 months from the due date of execution of lease deed and shall start construction within 12 months from the date of due date of execution of Lease Deed.
- ii. Internal development of the plot shall be the full responsibility of the Lessee and it shall be carried out as per the layout plan approved by the Authority.
- iii. The Lessee/Sub Lessee(s) shall be required to complete the construction of group housing project on allotted plot as per approved layout plan and get the completion/ occupancy certificate issued from Building Cell/Planning Department of the Authority in maximum 7 phases, within a period of 10 years from the due date of execution of the Lease Deed(s).
- iv. The Lessee/Sub Lessee(s) shall be required to complete the construction as per building bye-laws of the Authority and approved layout plan and get temporary occupancy/completion certificate of the first phase accordingly issued from the building cell of the Authority within a period of 3 years from the due date of execution of Lease Deed.
- v. The Lessee shall make provisions for development of community facilities such as school, dispensary, milk-booth, community centre, electric sub-station, water storage tank, bus/taxi stand etc. as per the Building Bye-Laws of the Authority prevailing at the time of allotment of Plot.
- vi. The total permissible FAR for convenient shopping on a Group Housing Plot shall be allowed as per the prevailing rules and regulations and Building Bye-Laws, at the time of allotment.

However, CEO or Authorized Officer of the Authority shall have the power to increase or decrease all /any of the periods for the implementation of project.

- vii. The Lessee shall complete minimum applicable FAR according to the building by-laws of the Authority and obtain completion/ occupancy certificate (phase wise) from the Authority within stipulated time in phased manner as mentioned above.
 - Normally no extension for completion would be granted. However, extension up to 36 months may be granted by the CEO or the Authorised Officer of the Authority on payment of extension charges @ 1%, 1.5%, and 2% per annum of the total premium of the plot for 1st year, 2nd year and 3rd year respectively on pro rata basis or any other rate, as may be decided by the CEO or the Authorised Officer of the Authority, from time to time.

- However, in exceptional circumstances, extension for a further period of 12 months may be granted by the CEO or the Authorised Officer of the Authority on payment of extension charges @ 3% per annum of the total premium of the plot on pro rata basis or any other rate, as may be decided by the CEO or the Authorised Officer of the Authority, from time to time.
 - In case, applicant fails to complete the building and commence the activity for which the plot has been allotted, within the time period, or extended time period for the purpose, the allotment/ lease can be cancelled/ determined. On such cancellation/determination, 20% of the premium or any other rate, as may be decided by the CEO or the Authorised Officer of the Authority from time to time, will be forfeited and the Lessor shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.
- viii. Without prejudice to the Authority's right of cancellation, the time for completion of the total Project can be extended for a maximum period of another three years subject to levy of penalty as under:
- For first year the penalty shall be 4% of the total premium of the plot or as may be decided by the CEO or the Authorised Officer of the Authority.
 - For second year the penalty shall be 6% of the total premium of the plot or as may be decided by the CEO or the Authorised Officer of the Authority.
 - For third year the penalty shall be 8% of the total premium of the plot or as may be decided by the CEO or the Authorised Officer of the Authority
- ix. In case the Lessee/Sub Lessee(s) fail to construct building within the time schedule provided herein above including the extension granted, if any, for the above, the Lease Deed/sub-Lease Deed, as the case may be, shall be liable to be cancelled. Lessee/Sub Lessee(s) shall lose all rights to the allotted plot and buildings appurtenant thereto. On such cancellation/determination, 20% of the premium or any other rate, as may be decided by the CEO or the Authorised Officer of the Authority from time to time, will be forfeited and the Lessor shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.
- x. The Lessee/Sub Lessee(s) may implement the project in maximum of seven phases and the occupancy certificate/completion certificate shall be issued by the Authority phase wise accordingly, enabling them to do phase-wise marketing.
- xi. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. will be provided by the Lessor. 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/ Sub Lessee(s).

19. Mortgage

The mortgage permission shall be granted in favor of a scheduled Bank/Govt. organization/financial

institution approved by the Reserve Bank of India for the purpose of raising resources, for construction and/or implementation of project on the allotted plot Provided the allotment/lease of the plot is neither cancelled nor any show cause notice has been issued to the Allottee/Lessee and 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 as the case may be and has cleared up to date dues of the plot premium and lease rent.

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

- Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India.
- Clearance of up to date dues of the Authority.

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

Besides that in the event of sale or foreclosure of the mortgaged/charged property, the Authority shall be entitled to claim and may recover not more than 50% or as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said plot as first charge, having priority over the said mortgage charge. The decision of the Authority in respect of the market value of the said plot shall be final and binding on all the parties concerned.

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

Application can be submitted at the department along with the following documents:-

- i. No dues certificate issued by the Authority Accounts Officer.

OR

An undertaking by bank/institution for payment of the total due amount directly to the Authority.

- ii. A letter from bank/institution that the grant of loan is under consideration
- iii. An affidavit about the unauthorized construction/ use.
- iv. Processing fee as decided by the CEO or Authorized Officer of the Authority from time to time.
- v. A copy of the resolution passed by Board, in case of Company/Trust/Society etc.
- vi. In case of Allottee being a Partnership Firm, all partners shall be required to sign the application for Mortgage; alternatively the signatory partner has to produce an Authority Letter/Power of Attorney to move such an application.
- vii. Any other documents as required by the CEO or Authorized Officer of the Authority from time to time.

20. Surrender

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

- (i) The date of surrender in above case shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal certification will be entertained.
- (ii) The Allottee/Lessee has to execute surrender deed. If Lease Deed/transfer deed has been executed then

all the original legal documents are to be surrendered unconditionally to the Authority.

- (iii) The entire deposits made to the Authority, after deducting 10% of the premium of the plot would be refunded by the Authority, without any interest, in case of non possession of the premises and/ or non execution of legal documents. However, in cases, where legal documents have been executed and/ or possession of the premises has been taken over, then all the deposits made under revenue heads would also be forfeited along with the due lease rent till the date of dispossession of the premises.

21. Misuse, Additions, Alterations Etc.

- i. The Allottee / Lessee shall not, use the plot for any purpose other than that for which it has been allotted / leased. The Lessee / Allottee shall not be entitled to divide the plot or amalgamate it with any other plot without the prior written permission of Chief Executive Officer or the Authorised Officer of the Authority. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority.
- ii. The Lessee/Sub Lessee will not make, any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- iii. If the Lessee/Sub-Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by the Authority in this regard.

22. Liability to Pay Taxes

The Allottee / Lessee//Sub-Lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

23. Overriding Power over the Dormant Properties

The Lessor reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) or for the structure time being standing thereon, provided that, the Lessor shall make reasonable compensation to the Allottee /Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO or the Authorised Officer of the Authority on the amount of such compensation will be final and binding on the applicant.

24. Maintenance

- i. The Allottee/Lessee/Sub-Lessee at his own expense will take permission for sewerage, electricity and

water connections from the concerned departments of the Authority or from the concerned Authority in this regard.

- ii. The Lessee/Sub-Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - at all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor.
 - and to make available required facilities as well as to keep surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
- iii. If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses in carrying out such work shall be borne by the Allottee/Lessee/Sub-Lessee.
 - That the Allottee/Lessee/Sub-Lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
 - The Allottee/ Lessee/Sub-Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the Lessor.
 - In case of non compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO or the Authorised Officer of the Authority may consider just and/or expedient.

25. Cancellation of Lease Deed

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

- i. Allotment being obtained through misrepresentations/ suppression of material facts.
- ii. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
- iii. *Default on the part of the applicant Allottee/Lessee/Sub-Lessee for breach/violation of terms and conditions of registration /allotment/lease and / or non deposit of reservation money/allotment money/acceptance money/ installment money.*

In the event of cancellation, under sub-clause (i) above, the entire deposits till the date of cancellation shall be forfeited and possession of the Plots/Flats will be resumed by the Authority / Lessor with structure thereon, if any, and the Allottee / Lessee will have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (ii & iii) above, 20% or any other rate, as may be decided by the CEO or Authorised Officer of the Authority, from time to time of the total premium or the amount deposited up to the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

26. Other Clauses

water connections from the concerned departments of the Authority or from the competent Authority in this regard.

- ii. The Lessee/Sub-Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - at all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor.
 - and to make available required facilities as well as to keep surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
- iii. If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses in carrying out such work shall be borne by the Allottee/Lessee/Sub-Lessee.
 - That the Allottee/Lessee/Sub-Lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
 - The Allottee/ Lessee/Sub-Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the Lessor.
 - In case of non compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO or the Authorised Officer of the Authority may consider just and/or expedient.

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In the event of cancellation, under sub-clause (ii & iii) above, 20% or any other rate, as may be decided by the CEO or Authorised Officer of the Authority, from time to time of the total premium or the amount deposited up to the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

26. Other Clauses

- i. If due to unavoidable circumstances, the Authority could not allot the plot, the registration money deposited by applicant would be refunded. However, no interest on the deposits will be paid to the applicant.
- ii. If due to unavoidable circumstances the possession of plot is not handed over to the Allottee/Lessee, the full amount deposited by the Allottee/Lessee would be refunded along with the simple interest @ 4% per Annum.
- iii. If due to any "Force majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or give possession of the allotted plot, entire registration money or the deposit, depending on the stage of allotment will be refunded without any interest.
- iv. In case of increase in the compensation/ex-gratia to farmers by the order of any Court/Govt./Authority or otherwise, the increased amount will be recovered from the Allottee/Lessee of the Land/Plot/Built-up space.
- v. In case of any dispute in the interpretation of any word or terms and conditions of the allotment / lease, the decision of the Authority shall be final and binding on the Allottee / Lessee and his / her / their successor.
- vi. The Authority will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- vii. That the Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, Regulations or directions issued from time to time.
- viii. Any dispute between the Lessor and Lessee / Sub Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court of Judicature at Allahabad.
- ix. The allotment will be accepted by the Allottee on "As is where is Basis".
- x. Provisions related to the fire safety shall be observed by the Allottee/Lessee. Necessary approvals shall be obtained from the Competent Authority by the Allottee/Lessee
- xi. The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself as per building byelaws.
- xii. In case a link road comes anywhere in the plot area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by the Authority.
- xiii. All arrears due to the Lessor are recoverable as arrears of land revenue.
- xiv. The Lessee/ Sub Lessee s) shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
- xv. The Authority in larger public interest shall have power to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lessee an opportunity of being heard, however, the decision of the CEO of the Authority shall be final and binding on the Allottee/Lessee.

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

Subject: Qualification details for the plot noof size.....sqm in Sector.....in
 Yamuna Expressway Industrial Development Area under Scheme Code YEA-GH-
 03/2014. Plot Areaacres.

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 pre-qualification details and documents
 for development and marketing under the terms of the scheme for Plot
 No.....Area.....Acres in size, in sector..... of Yamuna Expressway Industrial
 Development Area.

Registered Office address

Phone/Mobile No.....

E-mail

Correspondence Address

.....

Phone/Mobile No.....

Email.....

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 documents.

Yours faithfully

Signature of the applicant

Name.....

Address

.....

Mobile No.....

Fax No.....

Scheme Code YEA-GH-03/2014
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
 First Floor, Commercial Complex, Block : P-2
 Sector-Omega -I, Greater Noida
 District – Gautam Budh Nagar (U.P)

Subject: Price-bid document for the plot noof size.....sqm in Sector.....in
 Yamuna Expressway Industrial Development Area under Scheme Code YEA-GH-03/2014.
 Plot Areaacres.

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 documents under the terms of the scheme for Plot No..... Area.....sqm in size, in sector..... of Yamuna Expressway Industrial Development Area.

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

Mobile No.....

Fax No.....

Scheme Code YEA-GH-03/2014
GENERAL INFORMATION OF THE TENDERER
 (To be kept in sealed Envelope No.1)

Date/...../.....

1. (a) Name of Proprietorship Firm/Company/Consortium.....

(b) Date & Place of Incorporation

(c) Address of the Registered Office/Corporate office and the 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/Mobile No.....

Fax Number

Email

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 execution of the project.

S.No	Name of the "Relevant Member"	Percentage of Equity owned in the consortium
1		
2		
3		
4		
5		

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

Place/Date

Annexure – 1(b)

Scheme Code YEA-GH-03/2014

“FINANCIAL CAPABILITY STATEMENT OF THE APPLICANT”

(To be kept in sealed Envelope No.1)

Date/...../.....

Name of Applicant/Consortium Lead Member & relevant member.....

Particular	2010-11	2011-12	2012-13	Total
	Total Turnover from real estate activity only	Total turnover from Real estate activities only	Total turnover from Real estate activities only	Total Total
Turnover of the Applicant/ Consortium Lead Member & relevant member as per audited annual accounts				

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

Applicants Signature

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

Scheme Code YEA-GH-03/2014

DURING LAST 5 YEARS TILL THE DATE OF SUBMISSION OF TENDER

(To be kept in sealed Envelope No.1)

Tender Form No.

Date/.../.....

Name of Tenderer/Lead Member of the Consortium

.....

.....

SNo.	Description of the completed project/ Project allotted by the Authority	Floor area (Sq.ft)	Cost of Project (Rs.Crore)	Month & Year of completion of the project	Promoted & executed by sepf/subsidiary company/ holding company
1	2	3	4	5	6

Note :

1. In case of consortium the above information shall be furnished in respect of the "Lead Member" and the "relevant members" only.
2. Attach compounding certificate /completion certificate, separately for each of the residential/commercial/IT/ITES building completed issued by the competent statutory authority adding to a minimum of 15% of total FAR in aggregate of construction by the Tenderer/Consortium Lead Member., Its Relevant Member and their subsidiaries and holding company.

OR

Approval plans of existing project of an area not less than the area applied for during last 5 years.

3. 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

Signature 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 of201.....

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 Group 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 ad 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 26% 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 term 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.

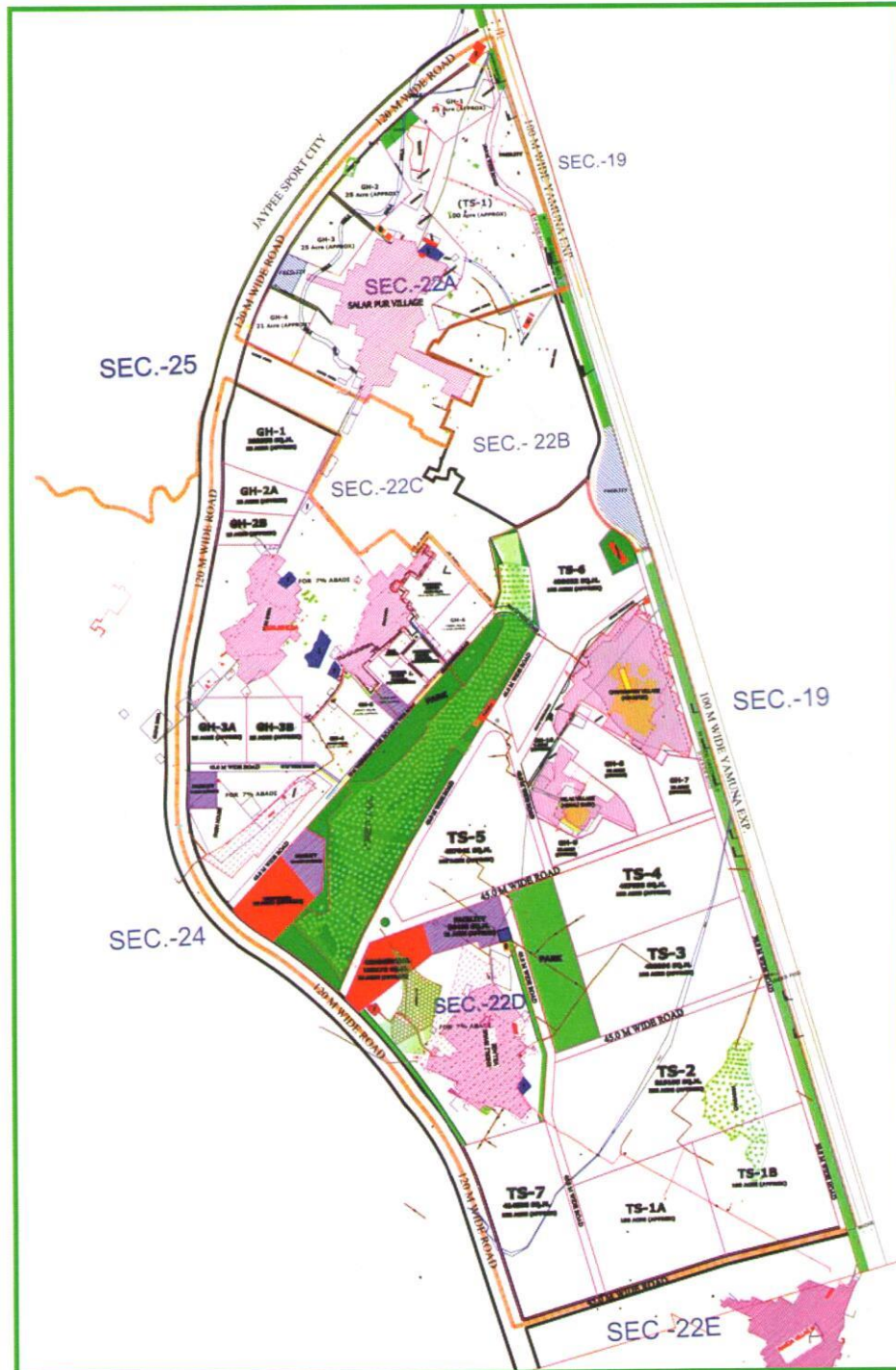
1.
.....

2.
.....

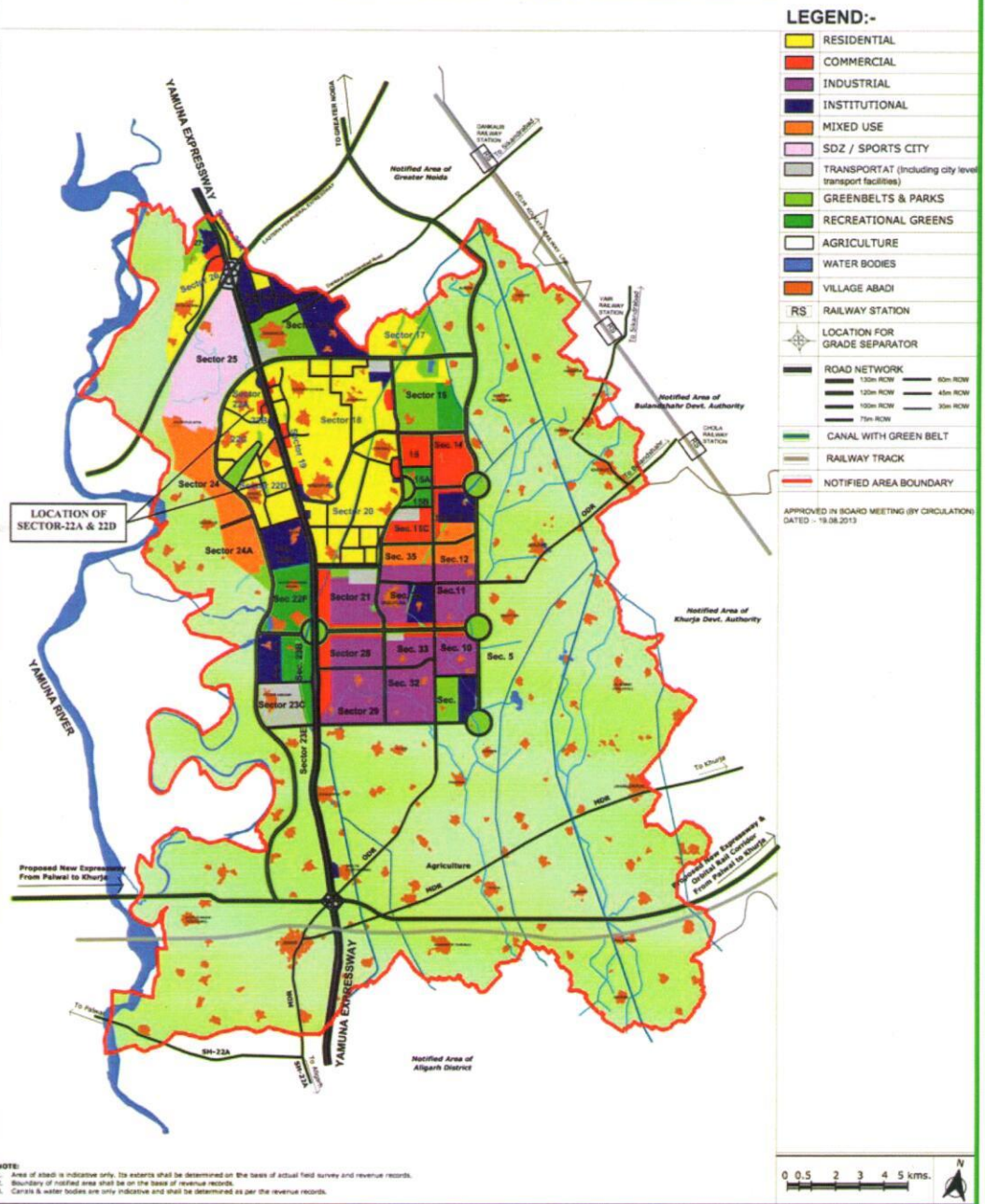
2.
.....

Signature of the tenderer

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



MASTER PLAN FOR YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AREA (PHASE - I) - 2021
(For Notified Area of GautamBudh Nagar & Bulandshahr District)

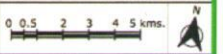


LEGEND:-

[Yellow Box]	RESIDENTIAL
[Orange Box]	COMMERCIAL
[Red Box]	INDUSTRIAL
[Purple Box]	INSTITUTIONAL
[Pink Box]	MIXED USE
[Light Blue Box]	SDZ / SPORTS CITY
[Grey Box]	TRANSPORTAT (Including city level transport facilities)
[Light Green Box]	GREENBELTS & PARKS
[Dark Green Box]	RECREATIONAL GREENS
[White Box]	AGRICULTURE
[Blue Box]	WATER BODIES
[Orange Box]	VILLAGE ABADI
[RS]	RAILWAY STATION
[Diamond]	LOCATION FOR GRADE SEPARATOR
[Black Line]	ROAD NETWORK
[Green Line]	CANAL WITH GREEN BELT
[Brown Line]	RAILWAY TRACK
[Red Line]	NOTIFIED AREA BOUNDARY

NOTE:
1. Area of stand is indicative only. Its extent shall be determined on the basis of actual field survey and revenue records.
2. Boundaries of notified area shall be on the basis of revenue records.
3. Canals & water bodies are only indicative and shall be determined as per the revenue records.

APPROVED IN BOARD MEETING (BY CIRCULATION) DATED - 19.08.2013



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

TITLE : Master Plan



Yamuna Expressway Industrial Development Authority
First Floor, Commercial Complex, P-2, Sector-Omega-1, Greater Noida 201308
Distt. Gautam Budh Nagar (U.P), Phone: 0120-2395151, Fax: 0120-2395150