



**Write Your Success Story
Where Success Calls**



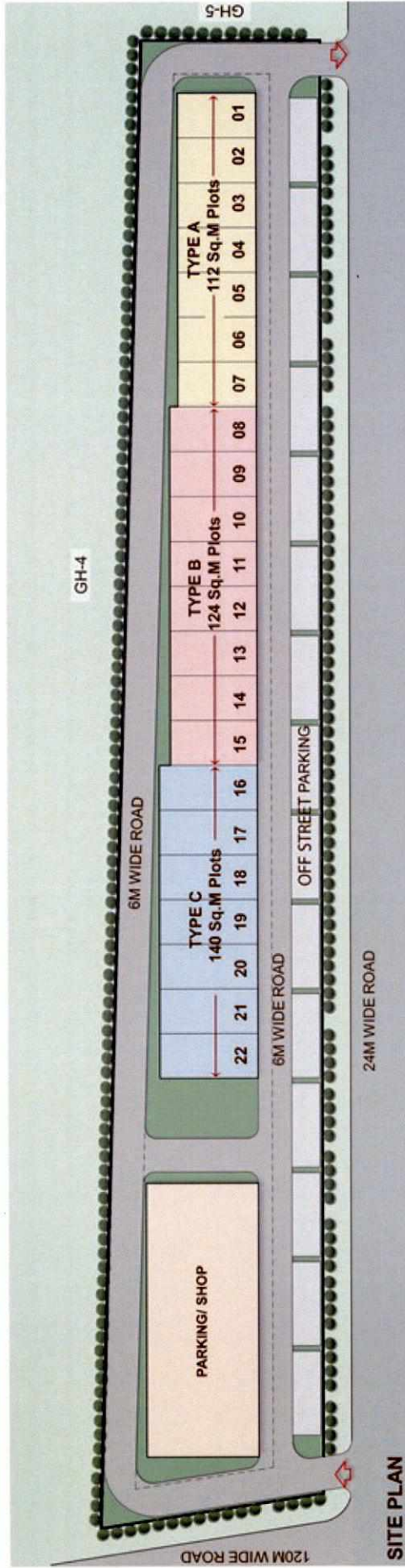
FOOTPRINTS FOR COMMERCIAL USE



Yamuna Expressway Industrial Development Authority

You may see the details of the scheme on our website: www.yamunaexpresswayauthority.com

SITE PLAN



Size of Footprint	Area in Sq.M.		
	Type A (112 sq.m.)	Type B (124 sq.m.)	Type C (140 sq.m.)
Basement	112	124	140
Ground Floor	112	124	140
First Floor	112	124	140
Second Floor	112	124	140
Third Floor	112	124	140
Fourth Floor	112	124	140
Fifth Floor	112	124	140
Total Built-Up area	Basement + 672	Basement + 744	Basement + 840

SALIENT FEATURES:

1. Independent structural systems for Individual Spaces (Footprint).
2. Complete flexibility in Internal planning.
3. The façade design is modular.

ARCHITECTURAL CONTROL:

1. Elevations shall be controlled and each space owner shall construct the building including whole façade.
2. A connecting corridor for public at Ground floor level.
3. Signage shall be put up only at designated spaces.
4. Color scheme of façade shall be controlled as specified by YEIDA.
5. All construction & Planning within Individual spaces (Footprint) shall comply with NBC & YEIDA byelaws wherever applicable.

PROPOSED COMMERCIAL DEVELOPMENT

Sector - 22A, Yamuna Expressway Authority

TENDER FORM NO.

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COST OF TENDER FORM ₹ 11,000/-



Yamuna Expressway Industrial Development Authority

SCHEME FOR FOOTPRINTS FOR COMERCIAL USE ON Y A M U N A E X P R E S S W A Y

SCHEME CODE
CPS-01/2015

SCHEME OPENS ON
10/02/2015

SCHEME CLOSSES ON
27/02/2015 at 1.00 PM

DATE & TIME FOR SUBMISSION OF BIDS
27/02/2015
(From 11.00 AM to 1.00 PM)

DATE & TIME FOR OPENING OF BIDS
27/02/2015 at 2.00 p.m.

NOTE :

- (i) In case more than one Bid of the same highest amount is received against any plot(s), an auction will be conducted amongst these highest amount bidders, so as to enhance the highest bid quoted.

**SCHEME FOR DEVELOPMENT OF FOOTPRINTS FOR COMMERCIAL
USE
IN
YAMUNA EXPRESSWAY AREA**

TERMS & CONDITIONS

Yamuna Expressway Industrial Development Authority, hereinafter called YEIDA , invites sealed Bids for Footprints for Commercial Use on "As is where is basis". The bidder should submit sealed bid/tender in the prescribed application form for development and construction of building to be used for commercial purpose. The Footprints for Commercial use is offered on lease for 90 years and is located in Sector-22 A of Yamuna Expressway Industrial Development Area.

A-1 DETAILS OF THE FOOTPRINTS

S.No	Type of Footprint	Footprint No	Sector	Footprint Area (approx. insq. m)	Reserve Price (in Rs./sq.m)	Earnest Money (in Lacs)
1.	Type - A	1	22A	112.00	98634.00	10.00
2.	Type - A	2	22A	112.00	98634.00	10.00
3.	Type - A	3	22A	112.00	98634.00	10.00
4.	Type - A	4	22A	112.00	98634.00	10.00
5.	Type - A	5	22A	112.00	98634.00	10.00
6.	Type - A	6	22A	112.00	98634.00	10.00
7.	Type - A	7	22A	112.00	98634.00	10.00
8.	Type - B	8	22A	124.00	98634.00	11.00
9.	Type - B	9	22A	124.00	98634.00	11.00
10.	Type - B	10	22A	124.00	98634.00	11.00
11.	Type - B	11	22A	124.00	98634.00	11.00
12.	Type - B	12	22A	124.00	98634.00	11.00
13.	Type - B	13	22A	124.00	98634.00	11.00
14.	Type - B	14	22A	124.00	98634.00	11.00
15.	Type - B	15	22A	124.00	98634.00	11.00
16.	Type - C	16	22A	140.00	98634.00	12.00
17.	Type - C	17	22A	140.00	98634.00	12.00
18.	Type - C	18	22A	140.00	98634.00	12.00
19.	Type - C	19	22A	140.00	98634.00	12.00
20.	Type - C	20	22A	140.00	98634.00	12.00
21.	Type - C	21	22A	140.00	98634.00	12.00
22.	Type - C	22	22A	140.00	98634.00	12.00

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

*Processing fee Rs.15000/- , non refundable. non adjustable.

A-2 DEVELOPMENT NORMS

The allottee can do development as per the norms specified in the Building Regulations of YEIDA and as per Architectural Control drawings to be provided by YEIDA.

Maximum permissible Coverage	100%
Permissible No. of Floors	Ground+5

In addition to above single Basement for services and storage may be provided.

CONSTRUCTION

- (1) Any construction will be permissible as per architectural details given by YEIDA and after the prior approval of the building plans by YEIDA.
- (2) Necessary clearances/approvals must be obtained by the lessee from the competent statutory authorities prior to the commencement of the construction work.
- (3) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority (ies).
- (4) The dimensions of the site given in the brochure are subject to change/modification as per the actual measurements at the site.
- (5) All other provisions, not specified above, shall be in accordance with the Building Regulations and Directions of Yamuna Expressway Authority and the amendments made there in from time to time.

B. UTILITY

Land shall be used for development of commercial activities subject to the condition that the activities considered shall not be a public nuisance/hazardous in nature.

C. ELIGIBILITY

1. Any person, proprietor or partnership firm, private or public limited company or a consortium of any of the above, can submit tender (s). The firms and the companies should be registered in India.
2. The tenderer should be competent to contract.
3. If a company wants to apply through a subsidiary company, then it should have minimum of 51% share holding in the subsidiary company. It is clarified that in this case the applicant will be the subsidiary company who will have to qualify the minimum requirements of net worth and solvency. However, in case the tenderer/consortium member is a company, then the qualifications of its holding company (ies) of the lead member and the relevant members or their subsidiary companies shall also be considered as the qualification of the applying company/consortium member.
4. In case of company, Board resolution authorizing the applicant to sign on behalf of the company shall be attached with the tender application form.
5. In case of partnership firm having more than one partner, all the partners are required to sign the tender document 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.

6. In case of partnership firm the following documents should also be enclosed:

- i. a certified copy of duly registered partnership deed
- ii. certificate issued by Registrar of Firms`

In case of company, the following documents should also be enclosed:

- i. List of directors duly certified by the Statutory Auditors/Chartered Accountant
- ii. List of share holders with number of allotted shares duly certified by the Statutory Auditors/ Chartered Accountant
- iii. Copy of its Memorandum and Article of Association

7. In case the tenderers have formed a consortium:-

- a) Members of consortium will have to specify one Lead Member who alone shall be authorised to correspond with the Yamuna Expressway Authority. Lead member should be the single largest shareholder having at least 30% share in the consortium. The shareholding of the lead member in the consortium shall remain at least 30% till the occupancy/ completion certificate of at least one phase of the project is obtained from the YEIDA. Each member of the consortium with equity stake of at least 15% 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.
- b) The lead member and the relevant members should jointly qualify the minimum requirement of net worth, solvency and experience. In case the tenderer is a consortium, then 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.
- c) In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s) and in case the plot is allotted to them, the MOA shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. MOA should be submitted in original duly registered/notarized with appropriate authority.
- d) The member shall submit a registered/notarized Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme, and in case the plot is allotted to them, to form Special purpose Company (ies)` hereinafter called SPCs, that will subsequently carryout all its responsibilities as the allottee. The registered MOA must specify the equity shareholding of each member of the Consortium in the proposed SPCs. The SPCs must necessarily be Firms(s) Company (ies) registered in India with the appropriate statutory Authority.

8. Successful bidders can change the name of the executing company (ies) / body corporate(s) within 60 days from the date of acceptance of the tender after taking prior permission from the YEIDA.
9. However, 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 occupancy/completion certificate at least one phase of the project is obtained from the YEIDA. In compliance with the Govt. Order No. 5007/11-5-2010500(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 share in the Companies is not mandatory to be registered under Section 17 of the Registration Act. 1899. No transfer charges shall be leviable on the transfer of shares in the Companies and on prior approval of the YEIDA shall be required for transferring the shares.

D. HOW TO APPLY

1. The intending bidder may apply for allotment of Footprint for commercial use on prescribed Application Form. The Form shall be made available on payment of Rs. 11,000/- at **Bank of Baroda**, Yamuna Expressway Authority Sector-Omega-1, Greater Noida, **HDFC Bank**, Alpha Commercial Belt, Greater Noida, **ICICI Bank**, Sector-18, Noida, **Oriental Bank of Commerce**, Sector-Gama-1, Greater Noida.
2. The Earnest money and processing fee should be in the form of Bank Draft/Pay Order in favour of Yamuna Expressway Industrial Development Authority payable at New Delhi/Noida/ Greater Noida.
3. The tender of Footprints for Commercial use alongwith Earnest Money and Processing Fee demand drafts should be sealed in an envelope and superscribed as Bid for **Footprints for Commercial use No.Sector.....Area.....**
4. The following documents are required to be submitted with the Bid` documents placed in Envelope after getting them duly certified by the tenderers' statutory auditors/ Chartered Account.
 - i. Certified true copy of Certificate of Incorporation/Certificate of Business.
 - ii. Certified true copy of Memorandum & Articles of Association.
 - iii List of Directors certified by a Chartered Account.
 - iv 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, corporates and the public.
 - v Board resolution authorizing the person for making this application
 - vi Partnership Deed in case of Partnership firm.
 - vii Copy of the certificate issued by Registrar of Firm.

E. ACCEPTANCE OF BID

1. Bid for the Footprint for commercial use will be received on 27.02.2015 from 11.00 AM to 1.00 PM in the Board Room of the Yamuna Expressway Industrial Development Authority and will be opened in the presence of the bidders at 2.00 p.m. on the same day in Board Room of the Authority. The presence of all the tenderers is solicited.
2. 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.
3. Incompletely filled tender document will be summarily rejected.
4. The tenderer cannot withdraw the offer/ tender once made.
5. The YEIDA may, without assigning any reason, add one or more plots in the scheme and/or withdraw any one or all of the plots from the scheme at any stage. Similarly size of the plot may be increased or decreased.
6. The tenders shall be opened by the Committee constituted for this purpose by YEIDA.
7. The YEIDA may accept or reject any offer, including the highest bid, and his decision in this behalf shall be final and binding on the tenderer.
8. There will be no correspondence on issues/grounds raised in bids.
9. Single bid on a specific footprints for commercial use will be summarily rejected and processing fee will not be refunded in any case.

F. PAYMENT

1. 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 Authority. The applicant/ allottee should clearly indicate his name and details of footprints for commercial use applied for/ allotted on the reverse of the demand draft/ pay order.
2. The successful tenderer shall be issued reservation letter and allottee shall be required to deposit 10% of the total premium of the plot as reservation money after adjusting registration money within 30 days.

After payment of reservation money the tenderer shall be issued allotment letter. The allottee shall have to deposit 20% of the total premium, through bank draft drawn in favour of "Yamuna Expressway Industrial Development Authority" payable at Greater Noida/ Noida / New Delhi within 60 days from the date of issue of allotment letter, through prescribed challan available in the banks mentioned in the allotment letter and submit the copy of the deposited challan(s) in Commercial Department of YEIDA. In case of failure to deposit this amount within time, the allotment will stand cancelled and the entire earnest money deposited shall be forfeited in favour of YEIDA.

3. The allottee shall also deposit due stamp duty (Stamp duty calculation should also be got verified from the concerned Sub-registrar, Gautam Budh Nagar by the allottee himself/themselves) for lease deed in treasury of District Gautam Budh Nagar and should produce a certificate to that effect in Commercial Department of YEIDA within 60 days from the issue of check-list which shall be issued after confirmation of receipt of allotment money.
4. The balance 70% premium of the plot along with interest will be paid in 12 half yearly

installments along with interest @12% per annum, calculated from the date of deposit of allotment money on the balance outstanding premium.

5. In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
6. Premium referred to in this document means total amount payable to the Authority for the allotted footprints for commercial use.
7. All payment should be remitted by due date. In case the due date is a bank holiday then the allotted should ensure remittance on the previous working day.
8. In case of default, the allotment offer will be considered as cancelled without any further notice and the amount equivalent to Earnest money shall be forfeited. No interest will be paid on such amount. However, this is subject to clause `G` of this document.
9. 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 the premium due.
10. Lease Rent shall be paid in accordance with Clause L of this document.
11. In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 60 days from the date of communication of the said additional land as per prevailing policy of YEIDA.

G. EXTENSION OF TIME

1. Normally extension for depositing the 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 YEIDA 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) allotment money, subject to the 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 Chief Executive Officer of the Authority.
3. 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.
4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

H. AREA

The Area footprints for commercial use stated in these terms and conditions being approximate, the tenderer whose tender is accepted, shall have to accept any variation, upto 20% either way in the area of the footprints for commercial use, for which the tender has been offered. The premium of the footprints for commercial use will proportionately vary due to such variation in the area.

I. AS IS WHERE IS BASIS / LEASE PERIOD

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

J. UNSUCCESSFUL APPLICANTS

Earnest money without interest will be returned to the unsuccessful bidder after completion of tender process, however processing fee shall not be refunded. The authority 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, experience and other material facts.

K. SURRENDER

1. The allottee can surrender the plot which footprint within 30 days from the date of allotment, in such case, earnest money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest.
2. In case of footprint is surrendered after 30 days from the date of allotment, the total deposited amount or 30% of total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest, however, the amount deposited towards lease rent, interest, extension charges etc. shall not be refunded.

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

L. 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 1% of the premium of the plot per year for the first 10 years from the date of execution of the lease deed.
- (ii) After 10 years from the date of execution of the lease deed, the lease rent may be increased @ 50% and the rate will be applicable for the next 10 years and this process will continue for future.
- (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) In case of failure to deposit the due lease rent by the due date, interest will be charged @15% p.a. (12% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (v) The allottee/lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the footprint per year as "One Time Lease Rent" unless the Authority 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.

M. EXECUTION OF LEASE DEED & POSSESSION

The allottee will be required to execute the lease deed of the footprint within 60 days from the date of issue of check list which shall be issued immediately after the confirmation of receipt of allotment letter. In case of failure to do so, the allotment of footprint may be cancelled and 30% of the premium (tendered amount) of the footprint may be forfeited. Amount deposited towards the extension charges, interest and other penalties etc. may also be forfeited. However, in exceptional circumstances, the extension of time for the execution of the lease deed and taking over possession may be permitted. The extension will be subject to the payment of charges @ 5% p.a. of the total premium of the footprint at the tendered rate, which will be calculated on day to day basis. After execution of lease deed, the allottee will take over the possession of footprint within 15 days. The date of execution of lease deed shall be considered as the date of taking over of physical possession and no plea contrary to this shall be entertained

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.

N. IMPLEMENTATION AND COMPLETION OF THE PROJECT

IMPLEMENTATION

1. The Lessee shall be required to complete the construction on allotted footprint as per approved architectural control drawing layout and get the completion certificate issued within a period of 5 years from the date of execution of lease deed. The lessee shall be required to complete the construction of minimum 50% of permissible covered area of all floors on the allotted footprints for commercial use as per approved architectural control drawing and get occupancy certificate of the first phase within a period of three years from the date of execution of lease deed.
2. However, extension in exceptional circumstances can be granted, on payment of extension charges applicable as per the prevailing policy, at the time of grant of such extension.
3. In case the lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights on the allotted land and buildings appurtenant there to.

However, extension in exceptional circumstances can be granted, on payment of extension charges applicable as given below:

Without prejudice to the Authority's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:

- a. For first year the penalty shall be 4% of the total premium.
- b. For second year the penalty shall be 6% of the total premium.
- c. For third year the penalty shall be 8% of the total premium.
- d. Extension for more than three years, normally will not be permitted.

COMPLETION

The "Occupancy / Completion Certificates(s)" will be issued on the completion of the project and on submission of the necessary documents required for certifying the completion of the project as per prevailing rules

INDEMNITY

The allottee / lessee / sub-lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development / constructions, subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified and legally appointed by the allottee after prior written approval of YEIDA. The allottee/lessee shall execute an indemnity bond, indemnifying YEIDA against all disputes arising out of:

- (i) The non-completion of the project
- (ii) The quality of development, construction and maintenance.
- (iii) Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser(s)

O. MORTGAGE

The mortgage permission shall be granted (where the footprints for commercial use is not cancelled or any show cause notice is not served) in favour of a scheduled bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted footprint. The Lessee/sub-lessee(s) should have valid time period for construction as per terms of the lease deed/ sub - lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent

The lessee/Sub-lessee(s) will submit the following Documents:

- (a) Sanction letter of the scheduled bank/Govt. Organization / financial institution approved by the Government of India.
- (b) Clearance of upto date dues of the YEIDA.

YEIDA shall have the first charge on the footprints for commercial use towards payment of all dues of YEIDA

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

The YEIDA'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 from a court of law.

P. TRANSFER OF THE PLOT BUILDINGS THERON AND CHANGE IN CONSTITUTION:

The allottee / lessee can transfer the whole plot and the building constructed thereon with the prior permission of YEIDA, after execution of lease deed and payment of transfer charges @10% of total premium. However, the lessor reserves the right to reject any such transfer application without assigning any reason whatsoever.

In addition to the transfer charges as per prevailing policy of YEIDA, the allottee/lessee shall also pay an amount of ₹10,000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the allottee/lessee, as well as the sub-lessees/transferees.

No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-versa. However, processing fee of ₹10,000/- will be payable on such transfer.

Change in Constitution shall be permitted as per prevailing policy of the lessor. In case of a partnership firm, any change in constitution as above, may be allowed only with a condition that the original partners on the date of submission of tender shall retain a minimum of 51% share of the partnership till the completion of the project i.e. upto obtaining the Completion Certificate from YEIDA for the 1st phase. If the lessee is a SPC, then the conditions laid down in clause C (8) shall also be applicable.

No transfer charges shall be applicable if built up space of footprints for commercial use is transferred for the first time by the allottee after obtaining completion certificate by YEIDA. Thereafter, the transfer charges shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable as processing fee. The allottee/lessee will be permitted to transfer the built-up space on the fulfillment of the following conditions

- (i) The allottee/lessee has made full payment of the plot premium alongwith interest thereon and the up-to date lease rent alongwith interest, if any, due thereon
- (ii) The lease deed as per rules has been duly executed.
- (iii) The allottee/lessee has obtained the building completion certificate for the 1st phase from the YEIDA.
- (iv) The sub-lessees/transferees undertake to put to use the premises for the original permissible use only and the premises being transferred shall be as per completion certificate and are not part of any common area
- (v) The lessee, shall also execute a sub-lease deed between lessor, lessee and proposed sub-lessee. The lessee/sub-lessee shall also ensure adherence to the building regulations and directions of the YEIDA. All the terms and conditions of the allotment and lease deed shall be applicable and binding on sub-lessee as well.
- (vi) The sub-lessee shall also be required to pay pro-rata lease rent as applicable. The sub-lessee shall be required to make the built-up space functional within one year from the date of sub-lease and submit sufficient documents to YEIDA in proof thereof.

Thereafter, extension charges, as applicable, shall be payable

- (vii) All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee, lessee and sub-lessees

Q. MISUSE, ADDITIONS, ALTERATION ETC.

- (i) The allottee, lessee and sub-lessees shall not use the footprints for commercial use for any purpose other than for which the footprints for commercial use is allotted.
- (ii) In case of violation of any allotment condition, the allotment shall be liable to be cancelled and the possession of the premises along with the structures thereon, if any, shall be resumed by YEIDA.

R. LIABILITY TO PAY TAXES

The 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 footprints for commercial use, whether such charges are imposed on the footprints for commercial use or on the building constructed thereon, from time to time

S. OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals washing gold earth oil, quarries in or under the footprints for commercial use 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 built up space or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the YEIDA on the amount of such compensation shall be final and binding on the lessee.

T. MAINTENANCE

- 1 The lessee shall make such arrangements such as formation of society/ company of the owners/ occupants of built up space necessary for maintenance of the buildings and common services developed on the allotted footprints for commercial use. If the buildings and the common services are not maintained properly, the YEIDA shall have the right to get the maintenance done and recover the amount so spent from the lessee and/or sub-lessee. The lessee and sub-lessee(s) will be personally and severely liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue. No objection will be entertained on the subject of amount spent on maintenance of the buildings and the common services, and the decision of YEIDA in this regard shall be final and binding.
- 2 The allottee/lessee/sub-lessee(s) shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his

own expenses

- 3 The allottee/lessee/sub-lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe, neat & clean and in good and healthy sanitary conditions to the satisfaction of the lessor and to the convenience of the inhabitants/occupants of the place
- 4 The allottee/lessee/ sub-lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of Yamuna Expressway Industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.
- 5 In case of non-compliance of these terms and conditions and any other directions of YEIDA, YEIDA shall have the right to impose such penalty as it may consider just and/or expedient.
- 6 The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by YEIDA.

U. CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS

If the lessee and/or sub-lessee(s) fail to deposit the due money within the given time or such extended period as is allowed by YEIDA or commit any breach of the terms and conditions as laid down in this brochure, allotment/lease shall be liable to be cancelled/determined and 30% of the total premium together with lease rent, interest, extension charges or money deposited, whichever is less shall be forfeited in favour of YEIDA. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the footprints for commercial use, along with the structures, if any, thereon, shall be resumed in favour of YEIDA and the lessee shall not be entitled to claim any compensation for the same

V. CONSEQUENCES OF MIS-REPRESENTATION

If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the tenderer, allottee, lessee and/or sub-lessees, the allotment of footprints for commercial use shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the tenderer, allottee, lessee and sub-lessees shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be taken.

W. CANCELLATION OF THE LEASE DEED

In addition to the other specific clauses relating to cancellation/determination, YEIDA/the lessor, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of this commercial plot in case of the following

1. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
2. Any violation of the directions issued or of the rules and regulations framed by YEIDA or

by any other statutory body.

3. In case of default on the part of the tender/allottee/sub-lessee(s) or any breach/violation of the terms and conditions of the tender, allotment, lease and/or non-deposit of the allotment amount, installments or any other dues.

If the allotment is cancelled on the grounds mentioned in para (i) above, the entire amount deposited by the tenderer, allottee, lessee and sub-lessee and sub-lessee(s) till the date of cancellation/determination, shall be forfeited by YEIDA and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (ii) or (iii) above 30% of the total premium of the plot shall be forfeited and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regards.

After forfeiture of the amount as stated above, possession of the plot will be resumed by YEIDA, alongwith the structure thereupon, if any, and the tender, allottee, lessee and sub-lessees will have no right to claim any compensation thereon.

X. OTHER CLAUSES

1. The Authority 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 considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the YEIDA shall be final and binding.
3. If due to any "Force Majeure" or any circumstances beyond YEIDA's control, YEIDA is unable to make allotment or handover the possession of the allotted plot, entire earnest money and/or the deposits, as the case may be, will be refunded, as per the prevailing policies of YEIDA.
4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the YEIDA to ask the Lessee/ sub-lessee(s) to remove the nuisance within a reasonable period failing which the YEIDA shall itself get the nuisance removed at the Lessee/ sub-lessee(s) cost and charge damages from the Lessee/ sub-lessee(s) during the period of existence of the nuisance.
5. Any dispute between the Authority and Lessee/ Sub-Lessee(s) 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
6. 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.
7. The YEIDA 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.
8. The lessee/sub-lessee(s) shall be liable to pay all taxes / charges leviable from time to time by the YEIDA or any other Authority duly empowered to levy the tax/charges.
9. Commercial premises shall be used for commercial purpose only. In case of default, the

lease deed is liable to be cancelled and the Lessee/ sub-lessee(s) will not be paid any compensation thereof.

10. Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
11. All arrears due to the Lessor/Lessee(s) would be recoverable as arrears of land revenue.
12. 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
13. The YEIDA in larger public interest may take back the possession of the land/building by paying a reasonable(s) compensation. The decision in this regard shall be final and binding on the lessee/sub lessee(s).
14. In case the YEIDA is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee as per the prevailing policies of YEIDA.

For further clarification please contact:

COMMERCIAL DEPARTMENT
YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

Sector Omega-I, Greater Noida.

DETAILS OF DEPOSIT

1. Details of Earnest Money (amount in figures) Rs.....

(In words) Rs. _____

D.D./P.O. No.....Date.....

Drawn on _____

2. Details of Processing fee (Amount in figures) Rs.-15000/-

(In words) Rs. Fifteen Thousand only _____

D.D./P.O. No.....Date.....

Drawn on _____

E. ENCLOSURES

- 1) Special Power of Attorney as indicated in Guidelines overleaf (if applicable)
- 2) In case of applicant/tenderer being a company/trust/firm/Regd. Society, a copy of The resolution in favour of authorised signatory, with company seal.
- 3) Any other documents, if necessary

Note:

- i) Cutting/over-writing/ stray marks shall not be allowed in the tender/application form submitted. Tenders received with cutting/over -writing/stray marks shall be summarily rejected.
- ii) In case of difference in the rate offered, between figures and words, the rates mentioned in words shall be considered as the offered rate.

DECLARATION

I/We hereby declare that the above information is true to the best of my/our knowledge and belief and nothing has been concealed and no part of it is false. I/We further declare that I/We have carefully read and understood the general as well as special terms and conditions for the tender for **FOOTPRINT FOR COMMERCIAL USE /2015** scheme and do hereby undertake to abide by the same.

(Signature of applicant/authorised signatory with seal)

Date: _____ Place: _____

Signature, Name & Address of Witnesses

1. _____ 2. _____

GUIDELINES FOR FILLING THE APPLICATION FORM

- 1. The application form must be signed by the applicant or by a person duly authorised by the applicant through special power of attorney on a non-judicial stamp paper of Rs. 100/- duly attested by a first class magistrate or a public notary.
- 2. These forms should be filled in English/Hindi in block letters only. The signature may however, be in any language.
- 3. In Item No. B fill up the vacant column with **FOOTPRINT FOR COMMERCIAL USE** Sector and Area as given in brochure at Serial No. A-1

**PROPOSED LOCATION
FOR COMMERCIAL
DEVELOPMENT**

SEC.-25

SEC. -19

SEC.- 22B

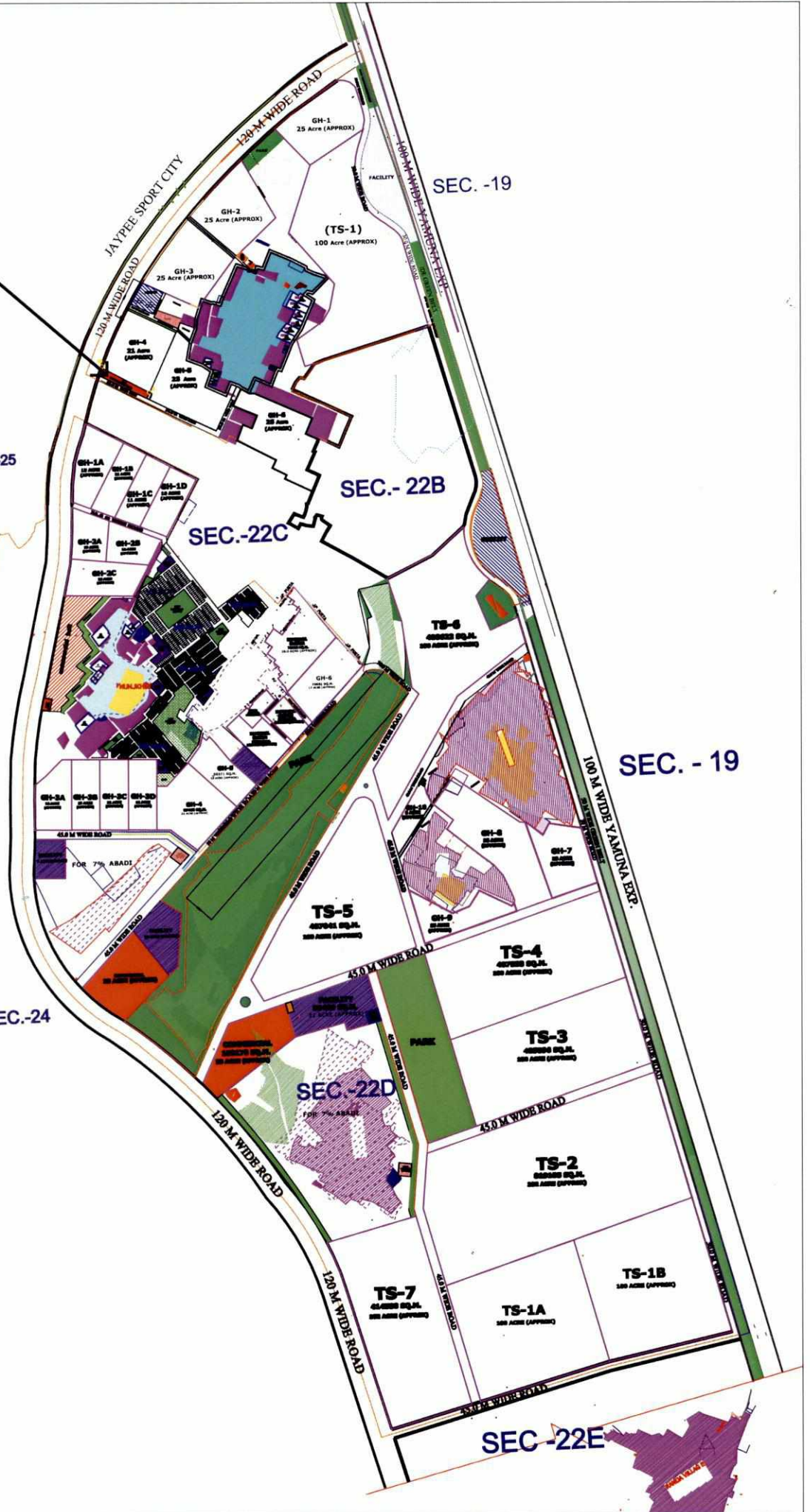
SEC.-22C

SEC. - 19

SEC.-24

SEC.-22D

SEC.-22E





You may see the details of the scheme on our website: www.yamunaexpresswayauthority.com

Yamuna Expressway Industrial Development Authority

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Distt. Gautam Budh Nagar (U.P), Phone: 0120-2395151, Fax: 0120-2395150