



Yogi Adityanath
Chief Minister, UP.



Nand Gopal Gupta 'Nandi'
Minister of Industrial
Development, U.P.

Golden Opportunity! Ideal Commercial Kiosks for Commercial Activities



COMMERCIAL KIOSKS

SCHEME OPENS: 14.09.2023 | SCHEME CLOSES: 16.10.2023

SCHEME CODE: CK-03/2023

Date & Time for E-Auction : 31.10.2023 from 11:00 AM to 2:00 PM



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

(U.P. Government Undertaking)

1st Floor, Commercial Complex, Block -P-02, Sector-Omega-1, Greater Noida - 201308,
Distt. Gautam Budh Nagar, U.P. Ph: 0120-2395152/57, Tollfree: 18001808296, Website: www.yamunaexpresswayauthority.com

Price of Brochure : ₹1,000/- + GST

SCHEME FOR
COMMERCIAL KIOSK IN YEIDA CITY
SCHEME CODE: CK-03/2023

Scheme Opens on	14.09.2023 at 11.00 AM onwards
Scheme Closes on	16.10.2023 at 5:00 pm
Start Date & Timing for Registration	14.09.2023 at 11.00 AM onwards
End Date and Timing for Registration, Submission of Brochure Fees, Processing Fees, EMD & Technical Forms	12.10.2023 up to 5.00 pm
Final Bid Submission	16.10.2023 up to 5.00 pm
Date & Timing for Display of Names of Qualified Bidders	25.10.2023 at 5:00 pm
Date & Time for E-Auction	31.10.2023 from 11:00 AM to 2:00 PM

Note: - Names of Qualified Bidders will be displayed on the Website of the Authority and only they will be allowed for E-Auction.

TABLE OF CONTENTS

Table of contents	iii
Datasheet	1
1 Section I: Instructions to the Applicants	3
1.1 Definitions	3
1.2 Eligibility Criteria	4
1.3 How to apply & Acceptance of Bid	4
1.4 Language and currency	6
1.5 Applicant's responsibility	6
1.6 Documents required with Application Form	6
1.7 Extension of time limit for deposit of Allotment money	6
1.8 Payment Plan	6
1.9 Change in the name of applicant	8
1.10 Unsuccessful applicants	8
2 Section II: General terms and conditions	8
2.1 Execution of Lease Deed	8
2.2 Lease Rent	8
2.3 Location charges	9
2.4 Possession of the Kiosk	9
2.5 Variation in actual area of allotted Kiosk	9
2.6 As is where basis/Lease period	10
2.7 Surrender	10
2.8 Change in Constitution (CIC)	10
2.9 Change in Shareholding (CIS)	10
2.10 Transfer of Kiosk	11
2.11 Role of YEIDA as per IBC 2016	11
2.12 Maintenance	11
2.13 Mortgage	12
2.14 Issue of Mutation Letter	13
2.15 Misuse, Additions, Alterations, etc	13
2.16 Liability to Pay Taxes	13
2.17 Over riding Power over Dormant Properties	13
2.18 Consequences of mis-representation	14
2.19 Cancellation of Lease Deed	14
2.20 Restoration	14
2.21 Functional	15
2.22 Other Clauses	16
3 Annexures –Technical forms	18
3.1 Application form	18
3.2 Format for Affidavit	20
3.3 List of Kiosk	22

DATA SHEET

S.No	Head	Details
1.	Date of issue of the Scheme Brochure	14.09.2023
2.	Date of closure of the scheme/ last date of submission of application form	16.10.2023
3.	Date of E-Auction	31.10.2023
4.	Contact person, designation and contact details (address and phone nos.) in the Authority office	Manager (Commercial) Yamuna Expressway Industrial Development Authority , First Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, Uttar Pradesh 201308 Email: commercial@yamunaexpresswayauthority.com Phone No: 8788141167 Website: www.yamunaexpresswayauthority.com
5.	Allotment method for the scheme	e-Auction
6.	Availability of scheme Brochure (YEIDA)	Downloadable from the Authority's website www.yamunaexpresswayauthority.com
7.	Processing Fee	10,000/- +18%GST (Processing Fee is Non-Refundable/Non-adjustable)
8.	Earnest Money Deposit	Earnest Money Deposit specific for a particular Kiosk is as per the chart given in the Scheme Brochure.
9.	Allotment Money	Allottee shall have to deposit 40% of total Premium/ Cost of the Kiosk after adjusting the earnest money deposited earlier at the time of submission of application/ Bid within 60 days of issuance of Allotment Letter with applicable GST. In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of Kiosk shall be cancelled, and money deposited as Earnest Money shall be forfeited. The time extension to deposit allotment money for 30 days shall be allowed in exceptional conditions by the Chief Executive officer with penal interest @10.0% + 3.0% = 13.0% per annum for the defaulted amount for defaulted period with applicable GST.
10.	Payment Plan	1. Allottee shall have to deposit 10% as Earnest Money Deposit. 2. Allottee shall have to deposit Allotment Money as 40% of total premium/ cost of the Kiosk after adjusting the EMD earlier at the time of Submission of application/Bid within 60 days from the date of issue of Allotment Letter with applicable GST. In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of Kiosk shall be cancelled, and money deposited as Earnest Money shall be forfeited. The

		<p>time extension to deposit allotment money for 30 days shall be allowed in exceptional conditions by the Chief Executive officer with penal interest @10.0%+3.0%=13.0% per annum for the defaulted amount for defaulted period with applicable GST.</p> <p>3. Balance 60% of total premium amount shall have to be paid in 5 years in 10 half yearly installments with interest at the rate of 10% per annum. The first such installment will come due after six months of date of issue of allotment letter. It is made clear that in case of default in payment as per schedule, an additional penal interest @ 3% compounded half yearly with applicable GST shall be payable along with 10.00%+3%=13% per annum on the defaulted amount for the defaulted period. It shall be the responsibility of the Allottee to deposit the due installment on due date. If the last date of deposit is a bank holiday, then the allottee shall deposit the installment on the next working day and it shall be treated as last date of deposit.</p> <p>Note:- Interest @ 10.00% per annum is applicable from 1st January 2023 subject to the revision on 1st January and 1st July of each year as per G.O. No. 1567/77-4-20-36N/20 dated 09 June 2020.</p>
11.	Mortgage permission fee	As per the prevailing policy of the Authority, at the time of submission of Permission to Mortgage request letter by the Allottee and after payment of the prescribed Fees/charges of Rs. 5000/- + 18% GST.
12.	Transfer	<p>Transfer of Kiosk may be allowed by the YEIDA as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee after the following compliances have been completed:-</p> <ul style="list-style-type: none"> i) payment of prescribed fees/charges, ii) clearance of all upto date dues, and Over due installment towards premium of Kiosk iii) making the Kiosk functional to a person or firm or company fulfilling the eligibility criteria of allotment.
13.	Period of lease	The allotment of Kiosk will be made on lease hold basis for a period of 90 years from the date of execution of Lease Deed.
14.	Location charges	Not Applicable
15.	Rate of annual Lease Rent	2.5% of the total premium of the Kiosk to be increased by 50% every ten years with applicable GST.
16.	Reserve Price	Reserve prices specific for a particular Kiosks as per the details given in the Scheme Document.
17.	Possession of the Kiosk	<p>The Possession of the Kiosk will be given after execution of Lease Deed after payment of 40% of Premium and one year Lease Rent, in advance with applicable GST.</p> <p>Physical possession would be deemed to be handed over from the date of execution of Lease Deed.</p>

SECTION I : INSTRUCTIONS TO THE APPLICANTS

1.1 Definitions:

The key definitions for the purpose of this scheme document areas follows:

- i. "Authority" means the Yamuna Expressway Industrial Development Authority
- ii. "Authorized Bank" implies the bank that has been identified by the Authority
- iii. "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
- iv. "Allotment money" is the amount as prescribed in the scheme brochure and is expected to be deposited by the Allottee with in the given time period
- v. "Allottee" is the person whose application for allotment has been approved by the competent officer
- vi. "Allotment committee" is a committee constituted at the Authority for reviewing the applications received for allotment under the advertised scheme.
- vii. "Applicant/Bidder" is the person/entity who has submitted response to this Bid document
- viii. "Building Bye laws / Regulations" as notified by the Authority for development of land and construction of buildings
- ix. "Contract" means the Contract signed by the Parties and all the attached documents which includes General Conditions(GC), the Special Conditions(SC),and the Appendices
- x. "Day" mean scalendar day
- xi. "Functional certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
- xii. "Government" means the Government of Uttar Pradesh
- xiii. "Net worth" from Financial Statement, where Net worth shall be calculated as below:
 - a. In case of a **Company**: Net Worth is the 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)
 - b. In case of a **Partnership firm/ LLP Firm**: 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.
 - c. 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.
 - d. Incase of a **Trust**: Corpus fund and General Fund taken together shall be considered as Net Worth of the Trust.
 - e. Incase of a **Society**: Corpus fund and General Fund taken together shall be considered as Net Worth of the Society.
 - f. Incase of a New Company: Net Worth of promoters/Shareholders/Directors

- xiv. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
- xv. "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
- xvi. "Lessee" is the person/entity who holds the lease of a property or tenant
- xvii. "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is YEIDA.
- xviii. "Transfer Deed" is a contractual agreement by which a property (here in Kiosk) is transferred from its legal Lessee to another party.
- xix. "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations.
- xx. "Sub-Lessee" is the person / entity who hold sale as eof a property which was given to another person /entity for all or part of a property.
- xxi. "Mutation letter" is the letter issued by competent Authority for change of name on a property
- xxii. "Reserve Price" is the minimum price as determined by the Authority for this scheme/ property and would act as the base price at which the bidding starts.
- xxiii. "Total Premium of the Kiosk" is the total amount payable to the Authority calculated as the quoted bid price per sqm. Multiplied by the total area of the Kiosk. (GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium).
- xxiv. "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.

1.2 Eligibility Criteria

- 1.2.1 Any person, trust, firm, company or registered co-operative society may submit bid for one or more than one Kiosk
- 1.2.2 In case of application on behalf of an individual he/she is required to submit a copy of Aadhar card, PAN card, Passport, Driving License etc.
- 1.2.3 A separate application shall be required to be submitted for each Kiosk
- 1.2.4 The Tenderer should be competent to submit the tender and enter into contract.
- 1.2.5 17.5% of the total number of Kiosk in this scheme are reserved for the villagers of Yamuna Expressway Area whose land has been acquired/purchased by Yamuna Expressway Industrial Development Authority for YEIDA or Noida International Airport and is undisputed and encroachment free and possession has been taken over by YEIDA.

Note: The applicants for reserved kiosks must submit an Affidavit in this regard with proof of land acquired/purchased by YEIDA. In case of villager's category, proof of land acquired by YEIDA has to be submitted mandatorily. If kiosks reserved for villagers are not allotted due to lack of applications then those kiosks will be open for general applicants to apply.

1.3 How to apply & Acceptance of Bid

- 1.3.1 Interested parties will need to register and obtain user ID and password on the portal and there after deposit non-refundable and non adjustable Processing Fees of INR

10,000/- +18% GST separately against each property for participation in the e-Auction through online payment on or before date as mentioned on the portal. YEIDA will not be responsible for any payment after that and bid will not be considered.

- 1.3.2 It will be the sole responsibility of the bidder/participant to obtain a compatible computer terminal with internet connection to enable him/her to participate in e-bidding process any reasons thereof. Ensuring internet connectivity at the bidder's end shall be the sole responsibility of the bidder. Any request/complaint regarding the connectivity of internet at the bidder's end will not be entertained in any form and shall not be basis of cancellation of the bidding process.
- 1.3.3 Group of Kiosk having the different size and different earnest money, are likely to be put up for e-auction on a day. Bidder is required to deposit a separate EMD for each advertised property.
- 1.3.4 The Authority may without assigning any reason withdraw any or all the sites from the e-auction at any stage and is not bound to accept the highest bid or all bids even if they are above the reserve price.
- 1.3.5 Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason.
- 1.3.6 Bidding will not be permissible below the reserve price rate of the Kiosk. More than two bids above the reserve price by more than two different bidders are mandatory to allot any Kiosk.
- 1.3.7 If the bidding continues till the last 5 minutes of the scheduled/extended closing time of auction, in such case, the bidding time shall be automatically extended for further 05 minutes from the last Bid and such extensions will be for 5 minutes only.
- 1.3.8 In the E-Auction process, in case there are less than 3 bidders participating in the first instance against a Kiosk, then last date of submission of application shall be extended by 07 days for that particular Kiosk. It shall be extended further for a time period of 07 days, if the number of bidders against that particular Kiosk (s) is less than three. However, the Kiosk shall be allotted to the highest bidder even if there are less than three bidders in the E-Auction after two extensions of 07 days each. Application less than three received in first/second time in above process, shall be rolled over and carried to the next phase automatically. Hence they need no reapply.
- 1.3.9 Post registration, e-bidder shall proceed for login by using his ID and password. Bidder shall proceed to select the event he is interested in. The e-bidder would have following options to make payment towards e-brochure fees, processing fees and EMD through valid portal of YEIDA/ Payment Gateway/Wallet.
- 1.3.10 Incomplete bid documents will not be considered.
- 1.3.11 The Bidder/Applicant can not withdraw the offer/bid once made.
- 1.3.12 For checking eligibility criteria applications/Bids shall be opened by the Committee constituted for this Purpose by YEIDA and only qualified bidders will be allowed to participate in E-Auction.
- 1.3.13 After verification of related documents uploaded by the highest Bidder/Applicant, allotment letter to the successful highest Bidder/Applicant will be issued by YEIDA within 30 days of the closure of auction.
- 1.3.14 Portal for e-auction **<https://yeida.auctiontiger.net>** can also be accessed through a link at YEIDA website www.yamunaexpresswayauthority.com

- 1.3.15 Customer Care for technical support and training on registration, deposit offices, e-auction etc. Phone: 079-68136837/ 68880/ 6895/ 6806/ 6800. email: support @ auctiontiger.net. Site visit will be scheduled for the applicants by the Project Department of the Authority.
- 1.3.16 For further inquiries contact: Commercial Department, Yamuna Expressway Industrial Development Authority, First Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, Uttar Pradesh 201308 between 11.00 AM to 02.00 PM.
- 1.3.17 The YEIDA may, without assigning any reason, add one or more Kiosks in the scheme and/or withdraw any one or all of the Kiosks from the scheme at any stage. The size of the Kiosk may be increased or decreased.
- 1.3.18 The YEIDA may accept or reject any offer, including the highest bid or cancel the scheme, and its decision in this behalf shall be final and binding on the Bidders/Applicants.
- 1.3.19 There will be no correspondence on issues/grounds raised in Disqualified Bids.

1.4 Language and currency

- 1.4.1 The document and all related correspondence for this scheme shall be in English language. The currency for the purpose of this scheme shall be Indian National Rupee (INR).

1.5 Applicant's responsibility

- 1.5.1 It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:
 - The eligibility criteria and other information/ requirements, as set forth in the Brochure
 - All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.
- 1.5.2 YEIDA shall not be liable for any mistake or error or neglect by the Applicant.

1.6 Documents required with Application Form

- 1.6.1 Documents as per section 1.2, duly signed by the applicant and certified by himself on each page, should be enclosed with the application form for registration. Affidavit signed by the Villagers must also be enclosed for reserved category.

1.7 Extension of time limit for deposit of Allotment money

- 1.7.1 No extension regarding time period will be allowed for the deposit of allotment money. In case of default in payment, the allotment letter will be cancelled and the earnest money will be forfeited by the Authority. The time extension to deposit allotment money for 30 days shall be allowed in exceptional conditions by the Chief Executive officer with penal interest @ 10.0% + 3.0% = 13.0% per annum for the defaulted amount for defaulted period with applicable GST.

1.8 Payment Plan

1. Allottee shall have to deposit 10% as Earnest Money Deposit.
2. Allottee shall have to deposit Allotment Money as 40% of total premium/ cost of the Kiosk after Adjusting the EMD earlier at the time of Submission of application/Bid within 60 days from the date of issue of Allotment Letter with applicable GST.

In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of Kiosk shall be cancelled, and money deposited as Earnest Money shall be forfeited. The time extension to deposit allotment money for 30 days shall be allowed in exceptional conditions by the Chief Executive officer with penal interest @ $10.0\% + 3.0\% = 13.0\%$ per annum for the defaulted amount for defaulted period with applicable GST.

3. Balance 60% of total premium amount shall have to be paid in 5 years in 10 half yearly installments with interest at the rate of 10.00% per annum. The first such installment will come due after six months of date of issue of allotment letter. It is made clear that in case of default in payment as per schedule, an additional penal interest @ 3% compounded half yearly with applicable GST shall be payable along with $10.00\% + 3\% = 13\%$ per annum on the defaulted amount for the defaulted period. It shall be the responsibility of the Allottee to deposit the due installment on due date. If the last date of deposit is a bank holiday, then the allottee shall deposit the installment on the next working day and it shall be treated as last date of deposit.

Note:- Interest @ 10.00% per annum is applicable from 1st January 2023 subject to the revision on 1st January and 1st July of each year as per G.O. No. 1567/77-4-20-36N/20 dated 09 June 2020.

1.8.1 Other conditions:

- i. The Bidder has to adhere to the payment plan as mentioned above.
- ii. Payments can be made with ICICI Bank through online at Authority's website **www.yamunaexpresswayauthority.com**. after generating challan for the payment.
- iii. The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, Gautam Budh Nagar) for execution of the Lease Deed in treasury of district Gautam Budh Nagar and should produce a certificate to the effect in relevant department at YEIDA within 60 days from the issue of check list.
- iv. After depositing the installment with the designated scheduled bank, the Allottee shall intimate the same to YEIDA through a written intimation along with the copy of challan of amount deposited or through an email.
- v. It is made clear that in case of default in payment as per schedule, an additional penal interest @ 3% compounded half yearly with applicable GST shall be payable along with $10.00\% + 3\% = 13\%$ per annum on the defaulted amount for the defaulted period.

Note:- Interest @ 10.00% per annum is applicable from 1st January 2023 subject to the revision on 1st January and 1st July of each year as per G.O. No. 1567/77-4-20-36N/20 dated 09 June 2020.

- vi. In case of default in three consecutive installments, allotment/lease shall be cancelled by the Authority.
- vii. The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and thereafter the balance will be adjusted towards the Lease rent payable and then towards premium due.
- viii. In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive etc, to the farmers by order of the Court, by the Authority or by the State Government or by way of any settlement, the Allottee/Lessee shall be bound to 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.

1.9 Change in the name of applicant

- 1.9.1 Change in name of applicant shall not be allowed for individual applicants. In case applicants is Company/Firm, applicants may change their name as per the provisions of the Companies Act and Partnership Act respectively. This change would be subject to policy of YEIDA and payment of charges.

1.10 Unsuccessful applicants

- 1.10.1 The earnest money of unsuccessful applicants shall be returned to them without interest. However, if the period of deposit is more than one-year, simple interest @

SECTION II : GENERAL TERMS AND CONDITIONS

2.1 Execution of Lease Deed

- 2.1.1 Execution of Lease Deed can be done only after a minimum payment of 40% of premium and one-year Lease Rent in advance with applicable GST.
- 2.1.2 The Allottee will be required to execute the Lease Deed of the Kiosk within 60 days from the date of issue of check list which shall be issued soon after the acknowledgement of receipt of allotment letter and payment of the dues in accordance with the payment plan opted by the Allottee. In case of failure to do so, the allotment of Kiosk may be cancelled and 40% of the premium (tendered amount) of the Kiosk & any charges, interest and any other penal ties may be forfeited.
- 2.1.3 However, in exceptional circumstances, the extension of time for the execution of the Lease Deed and taking over possession may be permitted as per the prevailing policy of the Authority at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges. The current extension charges of the Authority for reference of the Applicant areas follows:

1	First 6 Months	1% of the total premium of the Kiosk
2	Second 6 Months	Additional 2% of the total premium of the Kiosk
3	Third 6 Months	Additional 4% of the total premium of the Kiosk
4	Fourth 6 Months	Additional 8% of the total premium of the Kiosk
	After that	Additional 2% of total premium of the Kiosk per month for a maximum of one (1) year. Therefore, the maximum extension given will be three (3) year. After this period the allotment would stand cancelled.

- 2.1.4 Documentation charges: All 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.

- 2.1.5 Period of lease: 90 years from the date of execution of Lease Deed.

2.2 Lease Rent

- 2.2.1 In addition to the premium of Kiosk, the lessee shall have to pay yearly Lease Rent with applicable GST in the manner given below.

- i. The Lease Rent will be 2.5% of the premium of the Kiosk per year for the first 10

year from the date of execution of the Lease Deed.

- ii. After ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @ 50% and the rate will be applicable for the next ten years and this process of enhancement 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.
- iv. In case of failure to deposit the due Lease Rent by the due date, interest of 3% p.a. in addition to the prevailing interest rate of YEIDA (10.00% + 3.0% p.a. = 13% p.a.) Compounded every half yearly for the entire default period, on the defaulted amount. This rate will change as per interest rate revision by YEIDA.
- v. The Allottee/ Lessee has the option to pay lease rent equivalent to 11 years lease rent (i.e. 11 years @2.5% = 27.5% of the total premium of the Kiosk) with applicable GST 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, and provided allottee has no outstanding lease rent arrears. It is made clear that lease rent already paid will not be considered for adjustment in the amount payable towards One Time Lease Rent.

2.3 Location charges

2.3.1 Location charges – Not applicable.

2.4 Possession of the Kiosk

- 2.4.1 Possession of allotted Kiosk will be handed over to the Lessee upon execution of Lease Deed(s).
- 2.4.2 Execution of Lease Deed(s) can be done only after a minimum payment of 40% of premium and one-year Lease Rent, in advance. On the date of execution of the Lease Deed there remains no outstanding amount payable to the YEIDA whether on account of installment towards the premium or any account head whatsoever.
- 2.4.3 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 and not more than 60 days from the issuance of checklist. In case possession is not taken by Allottee within 30 days of execution of lease deed then a charge of INR 10 per Sqmt per day shall be payable by the Allottee.

2.5 Variation in actual area of allotted Kiosk

- 2.5.1 The Area of the Kiosk stated in the brochure is approximate, the tenderer whose tender is accepted, shall have to accept any variation, up to 10% either way in the area of the commercial kiosk, for which the tender has been offered. The premium of the commercial kiosk will accordingly be calculated due to such variation in the area. The Allottee has to accept the allotment, if the variation in the size of kiosk is up to 10% of the area applied for. No dispute/ objection of the lessee would be entertained by the Lessor on the ground of variation in the size of plot. Allottee/ lessee would have also no right for change of kiosk or refund of money deposited by him on this account. If the variation between the kiosk area applied for 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 acceptance of the allotment, in such case the deposits made to YEIDA would be refunded without interest, provided that the Allottee applies

for refund within 30 days from the date of issue of Allotment Letter or within 30 days from the date of issue of checklist as the case may be.

- 2.5.2 In case the actual area of allotted kiosk is found to be more than the allotted area at the time of execution of lease deed, the additional area shall be allotted at the current prevailing allotment rate or the allotment rate as mentioned in the allotment letter whichever is more & the allottee shall be required to deposit full premium and one time lease rent of additional area within 60 days from the date of communication with applicable GST.

2.6 As is where is basis/Lease period

- 2.6.1 The Kiosks are offered for allotment on a “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. The Allottee shall be responsible for appropriate due diligence by visiting the Kiosk before Bid submission. No claim whatsoever is admissible on account of physical status of the land of the Kiosk offered for allotments.

2.7 Surrender

- 2.7.1 The Allottee can surrender the allotment with an online application 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.
- 2.7.2 In case the allotment is surrendered after 30 days from the date of allotment, the total deposited amount or 40% of total premium, whichever is less, along with deposited lease rent, extension & other charges etc. will be forfeited in favour of YEIDA. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest and nose parate notice shall be given in this regard.
- 2.7.3 The date of surrender in the above case shall be the date on which the application for surrender is received online via email “commercial@yamunaexpressway authority.com”. No subsequent claim on the basis of any postal certificate etc. will be entertained. The Allottee has to execute surrender deed, if Lease Deed/Transfer Deed has been executed then all the original legal documents are to be surrendered unconditionally to YEIDA.
- 2.7.4 After forfeiture of the amount as stated above, possession of the plot will be resumed by YEIDA, along with the structure thereupon, if any, and the Bidder/ Applicant/ Allottee/Lessee will have no right to claim any compensation thereon.
- 2.7.5 The Allottee will have to execute a Surrender Deed, on his own expense, before any refund from the Authority.

2.8 Change in Constitution (CIC)

- 2.8.1 Change in Constitution may be allowed by the YEIDA as per the prevailing policy of the Authority at the time of submission of CIC request letter by the Allottee and after payment of prescribed fees/charges.
- 2.8.2 In case of change in constitution of the Allottee, the Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Allottee fails to submit the application within 30 days, penalties may be imposed as per the prevailing policy.

2.9 Change in Shareholding (CIS)

- 2.9.1 Change in Shareholding may be allowed by the YEIDA as per the prevailing policy of

the Authority at the time of submission of CIS request letter by the Allottee and after payment of the prescribed fees/charges.

- 2.9.2 In case of change in shareholding of the Allottee, the Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Allottee fails to submit the application within 30 days, penalties may be imposed as per the prevailing policy.

2.10 Transfer of Kiosk

- 2.10.1 Transfer of Kiosk may be allowed by the YEIDA as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee and after payment of prescribed fees/charges and after declaring Kiosk functional.

2.11 Role of YEIDA as per IBC 2016

- 2.11.1 As per the definition of IBC (Indian Bankruptcy Code) 2016, YEIDA will be a Secure Financial Creditor and the lease deed executed shall be a Capital Lease Deed.
- 2.11.2 Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, YEIDA will be treated a Secure Financial Creditor and this lease deed shall be a Financial / Capital Lease Deed.
- 2.11.3 Under the circumstances, where the Lessee/Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, Lessor will be treated as Secure Financial Creditor and the dues (including penalties) of the Lessee/Allottees shall be recovered through this procedure, treating Lessor/ YEIDA as a Secure Financial Creditor.
- 2.11.4 All amounts that are payable by the Lessee/Allottee to the Lessor/ YEIDA under the Lease Deed, whether towards the outstanding premium after e-auction shall constitute a financial debt within the meaning of the IBC, 2016 AND the same shall constitute a charge on the leased property within the meaning of T.P. Act and / or IBC, 2016.
- 2.11.5 The Lessee/Allottee expressly agrees that till such time all dues payable to the Lessor/ YEIDA under these conditions, whether on account of unpaid premium or lease rent or any other account are duly paid and so acknowledged by the Lessor/ YEIDA, the leased premises shall remain a valuable security in the hands of the Lessor/ YEIDA so as to secure due payment under Lease Deed. The premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016. The Lessee/Allottee agrees that possession of lease land is given, which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the Lessor/Authority from its allottees shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.
- 2.11.6 The Lessor/ YEIDA shall always have first charge over the leased premise in contrast to every financial institution or Bank from whom the Lessee/Allottee may borrow funds for completion of the project on the leased premise or any allottee of the Lessee/ Allottee.

2.12 Maintenance

- 2.12.1 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of YEIDA or from the competent authority in this regard.
- i. The lessee shall make such arrangements as are necessary for maintenance of

the buildings and common services developed on the allotted Kiosk. 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. The Lessee 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.

- ii. 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.
- iii. The Allottee/Lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.
- iv. The Allottee/Lessee shall keep the demised premises and buildings and 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 Less or and to the convenience of the inhabitants/occupants of the place.
- v. The Allottee/Lessee 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 thereunder, and any other Act and Rules, from time to time.
- vi. In case of non-compliance of these terms of conditions and any other directions of YEIDA, YEIDA shall have the right to impose such penalty as it may consider just and/or expedient.

2.13 Mortgage

- 2.13.1 The Mortgage permission for payment of Kiosk allotted may be allowed by the YEIDA as per the prevailing policy of the Authority at the time of submission of Mortgage permission request letter by the Allottee and after execution of lease deed and making upto date payment and payment of prescribed fees/charges.
- 2.13.2 As per the mortgage permission issued by YEIDA, YEIDA will always hold the first charge towards payment of all outstanding dues and will remain Secure Financial Creditor as per definitions of IBC (Indian Bankruptcy Code) 2016.
- 2.13.3 The mortgage permission shall be granted after execution of lease deed, in favour of a scheduled Bank/Govt. organization/financial institution recognized/approved by the Reserve Bank of India for the purpose of raising resources, and balance payment against the allotted Kiosk, provided the allotment/lease of the Kiosk is neither cancelled nor any show cause notice has been issued to the Allottee/Lessee and has a valid time period for construction as per terms of the Lease Deed or has obtained valid extension of time for construction as the case may be and has cleared up to date dues of the Kiosk Premium and Lease Rent.
- 2.13.4 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.
- 2.13.5 Provided that in the event of for closure 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.

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

- (i) Sanction letter of the scheduled Bank/ Govt. organization/ financial institution approved by the Government of India.
- (ii) Clearance of upto date dues of the YEIDA and payment of Rs.5000/- with applicable GST.
- (iii) An affidavit that no violation of the terms and conditions of the allotment/lease deed has been done by the allottee/lessee/transferee and no prior mortgage permission has been obtained.

2.14 Issue of Mutation Letter

2.14.1 Application can be submitted by the Transferee at the concerned department along with the following documents:

- i. A certified copy of the Transfer Deed duly executed by the Transferor.
- ii. Copy of challan against payment of transfer charges in one of the Authorized bank shall be required.

2.15 Misuse, Additions, Alterations, etc.

2.15.1 The Allottee shall not use the Kiosk for any purpose other than that for which it has been allotted / leased. The Lessee / Allottee shall not be entitled to divide the Kiosk or amalgamate it with any other Kiosk. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure there on, if any, shall be resumed by the Authority without any payment.

2.15.2 The 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.

2.15.3 If the 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 who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by YEIDA in this regard.

2.16 Liability to Pay Taxes

2.16.1 The Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the lessor or any other authority empowered in this behalf, in respect of the Kiosk, whether such charges are imposed on the Kiosk or on the building constructed there on, from time to time.

2.17 Over riding Power over Dormant Properties

2.17.1 YEIDA reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the Kiosk 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 Shop/ Office/Showroom(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 of YEIDA on the amount of such compensation will be final and binding on the Applicant.

2.18 Consequences of mis-representation

2.18.1 If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Tenderer/ Applicant/ Allottee/ Lessee, the allotment of Kiosk shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the Tender/Applicant/ Allottee/ Lessee shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

2.19 Cancellation of Lease Deed

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

- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/ or fraud
- ii. Any violation of the directions issued or of the rules and regulations framed by YEIDA or by any other statutory body.
- iii. In case of default on the part of the Tenderer/ Applicant/Allottee/Lessee or any breach/violation of the terms and conditions of the tender, allotment, lease and/or non-deposit of the allotment amount, 3 consecutive instalments or any other dues.

2.19.2 If the allotment is cancelled on the grounds mentioned in Clause 2.19.1 (i) above, the entire amount deposited by the Tenderer/ Applicant/ Allottee,/ Lessee till the date of cancellation/determination, shall be forfeited by YEIDA and no claim, whatsoever, shall be entertained in this regard.

2.19.3 If the allotment is cancelled on the grounds mentioned in Clause 2.19.1(ii) or Clause (iii) above, 30% of total premium of Kiosk or total premium deposited, whichever is less, along with deposited lease rent, extension & other charges etc. will be forfeited in favour of YEIDA. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard.

2.19.4 After forfeiture of the amount as stated above, possession of the Kiosk will be resumed by YEIDA, along with the structure there upon, if any, and the Tenderer/Applicant/Allottee/Lessee will have no right to claim any compensation thereon.

2.20 Restoration

2.20.1 YEIDA can exercise cancellation of Kiosk for breach of Terms and Conditions of Allotment letter / Lease Deed/ Transfer Deed. However, CEO or Authorized Officer of YEIDA can restore the Kiosk. There restoration will be subject to the following conditions:

- i. The application of restoration of Kiosk shall be made within 60 days from the date of cancellation.
- ii. The decision about the restoration of the Kiosk will be taken by the CEO or Authorized Officer of YEIDA within a period of 6 months after the date of cancellation.
- iii. The Allottee shall have to pay restoration charges @10% of the total premium of

the Kiosk at prevailing rate calculated on the date of restoration with applicable GST.

- iv. If restoration is due to court order, the Allottee has to close the case first.
- v. The Allottee will have to make up to date payment of all dues, penalties & interest etc.as applicable.
- vi. The Allottee has to pay time extension charges as per terms of allotment/lease.
- vii. The Allottee has to submit Performance Bank Guarantee (PBG) of timeline given in Schedule, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of PBG will be 10% of the prevailing price of the Kiosk.
- viii. No Court case is pending on Allottee.
- ix. All legal expenses would be borne by the Allottee.
- x. In case allotment had been cancelled due to illegal/unauthorized/ non-permissible activities the restoration of the Kiosks shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized/ non-permissible activities in future and closure/removal of illegal/unauthorized/ non-permissible activities.
- xi. In case of restoration in prepossession cases, the Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

2.21 Functional

2.21.1 The Allottee/Lessee shall have to obtain functional certificate from the Authority within one year from the due date of execution of lease deed.

2.21.2 The Allottee/ Lessee shall have to make the Commercial Kiosk functional and obtain functional certificate within the period as stipulated herein. Any two of the following documents would be required in proof of commercial Kiosk become functional:

1. Electric Meter Sealing Certificate and Electricity Consumption Bill.
2. Telephone Bill/ Demand note payment certificate by Telephone agency.
3. Trade Tax Registration Certificate.
4. Shop and Establishment Registration Certificate.
5. Site report of the Kiosk from the Project department.
6. No-dues certificate from property department.

Out of the above documents, certified copies of Electric Meter Sealing Certificate issued by concerned Electricity Department and electric consumption bills are compulsory for declaring a commercial unit functional. Date of issue of Electric Meter Sealing Certificate/Trade Tax Certificate/ Registration Certificate under shop Establishment Act, whichever is earlier, shall be considered the date of functional of a commercial establishment. An Affidavit duly notarized on a stamp paper of Rs. 10/- declaring the date of commercial establishment functional (in original) is also compulsory.

2.21.3 Without prejudice to the Authority's right of cancellation, the extension of time for the making Kiosk functional, can be extended for a maximum period of another 2 years only with penalty as under:

- i. For first six months the penalty shall be 4% of total premium.
- ii. For second six months the penalty shall be 5% of total premium.
- iii. For third six months the penalty shall be 6% of total premium.
- iv. For fourth six months the penalty shall be 7% of total premium and no further time extension shall be allowed thereafter under any circumstances and allotment shall be cancelled.

2.21.4 Allottee/Lessee will be allowed to rent out the Kiosk only after making the Kiosk functional and after obtaining the functional certificate from the concerned department of the Authority. At the time of such permission there should be no dues pending towards the allottee/lessee. Allottee/lessee shall have to pay the requisite processing fee as prescribed at the time of granting such permission with the applicable GST. Allottee/lessee will have to execute the rent agreement and get it registered at the sub-registrar with payment of requisite incidental charges as applicable and same shall be notified to the lessor within 30 days.

2.21.5 In case of failure to comply with the above-mentioned condition, the allotment / lease shall be liable to be cancelled and the amount deposited till the date of cancellation shall be forfeited in favour of the Authority and the Allottee/ Lessee shall have no right to claim compensation thereof.

2.21.6 Applicants who do not have a firm commitment to make the allotted commercial establishment functional within the time limits prescribed above are advised not to avail the allotment.

2.22 Other Clauses

- i. The Authority reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee in the public interest.
- ii. If due to force majeure/unavoidable circumstances the possession of Kiosk is not handed over to the Allottee, the full amount deposited by the Allottee would be refunded along with the simple interest @ 4% per Annum for the period of deposit exceeding one year.
- iii. If due to force majeure/unavoidable circumstances, the Authority is unable to allot the Kiosk, the earnest money deposited by applicant would be refunded. However, no interest on the deposits will be paid to the applicant.
- iv. In case there is any change of reserve price of allotment from any order of Honorable High Court/Supreme Court or Government of Uttar Pradesh, the Allottee/Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.
- v. 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.
- vi. 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 as are issued there under from time to time.
- vii. Any dispute between the Lessor and Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad.
- viii. The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before submission of application form/interview for allotment.

- ix. Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee.
- x. For all disputes on any issue pertaining to allotment/lease, the jurisdiction of disputes will be the District Court, Gautam Budh Nagar and/or the High Court of Judicature at Allahabad.
- xi. The Allottee will be governed by the provisions of U.P. Industrial Area Development Act, 1976 and by the Rules/Regulations framed or directions issued there under.
- xii. In case an existing link road comes anywhere in the Kiosk area, it shall be managed by the Allottee/Lessee till an alternate arrangement is made by YEIDA.
- xiii. All arrears due to the Less or 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 may be cancelled and entire money deposited shall be forfeited.
- xv. YEIDA in larger public interest has the Authority 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 YEIDA shall be final and binding on the Allottee/Lessee.
- xvi. The Allottee / Lessee shall have to make sufficient provision of parking in the Kiosk itself.
- xvii. All payment of this scheme has to be made with applicable GST. GST will be over and above the cost of premium, lease rent, penal interest, lease, deed penalty, Construction penalty etc.

ANNEXURES-TECHNICAL FORMS

3.1 Application Form

Self Attested
Photo of applicant /
authorized signatory

To
The Chief Executive Officer,
Yamuna Expressway Industrial Development Authority
First floor, Commercial, Block P-2, Sector-Omega-1
Greater Noida, Uttar Pradesh 201308.

Subject: Application for allotment of _____ (insert the type of Kiosk to be allotted) Kiosk

Dear Sir/ Madam,

We hereby submit our application form for allotment of _____ (insert the type of Kiosk to be allotted) Kiosk to establish _____ on an area of _____ Sq.mt.

We hereby agree to pay allotment money/installments/Lease Rent etc. as per payment plan and Rates/premium of allotment herein after mentioned in the Data Sheet and General Terms and Conditions.

We are enclosing herewith the following documents:

- a) Certificate of authorization in favor of Shri/Smt./Ms. _____
S/o/D/o _____ who is signing as (status) _____
_____ on behalf M/s _____
_____ (Name of the Applicant) constituted/ registered under _____
(Please mention Act of Government of India / State Government)

- b) This entire document, including all terms and conditions is enclosed herewith which will be duly signed by the authorized signatory upon submission as acceptance of the terms and conditions of the allotment of land.

- c) Certificate of authorization in favor of Shri/Smt./Ms. _____
S/o/D/o _____ who is signing as (status) _____
_____ on behalf M/s _____
_____ (Name of the Applicant) constituted/registered under _____
GSTN Number (If registered) _____
PAN Number _____
(Please mention Act of Government of India/State Government)

d) This entire document, including all terms and conditions is enclosed herewith which will be duly signed by the authorized signatory upon submission as acceptance of the terms and conditions of the allotment of land.

e) Refund Account Details (For the purpose of refund or earnest money of unsuccessful applicants)

Name of Bank & Branch _____

Bank Account No. _____

IFSC Code: _____

Date _____

Address of Applicant _____

Phone _____ Fax _____

E-mail : _____

Signature of Authorized signatory

Stamp of Applicant with name & designation

NOTE:

The Applicants for reserved Kiosk has to submit true certified copy of the eligibility condition:

1. In case of villagers' category, proof of land acquired by YEIDA.
2. Original form will be duly filled and signed by the applicant and submitted along with a self-attested photocopy of the completed document.

3.2 FORMAT FOR AFFIDAVIT

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

Ref.: Application of _____ (insert the type of Kiosk to be allotted) Kiosks Yamuna Expressway Industrial Development Authority Area.

1. I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexures & Formats, are true and correct and nothing has been concealed.
2. I, the undersigned, do hereby submit that If I am found defaulter of YEIDA at any point of time, then allotment shall be deemed as cancelled.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent in formation deemed necessary and requested by YEIDA to verify this statement or regarding my (our) competence and general reputation.

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

प्रतिभूपत्र- I

मैं पुत्र श्री ग्राम
 का निवासी हूँ तथा ग्राम के खाता संख्या
 खसरा संख्या में मेरा भाग क्षेत्रफल था जिसका अर्जन सुनियोजित
 विकास हेतु यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण या जेवर एयरपोर्ट द्वारा किया गया है।

यह कि उपरोक्त भूमि खाता संख्या खसरा संख्या क्षेत्रफल
 स्थित ग्राम की भू अर्जन अधिनियम 1894 की धारा 4 (1)/17 की अधिसूचना
 दिनांक को धारा 6/17 की अधिसूचना दिनांक को जारी होकर कब्जा
 दिनांक को यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण या जेवर एयरपोर्ट को हस्तांतरित हुआ है।

यह कि मेरे द्वारा अधिग्रहित भूमि का समस्त प्रतिकर बिना किसी आपत्ति के करार/सहमति के आधार पर प्राप्त कर लिया
 गया है। यह कि मेरे द्वारा प्राधिकरण के साथ अथवा सह खातेदारों के साथ कोई विवाद न्यायालय में लंबित नहीं है तथा प्राधिकरण या
 जेवर एयरपोर्ट की अर्जित भूमि पर मेरे द्वारा कोई अतिक्रमण नहीं किया गया है।

आवेदक के हस्ताक्षर

सत्यापन : भूलेख विभाग

प्रमाणित किया जाता है कि आवेदक द्वारा दिया गया उपरोक्त विवरण प्राधिकरण रिकार्ड/जानकारी में सच व सही है।

तहसीलदार, यमुना प्राधिकरण

प्रतिभूपत्र- II

मैं पुत्र श्री निवासी ग्राम के
 खाता संख्या खसरा संख्या क्षेत्रफल स्थित
 ग्राम का स्वामी हूँ।

यह कि उपरोक्त भूमि खाता संख्या खसरा संख्या क्षेत्रफल
 स्थित ग्राम का अधिग्रहण (धारा 4/17, 6/17) दिनांक को प्राधिकरण या जेवर
 एयरपोर्ट के लिए किया जा चुका है।

यह कि मेरे द्वारा प्राधिकरण या जेवर एयरपोर्ट की अधिग्रहित भूमि पर कोई अतिक्रमण नहीं किया गया है।

मेरे द्वारा प्राधिकरण या जेवर एयरपोर्ट का कोई विकास कार्य बाधित नहीं किया जा रहा है और न ही किसी भूमि पर
 अतिक्रमण किया गया है।

आवेदक के हस्ताक्षर

सत्यापन : अभियंत्रण विभाग

प्रमाणित किया जाता है कि आवेदक द्वारा दिया गया उपरोक्त विवरण प्राधिकरण रिकार्ड/जानकारी में सच व सही है।

वरिष्ठ प्रबन्धक यमुना प्राधिकरण

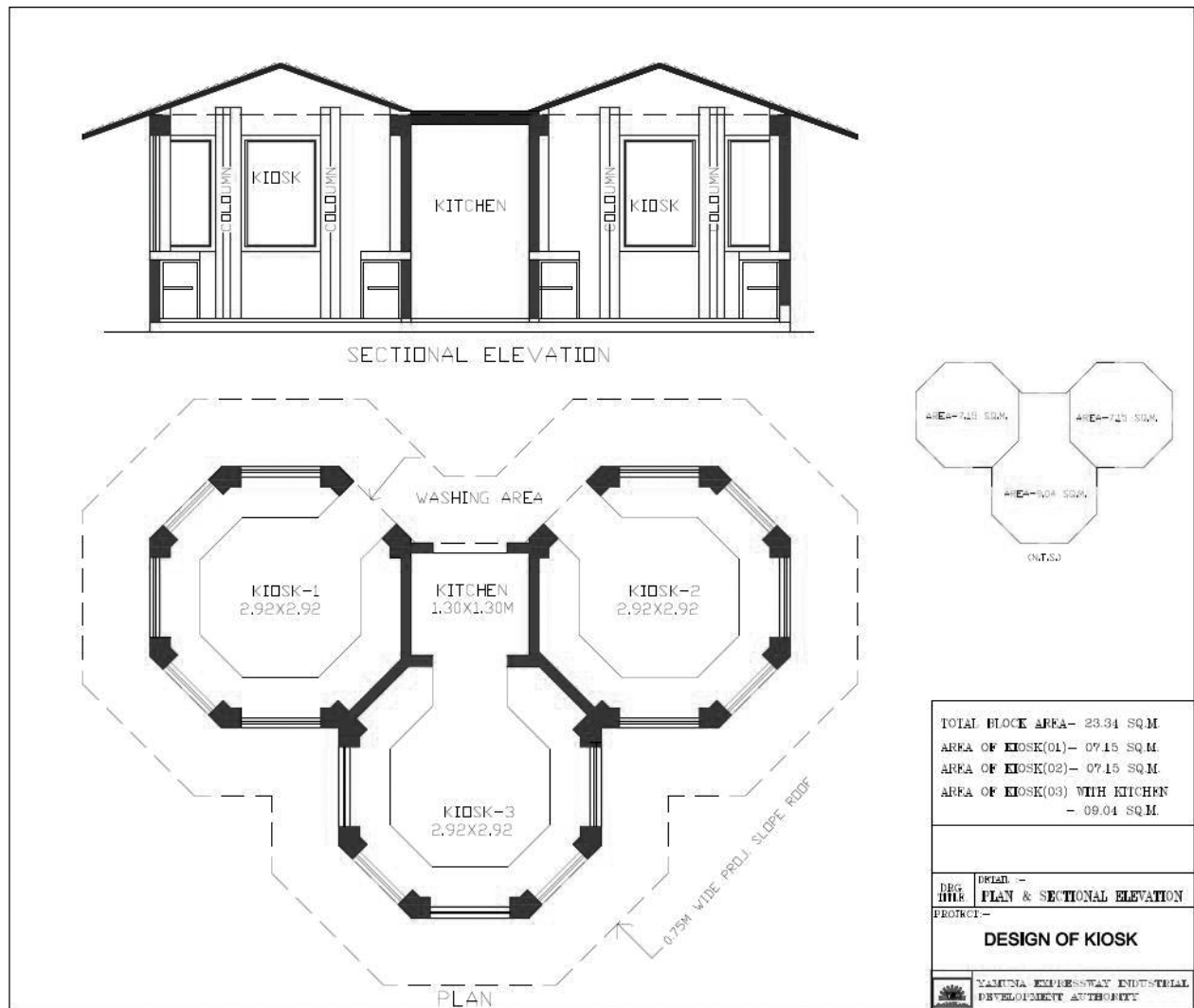
3.3 LIST OF KIOSK

Sr. No.	Kiosk No Sector	Area of Kiosk (in Sq.m)	Total Amount	(Processing fee)+ GST (Non-Adjustable & Non-Refundable)	EMD
1	K-02/Sector-22D	7.15	8,18,000.00	10000/-+18% Applicable GST	81,800.00
2	K-03/Sector-22D	9.04	10,35,000.00	10000/-+18% Applicable GST	1,03,500.00
3	K-02/Sector-20	9.59	10,98,000.00	10000/-+18% Applicable GST	1,09,800.00

K- Kiosk

Note:

1. Processing Fee is Non-Adjustable & Non-Refundable.
2. The GST liability as per applicable rates at the time of payment shall be borne by the allottee itself under Reverse Charge Mechanism vide Notification N.13/2017 S. So.5, 5A dated 28.06.2017. The premium amount mentioned above does not include GST. GST on services provided to business entities would be deposited by the recipient of services under reverse charge mechanism. If the allottee does not has the GSTN number then he will have to deposit the GST in the prescribed bank with challan and inform the Authority same day or next day positively.
3. The Number of kiosk may increase/decrease as indicated in the chart above.
4. The allotment shall be made at the price quoted above reserve price through bidding/E-auction. Bids will be accepted above reserved price only.
5. Bidders shall be able to increase the bid in accordance with the incremental value mentioned above.





This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal grey lines across its entire width, providing a guide for handwriting or typing. The background is a clean, solid white color.

[illegible]



This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal grey lines across its entire width, providing a guide for handwriting or typing. The paper itself is a clean, off-white color.

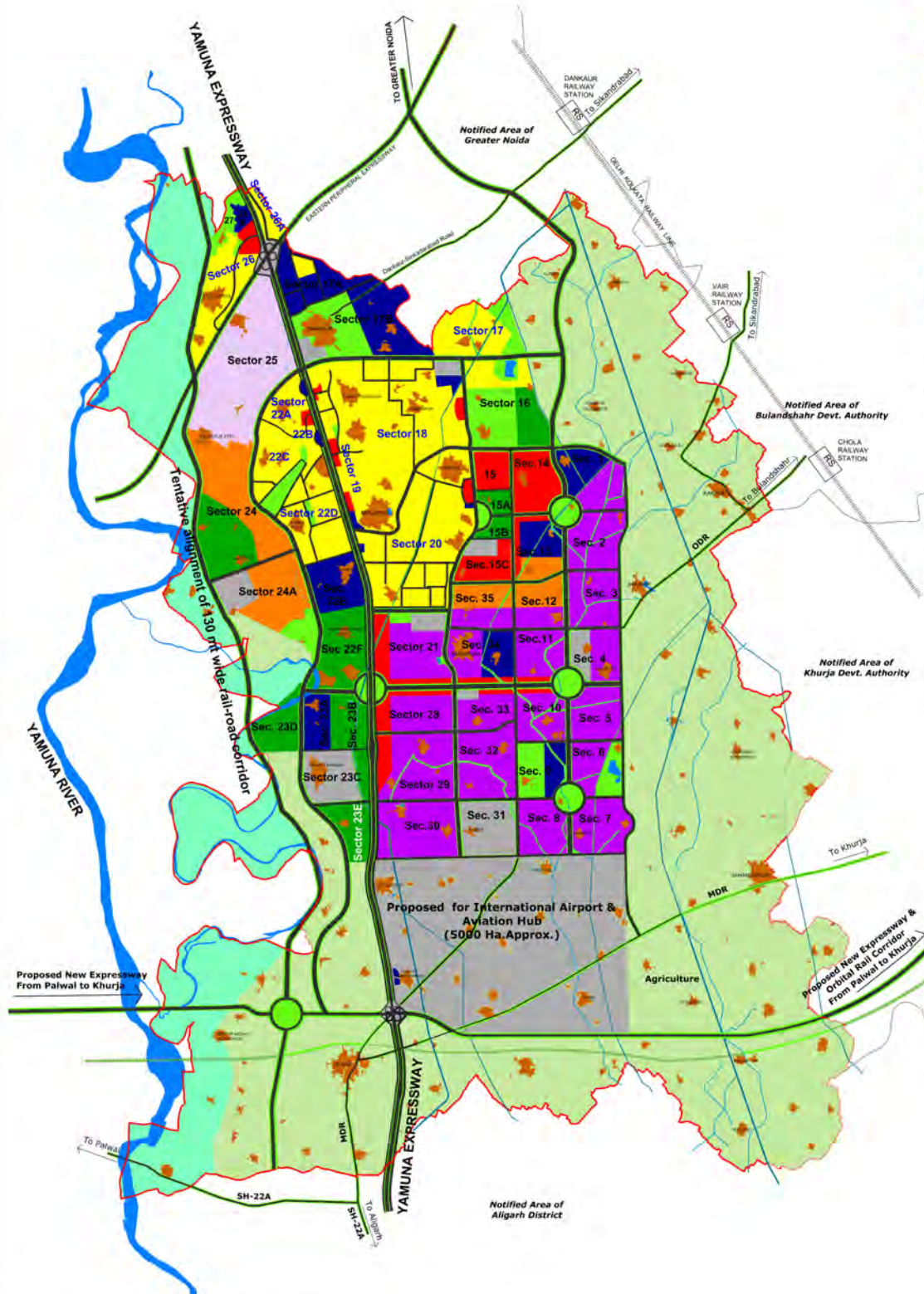
MASTER PLAN FOR YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AREA (PHASE - I) - 2031

(For Notified Area of GautamBudh Nagar & Bulandshahr District)

LEGEND:-

- RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- INSTITUTIONAL
- MIXED USE
- SDZ / SPORTS CITY
- TRANSPORTAT (Including city level transport facilities)
- RIVER FRONT DEVELOPMENT
- GREENBELTS & PARKS
- RECREATIONAL GREENS
- AGRICULTURE
- WATER BODIES
- VILLAGE ABADI
- RS RAILWAY STATION
- LOCATION FOR GRADE SEPARATOR
- ROAD NETWORK
 - 130m ROW
 - 120m ROW
 - 100m ROW
 - 75m ROW
 - 60m ROW
 - 45m ROW
 - 30m ROW
- CANAL WITH GREEN BELT
- RAILWAY TRACK
- NOTIFIED AREA BOUNDARY

APPROVED IN BOARD MEETING (BY CIRCULATION)
DATED - 19.08.2013



NOTE:

1. Area of abadi is indicative only. Its extents shall be determined on the basis of actual field survey and revenue records.
2. Boundary 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.

0 0.5 2 3 4 5 kms.



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

TITLE : Master Plan

NOT FOR SALE