



Unlock Potential Investment with
HOTEL PLOTS
Near NOIDA International Airport, Jewar

**Allotment
through
e-auction**



HOTEL PLOTS AT SECTOR 28
Scheme Code CHP-02-2023



Yamuna Expressway Industrial Development Authority
(U.P. Government Undertaking)

First Floor, Commercial Complex, Block - P-2, Sector-Omega-I, Greater Noida - 201315

District - Gautam Budh Nagar (UP), Ph: 0120-2395152 / 57, Fax: 0120-2395150, Website: www.yamunaexpresswayauthority.com



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, Block P-2, Sector-Omega-1,
Greater Noida, Uttar Pradesh 201308.

SCHEME FOR

Commercial Hotel Plots in Yeida City

SCHEME CODE: CHP-02-2023

| | |
|--|------------------------------------|
| Scheme Opens on | 01.11.2023 at 11.00 AM onwards |
| Scheme Closes on | 20.11.2023 at 5:00 pm |
| Start Date & Timing for Registration | 01.11.2023 at 11.00 AM onwards |
| End Date & Timing for Registration | 20-11-2023 up to 5:00 pm |
| End Date and Timing for Submission of Brochure Fees, Processing Fees & EMD | 18.11.2023 up to 5.00 pm |
| Final Bid Submission | 20.11.2023 up to 5.00 pm |
| Pre-Bid Meeting | 16.11. 2023 |
| Date & Timing for Display of Names of Qualified Bidders | 23.11. 2023 at 5:00 pm |
| Date & Time for E-Auction | 29.11.2023 from 11:00 AM to 2:00pm |

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

TABLE OF CONTENTS

CONTENTS

Table of contents

| | |
|--|------------|
| Data sheet | 6-8 |
| 1 Section I: Instructions to the Bidders/Applicants | 9 |
| 1.1 Definitions: | 9-10 |
| 1.2 Eligibility Criteria | 10-11 |
| 1.3 Qualification Criteria | 12 |
| 1.4 How to apply & Acceptance of Bid | 12-14 |
| 1.5 Language and currency | 14 |
| 1.6 Applicant's responsibility | 14 |
| 1.7 Documents required with Application | 14-16 |
| 1.8 Allotment process | 16 |
| 1.9 Extension of time limit for deposit of Allotment money | 16 |
| 1.10 Payment options & schedule | 16-17 |
| 1.11 Unsuccessful applicants | 17 |
| 2 Section II: Special Conditions | 18 |
| 2.1 Implementation & Extension | 18 |
| 2.2 Development Norms: | 18 |
| 2.3 Functional | 19-20 |
| 3 Section III: General terms and conditions | 21 |
| 3.1 Execution of Lease Deed | 21 |
| 3.2 Lease Rent | 21 |
| 3.3 Location charges | 22 |
| 3.4 Possession of the plot | 22 |
| 3.5 Variation in actual area of allotted plot | 22 |
| 3.6 As is where basis/ Lease period | 22 |
| 3.7 Surrender | 22 |
| 3.8 Change in Constitution (CIC) | 22-23 |
| 3.9 Change in Shareholding (CIS) | 23 |
| 3.10 Transfer of Plot | 23 |
| 3.11 Role of YEIDA as per IBC 2016 | 23 |
| 3.12 Maintenance | 23-24 |
| 3.13 Mortgage | 24 |
| 3.14 Issue of Mutation Letter | 24 |
| 3.15 Misuse, Additions, Alterations, etc. | 24 |

TABLE OF CONTENTS

CONTENTS

| | | |
|----------|--|-----------|
| 3.16 | Indemnity | 24 |
| 3.17 | Liability to Pay Taxes | 24-25 |
| 3.18 | Overriding Power over Dormant Properties | 25 |
| 3.19 | Consequences of mis-representation | 25 |
| 3.20 | Cancellation of Lease Deed | 25 |
| 3.21 | Restoration | 25-26 |
| 3.22 | Other Clauses | 26-27 |
| 4 | Annexures – Technical forms | 28 |
| 4.1 | Application form | 28-29 |
| 4.2 | Financial statement of turnover | 30 |
| 4.3 | Financial statement of Net Worth | 31 |
| 4.4 | Solvency certificate | 32 |
| 4.5 | Format for affidavit | 33 |
| 4.6 | Annexures – Financial forms | 34 |

Data Sheet

| # | Head | Details | | |
|-----|--|---|--|---|
| 1. | Date of opening of the Scheme | 01-11-2023 | | |
| 2. | Date of closure of the scheme/last date of submission of application form/Bid | 20-11-2023 | | |
| 3. | Date of opening of Bids | As mentioned in the Brochure | | |
| 4. | Issuance of Allotment Letter | Allotment Letter will be issued within 30 days after the date of E-Auction | | |
| 5. | 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-I, Greater Noida, Uttar Pradesh 201310 Email: commercial@yamunaexpresswayauthority.com Phone No: 8795490656 Website: www.yamunaexpresswayauthority.com | | |
| 6. | Allotment method for the scheme | E-Auction | | |
| 7. | Availability of scheme brochure (YEIDA) | Can be downloaded from the Authority's website www.yamuna-expresswayauthority.com on payment | | |
| 8. | Price of the scheme Brochure | Rs. 50,000/- + 18% GST | | |
| 9. | Processing Fee | <div>Plot No. H-2 Sector 28 Plot Area= 5,000 Sqm</div> <div>INR 3.0 lakhs +18% GST</div> | <div>Plot No. H-3 Sector 28 Plot Area= 10,000 Sqm</div> <div>INR 6.30 Lakhs + 18% GST</div> | <div>Plot No. H-11 Sector 28 Plot Area= 3,400 Sqm</div> <div>INR 2.01 Lakhs +18% GST</div> |
| | | Non-refundable/ non-adjustable plot-area wise processing fee as mentioned above shall be deposited through online portal of YEIDA or via RTGS/NEFT/Net banking. | | |
| 10. | Earnest Money Deposit | <div>Plot No. H-2 Sector 28 Plot Area= 5,000 Sqm</div> <div>INR 3.0 Crores</div> | <div>Plot No. H-3 Sector 28 Plot Area= 10,000 Sqm</div> <div>INR 6.30 Crores</div> | <div>Plot No. H-11 Sector 28 Plot Area= 3,400 Sqm</div> <div>INR 2.01 Crores</div> |
| | | as mentioned above shall be deposited through online portal of YEIDA or via RTGS/NEFT/Net banking. | | |
| 11. | Allotment Money | Allottee/successful bidder shall have to deposit 40% of total Premium/cost of the Hotel plot after adjusting the earnest. Money deposited earlier at the time submission of Application/ Bid within 60 days of the date 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 the plot shall be cancelled, and money deposited as Earnest Money shall be forfeited. The time extension to deposit allotment money for 60 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. | | |

| | | |
|-----|-------------------------------|--|
| 12. | Payment Plan | <p>1. Allottee shall have to deposit 10% as Earnest Money Deposit with applicable GST.</p> <p>2. The Allotment Money as 40% of total premium of the Hotel plot after adjusting earnest money deposited earlier shall have to be deposited within 60 days from the date of issue of Allotment Letter with applicable GST.</p> <p>In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of Hotel Plot shall be cancelled, and money deposited as Earnest Money shall be forfeited. The time extension to deposit allotment money for 60 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 10.0% 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 10.0%+3.0%=13.0% 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 @ 10.0% per annum is applicable from 1st July, 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> |
| 13. | 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/- +GST. |
| 14. | Transfer | <p>Transfer of plot 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 making the project functional and compliance of the following for the same purpose as allotment:-</p> <ul style="list-style-type: none"> i) payment of prescribed fees/charges, ii) clearance of all up to date dues, and overdue installments towards premium of land iii) after making the plot functional |
| 15. | Period of lease | The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed. |
| 16. | Preferential Location Charges | <p>Corner Plot- 5%</p> <p>Green Belt- 5%</p> <p>Roadside (45 meters and above)- 5%</p> <p>Total Max Preferential Location Charges -15%</p> |
| 17. | Reserve Price | 59,100/- per sqm + applicable PLC |
| 18. | Rate of annual Lease Rent | 2.5% of the total premium of the plot to be increased by 50% every ten years with applicable GST. |

| | | |
|-----|-------------------------------|--|
| 19. | Construction Period | <p>Time limit for obtaining Completion Certificate of first phase as per building bye- laws (from the date of execution of Lease Deed): 3 Years</p> <p>Time limit for obtaining Completion Certificate for full project (from the date of execution of Lease Deed): 5 Years</p> <p>Minimum requirement for sanction/completion shall be as per the Brochure and Building Byelaws</p> |
| 20. | Amalgamation or Sub- division | <p>No amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.</p> |

1 Section I: Instructions to the Bidders/Applicants

1.1 Definitions:

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

- i) "Authority" means the Yamuna Expressway Industrial Development Authority
- ii) "Authorised 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 within the given time period
- v) "Allottee" is the entity whose bid for allotment has been approved by the competent officer
- vi) "Allotment committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment under the advertised scheme.
- vii) "Bidder/Applicant" is the person/entity who has submitted bid in response to this scheme.
- viii) "Building Byelaws/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) "Consortium" refers to the group of entities (not exceeding 4) jointly submitting the Bid as a Bidder. Each of the members of the Consortium shall individually be referred to as "Consortium Member".
- xi) "Day" means calendar day
- xii) "Functional certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
- xiii) "Government" means the Government of Uttar Pradesh
- xiv) "Lead Member" means
 - a. where the Applicant/Bidder is a Consortium, the Consortium Member having at least 30% stake in the Consortium, meeting the Eligibility Criteria, by itself and designated as the "Lead Member" of such Consortium by all the Consortium Members.
 - 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.
- xv) "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.
- xvi) "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
- xvii) "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 Premium and Lease Rent, but still retains ownership.
- xviii) "Lessee" is the person/entity who holds the lease of a property or tenant

- xix) "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is YEIDA.
- xx) "Transfer Deed" is a contractual agreement by which a property (herein land) is transferred from its legal Lessee to another party.
- xxi) "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
- xxii) "Sub-Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property.
- xxiii) "Mutation letter" is the letter issued by competent Authority for change of name on a property
- xxiv) "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.
- xxv) "Total Premium of the plot" is the total amount payable to the Authority calculated as the quoted bid price per sqm multiplied by the total area of the plot. (GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium).
- xxvi) "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xxvii) "P.T.M." Permission to Mortgage.

1.12 Plots available for Allotment

| S. No. | Plot No. | Sector | Area of Plot (in sqm.) | Reserve Price (in Rs.) | Applicable %age of PLC (Preferential Location Charges) | Reserve Price for bidding including PLC | Total Premium at Reserve Price including PLC (in Rs. Crores) | Earnest Money including PLC (in Rs. Crores) | Incremental value for Bidding |
|--------|----------|-----------|------------------------|------------------------|--|---|--|---|-------------------------------|
| 2 | H-2 | Sector-28 | 5000 | Rs. 59100/- | 0% | 59100/- | 29.55 Crores | 3.00 Crores | 30 Lakhs |
| 3 | H-3 | Sector-28 | 10000 | Rs. 59100/- | 5% | 62055/- | 62.06 Crores | 6.30 Crores | 63Lakhs |
| 4 | H-11 | Sector-28 | 3400 | Rs. 59100/- | 0% | 59100/- | 20.10 Crores | 2.01 Crores | 20 Lakhs |

Note: -

- Plot size of 3400 sqm. is for Budget Hotels.
- Number of plots available may increase or decrease.
- Bids above the reserve price including PLC shall be accepted only.
- Bids in the form of total premium of the plot and incremental value shall be accepted only.

1.2 Eligibility Criteria

- 1.2.1 Any Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public Limited Company or Consortium of any of these can submit Bid(s) for one or more than one plot. The firms and the companies should be registered in India.
- 1.2.2 The Bidder should be competent to contract.
- 1.2.3 A separate application form/Bid shall be required to be submitted for each plot.
- 1.2.4 In case where the plot is greater than or equal to 3,000 Sqm, the Bidder may form a consortium as per the following conditions:
 - Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with the Yamuna Expressway Industrial Development 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 the hotel Plot entire project has been obtained for the project from YEIDA. The each

member of the consortium will have equity stake of at least 10%. The group of entities jointly submitting the Bid as a Consortium shall not exceed 4 (four).

- The Lead Member and the Consortium Members should jointly qualify the minimum financial requirement of Net worth, Solvency and Turnover in proportion to their percentage shareholding in the consortium created and shall be calculated as illustrated in the following example:
 - o In case of a consortium with the following shareholding:
 - Lead Member = 40% Share
 - Consortium Member = 20% Share
 - Consortium Member = 20% Share
 - Consortium Member = 20% Share
 - o In this case, the Net worth/ Solvency/ Turnover for the consortium shall be sum of Eligible Net worth/ Solvency/Turnover in proportion to their percentage shareholding in the consortium. The Eligible Net worth/ Solvency/ Turnover for the individual Consortium Members shall be calculated as follows:
 - Eligible Net worth/Solvency/Turnover for a Consortium Member = Shareholding Percentage x Net worth of Consortium Member
 - o For example, if the Total Net Worth of Consortium members is as follows:
 - Lead Member = 50 Crore
 - Consortium Member = 20 Crore
 - Consortium Member = 20 Crore
 - Consortium Member = 20 Crore
 - o The Eligible Net Worth shall be as follows:
 - Lead Member = 40% x 50 Crore = 20 Crore
 - Consortium Member = 20% x 20 Crore = 4 Crore
 - Consortium Member = 20% x 20 Crore = 4 Crore
 - Consortium Member = 20% x 20 Crore = 4 Crore

In this case, the Total Net worth of Consortium shall be:
 $20 + 4 + 4 = 32$ Crores
- All Consortium Members shall be jointly and severally responsible for the successful implementation of the Project.
- Minimum Net worth as per the Financial Eligibility Criteria is to be maintained by the consortium till the issuance of Completion Certificate by YEIDA.
- In case of a Consortium, the members shall submit an irrevocable 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 duly registered/notarized with appropriate authority.
- In case a plot is allotted to Consortium, they have to form a Special Purpose Company (SPC) that will subsequently carryout all its responsibilities as the Allottee. The SPC must necessarily be Firm/Company registered in India with the appropriate Statutory Authority. The shareholding and Lead member of the SPC shall be same as the MOA signed between all Consortium members. Lease deed can be executed in favour of the Special Purposed Company (SPC). No member (Lead or Relevant) of the consortium will be allowed to exit before completion of the whole project.
- All SPC Members/Shareholders shall be jointly and severely responsible for the successful implementation of the Project.
- All Members/Shareholders of the SPC shall have to maintain 100% shareholding/ownership and their shareholding/ownership percentage shall remain same till Completion Certificate for the entire project has been obtained from YEIDA/Lessor.

1.3 Qualification Criteria

1.3.1 Financial Eligibility Criteria:

| S. No. | Parameters | Plot Size = 10,000 sqm | Plot Size = 5,000 sqm | Plot Size = 3,400 sqm |
|--------|---|------------------------|-----------------------|-----------------------|
| I | Minimum Net Worth as on 31.3.2023 duly certified by the Bidder/Applicant's statutory auditors/ Chartered Accountant | INR 50 Crores | INR 20 Crores | INR 15 Crores |
| II | Minimum Solvency as per Certificate not more than 6 months old, from a Nationalised/ Scheduled Bank | INR 30 Crores | INR 15 Crores | INR 10 Crores |
| II | Minimum Total Turnover for the last 3 accounting years duly audited by the Bidder/Applicant's statutory auditors / Chartered Accountant i.e. 2020-21, 2021-22 and 2022-2023 as per the last published balance sheets. | INR 100 Crores | INR 50 Crores | INR 30 Crores |

1.3.2 Technical Experience

| S. No. | Parameters | Plot Size = 10,000 sqm | Plot Size = 5,000 sqm | Plot Size = 3,400 sqm |
|--------|--|--|-----------------------|-----------------------|
| 1 | Star Category | Applicants have to fulfill the star category criteria as per star category certificate of HARCC () / others statutory Organization. Applicant has to follow building Bylaws of Yeida. | | |
| 2 | Built-up Area of completed Hotel projects with issuance of completion certificate from the competent authority | 20,000 sqm. | 10,000 sqm. | 6,000 sqm. |

Note: -

- Plot size of 3400 sqm. is for Budget Hotel.
- For all plots Applicants shall have to qualify the financial as well as technical eligibility criteria to participate in the E-Auction process.

A. The Applicant/Bidder must have experience of having developed and successful running of hotels within India or internationally.

Note: Bidder(s)/Applicant(s) which are part of the defaulters' lists as per record of YEIDA on the last date of Bid Submission are not eligible to participate and their Bids shall be automatically disqualified.

1.4 How to apply & Acceptance of Bid

1.4.1 The scheme brochure can be downloaded from the Authority's website www.yamunaexpresswayauthority.com on payment of prescribed charges. The application shall be submitted online through E-Auction. Processing fee and registration money as given in Data Sheet shall be deposited online payment gateway portal of YEIDA or through RTGS/NEFT/Net banking. Interested parties will need to register and obtain user ID and password on the portal and thereafter deposit non-refundable and nonadjustable Processing Fees as mentioned in the Data Sheet with 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.

1.4.2 Interested parties will need to register and obtain user ID and password on the portal <https://yeida.auctiontiger.net> with payment of Rs. 1000/- and GST extra as per applicable rules and thereafter deposit non-refundable and non-adjustable E-Brochure document fees of Rs. 50,000/- (Rs. Fifty

Thousand only) and Processing Fees as mentioned in the Data Sheet with GST extra as per applicable rules separately against each property for participation in the e-Auction through online payment on or before 18.11.2023 by 5.00 pm. YEIDA will not be responsible for any payment after that and bid will not be considered.

- 1.4.3 Post registration, Bidder/Applicant shall proceed for login by using his ID and password. Bidder shall proceed to select the plot 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.
- 1.4.4 Customer Care for technical support on registration, deposit of fees, e-auction etc. Phone: 079-68136837/68880/6895/6806/6800. email: support@auctiontiger.net. User Manual for registration process, e-Brochure Fees/processing fees/ EMD submission & e-Auction/e-bidding process is uploaded on <https://yeida.auctiontiger.net>.
- 1.4.5 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 request/complaint regarding the connectivity of internet at the Bidder's/Applicant's end will not be entertained in any form and shall not be basis of cancellation of the bidding process.
- 1.4.6 Bidder is required to deposit a separate EMD for each advertised property.
- 1.4.7 Bidding will not be permissible below the reserve price rate of the plot. More than two bids above the reserve price by more than two bidders are mandatory to allot any hotel plot.
- 1.4.8 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.
- 1.4.9 Authority reserves the right to accept or reject any or all the bids or cancel/postpone the e-Auction without assigning any reason.
- 1.4.10 There will be no correspondence on issues/grounds raised in Disqualified Bids.
- 1.4.11 E-Auction will be done on the basis of Total Premium of the Commercial Hotel Plot with a minimum bidding increase (incremental value) as below :-

| S. No. | Parameters | Plot Size = 10,000 sqm | Plot Size = 5,000 sqm | Plot Size = 3,400 sqm |
|--------|-------------------|------------------------|-----------------------|-----------------------|
| 1 | Incremental value | Rs. 63,00,000 | Rs. 30,00,000 | Rs. 20,00,000 |

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 5 minutes from the last Bid. There will be total 5 number of such auto extensions.

- 1.4.12 The following documents are required to be submitted/uploaded on e-Auction portal with the "Technical Qualification Bid" after getting them duly certified by the tenderer's statutory auditors/ Chartered Accountant.
 - a. Certified true copy of Certificate of Incorporation/ Certificate for Commencement of Business.
 - b. General information of the tenderer as per Annexure-1.
 - c. Certified true copy of Memorandum & Articles of Association.
 - d. List of Directors and Shareholders certified by the statutory auditors/ Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporate and the public.
 - e. Audited annual reports for the last three (3) years i.e. 2020-21, 2021-22 and 2022-23 (in case unaudited for the year 2022-23, CA's certified annual report should be submitted). In case of a Consortium, the audited annual reports of each MEMBER of the consortium for last three years shall be submitted.
 - f. Board resolution authorizing the person for submitting the tender in case of company and in case of partnership firm, authority letter signed by all its partners.

- g. In case of Partnership firm, copy of form A and form B issued by the Registrar of Firms and Partnership Deed copy of the certificate issued by Registrar of Firm.
- h. Net worth Statement certified by the statutory auditors/ Chartered Accountant of the Company/ Partnership Firm/Proprietorship Firm/LLP.
- i. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank.
- j. Affidavit of the applicant certifying that all the statements made in application/ annexures are true and correct.

1.5 Language and currency

- 1.5.1 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)

1.6 Applicant's responsibility

- 1.6.1 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.
 - Submission of hardcopy of application with all documents/attachments.
 - Incomplete application or misrepresentations/suppression of the material facts may lead to cancellation before/after screening.

- 1.6.2 YEIDA shall not be liable for any mistake or error or neglect by the Applicant.

1.7 Documents required with Application

- 1.7.1 Following documents, duly signed by the applicant and certified by Chartered Accountant on each page shall be enclosed with the application form for registration.

a) Project Report including

- Feasibility Report of the proposed project.
- Three years projected cash flow of the project depicting sources of inflow for the project.
- Statement of sources of funds.
- Land use pattern, construction plan, flowchart showing construction and Implementation schedule.

b) Background of the Applicant and its promoters.

c) List of Directors and key Shareholders along with their shareholding and shareholding percentage or

list of partners/trustees. Board resolution for setting up the project.

d) Audited Financial Statements of last three years i.e. 2020-21, 2021-22 and 2022-23.

e) Registration documents:

- i.) In case of Company (Public Or Private)
 - Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
 - General information of the Bidder/Applicant as per Annexure No. 4.1
 - Certified true copy of Memorandum & Articles of Association
 - List of Directors certified by a Chartered Accountant as on date of submission of Bidder/Applicant
 - 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 as on date of submission of Bid
 - Board resolution authorizing the applicant (Authorized Signatory – company secretary or M.D. of the company) to sign on behalf of the company for making this application.

- Net Worth Statement certified by the statutory auditors/Chartered Account of the Company
- Audited annual Financial reports for the last three (3) year i.e. 2020-21, 2021-22 and 2022-23 certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.
- Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.

ii. **In case of Partnership Firm**

- Attested copy of the Partnership Deed in case of Partnership firm
- Attested Copy of the certificate issued by Registrar of Firm.
- General information of the Bidder/Applicant as per Annexure No. 4.1
- Board resolution authorizing the applicant to sign on behalf of the Partnership/ Limited Liability Partnership (LLP) for making this application.
- Net Worth Statement certified by the statutory auditors/Chartered Account of the Partnership firm.
- Audited annual Financial reports for the last three (3) year i.e. 2020-21, 2021-22 and 2022-23 certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4
- Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.

iii. **In case of Individual/ Proprietorship Firm**

- a. General information of the Bidder/Applicant as per Annexure No. 4.1
- b. Net Worth Statement certified by the statutory auditors/ Chartered Account of the Proprietorship concern.
- c. Audited annual Financial reports for the last three (3) year i.e. 2020-21, 2021-22 and 2022-23 certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- d. Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.
- e. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4

iv. **In case of Limited Liability Partnership (LLP) Firm**

- a. Attested copy of the Partnership Deed in case of Partnership firm Certificate of incorporation issued by Ministry of Corporate Affairs.
- b. Attested Copy of the certificate issued by Registrar of Firm.
- c. General information of the Bidder/Applicant as per Annexure No. 4.1
- d. Board resolution authorizing the applicant to sign on behalf of the Partnership/ Limited Liability Partnership (LLP) for making this application.
- e. Net Worth Statement certified by the statutory auditors/Chartered Account of the Partnership firm.
- f. Audited annual Financial reports for the last three (3) year i.e. 2020-21, 2021-22 and 2022-23 certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- g. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4

- h. Details of work experience along with copies of compounding certificates/ completion certificates, issued by the concerned statutory authority.
- i. LLP Agreement.

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

1.8 Allotment process

- 1.8.1 Scrutiny of applications: The application will be submitted online. The application submitted online along with all documents, will be evaluated/examined by a screening committee.
- 1.8.2 Deposit of Allotment Money: Applicant has to deposit Allotment Money as mentioned in Data Sheet.
- 1.8.3 In case the due Allotment Money as mentioned above is not deposited within the stipulated period, the allotment of plot shall be cancelled without giving any opportunity in this regard and earnest money shall be forfeited.

1.9 Extension of time limit for deposit of Allotment money

No extension regarding time period will be allowed for the deposit of Allotment Money.

In case of default in payment, the Allotment will be cancelled and earnest money will be forfeited by the Authority. The time extension to deposit allotment money for 60 days shall be allowed in exceptional conditions by the Chief Executive officer with penal interest @10.0%+3.0%=13% per annum for the defaulted amount for defaulted period.

1.10 Payment Plan & Schedule

- 1.10.1 Allottee shall have to deposit 10% as Earnest Money Deposit. If the Earnest Money deposited is less than the 10% amount at the final bid price in the E-Auction then balance amount will have to be deposited with allotment money.
- 1.10.2 The Allotment Money as 40% of total premium of the Hotel plot after adjusting earnest money deposited earlier shall have to be deposited 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 Commercial Hotel Plot shall be cancelled, and money deposited as Earnest Money shall be forfeited. The time extension to deposit allotment money for 60 days shall be allowed in exceptional conditions by the Chief Executive officer with penal interest @10.0%+3.0%=13% per annum for the defaulted amount for defaulted period.
- 1.10.3. 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 10.0% 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 10.0%+3.0%=13.0% 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 @ 10.0%per annum is applicable from 1st July, 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.

1.10.4 Other conditions:

- i. The Bidder has to adhere to the payment plan as mentioned above.
- ii. Payments can be made with ICICI Bank online at Authority's website www.yamunaexpresswayauthority.com.
- 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 $10.0\% + 3.0\% = 13.0\%$ per annum on the defaulted amount for the defaulted period.
Note:- Interest @ 10.0% per annum is applicable from 1st July, 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. However, in exceptional circumstances an extension of time for payment of installment may be granted by the CEO for which Allottee/Lessee shall have to pay the penal interest as mentioned in Clause 1.10.4(v).
- vii. The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the Lease rent payable and then towards premium due.
- viii. In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of YEIDA on the rate as applicable on the date of allotment of additional land or premium whichever is higher. The rate calculated by YEIDA will be final and binding on the Allottee.
- ix. In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No- litigation incentive 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.
- x. The Allottee/Lessee shall not claim/entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and Allottee/Lessee shall have to pay due installment along with interest on due date.

1.11 Unsuccessful applicants

- 1.11.1 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 @ SBI saving account simple interest shall be paid for the period of deposit exceeding 1 (one) year.

2 Section II: Special Conditions

2.1 Implementation & Extension:

- 2.1.1 The allottee/ lessee shall commence the construction after execution of lease deed of the commercial hotel plot as per duly approved building plan and after getting proper sanction of the building plan by the lessor in accordance with the Building Regulation as well as any specific directions that may be issued by the Authority.
- 2.1.2 The allottee/ lessee shall commence the construction for which the land has been allotted within 6 months from the date of execution of lease deed. The allottee shall have to complete the construction of the Commercial hotel plot within 5 years from the date of execution of lease deed as per approved building plan by the Authority.
- 2.1.3 The Allottee will adhere to the schedule of construction and completion of the project as given in the Data Sheet i.e. 3 years for first phase and 5 years for final phase and inform the Authority in writing in the prescribed format.
- 2.1.4 Extension for completion: Normally, no extension for completion would be granted. However, in exceptional circumstances, extension may be granted by the Authority as per the prevailing policy of YEIDA at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges. The current extension charges applicable for first phase and final phase for reference of the Applicant are as follows:

| Sr. No. | Year | Time extension charges for completion of the project |
|---------|---------------------------------------|--|
| 1 | For fourth year the penalty shall be | 4% of the total Premium per year for the proportionate area required to be completed in first phase |
| 2 | For fifth year the penalty shall be | Additional 5% of the total Premium per year for the proportionate area required to be completed in first phase |
| 3 | For sixth year the penalty shall be | Additional 6% of the total Premium per year for the whole area of the plot |
| 4 | For seventh year the penalty shall be | Additional 7% of the total Premium per year for the whole area of the plot |
| 5 | For eighth year the penalty shall be | Additional 8% of the total Premium per year for the whole area of the plot |

Note: Maximum extension for completion given to Allottee shall be till eight (8) years from the date of execution of lease deed. After this period, the allotment will be cancelled. All permission of extension and penalties will be calculated from the date of execution of lease deed.

2.2 Development Norms:

The Lessee shall be required to complete the construction on allotted plot as per approved Building Plan/ layout plan and get the completion certificate issued from Planning Department of the YEIDA as per the building regulations of the YEIDA:

| S. No. | Plot Area (In Sqmt.) | Ground Coverage | FAR | Height |
|--------|----------------------|-----------------|------|-----------|
| 1. | 3400 | 40% | 3.00 | No limit1 |
| 2. | 5000 | 40% | 3.00 | No limit1 |
| 3. | 10000 | 40% | 3.00 | No limit1 |

Note:-

1. For buildings above 24 meters in height, clearance from Airport Authority of India (AAI) shall have to be taken in reference to Noida International Airport.

- 2.2.1 Parking Provisions for Hotel Plots (Size up to 7000) shall be one parking space for every 2 guest rooms and apart from this, for other commercial activities (if to be planned) like Food Court, Dining Hall, Cafeteria, Conference Centre/ Auditorium, Seminar Hall, Exhibition Hall, Banquet Hall, the provision of Parking Requirement for Commercial use shall be levied on pro rata basis. Parking Provisions for Hotel Plots, size above 7000 shall be as per the provision of Parking Requirement for Commercial use.
- 2.2.2 Permissible activities on the Hotel Plots shall be as per Master Plan Provisions.
- 2.2.3 Minimum Built-up area required to be complete in Phase-I within 3 years for plots size up to 4000 sq.mtr. is 50% of total FAR and for plots size exceeding 4000 Sq. Mtrs. but not exceeding 10000 sqmt is 40% of total FAR.
- 2.2.4 The plots shall be used for development of hotels, including commercial activities as prescribed in Master plan (in Hotel category), subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/ chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall entirely be the responsibility of the lessee to obtain all statutory clearances from the concerned statutory authorities for his functioning. Lessor shall not be responsible for any consequences arising out of the failure of the lessee to receive any such statutory clearance.
- 2.2.5 The allottee can do the construction/development as per the norms specified in the Building Regulations and Directions of the Yamuna Expressway Industrial Development Authority.
- 2.2.6 Airport area vicinity related height or any condition as may be applicable under relevant laws.

2.3 Functional

- 2.3.1 The Allottee / Lessee shall have to obtain functional certificate within 6 months from the Authority after completing the construction on the plot as per the building Bye-laws of the Authority and after obtaining completion/occupancy certificate.
- 2.3.2 The Allottee/ Lessee shall have to make the whole plot functional and obtain functional certificate within the period as stipulated herein. Any two of the following documents would be required in proof of commercial Plot become functional:
 - i) Electric Meter Sealing Certificate and Electricity Consumption Bill.
 - ii) Telephone Bill/Demand note payment certificate by Telephone agency.
 - iii) GST Registration Certificate.
 - iv) Establishment Registration Certificate as per the terms and conditions required for the commercial hotel plot and any other relevant document mandatory for declaring commercial hotel plot functional as per norms of the concerned authorities.

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/ GST Certificate/ Registration Certificate under 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. At the time of the declaring the commercial hotel plot functional, there should be no dues pending against the plot.
- 2.3.3 Without prejudice to the Authority's right of cancellation, the extension of time for the making commercial hotel plots 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.

2.3.4 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.

2.3.5 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.

3 Section III: General terms and conditions

3.3 Execution of Lease Deed

- 3.3.1 The Allottee will be required to execute the Lease Deed of the plot within 60 days from the date of issue of check list which shall be issued 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 plot may be cancelled and 40% of the premium (Bid amount) of the plot & any charges, interest and any other penalties may be forfeited.
- 3.3.2 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 prevailing policy of the Authority of is as follows:

| | | |
|---|-----------------|---|
| 1 | First 6 Months | 1% of the total premium of the Plot |
| 2 | Second 6 Months | Additional 2% of the total premium of the Plot |
| 3 | Third 6 Months | Additional 4% of the total premium of the Plot |
| 4 | Fourth 6 Months | Additional 8% of the total premium of the Plot |
| | After that | Additional 2% of total premium of the plot 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. |

Note: Extension of time and applicable penalties/fees/charges shall be calculated from due date of execution of lease deed.

- 3.3.3 Documentation charges: All cost and expenses of preparation, stamping and registering of 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.
- 3.3.4 Period of lease: 90 years from the date of execution of Lease Deed.

3.4 Lease Rent

In addition to the premium of plot, the lessee shall have to pay yearly Lease Rent in the manner given below.

- The Lease Rent will be 2.5% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed with applicable GST.
- 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.
- 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.
- In case of failure to deposit the due Lease Rent by the due date, interest will be charged @13.0% (10.0%+3.0%) p.a. compounded half year, on the defaulted amount and for the defaulted period.
- 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 plot) with applicable GST as One Time Lease Rent unless the Authority decided 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 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.

Note:- Interest @ 10.0%per annum is applicable from 1st July 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.

3.5 Location charges

Corner Plot- 5%

Green Belt- 5%

Roadside (45 meters and above)- 5%

Total Max Preferential Location Charges -15%

3.6 Possession of the plot

3.6.1 Possession of allotted plot will be handed over to the Lessee/Sub-Lessee(s) upon execution of Lease Deed(s).

3.6.2 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.

3.6.3 For the purpose of payment of Lease Rent and other statutory or scheme compliance, physical possession shall be deemed from the date of execution of Lease Deed.

3.7 Variation in actual area of allotted plot

3.7.1 The Area of the commercial hotel plots stated in the Brochure is approximate. The Bidder/Applicant whose Bid is accepted, shall have to accept any variation, up to 10% either way in the area of the commercial hotel plot, for which the Bid has been offered. The premium of the commercial hotel plot will accordingly be calculated as per proportionate increase in the area of the plot on the rate as applicable on the date of allotment of additional land or premium whichever is higher of the commercial hotel plot due to such variation in the area. If the increase in the area of plot is more than 10% then allottee will have the option to surrender the plot.

3.8 As is where basis/ Lease period

3.8.1 The plots 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 plot before Bid submission. No claim whatsoever is admissible on account of physical status of the land of the plot offered for allotments.

3.9 Surrender

3.9.1 The Allottee can surrender the allotment with an online application. If allottee surrenders the allotment before the issuance of allotment letter then in such case, the entire earnest money deposited will be forfeited.

3.9.2 If the Allottee surrenders the allotment within 30 days from the issuance of the allotment letter then in such case the entire earnest money deposited will be forfeited.

3.9.3 In case the allotment is surrendered after 30 days from the date of issuance of allotment letter but before execution of lease deed, the total deposited amount or 40% of total premium, whichever is less, will be forfeited and the remaining amount after adjustment of all dues of authority, if any, will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc. shall not be refundable.

NOTE: The date of surrender in the above case shall be the date on which the application for surrender is received online via email commercial@yamunaexpresswayauthority.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.

3.10 Change in Constitution (CIC)

3.10.1 Change in Constitution may be allowed by the Lessor/YEIDA as per the prevailing policy of the

Lessor/YEIDA as prevailing on the date of submission of CIC request letter by the Lessee and upon payment of prescribed fees / charges and compliance of all required formalities.

- 3.10.2 In case of Change in Constitution of the Lessee/Allottee or the Consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 45 days, Lessee shall be subjected to penalties as per the prevailing policy.
- 3.10.3 Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from YEIDA/Lessor.

3.11 Change in Shareholding (CIS)

- 3.11.1 Change in Shareholding may be allowed by the Lessor/YEIDA as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Lessee/Allottee and after payment of the prescribed Fees/charges.
- 3.11.2 In case of Change in Shareholding of the Lessee/Allottee or the Consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 45 days, Lessee shall be subjected to penalties as per the prevailing policy.
- 3.11.3 Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from YEIDA/Lessor.

3.12 Transfer of Plot

- 3.12.1 Transfer of plot 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 making the project functional for the same purpose/activity for which the plot has been allotted.

3.13 Role of YEIDA as per IBC 2016

- 3.13.1 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.
- 3.13.2 Under the circumstances, where the Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, YEIDA will be treated as Secure Financial Creditor and the dues (including penalties) of the Allottee shall be recovered through this procedure.

3.14 Maintenance

- 3.14.1 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 plot. 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.
 - 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; 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.

- 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 therein, 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.

3.15 Mortgage

- 3.15.1 Mortgage permission for payment of plot and construction on the plot 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 payment of prescribed fees/charges.

3.16 Issue of Mutation Letter

- 3.16.1 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 original challan against payment of transfer charges in one of the Authorized Bank shall be required.

3.17 Misuse, Additions, Alterations, etc.

- 3.17.1 The Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority without any payment.
- 3.17.2 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.
- 3.17.3 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.

3.18 Indemnity

- 3.18.1 The Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Lessee. The Lessee shall execute an indemnity bond, indemnifying YEIDA and its officers and employees against all disputes arising out of
 - i. The non-completion of work
 - ii. The quality and validity of development, construction, operations and maintenance
 - iii. Any legal dispute arising out of allotment and lease deed.

3.19 Liability to Pay Taxes

- 3.19.1 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 plot,

whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

3.20 Overriding Power over Dormant Properties

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

3.21 Consequences of mis-representation

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

3.22 Cancellation of Lease Deed

- 3.22.1 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 plot 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 Bidder/Applicant/Allottee/Sub-Lessess(s) or any breach/ violation of the terms and conditions of the Bid, Scheme Document, allotment, lease and/or non-deposit of the allotment amount, 3 consecutive installments or any other dues.
- 3.22.2 If the allotment is cancelled on the grounds mentioned in Clause 3.22.1 (i) above, the entire amount deposited by the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lessee(s) till the date of cancellation/ determination, shall be forfeited by YEIDA and no claim, whatsoever, shall be entertained in this regard.
- 3.22.3 If the allotment is cancelled on the grounds mentioned in Clause 3.22.1 (ii) or Clause (iii) above, 40% of the total premium of plot or total amount deposited (whichever is less) together with due lease rent, interest, extension charges till the date of cancellation shall 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.
- 3.22.4 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.

3.23 Restoration

- 3.23.1 YEIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter / Lease Deed/Transfer Deed. However, CEO or Authorised Officer of YEIDA can restore the plots. The restoration will be subject to the following conditions:
- i. The application of restoration of plots shall be made within 60 days from the date of cancellation.

- ii. The Allottee shall have to pay restoration charges @10% of the total premium of the plot at prevailing rate or allotment rate whichever is higher calculated on the date of restoration.
- iii. If restoration is due to court order, the Allottee has to close the case first.
- iv. The Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable.
- v. The Allottee has to pay time extension charges as per terms of allotment / lease.
- vi. No Court case is pending on the Allottee.
- vii. All legal expenses would be borne by the Allottee.
- viii. In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots 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.
- ix. 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.

3.24 Other Clauses

- i. The Authority reserves the right to make any 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.
- ii. If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the earnest money deposited by applicant would be refunded. However, in case the period of deposit exceeds one year then the amount shall be refunded along with simple interest SBI interest rate on saving account for the period of deposit exceeding one year.
- iii. In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of YEIDA shall be final and binding on the Allottee / Lessee and his / her / their successor.
- 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 or Board of the Authority, 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 / Sub-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 applying.
- 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. In case an existing link road comes anywhere in the plot area, it shall be managed by the Allottee / Lessee till an alternate arrangement is made by YEIDA.
- xi. All arrears due to the Lessor are recoverable as arrears of land revenue.

- xii. 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.
- xiii. The allotment of plot is exclusively for hotel purpose only.
- xiv. 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.
- xv. The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted.
- xvi. The Allottee/ Lessee shall follow all the rules and regulations of RERA and the Building Bye Laws of YEIDA.
- 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.

4 Annexures – Technical forms

4 Application form

Form Sl.No. _____

To

The Chief Executive Officer,

Yamuna Expressway Industrial Development Authority

First Floor, Commercial Complex,

Block-P-2, Sector-Omega-I,

Greater Noida, Uttar Pradesh 201310

Self-attested
 photograph
 of authorized
 signatory

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

Dear Sir / Madam,

We hereby submit our application form for allotment of _____ (insert the type of plot to be allotted) plot 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 hereinafter mentioned in the Data Sheet and General Terms and Conditions.

We are enclosing herewith the following documents:

- 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)
- Project/proposal details along with schedule of project implementation for which this application is being submitted.
- 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.
- The other statutory documents duly certified by C.A. are enclosed:

| # | Description | Enclosed "Yes" not Enclosed "No", Not Applicable "NA" | Reference (page no.). |
|---|--|---|-----------------------|
| 1 | Photocopy of certificate of incorporation/ registration, memorandum & article of association of the company/rules & regulations of society/ trust/or partnership deed (to be signed by Applicant and certified by CA). | | |
| 2 | Audited annual Financial reports for the last three (3) year i.e. 2019-20, 2020-21 and 2021-22 certified by the CA as per the last published balance sheets. (Annexure No.4.2) | | |
| 3 | Financial statement of Net worth as on 31.03.2022 to be signed by applicant and certified by CA (Annexure No.4.3) . | | |
| 4 | Solvency Certificate not be more than 6 months old from the date of submission of application (Annexure No.4.4) | | |
| | (All other documents as specified in Clause No. 1.7 Documents required with Application) | | |

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

4.1 Financial statement of turnover

Name of Applicant/Consortium Lead Member & relevant members -----

| S.No. | Description | 2020-21 (as per audited balance sheet) | 2021-22 (as per audited balance sheet) | 2022-2023 (as per audited balance sheet) |
|-------|--|--|--|--|
| 1. | Turnover of the Applicant/Consortium Lead Member & relevant members as per the last audited annual accounts. | | | |

Signature of Authorised signatory

Stamp of applicant with name

And Status

Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s
....., Chartered Accountants/Statutory Auditors, certify that the above information is correct.

Signature and Seal of Chartered

Accountants/Statutory Auditors

Membership No._____

4.2 Financial statement of Net Worth

| S.No. | Description | Amount in crore Rupees | Remarks |
|-------|---|---------------------------|---------|
| 1. | Net worth as on 31.03.2023 of the Applicant/Consortium Lead Member & relevant members as per audited annual accounts. | | |

Signature of Authorised signatory

Stamp of applicant with name

And Status

Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s, Chartered Accountants/Statutory Auditors, for the applicant having network Rs.....certify that the above information is correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No. _____

4.3 Solvency certificate

This is to certify that M/s _____ maintaining Current Account /
Saving Bank Account / FDR / Other Deposit Account Nos 2 _____
_____ with us, having liquidity of Rs. _____ as on _____.

Name of Officer with designation

(with rubber stamp)

- Note :**
1. Separate certificate for each company / firm / society / trust / individual to be submitted.
 2. Solvency Certificate should not be more than 6 months old from the date of submission of application.

4.4 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 plot to be allotted) Plot in 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. The undersigned also hereby certifies that neither our Company/_____ M/s _____
____nor any of its director/constituent partners have been debarred by Government of Uttar Pradesh or any other State Government or Government of India or their agencies for any work or for the bidding / submitting Application for any project.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by YEIDA to verify this statement or regarding my (our) competence and general reputation.

Signature of Authorised signatory

Stamp of applicant with name

And Status/ designation

4.5 Annexures – Financial forms



Yamuna Expressway Industrial Development Authority

First Floor, Commercial Complex, Block - P-2, Sector-Omega-I, Greater Noida - 201315

District - Gautam Budh Nagar (UP), Ph: 0120-2395152 / 57, Fax: 0120-2395150,

Website: www.yamunaexpresswayauthority.com