



FUTURE IS HERE



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, Block P-2, Sector-Omega-1,
Greater Noida, Uttar Pradesh- 201315

SCHEME FOR

COMMERCIAL FOOTPRINT PLOTS IN YEIDA CITY

SCHEME CODE: CFP-05/2024

Scheme Opens on	16.08.2024 at 11.00 AM onwards
Scheme Closes on	06.09.2024 at 5:00 pm
Start Date & Timing for Registration	16.08.2024 at 11.00 AM onwards
End Date and Timing for Registration Submission of Brochure Fees, Processing Fees & EMD	05.09.2024 up to 5.00 pm
Final Bid Submission	06.09.2024 up to 5.00 pm
Date & Timing for Display of Names of Qualified Bidders	24.09.2024 at 5:00 pm
Date & Time for E-Auction	27.09.2024 from 11:00 AM to 2:00pm

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

CONTENTS

Table of contents	i
Data sheet	1
1 Section I: Instructions to the Applicants	4
1.1 Definitions	4
1.2 Eligibility Criteria	5
1.3 How to apply & Acceptance of Bid	8
1.4 Language and currency	8
1.5 Applicant's responsibility	8
1.6 Documents required with Application Form	8
1.7 Extension of time limit for deposit of Allotment money	8
1.8 Payment Plan	8
1.9 Change in the name of applicant	9
1.10 Unsuccessful applicants	9
2 Section II: General terms and conditions	10
2.1 Execution of Lease Deed	10
2.2 Lease Rent	10
2.3 Possession of the Plot	11
2.4 Construction on commercial Footprint plots	11
2.5 Functional	11
2.6 Variation in actual area of allotted Plot	12
2.7 As is where basis/ Lease period	13
2.8 Surrender	13
2.9 Change in Constitution (CIC)	13
2.10 Change in Shareholding (CIS)	13
2.11 Transfer of Plot.	14
2.12 Role of YEIDA as per IBC 2016	14
2.13 Maintenance	14
2.14 Mortgage	15
2.15 Issue of Mutation Letter	16
2.16 Misuse, Additions, Alterations, etc	16
2.17 Liability to Pay Taxes	16
2.18 Overriding Power over Dormant Properties	16
2.19 Consequences of mis-representation	17
2.20 Cancellation of Lease Deed	17

TABLE OF CONTENTS

CONTENTS

2.21	Restoration	17
2.22	Other Clauses	18
3	Annexures – Technical forms	20
3.1	Application form and Net worth and Solvency Certificate	22
3.2	Format for affidavit	24
3.3	List of Commercial Footprints Plots	25

Data Sheet

S.No	Head	Details		
1.	Date of issue of the Scheme Brochure	16.08.2024		
2.	Date of closure of the scheme/ last date of submission of application form	06.09.2024		
3.	Date of e-Auction	27.09.2024		
4.	Contact person, designation and contact details (address and phone nos.) in the Authority office	SIDDHARTH KS CHAUDHARY MANAGER(COMMERCIAL) Yamuna Expressway Industrial Development Authority , First Floor, Commercial Complex, Block-P-2,Sector-Omega-1, Greater Noida ,Uttar Pradesh 201315 Email:commercial@yamunaexpresswayauthority.com Website: www.yamunaexpresswayauthority.com		
5.	Allotment method for the scheme	e-Auction		
6.	Availability of scheme brochure (YEIDA)	Can be downloaded from the Authority's website www.yamunaexpresswayauthority.com		
7.	Processing Fee	Footprint Area 112 sqm.	Footprint Area 124 sqm.	Footprint Area 140 sqm.
		INR 25000 +18% GST	INR 28000 +18% GST	INR 30000 +18% GST
		Non-refundable/non-adjustable Footprint area wise processing fee as mentioned above shall be deposited through online portal of YEIDA or via RTGS/NEFT/Net banking.		
8.	Earnest Money Deposit	Footprint Area 112 sqm.	Footprint Area 124 sqm.	Footprint Area 140 sqm.
		INR 31 lakhs	INR 34 lakhs	INR 38 Lakhs
		Note: The allotment shall be made at the rate applicable on the date of allotment or auction rate whichever is higher. Rates may amend as per policy of YEIDA.		
9.	Allotment Money	The Allottee shall have to deposit 40% of total Premium/Cost of the Commercial Footprints Plots 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 Footprint Plot 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. Note: The allotment shall be made at the rate applicable on the date of allotment or auction rate whichever is higher. Rates may amend as per policy of YEIDA		

10.	Payment Plan	<p>1. Allottee shall have to deposit 10% as Earnest Money Deposit.</p> <p>2. The Allotment Money as 40% of total premium of the Footprint 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 Footprint Plot 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.</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 January, 2024 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> <p>Note: The allotment shall be made at the rate applicable on the date of allotment or auction rate whichever is higher. Rates may amend as per policy of YEIDA</p>
11.	Mortgage permission fee	The Mortgage permission can be given 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>The transfer of Commercial Footprints Plots 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:</p> <ul style="list-style-type: none"> i) payment of prescribed fees/charges, ii) Clearance of all up to date dues, and overdue installment towards premium of Commercial Footprints Plots. iii) making the plot functional to a person or firm or company fulfilling the eligibility criteria of allotment
13.	Period of lease	The allotment of Commercial Footprints Plots will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.
14.	Rate of annual Lease Rent	The Lease Rent @ 2.5% of the total premium of the plot to be paid in advance and will be increased automatically by 50% every ten years with option of onetime payment of lease rent 11 times of 2.5% with applicable GST.

15.	Reserve Price	<p>The Reserve price specific for a particular Footprint plot is given as per the details in the chart in this document.</p> <p>Note: The allotment shall be made at the rate applicable on the date of allotment or auction rate whichever is higher. Rates may amend as per policy of YEIDA</p>
16.	Possession of the plot	<p>The Possession of the Footprint plot 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>
17.	Amalgamation or Sub division of plot	<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>
18.	Norms of development	<p>The Norms related to permissible FAR, Ground Coverage, set-backs and permissible height shall be as per the applicable building regulations of YEIDA at the time of allotment.</p> <p>Other norms for development/ construction shall be as per the applicable Building Regulations of YEIDA at the time of allotment.</p>

1 Section I: Instructions to the 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. "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 within 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 tender document
- 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. "Day" means calendar 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. In case of a New Company: Net Worth of promoters/ Shareholders/ Directors
- xv) "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 (herein Commercial Footprints

Plots) 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 holds a lease of 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 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).
- 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, Firm, Company or Limited Liability Partnership (LLP) may submit tender for one or more than one Commercial Footprints Plot.

1.2.2 Any person citizen of India and legally competent to enter into a contract will be eligible to participate in the e-Auction. In case of e-bid on behalf of an Individual he/she is required to submit a copy of Aadhar card, PAN Card, Passport, Driving License etc. In case of e-bid on behalf of Partnership firm, all partners are required to submit the tender form along with Form A & B and Partnership Deed. In case of e-bid on behalf of a Pvt. /Public Ltd. Company, Limited Liability Partnership (LLP) resolution duly signed and attested, authorizing the tenderer to submit tender on behalf of the company, Limited Liability Partnership (LLP), is to be submitted/uploaded along with tender form along with List of Director(s)/Shareholder(s)/ Partners(s) duly attested by Chartered Accountant is required to be submitted. E-bidder should ensure that all the required documents for each category are uploaded well before the closing date as mentioned on the portal. No e-bid below the reserve price will be accepted. More than two bids by more than two bidders above the reserve price are mandatory to allot any Plot. In the event of default or breach or non-compliance of any of the terms and conditions as indicated or for furnishing any wrong or incorrect information at the time of e-auction etc. the Competent Authority shall have the right to cancel the bid and forfeit whole or any part of the amount paid by the bidder. Change in the name of e-bidder will not be accepted.

1.3 Financial Eligibility Criteria

Sr. No.	Parameters	Footprint Area	Footprint Area 124 sqm.	Footprint Area 140 sqm.
(i)	Minimum Net Worth as on 31.03.2023 duly certified by the tenderer's statutory auditors / Chartered Accountant	Rs. 3.0 Crores	Rs. 4.0 Crores	Rs. 5.0 Crores
(ii)	Minimum Solvency as per Certificate not more than 6 months old, from a Nationalized / Scheduled Bank / District Magistrate issued solvency certified.	Rs. 1.5 Crores	Rs. 2.0 Crores	Rs. 2.5 Crores

Net worth Calculation shall be done as below:

- (a) In case of a Company, Net worth Paid up share capital (excluding share application money) plus Reserves and surplus (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. Net worth statement certified by the statutory auditors/

Chartered Accountant of the Company should be submitted.

- (b) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net worth of the Partnership Firm excluding intangible assets, if any. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the firm should be submitted.
- (c) Individual Net worth statement (relating to application made by proprietorship firm) certified by the tenderer's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax return with all its enclosures submitted to Income Tax Authority should be submitted.
- (d) In case of a New Company, Net worth of promoters/Directors shall be submitted.

Note: Applicant should have positive Net worth/ surplus investible funds

1.4 Development Norms/Guidelines/Parameters for setting up Commercial Footprint Plots

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

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

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

Other Conditions:

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

1.5 E- auction process

- 1. The eligible applicants for E-Auction will need to register and obtain User-Id and password on the portal by paying the EMD on the portal itself. Portal for e-auction <https://yeida.auctiontiger.net> can also be accessed through a link at YEIDA website www.yamunaexpresswayauthority.com
- 2. After completing the registration, bidders can access the auction portal using their login ID, email ID, and password.
- 3. Each eligible bidder will receive mock telephonic training on the eAuction process.
- 4. Bidders are solely responsible for obtaining a compatible computer terminal and ensuring internet connectivity to participate in the e-bidding process. No issues related to internet connectivity at the bidder's end will be entertained, nor will they be grounds for cancelling the bidding process.
- 5. Once logged in, bidders can view the property schemes along with plot sizes published on the auction portal.
- 6. Bidders must select the property scheme/plot size for which they wish to make a one-time earnest money deposit (EMD), which is common for all plots of same size in the scheme. If there are plot of multiple size in property scheme, applicant has to submit EMD as per plot size. If applicant deposit EMD for smaller plot then applicant will be eligible to bid for smaller plot only.

If applicant pay EMD for Bigger/Biggest plot then bidder will be eligible for bigger plots as well as small plots.

7. The EMD will be refunded to unsuccessful bidders after the auction process within 30 days.
8. On the E-Auction bidding dashboard, multiple properties will be listed, but a bidder can become the highest bidder (H-1) for only one property at a time. If an H1 bidder is outbid, they will become the second-highest bidder (H-2) and can try to become H1 on all live properties. However finally bidder will be H-1 for one plot only under the scheme.

For example, if there are four different plot sizes: 5000 sq. meters, 10,000 sq. meters, 15,000 sq. meters, and 20,000 sq. meters:

- If a bidder deposits the fees and supporting documents for a 5000 sq. meter plot, they will only be eligible to become the highest bidder (H1) for one property of the 5000 sq. meter plot size.

1.5.1 Incomplete bid documents will not be considered.

1.5.2 The Bidder/Applicant cannot withdraw the offer/ bid once made.

1.5.3 The Financial qualification 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.

1.5.4 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.

1.5.5 Portal for e-auction <https://yeida.auctiontiger.net> can also be accessed through a link at YEIDA website www.yamunaexpresswayauthority.com

1.5.6 Customer Care for technical support and training on registration, deposit of fees, 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.

1.5.7 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 201315 between 11.00 AM to 02.00 PM.

1.5.8 The YEIDA may, without assigning any reason, add one or more Plot in the scheme and/or withdraw any one or all of the Commercial Footprints Plots from the scheme at any stage. The size of the Plot may be increased or decreased.

1.5.9 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.

1.5.10 There will be no correspondence on issues/grounds raised in Disqualified Bids.

1.5.11

1.6 Language and currency

1.6.1 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).

1.7 Applicant's responsibility

1.7.1 It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:

1.7.1.1 The eligibility criteria and other information/requirements, as set forth in the Brochure

1.7.1.2 All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.

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

1.8 Documents required with Application Form

1.8.1 Documents as per section 1.2 and 1.3, duly signed by the applicant and certified by himself on

each page, should be uploaded with the application form for registration.

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 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.

1.10 Payment Plan

1. Allottee shall have to deposit 10% as Earnest Money Deposit.
2. The Allotment Money as 40% of total premium of the Footprint 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 Plot 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 @10.00%+3.0%=13% 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 10.0% 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 January 2024 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.

Note: The allotment shall be made at the rate applicable on the date of allotment or auction rate whichever is higher. Rates may amend as per policy of YEIDA

1.10.1 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.yamnaexpresswayauthority.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 10.0%+3.0%=13.0% per annum on the defaulted amount for the defaulted period.

Note:- Interest @ 10.0% per annum is applicable from 1st January 2024 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 1.10.1(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 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.

1.11 Change in the name of applicant

- 1.11.1 Change in name of applicant shall not be allowed. In case of a 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.

1.12 Unsuccessful applicants

- 1.12.1 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 as per SBI interest rate on saving account shall be paid for the period of deposit exceeding 1(one) year.

2 Section II: General terms and conditions

2.1 Implementation & Extension:

- 2.1.1 Execution of Lease Deed
- 2.1.2 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.
- 2.1.3 The Allottee will be required to execute the Lease Deed of the Commercial Footprints Plots 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 Commercial Footprints Plots may be cancelled and 40% of the premium (tendered amount) of the Commercial Footprints Plots & any charges, interest and any other penalties may be forfeited.
- 2.1.4 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 are as follows:

Sr. No.	Year	Time extension charges for completion of the project
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 Commercial Footprints Plots 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.

- 2.1.5 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.
- 2.1.6 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 Plot, the lessee shall have to pay yearly Lease Rent with applicable GST in the manner given below.
- The Lease Rent will be 2.5% of the premium of the Commercial Footprints Plots per year for the first 10 year from the date of execution of the Lease Deed.
 - 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.
 - 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 (10.0% + 3.0% p.a. = 13.0% 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 Plot) 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, 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 Possession of the Commercial Footprints Plots

- 2.3.1 The Possession of allotted Plot will be handed over to the Lessee upon execution and registration of Lease Deed.
- 2.3.2 The 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.
- 2.3.3 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.

2.4 Construction on the Commercial Footprints Plot

- 2.4.1 The lessee/allottee shall commence the construction after execution of lease deed of the Commercial Footprint Plot as per duly approved building plan and after getting proper sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant Building Regulation as well as any specific directions that may be issued by the Authority.
- 2.4.2 The allottee/ lessee shall commence the construction for which the land has been allotted to the person/firm/company within 6 months from the date of execution of lease deed. The allottee shall have to complete the construction of the Commercial Footprints Plot within 2 years from the date of execution of lease deed as per approved building plan by the Authority.
- 2.4.3 In the event of failure to do so, the extension of time for completing the construction as per the approved building plan by the Authority, 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.
- 2.4.4 In case the applicant fails to commence the activity for which the land has been allotted, within the time period, or extended time period, decided for the purpose, the allotment/lease can be cancelled/determined. On such cancellation/determination, 40% of the premium will be forfeited, and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no right to claim compensation thereof. The balance amount deposited shall be refunded without any interest.

2.5 Functional

- 2.5.1 The Allottee / Lessee shall have to obtain functional certificate within six months from the Authority after completing the construction on the Commercial Footprints plot as per the building Bye-laws of the Authority and after obtaining completion/occupancy certificate.

2.5.2 The Allottee/ Lessee shall have to make the Commercial Footprints 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:

1. Electric Meter Sealing Certificate and Electricity Consumption Bill.
2. Telephone Bill/Demand note payment certificate by Telephone agency.
3. GST Registration Certificate.
4. Establishment Registration Certificate as per the terms and conditions required for the Commercial Footprints and any other relevant document mandatory for declaring Commercial Footprints 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 Plot 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.

2.5.3 Without prejudice to the Authority's right of cancellation, the extension of time for the making Commercial Footprints 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.

2.5.4 In case of failure to comply with the above-mentioned conditions, 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.

2.5.5 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.

2.6 Variation in actual area of allotted Commercial Footprints Plots

2.6.1 The Area of the Footprint Plot 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 Footprint Plot, for which the tender has been offered. The premium of the commercial Footprint Plot 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 plot 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 plot or refund of money deposited by him on this account. If the variation between the plot 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.

2.6.2 In case the actual area of allotted plot 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.

2.7 As is where is basis/ Lease period

- 2.5.2 The Commercial Footprints 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 Commercial Footprints Plots before Bid submission. No claim whatsoever is admissible on account of physical status of the land of the Plot offered for allotments.

2.8 Surrender

- 2.8.1 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.
- 2.8.2 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 no separate notice shall be given in this regard.
- 2.8.3 The date of surrender in the above case shall be the date on which the application for surrender is received online via email "commercial@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.
- 2.8.4 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.
- 2.8.5 The Allottee will have to execute a Surrender Deed, on his own expense, before any refund from the Authority.

2.9 Change in Constitution (CIC)

- 2.9.1 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.
- 2.9.2 In case of change in constitution of the Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Allottee fails to submit the application within 45 days, penalties may be imposed as per the prevailing policy.

2.10 Change in Shareholding (CIS)

- 2.10.1 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.
- 2.10.2 In case of change in shareholding of the Allottee, the Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Allottee fails to submit the application within 45 days, penalties may be imposed as per the prevailing policy.

2.11 Transfer of Plot

- 2.11.1 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 after making the plot functional to a person or firm or company fulfilling the eligibility criteria of allotment.

2.12 Role of YEIDA as per IBC 2016

- 2.12.1 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.
- 2.12.2 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.
- 2.12.3 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/Allottee shall be recovered through this procedure, treating Lessor/ YEIDA as a Secure Financial Creditor.
- 2.12.4 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.
- 2.12.5 The Lessee/Allottee expressly agrees that till such time all dues payable to the Lessor/ YEIDA under these presents, 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.
- 2.12.6 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.

2.13 Maintenance

- 2.13.1 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. 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 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.

2.14 Mortgage

- 2.14.1 The 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 execution of lease deed and making upto date payment and payment of prescribed fees/charges.
- 2.14.2 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.
- 2.14.3 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, for construction on the allotted plot and balance payment against the allotted plot, provided the allotment/lease of the plot is neither cancelled nor any show cause notice has been issued to the Allottee/Lessee and 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 plot Premium and Lease Rent.
- 2.14.4 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.
- 2.14.5 Provided that in the event of foreclosure of the mortgaged/charged property, the YEIDA shall be entitled to claim and recover such percentage, as decided by the YEIDA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the YEIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.
- 2.14.6 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.

2.15 Issue of Mutation Letter

- 2.15.1 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.

2.16 Misuse, Additions, Alterations, etc.

- 2.16.1 The Allottee shall not use the Commercial Footprints Plots for any purpose other than that for which it has been allotted / leased. The Lessee / Allottee shall not be entitled to divide the Commercial Footprints Plots or amalgamate it with any other Plot/Office/Showroom. 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.

2.16.2 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.

2.16.3 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.

2.17 Liability to Pay Taxes

2.17.1 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/Office/Showroom, whether such charges are imposed on the Commercial Footprints Plots or on the building constructed thereon, from time to time.

2.18 Overriding Power over Dormant Properties

2.18.1 YEIDA reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the Commercial Footprints Plots 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 Commercial Footprints Plots(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.

2.19 Consequences of mis-representation

2.19.1 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 Commercial Footprints Plots shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the Tenderer/ Applicant/ Allottee/ Lessee shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

2.20 Cancellation of Lease Deed

2.20.1 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 Footprints Plots 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.

2.20.2 If the allotment is cancelled on the grounds mentioned in Clause 2.20.1 (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.

2.20.3 If the allotment is cancelled on the grounds mentioned in Clause 2.20.1(ii) or Clause (iii) above, 40% of total premium of Plot 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.

2.20.4 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 Tenderer/ Applicant/ Allottee/ Lessee will have no right to claim any compensation thereon.

2.21 Restoration

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

- i. The application of restoration of Commercial Footprints Plots shall be made within 60 days from the date of cancellation.
- ii. The decision about the restoration of the Commercial Footprints Plots 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 Commercial Footprints Plot at prevailing rate calculated on the date of restoration.
- 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. No Court case is pending on Allottee.
- viii. All legal expenses would be borne by the Allottee.
- ix. In case allotment had been cancelled due to illegal/unauthorized/ non-permissible activities the restoration of the Plot 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.
- x. 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.

2.22 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 force majeure/unavoidable circumstances the possession of Commercial Footprints Plots is not handed over to the Allottee, the full amount deposited by the Allottee would be refunded along with the simple interest SBI interest rate on saving account for the period of deposit exceeding one year.
- iii. 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, the Allottee/Lessee will have 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. 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.

- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.
- xi. In case an existing link road comes anywhere in the Commercial Footprints Plots area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by YEIDA.
- xii. All arrears due to the Lessor are recoverable as arrears of land revenue.
- xiii. Subleasing if applicable shall be allowed as per prevailing policy of YEIDA.
- 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 Commercial Footprints Plots 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.
- xviii. 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.
- xix. Note: The allotment shall be made at the rate applicable on the date of allotment or auction rate whichever is higher. Rates may amend as per policy of YEIDA

3 Annexures – Technical forms

3.1 Application form

To

The Chief Executive Officer,
Yamuna Expressway Industrial Development Authority
 First Floor, Commercial Complex,
 Block P-2, Sector- Omega-1,
 Greater Noida City-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. (with applicable GST) 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:

- a) Online payment receipt No. _____ dated _____ for Rs. _____ towards the Registration Money.
- b) Online payment receipt No. _____ dt. _____ for Rs. _____ towards non-refundable / non-adjustable processing fees.
- c) Board Resolution / 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) _____

GSTN Number (if registered) _____

PAN Number _____

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

#	Description	Enclosed "Yes" not Enclosed "No", Not Applicable "NA"	Reference (page no.).
1	Form No. 1 – Application Form		
2	Form No. 3 – Financial statement of Net Worth		
3	Form No. 4 – Solvency Certificate		
4	Form No. 5 – Format for affidavit		
5	Certificate of incorporation/ registration, memorandum & article of association of the company of rules & regulations of LLP/partnership deed/ firm (to be signed by applicant and certified by CA).		
6	Audited balance sheet of 2020-21, 2021-22 & 2022-23 to be signed by applicant and certified by CA.		
8.	GSTN Number ¹ / ₄ If registered ¹ / ₂		
9.	PAN Number		
	All other documents as required.		

g) 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 _____

E_mail _____

Signature of Authorized signatory

Stamp of Applicant with name & designation

Financial statement of Net Worth

S.No.	Description	Amount in crore Rupees	Remarks	
1.	Net worth as on 01.04.2024 of the Applicant 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 _____ with us, having liquidity of Rs. _____ as on _____.

Name of Officer with designation

(with rubber stamp)

Note : 1. Separate certificate for each company / firm / LLP / individual to be submitted.

2. Solvency Certificate should not be more than 6 months old from the date of submission of application.

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 LLP).

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

3.3 List - Commercial Footprints Plots

Sr. No.	Sector	Commercial Footprint Number	Area	Reserve price (in Rs. per Sqm.)	Total Premium at Reserve Price (in Rs.)	Processing fee (in Rs.) + 18% GST	EMD	Incremental Value
1	Sector-22A	05	112	2,72,857/-	3,05,59,984/-	25000 + 18% GST	31.00 Lakhs	3.10 Lakhs
2	Sector-22A	07	112	2,72,857/-	3,05,59,984/-	25000 + 18% GST	31.00 Lakhs	3.10 Lakhs
3	Sector-22A	10	124	2,72,857/-	3,38,34,268/-	28000 + 18% GST	34.00 Lakhs	3.40 Lakhs
4	Sector-22A	12	124	2,72,857/-	3,38,34,268/-	28000 + 18% GST	34.00 Lakhs	3.40 Lakhs
5	Sector-22A	13	124	2,72,857/-	3,38,34,268/-	28000 + 18% GST	34.00 Lakhs	3.40 Lakhs
6	Sector-22A	22	140	2,72,857/-	3,81,99,980/-	30000 + 18% GST	38.00 Lakhs	3.80 Lakhs

Note:

1. The allotment shall be made at the rate applicable on the date of allotment or auction rate whichever is higher. Rates may amend as per policy of YEIDA
2. Processing Fee is Non-Adjustable & Non-Refundable.
3. 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.
4. The Number of plots may increase/decrease as indicated in the chart above.
5. The allotment shall be made at the price quoted above reserve price through bidding/E-auction. Bids will be accepted above reserved price only.
6. Bidders shall be able to increase the bid in accordance with the incremental value mentioned above.
7. Only one plot shall be allotted for one eligible bids under the scheme



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