



BROCHURE-CUM-APPLICATION FORM FOR ALLOTMENT OF  
**Group Housing Plots**  
in **YEIDA** City

**(SCHEME CODE: YEA-GH-09/2024)**

**SCHEME OPENS ON 28.11.2024**

**SCHEME CLOSING ON 18.12.2024**

**DATE & TIME FOR E-AUCTION 20.01.2025 FROM 11:00 AM TO 2:00 PM**



**YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY**  
(U.P. Government Undertaking)

1<sup>st</sup> Floor, Commercial Complex, Block-P-02, Sector Omega-1,  
Greater Noida-201308, Distt. Gautam Budh Nagar, U.P.

Mob. No.: 9457021020 • Website: [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com)





## Yamuna Expressway Industrial Development Authority (YEIDA)

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

**SCHEME FOR  
GROUP HOUSING PLOTS IN YEIDA CITY**

**(SCHEME CODE: YEA-GH-09/2024)**

<b>Scheme Opens on</b>	28.11.2024 at 11.00 am onwards
<b>Scheme Closes on</b>	18.12.2024 at 5:00 pm
<b>Start Date &amp; Time for Registration</b>	28.11.2024 at 11.00 am onwards
<b>End Date &amp; Timing for Registration</b>	17.12.2024 up to 5:00 pm
<b>End Date and Timing for Submission of Brochure Fees, Processing Fees &amp; EMD</b>	17.12.2024 up to 5.00 pm
<b>Final Bid Submission</b>	18.12.2024 up to 5.00 pm
<b>Date &amp; Timing for Display of Names of Qualified Bidders</b>	17.01.2025 at 5:00 pm
<b>Date &amp; Time For E-Auction</b>	20.01.2025 from 11:00 am to 2:00 pm

**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.**

**Data sheet ..... 4-8**

**1 Section I: Instructions to the Applicants**

1.1	Definitions.....	9-11
1.2	Eligibility Criteria.....	11-12
1.3	Financial & Technical Eligibility .....	13
1.4	How to Apply.....	13-14
1.5	Language and currency .....	15
1.6	Applicant's responsibility.....	15
1.7	Documents required with Application.....	15-16
1.8	Extension of time limit for deposit of Allotment money .....	16-17
1.9	Allotment Process.....	17
1.10	Payment Schedule.....	17-18
1.11	Other Conditions .....	18
1.12	Unsuccessful applicants.....	19

**2 Section II: Instructions to the Applicants**

2.1	Implementation & Extension .....	19-21
2.2	Development Norms.....	21
2.3	Permissible Norms .....	21

**3 Section III: General terms and conditions**

3.1	ESCROW Account .....	21
3.2	Execution of Lease Deed .....	22
3.3	Lease Rent .....	22
3.4	Location charges.....	23
3.5	Possession of the plot .....	23
3.6	Variation in actual area of allotted plot .....	23-24
3.7	As is where basis/ Lease period.....	24
3.8	Surrender.....	24
3.9	Change in Constitution (CIC) .....	24

3.10	Change in Shareholding (CIS) .....	24-25
3.11	Sub-lease of Built-up spaces/units/flats .....	25
3.12	Transfer of Built-up spaces/units/flats .....	25-26
3.13	Role of YEIDA as per IBC 2016 .....	26
3.14	Maintenance.....	26
3.15	Permission to Mortgage.....	27
3.16	Issue of Mutation Letter .....	27
3.17	Misuse, Additions, Alterations, etc.....	27
3.18	Indemnity .....	27-28
3.19	Liability to Pay Taxes .....	28
3.20	Overriding Power over Dormant Properties .....	28
3.21	Consequences of mis-representation .....	28
3.22	Cancellation of Lease Deed .....	28-29
3.23	Restoration .....	29-30
3.24	Duty of Lessee to act, provide information etc.....	30
3.25	Amalgamation/Sub-division.....	30
3.26	Other Clauses.....	30-32

#### **4 Section IV: Technical forms**

4.1	Form No. 1: Application Form .....	33-34
4.2	Form No. 2: Financial Statement of Turnover .....	35
4.3	Form No. 3: Financial Statement of Net Worth.....	36
4.4	Form No. 4: Solvency Certificate .....	37
4.5	Form No. 5: Format for Affidavit .....	38
4.6	Form No. 6: Format for Affidavit (Non-Defaulter Declaration) .....	39
4.7	Form No. 7: Format for Indemnity Bond.....	40

#### **5 Annexures**

5.1	Facilities to be provided as part of Group Housing Projects.....	41
-----	--	----

## Data sheet

#	Head	Details																																																													
1.	Date of issue of the Scheme Brochure																																																														
2.	Date of closure of the scheme/last date of submission of application form																																																														
3.	Date of E-Auction																																																														
4.	Contact person, designation and contact details (address and phone nos.) in the Authority office	Mr. G. Singh, Manager Mob-9457021020. Yamuna Expressway Industrial Development Authority (YEIDA), First Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, Uttar Pradesh 201315 Email: <a href="mailto:builder@yamunaexpresswayauthority.com">builder@yamunaexpresswayauthority.com</a> Website: <a href="http://www.yamunaexpresswayauthority.com">www.yamunaexpresswayauthority.com</a>																																																													
5.	Allotment method for the scheme	e-Auction																																																													
6.	Availability of scheme brochure (YEIDA)	Can be downloaded from the Authority's website <a href="https://www.yamunaexpresswayauthority.com">https://www.yamunaexpresswayauthority.com</a>																																																													
7.	Processing Fee	<table><tr><th rowspan="2">S.No</th><th rowspan="2">Plot No</th><th rowspan="2">Sector</th><th>Plot Area</th><th rowspan="2">Processing fees (In Rs.)</th></tr><tr><th>(in Sqm)</th></tr><tr><td>1</td><td>GH-03</td><td>18</td><td>16188.00</td><td>500000/-+18% GST</td></tr><tr><td>2</td><td>GH-03A</td><td>18</td><td>16188.00</td><td>500000/-+18% GST</td></tr><tr><td>3</td><td>GH-03B</td><td>18</td><td>16188.00</td><td>500000/-+18% GST</td></tr><tr><td>4</td><td>GH-03C</td><td>18</td><td>16188.00</td><td>500000/-+18% GST</td></tr><tr><td>5</td><td>GH-03D</td><td>18</td><td>16188.00</td><td>500000/-+18% GST</td></tr><tr><td>6</td><td>GH-03E</td><td>18</td><td>16188.00</td><td>500000/-+18% GST</td></tr><tr><td>7</td><td>GH-7A</td><td>17</td><td>12141.00</td><td>500000/-+18% GST</td></tr><tr><td>8</td><td>GH-7B</td><td>17</td><td>11513.72</td><td>500000/-+18% GST</td></tr><tr><td>9</td><td>GH-7C</td><td>17</td><td>11513.72</td><td>500000/-+18% GST</td></tr><tr><td>10</td><td>GH-8B</td><td>17</td><td>20235.00</td><td>500000/-+18% GST</td></tr><tr><td>11</td><td>GH-8C</td><td>17</td><td>24282.00</td><td>500000/-+18% GST</td></tr></table>	S.No	Plot No	Sector	Plot Area	Processing fees (In Rs.)	(in Sqm)	1	GH-03	18	16188.00	500000/-+18% GST	2	GH-03A	18	16188.00	500000/-+18% GST	3	GH-03B	18	16188.00	500000/-+18% GST	4	GH-03C	18	16188.00	500000/-+18% GST	5	GH-03D	18	16188.00	500000/-+18% GST	6	GH-03E	18	16188.00	500000/-+18% GST	7	GH-7A	17	12141.00	500000/-+18% GST	8	GH-7B	17	11513.72	500000/-+18% GST	9	GH-7C	17	11513.72	500000/-+18% GST	10	GH-8B	17	20235.00	500000/-+18% GST	11	GH-8C	17	24282.00	500000/-+18% GST
S.No	Plot No	Sector				Plot Area		Processing fees (In Rs.)																																																							
			(in Sqm)																																																												
1	GH-03	18	16188.00	500000/-+18% GST																																																											
2	GH-03A	18	16188.00	500000/-+18% GST																																																											
3	GH-03B	18	16188.00	500000/-+18% GST																																																											
4	GH-03C	18	16188.00	500000/-+18% GST																																																											
5	GH-03D	18	16188.00	500000/-+18% GST																																																											
6	GH-03E	18	16188.00	500000/-+18% GST																																																											
7	GH-7A	17	12141.00	500000/-+18% GST																																																											
8	GH-7B	17	11513.72	500000/-+18% GST																																																											
9	GH-7C	17	11513.72	500000/-+18% GST																																																											
10	GH-8B	17	20235.00	500000/-+18% GST																																																											
11	GH-8C	17	24282.00	500000/-+18% GST																																																											



#	Head	Details				
		12	GH-11	22D	45731.10	500000/-+18% GST
		13	GH-12	22D	47754.60	500000/-+18% GST
		14	GH-13	22D	47754.60	500000/-+18% GST
		15	GH-14	22D	48564.00	500000/-+18% GST
		16	GH-01B/1	22D	20235.00	500000/-+18% GST
		17	GH-01B/2	22D	20235.00	500000/-+18% GST
		18	GH-01C/1	22D	20235.00	500000/-+18% GST
		19	GH-01C/2	22D	20235.00	500000/-+18% GST
		20	GH-16	22D	89034.00	500000/-+18% GST
		Non-refundable/ non-adjustable area wise processing fee as mentioned above shall be deposited through online portal of YEIDA or via downloading challan from YEIDA Portal.				
		<b>Note:</b> 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.				
8.	Earnest Money Deposit/ Registration Money	<b>S.No</b>	<b>Plot No</b>	<b>Sector</b>	<b>Plot Area (in Sgm)</b>	<b>Registration Amount/ EMD (Rs. in crore)</b>
		1	GH-03	18	16188.00	5.50
		2	GH-03A	18	16188.00	5.50
		3	GH-03B	18	16188.00	5.50
		4	GH-03C	18	16188.00	5.50
		5	GH-03D	18	16188.00	5.50
		6	GH-03E	18	16188.00	5.76
		7	GH-7A	17	12141.00	4.13
		8	GH-7B	17	11513.72	3.73
		9	GH-7C	17	11513.72	3.91
		10	GH-8B	17	20235.00	6.88
		11	GH-8C	17	24282.00	7.86
		12	GH-11	22D	45731.10	15.55
		13	GH-12	22D	47754.60	16.23
		14	GH-13	22D	47754.60	16.23

#	Head	Details																																								
		<table><tr><td>15</td><td>GH-14</td><td>22D</td><td>48564.00</td><td>17.29</td></tr><tr><td>16</td><td>GH-01B/1</td><td>22D</td><td>20235.00</td><td>6.55</td></tr><tr><td>15</td><td>GH-14</td><td>22D</td><td>48564.00</td><td>17.29</td></tr><tr><td>16</td><td>GH-01B/1</td><td>22D</td><td>20235.00</td><td>6.55</td></tr><tr><td>17</td><td>GH-01B/2</td><td>22D</td><td>20235.00</td><td>6.55</td></tr><tr><td>18</td><td>GH-01C/1</td><td>22D</td><td>20235.00</td><td>6.55</td></tr><tr><td>19</td><td>GH-01C/2</td><td>22D</td><td>20235.00</td><td>6.55</td></tr><tr><td>20</td><td>GH-16</td><td>22D</td><td>89034.00</td><td>30.27</td></tr></table> <p>Earnest Money as mentioned shall be deposited through online portal of YEIDA or via downloading challan from YEIDA Portal.</p> <p><b>Note:</b> 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>	15	GH-14	22D	48564.00	17.29	16	GH-01B/1	22D	20235.00	6.55	15	GH-14	22D	48564.00	17.29	16	GH-01B/1	22D	20235.00	6.55	17	GH-01B/2	22D	20235.00	6.55	18	GH-01C/1	22D	20235.00	6.55	19	GH-01C/2	22D	20235.00	6.55	20	GH-16	22D	89034.00	30.27
15	GH-14	22D	48564.00	17.29																																						
16	GH-01B/1	22D	20235.00	6.55																																						
15	GH-14	22D	48564.00	17.29																																						
16	GH-01B/1	22D	20235.00	6.55																																						
17	GH-01B/2	22D	20235.00	6.55																																						
18	GH-01C/1	22D	20235.00	6.55																																						
19	GH-01C/2	22D	20235.00	6.55																																						
20	GH-16	22D	89034.00	30.27																																						
9.	Allotment Money	<p>Allottee shall have to deposit 40% of total Premium/Cost of the Group Housing Plot after adjusting the earnest money deposited earlier at the time of submission of application/bid within 60 days of issuance of Allotment Letter.</p> <p>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 (as per prevailing rate of interest) for the defaulted amount for defaulted period.</p> <p>In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of Group Housing Plot shall be deemed cancelled, and money deposited as Earnest Money shall be forfeited.</p> <p><b>Note:</b> 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>																																								
10.	Payment Schedule	<p>1. Allottee shall have to deposit 10% as Earnest Money Deposit.</p> <p>2. Allottee shall have to deposit 40% of total Premium/Cost of the Group Housing Plot after adjusting the earnest money deposited earlier at the time of submission of application/bid within 60 days of issuance of Allotment Letter.</p> <p>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 (as per prevailing rate of interest) for the defaulted amount for defaulted period.</p> <p>In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of Group Housing Plot shall be deemed cancelled, and money deposited as Earnest Money shall be forfeited.</p> <p>3. Balance 60% of total premium amount shall have to be paid in 2 years in 04 half</p>																																								



#	Head	Details
		<p>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 shall be payable along with <math>10.0\%+3.0\%=13.0\%</math> per annum on the defaulted amount for the defaulted period with applicable GST. 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><b>Note:</b> Interest @ 10.0% per annum is applicable from 1st Jan 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>
11.	Mortgage permission fee	<p>As per the prevailing policy of the Authority, if at all, at the time of submission of Permission to Mortgage request letter by the Allottee and after payment of the prescribed Fees/Charges.</p> <p>No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/YEIDA the date permission is granted.</p>
12.	Transfer & Sub-lease of built-up spaces	<p>Transfer &amp; Sub-lease of built-up spaces/units/flats shall be as per the prevailing policy of the Authority at the time of submission of transfer/sub-lease request letter by the Allottee after the following:</p> <ol style="list-style-type: none"> <li>payment of prescribed fees/charges,</li> <li>clearance of all up to date dues, and</li> <li>Overdue installment towards premium of land.</li> </ol>
13.	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.
14.	Preferential Location Charges (PLC)	As per Clause No. 3.4 & Clause No. 1.1.1
15.	Permissible development activity	Only Residential and Support activities as per the Master Plan and building byelaws of YEIDA are permitted on these plots.
16.	Norms of development	<ol style="list-style-type: none"> <li>FAR: As per Building Byelaws</li> <li>Norms related to permissible Ground Coverage, setbacks and permissible height shall be as per Building Byelaws of the YEIDA at the last date of Bid Submission.</li> <li>Other norms for development/construction shall be as per the applicable Building Regulations of YEIDA at the last date of Bid Submission.</li> <li>In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations at the last date of Bid Submission of YEIDA shall prevail.</li> </ol> <p>As per Building Byelaws for YEIDA</p>

#	Head	Details														
17.	Reserve Price for plots	As per table 1.1.1														
18.	Rate of annual Lease Rent	1% of the total premium of the plot shall be increased automatically by 50% every ten years.  Please refer clause no. 3.3 for additional details														
19.	Construction Period	<p>As per clause No. 2.1</p> <p>The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the YEIDA in maximum 2 phases within a period of 7 years from the date of execution of lease deed.</p> <p>Time limit for obtaining Completion Certificate for First Phase of the project (from the date of execution of Lease Deed): 3 Years (means construction of minimum permissible FAR as per minimum FAR for applying completion as defined in Building Byelaws on last date of Proposal Submission).The land development, internal development and facility have to be completed by the Lessee within 03 years from the date of possession to the satisfaction of the Lessor.</p> <p>In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, extension charges on the pro-rata land shall be applicable as per the prevailing policy, at the time of grant of such extension.</p> <p>Time limit for obtaining Completion Certificate for Final Phase of the project (from the date of execution of Lease Deed): 7 Years</p> <p>In case the lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/lease deed, as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land building appurtenant thereto.</p> <table><tr><th>#</th><th>Area of Plot (in sq. m)</th><th>Minimum %age of total Permissible FAR along with internal development and facilities for first phase</th><th>Time limit for obtaining Completion Certificate of first phase (from the date of execution and registration of Lease Deed)</th><th>Time limit for obtaining Completion Certificate for full project (from the date of execution and registration of Lease Deed)</th></tr><tr><td>1</td><td>20,001-100000</td><td>30%</td><td>3 Years</td><td>7 Years</td></tr></table>					#	Area of Plot (in sq. m)	Minimum %age of total Permissible FAR along with internal development and facilities for first phase	Time limit for obtaining Completion Certificate of first phase (from the date of execution and registration of Lease Deed)	Time limit for obtaining Completion Certificate for full project (from the date of execution and registration of Lease Deed)	1	20,001-100000	30%	3 Years	7 Years
#	Area of Plot (in sq. m)	Minimum %age of total Permissible FAR along with internal development and facilities for first phase	Time limit for obtaining Completion Certificate of first phase (from the date of execution and registration of Lease Deed)	Time limit for obtaining Completion Certificate for full project (from the date of execution and registration of Lease Deed)												
1	20,001-100000	30%	3 Years	7 Years												
20.	Amalgamation or Sub- division	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.														
21.	Consortium	Allowed but will remain unchanged till Completion of full project.														

## 1 Section I: Instructions to the Applicants

### 1.1 Definitions:

1. "Authority" means the Yamuna Expressway Industrial Development Authority (YEIDA)
2. "Authorised Bank" implies the bank that has been identified by the Authority
3. "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
4. "Allotment Money" is the amount as prescribed in the scheme e-brochure and is expected to be deposited by the Allottee within the given time period
5. "Allottee" is the person whose bid for allotment has been approved by the competent officer
6. "Scrutiny/Allotment Committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment under the advertised scheme.
7. "Applicant/Bidder" is the person/entity/consortium who has submitted bid in response to this scheme.
8. "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
9. "Consortium" refers to the group of entities (not exceeding 4) jointly submitting the tender/proposal as a Tenderer. Each of the members of the Consortium shall individually be referred to as "Consortium Member".
10. "Day" means calendar day
11. "Functional Certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
12. "Government" means the Government of Uttar Pradesh
13. "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.
14. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
15. "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.
16. "Lessee" is the person/entity who holds the lease of a property or tenant
17. "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is YEIDA.
18. "Transfer Deed" is a contractual agreement by which a property (herein land) is transferred from its legal lessee to another party.

19. "Occupancy Certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
20. "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.
21. "Mutation Letter" is the letter issued by competent Authority for change of name on a property
22. "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.
23. "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).
24. "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
25. "P.T.M." Permission to Mortgage.
26. "First Phase of Project" means construction of minimum permissible FAR as per minimum FAR for applying completion as defined in Building Bylaws on last date of Proposal/Bid Submission.

**27. Plots available for Allotment:**

S.No	Plot No	Sector	Plot Size in Sqm	Rate per Sqm (In Rs.)	Applicable % of PLC	Reserved rate of bidding including PLC, per sqm (in Rs.)	Total Amount along with PLC (in Cr)	Registration Amount / EMD (in Cr)	Incremental Value for Bid (Rs. In Cr) Take as 1%
1	GH-03	18	16188.00	32375.00	5	33993.75	55.03	5.50	0.5503
2	GH-03A	18	16188.00	32375.00	5	33993.75	55.03	5.50	0.5503
3	GH-03B	18	16188.00	32375.00	5	33993.75	55.03	5.50	0.5503
4	GH-03C	18	16188.00	32375.00	5	33993.75	55.03	5.50	0.5503
5	GH-03D	18	16188.00	32375.00	5	33993.75	55.03	5.50	0.5503
6	GH-03E	18	16188.00	32375.00	10	35612.50	57.65	5.76	0.5765
7	GH-7A	17	12141.00	32375.00	5	33993.75	41.27	4.13	0.4128
8	GH-7B	17	11513.72	32375.00	0	32375.00	37.28	3.73	0.3728
9	GH-7C	17	11513.72	32375.00	5	33993.75	39.14	3.91	0.3914
10	GH-8B	17	20235.00	32375.00	5	33993.75	68.79	6.88	0.6879
11	GH-8C	17	24282.00	32375.00	0	32375.00	78.61	7.86	0.7862
12	GH-11	22D	45731.10	32375.00	5	33993.75	155.46	15.55	1.5546
13	GH-12	22D	47754.60	32375.00	5	33993.75	162.34	16.23	1.6234
14	GH-13	22D	47754.60	32375.00	5	33993.75	162.34	16.23	1.6234
15	GH-14	22D	48564.00	32375.00	10	35612.50	172.95	17.29	1.7295
16	GH-01B/1	22D	20235.00	32375.00	0	32375.00	65.51	6.55	0.6552
17	GH-01B/2	22D	20235.00	32375.00	0	32375.00	65.51	6.55	0.6552

S.No	Plot No	Sector	Plot Size in Sqm	Rate per Sqm (In Rs.)	Applicable % of PLC	Reserved rate of bidding including PLC, per sqm (in Rs.)	Total Amount along with PLC (in Cr)	Registration Amount / EMD (in Cr)	Incremental Value for Bid (Rs. In Cr) Take as 1%
18	GH-01C/1	22D	20235.00	32375.00	0	32375.00	65.51	6.55	0.6552
19	GH-01C/2	22D	20235.00	32375.00	0	32375.00	65.51	6.55	0.6552
20	GH-16	22D	89034.00	32375.00	5	33993.75	302.66	30.27	3.0266

**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.

#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 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 through YEIDA portal online or by downloading challan and inform the Authority same day or next day positively.

## 1.2 Eligibility Criteria

- 1.2.1 Any Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public Limited Company can submit Bid(s) for one or more than one plot. The firms and the companies should be registered in India.
- 1.2.2 Bidder(s)/Applicant(s)/Consortium Partner(s) or their Directors or Promoters which are defaulters or as part of the defaulters' lists as per record of **YEIDA/GNIDA/NOIDA** on the last date of Bid / Proposal Submission are not eligible to participate and their Bids shall be automatically disqualified.
- 1.2.3 The Bidder should be competent to contract.
- 1.2.4 A separate application form shall be required to be submitted for each plot.
- 1.2.5 The Bidder may form a consortium as per the following conditions:
  1. Members of Consortium will have to specify one Lead Member who alone shall be authorized to correspond with YEIDA. Lead Member should be the single largest shareholder having equity stake of at least 30%.
  2. Each Member of the consortium will have equity stake of at least 10%.
  3. The group of entities jointly submitting the Bid as a Consortium shall not exceed 4 (four).
  4. 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:
    - a. In case of a consortium with the following shareholding:
      - Lead Member = 51% Share
      - Consortium Member = 20% Share
      - Consortium Member = 15% Share
      - Consortium Member = 14% Share

- b. 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

In case of a consortium, the financial eligibility shall be calculated on the basis of the below mentioned table:

Members	% Shareholding	Eligible Net worth	Eligible Solvency	Eligible Turnover
Lead member	51%	51% x Lead member net worth	51% x Lead member net worth	51% x Lead member net worth
Consortium member	20%	20% x member net worth	20% x member solvency	20% x member turnover
Consortium member	15%	15% x member net worth	15% x member solvency	15% x member turnover
Consortium member	14%	14% x member net worth	14% x member solvency	14% x member turnover
<b>TOTAL</b>	<b>100%</b>	<b>Total eligible net worth</b>	<b>Total eligible solvency</b>	<b>Total eligible turnover</b>

The Consortium shall have total eligible net worth, total eligible solvency and total eligible turnover in accordance with the financial eligibility criteria mentioned in the scheme document

5. 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.
6. Special Purpose Company (SPC)
  - a. In case a plot is allotted to a Consortium, they have to form a Special Purpose Company (SPC) that will subsequently carryout all its responsibilities as the Allottee. The SPC Firm/Company registered in India with the appropriate Statuary Authority. The shareholding and Lead Member of the SPC shall be same as the MOA signed between all Consortium Members. Lease deed shall be made in favor of the Special Purpose Company (SPC).
  - b. All SPC Members/Shareholders shall be jointly and severely responsible for the successful implementation of the Project including payment of dues, procurement of completion certificate, occupancy certificate and any other activity/ compliance related to completion of the project. All SPC Members/Shareholder shall submit an affidavit, before execution of lease deed to this effect.
  - c. 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 Financial & Technical Eligibility

#### 1.3.1 The applicants must qualify the following financial eligibility criteria:

S.No.	Parameters	For plot size up to 60,000 sqm.	For plot size > 60,000 up to 1,20,000 sqm.
1.	Minimum Net Worth as on end of previous financial year (31.3.2024) from the date of application duly certified by the Bidder/Applicant's statutory auditors/ hartered Accountant	INR 30 Crores	INR 60 Crores
2.	Minimum Solvency as per Certificate not more than 6 months old, from a Nationalised/ Scheduled Bank	INR 05 Crores	INR 10 Crores
3.	Minimum Total Cumulative Turnover for the last 3 accounting years duly audited by the Bidder/Applicant's statutory auditors / Chartered Accountant i.e. 2021-2022 and 2022-2023 and 2023-2024 as per the last published balance sheets.	INR 100 Crores	INR 200 Crores

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

1.3.3 Technical Eligibility: The bidder should have obtained completion certificate(s) of at least 15% of the total FAR of the plot that is being applied for.

1.3.4 For Example: In case the application is for a plot of 60,000 sqm. and the FAR is 3.0, then the 15% of permissible FAR shall work out to be  $60,000 \times 3 \times 15\% = 27,000$  Sqm. in a similar project. "Similar project" shall entail any group housing project wherein completion certificate has been received. (It is mandatory to upload completion Certificate as per clause 1.3.3).

1.3.5 **Only One plot will be allotted for eligible entities under the scheme.**

### 1.4 How to Apply

1.4.1 The scheme brochure can be downloaded from the Authorities website "[www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com)". The application shall be submitted online through E-Auction. Processing Fee and Registration Money/EMD 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 non-adjustable 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 It will be the sole responsibility of the bidder/participant to obtain a compatible computer terminal with internet connection to enable him/her to participate in e-bidding process any reasons thereof. Ensuring internet connectivity at the bidder's end shall be the sole responsibility of the Bidder/Applicant. 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.

1.4.3 Interested parties will need to register and obtain user ID and password on the portal "<https://yeida.auctiontiger.net>" as per applicable rules.

1.4.4 Bidding will not be permissible below the reserve price/allotment rate of the plot. More than two qualified bids above the reserve price are mandatory to allot any group housing/ builder plot.



- 1.4.5 The Bid submitted shall be with an incremental value of 1(one) percent of the Reserve Price of the plot rounded to closest figure in thousands.
- 1.4.6 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 and such extensions will be 5 only.
- 1.4.7 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 processing fees and EMD through valid:
  1. Net Banking: For document download fee, processing fee and EMD
  2. NEFT: For document download fee, processing fee and EMD or by downloading challan from the portal.
  3. RTGS: For EMD or by downloading challan from the portal.
- 1.4.8 Customer Care for technical support on registration, deposit of fees, e-auction etc. Phone: 079-68136837/68880/6895/6806/6800 and Email Id: "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>."
- 1.4.9 Incomplete bid documents will not be considered.
- 1.4.10 The Bidder/Applicant cannot withdraw the offer/ bid once made.
- 1.4.11 Bidder is required to deposit separate Processing Fee & EMD for each advertised property.
- 1.4.12 For further inquiries contact: Office of the Manager Builder Department, First Floor, Commercial Complex, Sector-Omega-1, Greater YEIDA, Uttar Pradesh 201315 between 10.00 AM to 02.00 PM.
- 1.4.13 The YEIDA may, without assigning any reason, add one or more plots in the scheme and/or withdraw any one or all the plots from the scheme at any stage.
- 1.4.14 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.
- 1.4.15 There will be no correspondence on issues/grounds raised in Disqualified Bids.
- 1.4.16 **Extension of last date of Application.**
  - (i) **E-Action shall be carried out against the Group Housing plots where 3 or more eligible bids are received.**
  - (ii) **In case less than 3 bids are received against Group Housing plot in the first instance, then the last date of submission of applicant against that particular plot shall be extended by 7 days.**
  - (iii) **The time for submission of bids shall be extended second time further for a period of 7 days if the number of bidders against that particular Group Housing plot is less than 3.**
  - (iv) **E-Auction shall be carried out if 3 or more eligible bids are received against that particular Group Housing plot after the second roll-over of 7 days.**
  - (v) **In any case Single bid shall not be considered for allotment. In the e-auction process, in case there are less than three eligible bidders against a plot, then e-auction shall not be conducted and processing fee & EMD of all participants shall be returned.**

## 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:
1. The eligibility criteria and other information/requirements, as set forth in the Brochure
  2. All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.
- 1.6.2 YEIDA shall not be liable for any mistake or error or neglect by the Applicant.
- 1.6.3 The plot(s) are being allotted on '**As it is where it is basis**'. It is the responsibility of Applicant do all due diligence about the location and situation of plot including personal visit to the plot(s). YEIDA will not be responsible in any manner on this account.

## 1.7 Documents required with Application

- 1.7.1 Following documents duly signed by the applicant and certified by Chartered Accountant, should be enclosed with the application form for registration:

### A. In case of Company (Private & Public):

- i. Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
- ii. Application form as per Annexure No. 4.1.
- iii. Certified true copy of Memorandum & Articles of Association
- iv. List of Directors certified by a Chartered Accountant
- v. 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, and corporates.
- vi. 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.
- vii. Net Worth Statement certified by the statutory auditors/Chartered Account of the Company as per Form 4.3
- viii. Audited Annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- ix. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.
- x. Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of YEIDA/GNIDA/NOIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.6

### B. In case of Partnership/ Limited Liability Partnership (LLP) Firm:

- i. Attested copy of the Partnership Deed in case of Partnership firm.
- ii. Attested Copy of the certificate issued by Registrar of Firm.

- iii. Application form as per Annexure No. 4.1.
- iv. Board resolution authorizing the applicant to sign on behalf of the Partnership/ Limited Liability Partnership (LLP) for making this application.
- v. Net Worth Statement certified by the statutory auditors/Chartered Account of the Partnership firm as per Form 4.3
- vi. Audited Annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- vii. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.
- viii. Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of YEIDA/GNIDA/NOIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.6

**C. In case of Proprietorship:**

- i. Application form as per Annexure No. 4.1
- ii. Net Worth Statement certified by the statutory auditors/ Chartered Account of the Proprietorship concern as per Form 4.3
- iii. Audited Annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2.
- iv. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4.
- v. Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of YEIDA/GNIDA/NOIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.6

**D. In case of Consortium:**

- i. Application form as per Annexure No. 4.1
- ii. MoU/agreement or any other document showing shareholding pattern of all members of the Consortium and their roles & responsibilities with respect to the project
- iii. Net Worth Statement certified by the statutory auditors/ Chartered Account of the Proprietorship/company/partnership concern as per Form 4.3 for all members of consortium
- iv. Audited Annual Financial reports for the last three (3) year certified by the CA as per the last published balance sheets in accordance with Annexure No. 4.2. for all members of consortium
- v. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank in accordance with Annexure No. 4.4. for all members of consortium
- vi. Affidavit stating that the Bidder(s)/Applicant(s)/Consortium Partner(s) are not part of defaulters' lists as per record of YEIDA/NOIDA/GNIDA on the last date of Bid / Proposal Submission in accordance with Annexure No. 4.6

## **1.8 Extension of time limit for deposit of Allotment money**

- 1.8.1 No extension regarding time period will be allowed for the deposit of Allotment Money. In case of default in payment, the Allotment Letter will be mandatorily cancelled, and the Registration Money/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%=13.0% per annum (as per prevailing rate of interest) for the defaulted amount for defaulted period.

In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of Group Housing Plot shall be deemed cancelled, and money deposited as Earnest Money shall be forfeited.

**Note:** Interest @ 10.0% per annum is applicable from 1st Jan 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.

## 1.9 Allotment Process

- 1.9.1 **Screening/Scrutiny of applications:** The Technical offers shall be scrutinized by designated Screening/Scrutiny Committee. If the applications are found to be incomplete/ information is incorrect, the authority will reject the application. The decision of the Authority in this regard shall be final. The "Authority" shall have the right to accept or reject any offer without any reason.
- 1.9.2 Applicant has to deposit Allotment Money as mentioned in Data Sheet.
- 1.9.3 In case the due Allotment Money as mentioned above is not deposited within the stipulated, the Allotment Letter will be mandatorily cancelled, and the Registration Money/Earnest Money will be forfeited by the Authority.
- 1.9.4 List of available plots for allotment are mentioned in the Annexures. Number of plots may increase or decrease depending on the availability of land at the time of allotment. CEO reserves the right to withdraw any plot for the allotment process at any time, without assigning any reason.

## 1.10 Payment Schedule

1. Allottee shall have to deposit 10% as Earnest Money Deposit.
2. Allottee shall have to deposit 40% of total Premium/Cost of the Group Housing Plot after adjusting the earnest money deposited earlier at the time of submission of application/bid within 60 days of issuance of Allotment Letter.

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 (as per prevailing rate of interest) for the defaulted amount for defaulted period.

In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of Group Housing Plot shall be deemed cancelled, and money deposited as Earnest Money shall be forfeited.

3. Balance 60% of total premium amount shall have to be paid in 2 years in 04 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 shall be payable along with 10.0%+3.0%=13.0% per annum on the defaulted amount for the defaulted period with applicable GST. 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 Jan 2024 subject to the revision on 1<sup>st</sup> January and 1<sup>st</sup> July of each year as per G.O. No. 1567/77-4-20-36N/20 dated 09 June 2020.

4. Balance 60% of total premium amount shall have to be paid in 02 years in 04 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 shall be payable along with 10.0%+3.0%=13.0% per annum on the defaulted amount for the defaulted period with applicable GST. 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 Jan 2024 subject to the revision on 1<sup>st</sup> January and 1<sup>st</sup> July of each year as per G.O. No. 1567/77-4-20-36N/20 dated 09 June 2020.

### 1.11 Other Conditions:

1. Payments can be made with online through Authority's website @ [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com) and download challan through portal.
2. 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.
3. The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
4. After depositing the dues online through Authority's website @ [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com) after downloading challan through portal.
5. 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 outstanding Lease Rent, if any, and then towards premium due.
6. 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 instalment shall not be changed in any case and Allottee/Lessee shall have to pay due instalment along with interest on due date.
7. 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 prevailing rates or bid price post e-auction, whichever will be higher, of additional land. The rate calculated by YEIDA will be final and binding on the Allottee.
8. In case of any increase in the rate of land etc 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 such additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

**Note:** As per YEIDA office order No. YEA/Fin./1333/2023 dated 06.01.2023 letter, interest 10% per annum is applicable from 1<sup>st</sup> January, 2024 which is subject to revision. Revision on 1<sup>st</sup> January and July of each year as per G.O. No. 1567/77-4-20-36N/20 dated 09 June 2020. In case of revision the revised order shall prevail. In case of any default, 3% additional penal interest shall also be charged.

## 1.12 Unsuccessful applicants

- 1.12.1 The Registration Money/EMD of unsuccessful applicants shall be returned to them without interest, if the period of deposit of such money with the authority is less than one year. However, if the period of deposit is more than one-year, simple interest shall be paid at SBI saving bank's interest rate for the entire period of deposit.

## 2. Section II: Instructions to the Applicants

### 2.1 Implementation & Extension:

- 2.1.1 Development Norms shall be as per the prevailing Building Regulations/ Byelaws of YEIDA.
- 2.1.2 Provision for minimum LIG & EWS housing in the project shall be as per the prevailing policy of YEIDA and Government of Uttar Pradesh.
- 2.1.3 The Allottee will commence the construction after taking over physical possession of the plot as per duly approved building plan and inform in writing to YEIDA about timely completion of the approved project
- 2.1.4 The Allottee will adhere to the schedule of construction and completion of the project as given in the Data Sheet and inform the Authority in writing in the prescribed format.
- 2.1.5 The lessee is required to submit Building Plan together with the detail layout plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession.

Date of execution of lease deed shall be treated as the date of possession. The land development and internal developments have to be completed by the lessee within 3 years from the date of possession to the satisfaction of the Lessor. The lessee/ Sub-lessee shall commence the construction of the F.A.R within 12 months from the date of possession.

The lessee shall be required to complete the construction of minimum of the total F.A.R. (As defined in the Building Byelaws) of the allotted plot as per approved layout plan and get completion certificate of the first phase accordingly issued from the building cell of the Authority within a period of three (3) years from the date of execution of lease deed. Time limit for obtaining Completion Certificate for Final Phase of the project shall be 7 years from the date of execution of Lease Deed.

- 2.1.6 No Completion Certificate or Occupancy Certificate shall be issued by the Authority until all outstanding towards premium. Lease rent etc. have been duly paid to the Authority.
- 2.1.7 Extension for completion 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, for reference of the applicant/bidder on the pro-rata land applicable for construction period shall be applicable as per prevailing norms.

1. The current norms (First Phase – First Phase shall mean construction of minimum of the total F.A.R as per Building Byelaws.) for reference of the applicant are as follows:

Sr. No.	Number of years	Time Extension charges
1	1 <sup>st</sup> Year (Fourth year after Lease deed)	1%
2	2 <sup>nd</sup> Year (Fifth year after Lease deed)	2%

2. Failure to complete first phase in the first five years may lead to cancellation. Under exceptional circumstances, CEO, YEIDA at their discretion may allow a time extension beyond the 2nd year with the following charges on the pro-rata land:

Sr. No.	Number of years	Time Extension charges
1	3 <sup>rd</sup> Year (Sixth year after Lease deed)	4%
2	4 <sup>th</sup> Year (Seventh year after Lease deed)	6%

- However, under no circumstances shall the time extension for first phase extend beyond seven years and such cases will face cancellation.
- The current norms for penalty for construction of balance FAR for reference, the pro rata land time extension charges are mentioned below:

Sr. No.	Number of years	Time Extension charges for Balance FAR*
1	1 <sup>st</sup> Year (Eighth year after Lease deed)	1%
2	2 <sup>nd</sup> Year (Ninth year after Lease deed)	2%
3	3 <sup>rd</sup> Year (Tenth year after Lease deed)	3%
4	4 <sup>th</sup> Year (Eleventh year after Lease deed)	4%
5	5 <sup>th</sup> Year (Twelfth Year after Lease deed)	5%
6	6 <sup>th</sup> Year (Thirteenth Year after Lease deed)	6%
7	7 <sup>th</sup> Year (fourteen Year after Lease deed)	7%
8	8 <sup>th</sup> Year (fifteen Year after Lease deed)	8%
9	9 <sup>th</sup> Year (Sixteen Year after Lease deed)	9%
10	10 <sup>th</sup> Year (Seventeen Year after Lease deed)	10%

\*The maximum time limit for completion of whole projects is 17 years from the date of lease deed.

\*Time extension charges for the Balance FAR shall be calculated on pro rata land after deducting the minimum permissible FAR.

YEIDA reserves the right to make any amendments or alteration as it finds expedient in the norms/orders specified above and all such amendments or alterations shall be binding on the lessee/allottee.

The prevailing building bye laws for minimum built up area (% of total permissible FAR) is as follows:

Size of Plots	Min. Built up Area (% of total permissible FAR)
Up to 4,000	50
4000 - 10,000	40
10,000 - 20,000	35
20,000 - 1,00,000	30
1,00,000 - 2,00,000	25
2,00,000 - 4,00,000	20
Above 4,00,000	15

**Note:** All permission of extension and penalties will be calculated from the date of execution of Lease Deed.



- 2.1.8 In case of non-adherence to the aforementioned schedule for obtaining Completion Certificate from YEIDA, the plot shall be liable to be cancelled and/or lease shall be determined. On such cancellation/ determination, the total deposited amount or 40% of the total Premium will be forfeited, 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, penal interest, extension charges etc. shall not be refundable at any stage. The lessor shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof.
- 2.1.9 The Allottee / lessee shall not put any of its Allottee of flat space into possession for any reasons whatsoever whether for fitment etc prior to issue of Completion Certificate / Occupancy Certificate AND without clearing all dues.
- 2.1.10 The Allottee / lessee shall not be entitled to seek change / alteration under approved layout plans except in line with applicable bye-laws and all applicable statutory provisions like RERA etc.
- 2.1.11 Real Estate (Regulation and Development Act) 2016, UP Apartments ACT where applicable, and the rules made under it will be followed by the developer.

## 2.2 Development Norms:

- 2.2.1 Development Norms shall be as per the prevailing Building Regulations/ Byelaws of YEIDA on the last day of Bid submission. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as existing on the last date of Bid Submission of YEIDA shall prevail.
- 2.2.2 Please refer Annexure 5.1: Clause no. 24.11 of Building Byelaws - Standard for facilities for Group Housing Projects.

## 2.3 Permissible Norms

- 2.3.1 All the infrastructural services within the plot area only shall have to be provided by the Allottee.
- 2.3.2 All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.
- 2.3.3 Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority (ies).
- 2.3.4 Provisions related to the protection of environment shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority (ies).
- 2.3.5 The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.
- 2.3.6 All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of YEIDA and the amendments made there in from time to time.
- 2.3.7 Provision for minimum LIG & EWS housing in the project shall be as per the prevailing policy of YEIDA and Government of Uttar Pradesh.

## 3. Section III: General terms and conditions

### 3.1 ESCROW Account

- 3.1.1 The Allottee may have to open ESCROW Account as per prevailing policy of the Authority.

## 3.2 Execution of Lease Deed

- 3.2.1 Lease deed shall be signed only after the deposit of 40% of the total premium discovered after the e-auction and one year's lease rent in advance. The premium shall be calculated based on the area as per lease plan, including variation, if any, on the date of signing of lease deed.
- 3.2.2 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 soon after the acknowledgement of receipt of Allotment Letter and payment of the dues in accordance with the payment plan opted by the Allottee.
- 3.2.3 However, in exceptional circumstances, the extension of time for the execution of the lease deed and taking over possession may be permitted of time up to a maximum period of 180 days.
- 3.2.4 The extension will be subject to the payment of charges @ 5% p.a. with applicable GST of the total premium of the plot at the e-auction rate, which will be calculated on day-to-day basis. The date of execution of lease deed shall be considered as the date of taking over of physical possession and no plea contrary to this shall be entertained.
- 3.2.5 The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf.  
**Note:** Extension of time and applicable penalties/fees/charges shall be calculated from due date of execution of lease deed.
- 3.2.6 In case of failure to execute the Lease Deed and taking over of possession within the above stipulated/ extended time period of maximum of 180 days, the allotment shall be mandatory cancelled and the total deposited amount or 40% of total premium after e-auction, 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, penal interest, extension charges etc. shall not be refundable at any stage.
- 3.2.7 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.
- 3.2.8 Period of lease: 90 years from the date of execution of Lease Deed.

## 3.3 Lease Rent

- 3.3.1 In addition to the total premium of plot, the lessee shall have to pay yearly Lease Rent in the manner given below:
  1. The Lease Rent will be 1% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.
  2. After every 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. No separate notice shall be given in this regard.
  3. 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.
  4. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of YEIDA, from time to time (current rate shall be 3% + 10% p.a. as of 1<sup>st</sup> of Jan

2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate will change as per interest rate revision by YEIDA.

5. The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% of the total premium of the plot) 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 and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

### 3.4 Location charges

- 3.4.1 In case the allotted plot is located on facing the green belts/parks location charges will be 5% of the premium.
- 3.4.2 In case the allotted plot is located on corner location charges will be 5% of the premium.
- 3.4.3 In case the allotted plot is located on 30 mtr or more wide roads (upto 4000 Sq. Mtr.) & 45 Mtr. Or more wide roads (Above 4000 Sqm.) location charges will be 5% of the premium.
- 3.4.4 The location charges shall be payable by the allottee/lessee @5% of the total premium of each preferential location subject to a maximum of 15% of the total land rate. Location charges has been included in the reserve price

Refer clause no. 1.1.1 for total reserve price for each plot including applicable PLC.

### 3.5 Possession of the plot

- 3.5.1 Possession of allotted plot will be handed over to the Allottee/ Lessee after execution and registration of Lease Deed.
- 3.5.2 Execution and registration of Lease Deed can be done only after payment of 40% of Total Premium of the plot and one-year Lease Rent, in advance.
- 3.5.3 For the purpose of payment of Lease Rent and other statutory/obligations or scheme compliance, the date of physical possession shall be considered from the date execution of Lease Deed.

### 3.6 Variation in actual area of allotted plot

- 3.6.1 The area of the plot allotted or handed over may vary from the size of the plot in Allotment Letter/ applied for. If area of the plot in the Allotment Letter issued and actual area handed over to the Allottee / lessee is found to be more or less than the area intimated, a proportionate change in the amount of the Premium would be made. The Allottee has to accept the allotment, if the variation in the size of plot is up to 10% of the area applied for. No dispute/ objection by the lessee would be entertained on the ground of variation in the size of plot. Allottee/ lessee would have 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 allotment and the deposits made with 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.
- 3.6.2 With regard to the variation in the area of plot allotted, the applicant shall deposit the amount equivalent to the extended percentage of the total Premium of plot (discovered post e-auction) or prevailing allotment rate, whichever is higher.

- 3.6.3 The Allottee/Lessee shall not claim/be 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 instalment shall not be changed in any case and Allottee/Lessee shall have to pay due instalment along with interest on due date.
- 3.6.4 Variation in the cost of land: In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive etc. to the farmers by order of the Court, by the Authority or by the State Government, 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.

### **3.7 As is where is basis/ Lease period**

- 3.7.1 The plots are offered for allotment on a "as is where is basis" on lease for period of 90 years starting from the 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.

### **3.8 Surrender**

- 3.8.1 Surrender may be allowed by the YEIDA as per the prevailing policy of the Authority at the time of submission of Surrender request letter by the Allottee. The current prevailing policy for reference of the Applicant is as follows:
- 3.8.2 In case the successful bidder/ allottee wishes to surrender the allotment before the issuance of allotment letter or before 60 days after the issuance of allotment letter then the entire EMD will get forfeited.
- 3.8.3 During the bid process, it shall be the responsibility of the bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money Deposit.
- 3.8.4 The date of surrender in the above case shall be the date on which the application for surrender is received. 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.

### **3.9 Change in Constitution (CIC)**

- 3.9.1 Change in Constitution (CIC) may be allowed by the CEO or its authorized officer of YEIDA on completion of required formalities as per the prevailing policy of the YEIDA at the time of Change in Constitution (CIC).
- 3.9.2 In case of change in CIC 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.
- 3.9.3 Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from YEIDA/ Lessor.

### **3.10 Change in Shareholding (CIS)**

- 3.10.1 Change in Shareholding (CIS) may be allowed by the CEO or its authorized officer of YEIDA on completion of required formalities as per the prevailing policy of the YEIDA at the time of Change in Shareholding (CIS).
- 3.10.2 In case of change in CIS 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.

- 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 Sub-lease of Built-up spaces/units/flats

- 3.11.1 The allottee/lessee will be permitted to sub-lease only built-up space/units/flats, as per completion certificate, on the fulfilment of the following conditions:
1. Sub-lease of only Built-up space/flat/units will be allowed only after obtaining completion certificate for respective phase by the Lessee.
  2. The sub-lessee undertakes to put to use the premises for the residential use only/ or use as defined in the approved sanction plan.
  3. The dues of YEIDA towards the cost of land and one-time lease rent has been paid before executing of sub-lease deed of built-up premises.
  4. An amount of Rs. 1,000/- shall also be payable against the processing fee.
  5. The lease deed as per rules has been duly executed.
  6. The allottee/lessee has obtained occupancy/building completion certificate for the respective phase from the YEIDA.
  7. The sub-lessees undertake to put to use the premises for the original permissible use only and the premises being sub-leased shall be as per completion certificate and are not part of any common area.
  8. The lessee shall also execute a sub-lease deed between lessor, lessee and proposed sub-lessee. The lessee/sub-lessee shall also ensure adherence to the building regulations and directions of the YEIDA. All the terms and conditions of the allotment and lease deed shall be applicable and binding on sub-lessee as well.
  9. All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee, lessee and sub-lessees.
  10. The allottee, lessee, sub-lessees are not eligible for any preferential allotment of any residential plot or house under various schemes of YEIDA

**NOTE:** The allottee, lessee, sub-lessees are not eligible for any preferential allotment of any residential plot or house under various schemes of YEIDA

### 3.12 Transfer of Built-up spaces/units/flats

- 3.12.1 The allottee/lessee/sub-lessee will be permitted to transfer only built-up space/units/flats, as per completion certificate, on the fulfilment of the following conditions:
1. No transfer can take place except with prior written permission of Lessor/YEIDA.
  2. Transfer can only be done built-up space/units/spaces as per completion certificate and are not part of any common area.
  3. Transfer of built-up spaces/units/flats shall be as per the prevailing policy of the Authority.
  4. Transfer of Built-up flat/units/spaces will be allowed only after obtaining completion certificate for respective phase by the Lessee.
  5. The dues of YEIDA towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before executing of sub-lease deed of the flat.

6. First sale/transfer of a flat to an allottee shall be through a Sub-lease deed to be executed on the request of the Lessee to the Authority in writing.
7. No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
8. Processing fee, as applicable, in each case of transfer of flat in addition to transfer charges.

### **3.13 Role of YEIDA as per IBC 2016**

- 3.13.1 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.
- 3.13.2 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.
- 3.13.3 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.
- 3.13.4 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 Lessee/Allottee 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.
- 3.13.5 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.
- 3.13.6 The lessee shall be bound to disclose to Allottees/buyers, prior to confirmation of allotment of any flat space to be constructed or already constructed, about the outstanding towards the Lessor/YEIDA and that such outstanding constitute a priority compared to the allottees in the construction or to be constructed flat space.

### **3.14 Maintenance**

- 3.14.1 The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.
- 3.14.2 The Allottee/Lessee/Sub-Lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor 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.

- 3.14.3 No objection on the amount spent on maintenance of the buildings and the common services, will be entertained by the Lessor and the decision of Lessor in this regard shall be final and binding on the Lessee or its Allottees / Sub-lessee(s).
- 3.14.4 The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, Bye-laws, directions and guidelines of YEIDA industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976, RERA Act and UP apartments Act 2010 and Rules made therein, and any other Act and Rules, from time to time.
- 3.14.5 In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

### **3.15 Permission to Mortgage**

- 3.15.1 Permission to mortgage may be allowed by the Lessor as per its prevailing policy, only after execution of Lease Deed and for completion of the project, if at all, as on the date of submission of such permission by the Lessee and after payment of prescribed fees / charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/YEIDA on the date permission is granted.
- 3.15.2 In the event any Permission to mortgage is issued by the lessor, then this Lessor shall always hold the first charge and will remain Secured Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016 in contrast of the Bank / Financial Institution or Allottee of flat/built-up space.

### **3.16 Issue of Mutation Letter**

- 3.16.1 Application for approval can be submitted by the Transferee at the concerned department along with the following documents:
  1. A certified copy of the Transfer Deed duly executed by the Transferor.
  2. Copy of Online downloaded challan from YEIDA portal against online payment of transfer charges with applicable GST.

### **3.17 Misuse, Additions, Alterations, etc.**

- 3.17.1 The Lessee/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/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- 3.17.3 If the Lessee/Sub-Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by YEIDA in this regard.

### **3.18 Indemnity**

- 3.18.1 The Allottee / 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 the Authority and its officers and employees against all disputes arising out of

1. The non-completion of work.
2. The quality and validity of development, construction, operations and maintenance.
3. Any dispute or claim whatsoever arising out of any accident during construction or during maintenance or working / functioning or inhabitation of the constructed building to any guest or sub-lessee.
4. Any dispute or claim arising out of any allegation of infringement of any Intellectual Property Rights etc. in the designing etc. of the building to be constructed by the lessee.
5. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser

### **3.19 Liability to Pay Taxes**

- 3.19.1 The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future 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, suppression of any material facts by the Applicant/ Bidder/ Allottee/ Lessee/ Sub-Lessees, 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/ Sub-Lessees 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 Cancellation of Lease Deed shall be as per the prevailing policy of the Authority. The current prevailing policy for reference of the Applicant is as follows:
- 3.22.2 In addition to the other specific clauses relating to cancellation/determination, YEIDA, will be free to exercise its right of cancellation/ termination of the allotment/ the lease of plot in case of the following:
  1. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
  2. Any violation of the directions issued or of the rules and regulations framed by YEIDA or by any other statutory body.
  3. In case of default on the part of the Applicant/Allottee/Sub-Lessee(s) or any breach/violation of the terms and conditions of the Scheme Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues or not completing the construction or making it functional within prescribed time.

- 3.22.3 If the allotment is cancelled on the grounds mentioned in under sub-clause Clause 3.22.2(1) or Clause 3.22.2(2) above, the entire deposits till date of cancellation shall be forfeited and possession of the plot shall be resumed by the Authority/ Lessor with structures thereon, if any and the allottee/ lessee will have no right to claim any compensation, thereof. Without prejudice to the aforesaid, the Authority shall also have the liberty to initiate legal action against such allottee/ lessee.
- 3.22.4 If the allotment is cancelled on the grounds mentioned in Clause 3.22.2(3) above, the total deposited amount or 40% of total premium after e-auction, 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, penal interest, extension charges etc. shall not be refundable at any stage. No separate notice shall be given in this regard.
- 3.22.5 After cancellation of the plot 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/ Sub-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, if at all, as per the prevailing policy of the Authority as the time of submission of request letter after payment of applicable fees and charges.
- 3.23.2 The prevailing policy for reference of the Applicant is as follows:
1. This restoration clause/policy shall be only applicable for cases wherein the lease deed has been executed after payment of 60 percent.
  2. The application of restoration of plots shall be made within 90 days from the date of cancellation.
  3. The application for restoration shall be considered only if the allottee/applicant withdrawn any pending court case/suit instituted by him in case Court/ Rera /Consumer Forum and etc. against the Yeida.
  4. The decision about the restoration application of plots shall be taken within a period of 6 months after the date of cancellation.
  5. The allottee will have to make up to date payments, dues, penalties and interest etc. as applicable till the date of restoration and including period of Cancellation.
  6. The restoration charges will have to be paid @10% of the total premium of the plot (discovered post e-auction) or prevailing allotment rate, whichever is higher at the time of restoration application.
  7. The allottee has to pay time extension charges as per terms of allotment/lease
  8. The transfer of the Plot in whole or in part will not be allowed before obtaining the Completion Certificate of the complete project as per the terms mentioned in Lease Deed.
  9. If the allottee has filed a case in the court of law against cancellation, then they will have to withdraw the case and will have to compensate the expenses to the Authority in regard to pursue the case.
  10. The Allottee will submit project implementation schedule in the shape of affidavit.
  11. The cancelled plot is not already allotted to another developer.

12. 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.

### **3.24 Duty of Lessee to act, provide information etc.**

- 3.24.1 The Lessee/Allottee agrees that it shall provide quarterly statement regarding the construction / to be constructed, allotment of flat/built-up space, together with the name of such allottee, flat no. and the terms of every such allotment of constructed flat space to the Lessor (Builder Buyer agreement).
- 3.24.2 The Lessee/Allottee shall execute a Tripartite Sub Lease Deed of the superstructure and proportionate undivided interest in the land in favour of its allottee. The consideration therefor shall be receivable solely by the Lessee. The format of Tripartite instrument shall have to be got approved in writing from the Lessor.
- 3.24.3 In the event, there are outstanding payable to Lessor/YEIDA, then after receipt of 50% of consideration from the allottee of flat/built-up space, the Lessee and its allottee of flat space shall have to deposit the balance 50% consideration in an Escrow account so as to safeguard the interest of the Lessor and the buyer of flat/built-up space.
- 3.24.4 To ensure that the terms of this Brochure & Lease Deed and the sanctioned plans are always disclosed to its proposed allottees of flat/built-up space against written acknowledgement. The same shall also form part of terms of allotment of flat/built-up space. The flat/built-up space buyers shall have to acknowledge that they have read and understood the contents of the Lease Deed and agree to abide by the same.

### **3.25 Amalgamation/Sub-division**

- 3.25.1 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.

### **3.26 Other Clauses**

- 3.26.1 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 @ 4% per Annum.
- 3.26.3 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.
- 3.26.4 In case there is any change of reserve price of allotment from any order of honourable High Court/Supreme Court or Government/Board of Uttar Pradesh, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.
- 3.26.5 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.
- 3.26.6 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), RERA, UP Apartment Act 2010/2016 and such rules, regulations or directions as are issued there under from time to time.
- 3.26.7 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 (Prayagraj).

- 3.26.8 The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before applying. No claim whatsoever shall be entertained by the Authority in regard to the situation, location of physical status of the demised plot.
- 3.26.9 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. Non-receipt or any delay as receipt of such approvals shall not be a ground to claim extension in time schedule of the implementation of project, either with or without charges.
- 3.26.10 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.
- 3.26.11 All arrears towards premium, lease rent or any other dues payable to the Authority shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.
- 3.26.12 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.
- 3.26.13 YEIDA in larger public interest has the right 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, its sub-allottees / lessees.
- 3.26.14 The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. Any breach in this regard shall constitute breach of the terms of the Lease Deed.
- 3.26.15 The Lessee / its allottee / sub Lessee shall follow all the rules and regulations of RERA and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.
- 3.26.16 All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee.
- 3.26.17 The Allottee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management.
- 3.26.18 All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & Sub-lessee.
- 3.26.19 In case of any differences or inconsistency between conditions as occurring in this Lease Deed and Scheme Brochure, then the conditions of the Lease Deed shall override and shall be binding on the Lessees, its allottees / sub-lessees.
- 3.26.20 Development Norms shall be as per the prevailing Building Regulations/ Byelaws of YEIDA on the last day of Bid submission. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as existing on the last date of Bid Submission of YEIDA shall prevail. For reference of the bidder/ applicant norms related to ground coverage, FAR, height as per clause 24.2, page 20 of existing YEIDA Building Regulations are as follows:

**Group housing (flatted and cluster type): Minimum Plot Area- 2000 square metre**

<b>Ground Coverage</b>	35 percent up to 40000 sq mtrs and 40% above 40000 sq.mtrs.
<b>Floor Area Ratio</b>	3.00
<b>Height</b>	No limit. For buildings above 30 metres in height, clearance from Airport Authority shall have to be taken.
<b>Density (Family size 4.5)</b>	As mentioned in the sector Layout Plan or decided by the Authority for a particular scheme

- 3.26.21 # 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 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 through YEIDA portal online or by downloading challan and inform the Authority same day or next day positively.

## 4 Section IV: Technical forms

### 4.1 Form No. 1: Application Form

To

**The Chief Executive Officer,  
Yamuna Expressway Industrial Development Authority  
First Floor, Commercial Complex, Sector-Omega-1, Greater Noida,  
Uttar Pradesh 201315.**

Self-attested  
photograph of  
authorized  
signatory

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 / instalments / 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:

- Online payment receipt No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ towards the Registration Money / Earnest Money Deposit.
- Online payment receipt No. \_\_\_\_\_ date. \_\_\_\_\_ for Rs. \_\_\_\_\_ towards non-refundable / non-adjustable processing fees.
- Board Resolution / Certificate of authorization in favour of Shri / Smt. \_\_\_\_\_ S/o / D/o , W/o \_\_\_\_\_ as (status) \_\_\_\_\_ which is on behalf of the applicant / Society / Trust / Company / Firm / Registered Partnership firm i.e. M/s \_\_\_\_\_ constituted under \_\_\_\_\_ Act of \_\_\_\_\_ Government of India / State Government i.e. \_\_\_\_\_.
- Terms and conditions of the above registration duly signed as a token of acceptance of the terms and conditions of the allotment of Plot.
- The following documents duly signed by applicant and certified by C.A. are also enclosed.

#	Description	Enclosed "Yes" not Enclosed "No", Not Applicable "NA"	Reference (page no.)
1	Form No. 1 – Application Form		
2	Form No. 2 – Financial Statement of Turnover		
3	Form No. 3 – Financial statement of Net Worth		
4	Form No. 4 – Solvency Certificate		
5	Form No. 5 – Format for Affidavit		
6	Form No. 6 – Format for Affidavit (Non-Defaulter Declaration)		
7	Certificate of incorporation/ registration, memorandum & article of association of the company of rules & regulations of society/trust/partnership deed/firm (to be signed by applicant and certified by CA).		
8	Audited balance sheet of 2021-2022, 2022-2023 & 2023-2024 to be signed by applicant and certified by CA. In case of a Consortium, the above-mentioned balance sheet of each relevant member of the consortium shall be submitted.  All other documents as per Clause No. 1.7 – List of documents		

Date \_\_\_\_\_

Address of Applicant \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Signature of Authorized signatory

Stamp of Applicant with name & designation



## 4.2 Form No. 2: Financial Statement of Turnover

Name of Applicant/Consortium Lead Member & relevant members \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Sr. No.	Description	2021-2022 (F.Y.) (as per audited balance sheet)	2022-2023 (F.Y.) (as per audited balance sheet)	2023-2024 (F.Y.) (as per audited balance sheet)
1.	<b>Turnover</b> 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 & Seal of Statutory

Auditors / Chartered Accountant

Membership No.

### 4.3 Form No. 3: Financial Statement of Net Worth

Name of Applicant/Consortium Lead Member & relevant members \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sr. No.	Description	Amount in crore Rupees	Remarks
1.	Net worth as on <b>31.3.2024</b> 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  
Networth Rs. \_\_\_\_\_ certify that the above information is correct.

Signature & Seal of Statutory

Auditors / Chartered Accountant

Membership No.

#### 4.4 Form No. 4: Solvency Certificate

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

Name of Officer with designation  
(with rubber stamp)

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

#### 4.5 Form No. 5: 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 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

#### 4.6 Form No.6: Format for Affidavit (Non-Defaulter Declaration)

(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/Partnership).

**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 our Company/\_\_\_\_\_ M/s \_\_\_\_\_ nor any of its director/ constituent partners are defaulter's or are part of defaulter's list of YEIDA/GNIDA/NOIDA (For all land uses) on the last date of Bid / Proposal Submission.

Signature of Authorised signatory

Stamp of applicant with name

And Status/ designation

#### 4.7 Form No. 7: Format for Indemnity Bond

##### **Yamuna Expressway Industrial Development Authority**

INDEMNITY BOND (To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by notary public)

Indemnity Bond For Ensuring the Quality of Development/Construction

This Indemnity Bond is executed on \_\_\_\_\_ day of \_\_\_\_\_ 2024 by Mr./Mrs. \_\_\_\_\_ in favour of Yamuna Expressway Industrial Development Authority ( A body constituted under section-3 of the Uttar Pradesh Industrial area development Act 1976). Here in after referred to as Authority show as under \_\_\_\_\_.

The Allottee/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 Allottee/Lessee. The Allottee/Lessee is executing this indemnity bond, indemnifying YEIDA 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 dispute or claim whatsoever arising out of any accident during construction or during maintenance or working / functioning or inhabitation of the constructed building to any guest or sub-lessee.
- iv. Any dispute or claim arising out of any allegation of infringement of any Intellectual Property Rights etc. in the designing etc. of the building to be constructed by the lessee.
- v. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser

I, therefore, execute this indemnity Bond in favour of the Authority in presence of the following:-

1. Witness
2. EXECUTANT

Price of Brochure: Rs. 50,000/-+GST.

Price of Brochure: Rs. 50,000/- + GST

## 5. Annexures

### 5.1 Facilities to be provided as part of Group Housing Projects

भाग 1-क] उत्तर प्रदेश गजट, 15 जनवरी, 2011 ई० (पृष्ठ 25, 1932 शक संवत्) 437

#### 24.11 Standards for facilities for group housing projects as per following population norms-

S.No.	Use premises	Service population per unit	Minimum area per unit ( in ha)
<b>a)</b>	<b>Education</b>		
1.	Nursery school / crèche	10000	0.10
2.	Senior Secondary school	20000-30000	0.80
3.	College	80000-100000	1.0
<b>b)</b>	<b>Health</b>		
1.	Nursing home / Dispensary	15000-20000	0.10
2.	Hospital	100000	2.0
<b>c)</b>	<b>Socio – Cultural</b>		
1.	Community Hall and library	25000	0.40
2.	Recreational club	100000	1.00
<b>d)</b>	<b>Shopping</b>		
1.	Convenient shopping/ Local / sector shopping	1% of permissible group housing FAR	
<b>e)</b>	<b>Other community facilities</b>		
1.	Milk booths	10000-15000	0.020
2.	Religious building	25000-35000	0.100
<b>f)</b>	<b>Recreation / Green Parks</b>		
1.	Park and Play Ground	15% of plot area	
<b>g)</b>	<b>Utilities</b>		
1.	Overhead tank	As per requirement	
2.	Electric sub station	As per requirement	
3.	Auto cum taxi stand	25000	0.050
4.	Police Chowki	25000	0.050
5.	Petrol pump/ Gas station	50000-100000	0.200

**Note :** (i) Provision of these facilities is mandatory in Group Housing/Residential schemes. However, the Authority may allow more numbers for social/community facilities (Non-commercial) and more areas as per requirement of any project within the limits of permissible FAR.

(ii) For facilities like Nursery School/ Creche, Nursing Home, Dispensary, convenient shops, etc. instead of earmarking plots, the permissible FAR may be planned on Ground Floor of Group housing Blocks or as separate building blocks within the permissible ground coverage. The allottee shall be free to plan the facilities either in the form of plots or building blocks.



**NOT FOR SALE**



**YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY**

**(U.P. Government Undertaking)**

**1<sup>st</sup> Floor, Commercial Complex, Block-P-02, Sector Omega-1,  
Greater Noida-201308, Distt. Gautam Budh Nagar, U.P.**

**Mob. No.: 9457021020 • Website: [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com)**