

**SCHEME FOR ALLOTMENT
OF
NEW YAMUNA INTEGRATED
TOWNSHIP**

SCHEME CODE- YEA-NYIT-01

Scheme opens on 21-12-2009 and closes on 11-01-2010

Tenders submission on 11-01-2010 from 10.00 AM to 12.00 noon.

Opening of Technical Qualification Bids on 11-01-2010 at 3.00 PM

TERMS & CONDITIONS FOR ALLOTMENT OF NEW YAMUNA INTEGRATED TOWNSHIP.

Yamuna Expressway Industrial Development Authority (YEA) invites sealed tenders in two-bid system in the prescribed Application Form for allotment of **integrated township plots** in sectors 26A & 22A for a lease period of 90 years. Terms and conditions for allotment of the land are described herein:

A. DETAILS OF PROPERTY

Plot No./Sector	Area in Sq. Mtrs. (Approximate)	Reserve Price (Rs. Per Sqm.)	Registration/ Earnest Money (Rs in crores)	Processing Fee (Non-Refundable and Non-Adjustable)
01/26A	4,00,000	2757	5	10 lacs
01/22A	4,00,000	2757	5	10 lacs

B. NORMS OF DEVELOPMENT

The land use breakup for the total integrated township plot shall be as follows:

PERMISSIBLE LAND USAGE	
Institutional & Facilities	Minimum 05%
Roads, Parks & Open spaces	Minimum 35%
Commercial	05% Maximum
Group Housing	55% Maximum
PERMISSIBLE FAR (MAXIMUM)	
Commercial	As per bye-laws.
Residential	As per bye-laws.
(i) Independent Flats/Independent house Plotted use (Ground+2 stories)	
(ii) Multistoryed Buildings	As per bye-laws.
Institutional	As per bye-laws
PERMISSIBLE DENSITY	
Overall Max. Density	750 P.P.Ha

C. ELIGIBILITY

1. Any proprietor or partnership firm, private or public limited company or a consortium of any of the above, can submit tender. The firms and the companies should be registered in India.
2. The tenderer should be competent to contract.
3. If a company wants to apply through a subsidiary company, then it should have minimum of 51% share holding in the subsidiary company. It is clarified that in this case the applicant will be the subsidiary company who will have to qualify the minimum requirements of net worth, solvency and turnover.
4. In case of company, Board resolution authorizing the applicant to sign on behalf of the company shall be attached with the tender application form.
5. In case of partnership firm having more than one partner, all the partners are required to sign the tender document and the attached documents. In case the documents mentioned above are not signed by all the partners, then necessary authorization letter from all the other partners should also be enclosed.
6. In case of partnership firm the following should be enclosed:
 - i. a certified copy of duly registered partnership deed
 - ii. certificate issued by Registrar of Firms

In case of company the following should be enclosed:

- i. list of directors duly certified by the Statutory Auditors/ Chartered Accountant
 - ii. list of share holders with number of allotted shares duly certified by the Statutory Auditors/ Chartered Accountant
 - iii. copy of its Memorandum and Article of Association
7. In case bidders have formed a consortium;
 - a) Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with Authority. Lead member should be the single largest shareholder having at least 26% share in the consortium. The shareholding of the lead member in the consortium shall remain unchanged till the temporary occupancy/ Completion Certificate of at least one phase of the project is obtained from the YEA Authority. Each member of the consortium with equity stake of at least 10% will be considered as the "relevant member". The Lead Member of the consortium must necessarily be Firm/ Company registered in India with the appropriate statutory Authority.
 - b) The lead member and the relevant members should jointly qualify the minimum requirement of net worth, solvency, turnover and experience.
 - c) In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MOA shall clearly define the role and responsibility of each member in the consortium,

particularly with regard to arranging debt and equity for the project and its implementation. The MOA should state that all members shall be jointly and severally responsible for the successful implementation of the project. MOA should be submitted in original duly registered/ notarised with appropriate authority.

- d) The members shall submit a registered/ notarised Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme, and in case the plot is allotted to them, to form a 'Special Purpose Company', hereinafter called SPC, that will subsequently carryout all its responsibilities as the allottee. The registered MOA must specify the equity shareholding of each member of the Consortium in the proposed SPC. The SPC must necessarily be a Company registered in India with the appropriate statutory Authority.
 - e) Execution of the lease deed will be made in favour of Special Purpose Company (SPC), which should be a registered firm or an incorporated company. The lead member of the consortium shall have to retain its shares as per MOA, till the temporary occupancy/ Completion Certificate of at least one phase of the project is obtained from the YEA Authority.
8. Successful bidders can change the name of the executing company/body corporate within 60 days from the date of acceptance of tender after taking prior permission from the Authority, provided the promoters remain the same. Undertaking to this effect should be given to the Authority.
 9. However, the Applicant/SPC will be allowed to Transfer/ Sell up to 49% of its shareholding, subject to the conditions that the original "Relevant Members: including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding and the "Lead Member" shall remain unchanged till the temporary occupancy/ Completion Certificate of at least one phase of the project is obtained from the YEA Authority.
 10. A bidder shall be eligible to apply only for one plot under this Scheme.

D. ESSENTIAL QUALIFICATIONS:

D-1 TECHNICAL ELIGIBILITY CRITERIA:

Details of Construction activities (excluding merely trading in real estate) like land development/housing/construction/colonizing jobs of bonafide allotted land/ commercial/ IT/ ITES projects development executed along with approximate cost and date of completion during the last 5 years. The total compounding sanctioned plans/ completion certificates should be a minimum 15.00 lac sq. ft. in aggregate of construction by the Tenderer/consortium's lead member, its relevant members and their subsidiaries and holding companies, as per Annexure – I (c).

D-2 FINANCIAL ELIGIBILITY CRITERIA:

Parameters	For New Yamuna Integrated Township
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(i) Minimum Net Worth as on 31.03.2009 duly certified by the tenderer's statutory auditors/ Chartered Accountant	Rs.20.00 crores
(ii) Minimum Solvency as per Certificate not more than 6 months old, from a Nationalised/ Scheduled Bank	Rs. 10.00 crores
(iii) Minimum Total Turnover from real estate/ construction activities for the last 3 accounting years duly audited by the tenderer's statutory auditors/ Chartered Accountant i.e. 2006-07,2007-08 and 2008-09, as per Annexure-I (b) of this brochure	Rs. 200.00 crores

Net Worth Calculation shall be done as below:

- (a) In case of a Company, Net-worth = Paid up share capital (excluding share application money) plus Reserves and surplus (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. Net Worth statement certified by the statutory auditors/ Chartered Accountant of the Company should be submitted.
- (b) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm excluding intangible assets, if any. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the firm should be submitted.
- (c) Individual Net Worth statement (relating to application made by proprietorship firm) certified by the tenderer's statutory auditors/ Chartered Accountant along with certified true copies of income tax/ wealth tax return with all its enclosures submitted to Income Tax Authority should be submitted.

D-3 Please also attach

- (i) List of projects in hand at present and the status, of their implementation, cost incurred and expected time of completion of each project separately.
- (ii) Organization chart, list of staff, details of in-house architectural facilities, list of structural consultants/ engineers used during the last three years.

NOTE:

- (i) All amounts are in Indian National Rupees.
- (ii) In case of a consortium, the above information should be provided for the "lead member" and the "relevant members" only, who should jointly qualify the technical & financial eligibility criteria, as enumerated in D-1 and D-2 above.
- (iii) In case the tenderer/ consortium member is a company, then the qualifications of its holding company or subsidiary companies shall also be considered as the qualifications of the applying company/ consortium member.

E. HOW TO APPLY

1. The intending bidder may apply for allotment of plot on prescribed Application Form. The Form shall be made available from **21-12-2009 to 10-01-2010** on payment of **Rs.10,000/-** at **Oriental Bank of Commerce, Jagat Farm,**

Sector-Gama-I, Greater Noida, HDFC Bank Ltd., C-1, Alpha Plaza, Alpha Commercial Belt, Greater Noida and Union Bank of India, Sector-62, NOIDA.

2. The registration money and processing fee should be in the form of Bank Draft/ Pay Order in favour of Yamuna Expressway Industrial Development Authority, payable at New Delhi / Noida / Gr. Noida.
3. Two Separate envelopes should contain technical qualification bid (ENVELOPE No.1) and financial bid (ENVELOPE No.2), respectively.
4. Both these envelopes should be sealed and super scribed as **TECHNICAL QUALIFICATION BID (ENVELOPE No.1) FOR NEW YAMUNA INTEGRATED TOWNSHIP SECTOR-.....** and **FINANCIAL BID (ENVELOPE No.2) FOR NEW YAMUNA INTEGRATED TOWNSHIP SECTOR-.....**, respectively.
5. Both these sealed envelopes should be put into one envelope which should be super scribed as application for **NEW YAMUNA INTEGRATED TOWNSHIP SECTOR-.....**. This envelope should also be sealed before putting into tender box.
6. The demand draft for processing fee & registration money should be attached with technical qualification bid documents.
7. The following documents are required to be submitted with the "Technical Qualification Bid" documents placed in Envelope No.-I after getting them duly certified by the tenderer's statutory auditors/ Chartered Accountant.
 - i. Certified true copy of Certificate of Incorporation/ Certificate for Commencement of Business.
 - ii. General information of the tenderer as per Annexure-1 (a).
 - 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, corporates and the public.
 - vi. Audited annual reports for the last three (3) years i.e. 2006-07, 2007-08 and 2008-09 (in case unaudited for the year 08-09, CA's certified annual report should be submitted). In case of a Consortium, the audited annual reports of each MEMBER of the consortium for last three years shall be submitted.
 - vii. Board resolution authorizing the person for making this application.
 - viii. Partnership Deed in case of Partnership firm.
 - ix. Net Worth Statement certified by the statutory auditors/ Chartered Accountant of the Company/ Partnership firm.
 - x. Certificate of Turnover from real estate activities for the last three years certified by the statutory auditors/ Chartered Accountant of the Company/ Firm as per format given in Annexure-I (b).

- xi. Solvency Certificate not more than 6 months old from a nationalized/ scheduled bank.
- xii. Details of work experience along with copies of sanctioned plans/ compounding sanctioned plans/completion certificates, issued by the concerned statutory authority as per format given in Annxure-I(c). Apart from the above list (not exhaustive) relevant documents mentioned in other part of this document also needs to be submitted.

F. ACCEPTANCE OF TENDER

1. Technical qualification bids for the tenders will be received on **11-01-2010 from 10.00 A.M. to 12.00 noon** in the office of Yamuna Expressway Authority, Sector-Beta-II, Greater Noida and will be opened in the presence of the bidders at **3.00 p.m.** on the same day in Yamuna Expressway Authority's office. The presence of all the tenderers is solicited.
2. All the "Technical Qualification Bids" shall be examined by the YEA, who shall declare the list of the technically qualified bidders. The decision of the YEA in this regard, shall be final and binding on all the bidders.
3. The Financial bids of only technically qualified bidders shall be opened subsequently. The Technically Qualified bidders shall be informed of the time and date of opening of financial bids. The Unqualified Technically bidders will not be informed regarding the opening of financial bids. However the list of technically qualified bidders along with the schedule of opening of financial bids shall be displayed on the notice board of the authority.
4. In case more than one tender of same highest amount is received against the plot, an auction will be conducted amongst these highest amount bidders, so as to enhance the highest financial bid quoted.
5. Incompletely filled tender document will be summarily rejected.
6. The tenderer cannot withdraw the Offer/ Tender once made.
7. The CEO of the Authority may, without assigning any reason, withdraw scheme at any stage. Similarly size of the plots may be increased or decreased.
8. The YEA may accept or reject any offer, including the highest bid, and his decision in this behalf shall be final and binding on the tenderer.
9. There will be no correspondence on issues/ grounds raised in technically disqualified bids.

G. MODE OF PAYMENT AND PAYMENT PLAN

1. The successful bidder shall be issued an allotment letter for the whole area.
2. All payment should be made through a demand draft/ pay order drawn in favour of "YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/NOIDA/Greater

NOIDA. The applicant/ allottee should clearly indicate his name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order.

3. The successful bidder shall be required to pay 5% of the total premium of the plot as reservation money after adjusting registration/ earnest money within 30 days from the date of issuance of Acceptance Letter, otherwise the claim for allotment will be treated as deemed cancelled. No correspondence will be entertained in this regard. After confirming the receipt of 5% amount as mentioned above, the formal Allotment Letter will be issued.
4. The allottee on issue of formal Allotment Letter shall then be required to pay 5% of the total premium of the plot allotted as allotment money within 60 days from the date of issuance of such Allotment Letter.
5. The allottee shall also deposit due stamp duty, for lease deed of the acquired and allotted land, in treasury of District Gautam Budh Nagar and should produce a certificate to that effect in YEA within 90 days from the issue of formal Allotment.
6. There shall be moratorium of 24 months from the date of allotment/ reservation and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in half yearly instalments. After expiry of moratorium period, the balance 90% premium of the plot along with interest will be paid in 16 half yearly installments alongwith interest.
7. In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
8. Premium referred to in this document means total amount payable to the YEA for the allotted and/ or reserved land.
9. All payments should be remitted by due date. In case the due date is a bank holiday then the allottee should ensure remittance on the previous working day.
10. In case of default, the allotment and/ or reserved offer will be considered as cancelled without any further notice and the amount equivalent to registration money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause 'H' of this document.
11. The payment made by the allottee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
12. The Lease Rent prevalent at the time of execution of lease deed shall be payable. Lease Rent shall be paid in accordance with Clause M of this document.
13. In case of allotment of any 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.

H. EXTENSION OF TIME

1. Normally extension for depositing the reservation money, and allotment money shall not be allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned, the YEA may grant a maximum of 30 days extension to deposit the reservation money/ allotment money, subject to the payment of interest @ 15% (12% normal interest +3% penal interest) per annum on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.
2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority.
3. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
4. Extension of time, normally, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
5. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

I. AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of plot will proportionately vary due to such variations. If such variation is within 10% limits, no surrender shall be allowed. However, if such variation is more than 10%, allottee will have the option of surrendering the allotment and taking back the entire amount deposited by him/ her without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted tender rate at the time of communication about the additional land. Payment of premium of the additional land will be made as per clause G. 13 of this document.

J. AS IS WHERE IS BASIS/ LEASE PERIOD

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

K. UNSUCCESSFUL APPLICANTS

Registration Money without interest will be returned to the unsuccessful bidder after completion of tender process. However, processing fee shall not be refunded. The Authority reserves the right to retain/ forfeit the Registration Money in case the information furnished by the applicant is found to be incorrect/ misleading with regard to net worth, turnover, experience and other material facts.

L. SURRENDER

The request for surrender of plot will only be considered prior to cancellation, as per following provisions:

1. In case of surrender before the issue of acceptance letter 50% of the registration money shall be forfeited.
2. In case of surrender, after the deposit of reservation money but before the date of deposit of allotment money, the deposited amount would be refunded, without any interest after deducting the 100% registration money.
3. In case of surrender, after the deposit of allotment amount but before the execution of lease deed, the deposited amount would be refunded, without interest after deducting 5% of the total premium of plot.
4. Surrender after execution of lease deed shall not be allowed.
5. The date of surrender in the above case shall be the date on which application is actually received at the Authority's office. No subsequent claim on the basis of postal delay, etc., will be entertained.

M. LEASE RENT

In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

- (i) The lease rent will be payable @ 2.5% of premium of the plot for the first 11 years of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) Delay in payment of the advance lease rent will be subject to interest @14% per annum compounded half yearly on the defaulted amount for the defaulted period.
- (v) The allottee/ lessee has the option to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time , as "One Time Lease Rent" unless the Authority decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

However, in case the lease rent is revised by YEA, the lease rent prevalent on the date of execution of lease deed shall be payable.

N. POSSESSION

1. Possession of allotted land will be handed over to the Lessee after execution and registration of lease deed.
2. Execution and registration of lease deed can be done only after a minimum payment of 10% of premium and payment of one year lease rent in advance.
3. The lessee shall prepare the detailed lay-out plan for the entire land for approval of the YEA Authority.
4. Internal development of the sector shall be the full responsibility of the lessee and it shall be carried out as per the lay-out plan approved by the YEA.

O. EXECUTION OF SUB LEASE DEED

1. The allottee will have to construct on its own minimum of 30 per cent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
2. The allottee shall have option to sub-lease 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' with prior approval of the Authority. On the request of the developer, Authority may give permission up to maximum additional 15% subject to the conditions prevailing at that time.
3. Developers will have the option to earmark areas for multi-story/ independent flats/ houses (Ground +2) and plotted development and permissible ground coverage & FAR shall be as per the permissible regulations.
4. The Lessee shall sub-lease an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street-lighting, etc. in that area is in full-swing.
5. The Lessee shall have to execute sub lease deed in favour of Sub Lessee in the form and format as prescribed by the Authority.
6. On execution of such sub-lease deed, the sub-lessee will be bound to comply with the provisions of payment of proportionate share of lease premium, lease rent and all other charges payable to the YEA in the proportionate share of the land area so sublet. Such sub-lessee shall be treated independent entity for land use, building byelaws and payment for respective land.

Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. The YEA shall be entitled to take any action against the sub-lessee as has been mentioned in the scheme brochure including cancellation of the sub-lease and forfeiture of the premium etc as per the terms and conditions of this Brochure.

P. INDEMNITY

The Lessee shall execute an indemnity bond, indemnifying the YEA against all disputes arising out of:

1. Non-completion of the Project.

2. Quality of construction
3. Any other legal dispute arising out of allotment, lease, sub-lease etc.

The Lessee shall be wholly and solely responsible for implementation of the Project save and except the land which it has subleased to any individual or entity as per **Clause O - Sub Clause 1, 2 and 3 &** shall also wholly & solely responsible for ensuring quality development and subsequent maintenance of the buildings and services till such time, an appropriate alternate agency for such work/ responsibility is identified legally by the Lessee. Thereafter the agency appointed by the Lessee will be responsible to the YEA for maintenance and service of the constructed flats/ buildings.

Q. DOCUMENTATION

The allottee shall deposit due stamp duty for Lease Deed of the acquired and allotted land in the Treasury of Distt. Gautam Budh Nagar and should produce a certificate to that effect in the YEA within 90 days from the date of issue of Allotment Letter. 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. However in case of delay in execution of lease deed by the allottee, extension can be granted by the YEA, at its discretion or any other officer authorized by him subject to the payment of penalty @ Rs. 10/- for 1000 Sq.Mtrs. per day. The Lessee shall be responsible to communicate to the allottees the conditions applicable to them before making any allotment.

R. IMPLEMENTATION OF PROJECT

1. The lessee is required to submit building plan together with the detailed layout plan showing the phases for execution of the project for approval within 9 months from the date of possession and shall start land development, and internal development within 18 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 allottee within 5 years from the date of possession to the satisfaction of the YEA.
2. The Lessee/ sub-lessee shall commence the construction of the F.A.R. within 18 months from the date of possession and shall be required to complete the construction of area provided to the lessee/ sub-lessee as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the Authority in maximum 7 phases within a period of 10 years from the date of execution of lease deed. The lessee/ sub-lessee shall be required to complete the construction of minimum 15 per cent of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the Authority within a period of 5 years from the date of execution of the lease deed.
3. All the peripheral/ external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the Lessor/ Authority. However, all the expenses

as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.

4. Without prejudice to the YEA's right of cancellation, the extension of time for the completion of the Project, can be extended for a maximum period of another three years only with penalty as under:
 - For first year the penalty shall be 4% of the total premium.
 - For second year the penalty shall be 5% of the total premium.
 - For third year the penalty shall be 6% of the total premium.

Extension for more than three years, normally will not be permitted.

5. In case the lessee/ sub-lessee does not construct building within the time provided including extension granted, if any, the allotment/ lease/ sub-lease deed as the case may be, shall be liable to be cancelled. Lessee/ sub-lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
6. There shall be total liberty at the part of allottee/ lessee to decide the size of the built up space within the frame work of YEA Building Bye-laws.
7. The allottee/ lessee/ sub-lessee may implement the project in maximum seven phases and the occupancy certificate/ completion certificate shall be issued by the YEA phase wise accordingly, enabling them to do phase-wise marketing.

S MORTGAGE

The Lessee as well as sub-lessee may, with prior permission of the Authority/ Lessor, mortgage the land to any Financial Institution(s) approved by RBI/ Scheduled Bank(s) for raising loan for the purpose of financing his investment in the project upon payment of the full premium of the land proposed to be mortgaged or on receipt of written undertaking on affidavit for 100% balance payment by the concerned Financial Institution(s)/ Scheduled Bank(s).

Provided that in the event of sale or foreclosure of the mortgaged/ charged property, the Authority shall be entitled to claim and recover such percentage, as decided by the YEA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the YEA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The YEA's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/ court.

T TRANSFER OF PLOTS/ BUILT UP SPACE

- 1) The lessee/sub-lessee shall have the right to sub-lease the developed plot(s) and built up space as per the layout and building plans approved by the YEA at its own price on the standard lease agreements approved by the YEA.

- 2) No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built up space within two years after the date of completion. However, for subsequent sales, the transfer charges as prevalent at the time of transfer, or as may be decided by the YEA, shall be payable.

U MISUSE, ADDITIONS, ALTERATIONS ETC.

In case of violation of any of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with the structure(s) thereon, if any, shall be resumed by the YEA.

The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the Lessee/Sub-lessee(s) fails to correct such deviation(s) 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 Lessee/Sub-lessee who hereby agree to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

V LIABILITY TO PAY TAXES

The Lessee/Sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

W OVERRIDING POWER OVER THE DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, 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 flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee/Sub-lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the YEA on the amount of such compensation shall be final and binding on the lessee/Sub-lessee.

X. MAINTENANCE

1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:

- a) in a state of good condition to the satisfaction of the Lessor at all times.
 - b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.
3. The Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Authority framed/ issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
 4. In case of non-compliance of terms and directions of Authority, the Authority shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
 5. The lessee/ sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, YEA will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee/ sub-lessee. The lessee/ sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules/ regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/ sub-lessee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Chief Executive Officer, YEA in this regard shall be final.

Y. CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Authority/ Lessor, as the case may be, will be free to exercise its right of cancellation of lease/ allotment in the case of:

1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the applicant/ allottee for breach/ violation of terms and conditions of registration/ allotment/ lease and/ or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Authority with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in para Y1 above, the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Authority and no claim whatsoever shall be entertained in this regard.

Z. OTHER CLAUSES

1. The allotment of land by YEA shall be on lease basis, however, in future it can be converted in free hold as per the terms and conditions specified by YEA.
2. Multiple renting shall be admissible to the lessee and for the sub-lessee.
3. The Authority/ Lessor reserves the right to make such additions/ alternations or modifications in the terms and conditions of allotment/ lease deed/ sub lease deed from time to time, as may be considered just and expedient.
4. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Authority shall be final and binding.
5. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
6. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
7. Any dispute between the Authority and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
8. The Lease Deed/ allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.
9. The Authority 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.
10. The lessee/ sub-lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time YEA or any other authority duly empowered by them to levy the tax/ charges.
11. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/ sub-lessee will not be paid any compensation thereof.
12. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
13. All arrears due to the Lessor would be recoverable as arrears of land revenue.

14. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
15. The Authority in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.
16. In case the Authority is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee without any interest.

For further clarification please contact:

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