

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY RESIDENTIAL PLOT SCHEME 2009(1)

Scheme Opens on: 02.03.2009
Scheme closes on: 04.05.2009
Tentative date of Draw: 10.08.2009

TERMS AND CONDITIONS FOR ALLOTMENT OF RESIDENTIAL PLOTS

1. DETAILS OF THE SCHEME AND LOCATION:

Applications are invited for allotment of residential plots to be developed along under construction Noida-to-Agra Yamuna Expressway. The proposed site / sector is about five minutes drive from the proposed Formula One Racetrack . The land on which the plots would be developed is under the process of acquisition.

2. DETAILS OF PLOTS:

Sl. No.	Category of plots	Size of plots (in sq mt)	Total No. of plots*	No. of plots under general category **	No. of plots under Farmer's category	Registration amount
1	A	4000	0100	0083	0017	5,00,000
2	B	2000	0250	0206	0044	3,00,000
3	C	1000	1000	0825	0175	2,50,000
4	D	0500	2000	1650	0350	2,00,000
5	E	0300	5000	4125	0875	1,00,000

* N.B. The number of plots may be increased at the discretion of the Authority.

** N.B.(a) Out of the total available plots in every plot size under the general category, about 25% plots shall be reserved for persons opting for payment plan on installment basis (i). For details see Section 6.

b). Out of the total available plots in every plot size under the general category, remaining 75% plots shall be reserved for persons opting for payment plan on installment basis (ii). For details see Section 6.

3. PREMIUM OF PLOT:

The rate of the land of the residential plots under this scheme is Rs. 4,750 per sq. mtr.

4. PAYMENT METHOD:

All payments shall be made in favour of Yamuna Expressway Industrial Development Authority in the form of bank draft/pay order payable at New Delhi/ Noida /Greater Noida to the bank branches authorized by the Authority , list whereof is available on the last page of this Brochure. No payment in cash shall be acceptable.

5. ADJUSTMENT / REFUND OF REGISTRATION AMOUNT:

- (i). In the case of successful applicants, the registration money shall be adjusted against the total payable premium of the plot.
- (ii). In the case of unsuccessful applicants, the registration money shall be refunded without any interest, if period of deposit of such registration money with the Authority is less than 3 months from the date of draw. In the event, the refund is made in excess of a period of 3 months from the date of draw, then such registration money shall be paid back alongwith simple interest @ 6% p.a. for such excess period. It is made clear that the interest on deposited amount will be calculated from 91st day of the date of the draw. In no case the period of deposit of this amount will exceed than 12 months.
- (iii). The applicants , in their own interest are requested to mention their Bank Account Numbers, Name and address of the Bank in the application form so as to facilitate the issuance of the refund cheques by the registering banks.

6. PAYMENT OPTIONS & EXTENSION OF TIME FOR MAKING PAYMENT :

A. PAYMENT OPTIONS:

The following options are available to the successful applicants / allottees for depositing balance amount of the land premium after adjustment of the registration amount:

Payment Plan-1:

In this option of payment, the successful applicant shall have to pay 50% of the total premium of the allotted plot (inclusive of registration money)within 60 days from the date of allotment and the balance 50% shall be payable in 16 half yearly installments (with 12% interest). Calculation of the date of installment shall be made from the 61st day from the date of allotment. In this option, the applicant shall be given a discount of 2% on the total premium of the plot. For this payment option, in General Category applicants, out of total available plots in every plot size category, 25% plots shall be reserved. In case, the number of applicants are less than the available plots in this payment option, confirmed allotment shall be made on priority basis. In case the number of applicants are

more than the available plots in this option, allotment shall be made by draw of lots done manually among all applicants opting for this payment plan .

Payment Plan-2:

In this option of payment, the applicant shall have to pay 30% of the total premium of the allotted plot (inclusive of registration money) within 60 days from the date of allotment and balance 70% shall be payable in 16 half yearly installment (with 12% interest). Date of installment shall fall due from the 61st day from the date of allotment. For this option in the General Category, out of the total available plots in every plot size category, 75% plots shall be reserved. Amongst all applicants under this option, a manual draw of allotment shall be done out of plots available in this category which shall include plots which remain un-allotted under the first option .

B. EXTENSION OF TIME FOR MAKING PAYMENT:

All payments shall have to be made within the time specified and no extension in time for making payment shall ordinarily be granted. However, in extraordinary circumstances, time for making payment can be extended by the Chief Executive Officer or any other officer authorized by him in this behalf on his satisfaction. Such extension of time, if granted, shall be subject to payment of an interest @ 14% p.a. compounded half-yearly on the outstanding amount for such extended period as may be granted .

7 PERIOD OF LEASE AND LEASE RENT:

- (i). Allotment of plot to allottee shall be done on lease for a period of 90 years.
- (ii). The allotment of plot will be given to the allottee on a lease of 90 years and lease rent shall be payable in lumpsum at the rate of 10% of the total cost of the plot before possession.

8. AREA OF THE ALLOTTED PLOT :

In some cases, the area of plot allotted may slightly vary, (increase or decrease) at the time of handing over possession of the plot. In such cases, the premium of the plot will stand varied proportionately. If variation in area is less than or equal to 10%, then on such basis the allottee shall have no right to surrender the plot. However, if such variation is in excess of 10% of the area allotted, then it would be open to the allottee not to accept the allotment and exercise the option of surrender. In such cases of surrender, after deduction of a token amount of Rs. 10,000/- as a processing fee, the rest of the amount paid by the allottee shall be returned without any interest thereon.

9. ALLOTMENT, POSSESSION , CONSTRUCTION AND SUB-DIVISION:

- (i) On the basis of availability of land, the number of plots available for allotment may be increased at the discretion of the Authority.
- (ii) In this scheme the allotment shall be done by manual draw. The tentative date of draw shall be 10th August, 2009. Any change in the date of actual draw shall be informed to the applicants by means of publication in daily newspaper and will also be available at the website of YEA.
- (iii) Allotment letters to the successful applicants shall be sent within 90 days from the date of draw.
- (iv) The possession of the allotted plot will be handed over only after deposition of 75% of the total premium (inclusive of the registration money) of the allotted plot in each case.
- (v) Allottees shall have to get construction done after getting building plan sanctioned and according to the construction policy/lease deed and building bye-laws of the Authority.
- (vi) The lessee/allottee shall not be entitled to divide the allotted plot or to amalgamate it with any other plot .

10. ELIGIBILITY TO APPLY:

A. General Category:

- (i). The applicant must be competent to contract and shall have attained the age of majority.
- (ii). All Indians/Non-Resident Indians who are neither in any way prohibited by the Government of India nor by U.P. Government under any specific rules to purchase any immovable property in U.P., shall be eligible to apply. Persons eligible as above can apply under any category only for one plot.
- (iii). No person shall be eligible to get allotment for more than one plot in this scheme.

B. Farmers Category:

- (i) Under this category 17.5% plots out of the total available plots are reserved for farmers of those villages of Distt. Gautam Budh Nagar whose lands fall under the notified area of Yamuna Expressway Industrial Development Authority and has been acquired or directly purchased by the Authority.

- (ii) It is essential for applying in this category that the Authority, must have taken possession of the land so acquired / purchased directly from such applicants before the opening date of this scheme.
- (iii) Under this reserved category, a person whose land is acquired or purchased by the Authority shall get allotment only once in his/her lifetime. Legal heirs of those farmers who have been once allotted the plot under this reserved category, shall not be entitled to apply under the reserved category in any future residential scheme of the authority.
- (iv) The eligibility of applicant shall vest in the legal heirs on the death of farmers whose lands have either been acquired or directly purchased by the Authority. With regard to eligibility of legal heirs the provisions of the U.P.Z.A.L.R. Act would apply. The succession certificate issued by a court of competent jurisdiction or by the District Magistrate or SDM alone and no other officer would be acceptable . In case of deceased farmer, all of his legal heirs can submit only one application jointly.
- (v) The farmers whose land area equal to or more than one acre has been acquired or purchased by the Authority may apply for any size of plot but the farmers whose land area less than one acre has been acquired or purchased by the Authority may apply only upto the size of one thousand meters plot under this scheme.
- (vi) No litigation in any court of law must be pending with the Authority by closing date of the scheme.
- (vii). No encroachment has been made by the applicant on the land acquired by the Authority irrespective of the acquired land against which the application for allotment has been made in this scheme.
- (viii). Every applicant under this category shall have to submit an affidavit in a prescribed format (Annexure -A) alongwith the application form.
- (ix) If under this category the applicants are less than the number of plots reserved, then the leftover plots shall be included in the draw for general category.

11. PROCEDURE TO APPLY:

- (i) The application form can be collected on payment of Rs. 500/- from any of bank branches listed in the last page of this booklet. For getting the application form by post, applicants have to send a demand draft of Rs. 600/- in favour of Senior Manager, HDFC Bank Ltd., C-1, Alpha Plaza, Alpha Commercial Belt, Greater Noida (U.P.). Apart from this, the application form can be downloaded from the website of the Authority, i.e. www.yamunaexpresswayauthority.com. While applying on a downloaded form, it is essential that the applicant attaches an additional demand draft of Rs. 500/- towards the cost of form to the Authority. Downloaded form from internet shall be deposited only in all those branches of HDFC Bank Ltd. which are mentioned in the list at the last page of this brochure.
- (ii) The application forms for Farmers Category can be purchased and submitted only at HDFC Bank Ltd., C-1, Alpha Plaza, Alpha Commercial Belt, Greater Noida (U.P.).
- (iii) The application form duly completed and signed along with the required registration money and all the required annexures shall be submitted to any of the

- bank branches listed on the page of this brochure on any working day during the period between the date of opening and the date of closure of this scheme.
- (iv) If the application is incomplete in any respect whatsoever or if any column is left blank or if the photo is not pasted at the designated place or mentioning an incomplete or untrue address or the bank draft or pay order is not attached or no signature or thumb impression found on the declaration, the application shall not be considered at all.

12. WITHDRAWAL / SURRENDER:

- (i) In the case of withdrawal of the application before any allotment is made, then after deducting an amount of Rs. 5,000/- from the registration money, the balance shall be refunded without any interest thereon.
- (ii) In the case of surrender at any time after allotment but before the execution of lease deed, then after deducting an amount of Rs. 10,000/- out of deposited amount, the balance shall be refunded without any interest thereon.
- (iii) In the case of surrender at any time after the execution of lease deed then out of the deposited amount, an amount of Rs. 20,000/- as a processing fee and 10% of the total premium of the plot both shall be deducted, and the balance shall be refunded without any interest thereon.

Note 1. Application for withdrawal of the application or surrender of the application shall be either sent by registered posts with acknowledgement due OR by personally at the reception office of the Authority against stamped receipt. The date of withdrawal / surrender shall be the date of which the application alongwith the required documents is actually received in the office of the Authority. No claim on the basis of postal certificate will be entertained.

Note 2.:

Alongwith the application for surrender the allottee shall have to attach the originals of the receipt of the registration form, allotment letter.

Note 3.

The signature of the applicant is a must on the application for withdrawl/surrender and a self-attested photograph should also be pasted on it.

13. CANCELLATION:

The Authority / Lessor shall be free to exercise its rights of cancellation of allotment/lease in the following cases:

- (i) Allotment / lease having been obtained through fraud, misrepresentation, mis-statement, or on account of suppression of material facts.

- (ii) Any violation of directions issued, or rules or regulations framed by the Authority or by any other statutory body.
- (iii) for breach, violation of the terms and conditions of registration / allotment / lease and/or non deposit of amount payable to the Authority as per the schedule prescribed in the letter of allotment / lease as the case may be, on the part of the applicant / allottee / lessee.
- (iv). In the event of cancellation, under sub-clause (i), (ii) and (iii), above, the entire deposits till the 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.
- (v). The amount forfeited under clause (iv) above shall not exceed the amount lying in deposit with the Authority. No separate notice in this regard shall be issued.

14. EXECUTION OF LEASE DEED:

- (i) The allottee shall be required to have the lease deed of the plot executed within such time as may be intimated by the Authority in this regard. The Chief Executive Officer, Yamuna Expressway Industrial Development Authority, can in exceptional circumstances grant extension for execution of the lease deed on such terms including payment of charges / penalty, as may be imposed while granting extension as per prevailing policy of the Authority prevailing on the date of grant of extension.
- (ii) Stamp charges, registration charges and all other expenses payable on the execution of the above document shall be borne by the allottee.
- (iii) Any lessee, with the previous written permission of the lessor or any officer authorized in that behalf, may mortgage the lease plot (i.e. after execution of the lease deed) for the purposes of procuring a loan from the any of bank / financial institution. In the event of grant of permission to mortgage the Authority shall have first charge over the mortgaged plot All other terms and condition on which mortgage is permitted shall be binding on the allottee.

15. TRANSFER OF PLOT:

(i) In favour of Legal Heirs:

Upon the death of the allottee / lessee transfer of plot to the allottee's / lessee legal heirs will be allowed with prior written permission of the Chief Executive Officer or any officer authorized by the CEO in this regard, subject to the

fulfillment of prescribed conditions which are prevalent as on the date of grant of permission. No transfer charges are payable in case of transfer by succession.

ii) In favour of all others , except legal heirs:

No transfer of the allotted / leased plot to any person, other than legal heir of the allottee / lessee, shall be permissible except on a written request made by the allottee / lessee followed by prior written permission of the Chief Executive Officer or any officer authorized by the Chief Executive Officer. Such permission may be granted subject to payment of transfer charges AND compliance of such other terms and conditions which may be imposed Chief Executive Officer or any officer authorized by the CEO in accordance with the policy of the Authority existing on the date of grant of permission to transfer. The permission to transfer shall be effective only after deposit of the transfer charges as may be in force at that time and fulfillment of all other requirement as may be set out in the permission for transfer. The power to reject or accept such request for transfer by an allottee / lessee shall vest in the Chief Executive Officer or any officer authorized by him in this behalf.

16. LAND USE:

The allotted / leased plot shall be used only for residential purpose and for no other purpose whatsoever. The allottee shall not indulge / carry out any activity on or from the premises which may amount to change in land use or case or likely to cause pollution or nuisance. Use of plot for any non residential purpose like shop, office, clinic, nursing home, school, crèche etc would amount to breach of the terms and conditions for which the allotment / lease would be cancelled and the Authority would be free to seal / re-enter the demised premises. The lessee shall not display or exhibit any posters, statues and other articles which are indecent or immoral.

17. LIABILITY TO PAY TAXES

The allottee / lessee shall be liable to pay all charges, taxes, fee assessment of every description in respect of the allottee / leased plot / house as may be imposed by the lessor or any other competent Authority.

18. OTHER CLAUSES:

- (i). The Chief Executive Officer or any officer authorized by him in this regard reserves the right to make such additions/alterations or modifications in the terms and conditions of allotment from time to time as he/she may consider just or/and expedient and the same shall be binding on the allottee / lease.
- (ii). In case of any clarification on interpretation regarding these terms and conditions the decision of the Chief Executive Officer shall be final and binding on the applicant / allottee / lessee.
- (iii) The allotted land shall be under the rules and rights for the protection of underground assets.

- (iv) The allottee shall have to comply with the provisions of the UP Industrial Area Development Act, the Rules and Regulations and bye laws made thereunder or directions issued from time to time by the Authority or any officer authorized in this regard with respect to the maintenance of land, building and surrounding areas etc. .
- (v) If due to any “force majeure” or any circumstances beyond the control of the Authority, the Authority is unable to make allotment or hand over the possession of the allotted plot, the entire deposit amount will be refunded along with simple interest at the rate of 4% per annum from the date of deposit till the date of payment. It is clarified that the month of deposit and the month of refund shall not be counted for the purposes of calculation of interest.
- (vi) Any dispute between the Authority/Lessor and allottee / lessee shall be subject to the territorial jurisdiction of the civil courts of Gautam Budh Nagar or the Hon'ble High Court of Judicature at Allahabad.
- (vii) All dues payable to the Authority shall be recovered as arrears of land revenue.
- (viii). Mere deposit of registration amount would not constitute a right to allotment of a plot.
- (ix). In the event of any discrepancy between the Hindi and English version of this brochure, the English version shall be deemed to be final and binding on the applicant / allottee / lessee.

For General Category Applicants

Sr. No. Name of Bank & Address

1. HDFC Bank Ltd., C-1, Alpha Plaza, Alpha Commercial Belt, Greater Noida
2. HDFC Bank Ltd., K-2, Som Dutt Towers, Sector-18, Noida
3. HDFC Bank Ltd., M-39, Outer Circle, Connaught Place, New Delhi
4. HDFC Bank Ltd., 5 R/2, Badshah Khan Chowk, N.I.T., Faridabad
5. HDFC Bank Ltd., Vatika Atrium, A-Block, Golf Course Road, Sector-53, Gurgaon
6. HDFC Bank Ltd., G 2-3, Windsor Park, 5 Vaibhav Khand, Indirapuram, Ghaziabad
7. HDFC Bank Ltd., Shop No. 3/4/11, Friends Plaza, Sanjay Place, Agra
8. HDFC Bank Ltd., 3/316A, Near Devetory Hospital, Ramghat Road, Aligarh
9. HDFC Bank Ltd., 169/2, Gaushala Road, Opp. BSA College, By Pass Road, Mathura
10. HDFC Bank Ltd., 381, Western Kachery Road, Near R. G. College, Meerut
11. HDFC Bank Ltd., H-57, Main Lajpat Nagar, Opp. Water Tank, Moradabad
12. HDFC Bank Ltd., 38, Darbari Lal Sharma Marg, Pranay Towers, Lucknow
13. HDFC Bank Ltd., 15/63, Krishna Tower, Civil Lines, Kanpur
14. HDFC Bank Ltd., Krishna Place, 154, Civil Lines, Bareilly
15. HDFC Bank Ltd., 460, DM Road, Bulandshahr
16. HDFC Bank Ltd., Prahalad Rai Trade Centre, Ayodhya Crossing Centre, Bank Road, Gorakhpur
17. HDFC Bank Ltd., D-54, Siddi Vinayak Ashok Marg, C Scheme, Jaipur
18. HDFC Bank Ltd., Vimla Tower, Agra Road, Firozabad
19. HDFC Bank Ltd., Vishal Motors, Agra Aligarh Road, Mahamayanagar (Hathras)
20. HDFC Bank Ltd., 8/6, Nainital Road, Bhotia Parao, Haldwani (Uttarakhand)
21. HDFC Bank Ltd., SCO 147/148, Sector-17C, Chandigarh
22. HDFC Bank Ltd., Kuber Complex, D-58/2, Rathyatra Crossing, Varanasi
23. HDFC Bank Ltd., Plot No. 54/01, Sardar Patel Marg, Civil Lines, Allahabad
24. Union Bank of India, C-56A/28, Sector-62, Noida
25. Union Bank of India, 14/15, F-Block, Connaught Place, New Delhi
26. Union Bank of India, BQ-Block Market, Shalimar Bagh, New Delhi
27. Union Bank of India, Palika Bhawan (Opp. Hyatt Regency), Moti Bagh, New Delhi
28. Bank of India, C-6, 7 & 8, F-Block, Beta-2, Commercial Complex, Greater Noida
29. Bank of India, PTI Building, 4 Parliament Street, New Delhi
30. Bank of India, IDI Mall, 1st Floor, Lajpat Nagar-III, New Delhi
31. Bank of India, 59, G.T. Road, Ghaziabad
32. Bank of India, Rajpur Road, Ghantaghar, Dehradun
33. Bank of India, 1, Naval kishore Road, Mohini Mansion, Lucknow
34. Bank of India, 8/168, Jivani Mandi, Belanganj, Agra
35. Bank of India, Roshan Ganj, Kotwali Road, Mathura
36. Bank of India, Main Branch, Allahabad
37. Axis Bank, G-4, Alpha Commercial Belt-1, Greater Noida

38. Axis Bank, K-21 & 22, Sector-18, Noida
39. Axis Bank, SCO-29, Sector-14, Near HUDA Office, Gurgaon
40. Axis Bank, Plot No. 4, Aditya Corporate Plaza, Community Centre, Karkardooma, New Delhi
41. Axis Bank, Kirpal Plaza, 4A/1, Tilak Nagar, Nazafgarh Road, New Delhi
42. Axis Bank, Plot No. 2, Centre for Social Research BDG, Nelson Mandela Road, Vasant Kunj, New Delhi
43. Axis Bank, 18/179, The Mall Road, Opp. Phool Bagh, Kanpur
44. Axis Bank, Hotel Crystal Palace, G-2/47 Civil Lines, Boundary Road, Meerut
45. Axis Bank, 356, Ward No. 18, Opp. Hotel Raj Darbar, DM Colony Road, Civil Lines, Bulandshahr
46. State Bank of India, Lagerstromia Shopping Complex, Greater Noida
47. State Bank of India, Sector-15 Vasundara, Ghaziabad
48. State Bank of India, Main Branch, Mathura
49. Allahabad Bank, A-6, Sector-10, Noida
50. Allahabad Bank, 5/4, Govind Bhawan, BK Hospital Road, NIT, Faridabad
51. Allahabad Bank, Wright Ganj, Post Box No. -27, Ghaziabad
52. Allahabad Bank, Meerut Development Authority, Meerut
53. Allahabad Bank, Umrao Bhawan, Railway Road, Post Box No.32, Aligarh
54. Allahabad Bank, Hazaratganj, Post Box No. 9, Lucknow
55. Oriental Bank of Commerce, SH-12, Gamma Shopping Centre, Gamma-I, Greater Noida
56. Oriental Bank of Commerce, A-135A, Sector-27, Noida
57. ABN Amro Bank, Ocean Heights, K-4, Sector-18, Noida
58. Bank of Baroda, First Floor, Shopping Centre, Gamma-II, Greater Noida
59. Bank of Baroda, Mahatma Gandhi Marg Branch, Agra
60. Bank of Baroda, Nehru Place, New Delhi
61. Canara Bank, S-2, Gamma Shopping Mall, Sector-Gamma, Greater Noida
62. Bank of Maharashtra, B-3, Commercial Belt, Sector-Alpha, Greater Noida

For Farmers Category Applicants

1. HDFC Bank Ltd., C-1, Alpha Plaza, Alpha Commercial Belt, Greater Noida

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