

Gautam Buddha University
Greater Noida

**TERMS & CONDITIONS
FOR ALLOTMENT OF SHOPS**

Gautam Buddha University, Greater Noida invites Sealed
Proposals in the prescribed application form for allotment of
Commercial Shops on rental basis.

IMPORTANT DATES

Bid Opens on	: 31st May 2010
Bid Closes on	: 09th June 2010 up to 3.30 P.M.
Submission of Offers	: 09th June 2010 up to 5.30 P.M.
Date of Opening of Proposals	: 10th June 2010
Time of Opening of Proposals	: 10:00 AM

TERMS & CONDITIONS FOR ALLOTMENT OF COMMERCIAL SHOPS

Gautam Buddha University, Greater Noida invites Sealed Proposals in the prescribed application form for allotment of Commercial Shops within the shopping complex on 3 years rental.

1.0 DETAILS OF SHOPS AVAILABLE

1.1 BUILT-UP SHOPS ON GROUND FLOOR IN SHOPPING COMPLEX

	(1)	(2)	(3)	(4)	(5)	(6)
Sr. No.	Shop No. *	Carpet Area of Shop(s) (M x M.)	Reserve Rental Rate per sqm. (in Rs.)	DD 1: Processing Fee (in Rs.)	DD 2: Earnest Money (= to 1 months rent) <i>plus</i> Security Deposit (= to 5 months rent) (in Rs.)	Permitted Activity
1.	'Chemists'	7.83 X 5.77=45.179 #	280/sqm	1000/-	Same	Chemists
2.	2	3.61 X 5.77=20.83	280/sqm	1000/-	Same	Saloon (Gents/Ladies)
3.	3	3.80 X 5.77=21.926	280/sqm	1000/-	Same	Fruits and Vegetable Shop
4.	4	3.80 X 5.77=21.926	280/sqm	1000/-	Same	Tailor
5.	5	3.80 X 5.77=21.926	280/sqm	1000/-	Same	Drycleaners

6.	6	3.80 X 5.77=21.926	280/sqm	1000/-	same	Stationery
7.	7	3.80 X 5.77=21.926	280/sqm	1000/-	same	General Store
8.	8	3.80 X 5.77=21.926	280/sqm	1000/-	same	Juice/Fast Food corner

*Location As per sitemap # If half of this 'Chemist' shop is desired than bid can also be put for half the carpet area.

2.0 ELIGIBILITY

1. Any person, trust, firm, company or registered co-operative society of Indian Origin may submit proposal for one or more than one shop. (However, only one shop per applicant will be allotted)
2. The person/firm submitting proposal should be competent and ready to enter into contract.

3.0 PAYMENT PLAN

- 3.1 The proposal submitter has to submit 2 demand drafts, one for the Processing fee and the second DD is the sum of Earnest money plus Security Deposit along with the proposal application. The processing fee and earnest money plus security deposit details are given in table 1.1. Earnest money may be adjusted against first month's rental. Monthly rental is to be paid in advance by the seventh of each month. If the rent is not paid upto 7th of the month, the allottee shall be liable to pay interest @15% per annum calculated on daily basis. If the party fails to pay the rent (with the interest) upto a period of three months, the competent authority may terminate the agreement and the entire security deposit shall be forfeited.

Since an option of two shops can be filled in the application the demand draft should be of the amount which is the higher of the two options.

4.0 HOW TO APPLY

The applicant may use the Proposal Application form as attached in Annexure I of this document.

5.0 RESTRICTION ON UTILITY

The shops have to be utilized as per the details prescribed in 1.1 above from the date of rent agreement. The allottee shall use the shops/showroom/eating joint subject to the condition that the activities considered not to be of public interest/hazardous against the existing statutes shall not be carried out. Any activity which creates noise pollution or air pollution, shall not be allowed in the shopping complex. Allottee shall obtain all statutory clearances from the Authorities concerned for functioning prior to the commencement of Business and the University shall not be responsible for any consequences arising out of failure to do so.

Sale and Distribution of any kind of tobacco, liquor, pornographic material, psychotropic drugs or related products is strictly prohibited.

6.0 EXECUTION OF LEASE DEED, POSSESSION & COMPLETION

6.1 Rent Agreement – The allottee shall be required to enter into a Rent Agreement within two weeks of Date of Allotment. In case of failure to do so action may be taken as per Terms and Conditions of the allotment.

6.2 Functional – The shop has to be made functional as per purpose specified in rent agreement within two weeks of execution of Rent Agreement.

7.0 MODE OF PAYMENT

Normally no extension in payments shall be allowed. All payments must be in the form of DD/PO drawn in favor of Gautam Buddha University payable at New Delhi/Noida/Greater Noida.

Note: For the purpose of this document the date of issue of allotment letter shall be reckoned as the date of allotment. Also, For the purpose of this document the date of execution of the Rent Agreement shall be reckoned as the date of taking over of possession.

8.0 AREA

The area mentioned is approximate and the allottee will have to accept a variation of upto 10%.

9.0 ACCEPTANCE OF PROPOSAL

The Competent Authority of the University may without assigning any reason, withdraw all or any of the shops from the offer at any stage.

The committee responsible for finalization of the allotments may accept or reject any offer including the best proposal after considering all other aspects.

An applicant may put in a application offering higher rent/sqm than the reserve price.

Maximum of only one shop can be allotted to a single applicant.

A proposal cannot be withdrawn once made.

10.0 AS IS WHERE IS BASIS

The commercial shops have to be accepted on 'As is where is basis'.

11.0 UNSUCCESSFUL PROPOSALS

Earnest money will be returned to unsuccessful tenderers after completion of the tender process. The processing fee is non-refundable.

12.0 SURRENDER

The allottee may surrender the allotment before signing of the Rent Agreement. If an allotment is surrendered the Earnest Money (= to 1 months rent) will be forfeited and only the Security Deposit (= to 5 months rent) will be refunded.

The entire money (Earnest Money plus Security Deposit) will be forfeited if the allottee neither signs the rent agreement within two weeks of allotment nor surrenders the allotment.

13.0 CANCELLATION

The Rent Agreement may be cancelled by the Competent Authority of the University in case

13.1 Allotment was obtained by misrepresentation/suppression of material facts.

13.2 Any violation of directions issued of rules framed.

13.3 For any other reason deemed fit.

In case of cancellation all deposits and/or earnest money will be forfeited.

14.0 VOLUNTARY WITHDRAWAL

The allottee can vacate the shop on voluntary basis by giving two months notice in advance to the competent authority.

15.0 RENT AGREEMENT RENEWAL

The Rent agreement will be renewed for a period of two years at the prevailing rates. In case of non-renewal or voluntary withdrawal the security deposit will be refunded subject to 'No Claims' on the security deposit by the competent authority.

16.0 EXECUTION OF RENT AGREEMENT AND POSSESSION

Rent agreement has to be signed within two weeks of allotment.

17.0 DOCUMENTATION CHARGES

All Agreement and registration related documentation charges are to be borne by the allottee.

18.0 FUNCTIONAL

The Shop allotted has to be made functional to the satisfaction of the Competent Authority of the University within one month of Rent Agreement.

19.0 TRANSFER/SUB LEASE OF COMMERCIAL SHOPS

Transfer and sub letting is not permitted without the written permission of the Competent Authority of the University.

20.0 ENCUMBERANCE

The allottee cannot create any charge/lien/mortgage/hypothecate on the shop(s) allotted to him for any purpose.

21.0 MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee cannot use the commercial shops for any other purpose other than that for which allotted. Any alterations in the structure may lead to cancellation of the Rent Agreement.

22.0 LIABILITY TO PAY TAXES

All Government taxes due to the Commercial shop or activity is to be borne by the allottee.

23.0 MAINTENANCE

The property needs to be well maintained and the surroundings should be kept neat and clean. In case on non compliance penalty may be imposed by the Competent Authority of the University.

24.0 OTHER CLAUSES

The Competent Authority of the University reserves the right to make such additions/alterations or modifications in the terms and conditions of the Allotment/ Rent Agreement as necessary from time to time.

Gautam Buddha University
Greater Noida

Application form for allotment of Commercial Shops

Name of the applicant:

Details: Person/ Trust/ Firm/ Company/ Registered co-operative society

PAN Number:

Sales Tax / Service Tax Registration Details:

**Registration under Shop and Commercial Establishments Act
(wherever applicable):**

Details of shop applied for :

Sr. No	Shop Number/ Name of Earmarked shop Applying for	Rent offered (should be greater than or equal to the reserve rental rate)	Similar Experience details*
1.		Rent offered = Rs. _____/sqm	

*Wherever applicable mention details of experience in running similar setup (Refer Permitted activity in Section 1.1)

The following documents have been attached as required:

1. Income Tax Returns of last 2 years
2. Last two years Balance Sheet (if applicable)
3. Bank account statement of last quarter.
4. Two demand drafts, as per payment Plan 3.0

I agree to the terms and conditions as mentioned in the Commercial Shops allotment document.

Signature of applicant/authorized person with Seal

Any other attachments (if enclosed) in support of details mentioned above:

- 1.
- 2.
