

# **Gautam Buddha University**

## **Greater Noida**

### **SPECIAL TERMS & CONDITIONS FOR ALLOTMENT OF SHOPS**

**Gautam Buddha University, Greater Noida invites Sealed Proposals in the prescribed application form for allotment of Commercial Shop on 5 year rental.**

#### **IMPORTANT DATES:**

<b>Scheme Opens on</b>	<b>: 02-06-2011</b>
<b>Scheme Close on</b>	<b>: 22-06-2011</b>
<b>Submission of Proposals</b>	<b>: 02-06-2011 to 22-06-2011</b>
<b>Date of Opening of Proposals</b>	<b>: 24-06-2011</b>
<b>Time of opening of Proposals</b>	<b>: 3:00 P.M.</b>

## SPECIAL TERMS & CONDITION FOR ALLOTMENT OF COMMERCIAL SHOPS

Gautam Buddha University, Greater Noida invites Sealed Proposals in prescribed application form for allotment of Commercial Shops within the shopping complex for the period of 5 years on rental basis. Applications are invited in the trade mentioned below.

- 1- Cafeteria/Restaurant
- 2- Fruit and vegetable
- 3- Tailor (Gents)
- 4- Tailor (Ladies)

### 1.0 DETAILS OF SHOPES AVAILABLE:

#### 1.1 BUILT-UP SHOPS ON GROUND FLOOR IN SHOPPING COMPLEX

Sr. No.	(1) (No. of Shops) Shop No.*	(2) Carpet Area of Shop(s) (M. X M.)	(3) Reserve Rental Rate per sqm. (in Rs.)	(4) Processing Fee (in Rs.)	(5) Earnest Money (in Rs) (=to 6 months rent)	(6) Permitted Activity
1-	1	Main Cafeteria 15.0 X 9.00 Kitchen 8.0 X 5.77 Service Counter 3.685 X 5.77 Service Yard 3.8 X 4.55 Handwash 1.5 X 3.61	559/sqm	1,000/-	Total area as per (2) X Reserve Rental (3) X 6 months	Cafeteria/Restaurant
2.	4	3.80 X 5.77	559/sqm	1,000/-	same	Fruit and vegetable
3.	9	3.80 X 5.77	559/sqm	1,000/-	same	Tailor (Gents)
4.	10	3.80 X 5.77	559/sqm	1,000/-	same	Tailor (Ladies)

\* Location as per sitemap

## 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.
2. A separate application shall be required to be submitted for each activity.
3. The proposal submitter should be competent to submit the tender and enter in to contract.

## 3.0 PAYMENT PLAN:

The proposal submitter has to submit 2 demand drafts, one each for the Processing fee and Earnest money separately along with the proposal application. Monthly rental is to be deposited/paid in advance by the seventh of each month. The earnest money and processing fee details are given in table 1.1. Since an option in three shops/combination of shops can be filled in application along with priority- the demand draft should be of the amount which is highest of the three options.

## 1.0 HOW TO APPLY

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

## 5.0 RESTRICTION OF UTILITY

The shops have to be utilized as per the details prescribed in 1.0 above from the date of rent agreement. The allottee shall use the shop/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 clearance from the Authorities concerned for functioning prior to commencement of Business and University shall not be responsible for any consequences arising out of failure to do so.

## 6.0 EXECUTION OF LEASE DEED, POSSESSION & COMPLETION

- 6.1 Rent Agreement- The allottee shall be required to enter into a rent agreement within one month of Date of Allotment. In case of failure to do so action may be taken as per General Terms and Condition of the allotment.
- 6.2 Functional – The shop has to be made function within three months of execution of Rent Agreement.

**GENERAL TERM & CONDITIONS  
FOR ALLOTMENT OF SHOPS**

**Gautam Buddha University, Greater Noida invites Sealed  
Proposals in the prescribed application form for allotment of  
Commercial Shops on 5 years rental.**

## GENERAL TERMS AND CONDITION FOR ALLOTMENT OF COMMERCIAL SHOPS

### 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 favour 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 the possession.

### 8.0 AREA

The area mentioned is approximate the allottee will have to accept a variation of up to 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 allotment may accept or reject any offer including the best proposal after considering all other aspects.

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 tenders 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.

## 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.

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

## 14.0 RENT

The rent of Rs. 559/sqm will remain constant for first three years and will there after increase @ 10% every two years thereafter.

## 15.0 EXECUTION OF RENT AGREEMENT AND POSSESSION

Rent agreement has to be signed within one month.

## 16.0 DOCUMENTATION CHARGES

All agreement related documentation charges are to be borne by the allottee.

## 17.0 FUNCTIONAL

The shop allotted has to be made functional to the satisfaction of the Competent Authority of the University within three months of Rent Agreement.

## 18.0 TRANSFER/SUB LEASE OF COMMERCIAL SHOPS

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

#### 19.0 ENCUMBERANCE

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

#### 20.0 MISUSE, ADDITIONS, ALTERATION ETC.

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

#### 21.0 LIBILITY TO PAY TAXES:

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

#### 22.0 MANTINANCE

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

#### 23.0 OTHE CLAUSES

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