

# **Gautam Buddha University**

## **Greater Noida**

### **TERM & CONDITIONS FOR ALLOTMENT SHOPS**

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

#### **IMPORTANT DATES:**

<b>Bid Opens on</b>	<b>: 06-08-2011</b>
<b>Bid Closes on</b>	<b>: 26-08-2011</b>
<b>Submission of Offers</b>	<b>: 06-08-2011 to 26-08-2011</b>
<b>Date of Opening of Proposals</b>	<b>: 29-08-2011</b>
<b>Time of opening of Proposals</b>	<b>: 3:00 P.M.</b>

## 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 on 3 years rental.

### 1.0 DETAILS OF SHOPES AVAILABLE:

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

Sr. No.	(1) Shop No.*	(2) Carpet Area of Shop(s) (M. X M.)	(3) Reserve Rental Rate per sqm. (in Rs.)	(4) DD1: Processing Fee (in Rs.)	(5) DD2: Earnest Money (= to 1 month rent) plus Security Deposit (= to 5 months rent) (in Rs.)	(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 4.155 Handwash 1.5 X 3.61	280/sqm	1,000/-	Same	Cafeteria/Restaurant
2.	4	3.80 X 5.77	280/sqm	1,000/-	Same	Fruit and Vegetable
3.	9	3.80 X 5.77	280/sqm	1,000/-	Same	Tailor (Gents)
4.	10	3.80 X 5.77	280/sqm	1,000/-	Same	Tailor (Ladies)
5.	11	3.61 X 5.77	280/sqm	1,000/-	Same	Book Shop

\* 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. (However, only one shop per application 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 each for the Processing fee and 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 rent is not paid upto 7<sup>th</sup> 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.

## 4.0 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 1.1 above from the date of rent agreement. The allottee shall use the shop/showroom/eating joint subject to the condition that the activities considered that the activities considered not 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 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 General Terms and Condition of the allotment.
- 6.2 Functional – The shop has to be made functional as per purpose specified in rent agreement within two week 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 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 of 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.

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 surrender 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 advance to the competent authority.

## 15.0 RENT AGREEMENT RENEWAL

The rent agreement will be renewed for the 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 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 two weeks of Rent Agreement.

## 19.0 TRANSFER/SUB LEASE OF COMMERCIAL SHOPS

Transfer and sub letting is not permitted .

## 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, 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.

## 22.0 LIBILITY TO PAY TAXES:

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

## 23.0 MANTINANCE

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

## 24.0 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.