



# Kendriya Vihar-II Apartments Owners' Association

Community Center- I, Kendriya Vihar-II, Plot No.3, Sector-82, NOIDA-201304 (U.P.) Ph: 2463700

Date: 04/12/2012

## **Invitation of Bid for Allotment of Shop No. 1, CC-II**

Applications are invited from members of the Kendriya Vihar-II, Apartment Owners' Association (KV-II, AOA), as per following eligibility and terms and conditions, for taking part in the auction of **Shop No.- 1 at Community Centre - II** in the premises of Kendriya Vihar-II. The Shop can be used for the **purpose of selling Medicines and/or for general purpose items**. Application in the prescribed proforma along with requisite **Earnest Money Deposit (EMD) of Rs 25000/- (Rupees Twenty Five Thousand only)** and other required papers are to be submitted in the KV-II, AOA, Office latest by **14/12/2012 till 19.00 Hrs**. EMD is to be paid through a Demand Draft\Pay Order, drawn in favour of KV-II, AOA, A/C No.30088147857 payable at Noida.

Applications and documents attached therewith will be evaluated and only such bidders who are found qualified by the AOA shall be allowed to take part in the bid. List of qualified and unqualified bidders will be notified on the notice board by **15/12/2012**. Fifty percent of the EMD shall be forfeited, in case a qualified bidder fails to take part in the bid.

The auction will be held on **16/12/2012 (Sunday)** at **11.00 Hrs** at the Community Centre-I. **Minimum Rent of Rs 15,000/- per month** has been fixed and bidders have to quote more than the reserved amount. The Shop shall be allotted to the bidder quoting highest amount, subject to fulfillment of all other terms and conditions by the said bidder/applicant. The amount once quoted by a bidder, shall not be allowed to be rolled back, whatever may be the reasons, and the bidder will have to agree to pay the amount quoted in the bid as rent for the Shop, otherwise the EMD of such bidder shall be forfeited. The KV-II, AOA reserves the right to cancel process of auction at any time or at any stage without assigning any reasons, what so ever.

### **ELIGIBILITY**

Any member of KV-II, AOA can apply for allotment of the shop in the prescribed application form, in his/her name or in the name of his/her dependent spouse or adult dependent ward having no other sources of earning, provided the person is sound in mind, capable to enter into the legal/commercial agreement and against whom no criminal case is pending in any court of law. The applicant member should also fulfill following other conditions:

- (i) Regularly paying monthly subscription and other charges to the AOA.
- (ii) Not running commercial activity in his/her apartment.
- (iii) Has not made any addition/alteration/encroachment etc. which has the effect of altering the outer facets of the flat/apartment.

- (iv) Is not a member of Executive Committee or office bearer of KV II AOA.
- (v) A member or his/her dependent spouse or adult dependent ward should not have any other allotted shop in KV-II, except the one for which the auction is being held. If a member, who is already allotted a shop in his/her name or in the name of his/her dependent, wants to participate in the auction, then he/she has to obtain a NOC from the AOA Office to the effect that no dues are pending against him/her towards the society and has to submit the same along with the application form for participating in the auction.
- (vi) In case of auction of two or more shops being held simultaneously, a member is permitted to participate in all the auctions. But if a member becomes the highest bidder in the auction of one shop, he/she will not be allowed to participate in the auction for other shops. His EMD for the second and subsequent shops will be returned in full, as per clause no. (ii) of Terms and Conditions.

### **Terms and Conditions**

- (i) The KV-II, AOA shall issue an offer of allotment to the successful bidder and he/she shall have to convey the acceptance of the offer along with an interest free security deposit equivalent to six months' rent within seven days from the date of issue of offer of allotment, failing which the offer will stand automatically cancelled, unless otherwise specifically extended by the AOA. The EMD deposited along with the application form shall be adjusted against the security deposit. In case, the successful bidder does not accept the offer, the EMD shall be forfeited and the 2<sup>nd</sup> higher bidder shall be given the offer. In case, the 2<sup>nd</sup> higher bidder also does not accept the offer of allotment his/her EMD shall also be forfeited and 3<sup>rd</sup> highest bidder shall be given the offer. This process will be continued until all the bidders are exhausted. In case of non-acceptance of offer by the successful bidder, such member will also be debarred from participating in future auction of shops for a period of FIVE years.
- (ii) Successful bidder will be required to enter into an agreement with the KV-II AOA, governing various conditions of the lease, within a period of seven days of acceptance of the offer and to take possession of the shop thereafter, failing which the offer will be treated as cancelled and EMD shall be forfeited. The EMD of the unsuccessful bidder(s) shall be returned within a period of fifteen days from the date of completion of the process of allotment of shops.
- (iii) Successful bidders shall be allowed to utilize the said shop for the specified purpose for a maximum **period of THREE years with an increase in the rent by 10% (compounded) on completion of each period of one year.**

- (iv) Rent agreement towards allotment of shop will be preferably signed with the member who has succeeded in the bid, however, in case such member wants allotment of shop and agreement to be executed in the name of his/her dependent spouse / ward, such member will have to submit an undertaking/surety in the prescribed proforma, on non-judicial stamp paper of 100/- (Rupees one hundred only) duly attested by Notary Public or a first Class magistrate that he/she will be responsible to ensure that all the terms and conditions of the lease agreement are scrupulously followed and in case of violation of any of the terms and conditions, the AOA will be free to cancel the allotment of the said shop and to take all other such actions which may be warranted.
- (v) Rent agreement to be executed will have to be registered and all expenses for registration of the lease deed shall be borne by the successful bidder.
- (vi) The successful bidder will also be required to get an electricity connection of required electrical load for the allotted shop from the UPPCL himself/herself in the **name of Secretary KV-II AOA, Shop No. 1, C.C.-II.**
- (vii) The allottee of the shop shall be responsible for paying on time, in addition to the agreed monthly rent, maintenance charges of Rs. 500/- (Rupees Five Hundred only) per month and any other applicable charges as decided by the EC to the AOA (as per agreement) from the date of handover of the shop. The allottee will also be required to deposit, in advance, post dated cheques (payable on 7<sup>th</sup> day of the respective month) towards payment of rent for a period of one year to KV II AOA and thereafter for another period of one year and so on during the entire lease period. In case, any of these payments is not made in time, such delayed payment will be acceptable by AOA along with late fee @ Rs 50/- (Rupees Fifty only) per day, separately in respect of each of the payment due and not paid, for the entire period of delay and till the payment is made. If the agreed rent or any other charges are not paid for consecutive two months, the AOA shall be at liberty to cancel the allotment of the shop and forfeit the security deposit.
- (viii) The allottee has to deposit the electricity consumption charges directly to the UPPCL and submit the bill and payment receipt to the KV- II AOA regularly. Any disconnection due to non-payment of the bill and subsequent penalty imposed by the UPPCL will be the responsibility of the allottee.
- (ix) The allottee of the shop shall run the shop himself/herself and shall be generally available in the shop. The shop shall not be transferred or sub-leased in part or in full to any third party who-so-ever he/she may be.

- (x) The allottee of the shop shall adhere to all statutory rules and regulations governing running of shops and shall make his/her own arrangement for obtaining license from the concerned authorities wherever applicable/required.
- (xi) The allottee of the shop shall ensure, not to undertake any additions or alterations in the existing structure of the shop, and not to encroach upon the area surrounding / in front of the shop.
- (xii) The allottee of the shop or his/her family members shall not indulge in such activities, which are objectionable to the AOA and vitiates the atmosphere of peace and harmony in the colony.
- (xiii) The allottee of the shop shall ensure quality and reasonable price of the product sold.
- (xiv) The shop shall be closed latest by 10 P.M. in the night.
- (xv) A member who is allotted the shop shall not be eligible to take part in the election for becoming a member of Executive Committee/Office Bearer of KV-II AOA during the entire contractual period of the shop and till the time all dues to KV II AOA are settled in full.
- (xvi) The allottee of the shop shall be free to vacate the shop and hand over the possession of the shop any time during the lease period with an advance written notice of two months to the AOA.
- (xvii) In case of violation of any of the terms and conditions of the agreement, the KV-II, AOA reserves the right to terminate the rent agreement with immediate effect.
- (xviii) The allottee shall hand over the vacant possession of the shop to the KV II AOA on or before the day of expiry of the lease period. In case of termination of the rent agreement on account of violation of any of the terms and conditions thereof, the allottee shall hand over the vacant possession of the shop to the KV II AOA within a maximum period of 15 days from such termination.
- (xix) If the allottee fails to hand over the vacant possession of the shop to KV II AOA as per deadline indicated in Para -xviii above, the amount equivalent to four times the agreed rent will be charged as penalty for such unauthorized occupation of the premises in addition to other such actions which may be warranted in the situation.
- (xx) In case of disputes arising in any of the terms and conditions, the decision of the AOA shall be final and binding.
- (xxi) The above-mentioned Terms & Conditions shall be an integral part of the rent agreement to be signed between the successful bidder and the KV II AOA.

**(D.P. Singh)**  
**Secretary, AOA**