

(Cost of Application form: Rs. 500/-+GST)

Form No:

APPLICATION FORM

For Auction of Shop No-1 in Community Centre-II of Kendriya Vihar- II, Sector-82, Noida

1. Shop No: 1 of CC-II for Selling General items

Shop No. and Purpose: _____

2. Name of the Applicant

(Self or Dependent as the case may be)

3. Registration No. given by CGEWHO.....

4. Name of Allottee of Flat No.

(In case of Dependent, the details thereof)

5. Permanent Address of Applicant with phone No. (s)

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6. Present Address with phone No. (s)

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7. Present office Address and phone No. (s)

.....

8. Whether presently residing in Kendriya Vihar-II, Sector-82, Noida in

Allotted/allottee's Flat Yes/ no.

9. E.M.D. Detail

Amount: Rs.....

Draft No.

Date:

I have read and understood the terms & conditions of the auction and I will abide by the same. In addition I will also abide by other rules & regulations of the agreement in the event of the shop being allotted to me.

Date: -

Signature of the Applicant

Place:

Name:

Document required:

- i) Copy of possession Letter given by CGEWHO.
- ii) Demand Draft for Rs. 75000/-.

DETAILS OF SHOP, TERMS & CONDITIONS AND PROCEDURE FOR AUCTION

SHOP NO & AREA	PURPOSE: General Stores
Shop No- 1 Community Centre-II	Other Items

TERMS & CONDITIONS:

1. ELIGIBILITY CRITERIA
 - i) Allottee or his/her dependent wife/husband and Adult dependent ward who is having no other sources of income/earning, and not above 25 years of age and also dependent handicapped child on the date of submitting the application, with a sound mind and capable to enter into the Legal/ Commercial agreement.
 - ii) Dependency certificate to be submitted by the Member along with the application.
 - iii) Regular in paying the Monthly Subscription charges (i.e. Rent, Maintenance & DG Back up charges).
 - iv) Not running any Commercial activity in their apartment.
 - v) Has not made any addition / alteration / encroachment etc. which alters the outer facets of the flat/ building.
 - vi) As all the three successful bidders of auction in respect of Shop No.01 CC-II KV-II, held on 01.05.2022 have expressed their unwillingness to accept the allotment of aforesaid shop, therefor, the BOM, AOA, KV-II has decided to add the following clause in the Tender Document:
 1. EMD would be Rs. 75000/-
 2. The highest three bidders of previous auction including their family members dependent to them will not take part in the auction of Shop No.1 CC-II, KV-II.
 3. During the course of auction, only applications will take part.
 4. Applicants will not use their cell phone/mobiles during the period of auction.
2. Those who fulfil the eligibility conditions mentioned at point No.1 can purchase the application form on payment of Rs. 500/- plus GST from the AOA office up to 01.05.2022, 16:00 hrs. The applicant may submit their application in the AOA, KV-II, office by 01.05.2022, 17:00 hrs in the prescribed format to participate in the auction along with an Earnest Money Deposit (EMD) of Rs. 75000/- (Rupees Seventy five Thousand only) through a Demand Draft/ Pay order drawn, in favour of "KV-II, AOA, A/c No. 37255619357" payable at "Noida". Retired Persons shall be given preference in Licensing /Allotting the shop.
3. The auction will be held on 01.05.2022, 18:00 hrs at the Community Centre-I (CC-I), AOA, KV-II. A minimum reserved Rent of Rs.23, 000/- per month (GST extra) for Shop No. 1 in Community Centre-II (CC-II) has been fixed and bidders have to quote over and above the minimum reserved rent amount only. The lease of shop shall be given to the highest quoted bidder, keeping in view the fulfilment of other terms & conditions by applicant. The amount quoted once shall not be allowed to be rolled back for what-so ever reasons may be, and bidders will have to pay the agreed amount to AOA, KV-II.
4. Successful bidder shall be allowed to utilize the said shop for a period of Three years with fixed reserve rate of rent. The maximum period of shop tenancy would be Five years with the review after three years, with 05% increase in rent annually.

5. The AOA, KV-II 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 three months' rent within seven days from the date of issue of offer of allotment, failing which the allotment stands automatically cancelled, unless otherwise specifically extended by the AOA, KV-II. The EMD deposited along with the application form shall be adjusted against the security deposit for the successful bidder and he/she shall pay the balance amount. In case the successful bidder does not accept the offer, the EMD shall be forfeited and the 2nd higher bidder shall be given the offer. In case the 2nd higher bidder also does not accept the offer of allotment his/her EMD shall also be forfeited and the 3rd highest bidder shall be given the offer. This process will be continued until all the bidders are exhausted. However, it may be noted that non-acceptance of offer will entail forfeiture of EMD. An agreement governing various conditions of the lease will have to be signed by the successful bidder with the KV-II, AOA within a week of accepting the offer and take possession of the shop thereafter failing which the allotment gets cancelled and EMD shall be forfeited. The EMD of the unsuccessful bidder shall be returned with-in the fifteen working days from the date of completion of the process of allotment of shop.
6. In case of his/her dependent family member being a successful bidder, the allottee will have to submit an undertaking on a non-Judicial stamp paper of Rs. 10/- (Rupees Ten only) duly attested by Notary Public or a first class magistrate that he/she will take the responsibility on behalf of the dependent family member for all the terms and conditions of the lease agreement to be entered with the AOA and that in case of violation of any terms & conditions by the dependent family member, the AOA will be free to cancel the allotment of the said shop.
7. The successful bidder shall be responsible for paying in addition to the agreed monthly rent, electricity charges, DG backup charges as may be fixed by AOA and Maintenance charges of Rs. 500/- per month (GST extra) payable to the AOA (applicable from the date of signing the agreement) by seventh of every month in advance and take proper receipt. In case the payment is made beyond the period of seven days he/she shall be liable to pay an additional amount of Rs. 50/- (Rupees fifty only) per day till the end of month. If he/she not pay the agreed rent or any other charges by the end of two months, the allotment shall be cancelled and the security deposit shall be forfeited.
8. 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.
9. The successful bidder shall adhere to all statutory rules and regulations governing running of shop and shall make his/her own arrangement for obtaining license from the concerned authorities wherever applicable/required.
10. (a) No additions or alterations of permanent nature shall be allowed in the existing structure rented out and the surrounding place in front of the shop should in no way be encroached upon, otherwise the allotment is liable to be cancelled.
(b) Allottee will not be allowed the sub let the shop in any circumstances.

11. (a) The licensee of the shop shall not indulge themselves in such activities, which are objectionable to the AOA and shall maintain peace and harmony in the complex.
(b) Allottee will not be allowed to sale any objectionable items / products such as tobacco, bear, leaker, cigrate, pan, bidi, masala etc.
12. The Allottee Shop Keeper shall ensure quality and reasonable price of the product sold.
13. The daily timing of the shop shall be 07:00 AM in the morning to 10:00 PM in the night with 2 hours break. The applicant shall run the shop himself/ herself and shall be generally available in the shop.
14. The allottee of the shop shall be free to vacate the shop any time, with an advance written notice of one month to the AOA. The security deposit of the allottee shall be refunded within 7 days after handing over the shop to AoA.
15. The intending bidder should sign each page of the application including terms and conditions as a token of acceptance of the terms and conditions of the bid as laid down by the AOA.
16. Applications and documents attached therewith will be evaluated first and only qualified bidders as found by AOA shall be allowed to take part in the bidding.
17. Fifty percent of the EMD shall be forfeited in case a qualified applicant fails to take part in the bid.
18. In case of disputes arising in any of the terms and conditions the decision of the AOA shall be final and binding.
19. The KV-II, AOA reserves the right to terminate the contractual agreement if the Allottee is found to violate the undertaking given to AOA regarding making additions/alterations in shop.
20. The KV-II, AOA reserve the right to terminate the contract agreement of the anytime, if found that the terms and conditions are not being adhered to strictly.
21. The KV-II, AOA reserve the right to cancel process of auction at any time or at any stage without assigning any reasons, what so ever.
22. In case an Office-Bearer of the Board whose dependent Family member intend to participate in the Bid Auction of the shop, he/she shall have to resign as Board Member as per decision taken in GBM meeting held on 30.11.2008.
23. An allottee or his/her dependent wife/husband shall not be eligible to take part in the election for becoming a member of Board of Management of AOA, KV-II during the contractual period of shop.
24. The above-mentioned Terms and Conditions shall be an integral part of the licensee Agreement to be signed between the Bidder and the AOA later on.
25. **Dispute Resolutions**
 - (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion with the Allottee of shop. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator. In this case President of BOM will be the sole Arbitrator.

- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by both respective parties in equal proportions. Arbitration proceedings will be held at Gautam Budh Nagar only.

26. JURISIDICION OF COURT

The courts at Gautam Budh Nagar shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Mohd Azeem Khan
10/4/22
(Dr. Mohd. Azeem Khan)
Secretary, BOM