



# VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY

Please see the "terms and conditions of Licence" enclosed hereto)

Application No. \_\_\_\_\_

Cost of form: Rs.100/-

**Signature of the issuing Authority**

APPLICATION FOR ALLOTMENT OF SHOPS / BUNKS / STALL / OFFICE ACCOMMODATIONS  
IN VARIOUS COMPLEXES OF VUDA ON LICENCE BASIS.

(Please see the "TERMS AND CONDITIONS OF LICENCE" enclosed hereto)

I offered an amount of Rs. \_\_\_\_\_ for month for Shop/ Stall/Bunk No. \_\_\_\_\_ in \_\_\_\_\_  
complex

I offered an amount of Rs. \_\_\_\_\_ per Sft. for office accommodation in \_\_\_\_\_  
complex.

I enclosed a Demand Draft bearing No. \_\_\_\_\_ dt. \_\_\_\_\_ For Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) for allotment of Allotment of Shops / Bunks  
/ Stalls No. \_\_\_\_\_ Of \_\_\_\_\_ complex (Shop) for allotment of office accommodation of  
\_\_\_\_\_ Sft. in \_\_\_\_\_ Complex.

1. Name of the applicant :  
(IN BLOCK LETTERS)
2. a) Address for correspondence :  
(IN BLOCK LETTERS)

Permanent address :  
(IN BLOCK LETTERS)

3. Phone No. : Office: Res:
3. Age :
4. Father Name / Husband Name :
5. Business / Occupation and place of work at present :
6. Nature of Business proposed to be run in the Shop / Bunk/Stall Office Building Trade
7. Credential Pertaining to his Business and other qualifications.
8. To furnish references from two well known persons for pursuing future references :
  - i)
  - ii)

I certify that the particulars furnished by me are correct and agree to abide by all the conditions contained in the enclosed.

Date :

Encl: 1. Conditions duly signed.

2. DD for Rs.

**SIGNATURE OF THE TENDERER / APPLICANT**

**N.B. strike out which is not applicable.**

TERMS AND CONDITIONS FOR ALLOTMENT OF SHOPS / BUNKS / STALLS / OFFICE ACCOMMODATION IN VARIOUS COMPLEXES OF VUDA ON LICENCE BASIS & SEALED OFFER-CUM-AUCTION CONDITIONS.

1. Interested parties / applicants can inspect the Shops / Bunks / Stall / Office Accommodation before submitting their applications. It shall be deemed that the applicants have submitted the applications only after physical inspection of the shop / bunk / stall / office accommodation.
2. Where an applicant wishes to apply for more than one shop, he / she has to submit separate application form for each shop duly enclosing separate DD towards EMD. The applicants are required to indicate the shop No. \_\_\_\_\_ / office accommodation in the space provided in the application form. The applicants are also required to specify on the top of the sealed cover containing the application that the application is for allotment of shop No. \_\_\_\_\_ / Office Accommodation \_\_\_\_\_ at \_\_\_\_\_ complex. In case the application is for allotment of office, the applicants are required to indicate the plinth area, required, rate offered per sft. and the other details such as floor and name of the complex in the space provided for that purpose in the application form.
3. The period of the Licence is three years only. On completion of three years there will be fresh auction. The licence will cease after the expiry of three years and the premises will be taken back by VUDA without further notice.
4. The application for Licence should be accompanied by EMD through Demand Draft drawn in favour of "Vice-Chairman, VUDA, Visakhapatnam ". Applications received without EMD's are liable for rejection cheques or any other mode of payment will not be accepted. No interest will be paid on the EMDs paid by each applicant.
5. The application forms in prescribed form are to be obtained from Sale Counter, Ground floor, office of VUDA, Visakhapatnam on payment of Rs.100/- for each application. The applicants are required to sign at the bottom of each page of the application where the conditions are mentioned. The applications will be sold on all working days during office hours from 10.30 AM to 4.00 PM.
6. The bid as well as the deposit amount made by the 2<sup>nd</sup> highest bidders will be kept pending for such reasonable length of time as deemed appropriate by the Vice-Chairman, VUDA so as to enable such 2<sup>nd</sup> highest bidder to be considered in case the highest bidder defaults in the payment as per the schedule of payment. However, no interest shall be payable on the EMD amount of 2<sup>nd</sup> highest bidders so retained. The Vice-Chairman reserves the right to consider the bid of 2<sup>nd</sup> highest bidder in the event of cancellation of allotment made in favour of the highest bidder. The terms of payment etc., by the 2<sup>nd</sup> highest bidder will be same as that of the highest bidder.
7. The highest bidder should pay the required deposit amount by challan / D.D. equivalent to 12 months Licence fee and Electricity security deposit for shops / bunk of Rs.3,000/- (Three thousand only) and for office accommodation of Rs.5,000/- within 30 days from the date of issue of proceedings, failing which the Deposit amount paid by him/her shall be forfeited in full, without any further correspondence in the matter. The EMD amount paid will be adjusted against the deposit and the licensee has to pay the balance amount only within the stipulated time.
8. The license should execute an agreement immediately after payment of deposit and take possession of the premises within 30 days from the date of proceedings or within the permitted extended time if any, failing which action will be taken to cancel the allotment for violation of conditions of allotment for licence. In the event of cancellation of the licence, entire deposit amount paid by him will be forfeited.

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9. In case of cancellation of the Licence for violation of any terms and conditions the Security Deposit amount shall be forfeited in full.
10. The Vice-Chairman, VUDA reserves the right to reject or postpone any offer or all the offers without assigning any reasons there for. The applicant shall not have any right to question with regard to issue of licence. The decision of the Vice-Chairman, VUDA shall be final and binding on all the persons concerned and same shall not be questioned in any manner.

#### **ALLOTMENT AND AGREEMENT CONDITIONS.**

1. The total period of the licence is for a period of 3 (three) years only. The licence will cease on the expiry of 3 years from the date of commencement and the agreement is deemed as terminated and the premises will be taken back by VUDA without further notice.
2. The Licence fee for each month shall be paid on or before 10<sup>th</sup> of every succeeding month regularly, failing which late fee at Rs.2/- per month per hundred will be charged. However, this grace period is available to the licensee only for months from the due date.
3. Electrical charges and water consumption charges if any shall be borne by the allottee and they should be paid every month promptly before 10<sup>th</sup> along with the monthly licence fee failing which power supply shall be disconnected without notice besides charging late fee @ Rs.2/- per month per Rs.100/-.
4. The successful licensee shall on no account sublet the shop / office or his right on the shop / bunk / stall / office accommodation. If any irregularity or violation of this condition is noticed, the licence shall be cancelled forthwith with forfeiture of entire security deposit.
5. No additions or alterations should be made to the shop / office without prior written permission of the Vice-Chairman, VUDA. Any expenses in this regard shall be borne by the licensee and at no point of time the licensee shall claim the same from VUDA..
6. If there is any default in payment of monthly licence fee Electrical charges together with the late fee above after the grace period as indicated above, the Licence stands cancelled without notice and the entire deposit amount will be forfeited.
7. No request for change of business than the originally proposed / accepted business is entertained. The confirmed licence shall carry out the business for which the shop is allotted on licence basis.
8. During the subsistence of the Licence period, if the licensee wishes to terminate the licence within the licence period, he / she should give 3 months advance notice. Other wise he / she is liable to pay the monthly Licence fee amount for the next three months after termination.
9. The licence is entitled to use the shop area only but not any other area to carry out his business.
10. The successful Licensee shall strictly abide by all existing labour laws & other statutory requirements. The labour / employee's should be paid as per the labour laws in force. For any failure to comply with any statutory requirements / obligation the licence is solely responsible.

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11. All taxes payable to the Government i.e., service tax, income tax, sales tax, stamp duty for Licence agreement and Registration charges etc., shall be borne by the Licensee alone.
12. In all the matters of doubts and disputes as to the licence the decision of the VUDA shall be final and binding on both the parties.
13. The VUDA reserves the right to recover the proportionate amount for the default or for any damages if any for the allotted shop / bunk / stall / office accommodation.
14. The licensee shall bear the cost of additional equipments / repairs if any required with prior permission of VUDA during the period of licence. The licensor shall not be under any obligation to carry out repairs, white washing etc.,
15. The Licensee is absolutely debarred from making use of the premises for any purpose other than the purpose for which it is granted. The licensee shall not carry out any unlawful activities in the premises. The premises and the surrounding of the shop shall be kept clean and tidy. He / She shall not provide any hoarding or name boards.
16. The shop / bunk / stall / office accommodation now allotted and other material and fixture in the shop / bunk / stall / office accommodation shall be returned to the VUDA after expiry of the licence period or after termination of the licence in the same condition as it was handed over to him / her at the time of allotment.
17. In addition to the conditions mentioned herein, the Vice-Chairman, VUDA shall be competent to incorporate such terms and conditions and deemed fit and necessary at any alter date.
18. What the VUDA is going to award is only a "Licence" and not a lease". In case of cancellation of Licence the "VUDA" will be fully entitled to summarily remove the licensee and workers.
19. The provisions of the Indian Easement act relating to licensee and revocation of licence shall be read as supplemental to these conditions. It is also made clear that the spirit prepared and intent of this Licence in all respect involve no transfer of interest in the licence hold property.
20. The licensee shall be bound by the decision of the Vice-Chairman with regard to the interpretation of the above conditions.
21. The successful bidder shall furnish three copies of the latest photographs of passport size duly signed by him / her before taking over the allotted premises.
22. That the confirmed licensee shall not permit the allotted premises or any part thereof to be used by any other person of any purpose.
23. That the licensee shall not cook, manufacture or prepare any food in or outside the shop / bunk / stall or in the verandah out side there of not shall he / she they allow any person to do so.
24. The confirmed licensor shall not make any opening in the side or back wall etc., in any manner whatsoever without permission of the licensor in writing.
25. The allotment of the shop / bunk / stall / office accommodation in favour of the successful bidder would be purely on monthly licence basis and licence is revocable at any time without assigning any reason on account of breach of the any of the terms and conditions of licenece.

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26. That the confirmed licensee shall be liable to compensate the licensor to the extent damage caused to the shop due to the out break of fire, leakage, seepage or water entering into the shop due to the negligence and improper maintenance of the premises by the licensee.
27. For any reasons whatsoever the licensee shall apply for change of trade for which licence, if any, is granted by the competent / appropriate authority under provisions of rules, bye-laws etc., No request of change or addition of trade will other wise be entertained.
28. The licensees shall not permit the allotted premises or any part thereof to be used by any other person for any purpose whatsoever without the previous consent in writing of the licensor and in default thereof shall be liable for ejection. The licensee (s) shall not introduce any partner not the licensee shall transfer possession of the premises or any part thereof permanently or temporary or otherwise carry on the business in the premises with any other person or assign, transfer, change or other wise alienate his / her interests in the premises.
29. The licensee(s) shall not carry out any additions ?" alterations in the premises, if any, additions / alterations are required by the licensee, a request to this effect may be made in writing to the licensor who may consider the same on such terms and conditions as may be deemed appropriate. Where any additions alterations are ultimately carried out on payment of addition licensee fee or otherwise the same shall vest in the licensor and the licensee(s) shall not be entitled to remove the same or to claim any compensation whatsoever in respect of the same at the time of vacation of the premises. The licensee shall not make any opening in the side or back wall etc., in any manner whatsoever.
30. The licensee(s) shall not display any neon sign board or advertisement board etc., without prior permission of the licensor.
31. The effective day to day maintenance, watch and ward sanitation of the licensed premises and attending to any current complaints routine and periodical maintenance will be the responsibility of the premises to the satisfaction of the licensor or any repair which the licensor may consider necessary to be carried out without delay or loss of time to avoid wastage of electricity and damage to the property and responsibility of which is otherwise that on the licensee, the licensor may get the work done on behalf of the licensee, and in that event the licensee shall pay to the licensor the entire cost incurred in this behalf besides departmental charge.
32. The allotment of the shop in favour of the licensee would be purely temporary one and the same shall be a bare licence which is revocable at any time without assigning any of the terms and conditions of licence, the licensee (s) shall be bound to quit the premises on the notice of revocation of the licence and shall not claim any compensation for any resultant injury thereof.
33. Any communication or notice on behalf on the licensor in relation of the licence may be issued to the licensee by any officer of the licensor and all such communications and notices may be served on the licensee either by the registered post or under certificate of posting or by ordinary post or by hand delivery or by affixing the same to some conspicuous part of the licensed premises which shall be deemed to be a due service on the licensee.
34. On expiry of the period fixed for the licence or in the event of revocation of the licence under the terms and conditions or on non-user of the licensed premises for a period of 30 consecutive days the licensor shall be entitled to re-enter upon the premises and assume exclusive charge thereof and deal with it in such a manner as it may deem fit. Any belongings of the licensee, if found in such premises shall be liable to be auctioned unless claimed within one week of the assumption of such possession by the licensor. The licensor shall further be entitled to appropriate out of the proceeds of such sale the money due to the licensor from the licensee.

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- 36 a) Tenderer will have to pay 5% in addition to the quoted licence fee as cleanliness maintenance & sanitation charges.  
b) No change of trade will be permitted.  
c) No encroachment outside the shop will be permissible.  
d) Any type of un-authorised addition or alteration will lead to cancellation and disconnection of electric supply besides eviction from the premise.
35. The licensee is absolutely debarred from making use of the scheduled premises for an purpose other than the purpose for which this Licence is granted. The Licensee shall not carry out any unlawful activities in the premises. Any violation of the same will entail in revocation of the Licence and eviction of the Licensee.
37. The confirmed Licensee shall not exhibit or permit any advertisements except those exclusively pertaining to his business permitted herein.
38. It is not obligatory on the part of the Licensor to supply water to the scheduled premises.
39. The licensee shall pay charges for consumption of electricity in respect of the scheduled premises in accordance with the reading of the meter installed.
40. Liquor business in any form will not be permitted in the licensed premises.

In this regard, it is made known to the bidder that presently the power system is in respect of the shops and office of the Licensor is in commercial ( non-domestic) category.

The successful Licensee shall be liable to pay the power consumption charges to the licensor at the rate applicable to non-domestic category as per A.P. Transco tariff from this to time, together with service charges of 10% of VUDA and meter charges. All the above stated electricity charges are payable to VUDA / AP Transco. If the electricity charges are not paid on or before the due date in any month, the power supply to the scheduled premises is liable to be disconnected forthwith without any notice or intimation before such disconnection.

I / we have gone through the contents of the tender form carefully and that no information supplied has been concealed there from and I shall abide by the terms and conditions of the tender.

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