## Terms & Conditions of VMRDA:

- The applicant /bidder should be registered with ITE & C Department or APEITA or STPI or APIIC as IT / ITES/KPO/EPO etc., companies and for fourth floor shall be a State or Central Government / Public Sector undertaking.
- 2. The applicant has to apply online at https://vmrda.gov.in and submit the print out of the online filled in Form, along with the following documents duly signed/self certified/stamped.
- 3. The Allottee for Multi-Level Car Parking and Commercial Complex premises shall be granted license initially for a period of 3 years and above and the allottee shall execute license agreement. This will form part of this allotment proceedings.
- 4. The Allottee shall pay monthly licence fee (through Aadhaar linked bank account only) @ ₹...... (including GST) per month to VMRDA.
- 5. The Goods Service Tax (GST) @ 18% on monthly rent shall be paid by the Allottee.
- 7. The Allottee shall pay ₹...... towards electrical caution deposit on or before ...... to VMRDA. The Allottee shall bear the electrical charges, water charges if any as per consumption.
- 8. The Allottee has to pay monthly rent on or before 10<sup>th</sup> of every succeeding month, failing which, the late fee at ₹2/- per ₹100/- per month will be charged.
- 10. The Allottee shall not carry out any activities related to Restaurant bar i.e., Store /Stock/ hold and or consumption of alcohol, Flour Mill and explosives business in the shop allotted.
- 11. If the Allottee fails to pay monthly rent for 3 months consecutively or at random, the license and allotment office space will be cancelled along with forfeiture of the Security Deposit without any notice treating the licensee as a defaulter. No intimation is required for a deemed defaulter.
- 12. The Allottee should execute a License agreement which will be duly registered as per the provisions of the Registration Act 1908, within 07 days after payment of security deposit. If the registration is not done within the specified time then the security Deposit shall be forfeited.
- 13. The VMRDA has the right to cancel at any time the allotment at the requirement of VMRDA for any of its purpose. No compensation with respect to any loss or loss of business or profits shall be paid to the Licensee.
- 14. If the Allottee wishes to vacate the premises within the license period or if the VMRDA requires the allotted premises for its purposes, one month notice shall be issued on either side for cancellation of allotment.
- 15. The Licensor shall issue one month notice to cancel the agreement in the event of any violations of conditions committed by the Licensee in the license agreement or if the licensed premises are required for VMRDA use. In both the cases, no claim shall be entertained of whatever nature it is.
- 16. The advance amount towards rental deposit, if any, paid by the Allottee, carries no interest and it shall be paid upon the expiry of the license agreement.
- 17. The Allottee shall not carry out or perform any benami transactions in the Office space allotted or sublease/sublet in the space allotted in his/her name. If the same is found on enquiry, the security deposit or any amount paid by the Allottee shall be forfeited and credited to the VMRDA account and the allotment will be cancelled without any further notice.

- 18. The monthly License fee will be enhanced @ 10% every year on rent as per the board Resolution
- 19. The minimum lock in period for the License shall be for a period of 6 months from the date of signing of the agreement or on the date of occupation of premises, whichever is earlier. If the Allottee has cancelled the allotment within the lock in period, the interest free security deposit paid by the Allottee shall be forfeited to VMRDA.
- 20. A fine of ₹50,000/- will be charged, if on periodical inspections by the authorized officials of VMRDA it is noticed that the premises allotted to the Allottee is not maintained as per the conditions.
- 21. If any damages are noticed, necessary repairs will be carried out and charges / expenses there to will be recovered from the security deposit of the Allottee with the VMRDA.
- 22. The Allottee is not permitted to change his business in the allotted shop. If any changes to be made, it has to be done with the prior approval of the VMRDA Authority.
- 23. The Alottee shall take all safety precautions in the licensed premises in preventing any mishaps viz. fire accidents, riots by unruly mob to the property, ransack etc., and in the event of any damage or loss to the property of the Licensee in the licensed premises the Allottee is liable for such loss and the VMRDA shall not have any liability for the same. The security of the licensed premises is the sole responsibility of the Allottee.
- 24. The Allottee shall not carry out any anti social activities prohibited by law in the licensed premises. If any such occurrence is found, the license granted will be cancelled forthwith and possession taken back by the VMRDA Authority and forfeit the security deposit.
- 25. The Allottee shall keep and valid all the respective statutory licenses for running the office / business in the allotted premises and if it is found or if any adverse report is brought to the notice of the Authorities concerned at any time in this regard, the licensed premises will be cancelled and its possession will be taken by the Licensor (VMRDA Authority) without any notice.
- 26. In case of violation of any of the above conditions, the license issued in favour of the Allottee shall be cancelled and the Licensor is empowered to resume possession of the licensed premises without any further notice to the Allottee.
- 27. Only Allottee has the right to enter the premises for which license was granted.
- 28. All the rules/orders issued by either Government of Andhra Pradesh or by VMRDA from time to time are applicable with respect to the issue of licenses / allotment of Office space.
- 29. The schedule accommodation is being allotted to the Lessee as is where condition basis.
- 30. The allottee shall not make any structural alterations to the building without the information and permission of the Lessor. However the allottee is at liberty and no permission of VMRDA is required for fixing wooden partitions, cabins, counters, false ceiling and fix other office furniture, fixtures, electrical fittings, Air conditioners, exhaust fans and other fittings and office generator sets etc. as per the needs and requirement of the allottee and or make such other additions and alterations on the premises which will not affect the permanent structure.
- 31. The VMRDA may at their own cost and expenses construct any additional structure/additional floor on the building and in which case, if the VMRDA decides to lease out the said additional floors/area then the first option and offer will be given to the alottee, and the allottee shall have the right to take the same on lease on mutually acceptable terms. In case of refusal by the Lessee, then the VMRDA will be at liberty to lease out the same to any other party.

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- 32. The Licensee shall not exhibit or permit any advertisements except those exclusively pertaining to his business permitted herein.
- 33. It is not obligatory on the part of the Licensor to supply water to the scheduled premises.
- 34. The Licensee shall pay charges for consumption of electricity in respect of the scheduled premises in accordance with the reading of the meter installed. In this regard, it is made known to the licensee that presently the centralized power system is in vogue in respect of the shops and offices of the Licensor and the same is commercial (non-domestic) category.
  - The 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 E P D C L tariff from time to time, together with service charges of 10% of VMRDA and meter charges. All the above stated
  - Electricity charges are payable to VMRDA, if the electricity charges are to paid on or before the due date in any month, the power supply to the schedule premises is liable to be disconnected forthwith without any notice or intimation before such disconnection.
- 35. The Allottee shall be under an obligation to keep the premises and also the installations etc., in good condition and if any damage occurs either to the premises or to the installation on account of any act or omission on the part of the licensee, the licensee shall himself make good the same at his expense and restore the same to its original condition. The premises and surroundings of the buildings shall be kept clean and tidy. The officials of Visakhapatnam Metropolitan Region Development Authority and Municipal Authorities are entitled to inspect the schedule premises during working hours.
- 36. The licensee shall fully and properly utilize the allotted accommodation and ensure to keep its surround and path ways in front of it free from any unauthorized usage by the licensee i.e., in a way as to cause obstructions for free movement of passers by placing the chairs and furniture etc., in the public premises and extending catering services. Any violation of this condition entails cancellation on this licence deed without any further notice.
- 37. What the VMRDA is going to award is only "Licence and not a Lease". In case of cancellation of licence, the "VMRDA" will be fully entitled to summarily remove the licensee and workers.
- The licensee shall pay 15% maintenance charges on monthly rent and 20% on bided price per sft.
- The Metropolitan Commissioner is the competent Authority to act on behalf of VMRDA.
- 40. The bid for auction shall start with upset price and minimum increment shall be one rupee on upset price per sft.

Metropolitan Commissioner VMRDA, Visakhapatnam