

Terms and conditions imposed in the proceedings issued at the time of allotment of Shops/ Office Spaces /Kalyanamandapams etc...

1. (*) Marked conditions may be incorporated in the allotment proceedings and
 2. All the 26 Nos. of conditions may be incorporated in the license agreements.
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1. (*) **The Allottee for the shop premises is granted license for a period of 3 years and the allottee is required to execute license agreement. This will form part of this allotment proceedings.**
 2. (*) The **Allottee** shall pay monthly licence fee (through Aadhaar linked bank account only) @ **Rs.** per month plus applicable taxes through online web portal of VMRDA vide www.vmrda.gov.in.
 3. (*) The **Allottee** shall pay an amount of **Rs.....** as interest free security deposit (equal to 6 months rent) at the time of allotment. The EMD paid by the allottee will be adjusted into the security deposit. The **allotment** is deemed to be cancelled if the Allottee fails to pay the security deposit within the due date, thus dispensing with the issue of notice of cancellation notwithstanding the other terms and conditions in this proceeding.
 4. (*) The monthly license fee payable by the **Allottee** shall be effective from the date of handing over possession of the shop / open space premises.
 5. (*) The **Allottee** shall pay **Rs.5,000/-** towards electrical caution deposit on or before-....-2022. The Allottee shall bear the electrical charges, water charges if any as per consumption.
 6. 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 and Cooking is also not allowed.
 7. (*) The **Allottee** has to pay monthly rent on or before 10th of every succeeding month, failing which, the late fee at **Rs.2/- per Rs.100/-** per month will be charged.
 8. (*) If the **Allottee** fails to pay monthly rent for 3 months **consecutively or** at random, the license and allotment of the shop will be cancelled along with forfeiture of the Security Deposit **without any notice treating the licensee as a defaulter**. No such intimation is deemed required **for a defaulter**.
 9. (*) 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.
 10. (*)The VMRDA has the right to cancel at any time the allotment **at the requirement of VMRDA for any of its** purpose and no compensation **with** respect **to** any loss or loss of business **or** profits shall be paid to the Licensee.
 11. (*) 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.**
 12. 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.
 13. 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.**
 14. (*) The Allottee shall not carry out or perform any benami transactions in the shop 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.
 15. 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.
 16. (*) The monthly License Fee will be enhanced as per **GO.MS. 56, dated 05.02.2011**.

17. (*) The Goods Service Tax (GST) @ 18% on **monthly rent** shall be paid by **the** Allottee every year.
18. (*) A fine of Rs. 5,000/- 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**.
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.
19. (*) **The Allottee is not permitted to change his business in the allotted shop/office space/Kalyanamandapam etc. If any changes to be made, it has to be done with the prior approval of the VMRDA Authority.**
20. **The Licensee 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 shop/office space / Kalyanamandapam, the licensee 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 licensee.**
21. **The Licensee 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.**
22. **The Licensee shall keep and valid all the respective statutory licenses for running the business in the allotted premises and if it is found or if any adverse report is reported to the Authorities concerned at any time in this regard, the licensed premises will be cancelled and its possession will be resumed by the Licensor (VMRDA Authority) without any notice.**
23. **In case of violation of any of the above conditions, the license issued in favour of the Licensee shall be cancelled and the Licensor is empowered to resume possession of the licensed premises without any further notice to the Licensee.**
24. **The Licensee/Representative has right to enter the premises for which license was granted.**
25. **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 shops etc.**
26. **The Metropolitan Commissioner is the competent Authority to act on behalf of VMRDA.**