

THE SINDHU RESETTLEMENT CORPORATION LTD. Regd. Office: ADIPUR (KUTCH) GUJARAT

CIN # U45300GJ1948PLC001115

Plot Nos.4 & 5, DC-3, Rampath Road, Adipur (Kutch) 370 205

Phone: (02836) 260403 ~~ Email: src@sindhu-src.com Web Site: www.sindhu-src.org

BID DOCUMENT

PLOT FOR PETROL PUMP IN WARD 12-B AT GANDHIDHAM (KUTCH) ON LONG TERM LEAVE AND LICENSE BASIS

APPLICATION FORM FOR USE OF PLOT EARMARKED FOR PETROL PUMP IN WARD 12-B AT GANDHIDHAM FOR PETROL PUMP RETAIL OUTLET PURPOSE ON LONG TERM LEAVE AND LICENSE BASIS.

The S.R.C. Ltd, Adipur (Kutch).

Dear Sirs,

I/We hereby apply for use of Plot earmarked for Petrol Pump in Ward 12-B situated at Gandhidham (Kutch) on **LONG TERM LEAVE AND LICENSE BASIS** and submit my/our offer in sealed cover.

<u>Partic</u>	ulars of Applicant		
1.	Full name of applicant	:	
2.	Full Address of the applicant	:	
3.	Whether the applicant is Business / Firm / Company	:	
4.	Documentary Details If Proprietorship GST Registration (if available) Shop Act License / Udyam Registration If Partnership Firm Partnership Deed Firm Registration Certificate PAN of Firm If Private Limited / LLP Certificate of Incorporation Memorandum & Articles of Association (Namorandum & Articles of Association (Namorandum Panamanum Panaman		Α)
5.	Phone/Mobile No/E-mail	:	
6.	Nature of Business	:	
Date: Place:		Se	eal & Signature of applicant(s)
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<u>INSTRUCTIONS TO THE BIDDER</u>

1. The bid is required to be submitted in sealed cover, duly filledin all respects alongwith terms and conditions duly signed and other necessary supporting documents as required alongwith E.M.D. super scribing "BID FOR USE OF PLOT EARMARKED FOR PETROL PUMP IN WARD 12-B AT GANDHIDHAM".

- The applicant may enclose a Demand Draft towards EMD drawn in favour of "The Sindhu Resettlement Corporation Ltd.", Adipur alongwith the application form. Any bid application form received without EMD shall be summarily rejected.
- 3. The Bid documents may be submitted in Land Section of the registered office of the Corporation on the date and time notified in the newspaper.
- 4. The applicant (Proprietorship, Partnership, Private or LLP) Company is required to submit all the required/relevant documents. Any photo copies of the documents should invariably be notarized.
- 5. Annexure "A" indicates the details of plot proposed to be offered on "Leave and License" basis alongwith reserved monthly License Fee. The applicants may offer premium over the reserved monthly License fee. Only highest bidders shall be considered.
- 6. The offers without accompanying E.M.D. or partial amount of E.M.D. and without complete details/documents will not be considered.
- 7. The applicant/authorized signatory may sign on all copies of Terms and Conditions attached herewith in token of their acceptance and submit the same alongwith the application.
- 8. The Corporation reserves right to reject any or all bids without assigning reasons thereof.

	Manager (Land)
Seal & Signature of	
Applicant	

TERMS & CONDITIONS FOR USE OF PLOT EARMARKED FOR PETROL PUMP IN WARD 12-B AT GANDHIDHAM FOR PETROL PUMP RETAIL OUTLET PURPOSE ON LONG TERM LEAVE AND LICENSE BASIS.

- The SRC has Plot admg. 1443.32 sq.mtrs. earmarked for Petrol Pump in Prime Location in Ward 12-B at Gandhidham for Petrol Pump Retail Outlet purpose
- 2. The said Plot will be allowed for use on Long Term Leave and License basis, for a period of 9 Years on payment of monthly License fee without creating any Tenancy rights or any other rights, title and interest in favour of the Licensee.
- 3. The Corporation will allow and permit the Licensee to enter upon and use the said plot on Leave and License basis for the aforesaid period with a strict stipulation that the symbolic possession thereof will always remain with the Licensor as the Licensor is holding control over the plot.
- 4. The required amount towards E. M. D. amounting to Rs.1,00,000/-shall be payable alongwith application form in the form of Demand Draft in favour of the SRC Ltd. payable at Adipur. The amount of said EMD will be adjusted towards security deposit in case of successful bidder. The amount of E. M. D. will be forfeited in case offer for use of plot is not accepted by the applicant bidder.
- 5. Upon grant of Leave and License, the Licensee shall keep interest free Security Deposit (refundable) equivalent to three months License Fee in the form of FDR in the name of Corporation. The amount of said Security Deposit is refundable at the time of handing over the vacant and peaceful possession of the said plot by the Licensee upon determination or predetermination of the Leave and License Agreement. The Licensor will be entitled to deduct whatever amounts as dues is payable to the concerned authorities and remains unpaid of whatsoever nature on the part of the Licensee.
- 6. The monthly license fee for permission to use and occupy the said plot shall be payable by the Licensee in the office of the Licensor by the 5th of every month in advance. Any delay in payment of the license fee and other dues if any, will make the Licensee liable to pay the Licensor an interest @ 15% p. a. for the period of delay in payment of dues.
- 7. The monthly license fee shall be revised with upward revision of 10% of the licensee fee every 3 years.
- 8. The Licensee is only given permission for the use of the Licensed Plot without prejudice to the right of the Licensor to enter the Licensed Plot at any time.

- 9. The Licensee shall use the Plot for the purpose of Petrol Pump Retail Outlet only.
- 10. The Licensee shall commence the construction on the said plot within period of one year from the date of execution of Leave and License Agreement.
- 11. The Licensee can carry out construction upon plot as per the building bye-laws prevailing from time to time and with prior approval of plan alongwith written permission from the concerned authority(ies) of the Govt. or otherwise the Gandhidham Development Authority.
- 12. The Licensee shall prior to the approval and permission in respect of construction from concerned authority; show and produce the relevant construction plans in the office of the Licensor.
- 13. It is agreed that whatever construction under approval and permission will be carried out by the Licensee at his/her/their own costs and risks with consequences thereof.
- 14. It will be mandatory for the Licensee to obtain Occupancy Certificate (Completion Certificate) from the concerned authority to occupy the building constructed thereon the plot of land.
- 15. The Licensee shall not cause any damages of whatsoever nature on the plot.
- 16. The Licensee shall not carry out or cause to be carried out any business or trade in the premises, which is prohibited/forbidden by law or otherwise and shall not carry out any business which may create nuisance or annoyance to other occupiers in building or which may jeopardize the rights of the Licensor.
- 17. The Licensee shall not claim any tenancy rights and shall not have any right to transfer/assign and sub-let or grant any License or Sub-License in respect to the licensed plot or any part thereof and also shall not mortgage or raise any loan against the said plot.
- 18. All the Govt. taxes such as Municipal Taxes, Property Tax, Education Cess, GST, etc. and whatever applicable from time to time payable on said plot shall be borne by the Licensee as per the norms prescribed and applicable rules, regulations from time to time.
- 19. The Licensee shall pay all the charges, levies, taxes, etc. towards the consumption of electricity as well as water charges on the Plot to the concerned authorities on or before due date, otherwise whatever consequences arising towards the late fees and disconnection of the water/electric supply will borne by the Licensee.

- 20. The Licensee shall make all the bills whatsoever towards electric supply / consumption to the concerned authority during the tenure of use & occupation. The Licensee shall not tamper with the electric meter or electric supply or theft of electricity in the premises during the use and occupation, in such event, the Licensee will be made liable for the same and in no any circumstances the Licensor will be responsible / liable for theft or any occurrence thereof.
- 21. The Licensee shall be at liberty to obtain the telephone connection, high voltage electric connection and concerned license from the competent authorities on the Plot at their own risk and cost, for which the Licensor shall have no objection.
- 22. The Licensee shall have to keep all precautionary measure so as to avoid any causality. In the event of any causality, it will be sole responsibility of the Licensee. The Licensee shall obtain all the required permissions/NOC for carrying out business activities from all the concerned competent Government authorities at their own cost and the Licensee shall submit the copies of such permissions/NOC obtained from concerned authorities. The Licensee shall strictly comply with all the rules regulations and norms of the Government authorities.
- 23. Licensee shall follow all FIRE PREVENTION AND SAFETY rules as per latest Gujarat Fire Prevention and Life Safety Measure rules. Necessary certificate/NOC in this regards shall be obtained by the Licensee at their own cost and copy of same should be submitted to the Corporation form time to time.
- 24. The Licensee shall be required to take an Insurance Policy for the Licensed Plot at their own cost.
- 25. The Licensee can enjoy the use of said plot only pursuance to the Leave and License Agreement and shall not be entitled to handover possession to any of the third party.
- 26. Notwithstanding anything herein contained, the License hereunder granted shall be terminable at Thirty days' notice on either side.
- 27. If the Licensee commits default in the payment of Leave and License fees, dues and/or breach of any of the terms and conditions of this agreement and/or infringement of rules towards any of the concerned authorities; the Licensor shall be entitled to revoke the license forthwith and the Licensee shall have to handover the vacant and peaceful possession of the said plot unto the Licensor and none else forthwith.
- 28. On determination of License, by efflux of time or otherwise the Licensee shall handover the said plot peacefully to the Licensor in original condition as it was taken over. Licensor will forthwith on such

- determination, refund the interest free Security Deposit within 90 days, after deduction of dues, if any.
- 29. Any dispute arising towards the Leave and License agreement, either on interpretation of the terms and conditions of this agreement or for the breach thereof; the same shall be referred to the Chairperson/Chairman of the Sindhu Resettlement Corporation Ltd., Adipur. The arbitration shall be proceed in accordance with the Arbitration and Conciliation Act prevailing at the relevant time. And decision of such Arbitrator shall be accepted and binding upon both the parties. The fees payable to the Arbitrator will be borne by the Licensor and the Licensee in equal share.
- 30. The Stamp duty and registration charges in respect of the Leave and License agreement and/or any other documents herein to be borne by the Licensor and Licensee equally.

Seal and Signature of Applicant

Manager (Land)

"ANNEXURE-A"

Plot earmarked for Petrol Pump in Ward 12-B at Gandhidham (Total area - 1443.32 sq.mtrs.)

Reserved Monthly License fee	:	Rs.2,60,000/- (Excluding GST)
Upfront Premium	:	Rs
Total	:	Rs
(Rupees		
)

Signature/Seal of applicant

