



TRIDA

Thiruvananthapuram Development Authority

Jayamansion, Vazhuthacaud, Sasthamangalam. P.O.,
Thiruvananthapuram – 695 010.

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TERMS AND CONDITIONS FOR ALLOTMENT OF SHOP/OFFICE SPACE IN TRIDA

COMMERCIAL COMPLEX CHALAI

Annexure II

1. Applications for allotment of shops/office space in the Commercial Complex, Chalai” is invited in the prescribed form of which can be had from office of the TRIDA at Vazhuthacaud, Sasthamangalam P.O, Thiruvananthapuram-10 on payment of Rs.500/- + GST and the same shall be made to the Secretary at the address given above.
2. Rent and Minimum Security Deposit fixed by TRIDA. The allotment of shop will be made by Secretary on the basis of highest tendered/auctioned security deposit amount offered. The TRIDA hereby reserves the right to reject any application without assigning any reason thereof. The decision of the Secretary in the matter shall be final and binding on the tenderes.
3. Tenderers may, if they wish, participate in an auction to be conducted at the office for fixing the highest deposit amount .Those who do not submit the tender can also participate in the auction after remitting the required EMD.
4. A person intending to apply for more than one shop/office space has to make separate application for each shop/office space.
5. Every application so tendered shall be accompanied by an earnest money deposit of Rs.1, 00,000/--(Rupees one lakh only) by bank draft drawn in favour of Secretary, Thiruvananthapuram Development Authority payable at Thiruvananthapuram. The E.M.D thus made will be adjusted against

security deposit payable in the case of successful applicant and the E.M.D of unsuccessful tenderer will be refunded.

6. The Secretary shall send a letter of allotment forthwith to the successful applicant which shall specify the balance amount of security deposit after deducting E.M.D and shall be paid within 15 days on receipt of the notice.
7. In case any successful tenderer fails to remit the amount as per condition (6) above, within the prescribed period, the allotment of shop/office in his favour will be cancelled and in that event the E.M.D deposited by him/her will be forfeited to the TRIDA's Fund.
8. The allotment of shop/office shall be on lease for a period of three years from the date of entering into the agreement in respect of those who quoted the maximum deposit subject to the Rules stipulated by TRIDA as amended from time to time.
9. The allottee shall execute a lease agreement in the prescribed form within 15 days of the remittance of security deposit at his own expense. If the allottee fails to execute the agreement within the time fixed above, the allotment will be cancelled forfeiting the E.M.D and 10% of the security deposit amount to TRIDA's fund and the shop will be allotted alternatively.
10. After occupation of the shop by the allottee, the entire security deposit amount shall remain with the Authority till the expiry of the lease or its earlier determination as the case may be, and thereafter the security deposit amount shall be refunded to the allottee within 3 months without any interest, after deducting any amount that may be due to the Authority, or to other institutions or parties and not paid by the lessee . In case of determination on this lease by the lessee before the term of lease hereof, 25% of the security deposit shall be forfeited to the TRIDA's fund and the balance of 75% will be paid to the lessee.

11. Alottee himself /herself shall use the shop/office room only for the purpose of conducting the business for which it is leased out. Not to assign, mortgage or sublet or part with the possession of the demised premises or any part thereof under any circumstances.
12. Alottee shall not make or permit to be made under any circumstances any alternation in or additions to the said shop room without first obtaining the written consent of the Authority. Provided always that if the lessee is permitted to make any alternations or additions as above the lessee shall not be entitled to any compensation thereof.
13. Alottee shall bear, pay and discharge all existing and future taxes, charges assessment and outgoings payable in respect of the said shop room including electricity and water charges. Electric connection shall be taken by the lessee at his/her own expense and all charges in this connection shall be paid by the allottee. In case the lessee wants exclusive facilities for water for conducting the business, the lessee shall make his/her own arrangements for taking water connection exclusively for the business subject to feasibility from the municipal/KWA supplies at his/her cost. Prior permission of the Authority shall be obtained for this and the layout of pipe supplies, water tank, if any, etc shall be done according to the advice and approval of the Authority.
14. Allottee shall keep the shop and premises clean at all times and shall make his own arrangements for proper disposal of garbage/wastes.
15. Allottee shall pay the monthly rent in advance on or before 5th day of every month.
16. Allottee shall pay interest at the rate of 18% per annum on the belated payment of rent and all other amounts due to the Authority.
17. The rent as fixed for each shop shall be increased by 8% every year for the period of first three years. Thereafter the same shall be increased by such

percentage as may be fixed by the Authority provided that it shall not be less than 8% every year.

18. To pay common maintenance charges at the rate of 8% of rent or to be fixed by TRIDA from time to time and the decision of TRIDA in the matter shall be final and binding on the allottees. Provided that if the maintenance charge incurred by TRIDA in each year exceeds the amount remitted by the allottees the excess amount shall be met by the allottees.
19. The allottee shall not cause or permit to be done any act, which in the opinion of the Authority, would disfigure, damage the stability, life and strength of the building and shall always keep the exterior and interiors in good and tenable conditions and to carryout necessary repairs and maintenance in time and as may be directed by the Authority
20. The allottee shall permit the Secretary or any authorized officers of the Authority to enter upon the demised premises and view the conditions thereto and do the necessary work and repairs at all reasonable times.
21. All open spaces and entrances to the demised premises shall be kept free from any obstruction and to be kept clean and tidy at all times. The Authority shall have discretion to impose suitable fine for the encroachments if made to the common area by the tenant, and the tenant has to comply with the direction of the Authority. The Authority shall also have the right to remove such encroachments at the risk and cost of the tenant.
22. The name of the shops shall be displayed only in the space provided by the Authority in front of each shop.
23. They shall comply with all the terms and conditions that may be included in lease agreement and all other conditions that may be prescribed by the Authority from time to time.
24. The Authority shall have the right to terminate the lease, forfeiting 50% of the deposit amount paid and resume the allotted space if anything done contrary to the conditions given above.

Sd/-
SECRETARY TRIDA

Applicant's Signature