

Sushant Golf City, Ansal API Infrastructure Ltd. Kiosk Bidding Terms and Conditions.

Dear All,

Date : - 25.05.2016

This is to inform you all that in order to facilitate our residents & visitors, Ansal API has initiated to provide- basic shops (kiosk), on license to use basis, on common areas of our township. It is matter of great pride that we are developing a Hi Tech Township of 6465 acres in Lucknow. and have already given possession to approximately 700 families throughout several sectors of our township.

In coming years we shall be giving possession in developing areas of our township as well as in the extended areas including the EWS & LIG units, we are expecting approximately 3000 families to be residing in our township.

The basic amenities and its associated infrastructure are already operational in our township such as schools like - GD Goenka, SJ International and Swedish Kunskapsskolan. Police Chowki, ATM services and, Medatna- Super Speciality Hospital, Best Price and Nationalized banks like Allahabad Bank are already operational here. In order to facilitate the residents and general public coming to visit our township, the below mentioned shops shall be installed on following locations : -

- a) In front of GD Goenka school – 03 (One Food stall, One Grocery , & One Green Grocery)
- b) In front of AITM – 04 (Two Food stalls, One Bookshop and One Mobile Store (100 sq feet))
- c) At intersection of Oakwood Villas & Santusthi – One (Grocery)
- d) At Sec E/F intersection – One (Green Grocery)
- e) At entrance road to Celebrity Meadows –Two (Grocery and Green Grocery)
- f) Main rotary entrance left side –(04) Two Food stalls , One Gift shop, & One Mobile store (100sq feet)
- g) Main rotary entrance right side (04)One Grocery shop (300 sq feet), One Garments shop,One Hard ware & One Florist (100 sq feet)
- h) At Sector - C2 - One Grocery shop

Terms & Conditions of the license will be :-

- a) The company i.e. Ansal API Infrastructure shall be the licensing authority.
- b) The kiosks space shall be given on license to use, by process of sealed envelope bidding, for a period of 5 years on minimum bidding amount @

Rs 3 lacs minimum for all stalls size of 180 sq feet.

Rs. 4 lacs for food stall of the size of 180 sq feet.

Rs. 2.50 lacs for kiosk space of the size100 sq feet.

Rs 5 lacs for kiosk space of size of 300 sq feet.

N.B. All the above are Non refundable onetime reserve prices.

There shall be a refundable security deposit of Rs 1 lac apart from the bidding amount for all kiosk. Highest bidder shall be considered along with other parameters, including but not limited to, Past experience in running the business, financial backing and personal background. The company reserves the right to reject the successful bid if it is not satisfied with any other conduct, act or omission of the party.

c) The bidders quoting highest bid above the reserve price shall have to deposit the amount within 7 days failing which the second highest bidder shall be offered the kiosk on same terms & conditions.

d) After deposit of bidding amount to Ansal API Infrastructure Ltd physical possession will be given to the vendor after 30 days of deposit to install the Kiosk.

e) Any damage caused to any area of the township, be it may property or person, because of construction or regular function of the kiosk, has to be rectified or indemnified by the license holder within 7 days of such damage. In case prompt action is not taken by the party the company will get it repaired and expenses incurred shall be recovered from the licensee as arrears of rent failing which and in case of delay an interest of 24% shall be levied upon the licensee. If required the security amount shall be forfeited.

f) The outer and the inner façade design, layout and specifications of material used, specifications of equipments and gadgets that will be installed in & around the kiosk has to be sent for approval within a week after the deposit of the bidding amount. No construction/installation shall be allowed without the approval of licensing authority / company.

g) The installation of the kiosk shall not be a permanent building made by bricks or RCC etc. The nature of installation shall be of temporary nature that could be dismantled within a single day without causing any damage to the earth beneath.

h) All items put in & around the kiosk shall need approval of the company/licensing authority. Any addition in equipments and products shall also require our approval.

i) If any diversion is found in the layout and structure of kiosk from the approved design, Company may suspend the license and take appropriate action. The kiosk has to be temporary in structure and only be made of material approved by the licensing authority.

j) Within 60 to 90 days from date of receipt of the bid amount the structure of the kiosk should be ready failing which company may terminate the licence. The rental and maintenance charges shall start from 2 month from date of handover of the kiosk space. It shall be deemed that the kiosk has become functional after 90 days of initial non refundable deposit.

k) The water connection and electric connection charges shall be charged extra.

l) The rental charges for 180 square feet kiosk shall be as under :-

- For I year, Rs 5000/- pm
- For II year, Rs 6500/-pm
- For III year, Rs 8500/- pm
- For IV year, Rs 11000/- pm
- For V year, Rs 12500/- pm
- For 300 square feet: 1st year Rs 10000/- , 2nd Year 12000/-, 3rd Year Rs 15000/-, 4th year Rs 17000 and 5th year Rs 20000/- per month.
- For 100 square feet stalls 1st Year Rs 3000/-, 2nd year Rs 5000/- , 3rd Year Rs 5500/-, 4th year Rs 7000/-, 5th Year 8500/-
- Maintenance charges shall be as per commercial properties.

m) In case the licensee surrenders the license no refund shall be paid but the license of their kiosk may be transferred on payment of transfer charges of Rs 25000/- per transfer for regular size kiosk 180 sq feet, Rs 20,000/- for 100sq feet and Rs 45000/- for 300sq feet kiosk subject to approval of the licensing authority/ company. Security amount may be transferred free of cost in the name of new licensee.

n) The rent along with the maintenance charges shall be paid quarterly to the company. In case of delay after completion of 30 days from the due date interest shall be applicable @ Rs 18% per month.

o) Intoxicant of any kind, whether banned by the Government or not, shall be banned for sale in the kiosk.

p)The safety, security and any damage to the kiosk interior/exterior shall be the sole responsibility of the licensee.

q) The fencing of the kiosk shall be done around the kiosk with prior approval & specification of the licensing authority/ company .

r) The advertisement right of entire kiosk including terrace of the kiosk shall be with the licensing authority/ company.

s) The signage design right for display of shop's name shall also be with the licensing authority who shall approve the display of the licensee.

t) Chairs/Benches for sitting arrangements shall be allowed with extra charges.

u) The kiosk must be kept neat & clean, at all times and no hazardous material shall be kept/ stored in and around the kiosk.

v) The use of the kiosk shall be limited to its purpose and shall be pre defined in the license document.

w) Licensing authority/ company shall have rights to terminate the license at any point of time incase any illegal activity is found, or the services are causing disturbance in the township or incase of any nonpayment of dues or violation of any terms of license, rules, regulations by-laws etc. In such case no refund shall be made for any payment made till date.

x) In case the kiosk holder leaves the kiosk abandoned and does not pay any dues for more than 90 days the company shall have absolute rights to offer the kiosk for fresh bidding without any intimation to the licensee.

y) The licensing authority retains the right to alter/ modify/ annul the terms & conditions of the license without any permission of the licensee. Any changes made shall be intimated to the licensee the same shall be binding upon the licensee.

z) Any claims, disputes, controversies, disagreements or differences which may arise between the licensing authority and its licensee(s) or their representatives in relation to or in connection with the license issued or a breach of any terms & conditions of license or rules regulations & by-laws, the shall be settled by mutual consent, failing which the matter shall be referred to the decision of an arbitrator, to be appointed by the licensing authority & shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act, 1996.

If any dispute is not settled as per fore- going provision the same shall be subject to jurisdiction of Lucknow Court only.

In consideration of above, the interested parties should send their bid prices on or before 4th June 2016, 12 Noon mentioning the spaces & purposes for which they have send their bid.

Looking forward for your reply within time frame.

Charu Srivastava

AGM

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