



Allotment Policy of NCA's (Ghaziabad Campus) Shops, 2024

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1. Short Title and Application:

- The policy is to be called the "**Allotment Policy of NCA's (Ghaziabad Campus) Shops, 2024**".
- This shall come into force w.e.f. 01.08.2024.

2. Definitions:

- a) "Shop" means a covered structure with defined area for specific commercial purpose.
- b) Allotment means the grant of license to occupy a shop under the control of DG, NCA-Ghaziabad in accordance with the provisions of this policy;
- c) "Head of Department (HOD)" means DG, NCA-Ghaziabad who exercises the control over the Estate Management Functions at the NCA-Ghaziabad premises.
- d) "Estate Officer" means officer working in NCA-Ghaziabad designated so by the DG, NCA-Ghaziabad.
- e) "Government" means the Central Government unless the context otherwise requires;
- f) "FRAC" means Fair Rent Assessment Committee.
- g) "Rent" means the sum of money payable monthly in accordance with the approved FRAC rent amount in respect of a shop allotted under the policy;
- h) "Damages" means a compensation to be levied in the event of unauthorized occupation or subletting or misuse of the whole or any part of the shop by the occupant of the shop. Damages also includes any physical damages beyond fair wear and tear caused thereto or to the furniture, fixtures or fittings or services provided therein by Government during the period for which the shop has been and remains allotted to allottee.
- i) "Subletting" means letting out of a shop in NCA-Ghaziabad partly or wholly by an allottee or any person outside the allottee's family and immediate relations.
- j) "Surrender of Shop" means vacation of shop after physical occupation of the shops by the allottee on her/his own volition during the allotment period;
- k) "Misuse" or "Improper Use" in relation to an allotment, means a shop being used by allottee for the purpose other than the purposes mentioned in the application;
 - A shop being used by allottee for the purpose other than the purposes mentioned in the application;
 - Putting up structures, either permanent, semi-permanent or temporary in the premises thereof, without prior permission.
 - Permitting any person other than the allottee and its designated staff to use the whole or any portion of the shop permanently or temporarily for consideration or otherwise.
 - Tampering in any form, including alteration or extension of the electric lines, water connections, sewage pipes or any other service facilities that may be in the premises.
 - Keeping of cows, buffaloes, goats or any such other animals in the premises allotted.
 - Keeping of any noxious, inflammable, explosives and dangerous articles in the premises or making the premises unclean, foul or insanitary.
 - Carrying on illegal or immoral activities in the Shop/campus or causing nuisance or



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annoyance to the neighbours or to the employees by the employee himself or any member of his family or any other person residing in the campus.

3. Application and allocation of Shops in the Campus:

- 3.1** NCA-Ghaziabad will give notification on need basis, for inviting applications through Notices, local newspapers, online platforms including NCA-Ghaziabad's website etc. for wider participation. Purpose of utilisation of shops also to be sought from applicants.
- 3.2** The applicant shall furnish his/her particulars and information in true and fair manner. In case of any discrepancy in the application or furnishing of incorrect information the applicant shall be liable for cancellation of allotment of shop if allotment was made based on incorrect information.
- 3.3** Applicants/Business Owners providing food Services/products using online platforms such as Zomato, Swiggy etc. shall not be permitted for taking the shops on rent in NCA-Ghaziabad Campus.
- 3.4** Preference to be given to Applicants/Business Owners proposing to deal with products/services/works which are essentially required by residents, Hostel guests (Trainees/officers) and officers/staff/other manpower of NCA-Ghaziabad Campus e. g. Grocery shops, Milk Parlor, Stationary shops, Tailor Shop, barber shops, Canteen (tea /coffee etc.) etc.
- 3.5** No applicant/Business Owners shall be allotted more than 2 shops at any point of time. However, more than 2 shops depending upon requirement and genuineness may be allowed by DG, NCA, whose decision shall be final and binding.
- 3.6** Applicants/Business Owners having GST registration should be preferred.

4. Allotment and Acceptance:

- 4.1** A Committee approved by DG, NCA-Ghaziabad will examine applications for shops and submit its recommendations for approval by DG, NCA-Ghaziabad. The decision of the DG, NCA-Ghaziabad, thereon shall be final and binding. Not more than 2-3 shops dealing with similar products/services/works should be allotted at any point of time.
- 4.2** Based on availability of Shops, eligibility, preference, Estates Officer of NCA-Ghaziabad shall issue allotment letter after following due procedure and approval of competent authority.
- 4.3** The payment of Rent fee/utility charges begins from the date of physical occupation of shop.
- 4.4** The rent, security deposit and other terms and conditions shall be as per NCA-Ghaziabad order No.: 1-126/2024-NTI.Admn-Part(1) dated 14.06.2024 (copy enclosed).
- 4.5** Cost the Agreement/ stamp paper shall be borne by the allottee.
- 4.6** Allotment may be done initially for a period of maximum 2 years. If the lease period is more than 11 months, the lease agreement shall have to be registered and the charges for registration shall be borne by the allottee.
- 4.7** The applicants to deposit/credit the security deposit, sign the contract/agreement and take physical possession of shop(s) within 7 calendar days of issue of allotment of shops. In case, physical possession is not taken by allottee/ security deposit not paid within stipulated time, the applicant will be debarred for submitting application for rented shop for next 6 months. The decision of DG, NCA-Ghaziabad, in this regard shall be final



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- 4.8** An allottee shall use the shop for commercial purpose in the allotted category/purpose only. Allottee cannot utilise the shop for other commercial category/purpose without prior permission of NCA-Ghaziabad.
- 4.9** An allottee shall remain personally responsible for payment of rent, Security Deposit, Utility charges (Electricity, water, Gas etc.) etc. including applicable GST, if any. payable in respect of the shop and for any damages caused to the shop or its precincts or grounds or services provided therein by the Government beyond fair wear and tear.
- 4.10** The allottee to whom the shop(s) has been allotted shall be personally liable for shop's use for any unauthorized purposes whatsoever.

5. Change of Shops:

Request for change of Shops shall only be considered on completion of 1 year of physical occupation of the existing shop as on 30th June or 31st December of the year. The alternate shop will be allotted on “**As is where is basis**” and at the applicable rent/security etc.

The applications will be accepted in the month of January or July and allotment shall be issued in the following Month.

6. Renewal of Contract/agreement:

The request for renewal should be submitted 2 months' prior to the expiry of the present contract/agreement.

7. Surrender of shops:

- 7.1** An allottee may surrender an allotment of shop on expiry of existing contract/agreement period.

Or

An allottee may surrender an allotment of a shop before expiry of contract/agreement period at any time by giving one month's advance notice. In case the allottee fails to give one month's advance notice, then the allottee shall pay rent equivalent to the shortfall in notice period to DoT Account.

Similarly, NCA-Ghaziabad may also ask the allottee to surrender the allotted shop by giving one month's advance notice without assigning any reason.

- 7.2** An allottee who surrenders the allotted shop shall not be considered again for allotment of shop within NCA-Ghaziabad campus for a period of one year from the date of such surrender. However, the final decision will be of DG, NCA-Ghaziabad on merit basis.

8. Maintenance of the shop by the allottee:

- 8.1** The allottee to whom a shop has been allotted shall maintain the shop space and premises in a clean condition and such allottee shall not grow any trees, shrubs or plants contrary to the instructions issued by the Government or by its maintenance agencies nor cut or lop off any existing tree or shrubs.
- 8.2** Trees, plantation, or vegetation, grown in contravention of this rule shall be removed by the concerned maintenance agencies at the risk and cost of the allottee concerned.
- 8.3** Internal Painting in the allotted shops shall be generally done every 3 years or as per



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discretion of DG, NCA-Ghaziabad.



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- 9. Cooperation with maintenance agencies by the allottees to carry out repair works:**
- 9.1** All allottees shall cooperate with respective maintenance agencies of NCA-Ghaziabad in carrying out all kinds of repair or renovation works.
- 9.2** In case of a complaint for non-cooperation from maintenance agency against any allottee, strict action shall be taken against her/him as per these rules and the instructions issued by O/o DG, NCA-Ghaziabad from time to time.
- 10. "Misuse" / "Improper use" of Campus/allotted Shops:**
- 10.1** The Shop shall be used for allotted category/purpose only by the allottee and other authorized persons as per these rules.
- 10.2** Shops shall not be used for residential purpose.
- 10.3** Action shall be taken against the allottee for "Misuse" / "Improper use" of the allotted Shop as deemed fit by DG, NCA-Ghaziabad. The decision of DG, NCA-Ghaziabad, shall be final in this regard.
- 11. Payment of rent, security deposit, utility charges etc.:**
- 11.1** The allottees of Shop shall be responsible for payment of rent, security deposit, Utility charges for all utility services such as electricity, water, gas etc. and shall pay the same to BSNL/DOT account as the case may be on receipt of Invoice from BSNL/DoT as the case may be.
- 11.2** In case of failure of due payment by the allottee, NCA-Ghaziabad will take action as per terms and conditions of agreement/contract and/or as per prevailing rules and/or as decided by the DG, NCA-Ghaziabad.
- 12. Recovery towards "Damages":** An allottee shall remain personally responsible for any damages beyond fair wear and tear caused thereto or to the furniture, fixtures or fittings or services provided therein by Government during the period for which the shop has been and remains allotted to allottee. Such recovery towards damage shall be decided by O/o DG, NCA-Ghaziabad and shall be recovered from Security deposit.
- 13. Unauthorized constructions in NCA's Shops/Campus:**
- 13.1** No unauthorized construction shall be allowed in the allotted shop or campus and the unauthorized constructions, if any shall be removed or demolished by the concerned maintenance agency at the risk and cost of the allottee.
- 13.2** In case any further unauthorized construction is found in the shop of the same allottee, the allotment provided to such allottee shall be cancelled from the date of inspection of the shop and she/he shall be debarred for allotment of shop in future.
- 14. Subletting / sharing of shop:**
- 14.1** An allottee shall not sublet the whole or part of the shop allotted.
- 14.2** If an allottee to whom a shop has been allotted, unauthorizedly sublets the shop, the O/o DG, NCA-Ghaziabad may, without prejudice to any other action that may be taken against her/him as per contract agreement, cancel the allotment of the shop from the date of inspection.
- 15. Unauthorised occupation of Shops:**
- Occupation of the Shop(s) beyond Contract / agreement Period shall be treated as unauthorised occupation and estate officer shall get the shop vacated as per terms and conditions of agreement/contract and/or as per prevailing rules and/or as decided by the DG, NCA.



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16. Consequences of breach of rules & conditions:

If any allottee to whom a shop has been allotted, unauthorizedly sublets the shop or erects any unauthorized structure in any part of the shop or uses the shop or any portion thereof for purposes other than that for which it is meant or tampers with the electricity or water connection or commits any other breach of rules or other terms and conditions of the contract agreement or uses the shop or premises or permits or offers the shop or premises to be used for any purposes other than the allotted category, which NCA-Ghaziabad considers to be improper or conducts herself/himself in a manner which is prejudicial to the maintenance of harmonious relations with her/his neighbors or conducts herself/himself in such a manner as to disturb peace in the shopping complex/campus or in any manner or utilizes or cause to be utilized common facilities for unauthorized purposes without the consent of NCA-Ghaziabad, has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment, the NCA-Ghaziabad may cancel the allotment of the shop.

17. Interpretation of Rules:

If any question arises as to the interpretation of these rules, it shall be decided by the DG, NCA-Ghaziabad. The decision of the DG, NCA-Ghaziabad, thereon shall be final and binding.

18. Relaxation of Rules:

The DG, NCA-Ghaziabad, may, for reasons to be recorded in writing, relax all or any of the provisions of these rules in the case of any allottee. The decision of DG, NCA-Ghaziabad, shall be final in this regard.

19. Any other policy matter: Point not covered under this policy shall be governed by the prevailing rules or as per decision of DG, NCA-Ghaziabad.

20. Final Authority: The power to amend or relax any part or provision of this policy rests with DG, NCA-Ghaziabad.
