

District Council for Child Welfare, Rewari

**Draft Policy for shops situated at Bal Bhawan, Rewari, Bawal
and Asthakunj, Rewari**

1. **Payment of rent:** The tenant/allottee shall be liable to pay monthly rent in advance by the 10th day of following month. For default of 60 days in payment of rent, a penalty @ Rs.50/-per day and default exceeding 60 days but upto 90 days penalty @ Rs.100/- per day will have to be paid by the tenant/allottee. In case the default continues beyond 90 days proceedings of cancellation of allotment shall be initiated.

Provided further that the monthly rent will be liable to be enhanced at an interval of every three years @ 15% or as may be determined by the Governing body of the Council from time to time.

2. **Payment of security:** The tenant/allottee shall be liable to deposit full and final payment of prescribed security within the stipulated period or before taking over physical possession of the shop whichever may be earlier. Failure to do so shall invite automatic cancellation of the allotment and forfeiture of already deposited part payment by the successful bidder/allottee/tenant.
3. **Procedure for surrender :** In case a tenant intends to surrender the shop, he/she will have to clear all the dues of the shop before submission of an application for surrender. He/she will give three months notice in writing to DCWO or three months rent in advance in lieu thereof alongwith an NOC from the O/o DCWO. After examining the application, DCWO shall take over the physical possession of the shop in question and take necessary action accordingly. **However, DCCW shall have right to reject surrender application without assigning any reason. The shop once surrendered shall not be restored in any circumstances, provided that, if application for withdrawal of surrender is made before the refund is made/dispatched.**
4. **Procedure for cancellation of allotment:** Allotment of a shop shall be cancelled at any time in case it is found that there is violation of any of the terms and conditions of the allotment/agreement by the tenant/allottee, However, before cancellation, two advisory notices of

15 days each shall be given to the allottee/tenant by DCWO and thereafter a show cause notice of 30 days. All communication/notices shall be sent at the address available on record. If need be, the allottee/tenant may be given an opportunity of being heard in person within the next 10 days from the date of receipt of his/her reply to the show cause notice. After examining the reply/submission, DCWO shall pass, within next 15 days, appropriate orders, as may be deemed fit in the given facts and circumstances of the case.

Provided further that in case of default of payment of rent for consecutive six months, the allotment of the shop shall be cancelled without any notice. In that eventuality DCWO shall be bound to cease the shop.

5. **Refund of security :** On peaceful vacation of the shop the security amount shall be refunded, within one month, from the date of vacation after deducting due rent/damages, if any. In the case of cancellation of allotment, 50% of the amount of security shall stand forfeited and the tenant/allottee shall be entitled to only 50% of the amount of security and that will be made after deducting due rent/damages. The tenant/allottee would have to submit an application for refund of security within a period of 30 days from the date of commencement of this policy and thereafter no application shall be entertained.

Wherever any successful bidder/allottee surrenders the shop to DCCW, the refund will be allowed after forfeiting the amount as detailed in the following table :-

Sr.No.	Time period from the date of allotment	Amount of security to be forfeited.
1.	Within three years	20%
2.	After three years before five years	25%
3.	After five years but before 10 years	35%
4.	After 10 years	50%

Provided further that the allottee/tenant will not be entitled to any interest on the amount deposited towards security at any stage.


Distt. Child Welfare Officer
Bawani

6. **Dispossession of tenant on cancellation of allotment:** In the case of cancellation of allotment, the tenant shall be treated to have been dispossessed from the shop automatically from the date of cancellation. The possession of the shop in question shall be deemed to have been given to DCWO automatically from the date of cancellation and the DCWO shall be bound to seal the shop immediately. **Upon cancellation, the successful bidder/allottee will be free to remove the goods/fixtures belonging to him, if any, within a period of one month at his own cost failing which it shall be removed by the DCCW at the cost of successful bidder/allottee.**
7. **Procedure for change/transfer of tenancy:** The tenancy of a shop can be changed/transferred on payment of fees as may be fixed by the owner-office from time to time. It is, however, made clear that the transferee will come into the shoes of the original tenant. The fees for change/transfer of tenancy may vary depending upon the location of the shop. Provided further that the change in tenancy shall be permitted only where full and final amount of security is deposited and timely payment of rent is made and an agreement is duly executed.
8. **Procedure for extension of area of the shops:** The Governing body of the District Council may allow extension of area of the shop(s) including construction on roof with deposit of payment of security and appropriate enhancement in monthly rent as may be deemed fit.
9. **Procedure for allotment of vacant shop(s):** A shop shall be allotted through an open auction by giving an advertisement in atleast two leading news papers. Open auction shall be conducted by a Committee to be constituted with the approval of the President of the District Council. The Committee shall be chaired by an Officer not below the rank of HCS and DCWO shall be Member Secretary of the said Committee. The auction of the shop(s) can be cancelled at any stage before handing over the physical possession to the successful bidder.
10. **Agreement of rent:** An agreement shall be executed between the successful bidder/allottee/tenant and DCWO on behalf of Distt. Council and the same shall be got registered with the competent authority.


Distt. Child Welfare Officer
Rajkot

11. **Appeal:** Aggrieved against the orders of cancellation passed before or after the commencement of this policy, an allottee/tenant shall be entitled to appeal, in writing, to the President of the Distt. Council for Child Welfare, Rewari within a period of 30 days from the date of commencement of this policy. The President shall pass/decide the appeal within one month from the date of receipt of appeal. The President may, to his satisfaction, condone the delay upto 60 days in filing the appeal.
12. **Powers to relax :** The President of the Distt. Council for Child Welfare, Rewari shall be competent to relax any of the condition(s) of this policy.
13. **Powers to repeal:** None of the clauses of this policy shall be repealed or altered or no new clauses made except with the prior approval of the Governing Body of the District Council for Child Welfare, Rewari.

11/11/24

Distt. Child Welfare Officer
Rewari