

Rules for the Allotment of Shops in Different Shopping Centres of New Capital, Bhubaneswar

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Rule

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1.

These rules may be called "The Rules for Allotment of Shops" in New Capital, BBSR".

2. Definitions.

- In these rules, unless the context otherwise requires-(a)"Shop" means a shop room with or without the attached store room and open space appurtenant thereto or an open flat for shopping purpose, or stall and open space leased out from time to time for shopping purpose;(b)"Subletting" includes permitting any other persons to run a business either on behalf of the allottees or independently, with or without any pecuniary benefit accruing to him without prior permission from the Director of Estates;(c)"improper use" means and includes running a business other than that for which the shop was allotted either by an allottee himself or by his nominee; erection of unauthorised structure using a portion for a purpose other than one for which it was allotted; and unauthorised extension from electric and water connection;(d)"Allottee" means a person in whose favour allotment of a shop is made;(e)"Unauthorised occupation" means occupation by a person in whose favour allotment has not been made and occupation by the allottee beyond the period for which the agreement has been registered;(f)"Member of a family-Father, mother, husband, wife undivided brothers, unmarried sisters, son, daughter and step children and members of a joint family recognised under law.

3.

These rules shall come into force at once. These rules shall apply for allotment of shops in New Capital, built or to be built under the Capital Construction Programme.

4.

Every vacancy of a shop in a shopping centre is to be filled up from among the applications received either for the purpose of a shop in that particular shopping centre in New Capital or in any one of the shopping centres of New Capital.

5.

Every application for allotment of a shop in a shop in any of the shopping centres shall be received in the Form prescribed in the Appendix 'A'. It shall be accompanied by required certificates and an affidavit in the form prescribed in Annexure 'B'.

6.

(a)An applicant for a shop shall be a citizen of India shall have sufficient experience in the trade or business which he proposes to run. The application shall be accompanied by a certificate from a Gazetted Officer regarding the professional ability of the person to run the business.(b)The application shall also be accompanied by a solvency certificate and a certificate regarding citizenship given by a Revenue Officer not below the rank of a Sub-divisional Officer indicating therein the rolling capital of the applicant to run the business. The solvency certificate should indicate the extent of immovable property in any part of the State or Indian Union.(c)Each application for allotment of a shop shall be accompanied by a certificate indicating that the applicant does not have any liability for payment to a Commercial Tax Officer in his previous place of business. In case an applicant has, preferred an appeal against the assessment of sales tax-and obtained stay order from the Appellate Court, a certified copy of the said order or a certificate or the Sale Tax Officer concerned to that effect will be deemed sufficient for the purpose.(d)His application shall also be accompanied by a certificate indicating that he has not defaulted payment of income tax, provided if an applicant has preferred an appeal against the assessment of income tax and obtained stay order from the Appellate Court a certified copy of the said order or a certificate of the Income Tax Officer concerned to that extent will be deemed sufficient for the purpose.

7.

(a)The application shall be accompanied by a chalan showing payment into a Government Treasury/Sub-Treasury a consolidated sum of Rs.5 representing fees for application in the appropriate Head of Account (Revenue Deposit in favour of Rent Officer, P. and S. Department) He may also deposit the said amount with the Rent Officer and furnish the receipt along with the application.(b)The application shall also be accompanied by a challan showing payment into a

Government Treasury/Sub-Treasury a consolidated sum of Rs. 50 representing earnest money deposit in the appropriate Head of Account (Revenue Deposit in favour of Rent Officer). He may also deposit the said amount with the Rent Officer and furnish the receipt along with the application.(c)The earnest money shall be forfeited if the applicant does not come forward to execute necessary bond and take possession of the shop within the period specified in the allotment order.

8.

(a)All the applications for allotment of a shop in any shopping centre in particular or anywhere in Bhubaneswar. In general, are to be taken up together for consideration once in the first week of every month for allotment of vacant shops.(b)A person who had defaulted payment of rent for a allotment of a shop made to him in Bhubaneswar in any of the shopping centres at any time in the past will be deemed to be prima facie disqualified for allotment of a shop.(c)The applications which are not accompanied by sales-tax or Income-tax clearance certificate and which are not accompanied by requisite certificate regarding solvency and business proficiency shall not be considered for allotment of shops.(d)If a member of the family of an applicant possesses a shop anywhere in Bhubaneswar, his application will not be taken up for consideration for allotment of a shop.(e)No person or his family member to whom a shop-cum-residence site has been allotted shall be entitled for allotment of a shop in any of the shopping centres.

9.

Preference may be given to the Co-operative Societies in allotment of shops.

10.

Allotment of shops shall be made taking into consideration the need for a specific trade in a particular shopping centre.

11.

(a)If there are more than one individual competitors for allotment of a shop, selection shall be made on the basis of business proficiency and financial stability.Preference will be given to the applicants, sponsored by Government in the process of solving unemployment problem or rehabilitation of political sufferers, evacuees etc.(b)As far as possible regional parity shall be maintained in allotment of shops.(c)The Government may select a person for allotment of a shop on special consideration to be recorded in writing or may put a shop to auction.

12.

(a)The person in whose favour the shop is allotted shall enter into a registered with the State Government represented through the Director of Estates and ex-officio Deputy Secretary to

Government, Political and Services Department for a period of three years.(b)The said agreement can be renewed for a maximum period of three years (at a time) after the expiry of the first term subject to the condition that the allottee has cleared up all the Government dues pertaining to the rent and other charges of the shop in time and has cleared up the dues of the Commercial Tax Department and the Income Tax Department prior to the expiry of the previous term of agreement. In case an allottee has preferred an appeal against an assessment of sales tax or income tax and obtained stay order from the appellate Court a certified copy of the said order will be deemed sufficient for the purpose.

13.

In case an allottee of a shop acquires a place of shop-cum residential plot, his allotment of shop will be cancelled and he shall surrender the same within six months from the date of registration of document by which he acquires the said property.

14.

Each allottee shall be required to register an agreement in the Form in Annexure 'C' within the period specified in allotment order failing which the allotment order will automatically be cancelled.

15.

(a)No allottee shall sublet a shop allotted to him or any portion thereof without the written permission of the Director of Estates. In case an allottee either sublets a shop or makes improper use of it the allotment shall be cancelled from the date of detection of the same and he shall have to pay a penalty ten times the rent for each day of continuance beyond the date of cancellation of allotment.(b)Notwithstanding anything contained in the lease deed, the allotment of a shop room is deemed to be cancelled if the allottee defaults payments on the date prescribed in the lease deed.

16.

An allottee may at any time surrender allotment made to him and if he does so -(a)he shall not retain any right in the particular shop allotted to him(b)he may apply for another shop in the Form (Annexure 4) in the rule for the purpose. He cannot claim any priority because he surrendered the previous allotment.

17.

(a)An allottee while taking possession of a shop is required to execute a lease deed in the Form in Annexure 'C' and to pay a security money amounting to six times the monthly rent of the shop, to the Rent Officer and shall obtain the possession of the room from the Authorised Agent of the Rent Officer.(b)The allottee while handing over the shop room shall report the fact fifteen days in advance to the Rent Officer and hand over the vacant possession of the shop room to the authorized Agent of

the Rent Officer.(c)The security money may be refunded to the allottee at the time of vacating the shop. In case he has any liabilities like arrears of rent etc., damages to the building or the fittings the same shall be deducted from the security money.(d)The allottee shall also be liable for making good the loss or damages to the building by due process of law.(e)Violation of this rule regarding handing over and taking over shall call for a penal action amounting to forfeiture of security and a penalty three times the monthly rent payable for the shop.

18.

A person in "unauthorised occupation" of a shop shall be liable for a penalty ten times of the monthly rent fixed for the shop.

19.

If a person in whose favour the allotment of a shop has been made, defaults Payment on the due date as per the terms of agreement, the shall be liable for eviction under Orissa Public Premises (Eviction of Unauthorised Occupants) Act, 1961 and the arrear dues shall be recoverable from him as a Public Demand under Orissa Public Demand Recovery Act, 1962.

20.

Every person to whom a shop is allotted shall be required when he enters into a shop or when he vacates the shop to sign an inventory of the electrical and other fittings.

21.

Where the question arises as to the interpretation of the rules, the decision of the Chief Secretary to Government of Orissa shall be final.

Annexure-AAApplication form

1. Name of the applicant (in capital letters)

2. Name of the father

3. Present address (in full)-Village or town, police-station, post office, district and State)

4. Permanent address (in full)-village or town, police-station, post office, district and State)

- 5. Whether the applicant has any relation of his own in Bhubaneswar, if so, his full address.**
- 6. Whether any member of his/her family (father, mother, husband, wife, brother, sister vide Rule 12) is running any business in Bhubaneswar, if so, his full address, particulars of business and exact location of business be mentioned**
- 7. Whether the applicant was allotted a shop in any of the Shopping Centres ? If so, the order and date of last allotment be mentioned and business for which the same was allotted be mentioned**
- 8. Does the applicant run any business in Bhubaneswar now ?**
- 9. What type of shop is proposed to be opened in case a shop is allotted ?**
- 10. (a) Whether Sales Tax Clearance Certificate has been obtained and attached to the application**

(b)Whether Income-tax Clearance Certificate has been obtained and attached to the application
(c)Whether certificate regarding Business Proficiency and Citizenship Certificate has been attached to the application
(d)Whether Solvency Certificate has been attached to the application
- 11. Name of the Shopping Centre where the applicant proposes to run his business**
- 12. Occupation of the applicant on the date of application, (i.e., if the applicant holds any business and the name of place should be clearly stated)**
- 13. Previous occupation of the applicant during the last five years**
- 14. Details of business for which the applicant wants the shop**
- 15. If the applicant has opened any temporary or permanent shop in Capital Area, the details thereof may be given**

16. If the applicant will abide by the terms and conditions of allotment and lease, deed

17. (a) Whether the applicant proposes to run the business himself or through hired labourers

(b) Whether the applicant proposes to run the business independently or as a partnership firm or as a Managing partner of a Joint Stock Company. In case it is a partnership firm or a Joint Stock Company whether this has been registered. A certified copy of the partnership deed may be attached (c) if it is a Co-operative Society the registration number be given and copy of bye-law attached

18. (a) Whether the application fees and the earnest money has been credited, if so, Challan Receipt No. and date be mentioned,

(b) Whether necessary affidavit has been attached

19. Has he/she or a member of his/her family has been allotted a shop or shop-cum-residential site

20. Date of application

Signature of the Applicant I.....S/o.....of aged.....do hereby certify that the facts mentioned above are true to my knowledge and belief. Signature attested and Identified by me Seal and Signature of a Gazetted Officer/M.L.A./M. P. Signature of the applicant Annexure-B In the Court of Shri.....Magistrate, 1st Class Bhubaneswar I, Shri aged.....son of (late).....resident of village.....P.O P. S. in the district of..... at present.....Bhubaneswar by profession.....do hereby solemnly affirm.

1. That the following persons are the members of my family and related to me as noted in the statement below :

Serial No. Relationship Name of person (1) Husband (2) Wife (3) Sons (4) Unmarried daughters (5) Widowed and dependent daughters (6) Brothers below 18 years and unmarried sisters (7) Father (8) Mother (9) Stop children,

2. That I or any of my family members as noted in the statement above do not own or possess any shop or shop-cum-residential site in the jurisdiction of the Notified Area Council, Bhubaneswar.

3. That I solemnly swear and affirm that the above statements true to my knowledge and I swear that I have not owned either by me or by any of my family members mentioned above within the Bhubaneswar Notified Area and I swear the affidavit today.

Signature of the Deponent Identified by me Advocate Annexure-C This deed of lease is made on the.....day of.....20 between the Governor of Orissa (hereinafter called 'the lessor') and Shri..... aged.....years, son of.....resident of village.....P.O.....P. S.....District.....at present.....by.....profession.....(hereinafter called 'the Lessee') witnesses as under: Whereas the aforesaid lessee has been allotted a in the New Capital, Bhubaneswar more fully described in the Schedule annexed hereto, for use and occupation for business, for a period ofyears commencing from the date, aforementioned. Now the deed witnesses and the parties, agree to abide by the terms and conditions as follows :

1. That the lessee before occupying the building, shall pay Rs.....

(Rupees) only in cash towards security deposit, which may be refunded to the lessee after satisfactory completion of the terms and conditions of the covenants herein contained and fulfilling the conditions of allotment. The lessor reserves the right to adjust or forfeit amount out of the security deposit for such damages and/or arrear rent, if any, after the completion of the term or for non-fulfilment of the terms of this lease deed.

2. The lessee hereby covenants with the lessor as follows :

(i) The lessee shall forthwith produce clearance or non-assessment certificate from the Sales Tax authority and pay in consideration of the lease, the sum of.....(Rupees.....) only in cash as rent for the first month, whereupon the lessor shall convey, by way of lease, the said building and hold the same along with all rights of easement and access, light and air along with all fixtures appurtenant thereto, subject to such restrictions and conditions, as may be prescribed by the lessor from time to time. (ii) That the lessee shall pay the monthly rent of Rs..... (Rupees.....) only in cash until enhanced in pursuance to this deed, or before the 25th day of the month preceding the month for which the rent is payable to the Rent Officer, Political and Services Department, or his authorised agent at his office during office hours; provided that the payment of this rent by means of cheque may be accepted on the written permission of the Rent Officer, or by depositing the same in the Bhubaneswar Sub-Treasury and forwarding original copy of the challan to the Rent Officer, P. and S. Department within 5 days of the deposit. (iii) The lessee shall be liable to pay interest at the rate of 24 per cent per annum on the arrear rent accruing due from time to time from the due date of payment as aforesaid. (iv) The lessee shall be entitled to use the building mentioned, above, only for the purpose of business for which the same has been allotted but for no other purpose. (v) The lessee shall not be entitled to sublet or assign whether by sub-lease or otherwise, its interest in the property demised to any other person whether in whole or part. (vi) The lessee shall maintain the building in good and orderly condition without causing any damage to the same or to its boundary,

or the fitting, or fixtures and shall not erect any further structure, either temporary or permanent to the existing premises without the written permission of the lessor.(vii)The lessee shall pay all fees, taxes and charges relating to water, electricity and municipality, charged upon the premises, due to the lawful authority whatsoever.(viii)The lessee shall maintain the premises in sound, hygienic and sanitary condition. He shall not allow cooking of any kind or kindle fire of any nature whatsoever inside the premises.(ix)The lessee shall not keep the leased shop house closed for more than seven days at a stretch, in which case, the same will amount to breach of conditions of the lease deed.(X)The lessee shall permit the lessor or his agents at all reasonable times during the period of lease, to enter into the premises to inspect the conditions thereof.(xi)The lessee shall deliver the vacant possession of the building to the lessor on the expiration of the term of lease, or sooner, on the determination of the term of this lease-deed.(xii)The lessee hereby agrees that the recovery of the arrear dues, interest and damage shall be recoverable as a public demand, under the Orissa Public Demands Recovery Act, 1962 (Orissa Act I of 1963).(xiii)The lessee shall not claim any right or interest in the property leased hereby.(xiv)To pay enhanced rent (fees) if it is so decided by the lessor and intimated to the lessee by a notice in writing and served upon the lessee three calendar months prior to the beginning of the month for which enhanced rent is claimed.

3. The lessee shall provide facilities to the lessor to take up repairs of the leased premises as and when needed.

4. That if any part of rent and other charges hereby reserved shall be in arrear for ninety days, next after the day, whereon the same shall have become due, whether the same shall have been demanded or not or if there shall be a breach of any of the lessors covenants herein contained or if the ... is required for some public purpose or otherwise required by the lessor, of which fact the lessor shall be the sole judge, then, the lessor may, notwithstanding the waiver of any previous cause or right of re-entry, terminate the lease by 15 (fifteen) days' notice in writing and thereupon the lease of the premises shall absolutely cease and determine and lessee shall vacate the premises immediately on the expiry of the notice period and hand over the premises to the lessor or his agents and in the event of such termination the lessee shall be liable to pay for all the damages. If any, caused to the buildings, its fittings, its fixtures by the lessee after making due allowances for ordinary wear and tear, the value of which as determined by the lessor, shall be binding on the lessee.

5. That if the lessee shall not deliver up possession of the.....under Sub-clause (xi) of Clause 2 and Clause 4, the lessor is hereby authorized to treat the lessee as a trespasser and in unauthorised occupation and to evict him under the provisions of the Orissa Public Premises (Eviction of

Unauthorised Occupants) Act, 1961 and take over possession of the premises and to claim damages to the extent of ten times the rent of the leased premises for each day of unauthorised occupation, for the breach of covenant for voluntary making over possession and also reasonable damages for each day of unauthorised use and occupation and the said, damages shall also be recoverable by the lessor as a public demand in the manner provided under the Orissa Public Demands Recovery Act, 1962.

6. With the breach of any conditions of the lease-deed, the security deposit of the lessor to the extent not exceeding Rs. 250 only may be forfeited, in addition to the compensation for the loss and damage caused to the building by the lessee.

7. That any communication made to the losses by the lessor, at the above address shall be deemed to have been duly received in due course of time.

In witness whereof, the parties aforesaid have signed this lease deed in token of the acceptance of the terms and conditions aforesaid.

Seal :

Signature of the lessee Signature of the lessor acting on the premises for and on behalf of the Governor of Orissa.

In presence of In presence of witness-
witnesses-

1..... 1.....

2..... 2.....

of premises

.....N.H. Unit NoNew Capital, Bhubaneswar in the district of Puri under the jurisdiction of Sub-Registrar, Bhubaneswar. Size of the room is.....Bounded by-North :South :East :West :Signature of the lessee Signature of the lessor