

**MOST URGENT**  
**VIDHAN SABHA QUESTION**

**GOVERNMENT OF NCT OF DELHI**  
**PWD SECRETARIAT: 3<sup>RD</sup> FLOOR,**  
**MSO BUILDING, I.T.O., I.P. ESTATE,**  
**NEW DELHI-110002**

F.11(123)/PWD-II/VS UnSt.Q.122/Dec.23/dis/pwd/736-37 Dated: 16/12/2023

To

The Dy. Secretary,  
Question Branch,  
Delhi Legislative Assembly,  
Question Branch, Old Secretariat,  
New Delhi- 110054.

**Sub: -Reply of Legislative Assembly (Un-Starred) Question No. 122  
raised by Sh. Praveen Kumar, Hon'ble MLA during Winter Session  
2023 due for 18.12.2023.**

Sir,

Kindly refer to Dy. Secretary (Q.B) Legislative Assembly Secretariat  
(Question Branch) letter No. F. 11(B-1) VII/2020-25/VSS/Question  
Branch/6290 dated 07/12/2023 on the subject cited above. In this regard,  
please find enclosed herewith 100 copies of reply of Vidhan Sabha Question  
as mentioned above for necessary action at your end. Further, the copy of the  
same has also been sent through e-mail.

Yours faithfully,

Encl.: As above

A 16/12/23  
**(Anil Bhola)**  
**Dy. Secretary (PWD/VS)**

F.11(123)/PWD-II/VS UnSt.Q.122/Dec.23/dis/pwd/736-37 Dated: 16/12/23

Copy for information to: -

1. OSD to Hon'ble Minister (PWD), 6<sup>th</sup> Level, A-Wing, Delhi Sectt. New Delhi.

~  
**Dy. Secretary (PWD/VS)**




विभाग का नाम :- लोक निर्माण विभाग, दिल्ली सरकार  
विभाग का पता :- तीसरा तल, एम0 एस0 ओ0, भवन,  
आई0टी0ओ0 इन्द्रप्रस्थ संपदा, नई दिल्ली-110002.

अतारांकित प्रश्न संख्या : 122  
दिनांक : 18.12.2023  
प्रश्नकर्ता का नाम : श्री प्रवीण कुमार  
क्या लोक निर्माण विभाग मंत्री यह बताने की कृपा करेंगे कि:

क. सं	प्रश्न	उत्तर
क)	निजामुद्दीन सब-वे के अंदर कितनी दुकान पीडब्ल्यूडी ने बनाई हैं;	निजामुद्दीन सब-वे के अंदर कुल 12 दुकाने हैं।
ख)	इन दुकानों का किराया कितना आता है तथा कितनी दुकानें खाली हैं;	इन दुकानों का किराया नहीं आता है क्योंकि सभी दुकाने खाली हैं।
ग)	दुकान अलॉट करने के लिये क्या नियम हैं; और	दुकान के अलॉटमेंट के नियम की प्रतिलिपि संलग्न है।
घ)	उसकी नियमावली की कॉपी एवं सभी अलॉट दुकानदारों की सूची नाम, पते और नंबर के साथ उपलब्ध करायें?	उपरोक्त (ख) के संदर्भ में लागू नहीं है।

यह उत्तर माननीय मंत्री, लोक निर्माण विभाग की स्वीकृति से जारी किया गया है।

  
14/12/23

(अनिल भोला)

उप सचिव, (लो0नि0वि0)

ANIL BHOLA  
DY. SECRETARY (PWD)



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ANNEXURE-I

GOVERNMENT OF NCT OF DELHI  
PUBLIC WORKS DEPARTMENT & HOUSING  
5TH LEVEL "B" WING  
DELHI SECRETARIAT: NEW DELHI

Terms and conditions of Auction

1. The premises will be licensed for ten (10) years from the date of commencement of licence deed i.e. the date of taking of possession of premises on 'AS IS WHERE IS BASIS' by the licensee from licensor. The licensee after taking formal occupation of the licensed premises shall not contest thereafter that the licensed premises is not complete in any respect whatsoever. If any change, additions / alterations are necessary, the licensee shall do the same at his own cost after obtaining prior written permission of the licensor and the liabilities for the payment of licence fee shall not be affected.
2. Any individual partnership firm and company registered under Companies Act, 1965 or Companies Act, 2013 are eligible to participate in the Auction. Regarding partnership and Company, they should be subsisting for the last 3 years prior to the date of auction.
3. The Licensor (i.e. Public Works Department) reserves the right to reject any or all the bidders / bids without assigning any reasons. The details of shops to be auctioned is given at point no. 26 **Annexure-I** alongwith their (a) location, (b) covered area, (c) reserve price (monthly).
4. The allotment will be made to the highest bidder in the auction on licence fee payment basis for a period of 10 years.
5. All the participants who desire to participate in the auction, have to deposit an earnest money deposit (EMD) equivalent to reserve price for a month as indicated in ANNEXURE-I through demand draft/bank guarantee/FDR drawn in favor of A.O. (Finance), Land & Building Deptt. GNCTD before the date of auction and PWD will than allow only such participants who had deposited EMD alongwith the bid.
6. The earnest money (EMD) shall be forfeited in favor of the PWD in case the applicant after participating in auction becomes successful bidder withdraws the offer or makes modifications therein or on acceptance of his application fails to complete any of the formalities of the licence or fail to comply with any of the terms and conditions and any

*Abstract from file  
No F-8(5A)80/KV/L2B/RRc/  
13/12/23  
S.O.C.S)*



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of the formalities of the licence within the period as stipulated in conditions 7 & 8 below and the allotment in such cases shall be deemed terminated.

7. The successful bidder will be required to deposit equal to one (01) month licence fee as interest free security deposit and one (1) month advance licence fee to PWD. The interest free security deposit and one (1) month advance licence fee shall be accepted only in the form of Demand Draft or Bank guarantee or FDR in favor of A.O. (Finance), Land & Building Deptt. GNCTD, PWD payable at New Delhi/Delhi, within a period of 15 days of the receipt of the intimation of acceptance of his offer towards the fulfillment of the contractual obligations. The earnest money deposited by the successful bidder alongwith the bid will be adjusted towards the security deposited.
8. The successful bidder will execute a licence deed on a non-judicial stamp paper within a period of 15 days from the date of depositing the security deposit alongwith one (1) month advance licence fee to Licensor, in the Performa prescribed by the Licensor. The licensee shall take the possession of the shop from the licensor within 30 days from the date of execution of licence deed.
9. The terms and conditions of the licence are given in the attached licence deed in detail, and it is the responsibility of the bidder to go through such terms and conditions before participating in this auction process. In case of any discrepancy in documents related to the auction, the terms and conditions mentioned in the Licence Deed shall have superseding effect.
10. In case of termination, Licensor shall enter into the premises, and in the event of the Licensee not surrendering the vacant possession of the premises within the stipulated period under this deed in a peaceful manner the licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and any other action(s) as deemed fit by the licensor.
11. At the time of commencement of licence deed, the licence fee deposited in advance will be adjusted towards the monthly licence fee and after adjustment of the said licence fee, the licensee shall pay the licence fee in advance by the 10th of each English Calendar month at the latest.
12. Non-payment of the licence fee within the prescribed period will constitute breach of the terms of licence and shall render the licence liable to be terminated. In case of default in payment of the licence fee for any reason, what-so-ever, shall be liable to pay to the licensor monthly compounding interest for the period of default @ 15% per annum on



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amount of licence fee and any other dues including interests, the payment of which has been so defaulted. The interest on defaulted amounts shall be payable for full month irrespective of the fact whether default so committed is for the part of the month.

13. In case of licensable trades, operations should only be started after getting appropriate licence, such as health license from the competent authority.
14. The licensee shall run the shop himself or through his/her spouse, parents and children only. No other relative or any other person will be allowed to run the shop without obtaining the prior permission in writing from the licensor, and if at any time shop is found running by some person other than the licensee or his/her spouse, parents and children or person allowed by the licensor, then such case will be treated as sub-letting, and the licence will be terminated automatically in such scenario. Licensor will take all necessary action, as deemed fit by it, in such scenario.
15. Save as provided in the preceeding paras, the licensee during the tenure of this license shall not sublet/transfer/assign or part with the building or any portion thereof permanently or temporarily to anybody else nor shall be allowed to take any person /persons to occupy the premises or to use any part thereof save with the prior permission in writing of the licensor.
16. The licensee shall be bound to abide by all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolutions, directives, or otherwise restrictions or any similar form of decisions of, or determination by, or any interpretations or adjudications having the force of law in India and the rules, regulations, bye-laws, orders, etc. made under them, as amended from time to time.
17. The prospective Auctioneers/bidders should not have been debarred/ blacklisted by any Government/ Public sector undertaking/ Local Bodies or any other statutory authority and the successful bidder has to furnish an affidavit in this regard.
18. The participants should also furnish PAN Number issued by Income Tax alongwith returns for the last three years.
19. The increase in licence fee, use of the premises, renewal, change of trade, transfer, clubbing of units, subletting, damages on cancellation and revocation, interest on delayed

Abstract from All N.F. 86-7)  
80/141/285/ARC

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payment, sealing and de-sealing of premises, mutual exchange, security deposit and other conditions shall be as per the policy of the PWD and as decided from time to time.

20. Upon the expiry of licence period, renewal may be allowed as per policy of the PWD in vogue and subject to completion of condition of licence deed in letter and spirit throughout licence period of 10 years. If the licensee fails to get it renewed in accordance with the policy of the PWD, it will be deemed as automatic cancellation and PWD shall enter into the premises without giving any further notice. The prospective bidder shall peacefully handover the possession to PWD on the expiry of the licence in accordance with the condition no.2.4 of the chapter on Grant of licence.
21. The licensee shall himself/itself occupy and use the premises only for the purpose for which it is being licenced by PWD and run the Premises himself. However, the licensee can apply for change of trade in accordance with the policy of PWD.
22. The final authority to accept or reject any bid will be Principal Secretary, PWD.
23. The other terms and conditions of the licence deed have to be executed by the successful bidder.
24. The successful bidder is liable to make all statutory payments including water charges, electricity, sanitation etc.
25. Licence deed is annexed as **Chapter-I**.
26. Details of shop:- Location, area, Reserve Price (monthly).

Shop No.	Location	Shop Area	Reserved License Fee (Per Month)
S.-1	Behind shop no. 7,	20.15 Sqm	25,611/-
S.-2	Delhi govt. Resi.	21.02 Sqm	26,717/-
S.-3	Colony, Kalyanvas, Delhi	20.43 Sqm	25,967/-

27. **Rent review:-** The license fee shall be increased at the rate of ten per cent (10%) annually on compounding basis, w.e.f. 01 April of every year which shall be final and binding upon the licensee. However, as the licensee would not be completing a period of one year from the date of grant of license, the first such increase would be made on 01<sup>st</sup> April, 2019.