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No.CBK/Bldg/3- 335
Office of the Cantonment Board,
Kasauli-173204 12 March,2020


PUBLIC NOTICE

Reference this office Public Notice No.CBK/Bldg/3-210, dated 20.02.2020.

It is hereby notified for the information of general public that the rights of occupancy of the following Cantt Fund Properties scheduled to be disposed off by public auction on 16.03.2020 at 1100 hours is hereby postponed due to some administrative reasons.

S.No.	Description of Properties
1.	Stall No.07 (Ground New Market,Kasauli) (Reserve for Ex-Serviceman)
2.	Stall No.08 (1 st Floor New Market,Kasauli)

The rights of occupancy of the above said Cantt Fund Properties will not be disposed off by public auction on 19.03.2020 at 1100 hours in the office of Cantonment Board, Kasauli. The intending bidders will be required to deposit temporary earnest money in the office of Cantonment Board, Kasauli upto 18.03.2020 at 1600 hours. The other terms and conditions of the public auction will remain un-changed.


CHIEF EXECUTIVE OFFICER, KASAUJI
(JIGYASA RAJ)

1. All Elected Members,
Cantt Board, Kasauli
1. All Notice Boards,
Including Cantt Board Office Notice Board.
2. All CEO's:- Dagshai/Subathu/Jutogh/Ambala/Ferozpur/Amritsar/Jalandhar/Delhi/Khasyol/
Dalhousie/Bakloh/Jammu.
3. The Sanitary Inspector,
Cantt Board,Kasauli:- for wide proclamation in the station.
4. The Secretary Municipal Committee,
Kalka/Solan/Shimla/Ambala city.
5. All Stall/Godown/Khokhas etc holders:- for information.
6. The S.H.O.,
Police Station,Kasauli:- You are requested to provide adequate police staff during the
auction 19.03.2020 at 1000 hours instead of 16.03.2020
7. The Computer Programmer,
Cantt Board,Kasauli:- for n/action

TERMS AND CONDITIONS:

1. The occupancy rights will be for a period of **FIVE YEARS** commencing from 01.04.2020
To 31.03.2025
2. Any person in any way indebted to the Cantonment Board will not be entitled to bid at the auction.
3. All intending bidders will be required to deposit Rs.15000/- as temporary earnest money before the commencement of auction. Temporary earnest money would be refunded after the sanction of Board of the auction proceedings.
4. All bid will be subject to sanction of the Cantonment Board which reserves to itself the right to accept or reject any bid without assigning any reason. The officer supervising the auction may close any bid which is considered low.
5. During the course of auction of the stalls of Cantt Board, Kasauli, it is proposed that an amount of Rs.40,000/-only will be fixed as reserve price to start the bid.
6. Full amount of bid together with 10% of the bid as security will have to be paid at the fall of hammer in cash.
- 6 (a) Due to introduction of GST w.e.f. 01.07.2017, the highest bidder will have to deposit the bid amount of the stall alongwith GST @ 18% with Cantt Board, Kasauli.
7. On failure of any successful bidder to deposit the bid money or security deposit in accordance with condition 6 , the earnest money or any other money deposited by him during the course of auction will be forfeited to the Cantonment Fund and the defaulter will have no claim for the same and the stall will be given to the next higher bidder, or re-auction at the discretion of the officer supervising the auction.
8. The successful bidder shall supply a Non-Judicial Stamp paper of the requisite value immediately and shall enter an agreement with the Board within a period of 15 days from the date of receipt of communication to him of the acceptance of the bid, failing which the security deposited shall be forfeited to the Cantt Fund wholly or in part at the discretion of the Chief Executive Officer and the Stall will be given to the next higher bidder, or re-auction at the discretion of the officer supervising the auction.
9. The stall holders shall keep the stall and its surrounding in a clean and sanitary condition to the satisfaction of Chief Executive Officer, Kasauli. Suitable covered segregated receptacles for garbage will be provided by the stall holder at his own cost.

10. The stall holder or his relations or servants shall not use the stall for residential purpose or cook therein at any time. Cooking is only permitted in case of stall in which license for refreshment has been allowed by the Board.
11. The stall holder shall not close the stall at any time for a period of more than 15 days at a time except with the previous permission in writing obtained from the Chief Executive Officer.
12. The stall holder shall not sublet the stall or any part thereof in any manner to anybody. The stall holder shall handover the vacant possession of the stall in good condition peaceably to the CEO or any official deputed by him for the purpose. The subletting or passing on the stall or any part thereof by the stall holder will not be permitted in any case.
13. The stall holder may surrender the stall to the Chief Executive Officer at any time by giving one month clear notice in writing. In lieu of Notice the stall holder will have to pay the lease amount in cash also.
14. In case the lessee surrender the stall before the completion of lease period of five years to Cantt Baord in accordance with the clause 13 above, he/she will not eligible to give bid to the said particular stall till the very next successful auction. He/She may give bid to another stall other than the stall surrendered by him/her to Cantt Board.
15. The lessee will have to submit "No dues certificate" in respect of his/her stall etc from HPSEB on account of electricity charges before handing over the same to this office.
16. The Cantonment Board can also terminate the agreement of stall by giving one month's Notice to the stall holder without assigning any reason.
17. The stall holder shall take out the license from the Cantonment Board for all such trades for which a license is required under Section 277 of the Cantts Act,2006 on payment of usual license fee and shall also pay the professional tax and shall duly observe the conditions of the license.
18. The stall holder shall not use the stall for any other purpose other than the trade he is dealing in. The Chief Executive Officer or any representative authorized by CEO any time can inspect the stall without assigning any reason.
19. The stall holder shall not carry on the trade of wood, charcoal, kerosene oil, liquor, slaughter of any animal etc. or any other inflammable articles in the stall. The defaulters shall be liable to pay a penalty of 25% of the annual bid amount.

20. Trade in any of the articles covered by clause (q) of sub-section (1) of Section 277 of the Cantts Act,2006 will not be permitted to be carried on in the stalls.
21. Ordinary repairs to the stall will be carried out by the Cantonment Board and the holder of stall will keep the premises in good condition. Any damages which may be caused to the stall or fittings therein by lessee or any other person during the period of his occupation either willfully or negligently or accidentally will be carried out by the lessee itself. No structural alteration will be made by the holder of stall without prior written permission from the Chief Executive Officer, Cantonment Board, Kasauli and at the expiry of the occupation period the stall holder shall hand over the stall in his occupation in the proper condition, duly verified by the rep. of this office.
22. The minor repairs of the stall will be carried out by the holders itself as and when required by intimating the CEO for the same.
23. If the stall holder commits breach of any of the conditions, the Chief Executive Officer at his discretion may forfeit whole security deposit and in the event of continuous breach of the conditions, the Chief Executive Officer may at his discretion terminate the lease after giving one month notice.
24. If the stall holder use the stall or any part thereof for any purpose other than the purpose for which the same is given without the previous written permission, Chief Executive Officer shall have the right to terminate the agreement without notice and compensation.
25. When the agreement is terminated under clause 24 above and the stall holder refuse to surrender the possession of the stall on his occupation, he/she shall be liable to pay compensation for the period he remains in occupation after the date of termination of his agreement at Rs.1000/- per day for the period of un-authorized occupation of the stall in addition to rent.
26. The stall holder shall have to undertake that he will vacate the stall in his/her occupation on the expiry of the period i.e. on 31.03.2025 at 1400 hours automatically and will be duty bound to handover the possession to the Chief Executive Officer or any other official authorized by him. Failing to vacate the possession and handing over the possession, the holder of stall will be liable to pay Rs.1000/- per day for the period of un-authorized occupation in addition to rent.
27. The stall holder has to agree to confirm the above conditions as being legally binding on him and has to accept that in case of any dispute, decision of the President, Cantonment Board, Kasauli on each matter will be final and binding on him/her.
28. Holder of the stall where water meters are installed shall not be entitled to free supply of water. They will have to pay water rate as per the existing rates from time to time and regulations.
29. Holders of the stall will have to inform the trade to be carried out in the stall within 15 days on receipt of consent letter of Cantt Board.
30. Holder of stalls shall not run any other trade other than the trade for which permission is given by Cantt Board without the prior permission of C.E.O.

31. If any complaints regarding subletting of stall is/are etc. received in the office of Cantt Board, Kasauli, the CEO will issue notice to the lessee who will have to prove with documentary proof that he/she has not sublet the respective stall failing which action to take the possession of the said stall will be taken as per agreement.
32. The lessee/holder of the stall shall have to submit the detail of legal heirs to the Office of Cantonment Board, Kasauli.
33. In the event of death of lessee/holder of stall during the period of his/her occupation, the legal heirs of the lessee/holders of stall has to clear the lease rent and other dues in respect of the stall.
34. In accordance with the condition 32 & 33 above, the legal heir of the stall has to apply to Cantt Board for the transfer stall in his/her name with documentary proof. The stall will be transferred to the legal heir of the stall with the approval of the Board. No sub division will be granted in any stall at any cost.
35. If any eatable stalls are found in insanitary/unhygienic condition during the course of sanitary inspection of Cantt stalls etc. to be carried out by the Health Officer/S.I., the stall is liable to be closed by the order of CEO without any requirement of notice.
37. If the lessee fails to deposit the annual lease rent of his/her stall within stipulated time period, he/she has to pay the lease amount with penalty @ 25% over the due lease amount within one month of due date, failing which stall will be closed without requirement of notice. The additional time period of one month after due date shall be treated as one month notice period. In addition, legal action will be taken for recovery of dues including penalty.
36. If more than one challan on any account is issued by the CEO in a particular month, the stall will be closed by the CEO forthwith at lessee's risk and cost.
37. Any other terms and conditions if any will be announced before the commencement of public auction.
38. These conditions will become the part of the agreement.

-sd/-

**CHIEF EXECUTIVE OFFICER, KASAULI
(JIGYASA RAJ)**

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Cantt Board, Kasauli
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Including Cantt Board Office Notice Board.

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