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No.CBK/Bldg/3- 885  
Office of the Cantonment Board,  
Kasauli-173204 14 August,2020

### PUBLIC NOTICE

It is hereby notified for the information of general public that right of occupancy of the following Cantt Fund Properties in will be disposed off by public auction for a period of five years commencing from 01.11.2020 at "KALER AUDITORIUM" near Dhyan Chand Chowk, Kasauli on 16.09.2020 at 1100 hours:-

S.No.	Description
1.	Stall No.1. with godown
2	Stall No.2,MB,Kasauli (with Godown)
3	Stall No.3, MB, Kasauli(with Godown)
4	Stall No.4
5	Stall No.5, MB,Kasauli
6	Stall No.6, MB, Kasauli(with Godown)
7	Stall No.7, MB, Kasauli(with Godown)
8	Stall No.8, MB,Kasauli
9	Stall No.9
10	Stall No.10
11	Stall No.11, MB,Kasauli
12	Stall No.12 with godown
13	Stall No.13, MB, Kasauli(with Godown)
14	Stall No.14 with godown
15	Stall No.15 with godown
16	Stall No.16 with godown
17	Stall No.17 with godown
18	Stall No.18
19	Stall No.19
20	Stall No.20 with godown
21	Stall No.21, MB, Kasauli (with Godown)
22	Stall No.22 with godown
23	Stall No.23, MB, Kasauli (with Godown)
24	Stall No.24
25	Stall No.25, MB,Kasauli (Reserved for Ex-Serviceman)

26	Stall No.26, MB, Kasauli
27	Stall No.27, MB, Kasauli (Reserved for widow Ex-Serviceman)
28	Stall No.28 with godown
29	Stall No.29 with godown
30	Godown No.33
31	Stall No.34 (Meat Stall)
32	Meat Stall No.35(Meat Stall)
33	Godown No.36
34	Godown No.37
35	Godown No.38, MB,Kasauli
36	Godown No.39, MB, Kasauli
37	Godown No.40
38	Godown No. 41
39	Godown No.42
40	Godown No.43
41	Godown No.2-B
42	Godown No.2-C
43	Stall No.46, MB, Kasauli
44	Stall No.47, MB, Kasauli
45	Stall No.1.New Market, Kasauli
46	Stall No.2,New Market Bazar, Kasauli
47	Stall No.3,New Market Bazar, Kasauli
48	Stall No.4,New Market Bazar, Kasauli
49	Stall No.5,New Market Bazar, Kasauli
50	Stall No.7,New Market Bazar, Kasauli (Reserved for Ex-Serviceman)
51	Kioshak Near HP PWD, Kasauli
52	Kioshak near Mashobra Bridge, Kasauli

No person in any way indebted to the Cantt Board will be entitled to bid at the time of auction. The intending bidders will be required to deposit a sum of Rs.20,000/-only as temporary earnest money in the office of Cantonment Board, Kasauli by 15.09.2020 at 1700 hours. Only the bidder having the Cantt 4-B receipt on account of temporary earnest money deposit will be allowed to participate in auction proceedings. The successful bidder will have to pay the full amount of the bid for one year in advance at the fall of hammer and to deposit security equivalent to 10% and GST @ 18% of the bid in cash. The auction of the stalls etc will be continued for the next day, in case the same is not completed on 16.09.2020. On account of having maximum number of participants, the venue of auction will be changed and intimation in this regard will be given in due course.

The other terms and conditions of the auction may be inquired from this office during working hours and contact on **Tel.No.01792-273029** or log on **www.cbkasauli.org**

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

### TERMS AND CONDITIONS:

1. The occupancy rights will be for a period of **FIVE YEARS** commencing from 01.11.2020 To 30.11.2025.
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.20000/- as temporary earnest money before the commencement of auction. Temporary earnest money would be refunded after the sanction of Board of the auction proceedings.
- 3(a) **During the public auction, all bidders shall have to follow preventive measures such as maintaining social distancing, wearing masks, proper sanitization and all guidelines related to Covid-19 as issued by the Ministry of Home Affairs and Ministry of Health and Family Welfare. The bidder of other state/districts will have to produce the requisite Covid-19 Test/ pass before commencement of auction duly issued by the competent authority.**
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 stall/godown/khokhas etc. of Cantt Board, Kasauli, it is proposed that an amount worked out as per prevailing rates of STR in respect of the stall/godown/khokhas etc 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.
7. 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.
8. On failure of any successful bidder to deposit the bid money, security deposit or GST amount in accordance with condition 6 & 7, 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/godown/khokhas etc. will be given to the next higher bidder, or re-auction at the discretion of the officer supervising the auction.
9. The reservation stalls etc as already given for Ex-serviceman/SC etc. if any, will remain unchanged as the case may be. During the bid they have to produce the requisite certificates.
10. A person/bidder may give bid for a maximum of 02 stalls etc. on his/her name with a condition that the stalls should be adjoining keeping in view of the interest of general public of Kasauli Cantt.
11. 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/Godown/Khokha etc. shall be re-auctioned.



12. The stall/godown/khokha holders shall keep the stall/godown/khokha and its surrounding in a clean and sanitary condition to the satisfaction of Chief Executive Officer, Kasauli. Suitable covered receptacles for garbage will be provided by the stall/godown/khokha holder at his own cost.
13. The stall/godown/khokha 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.
14. The stall/godown/khokha holders 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.
15. The stall/godown/khokha holder will not sublet the stall or any part thereof in any manner to anybody. The stall/godown/khokha 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.
16. The stall/godown/khokha 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/godown/khokha holder will have to pay the lease amount in cash also.
17. In case the lessee surrender the stall before the completion of lease period of five years to Cantt Board in accordance with the clause 16 above, he/she will not be eligible to give bid to the said particular stall in the very next successful auction. He/She may give bid to another stall other than the stall surrendered by him/her to Cantt Board.
18. The Cantonment Board etc. can also terminate the agreement of khokhas, stalls and godowns by giving one month's Notice to the stall/godown/khokha holder without assigning any reason.
19. The stall/godown/khokha 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 condition of the license.
20. The stall/godown/khokha holder shall not use the godown for any other purpose other than for the storage or of the trade he is dealing in. The Chief Executive Officer or any representative authorized by CEO any time inspect the stall/godown/khokha etc. without assigning any reason.
21. The stall/godown/khokha holder shall not carry on the trade of wood, charcoal, kerosene oil, or any other inflammable articles in the stall/godown/khokha. The defaulters shall be liable to pay a penalty of Rs.25,000/-.
22. The holder of mutton stalls will not refuse to sell on demand any particular part of carcass except that he may be called upon to split up a shoulder or leg of animals. The holder of mutton shall slaughter sufficient number of animals to meet the requirement of local public in the slaughter house maintained by the Cantonment Board within the prescribed time and observe such working hours which the Chief Executive Officer may prescribe from time to time. He will not bring or permit any dog or any other animals in the stalls.

23. The holder of mutton stalls shall neither bring any articles or furniture in the stall without previous approval of the Chief Executive Officer nor bring any other articles or material not connected with the trade within the meat market.
24. The holder of mutton stall will seek prior approval of Chief Executive Officer before allowing any one to work for him or employing any servant. Smoking or drinking in mutton stalls is not allowed in any case.
25. 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/godown/khokhas.
26. Ordinary repairs to the stalls/godown etc will be carried out by the Cantonment Board and the holder of stall/godown/khokhas will keep the premises in good condition. Any damages which may be caused to the stalls/godowns/khokhas etc or fittings therein by him 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/godown/khokhas etc. without previous 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/godown/khokhas in his occupation in the same condition in which he received it.
27. The minor repairs of the stall/godown/khokhas etc will be carried out by the holders itself as and when required by intimating the CEO for the same.
28. If the stall/godown/khokhas 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, if so desired and
29. If the stall/godown/khokha holder use the shop/godown/khokha 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 compensation.
30. When the agreement is terminated under clause 29 above and the stall/godown/khokha holder refuse to surrender the possession of the stall/godown/khokha etc. on his occupation, he 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/godown/khokhas in addition to rent.
31. The stall/godown/khokha holder will have to undertake that he will vacate the stall/godown/khokhas etc in his/her occupation on the expiry of the period i.e. on \_\_\_\_\_ 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/godown/khokhas will be liable to pay Rs.1000/- per day for the period of un-authorized occupation in addition to rent.



32. The lease of stalls/godowns etc can be extended by the Board for a particular period, if the stall/godowns etc are given to the existing lessee by private treaty under the provisions of Section 267 of Cantts Act, 2006 or as the case may be.
33. If stalls etc remain closed due to any natural calamities or any epidemic during the lease period, the Board may consider the matter regarding waiving off the lease rent for that particular period.
34. The stall/godown/khokha holder is agreeable to confirm and abide the above conditions as being legally binding on him and accepts that in case of any dispute, decision of the President, Cantonment Board, Kasauli on each matter will be final and binding on him/her.
35. Holders of the stalls/godown/khokha where water connection is provided and 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.
36. Holders of the stalls/godown/khokhas etc will have to inform the trade to be carried out in the stalls/godown/khokhas etc. within 15 days before the execution of agreement.
37. Holders of stalls/godown/khokhas etc. will 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.
38. If any complaints regarding subletting of stalls/godown/khokhas 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/khokhas/godown etc. failing which action to take the possession of the said stall/godown/khokhas etc. will be initiated under the provision of Cantts Act.
39. The lessee/holders of the stall/godown/khokhas etc. will have to submit the detail of legal heirs to the Office of Cantonment Board, Kasauli.
40. In the event of death of lessee/holders of stall/godown/khokha etc. during the period of his/her occupation, the legal heirs of the lessee/holders of stall/godown/khokhas etc. has to clear the lease rent and other dues in respect of the stall/godown/khokha etc.
41. In accordance with the condition 39 & 40 above, the legal heir of the stall/godown/khokha etc. has to apply to Cantt Board for the transfer stall/godown/khokha etc. in his/her name with documentary proof. The stall/godown/khokha etc. will be transferred to the legal heir of the stalls etc. with the approval of the Board. No sub division will be granted in any stall/khokha/godown at any cost.
42. 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 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.

43. 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.
44. If any eatable stalls etc. are found in insanitary/unhygienic condition during the course of sanitary inspection of Cantt stalls etc. to be carried out by the Health Officer as required under the provisions of Cantts Act in two consecutive inspection and three notices in a year, the eatable license of the stalls etc will be cancelled by the CEO forthwith.
45. Any other terms and conditions, if any will be announced before the commencement of public auction.
46. These conditions will become the part of the agreement.

  
CHIEF EXECUTIVE OFFICER, KASALI  
( JIGYASA RAJ )

Copy to:-

1. All CEO :- Dagshai/Subathu/Jutogh/Ambala/Ferozpur/Amritsar/Jalandhar/Delhi/Khashyol/Dalhousie/Bakloh/Jammu.
2. All Elected members,  
Cantt Board, Kasauli :- for information
3. The Secretary Municipal Committee,  
Kalka/Solan/Shimla/Ambala city
4. The Sanitary Inspector,  
Cantt Board, Kasauli :- for wide proclamation in the station.
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  
on 16.09.2020 to 17-9-2020
7. The Computer Programmer,  
Cantt Board, Kasauli :- to display the same on official website.