



“हर काम देश के नाम”

कार्यालय छावनी परिषद दगशई

Office of the Cantonment Board Dagshai

रक्षा मंत्रालय, भारत सरकार

Ministry of Defence, Govt. Of India

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रक्षा सम्पदा संगठन
DEFENCE ESTATES ORGANIZATION

पत्र संख्या / CBD/59/4/ - 546

28 July, 2021

PUBLIC NOTICE

It is hereby notified for the information of general public that right of occupancy of the following Cantt. Fund property will be disposed off by the public auction for a period of three years in the office of the Cantt. Board, Dagshai on 18/08/24 at 2:00 PM hours.

S.No.	Description of properties.	Period for lease
1.	Stall No.12 situated at Charring Cross Dagshai	Three years

TERMS & CONDITIONS

1. The lease will be for a period of three years commencing from the date of possession given to the bidders.
2. Any person in any way indebted to the Cantonment Board shall not be entitled to bid at the auction.
3. All intending bidders will be required to deposit Rs. 1000/- as temporary earnest money before the commencement of auction.
4. Bid will be subject to approval of the Cantonment Board which reserves to itself the right to accept or reject any bid without assigning any reason. The Chief Executive Officer supervising the auction may cancel any bid which is considered low.
5. Full amount of bid for one year together with 10% of the bid as security will have to be paid at the fall of hammer. The bidding amount will be the annual lease rent. The highest bidder will get the possession rights for five years subject to these terms and conditions. The lease rent for next years will have to be deposited within 15 days from the commencement of next year and subsequent year accordingly.
6. On failure of any successful bidder to deposit the bid money or security deposit in accordance with the conditions mentioned in Col.5 above 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 said property will be leased out to the next higher bidder or can be re-auctioned at the discretion of the Chief Executive Officer.
7. The successful bidder shall supply a non-judicial stamp paper of the appropriate value immediately and shall enter into a lease 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 and failure to do so the security deposited shall be forfeited to the Cantt. Fund wholly or in part at the discretion of the Chief Executive Officer and the same shall be re-auctioned.
8. The stall holder shall keep the stall and its surrounding in a Clean and sanitary condition to the satisfaction of Chief Executive Officer, Dagshai. Suitable covered receptacles for garbage will be provided by the stall holder at his own cost.
9. 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.

10. The stall holder will 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.
11. The Cantonment Board can also terminate the agreement of stall by giving one month's notice to the stall holder without assigning any reason.
12. 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 Cantonments Act, 2006 on payment of usual license fee and shall also pay the professional tax and shall duly observed the condition of the license.
13. Holder of stall 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.
14. If any complaints regarding subletting of stall is/are etc. received in the office of Cantt Board, Dagshai, 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 initiated under the provision of Cantts Act.
15. The lessee/holder, of the stall will have to submit the detail of legal heirs to the Office of Cantonment Board, Dagshai.
16. In the event of death of lessee/holder of stall during the period of his/her occupation, the legal heirs of the lessee/holder of stall has to clear the lease rent and other dues in respect of the stall
17. In accordance with the condition 15 & 16 above, the legal heir of the stall has to apply to Cantt Board for the transfer in his/her name with documentary proof. The stall will be transferred to the legal heir of the stall etc. with the approval of the Board. No sub division will be granted in any stall at any cost.
18. If stall is found in insanitary/unhygienic condition during the course of sanitary inspection of Cantt stall 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 stall etc will be cancelled by the CEO forthwith.
19. 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.
20. The Stall 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 etc. without assigning any reason.
21. 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 Stall.
22. Ordinary repairs to the Stall etc 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 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 etc. without previous written permission from the Chief Executive Officer, Cantonment Board, Dagshai and at the expiry of the occupation period the stall holder shall hand over the Stall in his occupation in the same condition in which he received it.
23. The minor repairs of the Stall etc will be carried out by the holders itself as and when required by intimating the CEO for the same.
24. 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, is so desired and

- 5.(a) 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 compensation.
- (b) When the agreement is terminated under clause (a) above and the Stall holder refuse to surrender the possession of the Stall 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 in addition to rent.
26. The Stall holder will have to undertake that he will vacate the Stall etc in his/her occupation on the expiry of the period 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 is agreeable to confirm and ibid the above conditions as being legally binding on him and accepts that in case of any dispute, decision of the President, Cantonment Board, Dagshai on each matter will be final and binding on him/her.
28. Holders of the Stall where water meters are stall 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 etc. within 15 days before the execution of agreement.
30. These conditions will be part & parcel of agreement. Any other condition which is relevant for lease will also stand part and parcel of agreement.
31. GST @ 18% will be charged extra on bid amount.
32. Any other terms and conditions if any will be announced before the commencement of public auction.


CHIEF EXECUTIVE OFFICER, DAGSHAI
(JIGYASA RAJ)

Copy to:-

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| 1. | All Notice Boards,
Including Cantt. Board Office Notice Board. | |
| 2. | All CEOs :-
Kasauli/Subathu/Jutogh | |
| 3. | The Sanitary Inspector,
Cantt. Board, Dagshai | : for wide proclamation in the station. |
| 4. | The Secretary Municipal Committee,
Kalka/ Solan/ Shimla. | |
| 5. | The SHO, Police Station, Dharampur | : you are requested to provide
adequate police staff during the
auction on <u>18/08/2021</u> at 2.00 pm |
| 6. | The Computer Programmer,
Cantt. Board, Dagshai/Kasauli | : for necessary action. |