

दस्ती

दूरभाष: 0171-2642026  
फैक्स : 0171-2600758

कमांक:एसीबी/टी.एस./नीलामी/21/1116  
कार्यालय छावनी परिषद,  
229, रेस कोर्स रोड,  
अम्बाला छावनी।  
। हरियाणा । - 133001

दिनांक: 25 जून, 2021.

सेवा में ,

मै0 जे0 एण्ड के0 एसोसियेट,  
अम्बाला ।

विषय :- नीलामी सूचना

निवेदन है कि निम्न नीलामी सूचना विज्ञापन आप दैनिक समाचार पत्र अम्बाला संस्करण मे दिनांक.....से पूर्व न्युन्तम स्थान में डी ए वी पी द्वारा निर्धारित दर पर प्रकाशित की गई दो समाचार प्रतियो के साथ इस कार्यालय का भिजावने का श्रम करें ।

1. दैनिक भास्कर  
अम्बाला छावनी
2. हिंदुस्तान टाइम्स ,  
अम्बाला छावनी।

छावनी परिषद,अम्बाला  
नीलामी सूचना

आठ दुकानें जिनका न0 01 से 08 जिनका साइज़ 10' x 14' है जो कि चर्च रोड पर इन्कैम टैक्स ऑफिस के सामने, अम्बाला छावनी में स्थित है, की नीलामी पांच वर्षों के लिए मासिक लाईसेंस फीस के आधार पर दिनांक 20.07.2021 समय 10.30 बजे छावनी परिषद, कार्यालय में होगी जिसकी शर्तें छावनी बोर्ड पर लगे सूचना पठ एवं छावनी परिषद,अम्बाला की website ambala.cantt.gov.in. पर देखी जा सकती है ।

हस्ता:

मुख्य अधिशासी अधिकारी,  
छावनी परिषद,अम्बाला छावनी।  
। अनुज गोयल ।

मुख्य अधिशासी अधिकारी,  
छावनी परिषद,अम्बाला छावनी।  
। अनुज गोयल ।


## TERMS AND CONDITIONS FOR AUCTION OF SHOPS

1. The occupancy rights will be for a period of **FIVE YEARS** commencing from the date specified in agreement. The Auction for Five Shops No. 01 to 08, Church Road, opp. Income Tax Office, Ambala Cantt on 20.07.2021 at 1030 hours in the office of Cantonment Board Ambala on licence fee basis.
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.20,000/- as temporary earnest money before the commencement of auction.
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.
5. During the course of auction of the shop of Cantt Board, Ambala , it is proposed that an amount of Rs.6000/- per month only per shop will be fixed as reserve price to start the bid. GST will have to be paid on the highest bid.
6. Ten month licence fee will be deposited by the highest bidder in cash as security amount immediately after the closing of the bid. No interest will be paid on this amount, this amount will be refunded when he gives the vacant possession to the board.
7. After approval of the Board, the bidder will have to sign the Contract with board on stamp paper of Rs.100 / - within 07 days.
8. (a) 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 shop will be given to the next higher bidder, or re-auction at the discretion of the Board.  
  
(b) The advance license fee of each month has to be deposited in the Cantonment Board office by the 10th of the month.
9. If the lessee fails to deposit the lease rent of his/her shop 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 shop 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.

10. The Shop holder shall keep the shop and its surrounding in a clean and sanitary condition to the satisfaction of Chief Executive Officer, Ambala . Suitable covered segregated receptacles for garbage will be provided by the shop holder at his own cost.
11. The Shop holder or his relations or servants shall not use the shop for residential purpose or cook therein at any time. Cooking is only permitted in case of shop in which license for refreshment has been allowed by the Board.
12. The Shop holder shall not close the shop 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.
13. The Shop holder shall not sublet the shop or any part thereof in any manner to anybody. The shop holder shall handover the vacant possession of the shop in good condition peaceably to the CEO or any official deputed by him for the purpose. The subletting or passing on the shop or any part thereof by the shop holder will not be permitted in any case.
14. The shop holder may surrender the shop to the Chief Executive Officer at any time by giving three month clear notice in writing. In lieu of Notice the shop holder will have to pay the licence amount in cash.
15. In case the shop holder surrender the shop before the completion of lease period of five years to Cantt Board in accordance with the clause 13 above, he/she will not be eligible to give bid to the said particular shop till the very next successful auction. He/She may give bid to another shop other than the shop surrendered by him/her to Cantt Board.
16. The Shop holder will have to submit "No dues certificate" in respect of his/her shop etc from UHBVN on account of electricity charges before handing over the same to this office.
17. The Cantonment Board can also terminate the agreement of shop by giving one month's Notice to the shop holder without assigning any reason.
18. The shop 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.
19. The Shop holder shall not use the shop 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 shop without assigning any reason.
20. The shop holder shall not carry on the trade of kerosene oil, liquor, slaughter of any animal or meat items etc. or any other inflammable articles in the shop. The defaulters shall be liable to pay a penalty of 25% of the annual bid amount.

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 shops.
22. Ordinary repairs to the shop will be carried out by the Cantonment Board and the holder of shop will keep the premises in good condition. Any damages which may be caused to the shop 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 himself. No structural alteration will be made by the holder of shop without prior written permission from the Chief Executive Officer, Cantonment Board, Ambala and at the expiry of the occupation period the shop holder shall hand over the shop in his occupation in the proper condition, duly verified by the rep. of this office.
23. The minor repairs of the shop will be carried out by the holders itself as and when required by intimating the CEO for the same.
24. If the lessee 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.
25. If the lessee use the shop 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.
26. When the agreement is terminated and the lessee refuse to surrender the possession of the shop 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.500/- per day for the period of un-authorized occupation of the shop in addition to licence fee.
27. The lessee shall have to undertake that he will vacate the shop 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 lessee will be liable to pay Rs.500/- per day for the period of un-authorized occupation in addition to licence fee.
28. The shop 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, Ambala on each matter will be final and binding on him/her.
29. The lessee of the shop 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.
30. The lessee of the shop will have to inform the trade to be carried out in the shop within 15 days on receipt of consent letter of Cantt Board.

31. The lessee of shops 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.
32. If any complaints regarding subletting of shop etc. is/are received in the office of Cantt Board, Ambala, the CEO will issue notice to the lessee who will have to prove his/her side with documentary proof that he/she has not sublet the respective shop, failing which action to take the possession of the said shop will be taken as per agreement.
33. The lessee of the shop shall have to submit the detail of legal heirs to the Office of Cantonment Board, Ambala.
34. In the event of death of lessee/holder of shop during the period of his/her occupation, the legal heirs of the lessee/holders of shop has to clear the licence fee and other dues in respect of the shop.
35. In accordance with the condition 27 & 28 above, the legal heir of the lessee/holder has to apply to Cantt Board for the transfer of shop for the remaining period in his/her name with documentary proof. The shop will be transferred to the legal heir of the lessee/holder with the approval of the Board. No sub division will be granted in any shop.
36. If any eatable shops are found in insanitary/unhygienic condition during the course of sanitary inspection of Cantt shops etc. to be carried out by the Sanitary Inspector, the shop is liable to be closed by the order of CEO without any requirement of notice.
37. If more than one challan on any account is issued by the CEO in one month, the shop will be closed by the CEO forthwith at lessee's risk and cost.
38. These conditions will become the part of the agreement.

  
Chief Executive Officer,  
Cantt. Board, Ambala  
( Anuj Goel )

Dated :- 25.06.2021

Copy to : All Notice Board