


**KIRKEE CANTONMENT BOARD  
PUBLIC AUCTION NOTICE**

Notice is hereby given for disposal of Occupancy rights of stalls /shops of Kirkee Cantonment Board as under on as-is-where-is basis for a period not exceeding five (5) years by public auction on **18<sup>th</sup> March 2021 at 1100 Hrs** in the Office of the Cantonment Board, Kirkee under section 267(1) of Cantonment Act, 2006. The period of lease of occupancy rights will be for a period not exceeding Five (5) years from the date of physical handing/taking over by Kirkee Cantonment Board.

The interested bidders shall furnish demand draft of **Rs. 20,000/-** payable to the Chief Executive Officer, Kirkee as Earnest Money Deposit before taking part in the auction. EMD of the successful bidder shall be retained by the Cantonment Board towards security deposit. The detailed terms & conditions are displayed on the website [www.kirkee.cantt.gov.in](http://www.kirkee.cantt.gov.in) and Notice Board in the Office of Cantonment Board Kirkee and also on respective Notice Board of wards.

Sr No.	Shop/Stall No.	Category	Location	Area
1	8	Mutton	Rangehills Market	100 sq.ft.
2	9	Mutton	Rangehills Market	100 sq.ft.
3	42	General	Rangehills Market	139.02 sq.ft.
4	Sy. No.134	General	Sy. No. 134 Shopping Complex Hall on 1 <sup>st</sup> floor Kirkee Bazar Near Shri Ram Mangal Karyalaya	3945 sq.ft.

The Chief Executive Officer, Cantonment Board reserves the right to accept or reject all or any of bids offered without assigning any reason. The terms & conditions may be seen in the Cantonment Board office on any working day.

  
**CHIEF EXECUTIVE OFFICER  
KIRKEE CANTONMENT BOARD  
(PRAMOD KUMAR SINGH)**

No.4/9/RH/Market/P- 04  
Office of the Cantonment Board  
Kirkee Pune 411003  
Date: 05 March, 2021

**TERMS & CONDITIONS FOR PUBLIC AUCTION OF SHOPS/PREMISES**  
**AT RANGEHILLS MARKET AND SY NO 134, KIRKEE ON LICENSE**  
**BASIS FOR 5 YEARS**

1. Public Auction will be held on **18/03/2021** at **1100 hrs** in the Office of the Cantonment Board, Kirkee for letting out four shops at premises of Range Hills Market and Sy no.134 Shopping complex, Kirkee on **as-is-where-is** basis.
2. The period of Occupancy rights will be for 5 years only and the License Fee for the Shops / Premises will be enhanced by 10% every year.
3. The bidder participating in the Public Auction shall deposit a sum of **Rs. 20,000/-** as **Earnest Money Deposit (EMD)** in the form of Demand Draft drawn in favor of Chief Executive Officer, Kirkee on any Nationalized Bank. The Earnest Money Deposit furnished by the Successful bidder will be adjusted towards the Security Deposit after approval/confirmation of the auction proceedings by the Board. No interest on the Security Deposit shall be payable. The Earnest Money Deposit furnished by the unsuccessful bidder will be refunded after completing the auction proceedings.
4. The Offers are to be made for monthly License fee of the shops exclusive of taxes / charges / fees payable to State or Central Govt. under any law or rule. All the taxes / charges / fees levied by State and Central Govt. including GST, TDS on income tax etc. shall be deposited by the Successful bidder / Licensee in addition to the License fee. On approval of auction proceedings by the Board, the Successful bidder shall immediately deposit an amount equivalent to 06 months Licence Fee as Security Deposit and also an amount equivalent to 12 months Licence Fee shall be paid in advance towards Licence Fee for first year within 15 days of communication to the Licensee. The successful bidder shall execute an agreement on proper value of stamp paper with in a period of seven days thereafter. **In the event of failure to comply with any of these conditions Earnest money deposit shall be liable to be forfeited. The security deposit shall remain with the Licensor throughout the period of occupancy by the licensee.**
5. The use of premises shall be made only for shops or such other purpose as the Chief Executive Officer may approve. It shall not be used as a workshop / industries or any other allied trade. The licensee shall not carry out any profession other than that permitted by Chief Executive Officer. The bidder will be required to disclose the trade in his undertaking and no change will be allowed without prior approval of the Chief Executive Officer. Prior permission of CEO / Board is necessary if the Licensee desires to change his Trade in the premises. The Licensee shall obtain the necessary License as required under the Cantonment Act, Shops and establishment Act or any other Act or Rules applicable to his trade from time to time.

6. After completing one year Licence period, the Licensee is required to pay Monthly License Fee in advance by 10<sup>th</sup> of each month. The Licensee shall pay all the taxes/ charges/ fees etc. payable to State or Central govt. under any rule or law as applicable from time to time in addition to the Monthly License Fees.
7. Failure to pay the Monthly License Fee for the premises before 10<sup>th</sup> of every month shall attract 1% fine on Monthly License Fee / fees for each delayed month and if the same is not paid for three consecutive months, the License of shop will be withdrawn immediately and the premises shall be sealed / taken over by the office without any further correspondence and the outstanding dues will be recovered from the Security Deposit submitted by the the Licensee. Outstanding dues, if any, shall be recovered under the provision of section 324 of Cantonment Act 2006 by referring the case to the appropriate Judicial authority. In the event of Board sealing or taking over possession of shop / premises, no compensation is payable by the Board for any loss or damages to the goods kept inside.
8. The licensee will not be allowed to sublet, mortgage, assign or transfer in any manner whatsoever, the premises during the whole or part of the said License term without the consent of the Chief Executive Officer. The Licensee shall surrender the premises allotted to him if in case the Licensee is unable to run the business in premises. In such a case, the Security Deposit submitted by the Licensee shall be forfeited by giving due notice.
9. The Lessee will have no right or interest to take shelter under the Bombay Rents, Hostel and Lodging House Rates Control Act , 1947 ( Bombay Act LXXVI of 1947) / State Government Rent Control Act , Transfer of property Act. 1882 (as amended from time to time) or any other law during or after the expiry of the License period.
10. The Licensee shall not make any additions or alterations to the original structure of shop allotted to him without the consent in writing of the Chief Executive Officer. Licensor will also give NOC for the licensee to get a single phase electric connection from the electricity supply agency on request. The Licensee may carry out the internal wooden fittings fixtures or decoration of his choice without affecting the structural stability of the buildings. Internal maintenance of the licensed premises is the responsibility of the licensee at his own risk and cost.
11. After the expiry of the license period, the licensee shall hand over the vacant possession of the premises peacefully to the licensor. On his failure to do the same, he shall be liable to pay damages as assessed by the Chief Executive Officer, Kirkee Cantonment Board. At the time of taking over the possession of premises /shops, the Board / Licensor will not consider any financial claim of the licensee towards additional interior works carried out by the licensee or any other expenditure incurred by the internal maintenance of the shop/ premises. In the event of the licensee failing to vacate and hand over the peaceful possession of the shop or office/ premises as required above, he is liable to be evicted from the shop or office/ premises against seven days' notice served upon him and all the

consequences and expenses resulting thereof will devolve on the Licensee. The licensor will have unquestioned rights to claim and realize from the licensee any additional amount considered adequate and reasonable in his own discretion by way of damage and loss caused to the licensor by the licensee due to failure to vacate and hand over peaceful possession of the shop or office/ premises in time or due to improper maintenance of the premises by the licensee.

12. Ownership of the premises will remain with the licensor, i.e; the Kirkee Cantonment Board.
13. The licensee shall display his sign board only on the space provided for by the licensor. Abnormal or any other form of unauthorized display of the sign board is strictly prohibited. In the event of any dispute in this regard, the decision of the Chief Executive Officer shall be final and binding. Chief Executive Officer may remove and confiscate any display board kept without his approval.
14. The bidder shall clear all his pending dues to the Board before taking part in Public Auction.
15. The Licensee shall not use the steps/ pavement/verandha/ lobby in front of the shop except for the purpose of ingress to and egress from the shop nor shall encroach upon public land for the purpose of storage or sale of goods , articles etc. If any articles are kept outside the allotted space the same may be confiscated by the Board.
16. The premises of the Shop shall be kept clean and tidy at all time and the CEO shall be at liberty to impose any penalty in case of any unhygienic conditions left behind by the Licensee. In case of repeated lapses, the possession of the shop will be taken back and the License shall be terminated. The CEO or staff of KCB authorized by him shall have the authority to inspect the premises at any time. The licensor shall place a Dustbin / receptacle for collecting waste generated by his trade/business and shall deposit the said waste at the place designated by the Chief Executive Officer for the purpose.
17. The Licensor has the right to construct additional floors/shops on the shopping complex for which the licensee will neither obstruct nor shall put any claims.
18. In the event of Licensee surrendering the license during the period of license, he shall give prior three months' notice to the Chief Executive Officer, failing which the Security Deposit submitted by the licensee shall be forfeited by the Chief Executive Officer.
19. The auction conditions/ notice will also form part and parcel of the conditions of the agreement. The CEO/Board reserves right either to accept or reject the offer without assigning any reason.

20. The License shall be terminated by the Licensor for the breach of any of the aforesaid terms and the Security Deposit will be forfeited at the discretion of the Chief Executive Officer. The Chief Executive Officer may, in his discretion, impose any penalty as deemed appropriate by him for breach or violation of any conditions specified herein and the licensee shall pay the same forthwith, otherwise the Chief Executive Officer may forfeit the security deposit and seal the premises in addition to taking any other legal action. The licensor, in public interest and for efficient management of the property and premises may impose any other conditions as he deems fit and the same shall be complied by the Licensee.

**CHIEF EXECUTIVE OFFICER  
KIRKEE CANTONMENT BOARD  
(PRAMOD KUMAR SINGH)**

### **UNDERTAKING**

I/we hereby undertake to abide by the conditions laid down for license/occupancy rights for shop No.\_\_\_\_\_ at \_\_\_\_\_. I/we have inspected the premises and fully studied the terms and conditions of auction published in this regard before submitting our bid. I/we shall be carrying out the trade/ business of

\_\_\_\_\_ in case my/our bid is accepted.

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**Signature of Bidder  
March, 2021, Kirkee**

**Name and address of the bidder:**

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