



Office of the Cantonment Board Cannanore

Ministry of Defence, Government of India
HQ Hospital PO, Kannur Dt, Kerala Pin: 670017

Tel: 0497-2731086
Fax: 0497-2731086

Email: ceocann-stats@nic.in
Web: www.cannanore.cantt.gov.in



No. 2675/E-AUCTION/2023

06-05-2023

PUBLIC NOTICE

Public is hereby informed that Cannanore Cantonment Board is conducting re e-auction for allotment of 08 Shops located in Cantonment Bus Stand and Shopping Complex near to the District Hospital, Kannur. The auction is conducting as e-auction through <https://eauction.gov.in/eAuction/app>, one shop auction in one day basis. Brief schedule of the auction is given below. Auction fee Rs. 100, EMD has to be paid as echhawani challan and terms and conditions other documents are required to be uploaded in auction portal before the closing date. More details of e-auction is available on www.cannanore.cantt.gov.in and had from Cantonment office during office hours.

Shop No	EMD in Rs.	Bid starting price in Rs.	Documents Submission Close Date	Approval Start Date	Approval End time	Auction Start Date	Auction Close Date
CSC No.01	25,000	35575	27-05-2023 2.00pm	27-05-2023 2.30pm	27-05-2023 5.00 pm	29-05-2023 11.00am	29-05-2023 1.00pm
CSC No.03	25,000	27075	29-5-2023 2.00pm	29-5-2023 2.30pm	29-05-2023 5.00 pm	30-05-2023 11.00am	30-05-2023 1.00pm
CSC No.04	25,000	22075	30-05-2023 2.00pm	30-05-2023 2.30pm	30-05-2023 5.00 pm	31-05-2023 11.00am	31-05-2023 1.00pm
CSC No.09	25,000	22075	31-05-2023 2.00pm	31-05-2023 2.30pm	31-05-2023 5.00 pm	01-06-2023 11.00am	01-06-2023 1.00pm
CSC No.11	25,000	19825	01-06-2023 2.00pm	01-06-2023 2.30pm	01-06-2023 5.00 pm	02-06-2023 11.00am	02-06-2023 1.00pm
CSC No.12	25,000	19825	02-06-2023 2.00pm	02-06-2023 2.30pm	02-06-2023 5.00 pm	03-06-2023 11.00am	03-06-2023 1.00pm
CSC No.17	25,000	11575	03-06-2023 2.00pm	03-06-2023 2.30pm	03-06-2023 5.00 pm	05-06-2023 11.00am	05-06-2023 1.00pm
CSC No.26	25,000	35575	05-06-2023 2.00pm	05-06-2023 2.30pm	05-06-2023 5.00 pm	06-06-2023 11.00am	06-06-2023 1.00pm

Chief Executive Officer,
Cannanore Cantonment Board
(Madhavi Bhargava)

TERMS AND CONDITION OF SHOP AUCTIONS

1. Cannanore Cantonment Board invites firms of interested Indian nationals of age not less than 18 years having non-adverse character / antecedents for granting of possession of license of 8 shops in the shopping complex along district hospital and 1 shops in the bus stand stall.
2. Entry fee for auction is Rs. 100/- (non-refundable) for each participant. Govt .Employees including Employees of Cannanore Cantonment Board and members of Cannanore Cantonment Board or his / her family members are not allowed to participate in the auction. If disclosed on later stage, action will be taken for cancellation of occupancy rights.
3. Bidders will bid for a particular shop premises. In addition to the monthly rent bid, bidder will be required to pay water charges based on the Kerala State Govt. water rates subject to its variation that may be fixed by the Cantonment Board, Cannanore from time to time. Bidding should be in multiples of Rs. 500/- or more than that up to the 50% of the initial bid amount.
4. Bidders should deposit a lump sum of Rs. 25000/- (twenty five thousand only) (refundable) as Earnest Money in the form of Demand Draft of any Nationalized Bank in favour of Chief Executive Officer, Cantonment Board, Cannanore. However, earnest money of the successful bidder will be forfeited to the Cannanore Cantonment Board if he fails to maintain other obligation of auction within the period stipulated from time to time after issue of acceptance notice.
5. Bidders should fill a application form giving their address (permanent and present) in full with their father's name / husband's/wife's name. The bidder has to produce documents in support of his address and ID proof ie. address proof with photograph. The Participant has to sign and upload declaration regarding auction.
6. Bidders has to submit police verification certificate stating that no criminal case is pending against them.
7. Acceptance or rejection of any offer rests with the Cannanore Cantonment Board, who reserves the right to accept or reject any offer without assigning any reason whatsoever.
8. The successful bidder will during the continuance of the terms granted, pay the said monthly license fee within 10 days of each month. The licensee will abide by the Cantonment Act 2006.
9. HE/SHE will during the said term keep the interior of the premises in good, clean and sanitary condition to the satisfaction of the Cannanore Cantonment Board.
10. The licensee will not without the previous consent in writing of the Cannanore Cantonment Board make any alteration or addition to the premises. Only temporary structure can be made on the allotted shop upon informing the Board.
11. The licensee will not at any time during the term carry on or be permitted to carry on or committed on the said premises or any part thereof any offensive, noisy or dangerous trade, business manufacture or occupation or use the same or allow the same to be used for any illegal or immoral purposes but will use the same solely for the purpose of carrying the business as stated in the agreement to be executed between the Cannanore Cantonment Board and the successful bidder of a particular Shop. The said premises should not be used for residential purposes or for keeping pet animals, sale of liquor or explosives, etc.
12. The licensee will not do anything, which is likely to hurt religious sensitivities of any person residing in the same local area.

13. The licensee will not use or permit the said premises or any part thereof to be used as a site or centre for public or political meetings or gatherings.
14. And will from time to time and at all times submit for inspection as per the Cantonment Act 2006 all articles and stores in the said shop when required by the Cannanore Cantonment Board and stop sale forthwith of any articles not approved by the Cannanore Cantonment Board and remove the same from the premises.
15. The licensee shall pay the damages caused in the premises during the licensing period. The decision of the Cannanore Cantonment Board as to the amount of damage shall be final.
16. Licensee will permit the authority as decided in the Cantonment Act 2006 at all reasonable times to enter into or upon the premises and to examine the state of the condition thereof.
17. And will not without the previous permission from the Cannanore Cantonment Board sublet or part with the possession of the premises or any portion thereof.
18. And will at the expiry of this license period remove all the goods, articles, furniture and fittings belonging to and put up by the licensee in the premises and quietly hand over the premises in such good and complete repair or in such state and condition as the same was at the time of occupying the building..
19. And will hold the licensor saved, defended and kept harmless and indemnified from and against all claims and demands on the part of the licensee, his servants, and against other persons allowed by him to enter the premises for death, injury or damage to persons or property caused by or due to any fire or to explosion etc or caused by or due to any other cause whatsoever.
20. If the tenant suffers any loss or damage due to any reason whatsoever, he will have no claim against the Cannanore Cantonment Board for compensation or for reduction of license fee amount or otherwise.
21. Licensee will be bound by and will observe and perform all rules and regulations framed by or on behalf of the Cannanore Cantonment Board or by the Public Health Authorities for the carrying on the regulations of business which now exist or which may be framed in future.
22. Licensee will promptly obey and carry out such instructions as may be issued from time to time by the Cannanore Cantonment Board to ensure the safety and welfare of the persons visiting the said premises..
23. If at any time one or more of the said monthly rents or other sums payable by the licensee remain unpaid for 07 days after the dates of whereon they are payable as aforesaid whether legally demanded or not or in the opinion of the Cannanore Cantonment Board (Which shall be final and binding on both the parties) the license has committed any breach of any of the clause or licensee being adjudged insolvent then and in any such case it shall be lawful for the Cannanore Cantonment Board to terminate the licensee at the cost and risk of the licensee after giving 7 days of notice in writing.
24. Notwithstanding anything herein contained it shall be lawful for the Cannanore Cantonment Board at any time or times during the said term to terminate the license by giving 48 hours previous notice in writing to the licensee if the said premises or any part thereof are required for Cannanore Cantonment Board and immediately after the expiration of the said 48 hours the Cannanore Cantonment Board will be entitled to re-enter, possess and enjoy the said premises and the licensee should not be entitled to any compensation in respect of such termination.
25. Notwithstanding anything hereinbefore contained it shall be lawful for the Cannanore Cantonment Board to terminate this license by 7 days notice in writing in the event of the death

of the licensee or in the event of the behaviour of the licensee or any of his servants or agents being unsatisfactory as to which the decision of the Cannanore Cantonment Board shall be final and on expiry of the said 7 days the Chief Executive Officer or any member authorised by Cannanore Cantonment Board will be entitled forcibly to re-enter possess and enjoy the said premises without being liable to action or trespass or otherwise whatsoever and the licensee shall not be entitled to any compensation.

26. If the licensee desires to surrender the shop before expiry of the licence period, he/she has to give 1 month of clear notice in writing after making payment of the relevant month.
27. A security for due and punctual performance of the obligation, the highest bidder has to deposit a sum equivalent to 6 months of first year within 15 days from the date of receipt of offer letter and in the event of observing the term and conditions and obligations to the Cannanore Cantonment Board the same will be refunded to the licensee after completion of license period.
28. It is the liability of the licensee to pay the electricity charges, trading fees, taxes and charges in respect of the said premises of the business carried on within the Cantonment premises under any law, rule, notification or order as imposed by Central Govt. for the time being in force.
29. The licensee has to execute an agreement with the Cannanore Cantonment Board in support of deal in the standard form and will pay all costs and expenses in connection with the drawing up, stamping, execution and registration of the agreement. Registration of the agreement should be completed within one month from the date of issue of acceptance letter / offer of license.
30. The original license deed after registration will remain with the Cannanore Cantonment Board.
31. The shop will be handed over to the licensee in as it is condition after completion of all formalities.
32. No electricity or water connection will be provided by the Cannanore Cantonment Board at its cost to individual shops / stalls
33. No bid will be considered which does not comply with the above instructions.
34. Auction will start from 8-12-2022 against each shop as per schedule as e-auction.
35. Interest will be charged for belated payment of license fee as per rate fixed by the Cannanore Cantonment Board.
36. The licence fee will increase 10% from yearly basis or as decided by the Board.
37. The licensee shall keep at all times the said term of lease the said premises in good and tenantable state of repairs by paying monthly license fee.
38. The carpet area of the shop will only be used for the notified business by the licensee for which he/she has taken trade license. No business shall not extend on the pavement in front of the shop nor shall the licensee cause hindrance to the neighbouring lessees.
39. The licensee is responsible for the good maintenance of the pavement/premises in front of the shop and under no circumstances the lessee shall encroach up on it for means of any business or storage of goods of any kind.
40. The lessor / licensor has the right to construct first or additional stories for which the lessee will neither obstruct nor shall put any claims.
41. The licensee will have no right or interest to take shelter under the Kerala Rent Control Act / Transfer of Property Act, 1882 (Amendments to the Acts therein and from time to time) or any other law as such after the expiry of 5 years of license period as per the Agreement and shall be evicted summarily under the Public Premises (Eviction of unauthorized occupants) Act, 1971.

42. The amount deposited as security deposit by the successful bidder shall be refunded without any interest by the Board after completion of term of license and complete – intact handing over of the shop by the licensee to the Cantonment Board.
43. The term of license shall be for a period of 5 years, subject to the enhancement of the licence fee Yearly 10% or as decided by the Board.
44. The licensee shall be bound to pay all the taxes including GST, Income Tax and any other tax as fixed and amended by Government from time to time. This will be in addition to the license fee quoted by each licensee which is approved by the Board.
45. The entire shop so constructed on the land shall remain property of the Cantonment Board, Cannanore.
46. The licensee shall make his own arrangements for the provision of Water supply and Electricity to the premises with the prior Approval of the lessor.
47. The licensee shall bear the costs as may be incurred in the execution of this agreement.
48. The licensee shall not put in possession to any other person/party/entity under the grab of partnership / proprietorship / franchise etc. If detected the license issued in the name of the licensee stands cancelled the security amount shall stand forfeited and the Board shall take over possession of the shop immediately.
49. If any licensee wishes to handover the shop prior to tenure of license period, he shall have to pay an amount equal to two months license fee to the Board on surrender of the shop.
50. The Board shall have sole right to terminate the license any time after giving one month's notice in writing to the licensee, the licensee have no claim/or right whatsoever in this regard.
51. The licensee shall comply with all prevailing labour laws/municipal laws, shop and commercial laws and statutory requirements of other Central / State Government Organizations. In case, on non-adherence of the any laws / regulations of the statutory bodies, the licensee will be fully responsible for the consequences arising out of non adherence by the licensee. The board in no way will be responsible for the same.
52. The licensee will comply with all Acts/Laws as Food Adulteration Act etc. and other statutory regulations applicable or may become applicable from time to time. The licensee shall be liable for compliance of all acts/ Laws and the Board shall have no liability in this regard, whatsoever.
53. The licensee shall take all precautions and safety measures of its stocks, personnel / equipments/tools/utensils etc and the Board will not in any way be responsible for any disability/injury/loss caused to any staff during discharge of their duties of damages/loss of stock & tools/ equipments etc.
54. The licensee must have valid license from the concerned/ competent/ authorities for preparation and service required under any local law and shall comply with all norms and guidelines of the statutory authorities in this regard. The licensee shall be sole responsible for any consequence arising out due to non compliance of any guidelines of the concerned statutory authority and the Board shall be in no way responsible for the same.
55. The consumption & sale of alcoholic drinks, any type of drugs, tobacco / Gutka and smoking shall be strictly prohibited in the premises. The licensee shall not indulge himself in sale or consumption or use of these prohibited products.
56. No structural change in existing form of shops shall be allowed. However, if the licensee wants to carry out any interior / decorative work without affecting the change in its structural or

existing position, the same can be done by him at his own costs after seeking prior written permission and time to time inspection of the Board in this regard.

57. The CEO herself/himself or may depute any official authorized by her/him in writing for inspection of the shop and if any irregularity and breach of terms are detected the action may be taken accordingly for cancelling the allotment of the license.
58. The result of current auction is subject to the final judgement in WPC 12722/2019 of Hon'ble high court of Kerala.
59. On expiry of the terms or termination of license, the shop shall be immediately taken over by the Cantonment Board and the security amount shall be refunded by the Board to the licensee without any interest subject to deductions of any dues of Cantonment Board / Electricity bills, water charges etc. if any recovery of damages if any.
60. In case any breach of terms & condition the Cantonment Board shall have exclusive right to terminate the license & take over possession of the shop allotted & the decision of the President, Cantonment Board, Cannanore shall be final and binding on the parties in this regard.
61. On occurrence of any difference or dispute in regard to interpretation of these term the decision of President, Cantonment Board, Cannanore shall be final in this regard.
62. Licensee would not use the area, more than allotted to him/her in the agreement.
63. Licensee will be bound to obtain trade licence under section 277 of Cantonment Act, 2006.



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APPLICATION FORM FOR PUBLIC AUCTION

Name	:
Age	:
Sex	:
Permanent Address	:
Phone No.	:
Present Address	:
Address Proof	:
Identity Proof	:
EMD details	:

Photographs

I hereby declare that above information is correct and I have read and understand the terms and conditions of the public auction.

Date :

Signature

Declaration Certificate

I _____
participant in the Auction being held this day, the _____ 2023 in Cannanore
Cantonment Board office for the disposal of license of shops in the Bus stand stall
and shopping complex, hereby declare that : -

1. I will abide by the Cantonment Act 2006.
2. I am fully aware of the terms and conditions of the auction.
3. I will abide by the said terms and conditions and also any other conditions as may be imposed by the Board in this respect.
4. I am aware that an individual is entitled to only one shop and I will withdraw from further auction if I am successful in bid for any one shop.
5. I am aware that the tenure of license will start from June 2023 or whenever the shop is legally handed over, whichever may be later.
6. If I become a successful bidder in the auction, I agree to pay the agreed amount of deposit, within the time as may be fixed by the Board and if I fail to do so the Board is at liberty to forfeit the earnest money paid by me earlier in this respect at any risk and cost.
7. I will comply to any other condition formulated by Cannanore Cantonment Board at any point of time in this subject matter.
8. I hereby declare that I have cleared all dues to Cannanore Cantonment Board.

All documents submitted and facts stated are true to the best of my knowledge and belief. It proven otherwise, the Board has every right to reject my application.

Signature :

Address :

Place : Kannur

Date :