

JAMMU & KASHMIR HOUSING BOARD

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Jammu Office
A/D Block, Green Belt Park,
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Srinagar Office
Habitat Centre Bemina Bye Pass
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e-Auction of Housing Board Commercial sites

J&K Housing Board invites bidders for **e-auction of Commercial Sites** on lease basis on 'as is where is basis' for a period of 20 years.

For brochures visit <https://jkhousingboard.jk.gov.in>

The Bid for allotment shall be entertained only through

<https://jkhm.auctiontiger.net>

Start date & time : 28th December, 2023, 10:00 AM

Closing date & time : 11st January, 2024, 06:00 PM

DETAIL OF COMMERCIAL SITES

S.No	Location	Commercial space.	Area in sft	Minimum Reserved Bid in Rs.	EMD/Reg. fee. in Rs.
Housing Colony Channi Himmat, Sector No. 2, Jammu (back side of Commercial site no. 10 to 18, sector-2)					
1.	Channi Himmat, Jammu	10-A	75.0	1120200.00	112020.00
2.	Channi Himmat, Jammu	11-A	105.0	1568280.00	156828.00
3.	Channi Himmat, Jammu	12-A	142.5	2128380.00	212838.00
4.	Channi Himmat, Jammu	13-A	187.5	2800500.00	280050.00
5.	Channi Himmat, Jammu	14-A	225.0	3360600.00	336060.00
6.	Channi Himmat, Jammu	15-A	262.5	3920700.00	392070.00
7.	Channi Himmat, Jammu	16-A	307.5	4592820.00	459282.00
8.	Channi Himmat, Jammu	17-A	360.0	5376960.00	537696.00
9.	Channi Himmat, Jammu	18-A	420.0	6273120.00	627312.00

ELIGIBILITY:

a. Open for all.

b. The applicant must have attained the age of 18 years on the last date of submission of Application form.

- Applicants are advised to keep scanned copy of Photograph, Aadhar Card, PAN Card, signatures and cancelled cheque or passbook before starting the online application.
- The Application Form should be filled up online and the applicant should verify his/her details carefully before submitting application on auction website. Mere online submission of data will not be treated as an application and shall be liable to be rejected out rightly.
- Step by step procedure for filling the form also available on the website.

NOTE:

- Area/sizes Indicated above are tentative and the applicants have to accept the area/size as per availability at site.
- Registration fee shall be adjusted towards the security for three months in case of successful bidders, refunded to un-successful bidders and shall be forfeited in respect of defaulter(s) as specified in relevant clauses of this Brochure.
- Non-refundable Application Fee of Rs. 1000/- is applicable for each event.
- Cost referred above is exclusive of 18% GST and other taxes if applicable.

Sd/-
Collector,
J&K Housing Board.

No: HB/CLA/9184-86
Date: 26-12-2023

BROCHURE FOR ALLOTMENT OF COMMERCIAL SITES ON “AS IS WHERE IS BASIS” IN HOUSING COLONY CHANNI HIMMAT, JAMMU.

J&K Housing Board invites bidders for e-auction on portal www.jkhm.auctiontiger.net for allotment of Commercial-sites on “as is where is basis” in Housing Colony, Channi Himmat, Jammu on 20 years lease basis. All the relevant details about the property are furnished, to enable bidders to participate in the auctions. Details of the property including its measurement, location, etc., are included in the public notice issued for the auction.

The Bid for allotment shall be entertained only on the website www.jkhm.auctiontiger.net.

1. ELIGIBILITY

- a. Open for all.
- b. The applicant must have attained the age of 18 years on the last date of submission of Application form.

2. DETAIL OF COMMERCIAL-SITES/COST/REGISTRATION FEE:-

SECTOR NO.2, HOUSING COLONY, CHANNI HIMMAT, JAMMU (back side of Commercial site no. 10 to 18, sector-2)

S. No.	Commercial-site No.	Sector No.	Size	Area (sft.)	Minimum reserved Bid in Rs.	Reg fee/EMD in Rs.
1.	10-A	2	(6'+4')/2 X 15'	75.0	1120200.00	112020.00
2.	11-A	2	(8'+6')/2 X 15'	105.0	1568280.00	156828.00
3.	12-A	2	(11'+8')/2 X 15'	142.5	2128380.00	212838.00
4.	13-A	2	(14'+11')/2 X 15'	187.5	2800500.00	280050.00
5.	14-A	2	(16'+14')/2 X 15'	225.0	3360600.00	336060.00
6.	15-A	2	(19'+16')/2 X 15'	262.5	3920700.00	392070.00
7.	16-A	2	(22'+19')/2 X 15'	307.5	4592820.00	459282.00
8.	17-A	2	(26'+22')/2 X 15'	360.0	5376960.00	537696.00
9.	18-A	2	(26'+30')/2 X 15'	420.0	6273120.00	627312.00

Note:- i. Area/sizes Indicated above are tentative and the applicants have to accept the area/size as per availability at site.

- ii. Registration fee shall be adjusted towards the cost of site in case of successful bidders, refunded to un- successful bidders and shall be forfeited in respect of defaulter(s) as specified in relevant clauses of this Brochure.
- iii. Non-refundable Application Fee of Rs. 1000/- is applicable for each event.
- iv. Cost referred above is exclusive of GST @18% and other taxes if applicable.

3. **REGISTRATION**

Persons desirous to procure the Commercial-site on lease basis shall submit the Bid along with requisite documents and requisite registration fee online during bid submission.

4. **MODE OF ALLOTMENT**

Allotment shall be made in favour of the highest bidder only after the e-auction on the website. In case of default the Commercial-site shall be put to re-auction.

Note:- Issuance of letter of intent/drawl of lease deed will not debar the Housing Board from cancellation of the Commercial-site if it is found at some stage that misrepresentation of facts or perjury has been committed for obtaining the allotment of site. The Managing Director, J&K Housing Board reserves the right to initiate legal proceedings against such bidders/allottees.

5. **MODE OF PAYMENT**

The successful bidder shall have to deposit bid amount within a period of one month from the date of issuance of letter of intent. However, the Managing Director, J&K Housing Board has the discretion to allow highest bidder to pay the 50% of the cost of bid amount within a period of one month and the balance amount within next three months from the date of issuance of letter of intent along with interest @ 18% provided that the total period should not exceed 4 months from the date of issuance of letter of intent.

*Note:- **In case the Applicant fails to deposit the bid amount within the stipulated period, the allotment shall be treated as cancelled and EMD/registration amount shall be forfeited in full.***

6. GROUND RENT AND DATE OF COMMENCEMENT OF GROUND RENT

Besides the premium, the Lessee has to pay ground rent @ Rs.100 per Commercial-site per annum subject to an annual increase of 10%. The ground rent shall become payable after expiry of 90 days from the date of issue of lease deed or 30 days from the date of registration of lease deed in the Court of law or from the date of handing over of possession of the site, whichever is earlier. However, in case J&K Housing Board is not in a position to handover the possession of the site due to some unavoidable circumstances beyond the control of J&K Housing Board, the ground rent shall be payable w.e.f the date of issue of possession letter.

7. REFUND OF REGISTRATION CHARGES

The unsuccessful Bidders, shall be refunded the amount of registration fee within 90 days of finalization of allotment without any interest.

8. DRAWL OF LEASE DEED/REGISTRATION

The allottee shall have to enter into Lease Deed with J&K Housing Board with two witnesses and get it registered in the Court of Sub- Registrar concerned. All the charges on account of the legal documentation including registration of documents in the court of law, if any, shall be borne by the allottee.

9. POSSESSION

- a. The possession of the site shall be handed over only after the premium is paid in full and lease deed executed in the Court of law.
- b. The allottee shall take the possession of site within a period of 90 days from date of issue of lease deed or within 30 days from the date of registration of document, whichever is earlier, failing which, a penalty up to 10% of the total cost of site shall be charged by the J&K Housing Board from the allottee.

10. TRANSFER OF PROPERTY

The lessee shall not transfer or part with the possession of the premises in full or part or any interest by mortgage, lease or otherwise except with the previous permission in writing of the lessor. However, in the event of granting permission for transfer of property, the lessor shall charge the following fee: -

- i. In case of transfer of property to the next of kin by way of Will/Gift/deed, the J&K Housing Board shall charge the transfer fee as applicable from time to time (not less than Rs.10,000/- per site per transfer).
- ii. In case of sale of property, J&K Housing Board has the first right to purchase back the site on original cost paid by the allottee.
- iii. In case the J&K Housing Board does not purchase back the site, the allottee has the right to sell the property to any person with prior permission of the J&K Housing Board. The Housing Board shall then charge the transfer fee as applicable from time to time (not less than Rs.1.00 lac per site per transaction, limiting to three transaction fees for one transfer irrespective of number of transactions involved).

11. OTHER TERMS AND CONDITIONS

- i. The Lessee shall, within a period of three years from the date of handing over the possession of the premises, raise construction and complete the same to the satisfaction of the Lessor as per plan approved by the competent authority. The lessee shall at his own cost and expenses obtain necessary sanction or permission from the Competent Authority.
- ii. The Lessee shall not deviate in any manner from the layout plan nor alter the size of the shop whether by Sub-division, amalgamation or otherwise.
- iii. The Lessee shall not sublet, transfer, assign or otherwise part with possession of the enclosures or any part of the demised premises, except with the previous consent of the Lessor in writing.
- iv. Lessee shall neither display his wares in Varandas (Public Place) nor encroach upon it at any stage.

- v. That the site leased out shall not be used for Industries like manufacturing of Steel items, Motor Garages/Repair workshop, storing of explosive, inflammable materials, fire place/hearth, explosive & offensive trade and all laws prescribed shall have to be observed.
- vi. The Lessee shall allow the authorized representatives of the Lessor to enter the demised premises at all convenient time of the Lessor for the purpose of inspection of the demised premises.
- vii. The Lessee shall keep the interior of the demised premises in good order and conditions (reasonable wear and tear and damages by fire, earthquake, flood, tempest, lightening, violence or mob or other irresistible or inevitable forces or accident excepted).
- viii. The Lessee shall pay all taxes, License fee and charges of whatsoever character assessed, levied, charged and imposed or payable to any lawful authority in respect of the demised premises.
- ix. That every dispute, difference, doubt or question of interpretation of any of the covenants herein specified which may at any time arise between the parties hereto or any person claiming under them relating to or arising out or in respect of deed or the subject matter thereof or the respective rights and liabilities of the parties thereto shall be referred to the sole arbitration of Chairman, J&K Housing Board. The decision of the Arbitrator shall be final and binding on the parties.
- x. The Lessor, or his authorised agents shall acknowledge valid and duly stamped receipt for each and every payment made by the Lessee and such receipt shall be conclusive proof of such payment.
- xi. The jurisdiction for all legal disputes, if any, shall be that of Jammu courts only.

12. MAINTENANCE

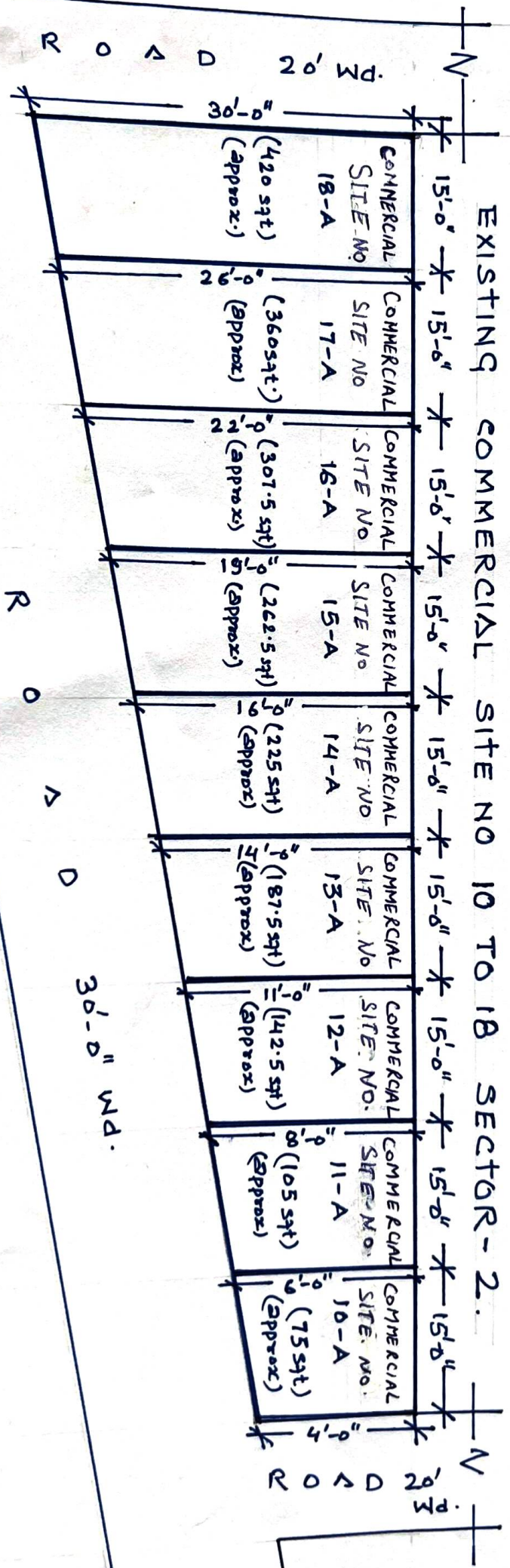
The responsibilities for the maintenance of the common utility/service area shall be of the lessee of sites in proposed complex/commercial asset/shop.

13. **Enclosures:**

- a. PAN
- b. Aadhar/Voter ID
- c. Scanned Signature
- d. Scanned Photo
- e. Scanned cancelled cheque/Passbook

Sd/-
Collector
J&K Housing Board

SITE PLAN SHOWING THE CLUSTER OF COMMERCIAL SITES ON BACK SIDE OF COMMERCIAL SITE NO :- 10 TO 18 SECTOR NO-2, IN CHANNI HIMMAT, JAMMU.



NOTE:- THE AREA/DIMENSION SHOWN ABOVE ARE APPROXIMATE & THE SAME MAY BE VARY AT SITE

* Not To Scale