

# JAMMU & KASHMIR HOUSING BOARD

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## Jammu Office

A/D Block, Green Belt Park,  
Gandhinagar, Jammu.

## Srinagar Office

Habitat Centre Bemina Bye Pass  
Srinagar.

## e-Auction of Housing Board Shops

J&K Housing Board invites bidders for **e-auction of Shops** on lease basis on 'as is where is basis' for a period of 40 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 : 09<sup>h</sup> December, 2023, 10:00 AM

Closing date & time : 23<sup>th</sup> December, 2023, 06:00 PM

## DETAIL OF SHOPS

| S.No                                  | Location              | Shops No. | Size      | Area in sft | Minimum Reserved Bid in Rs. | EMD/Reg. fee in Rs. |
|---------------------------------------|-----------------------|-----------|-----------|-------------|-----------------------------|---------------------|
| <b>Bemina Housing Colony Srinagar</b> |                       |           |           |             |                             |                     |
| 1.                                    | Bemina Housing Colony | 9         | 10' X 16' | 160         | 1000000                     | 100000              |
| 2.                                    | Bemina Housing Colony | 10        | 10' X 16' | 160         | 1000000                     | 100000              |
| 3.                                    | Bemina Housing Colony | 11        | 10' X 16' | 160         | 1000000                     | 100000              |
| 4.                                    | Bemina Housing Colony | 12        | 10' X 16' | 160         | 1000000                     | 100000              |
| 5.                                    | Bemina Housing Colony | 13        | 10' X 16' | 160         | 1000000                     | 100000              |
| 6.                                    | Bemina Housing Colony | 14        | 10' X 16' | 160         | 1000000                     | 100000              |
| 7.                                    | Bemina Housing Colony | 15        | 10' X 16' | 160         | 1000000                     | 100000              |
| 8.                                    | Bemina Housing Colony | 16        | 10' X 16' | 160         | 1000000                     | 100000              |

### ELIGIBILITY:

**a. Domicile of UT of J&K.**

**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/-  
Secretary,  
J&K Housing Board.

# BROCHURE FOR ALLOTMENT OF SHOPS ON 'AS IS WHERE IS BASIS' IN HOUSING COLONY BEMINA SRINAGAR

J&K Housing Board invites bidders for e-auction on portal [www.jkhm.auctiontiger.net](http://www.jkhm.auctiontiger.net) for allotment of Shops on 'as is where is basis' in Housing Colony, Bemina, Srinagar on 40 years lease basis. All the relevant details about the property are furnished, to enable bidders to participate in the auction. Details of the property including its measurement, location, etc. are included in the public notices issued for the auction.

The Bid for allotment shall be entertained only on the website [www.jkhm.auctiontiger.net](http://www.jkhm.auctiontiger.net).

## 1. ELIGIBILITY:

- a. Domicile of UT of J&K
- b. The applicant must have attained the age of 18 years on the last date of submission of Application form.

## 2. DETAIL OF SHOPS/COST/REGISTRATION FEE:

### HOUSING COLONY, BEMINA, SRINAGAR

| S. No. | Shop No. | Size      | Area (sft.) | Minimum Reserved Bid | Reg fee.  |
|--------|----------|-----------|-------------|----------------------|-----------|
| 1.     | 9        | 10' X 16' | 160         | 1000000.00           | 100000.00 |
| 2.     | 10       | 10' X 16' | 160         | 1000000.00           | 100000.00 |
| 3.     | 11       | 10' X 16' | 160         | 1000000.00           | 100000.00 |
| 4.     | 12       | 10' X 16' | 160         | 1000000.00           | 100000.00 |
| 5.     | 13       | 10' X 16' | 160         | 1000000.00           | 100000.00 |
| 6.     | 14       | 10' X 16' | 160         | 1000000.00           | 100000.00 |
| 7.     | 15       | 10' X 16' | 160         | 1000000.00           | 100000.00 |
| 8.     | 16       | 10' X 16' | 160         | 1000000.00           | 100000.00 |

**Note:**

- i. Area/sizes Indicated above are tentative and the applicants have to accept the area/size as per availability at Shop.
- ii. Registration fee shall be adjusted towards the cost of Shop. 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 Shops 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 Shop 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 Shop if it is found at some stage that misrepresentation of facts or perjury has been committed for obtaining the allotment of Shop. 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. RENT AND DATE OF COMMENCEMENT OF RENT**

Besides the premium, the Lessee has to pay rent @ Rs.2500/- per shop per month which shall be revisable by the lessor after every five years to the extent of 20% minimum. The 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 shop, whichever is earlier. However, in case J&K Housing Board is not in a position to handover the possession of the shop due to some unavoidable circumstances beyond the control of J&K Housing Board, the 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. DRAWAL 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 shop 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 shop 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 shop 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/Decree, the J&K Housing Board shall charge the transfer fee as applicable from time to time. (not less than Rs. 1/- per sft per transfer).
- ii. In case of sale of property, J&K Housing Board has the first right to purchase back the Shop on original cost paid by the allottee.
- iii. In case the J&K Housing Board does not purchase back the Shop, 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 Shop 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 not deviate in any manner from the layout plan nor alter the size of the shop whether by Sub-division, amalgamation or otherwise.
- ii. 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.
- iii. Lessee shall neither display his wares in Varandas (Public Place) nor encroach upon it at any stage.
- iv. That the Shop 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.

- v. 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.
- vi. 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).
- vii. 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.
- viii. 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 of 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.
- ix. 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.
- x. The jurisdiction for all legal disputes, if any, shall be that of Kashmir courts only.

## 12. **MAINTENANCE**

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

## 13. **ENCLOSURES**

- a. Domicile Certificate
- b. PAN.
- c. Aadhar/Voter ID.
- d. Scanned Signature.

- e. Scanned Photo.
- f. Scanned cancelled cheque/Passbook.

Sd/-  
Secretary  
J&K Housing Board.