

BROCHURE FOR ALLOTMENT OF HALL/COMMERCIAL SPACE ON ‘AS IS WHERE IS BASIS’ ON RENTAL IN HOUSING COLONY CHANNI HIMMAT, JAMMU.

J&K Housing Board intends to invite bidders for e-auction on portal <https://jkhm.auctiontiger.net> for allotment of Hall on ‘AS IS WHERE IS BASIS’ in Housing Colony Channi Himmat, Jammu on rental basis for a period of 10 years. All the relevant details about the property are furnished, to enable bidders to participate in the auctions. Details of property, 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 <https://jkhm.auctiontiger.net>.

ELIGIBILITY

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

1. DETAIL OF HALL/COMMERCIAL SPACE/RENT AND REGISTRATION FEE: -

HOUSING COLONY CHANNI HIMMAT, JAMMU

S. No.	Location	Halls/ Commercial space.	Area in sft/Size	Minimum rent/sft per month. in Rs.	Minimum reserved rent per month for bidding in Rs.	EMD/Reg. fee in the form of three months advance rent in Rs.
Channi Himmat						
1.	Tawi Shopping Complex, Sector-2, Channi Himmat, Jammu.	2 nd floor (201)	1801.00 (52’6” X 34’9”)	30.00	54030.00	162090.00

- Note: -**
- i. Area/sizes indicated above are tentative and the applicants have to accept the area/size as per availability at site.
 - ii. Bidders are advised to visit the site before participating in the bid.
 - iii. Rent shall be revised @ 20 % after every 3 years.
 - iv. EMD/ Registration fee shall be treated as security money which will be refunded only after vacation of the premises in case of successful bidder and refunded to un-successful bidders and shall be forfeited in respect of defaulter(s) as specified in relevant clauses of this Brochure.
 - v. Non-refundable Application Fee of Rs. 1000/- is applicable for each event.
 - vi. Cost referred above is exclusive of GST @18% and other taxes if applicable.

2. **REGISTRATION**

All desirous to procure the Hall on Rental basis shall register themselves on <https://jkhm.auctiontiger.net> along with requisite documents and then login for payment of EMD/registration fee online before the submission of Bid for the Hall.

3. **MODE OF ALLOTMENT**

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

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

4. **MONTHLY RENT AND DATE OF COMMENCEMENT OF MONTHLY RENT**

The successful Bidders shall be required to deposit **3 months advance rent** within **30 days** from the date of issue of letter of intent/offer letter. The Earnest money already paid as 3 months advance rent shall be treated as security money which will be refunded only after vacation of premises. In case of non-payment of advance rent, allotment shall be cancelled and earnest money forfeited. The rent should be paid before 15th of every month after allotment through online mode. In case of default or non-payment of the rent before due date, the applicant shall pay 18% penalty on due amount.

5. **REFUND OF REGISTRATION CHARGES**

The unsuccessful Bidders, shall be refunded the amount of registration fee within 30 days of finalization of allotment without any interest.

6. **DRAWAL OF RENT DEED/REGISTRATION**

The tenant shall have to enter into Rent 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 tenant.

7. **POSSESSION**

- a. The possession of the Hall/Commercial space shall be handed over only after the receipt of three months advance rent and rent deed executed in the Court of law.
- b. The following schedule shall be strictly adhered to, failing which a penalty @ 10% on advance rent shall be charged by J&K Housing Board from the tenant.
 - i. Drawl of rent deed from issuance of allotment letter — 7 days.
 - ii. Registration and submission of rent deed from issuance of letter for registration - 15 days.
 - iii. Handing over possession from the issuance of letter- - 7 days.

8. SUBLET OF PROPERTY

The Tenant shall not transfer or part or sublet with the possession of the premises in full or part or create any interest of any person by mortgage, lease or otherwise except with the previous permission in writing of the Housing Board.

9. GENERAL CONDITIONS

- i. Managing Director, J&K Housing Board reserves the right to accept/ reject any bid without assigning any reason thereof. Mere registration on online portal will not be construed as acceptance for allotment.
- ii. The Tenant shall use the premises for the purpose for which it has been allotted.
- iii. The jurisdiction for all legal disputes, if any, shall be dealt by the concerned Court only.
- iv. The Tenant shall not engage in the following trade(s) on above mentioned premise as: -
Transport related business, Work Shop/Repair Shop/ Service Centre, Scrape Business, Building Material i.e. Chips, stone, cement, brick, lime etc. which becomes a source of nuisance for others.
- v. The possession of the Halls/Commercial Space shall be handed over only after execution of rent deed and completion of legal formalities of J&K Housing Board.
- vi. Rent deed - shall be entered for a period of 10 years and renewable thereafter for further 3 years. Cost of stamp duty, registration of rent deed or any other incidental charges whatsoever levied by the Govt./Local Bodies shall be paid by the allottee.
- vii. The rent shall become payable after one month from the date of issuance of rent deed for registration or from the date handing over possession.
- viii. Interiors of the hall shall be done by the tenant him/herself at his/her own cost unless it is a major development.
- ix. The Tenant shall not further sublet or transfer the allotted space without the permission of the Authority.
- x. The renewal of rent deed shall be the sole discretion of the Housing Board subject to fixation of new rent.
- xi. The Tenant shall pay the charges of consumption of electricity and water etc. direct to the concerned authorities as per bill received by him.
- xii. The J&K Housing Board shall be entitled to terminate the tenancy at any time on completion of the tenancy period or renewed period upon one month notice in writing.
- xiii. The Tenant shall use the rented premises for the intended purposes only.
- xiv. The Tenant shall allow the authorised representatives of the Housing Board to enter the rented premises at all convenient time of the tenancy for the purpose of inspection of the rented premises.
- xv. The Tenant shall keep the interior of the rented premises in good order and conditions however reasonable wear and tear and damages due to earthquake, flood, lightning, violence of mob or other irresistible or inevitable forces or accident excepted.
- xvi. The Housing Board shall affect all major maintenance necessitated on account of constructional defects: bad workmanship if any, However, normal maintenance shall be the responsibility of the tenant.

- xvii. The Tenant shall not erect on the rented premises any permanent structure without the written consent of the Housing Board.
- xviii. The Tenant shall not vacate the premises before the term of tenancy and if the tenant intends to vacate the premises before tenancy expires, he/she will give advance notice failing which he/she shall be liable to pay penalty which will be equivalent to 10% of the total rent payable for the remaining period.
- xix. The tenant shall hand over the rented premises to the Housing Board on the completion/termination of tenancy in good condition. Recovery shall be affected from the tenant on account of any damage caused to the rented property.
- xx. The tenant shall pay all taxes licence fees and charges of whatever character assessed, levied, charged and imposed or payable to any lawful authority in respect of the demised premises.
- xxi. 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 this agreement or the subject matter thereof or the respective rights and liabilities of the parties thereto, the same 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.

Note: - The Managing Director, J&K Housing Board reserves the right to accept or reject any Bid without assigning any reason therefore.

10. ENCLOSURES TO BE SUBMITTED ONLINE

- a. PAN/TAN.
- b. Aadhar/Voter ID.
- c. Scanned Signature.
- d. Scanned Photo.
- e. Scanned cancelled cheque/Passbook.
- f. Other registration documents in case of firms/companies/societies etc.

No: -
Dated: -

-Sd/-
Collector,
J&K Housing Board