

Jammu & Kashmir Housing Board

A/D Block, Green Belt Park, Gandhinagar, Jammu / Habitat Centre, Bemina, Srinagar. <u>ikhousingboard@gmail.com - (0191-2431044)</u>

e-Auction of Housing Board Assets

J&K Housing Board invites bidders for auction of proposed utility store/shops to be constructed on SFS basis and allotment on lease basis for a period of 40 years with monthly rent.

For brochures visit https://jkhousingboard.jk.gov.in
The Bid for allotment shall be entertained only through
https://jkhm.procure247.com

Start date & time: 14th oct 2024, 10:00 AM Closing date & time: 28th oct 2024, 06:00 PM

DETAIL OF UTILITY/DEPARTMENTAL STORE/SHOPS

S.No	Particular	Floor	Size	Area in sqft	Minimum Reserved Bid in Rs.	EMD/Reg. Fee in Rs.
	Ompora Housing Color	ny Srinagar				
1.	Utility/ Departmental store	Ground Floor	53' X 15'	795	7204000	720400
2.	Shop No. 1	Ground Floor	10' X 15'	150	1441000	144100
3.	Shop No. 2	Ground Floor	12'6" X 15'	187.5	1695000	169500
4.	Shop no. 3	1 st Floor	12'6" X 15'	187.5	1526000	152600
5.	Shop nos. 4,5,6,7,8 9	1 st Floor	10' X 15'	150	1272000	127200

ELIGIBILITY:

- **a.** The applicant must be a citizen of India.
- **b.** The applicant must have attained the age of 18 years on the last date of submission of the Application form and be legally competent to enter into a contract.
- 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:

- a. Area/sizes Indicated above are tentative and the applicants have to accept the area/size as per availability at site.
- b. Besides the premium, the Lessee has to pay rent @ Rs.6.00 per sft per month, which shall be revisable by the lessor every five years to the extent of 20% minimum.
- c. 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.
- d. Non-refundable Application Fee of Rs. 1000/- is applicable for each event.
- e. Cost referred above is exclusive of 18% GST and other taxes if applicable.

No: HB/CLA/4927-32 Dated: 10-10-2024 Sd/-Collector, J&K Housing Board.

NEW SHOPPING COMPLEX

IN
HOUSING COLONY,
OMPORA,
SRINAGAR

Contact us:



J&K HOUSING BOARD

Jammu

A/D Block Green Belt Park,

Gandhi Nagar, Jammu - Ph 2431044

jkhousingboard@gmail.com

Srinagar

Deputy General Manager, Barbar Shah, Srinagar

VISION

J&K Housing Board is a Semi-Government, Autonomous and Statutory Organization established under the J&K Housing Board Act, 1976. The Board has been established to provide affordable shelter to all. The main functions of the Housing Board are to develop Housing Colonies, Office cum Shopping complexes, construction of flatted accommodation under Self- Financing Scheme, Housing Facilities for Government Employees etc.

SCHIEMIE: -

Construction of a Shopping Complex at Housing Colony Ompora on a Self-Finance Scheme Basis.

J&K Housing Board intends to construct a self-financing shopping complex (G+1) at Housing Colony Ompora on earmarked land as per the Colony's layout plan. The allotment shall be made through e-auction. Interested applicants are required apply online by visiting the e-auction website www.jkhm.procure247.com for allotment of Shops in Housing Colony Ompora, Srinagar, on 40-year lease with a monthly rent 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.procure247.com
- The J&K Housing Board shall launch the scheme only after receiving adequate responses from interested eligible persons.
- The J&K Housing Board reserves the right to abandon the scheme at any stage for the said project without assigning any reasons whatsoever. In that event, the deposit will be refunded without any interest.

1. **ELIGIBILITY**:

- a. The applicant must be a citizen of India.
- b. The applicant must have attained the age of 18 years on the last date of submission of the Application form and be legally competent to enter into a contract.

2. <u>DETAIL OF COST/REGISTRATION FEE OF SHOPS & UTILITY/ DEPARTMENTAL STORE:</u>

HOUSING COLONY, OMPORA, SRINAGAR

Floor	Particular	Size	Area in sft	Monthly rent @ Rs. 6 /sft	Minimum reserved price in Rs.	EMD/ Reg. fee in Rs
Ground Floor	Utility/ Departmental store	53' X 15'	795	4770	7204000	720400
Ground Floor	Shop No. 1	10' X 15'	150	900	1441000	144100
Ground Floor	Shop No. 2	12'6" X 15'	187.5	1125	1695000	169500
1 st Floor	Shop nos. 3	12'6" X 15'	187.5	1125	1526000	152600
1 st Floor	Shop nos. 4,5, 6,7,8 9	10' X 15'	150	900	1272000	127200

Note:

- i. The area/sizes Indicated above are tentative, and the applicants must accept the area/size as per availability at the Shop.
- ii. The abovementioned cost excludes GST @18% and other taxes if applicable.

3. <u>REGISTRATION</u>

- Non-refundable Application Fee of Rs. 1000/- is applicable for each event
- Persons desirous to participate in the bidding process for getting the Shops on a lease basis shall submit the Bid along with requisite documents and requisite EMD/registration fee online during bid submission on the e-auction portal to be eligible for participation in the e-auction.
- The registration fee shall be adjusted towards the cost of the Shop in case of successful bidders, refunded to unsuccessful bidders, and forfeited in respect of defaulter(s) as specified in relevant clauses of this Brochure.

4. REFUND OF THE EMD FEE

The unsuccessful Bidders will be refunded the EMD fee electronically without any interest within 90 days of the finalization of allotment.

5. MODE OF ALLOTMENT

The allotment shall be made in favour of the highest bidder only after the e-auction on the website and receipt of full payment as per the payment schedule. In case of default, the shop shall be re-auctioned.

Note: The issuance of a letter of intent or drawl of lease deed will not debar the Housing Board from cancelling the Shop if it is found at some stage that misrepresentation of facts or perjury was committed to obtaining the allotment of the Shop. The Managing Director, J&K Housing Board, reserves the right to initiate legal proceedings against such bidders/allottees.

6. PAYMENT SCHEDULE

The cost of Shop shall be payable by the successful bidder on a self-finance basis (SFS) as per the schedule given below: -

INSTALMENTS	STAGE	PERCENTAGE OF PRICE
1ST INSTALMENT (INCLUDING ADJUSTMENT OF EMD)	Within 30 days from issue of the letter of intent	15 % of Actual Cost
2ND INSTALMENT	Completion of Ground Slab (Slab 1) and Within 30 days from issue of demand letter	30 % of Actual Cost
3RD INSTALMENT	Completion of 1st floor Slab (Slab 2) and Within 30 days from issue of demand letter	30 % of Actual Cost
4TH INSTALMENT	Completion of Finishing works Within 30 days from issue of the demand letter	15 % of Actual Cost
5TH INSTALMENT	Handing over of Possession after drawl of lease deed.	10 % of Actual Cost This shall also include difference or escalation of cost if any

i. The instalments indicated above exclude escalation. The escalation, if any, shall be recovered before handing over possession and drawing the lease agreement/deed.

- ii. In case of failure to deposit instalments within the stipulated period, the Housing Board reserves the right to cancel the allotment. In such cases, the entire registration fee plus 10% of the amount due (whether paid or due to paid) at the time of such decision shall be forfeited, and the balance amount shall be refunded without interest. In case of consideration of delayed payment cases, 18% interest for a delayed period shall be charged.
- iii. In case the shop is not handed over to the allottee in the scheduled time as per the agreement made at the time of the allotment letter, the Housing Board will pay an interest of 8% per annum on the deposit amount to the allottee for the delayed period of handing over of the said shop.

Note: If the Applicant fails to deposit the instalments within the stipulated period, the allotment will be treated as cancelled, and the EMD/registration amount will be forfeited in full.

7. PERIOD OF COMPLETION

All efforts shall be made to complete the shops within 18 months from the date of issue of the letter of intent. However, the period of completion may be extended for reasons beyond the control of the J&K Housing Board.

8. RENT AND DATE OF COMMENCEMENT OF RENT

Besides the premium, the Lessee has to pay rent @ Rs. 6 per sqft per month, exclusive of taxes, which shall be revisable by the lessor every five years to the extent of 20% minimum. The rent shall become payable after the expiry of 30 days from the date of registration of the 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 the J&K Housing Board is not in a position to hand over the shop's possession due to some unavoidable circumstances beyond the control of the J&K Housing Board, the rent shall be payable from the date of issue of the possession letter.

9. DRAWAL OF LEASE DEED/REGISTRATION

The allottee shall enter into a Lease Deed with J&K Housing Board with two witnesses and get it registered in the Court of the Sub-Registrar concerned. The allottee shall bear all charges, if any, related to the legal documentation, including the registration of documents in the court of law.

10. POSSESSION

- a. The shop's possession shall be handed over only after the premium is paid in full and the lease deed is executed in the Court of law.
- b. The allottee shall take possession of the shop within 30 days from the date the lease deed is registered; failing which, the J&K Housing Board shall charge the allottee a penalty up to 10% of the total cost of the shop.

11. TRANSFER OF PROPERTY

The lessee shall not transfer or part with the possession of the premises in whole 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 property transfer 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 sq ft per transfer).
- ii. In case of property sale, J&K Housing Board has the first right to purchase the shop back at the 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 the board's prior permission. 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).

12. 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 Subdivision, 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 Verandas (Public Place) nor encroach upon it at any stage.
- iv. The Shop leased out shall not be used for Industries like steel manufacturing, Motor Garages/Repair workshops, storing explosives and flammable materials, fireplace/hearth, explosive and offensive trade, and all laws prescribed shall have to be observed.
- v. The Lessee shall allow the authorised representatives of the Lessor to enter the demised premises at all convenient times of the Lessor for 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, lightning, mob violence or other irresistible or inevitable forces or accidents excepted).
- vii. The Lessee shall pay all taxes, License fees, and charges of any character assessed, levied, charged, imposed, or payable to any lawful authority regarding 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 or in respect of deed or the subject matter thereof or the respective rights and liabilities of the parties to it 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 a valid and duly stamped receipt for each payment made by the Lessee, and such receipt shall be conclusive proof of such payment.
- x. Force majeure: If due to any "force majeure" events or such circumstances behind Housing Board's control, the Board is unable to hand over the possession allotted shops/utility/departmental store, Housing Board or any of its officers/officials will not be held liable for any damages and no suit shall be moved against Housing Board or any of its officers/officials for the same
- xi. The jurisdiction for all legal disputes, if any, shall be that of Kashmir courts only.

13. MAINTENANCE

The lessee of shops in the proposed complex/commercial asset/shop shall maintain the common utility/service area.

14. ENCLOSURES

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

No. HB/CLA/4927-32 Sd/Dated: 10-10-2024 Collector
J&K Housing Board





