



Government of Jammu and Kashmir
J&K Economic Reconstruction Agency
2nd Floor ERA Commercial Complex Rambagh Srinagar



**Allotment Order for shopkeeper being allotted shop in
Rehabilitation Complex at Ram Bagh**

Office Order No 07-CLA-ERA 06 2015
Dated:- 28-01-2015

1. Whereas, the Government is constructing flyover/expressway corridor from Jehangir Chowk to Rambagh-Natipora, Srinagar through J&K Economic Reconstruction Agency (J&K ERA).
2. Whereas, a number of shops (*both Tenant operated and Owner operated*) are getting affected due to construction of the said flyover/expressway corridor, and these are to be relocated to the Rehabilitation Complex, Rambagh, Srinagar.
3. Whereas, a 9th DLC meeting was held on 27-08-2013, the minutes of which were circulated vide no. ERA/PM/JKUSDIP/K/3030-35 dated 10-09-2013 in which the allotment of shops to tenant of property marked O-7 mentioned at para 1.2 (c) was decided and agreed upon.
4. Whereas, a Committee chaired by Deputy Commissioner, Srinagar was constituted by the Divisional Commissioner, Kashmir vide no. Div.Com/LAS-Reh/2048/369 dated 14-08-2014 for allotment of shops to displaced shopkeepers and their shifting to rehabilitation complexes.
5. Whereas, the draw of lots was conducted by the said Committee on 30-08-2014, and the results as well as minutes of which were circulated vide Social & Resettlement Expert, ERA's letter No. ERA/S&RE/Lots/Rambagh/1010-19 dated 14-10-14.
6. Whereas, the Collector (LA) ERA vide No.174-180/LA/ERA dated 15-11-2014, has verified the allotment cases as per draw of lots pursuant to decision of Committee dated 30-08-2014.
7. Whereas, the Deputy Commissioner, Srinagar on file directed to proceed with the allotment of shops to displaced shopkeepers under reference.
8. Whereas the Committee constituted under the orders of the Chief Executive Officer, J&K ERA's vide no. ERA/CEO/4024 dated: 20-01-2015 has agreed upon and decided to issue the allotment orders in favour of the below mentioned allottee/shopkeeper.
9. Whereas, as per the draw of lots, **Fazal Rahman Dar, S/o: Ghulam Mohi-ud-din Dar, R/o: Natipora** has got **Shop No. 69** in lieu of his shop in property marked O-7 and the said shop is accordingly allotted in his favour subject to the following terms & conditions:-
 - (a) The allottee shall be a permanent resident of J&K State.
 - (b) The ownership of the shop shall always and always vest with the J&K ERA.
 - (c) The allottee shall furnish an undertaking/affidavit duly attested by 1st Class Magistrate to the effect that he/she shall not sublet directly, indirectly or otherwise, fully or partially, the shop so allotted to him/her, to any other person, natural or juristic. In case of any violation on this count, allotment shall stand cancelled with immediate effect, and J&K ERA shall be at a liberty to take into its own possession the allotted shop, alongwith all stocks inside such shop, without any prior notice in this regard. The J&K ERA reserves its right to conduct surprise inspections of the allotted shops during reasonable hours of the day, in this respect.

- (d) The allottee shall ensure the proper custody, safety and maintenance of the present status of the shop.
- (e) The allottee shall deposit the monthly rent regularly in the office of Accounts Officer, PIU, J&K ERA, Kashmir as will be fixed by the Rent Assessment Committee constituted for the purpose. The rent shall be deposited by the 10th of every month. Non-payment of the rent for period of more than 3 months will automatically cancel the allotment. However no rent will be charged for the period of first three months from the date of issuance of allotment letter.
- (f) The allottee shall not, without the due previous consent in writing of the J&K ERA, make any alterations or additions to the demised premises, or cut, maim or injure, nor allow to be cut, maimed or injured, any of the walls or portion of the allotted shop.
- (g) The allottee shall execute the necessary rent deed with J&K ERA within 30 days from the date of issuance of the rent schedule, before a Court of competent jurisdiction for due observance of terms and conditions contained herein above.
- (h) The rent shall be enhanced at the rate of 15% at the end of every three years.
- (i) The allottee shall furnish a list of his family member's dependent upon him.
- (j) The shop allotted shall be used only for business purposes other than for sale of liquor or any contra-banned items, or for selling any inflammable material and the allottee shall not do or carry out any illegal, immoral or unlawful act in the allotted shop.
- (k) The allottee shall be responsible to clear all the arrears, rent and other taxes of their previous business locations.
- (l) In case of any damage, at any point of time, the allottee shall be charged indemnity, quantum of which shall be assessed as per PWD Schedule in vogue.
- (m) The allottee shall have to make arrangements for water, electricity, telephone and proper disposal of waste etc. at his own expenses.
- (n) The allottee shall not use polythene carry bags or any banned plastic item in his trade in the allotted shop.
- (o) The allottee shall keep all his goods within the shop and shall not in any case encroach upon the corridor and courtyard, doing same will invite penalties.
- (p) The allottee will have to pay for upkeep and maintenance of the rehabilitation complex, the charges for which will be decided later.
- (q) The allottee is not allowed to park his/her vehicle or vehicle in the courtyard. The allottee shall not have any right to use the underground parking, however will be available only on pay and use basis.
- (r) The allottee shall not keep the allotted shop idle / closed and in case of failure to carry out any business activities for more than period of 6 months the allotment in his favour shall stand cancelled with immediate effect on the expiry of the said 6 months.
- (s) The allottee shall not make any changes in the facade of shop except for developing the interior of the shop for the purpose of running their trade, provided it does not cause damage to the building or to the electric or sanitary installations. Further, no changes whatsoever shall be carried out by the allottee or allowed by J&K ERA at any time in the existing façade of the shops.
- (t) The allottee by taking the possession of the shop shall be deemed to have agreed to the all the terms and conditions mentioned in this order and any deviation there from shall result in cancellation of allotment made in his favour, effective immediately, from the time of such deviation, breach or violation.
- (u) That it shall be the duty of the allottee:
 - i) In case he is the owner of the shop, to demolish / dismantle his old shop / structure coming within the alignment of Expressway Corridor (Flyover) Project, and vacate the possession thereof within a period of one week, or

- ii) In case he is the tenant of the shop, to vacate the shop / structure coming within the alignment of Expressway Corridor (Flyover) Project within a period of one week and handover the possession of the same to J&K ERA. Further, the tenant shall have no objection to demolish / dismantle his old shop / structure by the owner or the authorities after such period.

Handwritten signature

Collector Land Acquisition,
J&K ERA Kashmir (Chairman),

331-345/
No:- LA/ERA/Allot/Shop/2015/
Date:-

Handwritten signature
Handwritten signature
Handwritten signature

Copy to the:-

1. The Divisional Commissioner Kashmir. for information.
2. Deputy Commissioner Srinagar (Chairman of the committee) for information.
3. Chief Executive Officer, J&K ERA, Jammu, for information.
4. Director Safeguards, J&K ERA, Jammu, for information.
5. Director Finance, J&K ERA, Jammu, for information.
6. Director Kashmir, J&K ERA, Kashmir, for information.
7. Chief Engineer, R&B, Kashmir (Member of the committee) for information.
8. Project Manager, JKUSDIP, ERA Kashmir (Member of the committee) for information.
9. Joint Commissioner SMC (Member of the committee) for information.
10. Accounts Officer, PIU ERA Kashmir, for information and further necessary action.
11. Social and Resettlement Expert, ERA Kashmir (Member-Secretary of the committee) for information.
12. Estates Officer, ERA Kashmir, for information and with the direction to handover the possession of shop to the allottee.
13. Concern Allotte, for compliance and with directions to complete all the formalities as prescribed in allotment order immediately.
14. Office file.