

**The Chandigarh Housing Board
(Allotment, Management and Sale of
Tenements) Regulations, 1979**

Notification dated 29th December, 1979

See Gazette Extra Dated 5-1-1980 Page 7-14

No. HB (S) 79/9046--In exercise of the powers conferred by section 74 of the Haryana Housing Board Act, 1971, as extended to the Union Territory of Chandigarh, and all other powers enabling it in this behalf, the Chandigarh Housing Board with the previous sanction of the Administrator, hereby makes the following regulations, namely:--

**CHAPTER I
General**

1. Short title, application and commencement. -(1) These regulations may be called the "Chandigarh Housing Board (Allotment, Management, and Sale of Tenements) Regulations, 1979."

(2) These regulations shall apply to those schemes in which built-up properties are to be disposed of by way of sale or hire-purchase lease or in such manner as prescribed by the Board.

(3) These Regulations shall come into force immediately.

2. Definitions. -In these regulations, unless there is anything inconsistent with the context or meaning--

1	"Act" means the Haryana Housing Board Act, 1971, as extended to the Union Territory of Chandigarh;
2	"Allotment Letter" means a letter in such form as may be prescribed by the Board from time to time making allotment of a particular property to an applicant;
3	"Allottee" means a person to whom a property has been allotted by way of sale or hire-purchase or lease or in such manner as prescribed by the Board; This expression for the purposes of regulation 15,27,30 and Chapter IV shall include authorised occupants of the dwelling unit.
4	"Applicant" means a person who has sent an application putting his/her signature or affixing his/her thumb-impression thereon;
5	"Application" means an application made in such form as may be prescribed by the Board from time to time;
6	"Application Register" means a register in which applications received in response to a public notice are entered;
7	"Board" means the Chandigarh Housing Board constituted under section 3 of the Act;
8	"Common portions" means, those portions of the plot or premises which are in common use and includes the land, gateway, enclosure, compound walls, passages, corridors, stair-cases, fitting, fixture, lift, if any, installation whether for water supply or drainage or lighting or any other purpose and all such facilities which are used or intended to be used in common;
9	"Common services" in relation to common portions means the services which are rendered for maintenance, running, keeping in good condition and controlling those common portions, use whereof shall be regulated by the Registered Agency concerned;

10	"Consideration" in relation to a dwelling units/flat or other built-up property or any other property shall include the price fixed by the Board for allotment of such property by way of sale, hire- purchase or lease or in any other manner premium, hire-purchase, lease money and ground rent;
11	"Conveyance/Lease Deed" means an agreement in the prescribed form between the Board and the allottee or hirer or the Registered Agency, as the case may be, by which the title in the property is transferred to the allottee or hirer or the Registered Agency on the terms and conditions specified in the agreement entered into between the parties;
12	"Deposit" means the initial amount payable by an applicant along with his application for securing a property which shall be non-interest bearing unless otherwise declared by the Board to be interest bearing;
13	"Documental Charges" in relation to a document or documents made in pursuance of these regulations means all charges such as stamp charges, writing charges, registration charges, printing charges and plan charges;
14	"Dwelling Unit" means a building or a part thereof which is used or is intended to be used by a family for habitation;
15	"Eligible Person" means a person who is entitled to the purchase of a property in accordance with the provisions of scheme and these regulations;
16	"Flat" means a portion of building with its undivided interest in the common portions and common service which can be delineated with definite outline on plan and which can be definitely marked on site, and which is a heritable and transferable dwelling unit;
17	"Ground Rent" in relation to a plot of land means the annual payment at the prescribed rate to be made by the lessee of the plot to the Board as lessor or the Government;
18	"Hire-Purchase Period" means such period as may be specified for continuance of a tenancy and on the expiry of which hirer become owner and attains lease-hold rights for 99 years after payment of conveyance/lease deed;
19	"Hirer" means a person who has signed the Hire-Purchase Tenancy Agreement; This expression for the purpose of regulations 15,27,30 and Chapter IV shall include authorised occupants of the dwelling unit.
20	"Hire-Purchase" or "Hire-Purchase System" means a system in which a hirer after having paid 25% of the price or such percentage of the price of the property as may be prescribed by the Board in the scheme, executes a hire-purchase tenancy agreement;
21	"Hire-Purchase Tenancy Agreement" means an agreement between the Board and the hirer in the form prescribed in these regulations for disposal of property under the hirer in the Hire-purchase System;
22	"Penalty" means an additional amount as laid down in the relevant agreement payable by the allottee or hirer as a consequence of his default in the payment of prescribed dues or for non-compliance of terms and conditions of allotment;
23	"Property" means the land, the building, all appurtenances and structures thereon, all owned in free-hold on lease or as occupied under competent orders by the Board and all articles of personal property of the Board intended for use in connection therewith;
24	"Property Circumstances" includes the nature and condition of the building" and premises, the type and the nature of construction, specification adopted there for, material used and the workmanship, stability or durability of the structures, the type of accommodation, pattern of installation, fittings; fixtures and other amenities and all such other things that constitute the property as they exist in the building or premises concerned;
25	"Registered Agency" means a body registered under these regulations for carrying out the provisions of these regulations and agreement made thereunder relating to common portion and common services;
26	"Scheme" means a scheme prepared by the Board for the construction of a group of houses for dwelling purposes;

27	"Service Charges" means the amount which the allottee or hirer has to pay as a monthly charge for the maintenance of common portion and common services;
28	"Tenancy Stipulations in relation to a hirer" means the stipulations for the tenancy prescribed under these regulations."

3. Execution of agreements. -All agreements made under these regulations shall be executed on behalf of the Board by the Chairman or such other officer as may be authorised by him in this behalf.

CHAPTER II

Terms and Conditions for Disposal or Property

4. Disposal of Property. -(1) The disposal of a property shall be effected by either hire-purchase or sale on lease-hold basis for 99 years or in such manner as prescribed by the Board.

(2) The disposal of property shall be subject to such terms and conditions as may be decided by the Board from time to time or as may be imposed on the Board by the Chandigarh Administration, from time to time.

5. Fixation of Price. -Notwithstanding anything to the contrary, the Board shall determine and if considered essential, may revise consideration from time to time and wherever the consideration is revised, it shall also determine the manner in which the revised consideration is payable and such determination, both original or revised, shall be final; and the allottee or hirer shall be precluded from making complaint or raising objection setting up any claim in this behalf at any stage.

1[6. Eligibility of Allotment. -(1) A dwelling unit or flat in the Housing Estate of the Board shall be allotted only to such person who or his wife/her husband or any of his/her minor children does not own on free-hold or lease-hold or on hire-purchase basis or on the basis of an Agreement to Sell, GPA, Will etc. a residential plot or house, in full or in part, in the Union Territory of Chandigarh or in any of the Urban Estates of Mohali or Panchkula. If, however, individual share of a persons in the jointly owned plot or land under the residential houses is less than 100 Sq. Yds., he/she shall be eligible for allotment of a D.U. by the Board. However, a person who has already been owning on freehold, leasehold or hire-purchase basis a residential plot or house or flat in the U.T. of Chandigarh or in any of the Urban Estates of Mohali or Panchkula, shall not be eligible for the allotment of a D.U. by the Board. Further, persons who have been allotted a residential plot/dwelling unit in the Union Territory of Chandigarh or in any of the Urban Estates of Mohali or Panchkula through Government /Semi-Government/Statutory Corporation/Board/Municipal Committee/Corporation/Registered Society like A.W.H.O. or a Co-operative House Building Society, in their name or in the name of their spouse or any minor children, shall also not be eligible for allotment of a dwelling unit or flat. The Applicant shall further continue to fulfill these eligibility conditions from the date of opening of the scheme up to the date of delivery of possession of the dwelling unit by the Chandigarh Housing board.

In addition to the the above provisions, the applicant should be a bona fide resident of U.T., Chandigarh on the date of opening of scheme:

Provided that the condition of eligibility regarding the applicant being a bonafide resident of U.T. Chandigarh on the date of opening of the scheme shall not apply to the following categories of persons :-

- (i) Serving Defence Personnel & the Pensioners/Family pensioners of the defence forces; and
- (ii) Employees of the Government of India, Punjab Government, Haryana Government and

the U.T. Administration and then Boards / Corporation and undertaking.]

(iii) Retired employees of Government of India, Punjab Government, Haryana Government and the Chandigarh Administration and their Boards/ Corporations/Undertakings.]

(2) The applicant shall furnish an affidavit in the prescribed form regard to his eligibility along with the application. In the event of the affidavit being found false at any stage, the Board shall be entitled to cancel the registration or the allotment of dwelling unit or flat as the case may be, and to forfeit the deposit received with the application and all the payments made to the Board thereafter.

(3) The Board shall have the right to impose any additional condition of eligibility as may be determined and notified from time to time.

7. Manner of payment of price and Allottee's Obligations. - (1) When a property is disposed of by sale, every applicant shall deposit a sum equal to 25 per centum of the consideration money of the property or such amount as may be specified in the scheme. Such deposit shall be non-interest bearing unless otherwise declared by the Board to be interest bearing.

(2) An applicant to whom the property has been allotted shall have to pay the balance amount of the consideration money (i.e. after adjusting the deposit) as may be specified in the allotment letter either in lump-sum or in such number of instalments as may be prescribed therein.

(3) If payment of the balance of condition money is made in instalments, the allottee shall have to pay interest on the balance amount of premium at the rate as may be fixed by the Board by prior intimation.

(4) In case any instalment is not paid by the allottee by the due date, a notice shall be served on him calling upon him to pay the instalment within a month together with penalty which may extend upto 1[25] percent of the amount due. If the payment is not made within the said period or such extended period as may be allowed by the Board but not exceeding three months in all, from the date on which the instalment was originally due, the Board may cancel the allotment and forfeit the whole or part of the consideration money and ground rent already paid in respect of the property and thenceforth the property shall vest in the Board.

(5) In case of an applicant who has not been allotted any property, the deposit made with the application shall be considered as deposit under any scheme which the Board may frame for further allotment of the dwelling unit unless the applicant applies for the refund of the said amount.

(6) The Board shall have the sole and exclusive right over the deposit till it is adjusted or refunded with or without deduction as provided in these regulations and the applicant shall execute all necessary documents as may be directed by the Board from time to time in this behalf to enable the Board to deal with such money.

(7) The allottee shall not sell, alienate, transfer or otherwise part with the possession of the whole or any part of the said property till he becomes the owner or for a period of 10 years from the date of actual possession whichever is later except that --

(i) a lease for a period not exceeding 5 years at a time may be created.

(ii) the right, title and interest of the allottee may be mortgaged in favour of the Government, Life Insurance Corporation of any Scheduled bank or any corporate body such as corporations and boards in order to raise loan for the payment of price of built up houses to the Board, subject to first charge on the property for the unpaid portion of purchase price and other dues outstanding towards the allottee remaining in favour of the Board:

Provided further that such mortgage lease, etc, can only be created with the prior permission of the Board and the Board will be competent to impose any condition while granting such permission.

3[Notwithstanding anything contained in sub-regulation (7) above, the Administrator, may at his discretion and for reasons to be recorded in writing permit the allottee in genuine cases of hardship or on humanitarian grounds as he deems fit to sell, alienate, transfer or otherwise part with possession of the whole or any part of the said property after he has made the full payment of the property to the Board].

8. Manner of payment of Hire purchase price. -(1) The hire-purchase deposit shall be a sum as may be decided by the Board from time to time. Such deposit shall be payable along with the application and it shall be non-interest bearing unless the Board otherwise previous in the scheme. Such deposit shall be adjusted at the time of allotment of dwelling unit.

(2) In the case of any applicant who has not been allotted any property, the deposit specified in sub-regulation

(i) above shall be considered as deposit under any scheme which the Board may frame thereafter unless the applicant applies for the refund of his amount.

(3) In the case of an applicant to whom an allotment letter has been issued and who has failed to fulfill the requirements as specified in the allotment letter, a sum up to 20 per centum of the deposit shall be forfeited and the balance refunded.

9. Period of Hire-purchase. - The hire-purchase period shall be such as may be provided in each scheme framed by the Board under these Regulations.

10. Monthly instalments and Hirer's Obligations. -(1) Subject to the provisions regulation 7, the balance of hire-purchase price of the property including interest thereon at such rates as may be fixed by the Board shall be recovered in such number of monthly instalments as may be specified in each scheme. The amount of each instalment shall also be such as may be fixed by the Board in every case:

Provided that the hirer may make the payment of the balance of the consideration money in lump sum.

(2) The hirer shall not sell, alienate or transfer any of his rights or interest in the said property otherwise part with the possession of the whole or any part of the said property till he comes owner or for a period of 10 years from the date of actual possession, [whichever is later] subject to the under mentioned exception :--

(i) lease for a period not exceeding 5 at a time.

(ii) the right, title and interest of the hirer can be mortgaged in favour of the Government, L.I.C. or any Scheduled Bank or coporate body in order to raise loan for the payment of price of built-up house to the Board. Provided the Board shall have first and paramount charge on the said property for the unpaid portion of purchase price and other dues outstanding against hirer including penalty, if any:

Provided further that such mortgage, lease, etc, can only be created with the prior permission of the Board and Board will be-competent to impose any condition while granting such permission.

2[Notwithstanding anything contained in sub-regulation (2) above, the Administrator may at his discretion for reasons to be recorded in writing permit the hirer in genuine cases of hardship or on humanitarian grounds as he deems fit to sell, alienate or transfer any of his rights or interests in the said property or otherwise part with the possession of the whole or any part of the said property after he has made the full payment of the property to the

Board.]

11. Use of Property. -(1) The allottee or the hirer shall be bound to comply with the conditions as to use, if any, imposed either under the letter of allotment or hirer-purchased tenancy agreement, or lease deed as the case may be, as well as any conditions imposed on the Board by the Government while transferring land to the Board.

(2) The allottee, hirer and any other person occupying the property shall abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules made thereunder:

Provided where the person occupying the property is other than allottee or hirer, as the case may be, the responsibility to abide by the above stated Act and Rules shall be joint and several on the part of occupant, allottee or hirer as the case may be.

12. Payment of Documental Charges. - All documental charges shall be borne by the allottee or hirer.

13 Payment of Rents, Fees, etc. -All rents, fees, taxes, charges assessments, Municipal or otherwise and other levies of whatsoever nature shall be borne by the allottee or hirer as the case may be and shall be payable by the allottee or hirer within the period specified in this behalf;

Provided that in every case of default of payment of rent or damages by the allottee or hirer, the Board shall have the power to recover the same as arrears of land revenue in accordance with the provision, of section 52 of the Act.

14. Allottee/Hirer precluded from objecting to property circumstances. - The Board shall offer the property on hire purchase or sale on the basis of property circumstances that exist at the time of allotment or delivery of possession whichever is later. The allottee or hirer shall fully make himself conversant with the property circumstances and he shall be precluded from making Complaint or raising objections or setting up claims regarding the property circumstances at any subsequent state.

15. Administration of common Portions/Services. -(1) The Registered Agency shall be responsible for the maintenance, up-keep, running, control and regulation for use of common portions and common services of each block in a Housing Estate and it shall be the duty of such agency to administer these common portions and common services in accordance with the relevant agreement. The allottee/hirer shall be liable to pay to the Registered Agency, the charges for the purpose as decided by the Board. Such charges shall be deemed to be included in rent. In case of failure on the part of allottee/hirer to make such payment, the Board shall have the power to recover such amount as arrears of land revenue.

(2) In case of multy-storeyed buildings the allottees or the hirers, as the case may be, of the particular portion/flat/dwelling unit of a building on any particular site shall be jointly and severally liable in respect of the conditions of transfer of the site.

16. Transfer of Registration/Property. -Notwithstanding anything contained in these regulation, the Board may transfer the registration from the date of physical possession by imposing such terms and conditions as it may deem fit :

17. Cancellation of lease. -The Board may cancel the lease of any allottee or hirer of a particular portion/flat on the grounds of breach of any conditions of allotment and forfeit whole or part of the money already paid to the Board and thenceforth the property shall vest in the Board:

Provided a reasonable opportunity of being heard is provided to the allottee/hirer before cancelling the lease.

CHAPTER III

PROCEDURE FOR DISPOSAL OF PROPERTY

18. Issue of Public Notice. -The Chairman or the officer authorised by him in this behalf, shall cause a public notice to be issued, in at least two newspapers having wide circulation in the Union Territory, Chandigarh and in the manner prescribed by him inviting applications for the allotment of property.

19. Form of Application. -(1) The application shall be made in the prescribed form to the Chairman, Chandigarh Housing Board.

(2) All applications received shall be entered serially in the application register.

20. Application to be acknowledged. -The person receiving the application shall give an acknowledgement of the application.

21. Rejection of invalid application. -An application which is incomplete in any respect shall be returned to the applicant and he shall be asked to return the defects pointed out to him and if he fails to rectify the defects within the stipulated period, his application thereafter shall not be entertained.

22. Constitution of Property Allotment Committee. - The Board shall for the purpose of allotment of property under these regulations constitute a committee to be called the Property Allotment Committee consisting of not more than five members of whom one shall be appointed as a Chairman.

23. Scrutiny of Applications. -The committee shall determine which of the applicants are eligible for allotment and the decision of the committee in this regard shall subject to an appeal to the Board within thirty days of the decision of the committee, be final.

24. Allotments. -The allotment of property to the eligible persons shall be made by draw of lots under the supervision of the committee or in such other manner as may be determined by the Board.

25. Reservation of Dwelling units or Flats. -Unless otherwise provided or specified by the Board, out of the total number of dwelling units/flats, the reservation in favour of the applicants shall be to the extent of --

(i) 12 Per cent of the total dwelling units flats in each category in favour of applicants belonging to scheduled castes and scheduled tribes 1[as notified for the Union Territory of Chandigarh] ;

(ii) 5 per cent of the total number of dwelling units/flats in favour of defence ex-defence personnel including pensioners belonging to the defence forces;

(iii) 5 per cent in favour the 2[other Backward Classes] as are notified or specified by the 2[Chandigarh Administration] ;

(iv) 5 per cent of the employees of the Punjab and Haryana Governments' and the U.T. Administration who have retired or who may retire within three years 1[from the date of opening of the Scheme];

3[(v) 1 per cent in favour of the blind and physically handicapped persons having minimum of 40% disability supported by a certificate to this effect issued by the Medical Board constituted by the Principal Medical Officer and countersigned by the District Magistrate Chandigarh :]

4[provided that if sufficient applications are not forthcoming from any of the reserved categories mentioned above another attempt shall be made to invite applications from the

aforesaid categories of persons and if on second attempt sufficient applications are not forthcoming the half of the reserved dwelling unit/flats shall be allotted to the applicants in the general category.]

5[26 Discretionary Allotments. -The Administrator, may in his discretion allot 5% of the total number of dwelling units/flats under any scheme to any person.

Provided that the allotments flats/dwelling units under the discretionary quota, shall be made only to the persons falling under any one of the following categories and who fulfill the eligibility criteria laid down in regulation 6, namely: --

(i) Dependents of the victims of terrorist attacks (in Punjab and Chandigarh and 1984 riots victims);

(ii) Gallantry award winners from the services, para-military forces, the police and their widows or dependents; -

(iii) Persons who have distinguished themselves at the national level in the fields of sports, art, education administration etc.

(iv) direct dependents of political sufferers/freedom fighters;

(v) Any person deserving allotment on compensate grounds."]

27. Formation of Groups of Allottees. -The committee shall prepare a final list of allottees/hirers and shall place them in such group or groups as may be deemed expedient for the purpose of constituting a Registered Agency.

28. Entry of final list of allottees in a Register. -On the basis of final list of allottees/hirers, an allotment register shall be prepared in which names and other particulars of allottees/hirers shall be entered.

29. Issue, of Allotment Letter. -Intimation about allotment shall be sent by registered post or through a messenger of the Board to all persons who have become entitled to allotment of a dwelling unit/flat.

30. Intimation about grouping of allottees/hirers. -(1) Intimation about allotment mentioned in regulation 29 shall include the grouping of allottees/hirers for the purpose of formation of Registered Agency if any as determined by the committee.

31. Hire-purchase Tenancy Agreement. -(1) Each hirer shall execute a hire-purchase tenancy agreement in such form as may be prescribed by the Board before being given actual possession.

(2) Each hirer shall before executing the said agreement, pay to the Board the instalment of the price as provided in regulation 10.

32. Handing over of possession. -(1) The Possession of the property shall be handed over to the hirer On the fulfillment of the following conditions: --

(a) The hirer has paid the' first instalment and such other dues as have been demanded by the Board ;

(b) The hirer has executed the agreement mentioned in regulation 31

(2) In case of disposal of property by way of sale, the possession of the property shall be handed over to the allottee, after such allottee has paid 25 per cent of the consideration amount or such amount as is prescribed by the Board.

CHAPTER IV --REGISTERED AGENCY

33. Formation and Function of Registered Agency. -(1) All persons who have been grouped under regulation 17 shall constitute themselves to a Registered Agency (hereinafter called Agency) under these regulations which shall include as its objects the following :--

(i) To discharge such duties and responsibilities as are specified in these regulations and the agreements made thereunder for the proper maintenance, running, upkeep and keeping in good repair Common portions and common services of such property as have been allotted to its constituent members ;

(ii) To pay on behalf of the Agency and on behalf of each constituent member of such Agency all rates, taxes, fees, charges, assessments municipal or otherwise and other levies of whatsoever nature as provided in the regulations and agreements executed with the Board;

(iii) To look after the interest of constituent members ;

(iv) To execute with the Board agreements, lease-deed or documents, as specified in these regulations,--

(2) The Registered Agency shall be responsible at its own cost for carrying out current as well as special repairs to and maintenance of the common portions and common services to the satisfaction of the Board and in accordance with the provision of the relevant agreement ;

Provided that in case of failure in the discharge of such responsibility on the part of the Registered Agency, the Board may discharge it and the expenses thus incurred by the Board (whose decision as to the amount of such expenses shall be binding on the Agency) shall be recoverable from the Agency as arrears of land revenue.

34. Constitution of Registered Agency. -The constitution of the Agency and the bye-laws governing its/functioning shall be such as may be approved by the Board.

35. Application for Registration. -(1) Every such Agency shall make an application to the Chairman for registration under these regulations.

(2) The Chairman after he is satisfied that the constitution of the Agency is in accordance with these regulation, shall register such Agency and issue a certificate of registration, to the Agency and a certificate of membership to each constituent member of the Agency. Further if so directed by the Chairman, the Agency shall get itself registered under the Societies Registration Act, 1960 within such period as may be prescribed by the Chairman.

36. Execution of documents by Agency. -No hire-purchase agreement, lease-deed or other documents shall be executed with the Agency until the requirements of regulation 35 have been completed.

37. Election of Managing Committee. -The Chairman or any other officer authorised by him shall, as early as possible, call a meeting of the Agency for electing a President, Vice-President, Secretary, Treasurer and one member who shall together constitute the Managing Committee of the Agency.

38. Time Limit for Execution of Agreement. -The Agency shall within such period as may be prescribed by the Chairman execute the agreement in regard to common portions and common services with the Board.

39. Responsibility of registered agency about Services. -The Agency and each of its constituent member shall be responsible for ensuring that:--

(a) No damage or deterioration to the property handed over in terms of the agreement under these regulations, is caused;

(b) no installation or equipment connected with or provided as part of water supply, sewerage, storm water, drainage, electricity or other service shall be tampered with;

(c) no construction within the property shall be made otherwise than with the prior sanction of the Board ;

(d) no obstruction to a person duly authorised shall be caused so as to create difficulties in the discharge of his duties in connection with the matters arising out of the management of property ; and

(e) no obstruction to common portions shall be caused or misuse of the property shall be made such as ;

(i) occupying common passages, staircases, approaches and the like;

(ii) throwing garbage or refuse within the precincts of the property or outside it ;

(iii) Keeping a vehicle so as to obstruct the free movement; and

(iv) creating insanitation or nuisance.

40. Liability of Constituent Member. -The liability of each constituent member shall be limited to the liability prescribed in the constitution of the Agency as laid down in these regulations;

41 Control by the Board over the affairs of the Agency. -The chairman as the registering authority shall have the power to :--

(i) call for the information from the Managing Committee or any constituent member of the agency in connection with the affairs of the agency ;

(ii) regulate the relations between a constituent member and the agency;

(iii) call an extraordinary meeting of the Managing Committee or of the general body of the agency if in his opinion such a meeting is necessary or desirable;

iv) inspect on a complaint such record and account of the Agency as he may deem fit;

(v) issue any directive for securing the efficient functioning of the affair of the agency which shall be binding on the agency; and

(vi) revoke registration of the Agency for good and sufficient reasons to be recorded in writing.

(2) Where the registration of an agency has been revoked in pursuance of regulation (vi) of this regulation, the Chairman may either direct the formation of a new Registered Agency or take over functions of the Registered agency himself.

(3) Any dues payable to the Board by the Agency or its constituent members shall be deemed as rent and shall be recoverable by the Board as arrears of land revenue.

(4) If any dispute or difference of opinion arises between the President of the Managing Committee or the Managing Committee and constituent member of amongst members inter se or between any party connected with the property by which the Agency and the constituent members are concerned in terms of agreements with the Board, such dispute or difference of opinion shall be decided the Chairman or by his authorised representative after

hearing the parties concerned and his decision shall be final.

CHAPTER V

HIRE-PURCHASE TENANCY AND TRANSFER OF OWNERSHIP

42. Status of hirer. -[During the subsistence of Hire-purchase period, a hirer Shall remain the tenant of the Board and shall have no right except those under tenancy. He may, however, sub-let the premises wider intimation to the Board and, in doing so, it shall be the liability of the hirer to ensure that none of the terms and conditions of allotment hire-purchase is violated.

43. Enforcement of Provisions of agreement. -If the hirer of the Registered Agency as the case may be, fails to do anything or refrains from doing a thing as required by the agreement executed under the regulations, the Board shall have the power to get such things done or prevent such things being done at the risk and cost of the defaulting party.

44. Transfer of ownership to hirer. -The hire shall cease to be a tenant and shall become the owner of the property only after the last instalment of hire-purchase and all other dues have been paid by him to the Board and the transfer of the property to him has been effected through a conveyance deed lease deed executed in such form as may be prescribed by the Board and the common portions and common/services, if any, have also been taken care of.

45. Transfer of ownership to Allotment/Lessee. -When the property is disposed of by way of sale, the allottee/lessee shall become the owner only after the full price and all others dues have been paid by him to the Board and the transfer of the property has been effected through a conveyance/lease deed executed in such form as may be prescribed by the Board and the common portions and common services, if any, have also been taken care of.

46. Lease Deed for Land Under Flats. -(1) The land under and appurtenant to a property shall be allotted on lease-hold basis to the owners of the property on such terms and conditions as may be determined by the Board or as may be imposed on the Board by the transferor (Government) from time to time.

(2) A lease deed for the land specified in sub-regulation (i) shall be drawn up and executed in such form as may be prescribed by the Board.

47. Status of flat. -Each flat, together with its undivided interest in the common portions and common services, appurtenant to such flat, shall for all purposes constitute heritable and transferable immoveable property within the meaning of any law for the time being in force and accordingly, a flat owner may transfer, subject to the provision of these relations and any law in force, his flat and the percentage of undivided interest in the common portions and common services appurtenant to such flat by way of sale, mortgage, lease, gift, exchange or in any other manner whatsoever in the same manner, to the same extent and subject to the same rights, privileges and obligation, liabilities, investigations, legal proceedings, remedies and to penalty, forfeiture and punishment as any other immoveable property or make a bequest of the same under the laws applicable to the transfer and succession of immoveable property :

Provided that the common portion and common services shall remain undivided and no flat owner or any other person shall bring any action for partitions or division of any part thereof :

Provided further that each flat owner may use common portions and common services in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other flat owners.

48. Decision of the Board to be final. -If in or in connection with the exercise of its powers

and discharge of its functions by the Board, any dispute arises between the Board and the Registered Agency, an allottee or a hirer, the decision of the Board on such dispute shall be final.

49. Delegation of powers. -The Board may delegate all or any of its powers under these regulations to the Chairman or to any of the members or officers of the Board.

50. Relaxation. -Power to relax any of the provisions of these Regulations in any case or cases or exceptional circumstances to be recorded in writing shall rest with the Board.

51. Removal of Doubts. -If any doubt arises as to the interpretation of any provisions of these regulations, the matter shall be referred by the Board to the Administrator or such other authority, as may be specified by the Administrator and the administrator of such authority shall decide the same.

The Housing Board, Chandigarh (Eviction from Board Premises) Rules, 1979

Notification dated 22nd January, 1979.

(See Chandigarh Administration Gaz. (Extra) Dated 22.1.1979 Page 35-38)

No. 6919 UTFI(2) 78/1321. --With reference to Chandigarh Administration, Finance Department notification No. 6919-UTP(2)-78/19007, dated the 9th November, 1978, and in exercise of the powers conferred by sub-section [I] of section 73 of Haryana Housing Board Act, 1971; as extended to the Union Territory, of Chandigarh, is pleased to make the following rules namely :--

1. Short title. -These rules may be called the Housing Board, Chandigarh (Eviction from Board Premises) Rules, 1979.

2. Definitions. -In these rules unless the context otherwise requires: -

(1) 'Act' means the Haryana Housing Board Act, 1971, as extended to the Union Territory of Chandigarh ;

(2) 'Form' means a form appended-to-these rules ;

(3) 'Section' means a section of the Act ;

(4) All other words and expressions used but not defined in these rules and defined in the Act shall have the meaning respectively assigned to them in the Act.

3. Forms of Notice, Sections 51 and 52. -The notices shall be served under sections 51 and 52 in the following forms, namely :--

(a) under the proviso to sub-section (1) of section 51, as in form A;

(b) under sub-section (1) of section 52, as in form B ;

(c) under sub-section (I) of section 52, as in form C ;

(d) under sub-section (2) of section 52, as in form D ;

4. Mode of Service of Notice, Sections 51 and 52. -(1) A notice under sections 51 and 52 shall be served in any or all of the following manners, namely :--

(i) By delivering or tendering the notice to be served to the person to whom it is addressed and if such person is not found, to some other adult member or agent of his family and signatures of such person or family member or agent to whom the notice is delivered or tendered shall be obtained in token of acknowledgement of the service and such signatures shall be deemed to be the prima facie proof of service.

(ii) By registered post, acknowledgement due, addressed to the person or his agent empowered to accept service, at the place where the person or his agent ordinarily resides or comes on business or personally works for gain; and the acknowledgement purporting to be signed by the person or his agent or the postal article containing the notice is received back with an endorsement purporting to have been made by a postal employee to the effect that the person or his agent, as the case may be has refused to take delivery shall be deemed to be the prima facie proof of service.

(iii) By affixing a copy of notice on the outer door or some other conspicuous part of the premises from which the person is sought to be evicted, in the presence of two persons of the locality and the report of the person affixing the notice that he has so affixed the notice in presence of two persons shall be deemed to be the prima facie proof of service.

(2) The notice under sub-rule (1) of rule 4, may be served by any person in the service of the Board, or by any other person so authorised by the competent authority in this behalf, either by general or special order.

5. Manner of taking possession, Section 51 (2). -(1) For the purpose of taking possession of the premises under sub-section (2) of section 51, the competent authority or any officer or official empowered by him in this behalf may enter the premises at any time except before sunrise and after sunset.

(2) If any obstruction is offered or in the opinion, of the competent authority is likely to be offered, to the taking of possession of any premises, the competent authority may obtain necessary police assistance.

(3) Where any premises, the possession of which is to be taken under this rule is found locked, the competent authority or any officer or official empowered by him in this behalf may either seal the premises, or in the presence of two witnesses break open the locks or open or cause to be opened any door, gate or other barrier, and enter the premises, provided where any premises are forced open an inventory of the articles found in the premises shall be taken in the presence of the two witnesses.

6. Assessment of damages for un-authorized occupation, section 52.

(1) In assessing damages for unauthorised use and occupation of and of the Board premises the competent authority shall take into consideration the following matters, namely ;--

(a) the purpose and the period for which the Board premises were in unauthorised occupation;

(b) the nature, size of the premises and standard of the accommodation, available on such premises ;

(c) the market rent of the premises for the period of unauthorised occupation, such rent being calculated in accordance with the rules of the Chandigarh Administration or the formula, if any, decided by the Administrator from time to time ;

(d) any damage done to the premises during the period of unauthorised occupation;