



# CHANDIGARH HOUSING BOARD

CHANDIGARH ADMINISTRATION UNDERTAKING  
8, JAN MARG, SECTOR 9, CHANDIGARH -160 009, Ph: 4601612,

No. HB(S)/EA-V/2022/Admin/69

Dated, the 22.04.2022

## ORDER

**Subject: De-Linking of building violations in the built-up CHB units from the transfer / mutation of the Properties .**

The Board in its 425<sup>th</sup> meeting held on 08.03.2022, vide any other Item No.1, has decided as follows *'The Board observed that in Estate Office of U.T. Chandigarh, the transfer of properties is being allowed without linking with the building violations/misuse. After detailed deliberations, it was decided that the process being followed in the Estate Office of the Chandigarh Administration in such cases should be followed by the Chandigarh Housing Board. Accordingly, the transfer of the built-up units of CHB to be allowed without linking the issues of building violations/misuse, after obtaining an affidavit from transferor/seller and the transferee/purchaser that the transferee/purchaser will be responsible for all the consequences/actions/penalty etc with regard to the existing/new building violations/misuses.'*

The process being followed in the Estate Office of UT Chandigarh is in accordance with Memo No. 45/5/22-UTFI(5)-2016/4941 dated 27/05/2016.

In view of above, it has been decided that transfer of built-up units that have been allotted by the Chandigarh Housing Board is allowed on submission of an affidavit by the transferee as below: -

1. He/She/They shall be personally liable for settling all the court cases and dues so levied by the Chandigarh Housing Board or any other Authority/Agency for settling the past liabilities.
2. He/She/They will remove/regularize the building violation/misuse/unauthorised construction etc. as per the rules and procedure and also undertake to deposit the charges /penalty of the building violations if any .
3. He/She/They shall personally liable for settling the quasi-judicial proceedings pending on account of building violations, misuse and shall pay the composition fee as well as misuse charges or other applicable charges, as may be levied and demanded by the Chandigarh Housing Board or any other Authority/Agency, at any later stage.

  
(Yashpal Garg, IAS)

Chief Executive Officer,  
Chandigarh Housing Board,  
Chandigarh

To

1. Chief Engineer, CHB
2. Secretary, CHB
3. Chief Accounts Officer, CHB
4. Enforcement Officer, CHB
5. Administrative Officer, CHB
6. Senior Law Officer, CHB
7. All Accounts Officers, CHB
8. PA to Chairman, CHB for kind information of the worthy Chairman, CHB
9. PS to Secretary Housing, Chandigarh Administration
10. Computer Incharge, CHB to upload on the website

**INDEMNITY BOND**

**(For Transfer on the basis of Sale/Gift/Transfer Deed)**

This Indemnity Bond is made at CHANDIGARH, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Sh./Smt. \_\_\_\_\_ S/o,D/o,W/o Sh. \_\_\_\_\_ (hereinafter called as the Executant(s)).

WHEREAS the above said executant(s) has/have accepted the purchase/gift/transfer of Free Hold Dwelling Unit No. \_\_\_\_\_, Sector \_\_\_\_\_, Chandigarh from its owner Sh./Smt. \_\_\_\_\_ through Sale/Gift/Transfer Deed duly registered with the Sub-Registrar, U.T., Chandigarh at **Serial No. \_\_\_\_\_, Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Page No. \_\_\_\_\_, Dated \_\_\_\_\_** with full proprietary rights. The Executant(s) of this Indemnity Bond hereby applying for the transfer of the property.

1. AND WHEREAS the Executant(s) is/are desirous of getting the above property transferred in his/her/their name on the basis of Sale/Gift/Transfer Deed and the Secretary, Chandigarh Housing Board, U.T., Chandigarh has asked the Executants to Indemnify them by way of this Indemnity Bond.
2. That in case of building violation/misuse/unauthorised construction in the said property, the EXECUTANT(S) will remove/regularize the building violation/misuse/unauthorised construction etc. as per the rules and procedure and also undertake to deposit the charges /penalty of the building violations if any .
3. That the EXECUTANT(S) shall be personally liable for settling all the court cases / quasi-judicial proceedings and dues so levied by the Chandigarh Housing Board or any other Authority/Agency for settling the past liabilities.

**NOW THIS INDEMNITY BOND WITNESSETH AS UNDER:**

1. That in case the Secretary, Chandigarh Housing Board, U.T., Chandigarh or any of its employees would suffer any Loss on account of transfer, then the executants and he/ she/them shall be liable to make good the loss which may be sustained by the Chandigarh Housing Board or its employees on account of this transfer. The Executants shall remain liable to indemnify the Secretary, Chandigarh Housing Board, Chandigarh and or its employees for all such losses, damages and claims.
2. That if any persons will make any claim regarding said property, then the litigation of the same shall be defended by the Executants and the loss suffered by the Chandigarh Housing Board shall also be made good by the executants and his/her/their properties.
3. That the said property is free from all sorts of encumbrances and it is not charged, mortgaged or alienated in any manner and no underhand sale is involved in respect of the said property.

IN WITNESS WHEREOF, the executant(s) has/have set his/her/their hands, on this bond in the presence of the following witnesses, this Indemnity Bond is signed at Chandigarh.

Witness No. 1 \_\_\_\_\_

**EXECUTANT(S)**

(Signature)

Name

Address

Witness No. 2 \_\_\_\_\_

(Signature)

Name

Address



**AFFIDAVIT Of Seller/Donor/Transferor**

**(For Grant of NOC for Sale/Gift/Transfer Of Lease Rights)**

I/We, \_\_\_\_\_ S/o,D/o,W/o  
Sh. \_\_\_\_\_, resident of House No. \_\_\_\_\_  
do hereby solemnly affirm and  
declare as under:

1. That the above said deponent(s) are the absolute and undisputed owner(s) of the property, detail of which is given below:-  
FLAT/DWELLING UNIT NO. \_\_\_\_\_  
SECTOR \_\_\_\_\_, CHANDIGARH.
2. That I/we apply for the grant of NOC for Transfer of lease rights by way of Sale/Gift/Transfer of the above mentioned property in favour of Sh./Smt. \_\_\_\_\_ S/o, D/o, W/o Sh. \_\_\_\_\_.
3. That the property in question is free from all sorts of encumbrances i.e. mortgage/charge/ lien etc. and there is no stipulation on transfer in any manner.
4. That there is no dispute/Litigation pending in any court of law regard to the title / ownership of above detailed property and there is no stay on sale/transfer/gift/alteration of property.
5. That the outstanding dues/Ground Rent in respect of the said property has not been/has been paid.
6. That in case of building violation/misuse/unauthorised construction in the said property. The transferee shall personally liable for settling the quasi-judicial proceedings pending on account of building violations, misuse and shall pay the composition fee as well as misuse charges or other applicable charges, as may be levied and demanded by the Chandigarh Housing Board or any other Authority/Agency, at any later stage. The transferee will remove/regularize the building violation/misuse/unauthorised construction etc. as per the rules and procedure and also undertake to deposit the charges /penalty of the building violations if any .
7. That the transferee shall be personally liable for settling all the court cases and dues so levied by the Chandigarh Housing Board or any other Authority/Agency for settling the past liabilities.

Place: Chandigarh.

Dated:

DEPONENT

**VERIFICATION :-**

I/We, the above named deponents do hereby verify that the above information is correct to the best of my/our knowledge and belief and nothing has been concealed therein. In case of any concealment or misrepresentation in the aforesaid affidavit is found at any stage then legal action may be taken against me/us under Section 182 IPC, Section 415 read with section 417 & 420, as the case may be.

Place: Chandigarh

DEPONENT

Dated:

 22/04/2022

**AFFIDAVIT of Purchaser/Donee/Transferee**

**(For Grant of NOC for Sale/Gift/Transfer of Lease Rights)**

I/We \_\_\_\_\_

do hereby solemnly affirm and declare as under:

1. That I/We have agreed to accept purchase/gift/transfer of \_\_\_\_\_ following property from its allottee/transferor namely Sh./Smt. \_\_\_\_\_ S/o, W/o, D/ \_\_\_\_\_

R/o \_\_\_\_\_

**FLAT/DWELLING UNIT NO.** \_\_\_\_\_

**SECTOR** \_\_\_\_\_, **CHANDIGARH.**

2. That I/we hereby undertake to pay all sums due to the Secretary, Chandigarh Housing Board, U.T., Chandigarh in connection with the above said property mentioned above and to abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed there-under. I/we also abide by the conditions mentioned in the allotment letter as well.
3. That in case of building violation/misuse/unauthorised construction in the said property. I/We shall personally liable for settling the quasi-judicial proceedings pending on account of building violations, misuse and shall pay the composition fee as well as misuse charges or other applicable charges, as may be levied and demanded by the the Chandigarh Housing Board or any other Authority/Agency,, at any later stage.
4. That I/We will remove/regularize the building violation/misuse/unauthorised construction etc. as per the rules and procedure and also undertake to deposit the charges /penalty of the building violations if any .
5. That I/We shall be personally liable for settling all the court cases and dues so levied by the Chandigarh Housing Board or any other Authority/Agency for settling the past liabilities.
6. That I/we will not make the fragmentation in the site/property.
7. That the aforesaid dwelling unit is being used for the purpose prescribed in the Allotment letter or for such activities and to such extent as have been allowed by the Chandigarh Housing Board.
8. My/Our specimen signature are as under:-

\_\_\_\_\_  
\_\_\_\_\_

Place: Chandigarh.

Dated:

DEPONENT

**VERIFICATION :-**

I/We, the above named deponents do hereby verify that the above information is correct to the best of my/our knowledge and belief and nothing has been concealed therein. In case of any concealment or misrepresentation in the aforesaid affidavit is found at any stage then legal action may be taken against me/us under Section 182 IPC, Section 415 read with section 417 & 420, as the case may be.

Place: Chandigarh

DEPONENT

Dated:

