



**CHANDIGARH
HOUSING BOARD**
A CHANDIGARH ADMINISTRATION UNDERTAKING

8, Jan Marg, Sector 9-D, Chd.
www.chbonline.in
E-mail: info@chbonline.in

No.: CHB/ AO-I/2024/ 17540

Dated: 20/11/2024

Possession Slip No.....

Dated received

(Signature of the allottee)

Date of physical
possession

(To be filled by office)

To

Sh. Vineet Baweja S/o Sh. Kamal Kant Baweja &
Smt. Pooja Khokhar D/o Sh. Satvir Singh,
#891, Sector 41-A, UT, Chandigarh.
Mob: 9878071904.

Subject: Allotment of dwelling unit no. 5530-2, Category-IV, Manimajra, UT, Chandigarh on Free Hold basis.

Dear Sir/Madam,

Reference your highest Bid through E-Tender on dated **05.09.2024** in respect of dwelling unit cited in the subject.

As a result of your bid through E-Tender held on **05.09.2024** and concluded on **05.09.2024**, above noted property details whereof are given below, is hereby allotted to you on Freehold basis on the terms and conditions mentioned hereinafter :-

D.U. No.	Cat. & Sector	Area in Sq. Fts	E-tender price
5530-2	Manimajra (Cat. IV)	884	Rs.56,11,000/-

1. The allotment of above mentioned dwelling unit shall be governed by the provisions of the Haryana Housing Board Act, 1971, as extended to Union Territory of Chandigarh and Rules/Regulations made there under from time to time. You shall also abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and rules and regulations made there under from time to time, and the Chandigarh Housing Board (Allotment, management and sale of Tenements), Regulations 1979, as amended from time to time

2. The sum of **Rs.11,70,000/-** (after adjustment of EMD **Rs.2,00,000/-** and excluding of TDS) paid by you on dated **09-09-2024** as 25% of the premium of dwelling unit has been adjusted in premium payable in respect of the said Freehold property and the Agreement to Transfer Freehold Rights was executed in Form 'B'. In compliance with terms of E-Tender, the remaining 75% of the premium i.e. **Rs.41,65,889.5/-** (excluding TDS) has been paid on **23-10-2024, 24-10-2024, 02-11-2024 & 05-11-2024** within a period of 90 days from date of sale, by means of RTGS on dated **23-10-2024, 24-10-2024, 02-11-2024 & 05-11-2024** in favour of Chandigarh Housing Board and has been credited in CHB Account no. 50100159943414 with the HDFC Bank Ltd., SCO 46-47, Sector-9 D, Chandigarh.

i)	Total Consideration/Bid amount	:	Rs.56,11,000/-
ii)	25% of the Bid amount paid on 09-09-2024 including EMD of Rs.2,00,000/- and TDS of Rs.14028/-	:	Rs.14,02,750/-
iii)	Balance 75% of the Bid amount paid on 23-10-2024, 24-10-2024, 02-11-2024 & 05-11-2024 (Including TDS of Rs.42082.5/-)	:	Rs.42,08,250/-

The amount and the payments, if any, to be made in future in respect of any dues should be deposited with HDFC Bank Ltd., SCO 46-47, Sector-9 D, Chandigarh in the Account No. 50100159943414 on the pay-in-slip to be obtained from the above Bank.

"NO PAYMENT WILL BE ACCEPTED AT THE RECEPTION COUNTER OF THE BOARD"

In case the payment is remitted to the Board through post or otherwise and received/accepted by the Board inadvertently, you shall do so at your own risk and shall be liable to pay interest/penalty for the delay, if any, up to the date of its credit in the prescribed Bank account of the Board.

(i) In case the last date of making the payment and submitting the documents as per terms of allotment happens to be a holiday or is closed due to curfew/bandh/strike or law and order problem causing involuntary delay, the payment made on the date next following the last date shall be deemed to have been made on the last date.

3. The possession of the dwelling unit shall be handed over only after you have completed all the formalities and paid all the dues and furnished/executed all the documents as required/prescribed under the terms and condition of E-auction/rules and in the allotment letter.

- a) Agreement to Sell in the enclosed form prescribed under the Chandigarh Housing Board (Allotment, Management and Sale of Tenements) Regulations, 1979.
- b) The latest passport size photograph duly attested by a Gazetted Officer or a local M.P. or Member of the Board.
- c) Self-attested photocopy of pay-in-slip in respect of amount deposited.
- d) Self attested photocopy of Certificate of membership.
- e) A copy of Aadhaar Card and PAN Card.

In case the physical possession of the property is not taken at Site within 6 months of the date of issue of allotment letter, the allotment of the dwelling unit shall be liable to be cancelled.

(ii) The property shall be handed over on "as is where is" basis and the Board will not entertain any complaint whatsoever regarding property circumstances.

4. You shall submit a self-attested photocopy of "Certificate of Membership" within six months of the issue of this letter. As a member of the Registered Agency for the group of H. No's. _____ to _____, you shall be responsible for ensuring that no obstruction is caused to the use of the common portions and services and shall comply with all the provisions as laid down under Chapter IV of the Chandigarh Housing Board (Allotment, Management & Sale of Tenements) Regulations, 1979 failing which the Board shall have the right to cancel the registration/Allotment and initiate eviction proceedings."

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

6. (i) All fees, taxes, charges, assessments, municipal or otherwise, and other levies of whatsoever nature, shall be borne by you and shall be paid direct to the authorities concerned within the specified period.

(ii) Prompt payment of water and electricity charges etc. shall have to be made by you direct to the authorities concerned.

7. You shall sign and execute all papers, agreements and documents etc. relating to the dwelling unit allotted to you which may be required to be executed and signed by you at any time by the Board within one month from the date of issue of notice to this effect or within the extended time failing which your allotment shall be liable to be cancelled and you shall be liable to be evicted from the dwelling unit following the procedure laid down under Rules as framed under Chapter VI of the Haryana Housing Board Act, 1971, as extended to Union Territory of Chandigarh. However, the Chairman or any other Officer authorised by the Board may extend the referred period of one month from time to time to four months in aggregate from the date of issue of notice on receipt of written request to this effect. Further, the Chairman may revive the allotment on payment of penalty equal to 1% of the total consideration of the dwelling unit before referring the case for eviction to the Competent Authority under Chapter VI of the Act.

8. The DWELLING UNIT / BUILDING can be further sold, alienated transferred etc. after the execution of Conveyance Deed with the CHB as per law and the transfer policies of CHB applicable to Freehold properties.

- (a) the right, title and interest can be mortgaged in favour of the Government, Life Insurance Corporation or any Scheduled Bank or any Corporate Body.

Provided that the Board shall have first and paramount charge on the said property for the unpaid portion of purchase price and other dues outstanding against you, including penalty, if any.

- (i) You shall not transfer the dwelling unit or your rights therein through the execution of Power of Attorney, Agreement to sell, Will etc.

9. The cost of stamp to be affixed on the documents and agreements, conveyance deed etc. typing charges and registration charges thereof will also be payable by you.

10. Open spaces included in the residential area shall be maintained by the owner to the entire satisfaction to the Chandigarh Housing Board, Chd Admn. Other terms and conditions regarding use and maintenance of the residential flats shall be governed by the Standard Design conditions.

11. No addition and alterations in the dwelling unit shall be made by you without the prior approval in writing of the Board and it shall be used only for the purpose of residence and for no other purpose.

12. The Board by its officers and servants at all reasonable time and reasonable manner after 24 hours notice in writing enter in and upon any part of the said dwelling unit for the purpose of ascertaining whether you have been duly observing the conditions of allotment.

13. (i) The allottee shall be bound to comply with the conditions as to use, if any, imposed either under the letter of allotment or Conveyance Deed, as the case may be, as well as any conditions imposed on the Board by the Government while transferring land to the Board.

(ii) The allottee and any other person occupying the property shall abide by the provisions of the Haryana Housing Board Act, 1971 as extended to Chandigarh, as amended, and Capital of Punjab (Development & Regulation) Act, 1952, Rules and Regulations made there under from time to time.

Provided where the person(s) occupying the property is other than the allottee, the responsibility to abide by the provisions of the above stated Acts, Rules and Regulations shall be joint and several on the part of occupant and the allottee.

14. In case of any contravention/breach of the terms and condition of this allotment letter as also those of the provisions of the Chandigarh Housing Board (Allotment, Management and Sale of Tenements) Regulations, 1979, the allotment shall be liable to be cancelled and the amount forfeited as specified in terms and conditions of E-Tender.

15. All powers exercisable by the Board may be exercised by the Chairman, Chandigarh Housing Board, Chandigarh.

16. If any dispute or difference of opinion arises regarding interpretation of the wording of the prescribed terms and conditions of allotment or the agreement made there under or any decision taken or proposed to be taken in accordance with the rules and regulations made from time to time under the Act *ibid*, the Board shall take a decision and such decision shall be final and binding on the allottee.

17. If the allotment is cancelled before taking the physical possession of the dwelling unit, either at your own request or due to your failure to fulfil the requirements as specified in Clauses 2 and 3 of this allotment letter, the Board's obligation to allot you a dwelling unit shall be deemed to have been discharged and your registration with the Board for the allotment of a dwelling unit shall be deemed to have been cancelled. Thereafter your money deposited with the Board shall be refunded after forfeiting 10% of total consideration price/Bid amount.

18. Notwithstanding anything mentioned above, Chandigarh Housing Board may, by notice in writing, cancel the allotment and forfeit whole or any part of money, if any, paid in respect thereof which in no case shall exceed 10% of the consideration money plus market rent fixed by the Board, interest and other dues payable in respect of the sale of the Dwelling Unit/building, on the ground of default or breach/ non-compliance of any terms and conditions of allotment as well as terms and conditions of E- auction.

Provided that no order regarding cancellation of allotment/forfeiture under this rule shall be made unless the transferee has been given a reasonable opportunity of being heard.

(i) In the event of allotment/conveyance deed of dwelling unit/building being cancelled, the transferee shall remove the fixtures/structure at his own expense within such reasonable time, not exceeding three months, as may be prescribed by the Chandigarh Housing Board, and restore possession of the building in the condition in which he took the same at the commencement of the allotment. If the allottee/transferee fails to remove the structure within the period mentioned above, the Chandigarh Housing Board shall be competent to remove the same and recover the expenses incurred in doing so from the person whose allotment had been cancelled or E-tender the dwelling unit/building along with the structure/fixtures and after deduction the value of the building, refund the balance to the transferee. The Chandigarh Housing Board shall determine the market value and decision shall be subject to a right of appeal, be final and binding.

(ii) If the allotment is cancelled in the event of the affidavit filed in the prescribed form along with the application or at the time of allotment with regard to the eligibility being found false at any stage, the Board would in addition to the cancellation of your registration with the Board and the allotment of the dwelling unit, forfeit the deposits received with the application and all the payment made to the Board thereafter in addition to the penal consequences under the law.

19. If the allotment is cancelled after taking the physical possession of the Dwelling Unit either at your own request or on the ground of breach of any condition of allotment, the Board shall forfeit a sum equal to 10% of the total consideration/bid amount of the dwelling unit in addition to ground rent already paid or payable to the Board and on payment of rent in respect of dwelling unit as determined by the Board, for the period commencing from the date of issue of allotment letter to the date of handing over possession back to the Board. Thereafter the dwelling unit shall vest in the Board.

20. The rate of interest to be charged under this allotment letter shall be 12% per annum, i.e. as applicable to the Scheme framed by the Board.

21. You shall intimate the Board about any change in your correspondence address within 15 days of the change failing which you shall remain liable and responsible for all the consequences flowing from such non-intimation.

22. In this allotment letter, unless the context otherwise requires:-

(a) 'Act' means the Haryana Housing Board Act, 1971 as extended to the Union Territory of Chandigarh as amended from time to time.

(b) 'Allotment' means allotment under the Self Financing System on the terms and conditions prescribed in this letter.

(c) 'Allottee' means a person to whom a dwelling unit has been allotted under the Self Financing System on the terms and conditions prescribed in this letter

(d) 'Board' means the Chandigarh Housing Board constituted under Section 3 of the 'Act'.

(e) 'Consideration' means the price of a dwelling unit as fixed by the Board for allotment of such property by way of sale on freehold basis.

(f) 'Deposit' means the initial amount payable by an applicant alongwith his application for allotment of dwelling unit.

(g) 'Dwelling unit' means dwelling unit no. 5530-2, Category-IV, Manimajra, UT, Chandigarh on Free Hold basis belonging to the Board and allotted to Sh. Vineet Baweja S/o Sh. Kamal Kant Baweja & Smt. Pooja Khokhar W/o Sh. Vineet Baweja through E-tender which is intended to be used by a family for the habitation.

(h) 'Property circumstances' means and includes the nature and condition of the building and premises, the type and nature of construction, specification adopted therefore, material used and the workmanship stability or the durability of the structure, the type of accommodation, pattern of installation, fittings, fixtures and other amenities and all such other things those constitute the property as they exist in the dwelling unit.

(i) Other words and expressions used here-in-above but not defined in these clauses shall have the same meaning assigned to them as in the Act and the Rules and Regulations made there under from time to time.

Sd/-
ACCOUNTS OFFICER - I
FOR CHAIRMAN,
CHANDIGARH HOUSING BOARD
CHANDIGARH.

Endst. No. AO-I/ 17541

Dated: - 20/11/2024

A copy is forwarded to the following for information and necessary action.

✓ 1. Computer In-charge, CHB

[Signature]
ACCOUNTS OFFICER - I
FOR CHAIRMAN,
CHANDIGARH HOUSING BOARD
CHANDIGARH.

Shalu

Sh. Alot

CI/CHB/5088
21/11/24

by
21/11/24