CHANDIGARH HOUSING BOARD
A CHANDIGARH ADMINISTRATION UNDERTAKING

**8, Jan Marg, Sector 9-D,
Chandigarh
0172 - 2511141**

No. 128 Date: 17-11-2026

ORDER

The Hon'ble Administrator, U.T., Chandigarh in partial modification of the Circular No 45/5/22-UTFI(4)-2018/20869 dated 12.11.2018 as applicable to Chandigarh Housing Board, is pleased to approve the following policy in order to mitigate the hardships faced by the Chandigarh Housing Board allottees **as a one-time exception for a period of six months from the date of issuance of this order.**

GENERAL POWER OF ATTORNEY / SUB GENERAL POWER ATTORNEY TRANSER/ TRANSACTION POLICY

The General Power of Attorney/Sub General Power Attorney transfer/transactions are now a misnomer as these are legally not permissible in case of immovable property. The Apex Court of India in Suraj Lamp and Industries Pvt. Ltd. VS State of Haryana (2011 (4) RCR(Civil)669) has declared that no immovable property can be legally transferred or conveyed through a General Power of Attorney, Agreement to Sell or Will as these transactions/sales neither convey title nor create any interest in an immovable property. They cannot be recognized as deeds of title, except to the limited extent of Section 53-A of the Transfer of Property Act. Such transactions cannot be relied upon or made the basis for mutations in Municipal or Revenue Records.

However, if these are entered **before 11th October 2011** (Date of Decision of the Apex Court), these may be relied upon to apply for regularization of the allotments/leases by Development Authority. Accordingly, the present policy is made in view of the window provided by Hon'ble Supreme Court of India. **This policy is applicable only for those documents (GPA/SPA/ATS/Will) which were executed before 11th October, 2011.**

Transactions should comprise of:

1. (General Power of Attorney) (With the Authority to manage) + (Special Power of Attorney) (With the Authority to sell) and it shall be by way of two separate attorneys or it may be in one attorney.

   a) Since, registration is not legally mandatory for attorneys'; both registered and unregistered Attorney's (GPA and SPA) are acceptable documents. In case of unregistered attorney's, date of issue of the stamp paper as well as the date of execution of the attorney is taken into consideration to examine whether the attorney is executed before 11.10.2011.

   b) The attorneys must be executed by the authorized person/lessor/ vendor/ allottee.

   c) In case of more than one attorney, a proper linkage from the allottee to the applicant (purchaser) must be established by the applicant.

   d) In case, if any attorney has been cancelled/revoked, it must be done after following the due procedure and all such details shall be furnished by the applicant.

2) Agreement of Sale (ATS) of the Property should:-

   a) Be executed between the vendor and the applicant (Purchaser)

   b) Establish / prove the payment of full consideration money.

   c) Establish / prove the delivery of possession to the purchaser.

   d) Be witnessed by at least two attesting witnesses.

   e) Be signed by the vendor/allottee

   f) Bear signatures comparable with the admitted signatures of the allottee/vendor as per the record of Chandigarh Housing Board.

   g) Should not have any cutting, overwriting or tampering in the document. If any, then the same must be duly counter signed by the allottee/vendor.

Important: -

a) In case of more than one Agreement to Sell in a chain of transactions, the proper linkage from the allottee up to the applicant (purchaser) must be established by the applicant.

b) In case of any doubt with regard to the terms of the agreement, the documents like affidavit, Indemnity Bonds etc. executed by the allottee may be submitted for clarification by the applicant.

c) In case of any doubt regarding the signatures of the allottee, the signatures of the allottee duly attested by the Executive Magistrate may be submitted for comparison with the signatures of the allottee in the allotment file/record (application form and subsequent correspondence etc.).

d) The vendor must be competent to execute the agreement of sale of the property in question i.e. the vendor must have right/title/interest in the property at the time when he/she sold the same under the said agreement. A spouse cannot transfer the property of the other spouse (his/her wife/husband).

e) In case of alleged loss/misplacement of the agreement to sell, the applicant must submit a D.D.R (Daily Diary Report) and any other document i.e. affidavit/ indemnity Bond etc. of the allottee/vendor, establishing the facts of the transaction (payment + delivery) or photocopy of the agreement.

f) The 'Will' must be executed by the allottee/vendor in favour of the applicant or his nominee etc. with respect to the said property.

General Conditions: -

(1) The applicant must have at least two documents in his favour e.g.

GPA / Sub GPA + Agreement to Sell / Will

Or

SPA + Agreement to Sell / Will

(2) In case the applicant has only Agreement to Sell in his favour and SPA/GPA or SGPA are in favour of another person(s), then the person

having Power of Attorney to sell/dispose of the property, can transfer the property in favour of the person having Agreement to Sell (applicant), under the consensual (Mutual) transfer policy of Chandigarh Housing Board.

However, in that case other conditions of the GPA Policy must be fulfilled.

(3) On the date of application for transfer, the prescribed lock-in-period as per terms and conditions of allotment has been completed / over.

(4) All outstanding dues up to the date of transfer are paid.

(5) The transferee (applicant) is competent to contract i.e.

a. of sound mind.

b. of the age of 18 years or above(major).

c. is not disqualified from contracting by any law to which he is subject.

(A minor/insane through a guardian/authorized person can apply after having followed procedure under Law for the appointment of such guardian by the competent court of law).

(6) The property in question is free from any dispute / litigation qua the title of the property.

(7) If the purchaser of the property has died, then all or anyone of the legal heirs, can apply for transfer of the property, provided that other legal heirs have relinquished his / her rights in his / her favour.

(8) In all cases, the original documents pertaining to the GPA Transactions must be submitted to Chandigarh Housing Board and these will become the part of the property file of CHB.

(9) If the GPA/SPA holder is other than the applicant, then GPA/ SPA holder must surrender the original GPA/SPA and also give a no objection in the form of an affidavit for the proposed transfer.

(10) The GPA / SPA / Will /Agreement to Sell must be executed before 11th Oct. 2011. In case of unregistered documents; date of issue of the stamp paper as well as the date of execution of the document is taken into consideration to examine whether the document is executed before 11.10.2011.

(11) In case the agreement to sell under the GPA transaction has been executed on or after 24/09/2001, then the applicant shall pay an amount equal to **the stamp duty and registration charges** applicable on the last GPA / SPA / Agreement to Sell / Will as the case may be, to the State Exchequer in order to reimburse the loss of the revenue. The stamp duty and registration charges shall be charged as per the current circle rate /collector rate, notified by the Administration as applicable or the consideration money mentioned in the agreement, whichever is higher. The amount will be intimated by the Chandigarh Housing Board after processing the case.

(12) This policy is applicable to properties allotted on leasehold basis / HPTA / freehold basis only. It is not applicable to properties allotted on license / rental basis.

(13) Each page of the application form and declaration must be signed by the applicant, with date.

(14) The Chandigarh Housing Board shall execute a duly registered Sub-Lease Deed with its allottee/ transferee etc., wherever required.

(15) Where the age of original allottee is more than 90 years and it is not possible to locate and establish the whereabouts of the original allottee, it shall be assumed that executants /allottee is not alive, Chandigarh Housing Board shall process the case for transfer of dwelling unit on the basis of Registered Will. However, transfer fee as applicable shall be charged.

(16) In order to ascertain the genuineness of the GPA/SPA/ATS/Will transaction, the date of purchase/issue of the stamp paper along with date of execution of the document must be checked.

Fees to be charged: -

1. Processing Fee

(i)	EWS/ORT/One Room	-	Rs. 500 /- plus GST.
(ii)	LIG/Cat-IV/One BR	-	Rs. 2000 /- plus GST
(iii)	MIG/Cat-III/2 BR	-	Rs. 6000 /- plus GST
(iv)	HIG/Cat-I/II/3 BR	-	Rs. 8000/- plus GST
(v)	HIG (Independent)	-	Rs. 12000/- plus GST
(vi)	Commercial Properties	-	Rs. 20000/- plus GST.

2. Transfer fee:-

2.1 RESIDENTIAL PROPERTIES-

Transfer Fee or the unearned increase as notified by the Chandigarh Administration, for residential property.; -

(a) 15% of the revised consideration money or the unearned increase as notified by the Chandigarh Administration, wherein the GPA/SPA/ATS/Will after lock-in-period.

OR

20% of the revised consideration money wherein the GPA/SPA/ATS/Will was executed within lock-in-period.

(b) Extra 10% of revised consideration money where more than two GPA / SPA /ATS / Will are involved or the unearned increase as notified by the Chandigarh Administration.

2.2 COMMERCIAL PROPERTIES-

2.2.1:- (allotted through auction);-

The transfer fees of Commercial Properties that were sold by the Chandigarh Housing Board through auction/tender i.e. competitive bidding process, **to be charged on the lines of Estate Office** with applicable GST which is given as follow:-

Type	Coverable Area	Open Area
Booth/ Bay Shop (Single Storey)	Rs. 400/- per sq.yd.	Rs. 200/- per sq.yd.
SCF	Rs. 600/- per sq.yd	Rs. 200/- per sq.yd.
SCO	Rs. 800/- per sq.yd.	Rs. 200/- per sq.yd.

Note: It is clarified that these charges are for the area of the site, and not for the floor wise area of the building.

2.2.2 :- (allotted through DRAW/ ALLOTMENT):-

The commercial units allotted other than auction/tender process (competitive bidding); the Chandigarh Housing Board is charging 25% of UEI on the lines of the fees being charged by the Estate Office, Chandigarh Administration and the same to continue.

3. Publication Charges :-

Residential Property:-Rs. 10,000/- plus GST.

Commercial property: - Rs. 10,000/- plus GST.

Time to be taken:

i) A Public Notice giving 15 days time for inviting objections to the proposed transfer will be published within 7 days from the receipt of the application.

ii) Processing the case within 21 days from the publication of public notice"

Date: 17-11-2026

D. Karthikeyan, IAS,
Chief Executive Officer,
Chandigarh Housing Board
Chandigarh

Endst. No. HB(S)/EA-III/2026/E-3265916 Date: 17-11-2026

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

1. Finance Secretary, Chandigarh Administration.
2. Secretary Estate, Chandigarh Administration.
3. Secretary Housing, Chandigarh Administration.
4. Legal Remembrancer, U.T., Chandigarh.

Dorabh Kumar

Date: 17-11-2026

Secretary,
Chandigarh Housing Board,
Chandigarh

Endst. No. HB(S)/EA-III/2026/E-3265916 Date: 17-11-2026

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

1. Chief Engineer, CHB;
2. Superintending Engineer I/II, CHB;
3. Chief Accounts Officer, CHB;
4. Accounts Officer-I/II/III/IV/V/ (Colony), CHB
5. Senior Law Officer, CHB;
6. Chief Liaison Officer, CHB;
7. Computer Section, CHB – for uploading the same on the website;
8. P.A. to Chairman/C.E.O/ Secretary, CHB for kind information of officers and;
9. Office order file.

Dorabh Kumar

Date: 17-11-2026

Secretary,
Chandigarh Housing Board,
Chandigarh