

FORM - VII

(AFFIDAVIT TO BE FURNISHED BY TRANSFERER FOR ADDITION OF NAME OF SPOUSE ON A NON-JUDICIAL STAMP PAPER OF RS. 3/- DULY ATTESTED BY MAGISTRATE 1ST CLASS)

I, _____ son / wife of Sh. _____, aged _____ years, resident of House No. _____, Sector _____, Chandigarh, do hereby solemnly affirm and declare as under :-

1. That I am registered with the Chandigarh Housing Board for allotment of a Category _____ dwelling unit against Regn. No. _____ and have been allotted H.No. _____/ allocated _____ floor, in Sector _____, Chandigarh vide memo No. _____ dated _____.

2. That Shri / Smt. _____ is my wife / husband / mother / father / son / daughter / brother / sister and I intend to add her / his name as a joint allottee, i.e. transfer 50% of his / her rights / interest in the allotment of H.No. _____ / allocation of _____ floor, in Sector _____, Chandigarh and also in the deposits made with the Board in this regard in his / her favour voluntarily.

3. That no lease / conveyance deed has so far been executed by the Chandigarh Housing Board in my favour in respect of my rights / interest in the said dwelling unit.

4. That I have paid the upto date dues in respect of the said dwelling unit.

5. That the dwelling unit is free from any litigation and no civil suit or any legal proceedings in respect of the said dwelling unit are pending in any court of law or before any legal authority.

Place : _____

DEPONENT

Dated : _____

VERIFICATION :

I, the above named deponent, do hereby verify that the contents of paras 1 to 5 of my above affidavit are correct and believed by me to be true and nothing has been concealed therein.

Place : _____

DEPONENT

Dated : _____

FORM - VIII

**(AFFIDAVIT TO BE FURNISHED FOR ADDITION OF NAME OF SPOUSE
OR ON A NON-JUDICIAL STAMP PAPER OF RS. 3/- DULY ATTESTED BY
MAGISTRATE IST CLASS)**

I, _____ wife / son of Sh. _____, aged _____ years, resident of House No. _____, Sector _____, Chandigarh, do hereby solemnly affirm and declare as under :-

1. That I am the wife / husband / mother / father / brother / sister / son / daughter of Sh/Smt. _____ who is registered with the Chandigarh Housing Board for allotment of a Category ___ flat against Regn. No. _____ and has been allotted H.No. ___/ allocated ___ floor, in Sector ____, Chandigarh vide memo No. _____ dated _____.

2. That Shri / Smt. _____ intends to add my name as a joint allottee, i.e. transfer 50% of his / her rights / interest in the allotment of H.No. _____/ allocation of _____ floor, in Sector _____, Chandigarh and also in the deposits made with the Board in this regard in my favour voluntarily to which I have no objection.

3. That my date of birth is _____ and I am _____ years old.

4. That I am a citizen of India.

5. That I shall accept the transfer of 50% rights / interest of the above-said Shri / Smt. _____ in the allotment of H.No. _____ / allocation of _____ floor, in Sector _____, Chandigarh and shall abide by the terms and conditions relating to the allotment of the said dwelling unit.

6. That I or my husband / wife or any of my dependent relation including unmarried children do not own on free-hold or lease-hold or hire-purchase basis a residential plot or house in the Union Territory of Chandigarh or in any of the Urban Estates of Mohali or Panchkula.

7. That I have not acquired a house / residential site any where in India through Govt./ Semi Govt. / Municipal Committee / Corporation / Improvement Trust at concessional rate, i.e. at fixed / reserved price, in my name or in the name of any dependent member of my family.

Place : _____

DEPONENT

Dated : _____

VERIFICATION :

I , the above named deponent, do hereby verify that the contents of paras 1 to 7 of my above affidavit are correct and believed by me to be true and nothing has been concealed therein.

Place : _____

DEPONENT

Dated : _____

FORM - IX

(AFFIDAVIT TO BE FURNISHED BY TRANSFERER FOR DELETION OF HIS / HER NAME ON A NON-JUDICIAL STAMP PAPER OF RS. 3/- DULY ATTESTED BY MAGISTRATE 1ST CLASS)

I, _____ son / wife of Sh. _____, aged _____ years, resident of House No. _____, Sector _____, Chandigarh, do hereby solemnly affirm and declare as under :-

1. That I and my wife / husband / son / daughter / mother / father / brother / sister Smt. / Sh. _____ son of Sh. _____, had applied to the Chandigarh Housing Board as joint applicants for the allotment of a Category _____ dwelling unit against Regn. No. _____ and have been allotted H.No. _____/ allocated _____ floor, in Sector _____, Chandigarh in joint names vide memo No. _____ dated _____.

2. That I intend to get my name deleted from the said Registration and allocation of floor / allotment of dwelling unit No. _____ in Sector _____, Chandigarh, i.e transfer my 50% of rights / interest in the allotment / allocation of dwelling unit in Sector _____, Chandigarh and in the deposits made with the Chandigarh Housing Board, voluntarily in favour of the joint applicant namely Sh./Smt. _____.

3. That no lease / conveyance deed has so far been executed by the Chandigarh Housing Board in my favour in respect of my rights / interest in the said dwelling unit.

4. That I have paid the upto date dues in respect of the said dwelling unit.

5. That the dwelling unit is free from any litigation and no civil suit or any legal proceedings in respect of the said dwelling unit are pending in any court of law or before any legal authority.

Place : _____

DEPONENT

Dated : _____

VERIFICATION :

I , the above named deponent, do hereby verify that the contents of paras 1 to 5 of my above affidavit are correct and believed by me to be true and nothing has been concealed therein.

Place : _____

DEPONENT

Dated : _____

FORM - X

(AFFIDAVIT TO BE FURNISHED BY TRANSFEREE FOR DELETION OF SPOUSE NAME ON A NON-JUDICIAL STAMP PAPER OF RS. 3/- DULY ATTESTED BY MAGISTRATE 1ST CLASS)

I, _____ son / wife of Sh. _____, aged _____ years, resident of House No. _____, Sector _____, Chandigarh, do hereby solemnly affirm and declare as under :-

1. That Shri _____ son of Sh. _____ aged _____ years , resident of _____ is my husband / son / mother / father / brother / sister.

OR

That Smt. _____ , aged _____ years , resident of _____ , is my wife / sister / mother / daughter.

2. That I and my wife / husband Smt. / Sh. _____ , had applied to the Chandigarh Housing Board for the allotment of a Category _____ dwelling unit in joint names and were registered against Regn. No. _____ and allocated _____ floor / dwelling unit No. _____ in Sector _____, Chandigarh in joint names vide memo No. _____ dated _____.

3. That the said Sh. / Smt. _____ intends to get his / her name deleted voluntarily from the Registration and allocation of floor / allotment of dwelling unit No. _____ in Sector _____ , Chandigarh , i.e transfer his / her 50% rights / interest in the allocation of _____ floor / allotment of dwelling unit No. _____ in Sector _____ , Chandigarh and in the deposits made with the Chandigarh Housing Board in this regard.

4. That I have no objection if 50% rights / interest of Sh. / Smt. _____ in registration and allocation of _____ floor / dwelling unit No _____ in Sector _____, Chandigarh and in the deposits , are transferred in my favour

and the allocation of _____ floor / allotment of dwelling unit No. _____ in Sector _____, Chandigarh , is made exclusively in my name.

5. That I shall accept the transfer of 50% rights / interest of the above-said Shri / Smt. _____ in the Registration and allocation of _____ floor / dwelling unit No. _____ , in Sector _____, Chandigarh and shall abide by the terms and conditions and make payment of all the dues in respect of the allotment of the said dwelling unit.

6. That I shall execute fresh Hire-Purchase Tenancy Agreement / Agreement to Sell with the Chandigarh Housing Board and such other documents which the Board may require to be executed from time to time in respect of the said dwelling unit.

7. That I undertake to indemnify the Chandigarh Housing Board as well as the Chd. Admn. against all losses and / or damages etc. which the Board or the Administration may suffer on account of effecting transfer of the interest / rights in the allotment transfer of the above dwelling unit in my favour by the transferer and shall execute the indemnity bond or such other documents as may be required by the Board at any time.

Place : _____

DEPONENT

Dated : _____

VERIFICATION :

I , the above named deponent, do hereby verify that the contents of paras 1 to 7 of my above affidavit are correct and believed by me to be true and nothing has been concealed therein.

Place : _____

DEPONENT

Dated : _____

FORM -XI

(FOR THE ADDITION OF NAME)

AGREEMENT

This agreement is made at Chandigarh on this _____ day of _____ amongst :-

1. Chandigarh Housing Board, Chandigarh , constituted under section 3 of the Haryana Housing Board Act, 1971 , as extended to U.T. of Chandigarh , through its Secretary (herein after referred to “the Board”) of the one part ;

2. Shri / Smt. _____ son / wife of Shri _____ aged about _____ years, resident of _____ (herein after referred to as “the second party”); and

3. Smt / Shri _____ wife / son of Shri _____ aged about _____ years, resident of _____ (herein after referred to as “the third party”).

WHEREAS the second party is registered with the Board for the allotment of category _____ dwelling unit against Regn. No. _____ and has been allotted dwelling unit No. _____ / allocated floor, in Sector _____ , Chandigarh , vide memo No. _____ dated _____ .

AND WHEREAS the second party has requested the Board to add the name of the third party as a joint allottee , i.e. transfer 50% of his / her rights / interest in the allotment of dwelling unit No. _____ / allocation of _____ floor, in Sector _____ , Chandigarh and also in the deposit made with the Board in this regard in favour of the third party voluntarily, and to allot / allocated the said house / floor in their joint names;

AND WHEREAS the Board has conceded the request of the second party on the terms and conditions hereinafter appearing :-

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER :-

1. That the second and the third parties shall be jointly and severally liable / responsible to the Board for all the payments and dues and other liabilities concerning the property which may be allotted by the Board to the parties in their joint names.
2. That the second party and the third party shall abide by all the provisions of the Act , Rules and Regulations and the terms and conditions subject to which the property was allotted to the second party or which may be imposed by the Board from time to time in future.
3. That the second and third parties shall execute and sign all papers , documents, agreements, and contracts etc. which the Board may require to be executed and signed by them from time to time.
4. That the second and the third parties shall keep the Chandigarh Housing Board and / or Chd. Admn. may in any way suffer, sustain or pay on account of effecting the transfer of interest / rights in the allotment of the above dwelling unit in favour of the third party and shall execute the Indemnity Bond or such other documents as may be required by the Board at any time.
5. That in case any statement made by the second party or the third party in their affidavits dated _____ and is found false or incorrect at any stage, the Board may forfeit all the money paid to it and cancel the allotment made and take possession of the dwelling unit by evicting the second and the third parties by following procedure prescribed in Chapter VI of the Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh.
6. That if any question, difference or objection , whatsoever, shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of any party to this agreement, it shall be referred for the sole arbitration to the person nominated by the

Chairman/Chairperson, Chandigarh Housing Board, whose decision shall be final and binding on all the parties.

7. That in the event the second party or the third party fails to perform or comply with any of the terms and conditions of this agreement, the Board shall be empowered to evict them and take possession of the dwelling unit allotted to them by following the procedure prescribed in Chapter VI of the Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh, and may also forfeit the whole or part of the amount paid to the Board till the date of such forfeiture and such forfeited amount shall be deemed to be the reasonable compensation to be applied to the use of the Board without reference to the actual loss or damages sustained, whether or not any damages or loss have been sustained.

In witness whereof the Board, second and the third party set their hands and signatures on the agreement in the presence of witnesses.

Witnesses :

1. _____

2. _____

Parties :

1. _____
Chief Accounts Officer,
Chandigarh Housing Board,
Chandigarh.

2. _____
Second Party

3. _____
Third Party

FORM -XII

(FOR THE DELETION OF NAME)

AGREEMENT

This agreement is made at Chandigarh on this _____ day of _____ amongst :-

1. Chandigarh Housing Board, Chandigarh , constituted under section 3 of the Haryana Housing Board Act, 1971 , as extended to U.T. of Chandigarh , through its Chief Accounts Officer (herein after referred to “the Board”) of the one part ;

2. Shri/Smt. _____ son / wife of Shri _____ aged about _____ years, resident of _____ (herein after referred to as “the second party “); and

3. Smt/Shri _____ wife / son of Shri _____ aged about _____ years, resident of _____ (herein after referred to as “the third party “).

WHEREAS the second and third parties had applied to the Chandigarh Housing Board as joint applicants for the allotment of category _____ dwelling unit and were registered vide Regn. No. _____ and were allotted _____ floor / allotted dwelling unit No. _____ in Sector _____ , Chandigarh , vide memo No. _____ dated _____ .

AND WHEREAS the second party has requested the Board to delete his / her name of as joint allottee , i.e. transfer his / her 50% rights / interest in the allocation / allotment of dwelling unit No. _____ / allocation of _____ floor, in Sector _____ , Chandigarh and also in the deposits made with the Board in this regard in favour of the third party voluntarily, and to allocate / allot the said floor / dwelling unit in favour of the joint allottee namely Sh. / Smt. _____.

AND WHEREAS the Board has conceded the request of the second party on the terms and conditions hereinafter appearing :-

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER :-

1. That the third party shall be liable and responsible to the Board for all the payments, dues and other liabilities concerning the dwelling unit in respect of the interest / rights in the above dwelling unit being transferred by the Board in his / her favour.
2. That third party shall abide by all the provisions of the Act , Rules and Regulations and the terms and conditions on which the allotment of the dwelling unit was made originally in favour of the second and third parties and which the Board may impose while allowing transfer of rights / interest of the second party in the above dwelling unit in favour of the third party.
3. That the third party shall execute and sign all papers , documents , agreements, and contractsetc. which the Board may require to be executed or signed from him / her from time to time.
4. That the third party shall keep the Chandigarh Housing Board, Chandigarh and Chd. Admn. , indemnified against all the losses and / or damages etc. which the Board or the Administration may suffer on account of effecting the transfer of interest / rights in the allotment of the above dwelling unit in favour of the third party and shall execute the Indemnity Bond or such other documents as may be required by the Board at any time.
5. That in case any statement made by the second party or the third party is found false or incorrect at any stage, the Board may forfeit all the money paid to it and cancel the allotment made and take possession of the dwelling unit by evicting the third party by following the procedure prescribed in Chapter VI of the Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh.
6. That if any question, difference or objection , whatsoever, shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of any party to this agreement, it shall be referred for the sole arbitration of the person nominated by the

Chairman/Chairperson, Chandigarh Housing Board, whose decision shall be final and binding on all the parties.

7. That in the event the third party fails to perform or comply with any of the terms and conditions of this agreement, the Board shall be empowered to evict him / her and take possession of the dwelling unit allotted to him / her by following the procedure prescribed in Chapter VI of the Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh , and may also forfeit the whole or part of the amount paid to the Board till the date of such forfeiture and such forfeited amount shall be deemed to be the reasonable compensation to be applied to the use of the Board without reference to the actual loss or damages sustained, whether or not any damages or loss have been sustained.

In witness whereof the Board, second and the third party set their hands and signatures on the agreement in the presence of witnesses.

Witnesses :

1. _____

2. _____

Parties :

1. _____
Chief Accounts Officer,
Chandigarh Housing Board,
Chandigarh.

2. _____
Second Party

3. _____
Third Party