

DECLARATION OF THE APPLICANTS, i.e. TRANSFEROR AND THE PROPOSED TRANSFEREE :

1. That Dwelling Unit No _____ in Sector _____ Chandigarh was allotted by the Chandigarh Housing Board to Sh./Smt./Ms. _____ vide letter dated _____ on Hire-Purchase /Self Financing basis and further transferred in the name of _____ on the death of the original allottee/ under the Blood Relation Transfer Policy/ under the Mutual/ GPA Transfer Policy, by the Chandigarh Housing Board vide letter No. _____ dated _____.
2. That Sh./Smt./Ms. _____ son/wife/daughter of Sh. _____ (hereinafter referred to as "the transferor") intends to get his/ her rights/ interest/ title in the allotment of the said dwelling unit transferred in the name of Sh./Smt./Miss. _____ Son/wife/daughter of Sh. _____ (hereinafter referred to as "the proposed transferee").
3. That the transferor is legally empowered to transfer the above said dwelling unit and there is no stay from any Court of Law against the alienation, i.e. Sale, Gift, Mortgage etc., of the above said dwelling unit
4. **That the transferor/ original allottee has not executed any Power of Attorney or Agreement to Sell or Will in respect of the above said dwelling unit in favour of any person.
OR
**That the transferor/ original allottee has not executed any Power of Attorney, Agreement to Sell or Will in respect of the above said dwelling unit in favour of any person other than the proposed transferee.
5. **That no Power of Attorney, Agreement to Sell and Will etc. executed by the transferor/ original allottee in favour of other person(s) is in force viz all such documents stand revoked.
6. That no Lease/ Conveyance Deed has so far been executed in favour of any person in respect of the above said dwelling unit.
7. That all dues in respect of the above said dwelling unit stand paid to the Board including Ground Rent or interest thereon after the issue of 'No Due Certificate' (NDC).
8. That there is no unauthorised construction in the aforesaid dwelling unit as per the approved plan.
9. That aforesaid dwelling unit is being used only for the purpose of residence or for such activities and to such extent as have been allowed by the Chandigarh Housing Board.
10. That the allotment of the above said dwelling unit has not been cancelled by the Chandigarh Housing Board nor any cancellation proceedings are pending on account of furnishing of false affidavit or concealing material facts for obtaining allotment of dwelling unit by the original allottee/proposed transferor.

11. That the dwelling unit is free from any litigation and no civil suit or any legal proceedings with regard to the title of the said dwelling unit are pending in any Court of Law or any Quasi Judicial Authority.

12. **That the dwelling unit is free from any encumbrance, like mortgage etc

OR

**That the above said dwelling unit stands mortgaged in favour of _____ (mortgagee) and the said mortgagee has issued No Objection Certificate for the transfer of allotment of the above said dwelling unit in the name of the Proposed Transferee.

13. That the proposed transferee or any of his/her minor children does not own on freehold 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.

14. That the proposed Transferee has not been allotted residential plot/dwelling unit in the Union Territory of Chandigarh or in any of the Urban Estates of Mohali or Panchkula by Govt./Semi-Govt/ Statutory Corporation/ Board /Municipal Committee /Corporation/Registered Society like AWHO or a Cooperative House Building Society, in his/ her name or in the name of his/her spouse or any minor children.

15. That date of birth of the proposed transferee is _____and he/ she is_____ years old.

16. That the proposed transferee is a citizen of India.

17. That the Proposed transferee shall accept the transfer of rights/interest and liabilities of the above transferor in the dwelling unit No._____ in Sector _____Chandigarh and shall abide by the terms and conditions relating to the allotment of the said dwelling unit.

18. That the proposed transferee undertakes to make the payment of all the dues or such amount as may be found due or may become due at any later stage in respect of the above said dwelling unit including Ground Rent in respect of the land under the dwelling unit for the remaining period of lease.

19. That the proposed transferee shall apply for the conversion of land under the dwelling unit from leasehold to freehold within 30 days of the date intimation by the Board about the transfer in his/her name and shall execute such other documents which the Board may require to be executed from time to time in respect of the above said dwelling unit.

20. That both the Applicants shall jointly and severally indemnify at all times and keep harmless the Chandigarh Housing Board or its officers from all claims/damages/disputes and actions/proceedings taken against it or its officers or other liability caused on account of transfer of allotment of the above dwelling unit in favour of the proposed transferee.

21. That the transferor fully understands and hereby undertakes that after the transfer of his/ her rights, interest/ title in the above dwelling unit, he will not be eligible for ever for the allotment of a dwelling unit by the Chandigarh Housing Board.

22. That all the information furnished in this Application Form and paras 1 to 16 of the Declaration are true to the knowledge of the Transferor and as per the belief of the Proposed Transferee. Paras 5 to 8 of the Declaration are true to the knowledge of the proposed transferee. Nothing therein has been concealed by both the Applicants. If any information furnished by us at any stage regarding the proposed transfer is found to be false or incorrect at

any point of time or it is found that any material information has been suppressed, the Chandigarh Housing Board shall have the right to cancel the allotment and transfer of dwelling unit made by it in favour of the proposed transferee and shall also have the right to forfeit the entire amount already paid by us to the Chandigarh Housing Board and take possession of the dwelling unit by evicting the transferee and any other occupant(s) thereof by following the procedure prescribed in Chapter VI of the Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh , in addition to the penal consequences under the law.

(Signature of the Transferor)

(Signature of the Proposed Transferee)

Dated: _____

Place: _____

** strike if not applicable.

Specimen of Indemnity Bond to be furnished by the proposed transferee of dwelling unit on non-judicial stamp paper of Rs. 15/-

INDEMNITY BOND

This Indemnity Bond is executed at _____ on this _____ day _____ of _____ month, _____ year by Sh./Smt./Ms _____ S/o W/o, D/o, _____, aged about _____ years, resident of _____.

1. Whereas on the request of the above said executant of this Bond and relying upon the information furnished by him/her in the Application Form and the declaration dated _____ made therein, the Chandigarh Housing Board has agreed to transfer the allotment of dwelling unit No. _____ in Sector _____ Chandigarh of _____ Category in the name of the executant.

2. Now, therefore, the above said executant hereby undertakes that he/she shall at all times indemnify and keep harmless the said Chandigarh Housing Board or its officers from all claims/damages/disputes and actions/proceedings taken against it or any of its officers caused at any stage out of the transfer of allotment of the above said dwelling unit in favour of the executant. Chandigarh Housing Board or any of its officers shall be entitled to make good all such claims/damages/losses from the executant and from his/her legal heirs, assigns and successors or from the above dwelling unit allotment whereof is now being transferred in his/her name and in that event he/she shall have no objection to any action taken by the Chandigarh Housing Board, including cancellation of allotment of the above said dwelling unit and eviction of the occupants thereof as also the forfeiture of the entire amount paid to the Chandigarh Housing Board in respect of the said dwelling unit.

3. In witness whereof the executant has put his/her hands on this Bond on the day, month and year first above mentioned, in the presence of the following two witnesses:-

Executant

Witnesses:-

1. Name _____
Address _____

2. Name _____
Address _____

(* Note: Requires no attestation)

**Specimen of Indemnity Bond to be furnished by the original allottee/
transferor of dwelling unit on non-judicial stamp paper of Rs. 15/-
INDEMNITY BOND**

This Indemnity Bond is executed at _____ on this _____ day
_____ of _____ month, _____ year by
Sh./Smt./Ms _____ S/o, W /o,
D/o _____, aged about _____ years,
resident of _____.

1. Whereas on the request of the above said executant of this Bond and relying upon the information furnished by him/her in the Application form and the declaration dated _____ made therein the Chandigarh Housing Board has agreed to transfer the allotment of dwelling unit No. _____ in sector _____ Chandigarh of _____ Category in the name of the Sh/ Smt. /Miss _____ Son/Wife/D/o Sh. _____.

2. Now, therefore, the above said executant hereby undertakes that he/she shall at all times indemnify and keep harmless the said Chandigarh Housing Board or its officers from all claims/damages/disputes and actions/proceedings taken against it or any of its officers caused at any stage out of the transfer of allotment of the above said dwelling unit in favour of the above said Sh/Smt/Miss _____. Chandigarh Housing Board or any of its officers shall be entitled to make good all such claims/damages/losses from the executant and from his/her legal heirs, assigns and successors or from the above dwelling unit allotment whereof is now being transferred in the name of the above said Sh./Smt./ Ms _____ and in that event he/she shall have no objection to any action taken by the Chandigarh Housing Board, including cancellation of allotment of the above said dwelling unit and eviction of the occupants thereof as also the forfeiture of the entire amount paid to the Chandigarh Housing Board in respect of the said dwelling unit by any person.

3. In witness whereof the executant has put his/her hands on this Bond on the day, month and year first above mentioned, in the presence of the following two witnesses:-

Executant

Witnesses:-

1. Name _____

Address _____

2. Name _____

Address _____

(* Note: Requires no attestation)

TRIPARTITE 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 (hereinafter referred to as "the Board")of the one part;

2. Sh./Smt./Ms _____ son/wife/daughter of Sh. _____, aged about _____ years, resident of _____ (hereinafter referred to as" the second part") and

3. Sh./Smt./Miss _____ son/wife/daughter of Sh. _____ aged about _____ years, resident of _____ (hereinafter referred to as "the third party").

Whereas Dwelling Unit No. _____ in Sector _____ Chandigarh of _____ Category was allotted vide Letter No. _____ dated to Sh. /Smt./Ms._____ S/o/wife/daughter of _____ on Hire–Purchase/ Self –Financing basis.

***And whereas the said Dwelling Unit was transferred in the name of the Second Party on the death of the original allottee/ under the Blood Relation Transfer Policy/ under the Mutual/ GPA Transfer Policy of the Chandigarh Housing Board.

And whereas the second and the third parties have requested the Board to transfer the rights/interest in the allotment of above said dwelling unit in favour of the third party.

And whereas the Chandigarh Housing Board has acceded to the request of the second and third parties 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, present or accruing in future in respect of the interest/rights in the above dwelling unit being transferred by the Board in his/her favour.

2. That the third party shall abide by all the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 as well as the provisions of the Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh and the Rules & Regulations framed thereunder from time to time, as also the terms and conditions on which the allotment of the dwelling unit was made originally in favour of the second party and/or 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 paper, documents, agreements etc. which the Board may require to be executed or signed from him/her from time to time.

4. That the second party and third party shall keep the Chandigarh Housing Board and Chandigarh administration and its Officers and servants indemnified against all the losses and/or damages etc. which the Chandigarh Housing Board or Chandigarh Administration or its Officers or servants 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 the second party shall not be eligible for ever for the allotment of any dwelling unit under any Housing Scheme of the Chandigarh Housing Board Chandigarh and so also the third parties so long as the above said dwelling unit is owned/ held by him/ her

6. That in case any information furnished at any stage by the second party or third party regarding the present transfer is found to be false or incorrect at any point of time or it is found that any material information effecting the allotment/ transfer of the above said dwelling unit has been suppressed, the Board may cancel the allotment and transfer of dwelling unit made in favour of the third party and forfeit the entire amount already paid to it by any person in respect of the said dwelling unit and take possession of the dwelling unit by evicting its occupants by following the procedure prescribed in Chapter VI of the Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh.

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 cancel the allotment and transfer of dwelling unit and to evict the occupants thereof and take possession of the dwelling unit 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 above parties set their hands on this Agreement on this
** _____ day of _____ in the presence of witnesses.

Witnesses:

Parties

1. Name _____
Address _____

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

2. Name _____
Address _____

2. Second Party _____
3. Third Party _____

****Please do not put the date here.**

*****Please strike if not applicable**

FILL UP THIS CHART/CHRONOLOGY OF EVENTS.

D.unit.No. : _____

Category : General/DQ/Rehabilitation

Floor: _____

Sector _____

ORIGINAL ALLOTTEE

Detail of legal heirs

*(If Mutation is based on Will or relinquishment in favour of Class I heir(s)

(Date of Allotment _____)

(Name _____)

GPA

(Date _____)

(Name _____)

SPA

(Date _____)

(Name _____)

(Relationship with GPA _____)

Will in favour of _____

Sub- GPA, if any

(Date _____)

Relationship: _____

(Date _____)

* If Mutation is based on Will in favour of a third- party.

(Name _____)

Will in favour of

(Name _____)

Sale agreement in favour of

(Date _____)

(Name _____)

SECURITY

(Location & details)

Date/Details of cancellations, if any.

1.

2.

Checked

D.A. _____

S.O. _____

A.O _____

SURETY

Name & Deptt.

1.

2.

Applicant