

To

The Accounts Officer,
Chandigarh Housing Board,
Chandigarh.

Subject: - **Application for mutation / transfer of Registration and allocation/allotment in favour of the Legatee on the death of the original allottee/transferee on the basis of REGISTERED WILL**

1. Name of the Legatee/beneficiary under the Will : _____
2. Father's and Husband's Name : _____
3. Correspondence Addresses : _____

4. Relationship, if any, of the Legatee with the deceased allottee/ transferee : _____

5. Registration No. / Floor allocated. : _____
6. Detail of DU to be mutated/transferred: : D.U. No. _____ Sector _____
Category _____
7. Date of death of allottee/transfree : _____
8. Date of Will of the deceased and date of its registered in the office of Sub Registrar.
- 9.*
10. Details of payments deposited with the CHB/Bank after the death of deceased :

<u>Amount</u>	<u>Name of Bank</u>	<u>A/c No</u>

(use separate sheet if the space is insufficient)
11. Whether the D.U. stands mortgaged with any Organization? If so, give name of Organization and the amount outstanding. Also furnish NOC from the said Organization
12. Whether any litigation regarding rights/ title/interest in the D.U. is pending in any Court? If yes, furnish details thereof.

Dated

Signatures of the Legatee

List of Documents attached:

1. _____
2. _____
3. _____

Note

* Sr. No 9 deleted as per decision dated 31/03/2010 on the policy file

AFFIDAVIT OF THE LEGATEE(S) SEEKING MUTATION OF ALLOTMENT OF DWELLING UNIT ON THE BASIS OF REGISTERED WILL

I/We _____ son/daughter/wife of Sh. _____ resident of H. No. _____ Sector _____ Chandigarh do hereby solemnly affirm and declare as under:-

1 That Sh./Smt./Ms. _____ son/daughter/wife of Sh. _____ was allotted H. No. _____ in Sector _____ Chandigarh by the Chandigarh Housing Board vide Allotment Letter No. _____ dated _____

*2. That the above said dwelling unit was further transferred by the Chandigarh Housing Board vide letter No. _____ Dated _____ in the name of the above said deceased Sh./Smt./Ms. _____ under the Blood Relation /Mutual/ GPA Transfer Policy.

OR

* That the above said dwelling unit was further mutated/transferred by the Chandigarh Housing Board vide letter No. _____ dated _____ in the name of the above said deceased Sh./Smt./Ms. _____ on the death of the original allottee / transferee under the Blood Relation /Mutual/ GPA Transfer Policy.

3** That the said Sh./Smt./Ms. _____ died on _____

4**

5**

6**

7. That the said deceased executed a Will dated _____ in which he/she had bequeathed his/her rights/title/interest in the allotment of the above said dwelling unit in favour of the deponent(s).

8. That the said Will dated _____ was executed and signed by the deceased with sound mind and in full senses and without any influence from any quarter and has been duly registered in the Office of Sub-Registrar, Chandigarh at Sr. No. _____, Book No. _____ Vol. No. _____, Page No. _____ on _____

9. That the above said Will dated _____ is the last Will of the deceased and the same has neither been superceded nor cancelled till date.

10. That the deponent(s) hereby undertakes to pay all sums due to the Chandigarh Housing Board, Chandigarh, including ground rent and interest thereon, in connection with the above said dwelling unit and to abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh, and Rules and Regulations framed thereunder as also the terms and conditions mentioned in the allotment letter of the above said dwelling unit.

Note

* Sr.No 3 (partially) 4,5,6 deleted as per decision dated 31/3/2010 on the policy file

11. That there is no litigation pending in any Court of law regarding rights/title/interest in the allotment of the dwelling unit with any other person including the legal heirs of the deceased.

Place:

DEPONENT

Dated:

Verification:-

Verified that the contents of the above affidavit are true and correct to the best of our knowledge and belief and nothing has been concealed therein.

Place:

DEPONENTS

Dated:

*Delete if not applicable.

** Delete para 5 if the mother is 'alive' or deceased was a female.

**(AFFIDAVIT ON STAMP PAPER OF RS.3/- TO BE ATTESTED BY EXECUTIVE
MAGISTRATE)**

**INDEMNITY BOND OF A BENEFICIARY CLAIMING MUTATION/TRANSFER OF
ALLOTMENT OF DWELLING UNIT AND OR REGISTRATION NO. ON THE DEATH
OF ORIGINAL ALLOTTEE/TRANSFEE ON THE BASIS OF REGISTERED WILL**

(on non-judicial stamp paper of Rs.15/-)

This indemnity Bond is made at Chandigarh on this _____ day of _____
200__ by Sh./Smt./Ms. _____ son/wife/daughter of
Sh. _____ resident of _____
(hereinafter referred to as the said Indemnifier) in favour of the Chandigarh Housing
Board, Chandigarh.

1. Whereas Sh./Smt./Ms. _____ Son/Wife/Daughter of
Sh. _____ was allotted H. No. _____ in Sector _____
Chandigarh by the Chandigarh Housing Board vide Allotment Letter
No. _____ dated _____

*2. And whereas the above said dwelling unit was further transferred by the
Chandigarh Housing Board vide letter No. _____ Dated _____ in the
name of the above-said deceased Sh./Smt./Ms. _____ under
the Blood Relation /Mutual/ GPA Transfer Policy.

OR

And whereas the above said dwelling unit was further mutated/transferred
by the Chandigarh Housing Board vide letter No. _____ dated _____
in the name of the above said deceased Sh./Smt./Ms. _____ on
the death of the original allottee / transferee under the Blood Relation /Mutual/ GPA
Transfer Policy.

3. And whereas the above said Sh./Smt./Ms. _____ died on
_____ at _____ (Place of death).

4. And whereas the Indemnifier has applied to the Chandigarh Housing
Board, Chandigarh and filed affidavit for the mutation/transfer of rights/title/interest in
the allotment of dwelling unit No. _____, Sector _____, Chandigarh in
his/her name on the basis of Will dated _____ of the above said deceased duly
registered in the Office of Sub-Registrar, Chandigarh entered at Sr. No. _____, Book
No. _____ Vol. No. _____, Page No. _____ on _____

5. And whereas the said Sh./Smt./Ms. _____ has also stated in the above affidavit that the above said Will dated _____ is the last Will of the deceased and the same has neither been superceded nor cancelled till date and that no litigation is pending in any Court of law regarding the rights/title/interest in the allotment of the dwelling unit with any other person including the legal heirs of the deceased, and has undertaken to pay all sums due to the Chandigarh Housing Board, Chandigarh, including ground rent and interest thereon, in connection with the above said dwelling unit and to abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh and Rules framed thereunder and also the terms and conditions mentioned in the allotment letter of the above said dwelling unit.

6. And whereas the Chandigarh Housing Board has agreed under a separate Agreement to transfer rights/title/interest in the allotment of the said dwelling unit relying upon the statements made in the affidavits filed by the Indemnifier.

Now this deed further witnesseth as under:

I. That in pursuance of the aforesaid Agreement and in consideration of the Chandigarh Housing Board transferring the rights/title/interest in the allotment of the above said H.No. _____ in Sector _____ Chandigarh in the name of the Indemnifier - beneficiary under the WILL dated _____ of the deceased, duly registered with the Sub Registrar, _____, the Indemnifier hereby undertakes and indemnifies the Chandigarh Housing Board that he / she will at all times indemnify and keep harmless the Chandigarh Housing Board from all the losses, damages and claims and demands made and all actions and proceedings taken against the Chandigarh Housing Board in respect of the mutation/transfer of rights/title/interest in the allotment of H.No. _____ in Sector _____ Chandigarh and deposits made so far in respect of the said dwelling unit by the deceased and / or the original allottee with the Chandigarh Housing Board, in the name of the Indemnifier, by any person including the heirs of the deceased, and that the legal heirs and the successors of the Indemnifier shall also be liable to make good the loss, if any, suffered by the Chandigarh Housing Board, Chandigarh.

II. That the Indemnifier hereby further undertakes and indemnifies that in case any legal heir or other person shall make any claim regarding the mutation/transfer of the above said house, then the said litigation shall be defended

by the Indemnifier and loss suffered by the Chandigarh Housing Board, Chandigarh will also be made good by the said Indemnifier and his /her properties.

In witness whereof the Indemnifier has set his/her hands, on the day, month and the year first above mentioned in the presence of the following witness:-

Indemnifier

Witness No.1

Name _____
Address: _____

Witness No.2

Name _____
Address: _____

AGREEMENT WITH A BENEFICIARY CLAIMING MUTATION/TRANSFER OF ALLOTMENT OF DWELLING UNIT AND OR REGISTRATION NO. ON THE DEATH OF ORIGINAL ALLOTTEE/TRANSFEEE ON THE BASIS OF REGISTERED WILL

AGREEMENT

This agreement is made on this _____ day of _____ 2008 at Chandigarh between :-

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 "the Board") of the ONE PART; and
2. Shri/Smt./Ms. _____ son/wife/daughter of Shri _____ aged about _____ years, resident of _____ (hereinafter referred to as "the Claimant") of the OTHER PART.

Whereas Shri/Smt./Ms. _____ son/wife/daughter of Sh. _____ resident of H.No. _____ Sector _____ Chandigarh was allotted H.No. _____ in Sector _____ Chandigarh vide Allotment Letter No. _____ dated _____

And whereas the above said dwelling unit was further transferred by the Chandigarh Housing Board vide letter No. _____ Dated _____ in the name of Sh./Smt./Ms. _____ Son/Wife/Daughter Sh. _____ under the Blood Relation /Mutual/ GPA Transfer Policy.

OR

And whereas the above said dwelling unit was further mutated/transferred by the Chandigarh Housing Board vide letter No. _____ dated _____ in the name of Sh./Smt./Ms. _____ Son/Wife/Daughter of Sh. _____ on the death of the original allottee / transferee under the Blood Relation /Mutual/ GPA Transfer Policy.

And whereas the Claimant has applied to the Chandigarh Housing Board, Chandigarh and filed affidavit for the mutation/transfer of rights/title/interest in the allotment of dwelling unit No. _____ Sector _____ Chandigarh in his/her name on the basis of Will dated _____ of the above said deceased duly registered in the Office of Sub-Registrar, Chandigarh entered at Sr. No. _____ Book No. _____ Vol. No. _____, Page No. _____ on _____

And whereas the Board has conceded to his / her request on the terms and conditions hereinafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. That the claimant shall be liable and responsible to the Board for all the payments, dues and other liabilities, past and future, concerning the allotment of H.No. _____ in Sector _____, Chandigarh which is being mutated/ transferred in the name of the claimant.
2. That the claimant shall abide by the provisions of the Haryana Housing Board Act, 1971, as extended to U.T. Chandigarh, and Rules and Regulations made thereunder, and the terms and conditions subject to which the dwelling unit was to be allotted or which may be imposed by the Board from time to time.
3. That the claimant shall execute and sign all papers, documents, agreements, and contracts etc. which the Board may require to be executed and signed by him / her from time to time.
4. That the claimant shall keep the Board and the Chandigarh Administration indemnified against all the losses, damages and claims which the Board and/or the Chandigarh Administration may in any way suffer or sustain or pay due to the transferring of the registration No. and the allotment of the above said house, in the name of the claimant and the claimant shall execute the Indemnity Bond or such other documents as may be required by the Board from time to time.
5. That in case the affidavit dated _____ of the claimant is found false or incorrect at any time till the execution of the Conveyance Deed in favour of the claimant, the Board may cancel the allotment of the house transferred in his / her name and may also forfeit the amount deposited with the Board till the date of such cancellation and take possession of the dwelling unit by evicting the claimant by following the procedure prescribed in Chapter VI of Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh and the Rules made thereunder.
6. That in the event the claimant fails to perform or comply with any of the terms and conditions of this agreement, the Board shall be empowered to cancel the allotment of said dwelling unit and 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 cancellation and the amount so forfeited shall be deemed to be the reasonable compensation to be applied to the Board for its absolute use without reference to any damage or loss actually sustained.
7. That if any dispute or difference of opinion arises regarding interpretation of the wordings or clauses of this instrument, the Board shall take a decision in this regard and such decision shall be final and binding on the Parties.

In witness where of the Board and the Claimant set their hands on the Agreement on the day, month and year first above mentioned in the presence of the following:-

Witnesses :

1. Name _____
Address: _____

2. Name _____
Address: _____

Parties :

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

2. _____
Claimant

*Do not put the date.