

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 UNREGISTERED 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 : \_\_\_\_\_
- 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 CLAIMANT(S) SEEKING MUTATION OF ALLOTMENT OF DWELLING UNIT ON THE BASIS OF UNREGISTERED WILL**

I/We \_\_\_\_\_ S/o, W/o, D/o Sh. \_\_\_\_\_ resident of H. No. \_\_\_\_\_ Sector \_\_\_\_\_, Chandigarh do hereby solemnly affirm and declare as under:

1 That Sh./Smt. \_\_\_\_\_ 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 in the presence of witnesses who have sworn in the requisite affidavits to that effect.

OR

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 in the presence of Sh./Smt./Ms. \_\_\_\_\_ Son/Wife/Daughter of Sh. \_\_\_\_\_, resident of \_\_\_\_\_ and Sh./Smt./Ms. \_\_\_\_\_ Son/Wife/Daughter of Sh. \_\_\_\_\_, resident of \_\_\_\_\_ and the said Sh.Smt./Ms. \_\_\_\_\_ has died on \_\_\_\_\_ at \_\_\_\_\_ (Place of death) and his / her death certificate has been attached with the Application Form..

Note\*

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

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 framed thereunder and also the terms and conditions mentioned in the allotment letter of the above said dwelling unit.

11. That there is no litigation 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.

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)**

**AFFIDAVIT OF THE WITNESS TO THE UNREGISTERED WILL OF THE DECEASED ALLOTTEE/TRANSFEE OF DWELLING UNIT ALLOTTED/ TRANSFERRED BY CHANDIGARH HOUSING BOARD FOR MUTATION OF ALLOTMENT OF DWELLING UNIT IN FAVOUR OF LEGATEE (BENEFICIARY UNDER THE WILL)**

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_  
aged about \_\_\_\_\_ years, resident of \_\_\_\_\_  
do hereby solemnly declare and affirm as under:-

1. That Sh./Smt./Ms. \_\_\_\_\_ son/wife/daughter of  
Sh. \_\_\_\_\_ resident of \_\_\_\_\_  
died on \_\_\_\_\_ at \_\_\_\_\_ (Place of death).

2. That the deponent was one of the witnesses to the Will dated \_\_\_\_\_  
of the above said deceased.

3. That the Will dated \_\_\_\_\_ was executed and signed by the  
deceased with sound mind and in full senses and without any influence from any  
quarter in the presence of the deponent.

\*4. That the rights/title/interest in the allotment of the dwelling unit  
No. \_\_\_\_\_ Sector \_\_\_\_\_ Chandigarh has been bequeathed by the above said  
deceased by virtue of the above said Will in favour of his/her \_\_\_\_\_ (relation  
with the deceased) namely Sh./Smt./Ms. \_\_\_\_\_ son/wife/daughter of  
Sh. \_\_\_\_\_ to the exclusion of his/her other legal heirs.

OR

\*That the rights/title/interest in the allotment of the dwelling unit  
No. \_\_\_\_\_ Sector \_\_\_\_\_ Chandigarh has been bequeathed by the above said  
deceased by virtue of the above said Will in favour of Sh./Smt./Ms. \_\_\_\_\_  
son/wife/daughter of Sh. \_\_\_\_\_ to the exclusion of his/her legal heirs.

5. That other witness Sh./Smt./Ms. \_\_\_\_\_ son/wife/daughter of  
Sh. \_\_\_\_\_ had also signed on the Will in my presence.

Place:

DEPONENT

Dated:

**VERIFICATION:**

I above named deponent do hereby solemnly affirm and declare that the contents  
stated above are true and correct to the best of my knowledge and nothing has been  
concealed therein.

Place:

DEPONENT

Dated:

\*Delete if not applicable

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

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 that the attesting witness(es) of the Will, namely, Sh./Smt./Ms. \_\_\_\_\_ son/wife/daughter of Sh. \_\_\_\_\_, Sh.Smt./Ms. \_\_\_\_\_ has died on \_\_\_\_\_ at \_\_\_\_\_ (Place of death) and his / her death certificate has been attached with the Application Form and the said Indemnifier has further 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 mutate/transfer 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, 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 and 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

**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 UNREGISTERED 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 Unregistered Will dated \_\_\_\_\_ of the above said deceased and has also filed affidavits of the attesting witnesses of the Will and / or the death certificate(s) of attesting witness(es)

5. And whereas the Indemnifier 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 that the attesting witness(es) of the Will namely Sh./Smt./Ms. \_\_\_\_\_ son/wife/daughter of Sh. \_\_\_\_\_, Sh.Smt./Ms. \_\_\_\_\_ has died on \_\_\_\_\_ at \_\_\_\_\_ (Place of death) and his / her death certificate has been attached with the Application Form and the said Indemnifier has further 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 mutate/transfer 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, 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 and 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/TRANSFEE ON THE BASIS OF UNREGISTERED 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 Unregistered Will dated \_\_\_\_\_ of the above said deceased

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.

\*\* Delete if not applicable.