

AGREEMENT
(TO BE SUBMITTED FOR TRANSFER OF LEASEHOLD PROPERTY)

This Agreement is made of this _____day of _____at Chandigarh between:-

1. Chandigarh Housing Board, Chandigarh constituted under Section 3 of Haryana Housing Board Act, 1971 as extended to U.T. of Chandigarh, through its Chief Accounts Officer(hereinafter referred to “ the Board”).

AND

2. Sh._____S/o_____aged _____ about_____ R/o _____ (hereinafter referred to as “ the Claimant”) of the OTHER PART.

Whereas Sh./Smt._____S/o, W/o, D/o _____ was allotted House No. _____ in Sector _____Chandigarh by the Chandigarh Housing Board, 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. _____ S/o _____ on the basis of _____

And whereas Sh. _____ S/o _____ has died on _____

And whereas the Claimant(s) has/have applied to the Chandigarh Housing Board, Chandigarh and filed affidavit for the mutation/transfer of right/title /interest in the allotment of dwelling unit No. _____ Sector _____ Chandigarh, in his/her name on the basis of intestate demise policy .

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 or 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 indemnify Bond and such other documents as may be required by the Board from time to time.

5. That in case the affidavit(s) dated _____ of the claimant(s) 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 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 the Claimant shall not further apply for the allotment of any dwelling unit under any scheme of the Chandigarh Housing Board, Chandigarh.
7. 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 by 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.
8. That if any dispute or differences of opinion arises regarding interpretation of the wordings of Clause of this instruments, the Board shall take the decision in this regard and such decision shall be final and binding on the parties.

In Witness whereof 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(s)