



**CHANDIGARH ADMINISTRATION
CHANDIGARH HOUSING BOARD**



FORM - XXII

AGREEMENT WITH LEGAL HEIR(S) PERSON CLAIMING TRANSFER OF REGISTRATION NO. AND ALLOTMENT OF DWELLING UNIT ON THE DEATH OF THE ALLOTTEE.

AGREEMENT

This agreement is made of this _____ day of 20000 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 (herein after referred to “the Board”) of the one part ; and
2. Shri / Smt. _____ son / wife of Shri _____ aged about _____ years, resident of _____ (hereinafter referred to as “the Claimant”) of the other part

Whereas Sh. / Smt. _____ son / wife of Sh. _____ resident of H.No. _____, Sector _____ , Chandigarh had applied for the allotment of a dwelling unit of _____ category vide Regn. No. _____ with the Chandigarh Housing Board, Chandigarh and deposited Rs. _____ in connection with the allotment of dwelling unit and was allotted H.No. _____ in Sector _____, Chandigarh in the draw of lots held on _____.

And whereas the claimant has alleged that Sh. / Smt. _____ died on _____ and has requested the Board to transfer the Regn. No. _____ and allotment of H.No. _____ in Sector _____ Chandigarh in his / her name as he / she is the _____ of the deceased and all other legal heirs of the deceased have relinquished in his / her favour their rights / interest / title in the money paid so far by the deceased to the Chandigarh Housing Board, Chandigarh and in the allotment of the above dwelling unit.

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 concerning the allotment of H.No. _____ in Sector _____, Chandigarh which is being transferred in the name of the claimant or such other dues which may be outstanding against the deceased.
2. That the claimant shall abide by all the provisions of the Act, Rules and Regulations and the terms and conditions subject to which the dwelling unit was to be allotted to the deceased or which may be imposed by the Board from time to time in future.
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 Chandigarh Housing Board and the Chd. Admn. Indemnified against all the losses, damages and costs act. which the Chandigarh Housing Board and the Chd. Admn. may in any way suffer or sustain or pay due to the transferring of the registration No. and the allotment of H.No. _____ in Sector _____, Chandigarh 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 at any 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 money paid to 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.



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6. That the claimant shall not further apply for the allotment of any dwelling unit under any scheme of the 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 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 with reference to any damage or loss actually sustained.

8. That if any dispute or difference of opinion arises regarding interpretation of the wordings of clauses of this instrument, the Board shall take a decision in this regard and such decision shall be final and binding on parties.

In witness where of the Board, and the claimant set their hands and signatures on the agreement on this ____ day of ____ in the presence of the following:-

Witnesses :

1. Name _____
Father's Name _____
H.No. _____
Sec. _____, Chandigarh.

2. _____

Parties :

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

2. _____
Applicant / Claimant