



CHANDIGARH ADMINISTRATION  
CHANDIGARH HOUSING BOARD



**FORM -XVI**

**(IN CASE OF TRANSFER IN BLOOD RELATION)**

**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 (herein after referred to as “the Board” ) of the one part ;
2. Shri / Smt. / Miss \_\_\_\_\_ son / wife / daughter of Shri \_\_\_\_\_ aged about \_\_\_\_\_ years and resident of \_\_\_\_\_ (herein after referred to as “the second party “); and
3. Smt / Shri / Miss \_\_\_\_\_ son / wife / daughter of Shri \_\_\_\_\_ aged about \_\_\_\_\_ years and resident of \_\_\_\_\_ (herein after referred to as “the third party “).

WHEREAS the second and third parties had registered himself / herself with the Board for the allotment of a dwelling unit of category \_\_\_\_\_ and was allotted dwelling unit No. \_\_\_\_\_ in Sector \_\_\_\_\_, Chandigarh, vide allotment letter No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the second party has requested the Board to transfer his / her rights/ interest in the allotment of above said dwelling unit in favour of the third party.

AND WHEREAS the Board has conceded the request of the second party 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 concerning the dwelling unit in respect of the interest / rights in the above dwelling unit being transferred by the Board in his / her favour.
2. That third party shall abide by all the provisions of the Act, Rules and Regulations and the terms and conditions on which the allotment of the dwelling unit was made originally in favour of the second party and 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.



**CHANDIGARH ADMINISTRATION  
CHANDIGARH HOUSING BOARD**



3. That the third party shall execute and sign all papers , documents , agreements, and contracts etc. which the Board may require to be executed or signed from him / her from time to time.
4. That the third party shall keep the Chandigarh Housing Board, Chandigarh and Chd. Admn. , indemnified against all the losses and / or damages etc. which the Board or the Administration 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 the allotment of any dwelling unit under any scheme of the Chandigarh Housing Board, Chandigarh forever from the date of transfer.
6. That in case any statement made by the second party or the third party is found false or incorrect at any stage, the Board may forfeit all the money paid to it and cancel the allotment made and take possession of the dwelling unit by evicting the third party by following the procedure prescribed in Chapter VI of the Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh.
7. That if any question, difference or objection, whatsoever, shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of any party to this agreement, it shall be referred for the sole arbitration of the person nominated by the Chairman/Chairperson, Chandigarh Housing Board, whose decision shall be final and binding on all the parties.
8. 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 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 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 Board, second and the third party set their hands and signatures on the agreement on this \_\_\_\_\_ day of 2000 in the presence of witnesses.

Witnesses :

Parties :



**CHANDIGARH ADMINISTRATION  
CHANDIGARH HOUSING BOARD**



1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_

Chief Accounts Officer,  
Chandigarh Housing Board,  
Chandigarh.

2. \_\_\_\_\_

Second Party

3. \_\_\_\_\_

Third Party

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