

## **TRIPARTITE 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 (hereinafter referred to as "the Board") of the one part;

2. Sh./Smt./Ms \_\_\_\_\_ son/wife/daughter of Sh. \_\_\_\_\_, aged about \_\_\_\_\_ years, resident of \_\_\_\_\_ (hereinafter referred to as "the second part") and

3. Sh./Smt./Miss \_\_\_\_\_ son/wife/daughter of Sh. \_\_\_\_\_ aged about \_\_\_\_\_ years, resident of \_\_\_\_\_ (hereinafter referred to as "the third party").

Whereas Dwelling Unit No. \_\_\_\_\_ in Sector \_\_\_\_\_ Chandigarh of \_\_\_\_\_ Category was allotted vide Letter No. \_\_\_\_\_ dated to Sh. /Smt./Ms. \_\_\_\_\_ S/o/wife/daughter of \_\_\_\_\_ on Hire-Purchase/ Self -Financing basis.

\*\*\*And whereas the said Dwelling Unit was transferred in the name of the Second Party on the death of the original allottee/ under the Blood Relation Transfer Policy/ under the Mutual/ GPA Transfer Policy of the Chandigarh Housing Board.

And whereas the second and the third parties have requested the Board to transfer the rights/interest in the allotment of above said dwelling unit in favour of the third party.

And whereas the Chandigarh Housing Board has acceded to the request of the second and third parties 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, present or accruing in future in respect of the interest/rights in the above dwelling unit being transferred by the Board in his/her favour.

2. That the third party shall abide by all the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 as well as the provisions of the Haryana Housing Board Act, 1971, as extended to U.T. of Chandigarh and the Rules & Regulations framed thereunder from time to time, as also the terms and conditions on which the allotment of the dwelling unit was made originally in favour of the second party and/or 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.

3. That the third party shall execute and sign all paper, documents, agreements etc. which the Board may require to be executed or signed from him/her from time to time.

4. That the second party and third party shall keep the Chandigarh Housing Board and Chandigarh administration and its Officers and servants indemnified against all

the losses and/or damages etc. which the Chandigarh Housing Board or Chandigarh Administration or its Officers or servants 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 ever for the allotment of any dwelling unit under any Housing Scheme of the Chandigarh Housing Board Chandigarh and so also the third parties so long as the above said dwelling unit is owned/ held by him/her

6. That in case any information furnished at any stage by the second party or third party regarding the present transfer is found to be false or incorrect at any point of time or it is found that any material information effecting the allotment/ transfer of the above said dwelling unit has been suppressed, the Board may cancel the allotment and transfer of dwelling unit made in favour of the third party and forfeit the entire amount already paid to it by any person in respect of the said dwelling unit and take possession of the dwelling unit by evicting its occupants by following the procedure prescribed in Chapter VI of the Haryana Housing Board Act, 1971, an extended to U.T. of Chandigarh.

7. 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 cancel the allotment and transfer of dwelling unit and to evict the occupants thereof and take possession of the dwelling unit 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.

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 above parties set their hands on this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of witnesses.

**Witnesses: Parties**

1. Name \_\_\_\_\_ 1. Chief Accounts Officer,  
Address \_\_\_\_\_ Chandigarh Housing Board,  
\_\_\_\_\_ Chandigarh.  
2. Name \_\_\_\_\_ 2. Second Party \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ 3. Third Party \_\_\_\_\_