

RAJASTHAN HOUSING BOARD,

Form of Acceptance Letter



Date

To,
Estate Manager
Rajasthan Housing Board,

Sub : Allotment of Tenement No.....
Under Registration Scheme Application No.....

Sir,

While acknowledging with thanks your letter No.....
dated I hereby duly accept the allotment made to me
In Scheme at
and agree to abide by all the conditions and also agree to pay the disposal price as shown in the
demand Notice schedule time.

I am complying with the requirements and Submitting the same within time.

Yours faithfully

(full signature of the allottee/hirer)

Form No.....
complete address on which
Correspondence is required to be made

RAJASTHAN HOUSING BORAD



FORM OF AFFIDAVIT

NOTE- This affidavit should be on a stamped paper of Rs. 100/- and shall be attested by a Magistrate / Sub-Judge / Notary Public.

Affidavit of.....son / daughter / wife

of.....resident of.....

.....

.....afore said solemnly affirms
and say as follows –

1. I, or, my wife / husband or any of my dependent relations including minor children do not own in full or in part on free-hold basis, any residential plot or house, in the Urban areas. of

2. My total annual income from all sources including the income of my wife / husband and dependent relations does not exceed Rs...../- during the year.....

Deponent

I.....aforesaid solemnly affirm
and say that the facts mentioned in paras 1 & 2 are correct to the best of my knowledge and nothing is
therein and nothing material has been concealed therefrom.

Deponent

Attested
Magistrate/Sub-Judge/Notary Public

Place.....

Date.....



LETTER OF GUARANTEE

Place :

Date :

Rajasthan Housing Board 

Dear Sirs

In consideration of your having at my request and upon the terms that I give in guarantee, allotted a house No. (hereinafter referred to as the house) of Costing Rs.

Shri

..... (hereinafter referred to as the Allottee/s) is which expression shall unless the context otherwise requires include his/her heirs executors, administrators and permitted assigns) broadly on the terms and conditions stated in the allotment letter duly accepted by the Allottee/s, AND WHEREAS pursuant to the said Allotment letter you have agreed to enter into a Agreement as per the draft there of here with annexed which I have Perused and the terms and conditions whereof are known to me, AND IN Consideration of your having at the request of the Allottee/s, and my request and upon the terms and stipulations that I give this guarantee to you agreed to allot the house/flat and defray the cost of that to the Allottee/s,

(1)

1. I DO HEREBY GUARANTEE that the Allottee/s, jointly and severally, will duly and punctually observe and perform such and every one of the obligations, to pay money, whether for or towards principal, interest, additional interest, commitment charge, extra charges on arrears, service charges redemption premium, costs or otherwise howsoever on their part contained in the said Agreement and also in any instruments or instruments that may hereafter be executed by him/them in your favour modifying the terms of the said Agreement AND I DO HEREBY AGREE, AND UNDERTAKE THAT in the event of the default on his their part or on the part of any one of them in making payments in discharge of any of such obligations, I shall forthwith upon your notifying such default to me, such notification to be conclusive and binding on me as to such default make payment to you not only of the instalments due in respect of the defaulted instalments but also in the event of your having accelerated the payment of the balance of the dues make payment to you of the entire dues with out demur or protest myself notwithstanding any protestations from the Borrower/s and I shall without prejudice to all your other rights indemnify you and keep you indemnified against all loss of principal interest or other monies due to you in respect of the dues under the said Agreement and/or any instrument or instruments that may hereafter be executed by the allottee/s in your favour and all costs, charges and expenses whatsoever which you may incur by reason of any such default on the part of the Allottee/s.

2. I here by accord my consent to the terms of the said Agreement and/or any instrument or instruments that may hereafter be executed by the allottee/s in your favour as aforesaid, being by mutual consent between you and him/ them in any respect varied or modified with out requiring my consent or approval there to and I agree that My liability under this Guarantee shall in no manner be affected by such variations and modifications and I expressly give up all my rights as surely under the provision of the Indian Contract Act, 1872 in that behalf.

3. You shall have the fullest liberty without in any way affecting this Guarantee and discharging me from my liability thereunder to postpone for any time or from time to time the exercise of any power of powers reserved to or conferred on you by the said Agreement or any instrument or instruments that may hereafter be executed by the allottee/s in your favour and to exercise the same at any time and in any manner and either to enforce or forbear to enforce payment of principal or interest or other monies due to you by the Allottee/s or any of the remedies or securities available to you or to grant any indulgence or facility to the Allottee/s AND I SHALL not be released by any exercise by you of your liberty with reference to the matters aforesaid

(2)

or any of them or by reason of him being given to the Allottee/s or of any other forbearance, act, or commission on your part or any other indulgence by you to the Allottee/s or by any other matter or thing whatsoever which under the law relating to sureties would but not this provision have the effect of so releasing me AND I hereby waive all suretyship and other rights which I might otherwise be entitled to enforce or which but for this provision have the effect of releasing me.

4. This Guarantee shall be enforceable against me not with Standing that the securities (if any) that may be comprised in any instrument or instruments that may be executed by the Allottee/s or any other persons in your favour shall be at the time when proceedings are taken against me hereunder be outstanding, or unrealised.

5. In order to give effect to this Guarantee you shall be entitled to act as if I was the principal debtor to you for all payments guarantee by me as aforesaid.

6. Without prejudice to what is stated in any other clause herein and without in any way whatsoever limiting or restricting the scope and the operation of the Guarantee herein contained or the liability therefrom arising and keeping this Guarantee and all the obligations and liabilities thereunder in full force and effect, I, in particular agree, assure and undertake that the Allottee's shall in terms of the said Agreement and/or any other instruments or documents executed here after pay you every month during the period of tenancy the amount of Rs. (Rupees

..... only) (or any other amount as the case may be) being the Equated Monthly Instalment, failing which, I shall make good the default by making full payment of the Equated monthly instalment within seven days of the due date without any notice of the default having been received from you. I undertake the obligation to verify whether Allottee/s has/have paid the Equated Monthly instalment and in default pay it myself without being called upon to do so, notwithstanding anything to the contrary herein contained, without conferring any legal obligation in you to give any notice and in the event of any notice of demand being issued by you to me (Which shall be final, binding and conclusive on the allottee/s and me) I shall forthwith, without any demur, protest or objection and notwithstanding any protestations from the Allottee/s pay the amount mentioned therein, without your being required to obtain any consent or confirmation from the Allottee/s.

7. This Guarantee is containing one and shall be binding on me, my heirs, administrators, Assigns and successors for all amount of principal of the Loan

(3)

under the said Agreement under any instrument or instruments that may hereafter be executed by him/her in your favour or with you as also for all interest, additional interest, commitment charges, extra charges or arrears service charges, costs and other monies which may from time to time become due and remain unpaid to you by the Allottee/s thereunder and shall remain in force until all such monies shall be paid off in full with interest, costs and other monies. Notwithstanding anything contained herein my maximum liability to words the principal amount together with interest, additional interest, commitment charges, extra charges on arrears, service charges, redemption premium, costs, or otherwise howsoever under this Guarantee shall not exceed one and a half times the cost of the property under the agreement.

8. The benefit of this Guarantee shall ensure for the benefit of your successors and assigns and shall be irrevocable until the discharge by me of all my obligations thereunder.
9. This Guarantee shall not be affected not shall this Guarantee be in anywise prejudiced by your absorption or by your amalgamation with any company or corporation or concern but shall be available for and to the absorbing or amalgamated company, corporation or concern.
10. I assure you that I am under no disability or restriction to give you this guarantee and to undertake to you the repayment and pecuniary obligations of the Allottee's set out in the said Agreement.
11. I agree and acknowledge that this Guarantee shall ipso facto come into force and become valid and binding on me immediately upon the Agreement being executed between the Allottee/s and you without requiring any further consent or confirmation from me.
12. You shall have the fullest liberty without in anyway affecting this Guarantee and discharging me from my liability thereunder to increase or decrease the cost and/or vary the rate interest and/or repayment terms thereof without any reference or needing prior consent from me. However as indicated in Clause (7) hereinabove my maximum liability under the Guarantee shall not exceed one and a half times the cost.
13. I further assure you that I have not given any guarantee to RHB in respect of any person/s other than the Allottee/s and I undertake not to give guarantee to RHB in respect of any person/s other than the Allottee/s until this guarantee has been cancelled by you.

(4)

Signature of the Guarantor

Name of the Guarantor

Age of the Guarantor

Office Address

Designation

Telephone No. (Office)

Residential Address

Telephone No. (Residence)

Verification of the Guarantor's Signature

Signature of the person verifying

Name of the person verifying

Designation/Profession

Address

Rubber Stamp/Office Seal

(5)

Rajasthan Housing Board, Jaipur
UNDERTAKING
(On Non-Judicial Stamp of Rs. 100/-)



WHEREAS, I, _____ S/o _____ resident of _____ on an application made to the Rajasthan Housing Board under the Rajasthan Housing Board Disposal of Property Regulations 1973 (herein after called the said Regulation) have been allotted a _____ (size) tenement bearing No. _____ Situated in _____ (here in after called the tenement).

AND WHEREAS under said regulations, it is obligatory on my part to form and register an agency with the Rajasthan Housing Board for the management and administration of the common proportion and common services attached to the plots, execute the conveyance deed for the tenant and perpetual lease deed for land, hire-purchase Tenancy Agreement under and before the possession of the tenement is handed over to me.

AND WHEREAS, I in my own interest, have applied to Rajasthan Housing Board for the possession of the tenement allotted for immediate occupation, before the completion of the various formalities required to be performed by the under the said Regulations and execution and registration of the documents provided in the Regulations.

I, _____ S/o _____ hereby undertake that in the event of the possession of the flat allotted, being given to me earlier, I shall abide by all the terms and conditions that are set forth in the Rajasthan Housing Board Disposal of Property Regulation, 1970 including document contained therein or may be set forth in the hire purchase Tenancy Agreement, Conveyance deed for the tenement and the lease deed for the land under and apportioned to the tenement by the Rajasthan Housing Board and shall sign and execute the same with the Rajasthan Housing Board and get the same registered at my own cost and expense in the manner prescribed under Regulations, within 90 days from the date of handing over the tenement of such extended period as may be permitted by the Chairman, Rajasthan Housing Board from time to time and that during the said period to 90 days or such extended period as may be permitted I shall be responsible for looking after the maintenance of the services attached to the tenement allotted.

I further undertake that I shall constitute and become a member of the Registered agency described under the said regulations and abide by the constitution, a model from which I have read and understood.

I also undertake not to make any additions and alterations in the dwelling unit allotted to without obtaining prior and written permission from the Rajasthan Housing Board. It will be open to the Rajasthan Housing Board to cancel the allotment and resume the possession of the dwelling unit, if I fulfill the undertaking given herein.

Signed by me, _____ on _____ day _____ one thousand nine hundred and _____

In the presence of

Allottee

Witness 1,

Witness 2

Attested by
Notary Public/Magistrate.

राजस्थान आवासन मण्डल,

हस्ताक्षर प्रमाण-पत्र



प्रमाणित किया जाता है कि श्री/श्रीमती/शुभाशी

पुत्र/पत्नि/पुत्री श्री

निवासी

आवंटी आवास सं.

योजना का नाम

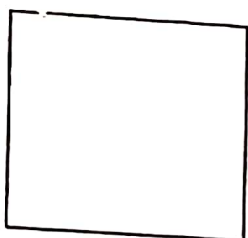
जयपुर के हस्ताक्षर निम्न हैं। उक्त प्रमाण पत्र आवास का कब्जा प्राप्त करने तक ही वैध है।

तीन हस्ताक्षर

(1)

(2)

(3)



हस्ताक्षर

राजपत्रित अधिकारी

राजस्थान आवासन मण्डल, जयपुर

श्री. वृत्त. कार्या/

दिनांक :

उक्त प्रमाण-पत्र पर प्रमाणित किये गये हस्ताक्षरों का मूल पत्रावली से मिलान कर लिया गया है।

सम्पदा प्रबन्धक

राजस्थान



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