

**GRANT OF PERMISSION/NOC FOR TRANSFER OF LEASE RIGHTS BY WAY
OF SALE/ GIFT/ EXCHANGE/FAMILY TRANSFER DEED**

**CHECKLIST FOR DOCUMENTS TO BE UPLOADED/VERIFIED BEFORE SUBMISSION
(In Original) AT COUNTER FOR GRANT OF PERMISSION/NOC FOR TRANSFER OF
LEASE RIGHTS BY WAY OF SALE/ GIFT/ EXCHANGE/FAMILY TRANSFER DEED**

S. No.	Document/Content
1.	Application for the Grant of NOC – Annexure- 1
2.	Affidavit-cum-indemnity bond by seller/donor/transferor (Annexure- 2)
3.	liability affidavit-cum-indemnity bond by purchaser/transferee/donee (Annexure- 3)
4.	Self attested Photo identity Proof i.e. Aadhar Card/Passport/Voter ID Card/Pan Card of applicant(s) Seller/Transferor/donor.
5.	Self attested Photo identity Proof i.e. Aadhar Card/ Passport/Voter ID Card/Pan Card of Purchaser(s)/Donee(s)/Transferee(s).
6.	Details of Legal heirs alongwith photographs of Intending(s)Purchaser/Donee (s)/Transferee(s).
7.	Clearance against loan/Mortgages, if any (in original)- Annexure-4.
8.	• Self- attested copy of Occupation Certificate or Sewerage Connection issued by the competent authority. - OR • In case neither of the above certificate is available, the applicant shall submit:- ➤ Self –attested copy of Permanent electricity or water connection release certificate issued by the concerned department, clearly indicating the release date, - AND ➤ Certificate in original from the Architect confirming the completion of construction and habitability of the premises <i>not later than six months</i> (Annexure-5).
9.	In case of Partnership Firm:- • Attested Copy of partnership deed(s) with chain of partners. • Authorization letter in favour of Authorized Signatory/Partner not later than 30 days - (Annexure-6).
10.	In case of Limited Company/Private Limited Company:- a) Copy of Memorandum of Articles of Association, b) Copy of resolution in favour of Authorized Signatory/Director to apply for transfer not later than 30 days - Annexure-7. c) Copy of incorporation certificate, Form No. 32 d) Copy of PAN and TAN Card of the company duly attested by Notary Public
11.	In case No Objection Certificate is applied through GPA/SPA/Sub-GPA:- • Attach certified copy of GPA/SPA/Sub-GPA. • Affidavit of GPA holder (Annexure-8):-

NOTE: 1. If any document is prepared/executed outside INDIA, such document needs to be submitted after getting the same EMBOSSED from the O/o Finance Department, Chandigarh Administration.

2. The transfer fee or unearned increase, as the case may be, shall be demanded from the applicant(s) only after obtaining orders from competent authority.

3. One time approval shall be obtained from competent authority. The NOC shall be issued accordingly on receipt of transfer fee or unearned increase, as the case may be.

4. Documents already available in Estate Office records need not be submitted afresh. Applicants may provide a self- attested/notarized copy or clearly indicate that the document already exists in Estate Office records. Fresh verified copies or originals to be submitted if required by law or where authenticity of photocopy is doubtful.
5. False information or misrepresentation will lead to outright rejection of the application. Applicants will be required to apply afresh with complete documents as per the prescribed checklist.
6. Notarized affidavits will be accepted in place of affidavits attested by Executive Magistrate, except where otherwise specifically required by law/policy.
7. The Estate Office reserves the right to seek additional documents, if considered necessary, in exceptional cases.
8. The application shall be finally processed/approved only after clearance of all such dues/charges and compliance of other deficiencies, if any."

**ISSUANCE OF NO OBJECTION CERTIFICATE FOR
SALE/TRANSFER/EXCHANGE/GIFT DEED**

To

The Estate Officer,
U.T., Chandigarh.

Subject: Issuance of No Objection Certificate in respect of _____%
Share of Plot/Site/Property No. _____, Sector/Phase
_____.

Sir/Madam,

It is submitted that I/we are the owner(s) of _____Share in
respect of House/SCO/Booth/indl. Site/Plot No. _____,
Sector/Phase _____, Chandigarh. I/We wish to
sell/transfer/gift/exchange _____share of above mentioned property to
_____(Name of Intending
Purchaser(s)/Transferee(s), resident of
_____.

It is, therefore, requested that No Objection Certificate of _____
Share to sell/transfer/gift/exchange the aforesaid property may please be
issued to me/us.

Thanking you

Dated: _____

Yours faithfully

(Signature) _____

Name & Address:

PHOTO

AFFIDAVIT-CUM-INDEMNITY BOND BY SELLER/DONOR/TRANSFEROR
(on stamp paper worth Rs. 100/-)

I/We, _____ S/o, W/o, D/o _____, resident of _____, do hereby solemnly affirm and declare as under:

1. That the above said deponent (s) is/are the absolute and undisputed owner (s) of _____share in respect of _____Site/Plot/Property no. _____Sector _____, Chandigarh (File no.....).
2. That the deponent (s) is/are applying for the grant of NOC for sale/transfer/gift of _____share in the above detailed property in favour of _____ (name of Intending Purchaser/Donee/Transferee)
3. That the said property is neither under attachment by any Court of Law nor is there any order of injunction, stay or restraint from any Court or Authority.
4. That the deponent(s) has/have verified and ensured that the allotment of the above-mentioned site/building has not been cancelled or resumed, nor are any such proceedings pending before any Authority or Court.
5. That there are no building violations or misuse in respect of the said site/building, and no notice or proceedings are pending in this regard. In the event any building violation or misuse is found or detected at any later stage, the deponent(s) undertakes to remove such violations/misuse at his/her/their own cost and to bear all consequential liabilities.
6. That there are no dues or amounts of any kind payable in respect of the said property to any Authority, Chandigarh Administration, or Estate Office, U.T. Chandigarh. The deponent(s) further undertakes that if any dues pertaining to the period of his/her/their ownership are found payable at any time, the same shall be paid by the deponent(s) without involving the Estate Office/Chandigarh Administration, and any settlement with the previous owner(s) shall be done by the deponent(s) at his/her/their own cost and responsibility.
7. That the building is complete uptoStorey. The deponent(s) undertakes to obtain the statutory Occupation/Completion Certificate, if not already obtained by the previous owner and to remove any misuse/building violations if required, and to pay penalty/charges as may be levied by the competent authority.
8. That the deponent(s) shall be personally liable for settling all court cases, dues, or liabilities pertaining to the said property, if any, and shall indemnify the Estate Office/Chandigarh Administration against the same.
9. That I hereby undertake to pay all sums due in connection with the above said property mentioned above and to abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and rules framed there-under. I shall also abide by the conditions

mentioned in the allotment letter as well.

10. That the deponent(s) shall indemnify and keep indemnified the Estate Officer, U.T. Chandigarh and its employees against all losses, damages, claims, demands or expenses that may arise on account of transfer of the said property.
11. That if any person raises any claim regarding the said property, the deponent(s) shall defend such litigation at his/her/their own cost, and shall indemnify the Estate Office/Chandigarh Administration against any loss arising therefrom.
12. That the deponent(s) declares that the said property has not been mortgaged with any Bank/Financial Institution, and no loan has been obtained against it. In case any loan is found to have been taken, the deponent(s) undertakes to produce a valid "No Dues Certificate" from the concerned Bank/Institution.
13. That the deponent(s) undertakes to indemnify the Estate Office/Chandigarh Administration against any claim, suit, damages, or legal proceedings initiated against it on account of this transfer, and shall make good any loss/damage suffered by them.

14. That my/our latest specimen signatures are as under: -

1. _____ 2. _____ 3. _____

1. _____ 2. _____ 3. _____

Place: _____

Dated: _____

SELLER/DONOR/TRANSFEROR
(Signature with full name)

In witness whereof, the deponent(s)-cum-executant(s) has/have set his/her/their hands on this Affidavit-cum-Indemnity Bond in the presence of the following witnesses, on this ____ day of _____, at Chandigarh.

Witness No. 1
(Name, Address & Signature)

Witness No. 2
(Name, Address & Signature)

SELLER/DONOR/TRANSFEROR
(Signature with full name)

VERIFICATION:-

It is certified that the above statements made herein are true and correct to the best of the deponent(s) knowledge and belief, and nothing material has been concealed. In case of concealment or misrepresentation, the deponent(s) shall be liable for legal action as per law, including provisions of the Bharatiya Nyaya Sanhita, 2023 and any other applicable law.

SELLER/DONOR/TRANSFEROR
(Signature with full name)

PHOTO

**LIABILITY AFFIDAVIT-CUM-INDEMNITY BOND BY
Purchaser/Donee/Transferee
(on stamp paper worth Rs. 100/-)**

I/We, _____ S/o, W/o, D/o _____, resident of _____, do hereby solemnly affirm and declare as under:

1. That I/we have agreed to purchase/agreed to accept transfer/gift of _____ Share in respect of _____ Site/Plot/Property No. _____, Sector _____, Chandigarh, (File No. _____) from its owner(s) namely _____.
2. That this document/undertaking pertains to Site / plot/ Property No. _____ Sector _____ at Chandigarh.
3. That there are no building violations or misuse in respect of the said site/building, and no notice or proceedings are pending in this regard. In the event any building violation or misuse is found or detected at any later stage, the deponent(s) undertakes to remove such violations/misuse at his/her/their own cost and to bear all consequential liabilities.
4. That there are no dues or amounts of any kind payable in respect of the said property to any Authority, Chandigarh Administration, or Estate Office, U.T. Chandigarh. The deponent(s) further undertakes that if any dues pertaining to the period of his/her/their ownership are found payable at any time, the same shall be paid by the deponent(s) without involving the Estate Office/Chandigarh Administration, and any settlement with the previous owner(s) shall be done by the deponent(s) at his/her/their own cost and responsibility.
5. That the building is complete uptoStorey. The deponent(s) undertakes to obtain the statutory Occupation/Completion Certificate, if not already obtained by the previous owner and to remove any misuse/building violations if required, and to pay penalty/charges as may be levied by the competent authority.
6. That the deponent(s) shall be personally liable for settling all court cases, dues, or liabilities pertaining to the said property, if any, and shall indemnify the Estate Office/Chandigarh Administration against the same.
7. That no fragmentation shall be made in the site.
8. That I hereby undertake to pay all sums due in connection with the above said property mentioned above and to abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and rules framed there-under. I shall also abide by the conditions mentioned in the allotment letter as well.
9. That the deponent(s) shall indemnify and keep indemnified the Estate Officer, U.T. Chandigarh and its employees against all losses, damages, claims, demands or expenses that may arise on account of transfer of the said property.
10. That in case the Estate Officer, U.T. Chandigarh or its employees suffer any loss on account of

the transfer of the said property, the deponent(s) undertakes to make good such loss forthwith.

11. That if any person raises any claim regarding the said property, the deponent(s) shall defend such litigation at his/her/their own cost, and shall indemnify the Estate Office/Chandigarh Administration against any loss arising therefrom.
12. That the deponent(s) declares that the said property has not been mortgaged with any Bank/Financial Institution, and no loan has been obtained against it. In case any loan is found to have been taken, the deponent(s) undertakes to produce a valid "No Dues Certificate" from the concerned Bank/Institution.
13. That the deponent(s) undertakes to indemnify the Estate Office/Chandigarh Administration against any claim, suit, damages, or legal proceedings initiated against it on account of this transfer, and shall make good any loss/damage suffered by them.
14. That the deponent (s) undertakes that the property shall be used for the purpose for which it's has been allotted.
15. That my/our latest specimen signatures are as under: -

1. _____ 2. _____ 3. _____

1. _____ 2. _____ 3. _____

Place: _____

Dated: _____

Purchaser/Donee/Transferee
(Signature with full name)

In witness whereof, the deponent(s)-cum-executant(s) has/have set his/her/their hands on this Affidavit-cum-Indemnity Bond in the presence of the following witnesses, on this ____ day of _____, at Chandigarh.

Witness No. 1
(Name, Address & Signature)

Witness No. 2
(Name, Address & Signature)

Purchaser/Donee/Transferee
(Signature with full name)

VERIFICATION:-

It is certified that the above statements made herein are true and correct to the best of the deponent(s) knowledge and belief, and nothing material has been concealed. In case of concealment or misrepresentation, the deponent(s) shall be liable for legal action as per law, including provisions of the Bharatiya Nyaya Sanhita, 2023 and any other applicable law.

Purchaser/Donee/Transferee
(Signature with full name)

On the letter head of Financial Institution

No Objection Certificate

The loan against the property bearing No. _____, Sector ____, Chandigarh owned by S/Sh. _____ has been cleared and nothing is outstanding against them.

We don't have any objection if the above said property is being old/transferred by S/Sh. _____.

(Authorised signatory)

Office Seal

On the letter head of Architect (Registered)

TO WHOMSOEVER IT MAY CONCERN

It is certified that the _____ has been constructed as per Sanctioned Building Plan and there is no violation in the building so constructed.

(Authorised signatory)

Office Seal

Annexure- 6

(On the letter head of firm)

TO WHOMSOEVER IT MAY CONCERN

I/We hereby authorise Sh/Smt. _____S/D/W/o _____to
submit the documents for _____ on behalf of our firm M/s
_____. The specimen signatures of Sh. _____are attested here
below:-

1. _____
2. _____
3. _____

(Name and signature of Partners with Seal)

(On the letter head of Company)

BOARD OF RESOLUTION

I/We as Board of Directors hereby RESOLVE that the company has agreed to purchase/sell the property bearing No. _____, Sector _____, Chandigarh.

Sh/Smt. _____ S/D/W/o _____, (director/authorised person) is hereby authorized to submit the documents on behalf of our company M/s

_____.

The specimen signatures of Sh. _____ are attested here below :-

1. _____

2. _____

3. _____

(Name and signature of Directors with Seal)

Annexure- 8

AFFIDAVIT

(On stamp paper worth Rs. 50/- and duly attested by Notary)

I/We, _____, s/o S/Sh. _____ r/o _____, Sector ____, Chandigarh, do hereby affirm and declare as under :-

1. That I/We are GPA/SPA of S/Sh. _____ S/o _____ in respect of _____ % share of _____, Sector _____, Chandigarh and the said GPA was duly executed/Registered at Sr. No. _____ dated _____.
2. That the executants(s) of the GPA/SPA is/are still alive and the GPA/SPA executed by him/her/them has not been revoked/cancelled till date and it is still valid and operative.
3. That there is no under hand sale involved **between** the lessee(s)/owner(s)/executants(s) of GPA/SPA and the GPA/SPA holder(s)/deponent(s). The GPA/SPA has not been executed to circumvent the provisions of Indian Stamp Act 1899.

DEPONENT

VERIFICATION :

It is certified that the information provided is true and correct to the best of my knowledge and nothing has been concealed therein. In case of concealment or misrepresentation, the deponent(s) shall be liable for legal action as per law, including provisions of the Bharatiya Nyaya Sanhita, 2023 and any other applicable law.

DEPONENT