

**TRANSFER OF LEASE RIGHTS ON THE BASIS OF REGISTERED DEED OF
TRANSFER BY WAY OF SALE/GIFT/ EXCHANGE/FAMILY TRANSFER DEED**

**CHECKLIST FOR DOCUMENTS TO BE UPLOADED/VERIFIED AT COUNTER FOR
TRANSFER OF OWNERSHIP OF LEASE RIGHTS ON THE BASIS OF REGISTERED
DEED OF TRANSFER BY WAY OF SALE/GIFT/ EXCHANGE/FAMILY TRANSFER
DEED**

S. No.	Documents/Contents
1.	Application for Transfer of Lease Rights signed by the applicant (s) - Annexure-1
2.	Certified copy of Lease Rights Transfer Deed by way of Sale/Gift/Family Transfer/Exchange Deed, executed/registered in the office of the Sub-Registrar, U.T., Chandigarh.
3.	Affidavit cum- Indemnity bond of Transferee(s)/ applicant(s) duly witnessed by two Witnesses and attested by the Notary Public or Executive Magistrate- Annexure-2
4.	In case of Lease Rights Transfer Deed by way of Sale Deed/Gift Deed/Transfer Deed/Exchange Deed is executed in favour of transferee(s) through GPA/ SPA/Sub GPA:- a) Attach certified copy of GPA/SPA/Sub GPA, duly attested by the Notary Public. b) An Affidavit of GPA holder (Annexure-3).

- NOTE: 1** If any document is prepared/executed outside INDIA, such document needs to be submitted after getting the same EMBOSSSED from the O/o Finance Department, Chandigarh Administration.
- 2** 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.
 - 3.** 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.
 - 4.** Notarized affidavits will be accepted in place of affidavits attested by Executive Magistrate, except where otherwise specifically required by law/policy.
 - 5.** The Estate Office reserves the right to seek additional documents, if considered necessary, in exceptional cases.

Annexure - 1**TRANSFER ON THE BASIS OF SALE/TRANSFER/GIFT/EXCHANGE DEED (LEASE RIGHTS) (AFTER NOC)**

To

The Estate Officer, U.T.,
Chandigarh.

Subject: Transfer of lease rights in respect of _____% Share of
Plot/Site/Property No. _____, Sector/Phase _____,
Chandigarh on the basis of Sale/Transfer/Gift/Exchange.

Sir/Madam,

The applicant has purchased/accepted the transfer of lease
rights in respect of _____ Share in respect of House/SCO/Booth/indl. Site/Plot
No. _____, Sector/Phase _____, Chandigarh,
from its owner(s) namely Sh./Smt.
_____ on the basis of Deed of
Transfer of Lease Rights by way of Sale/ Transfer/Gift/Exchange Deed, duly registered
in the office of the Sub Registrar, Chandigarh at Sr. No. ____, Book No.____, Volume
No._____, Page No._____, dated
_____.

You are, therefore, requested to transfer the lease rights in the said
property in my/our favour.

Thanking you

Dated: _____

Yours faithfully

(Signature) _____

Name & Address:

PHOTO

AFFIDAVIT-CUM- INDEMNITY BOND

(on stamp paper worth Rs. 100/-)

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

1. That by all possible means, the deponent(s) have made himself/herself/themselves satisfied and aware _____, is/are the genuine and absolute owner(s) of property i.e. _____. No proceedings/litigation with regard to her/his/their title/ownership qua the above site/building/ property or otherwise is/are pending before any competent authority or the Court of Law.
2. That the under reference property is neither attached from any competent court of law nor there is any restraining or stay passed by any competent court of law.
3. That the deponent(s) also made himself/herself/themselves satisfied that the allotment of above-mentioned site/building neither stands cancelled/resumed nor any such proceedings pending before any competent authority or the Court of Law.
4. That there are neither any building violations at the above-mentioned site/building nor the site is under any misuse. There is no notice/proceedings pending on account of misuse/ building violations of the above site/building. Even if, any such misuse/building violation is detected at any subsequent stage, the deponent(s) undertakes to remove such misuse/building violation at his/her cost and also to face the consequential proceedings.
5. That there is/are no dues/amount of any kind payable by _____ of any of the authorities/Chandigarh Administration/ Estate Office U.T., Chandigarh, the deponent(s) undertakes to pay, if any, dues pertaining to the period of his/her/their ownership of _____ or his ownership are found payable at any point of time, irrespective of the fact as to whether _____ pays them or not. It is further undertaken that in such circumstances; the deponent(s) shall settle the claims with the previous Owner/s at his/her/their own cost and shall not involve the Estate Office/Chandigarh Administration in such settlement.
6. That the Completion Certificate/Sewerage Connection stands issued in respect of said site/building. However, the deponent(s) shall obtain the statutory Completion/occupation Certificate, if not obtained earlier by the previous owner and remove the building violations/misuse, if any and shall be liable to pay the penalty/violation charges as per orders of the competent authority.
7. That the deponent shall be personally liable for setting all the court cases and dues so levied by the Administration/ Estate Office, Chandigarh for settling the past liabilities.
8. That the deponent(s) will execute the Redemption Deed if not executed earlier, whenever applicable.

9. That the deponent(s) shall remain liable to indemnify the Estate Officer, U.T., Chandigarh and/or its employees for all such losses, damages, claims on account of transfer of this property.
10. That in case the Estate Officer, U.T., Chandigarh or any of its employees would suffer any loss on account of transfer of said property, then the deponent(s) shall be liable to make good the loss which may be sustained by the Estate Officer or its employees on account of this transfer. The deponent(s) shall remain liable to indemnify the Estate Officer, U.T., Chandigarh and or its employees for all such losses, damages and claims.
11. That if any person will make any claim regarding said property, the litigation of the same shall be defended by the deponent(s) and the loss suffered by the Estate Officer shall also be made good by the deponent(s) and his/her/their properties.
12. That the deponent(s) assures that the site in question has not been mortgaged with any bank/financial institutions anywhere in India and loan has not been obtained against the site in question. If any loan is found obtained against the said property in that case the deponent(s) undertakes to submit the No Due Certificate from the concerned Bank.
13. That the deponent(s) assures that the property shall be used for the purpose for which it has been allotted.
14. That the deponent(s) undertakes to indemnify the Estate Office, Chandigarh against any claim, suit, legal proceedings, damages, initiated against the Estate Office UT Chandigarh or any other authority of the Chandigarh Administration and also to make good the loss/damages caused to them, by any person(s), for taking action/passing orders based on this affidavit-cum-Indemnity Bond.

Place:

Dated:

Deponent-cum-Executant

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

Witness No. 1

Witness No. 2

Deponent-cum-Executant

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.

Deponent-cum-Executant

Annexure- 3**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