

TRANSFER OF OWNERSHIP ON THE BASIS OF COURT DECREE/FAMILY SETTLEMENT/PROBATE OF WILL

CHECKLIST FOR DOCUMENTS TO BE UPLOADED/VERIFIED AT COUNTER

S. No.	Document/Content
1.	Application for Transfer of Ownership/Lease Rights duly signed by the applicant (s)/Beneficiary(s) – Annexure –1
2.	Certified or Notarised copy of Will, as the case may be. (If applicable)
3.	Translated copy of WILL in English, if it is in other language. (If applicable)
4.	Liability Affidavit of beneficiary(s)/Intending Transferee(s) duly attested by the Notary Public. - Annexure –2
5.	Indemnity bond of beneficiary(s) witnessed by two Witnesses and attested by the Competent Authority - Annexure –3.
6.	Self-Attested photo identity proof i.e. Aadhar Card/Passport/Voter ID Card/Pan Card of the beneficiary(s).
7.	Certified copy of Court Decree/Family Settlement Deed issued by the office of Sub-Registrar, U.T, Chandigarh (if registered) (Non Mandatory) Or Notarized copy of Court Decree/Family Settlement Deed. (if Un-registered)
8.	Attested copy of Civil Suit, on the basis of which decree has been passed by the Hon`ble Court.
9.	Death Certificate in Original of the deceased alongwith its translation in English language, if it is in other language.
10.	In case of death of any legal heir/beneficiary of the WILL, his/her/their Death Certificate in original alongwith its translation in English language, if it is in other language.
11.	Clearance of previous loan/NOC for transfer, if any, taken from any Bank/Financial Institution or any Govt./Semi Govt. body (Original). – Annexure -14
12.	<ul style="list-style-type: none"> • Self attested copy of Occupation Certificate/Sewerage Connection/Certificate of date of Permanent release of Electricity or Water Connection from the concerned authority with Release Date, if O.C. or S.C. not available in software. • A certificate (in original) issued by the Registered Architect on his/her letter head - Annexure-15.
13.	In case Transfer of Ownership/Lease Rights is applied through GPA/SPA/Sub-GPA:- <ul style="list-style-type: none"> • Attach certified copy of GPA/SPA/Sub-GPA. • Affidavit of GPA holder - Annexure-11

NOTE: 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.

**TRANSFER ON THE BASIS OF COURT DECREE/COMPROMISE
DEED/FAMILYSETTLEMENT DEED/PROBATION OF WILL**

To

The Estate Officer,
U.T., Chandigarh.

Subject: Transfer of _____% Share of Plot/Site/Property No. _____,
Sector/Phase _____, Chandigarh on the basis of Family
Settlement/Court Orders/Court Decree/Compromise Deed/
Probation of Will.

Sir/Madam,

It is submitted that I/We have been declared as owner(s) of _____
Share in respect of House/SCO/Booth/indl. Site/Plot No. _____,
Sector/Phase _____, Chandigarh, by virtue of Family
Settlement/Court Orders/Court Decree/Compromise Deed/Probation of Will
dated _____ passed by the Court of _____ in the
civil suit titled as _____.

It is certified that all the legal heirs were duly impleaded as a party in
the petition for grant of probate of letter of Administration (in case of probate of
Will) and there is no stay/restraining order passed by any Hon'ble Court of Law
in India regarding transfer of ownership of property.

Now, I/we are fully entitled to get the ownership/lease rights
transferred in my/our name(s) on the basis of Family Settlement/Court
Orders/Court Decree/Compromise Deed/Probation of Will.

You are, therefore, requested to transfer the above said property on
the basis of Family Settlement/Court Orders/Court Decree/ Compromise
Deed/Probation of Will at the earliest.

Thanking you

Dated: _____

Yours faithfully

(Signature) _____

Name & Address:

LIABILITY AFFIDAVIT

I/We _____ Son/ Wife/Daughter of _____ R/o _____ do hereby solemnly affirm and declare as under:-

1. That Sh./Smt. _____ is owner of Site/plot/Property No. _____ Sector _____ at Chandigarh to the extent of _____ % Share, vide allotment letter No. _____ dated _____
2. That Sh./Smt. _____ expired on _____ leaving behind the following legal heirs:- (IF APPLICABLE)

Sr. No.	Name of Legal Heir(s)	Age	Relation with deceased (Mother/Wife/Husband/ Son(s)/Daughter(s))	Latest Address

3. That the name of all the legal heirs of the deceased have been mentioned above and no other legal heir(s) have been left out and their address(es) indicated above are also true and correct.
4. That the executant(s) has/have applied for the transfer of ownership/lease rights on the basis of Court Decree/Family Settlement Deed/ Probate of Will dated _____, duly registered in the office of the Sub Registrar, Chandigarh (if registered).
5. That I/We 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/We shall also abide by the conditions mentioned in the allotment letter as well.
6. That the building is complete upto _____ storey. The Occupation Certificate has been/not been obtained and there is no building violation.
7. That there is no stay/restraining order passed by any Hon'ble Court of Law in India regarding transfer of ownership of property. The present status/next date of hearing of the case is _____ (in case of pending dispute/litigation in any Court of Law).
8. That there is no litigation pending in any Court of Law regarding this property.
9. That no fragmentation shall be made in the site.

10. That the property is free from all sorts of encumbrances i.e. Sale/Transfer/Gift/ Mortgage/ Lien/ Charge of Bank(s) /Financial Institutions.
11. The Court Decree/Family Settlement Deed Probate of Will has attained finality and has not been challenged further in any Court of Law anywhere in India.
12. All the legal heirs/stake holders were made party to the Court Decree/Family Settlement Deed/ Probate of Will.
13. Any of the legal heirs/stake holders or any other person(s) have no objection towards the transfer of said property on the basis of Court Decree/Family Settlement Deed/ Probate of Will. If so found at any later stage I/we shall be fully responsible for the same.
14. My /our Specimen signatures are as under:-

Place: Chandigarh

Deponent(s)

Dated

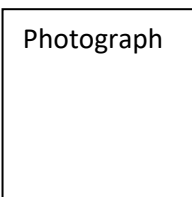
Verification

I/We, the above named deponent(s) do hereby verify that the application/affidavit is correct to the best of my/our knowledge and belief and nothing has been concealed therein. In case of any concealment of misrepresentation in the above said affidavit is found at any stage then legal action may be taken against me/us under Section 182 IPC, Section 415 read with and 420, as the case may be.

Place: Chandigarh

Deponent(s)

Dated



INDEMNITY BOND(S)
(On stamp paper worth Rs.15/-)

This Indemnity Bond is made at _____ on this day of ___ by Sh./Ms. _____ Son/daughter/wife of _____ Resident of _____ hereinafter called as the Executant (s).

Whereas the above said executant(s) of this Indemnity Bond has/have applied for transfer of ownership/Lease Rights in respect of _____ Site/Plot/Property No._____, Sector_____, Chandigarh, to extent of _____% Share (File No. _____), on the basis of Court Decree/Family Settlement Deed/Probate of Will dated _____.

And whereas the Executant(s) shall be personally liable for settling all the Court cases and dues so levied by the Chandigarh Administration for settling the past liabilities.

And whereas the Executant(s) shall obtain the statutory completion/occupation certificate, if not obtained earlier by the previous owner and remove the building violation/misuse, if any.

And whereas the Executant(s) will execute the Redemption Deed of loan, if not executed earlier, wherever applicable.

Now this Indemnity Bond witnessed as under:

1. The Executant(s) shall remain liable to indemnify the Estate Officer, U.T, Chandigarh and or its employees for all such losses, damages and claims on account of transfer of this property.
2. That if any person will make any claim regarding said property, then the litigation of the same shall be defended by the Executant(s) and the loss suffered by the Estate Officer shall also be made good by the Executant (s) and his/her/their properties.
3. That the said property is free from all sorts of encumbrances and it is not charged, mortgaged or alienated in any manner and no underhand sale is involved in respect of the said property.

4. That in case any legal heirs or other person agitate this transfer in any Court of Law, then the litigation of the same will be defended by the executants only and the loss suffered by Estate Officer shall be made good by the Executant(s) & his/her properties.
5. That in case the Estate Office, U.T, Chandigarh would suffer any loss on account of this transfer in the name of said executant(s), then the executants(s), his/her/their property and he/she/they in person and/or their legal heirs shall be liable to make good the loss, which may be sustained by the Estate Office or any of its employees.
6. That in case any legal heirs or other persons(s) make any claim against the transfer of the above said property, then the litigation of the same will be defended by the executants only.

In witness whereof the executants(s) has/have set their hands, on this bond in the presence of the following witnesses, this indemnity Bond is signed at _____

Witness No. 1
Signature
(Name & Address)

Witness No. 2
Signature
(Name & Address)

Executant(s)

AFFIDAVIT

(On stamp paper worth Rs. 15/- 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.

DEPONENT

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 sold/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