

**TRANSFER OF OWNERSHIP/LEASE RIGHTS ON THE BASIS OF
UNREGISTERED WILL**

**CHECKLIST FOR DOCUMENTS TO BE UPLOADED/VERIFIED BEFORE SUBMISSION (In
Original) 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.	Copy of Will duly attested by Notary Public alongwith original Will (original Will shall be returned after the transfer of ownership).
3.	Translated copy of WILL in English, if it is in other language.
4.	Liability Affidavit-cum-Indemnity Bond of all the legal heir(s)/applicant(s) duly witnessed by two Witnesses and attested by the Notary Public- Annexure-2
5.	Self Attested photo identity proof i.e., Aadhar Card/Passport/Voter ID Card/Pan Card of the beneficiary(s).
6.	No Objection affidavit (appended with latest photograph) of all the left out/ignored legal heirs of the deceased owner, if the property is bequeathed in favour of specific legal heir(s) along with self attested ID proofs of the left out legal heirs /ignored legal heirs – Annexure- 3
7.	Affidavits of both the attesting witnesses of Will with their latest photographs on the affidavit alongwith their self attested ID proofs – Annexure- 4
8.	Death Certificate in Original of the deceased alongwith its translation in English language, if it is in other language (Duly attested by the Notary Public).
9.	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.
10.	Clearance of previous loan/NOC for transfer, if any, taken from any bank/financial institution or any Govt./Semi Govt. Body (Original)- Annexure-5
11.	In case Transfer of Ownership/Lease Rights is applied through GPA/SPA/Sub-GPA:- • Attach certified copy of GPA/SPA/Sub-GPA. • Affidavit of GPA holder - Annexure-6

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 UN-REGISTERED WILL

To

The Estate Officer,
U.T., Chandigarh.

Subject: Transfer of _____% Share of Plot/Site/Property No. _____,
Sector/Phase _____, Chandigarh on the basis of Un-
Registered Will.

Sir/Madam,

I/We am/are the beneficiary of Un-Regd. Will of Late
Sh./Smt. _____ Son/Wife of _____
executed by the deceased owner of _____ in respect of
House/SCO/Booth/indl. Site/Plot No. _____, Sector/Phase
_____, Chandigarh, in my/our favour.

I/We, am/are enclosing all the requisite documents as per check
list in the booklet for your kind consideration, record and necessary action at
your end.

You are, therefore, requested to transfer the above said property on
the basis of Registered Will at the earliest.

Thanking you

Dated: _____

Yours faithfully

(Signature) _____

Name & Address:

Annexure- 2

PHOTO

LIABILITY AFFIDAVIT-CUM-INDEMNITY BOND

(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 this document/undertaking pertains to Site / plot/ Property No.-----
Sector-----at Chandigarh (File no.).
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. That the deponent(s) undertakes to execute the Redemption Deed, if not already executed earlier, whenever applicable.
9. That no fragmentation shall be made in the site.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. That Sh./Smt. _____ expired on _____ leaving behind the following legal heirs:-

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

17. 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.
18. That the said deceased had executed an Un-Registered WILL date _____, in which he/she had bequeathed the said site/plot/property in favour of _____, in respect of above said property. It is the last WILL of the deceased. The WILL has neither been superseded nor cancelled till date and I/WE shall comply with the stipulations of WILL, if any.
19. That the mother of the deceased is _____ (Alive/Pre-Deceased/Deceased).

20. My /our Specimen signatures are as under:-

Place:_____

Dated: _____

Deponent(s)-cum-Executant(s)
(Signature with full name)

In witness whereof, the deponent(s)-cum-executant(s) has/have set his/her/their hands on this Liability 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)

Deponent(s)-cum-Executant(s)

VERIFICATON:-

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(s)-cum-Executant(s)

PHOTO(s)

AFFIDAVIT

(No Objection of the legal heirs other than the beneficiaries in the case of Un
Registered Will)

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

1. That Late Sh./Smt. _____ Son/Wife of
_____, who was my _____ (relationship) (herein after
referred to as the deceased) died on _____ at _____.
2. That the deceased was the sole, absolute and undisputed owner in respect
of _____ Site/Plot/Property No _____ Sector,
Chandigarh to the extent of _____ % Share and executed an Un-
Registered Will dated _____ bequeathing the above said
property in favour of Sh./Smt. _____.
3. That I being legal heir and _____ (Relationship) of the
deceased owner have no interest in the above said property and hence, do
not have any objection if the aforesaid property is transferred in the name of
aforesaid beneficiary(ies) namely as per wishes of the deceased,
vide Un-Registered Will dated
_____.
4. That the transfer of property by the office of Estate Officer, UT, Chandigarh
in favour of the aforesaid beneficiary(ies) would bear binding on me. I also
undertake to bind myself any my heirs not to interfere in this declaration.

Place: Chandigarh
Dated

Deponent

VERIFICATION:-

I/We, the above named deponent 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 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.

Place: Chandigarh
Dated

Deponent

ANNEXURE-4

PHOTO(s)

JOINT AFFIDAVIT OF WITNESSES TO THE WILL

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

1. That I was one of the witnesses to the Un-Registered Will dated _____ of Late Sh. _____, who died on _____.
2. That the Un-Registered Will dated _____ was signed in my presence and the executant was having sound and healthy mind at the time of executing the Will and without any influence from any quarter.
3. That the property i.e. _____ in Chandigarh has been bequeathed in favour of Sh./Smt. _____ leaving behind the other legal heirs namely _____.
4. That other witness Sh. _____ has also signed on the Will in my presence.

Place: Chandigarh
Dated

Deponent

VERIFICATION:-

I/We, the above named deponent 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 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.

Place: Chandigarh
Dated

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

Annexure- 6

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