

Instruction for the Seller of Flat/Shop to obtain NOC from SEL

Following documents are required to be submitted along with the Application Form to obtain No Objection Certificate (NOC) by Seller(s) of the Flat/Shop (Property) of Seawoods Estates Limited (NRI Complex / SEL / Company) in Physical form with the Admin Office situated at NRI Complex, Sector 54, 56, 58, Nerul, Navi Mumbai – 400706, Maharashtra, India. A **SCANNED COPY OF APPLICATION** shall be sent forthwith at manageradmin@nricomplex.in

Sr. No.	Particulars of Documents	Instructions
1.	Application Form	As per SEL prescribed format on A4 size paper.
2.	Notarised Affidavit Cum Undertaking on Stamp Paper of Rs.500	Documents which need to be notarized should consist of the following:
3.	Notarised Indemnity Bond on Stamp Paper of Rs.500	<ul style="list-style-type: none">• The Notary stamp with its name, address, contact details and registration no;• Seal of the Notary;• The date of execution of the document and date of notarisation of document shall be same and date of stamp paper should be prior and be valid.
4.	Self-Attested Copy of Identification Proof.	✓ Please refer to the documents mentioned in column 1 of table 1.
5.	Self-Attested Copy of Address Proof.	✓ Please refer to documents mentioned in column 2 of table 1.
6.	Client Master List / Equivalent Document given by Depository Participant showing credentials of Demat Account of Seller (Viz DP ID & Client ID of Demat Account) along with proof that shares corresponding to Property are in Demat Form.	Self-Attested
7.	Notarized Copy of Agreement for Sale / Copy of Sale Deed.	
8.	Constitution Documents in case entity is other than individual along with copy of registration and PAN no.	Certified To be True by authorized signatory of the Applicant
9.	Copy of Power of Attorney / Board Resolution / Authority Letter along with identity proof of the signatory.	Certified To be True by authorised signatory of the Applicant
10.	List of Director / Partner / Trustee / Committee Members along with their identification documents.	Certified To be True by authorised signatory of the Applicant
11.	In case of acquisition of property is as per order of any court / tribunal / governmental instrumentality, attested copy of such document.	

IMPORTANT NOTES FOR USING FORMAT OF APPLICATION:

- ✓ The Applicant to use the format as available in soft copy and fill it up and no modification is allowed. Modified application may be subject to rejection.
- ✓ Please annex all documents required along with this application in order to avoid delay in obtaining NOC.
- ✓ This instruction page is being annexed for guidance to Seller(s) for execution of documents. Request not to submit the same with the **Admin Office**.
- ✓ All the documents should be printed on A4 size paper.
- ✓ Overwriting shall not be accepted.

Table 1: List of documents admissible as proof of identification and address

The applicant should submit any one of the following listed document from each column:

<u>Sr.No.</u>	<u>List of documents admissible as proof of identification</u>	<u>List of documents admissible as proof of address</u>
1)	PAN Card	Passport
2)	Unique Identification Number (UID) (Aadhaar Card)	Unique Identification Number (UID) (Aadhaar Card)
3)	Voters ID Card	Voters ID Card
4)	Valid Driving License	Valid Driving License
5)	Passport	

APPLICATION FORM

(SELLER(S))

Date: _____

To,
Chief Estates Manager,
Seawoods Estates Limited, ("Company")
Sector- 54 / 56 / 58, NRI Complex, Nerul, Navi
Mumbai – 400706, Maharashtra, India

<i>Seller – 1</i> (Photo)	<i>Seller – 2</i> (Photo)	<i>Seller – 3</i> (Photo)
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SUBJECT: NOC for sale of shop no./flat no. _____ in building no. _____ at Seawoods Estates Limited along with the underlying shares as mentioned below:

I / We being a Seller(s) for the property as mentioned below is/are enclosing details and documents with this application to enable the Company to issue the No Objection Certificate for transfer of my/our property through sale.

I/we request the Company to issue NOC.

I/We confirm that:

- I / we have not modified any of the formats provided by the SEL.
- I/We confirm that all the documents are duly filled in as required.
- Name of Seller(s) is / are matching with the name(s) as appearing in Agreement for Sale/Copy of Sale Deed with PAN/Passport as the case may be of the Seller(s).
- 2000 Equity Shares corresponding to shop no./flat no. _____ in building no. _____ at Seawoods Estates Limited are in demat form in name of Seller(s) as on date of this application and the proof the same is attached with this application.

Thanking you.

Yours faithfully,

Seller 1

Seller 2

Seller 3

A.DETAILS OF SELLER(S)				
Sr. No.	Particulars of Details	Details of Seller 1	Details of Seller 2	Details of Seller 3
1.	Name			
2.	Nature of Entity (Individual/ PHF / LLP / Company/ Society / Trust / Other)			
3.	Age			
4.	Residential Status			
5.	Residential Address			
6.	Permanent Address In case of NRI, Indian c/o address is compulsory			
7.	Contact no.			
8.	E-mail ID			
B.DETAILS OF THE PROPERTY BEING SOLD				
1.	Flat no./shop no.			
2.	Building no.			
3.	Area in sq. mtrs.			
4.	Parking Space No.			
5.	Parking Space Type			
C.DETAILS OF DEMAT ACCOUNT OF SELLER(S)				
1.	Name of Demat Account Holder			
2.	Name of Nominee in Demat A/c			
3.	DP ID and Client ID			
4.	Name of Participant / Bank where account is opened			
5.	Address of Depository Participant / Bank where account is opened			
6.	Date when 2000 Equity Shares of Company are converted in Demat Form.			
D.LIST OF DOCUMENTS SUBMITTED WITH THIS APPLICATION FORM ALONG WITH ITS ANNEXURES				
1.	Affidavit cum Undertaking (As per format of the Company).			Annexure - A
2.	Indemnity Bond (As per format of the Company).			Annexure – B
3.	Proof of Identification.			Annexure – C
4.	Proof of Address.			Annexure – D
5.	Client Master List / Equivalent Document given by Depository Participant / Bank showing credentials of Demat Account of Seller (Viz DP ID & Client ID of Demat Account) along with proof that shares corresponding to Property are in Demat Form.			Annexure – E
6.	Copy of Agreement for Sale (Registered Notary) / Copy of Sale Deed (Registered Notary).			Annexure – F

E.ADDITIONAL LIST OF DOCUMENTS TO BE SUBMITTED WITH THIS APPLICATION IN CASE APPLICANT IS OTHER THAN INDIVIDUAL		
Sr. No.	Particulars of Documents	Annexure
1.	Constitution Documents in case entity is other than individual along with copy of registration and PAN no.	Annexure – G
2.	Copy of Power of Attorney / Board Resolution / Authority Letter along with identity proof of the signatory.	Annexure – H
3.	List of Director / Partner / Trustee / Committee Members along with their identification documents.	Annexure – I
4.	In case of acquisition of property is as per order of any court / tribunal / governmental instrumentality, attested copy of such document.	Annexure – J

F. ADDITIONAL LIST OF DOCUMENTS TO BE SUBMITTED WITH THIS APPLICATION IN PREVIOUS LOAN ON PROPERTY HAS BEEN SATISFIED		
Sr. No.	Particulars of Documents	Annexure
1.	Loan Closure Letter of previous Loan that has been satisfied if any.	Annexure – K

ANNEXURE – A

(TO BE PRINTED ON STAMP PAPER OF RS. 500 AND DULY NOTARIZED)

**AFFIDAVIT - CUM - UNDERTAKING FROM
SELLER(S)**

I/ We, the Seller(s), having details as more particularly stated in **Schedule - I** herewith (which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include his/her/their heirs, executors, successors, permitted assigns), are intending to sell flat / shop (**"Property"**) situated at Seawoods Estates , NRI Complex, Phase 1, Sector – 54 / 56 / 58, Nerul, Navi Mumbai – 400706 (hereinafter referred to as **"NRI Complex, Phase-1"**); the details of which are mentioned in the **Schedule - II** herewith being managed, maintained and operated by Seawoods Estates Limited (**"SEL"**) by way of sale from (Buyer(s) as detailed in **Schedule- III** and I/We do hereby solemnly agree, confirm, affirm, assert and undertake on this ____ day of _____(month), _____(year) as under:

- 1) THAT I / We have paid all the amounts/ dues in respect of the Property (flat / shop) owned by me/us including applicable maintenance and the repairs charges, other levies, penalty, delayed payment charges, applicable taxes, such other charges as levied and revised from time to time to SEL within the stipulated timelines without any demur and protest at all points of time.
- 2) THAT there is no change in the original layout structure of the Property as sanctioned by the concerned authority also there is no change of use in Property made by me/us and hence, the Property is in good condition.
- 3) THAT I/We have Property including 100 equity shares of Rs. 10 each and 1900 equity shares of Rs. 10 each; both collectively referred to as "Shares" corresponding with said Property which is free from all encumbrances, charges of whatsoever nature and it is not pledged or mortgaged or transferred or otherwise assigned in part or full to any person/ institution.
- 4) THAT I / We have not taken any loan on my/our Property including said Shares from any bank/ financial institution.

OR

THAT previous loan taken by me / us on our Property including said Shares from bank / financial institution has been duly satisfied.

- 5) THAT I / We hold a demat account (the details of the account are more particularly stated in **Schedule - I** herewith) in my / our name in which Shares of the Company have already been kept in dematerialized form and it will be my/our responsibility to transfer those Shares to the

Buyer(s). I/We will not hold SEL responsible for non-transfer of Shares as all formalities with respect to share transfer process shall be completed my / our side.

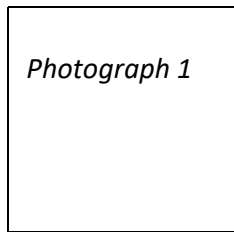
- 6) THAT Buyer(s) of the Property shall pay applicable fees and costs payable to SEL on transfer of Property and also submit the documents required on their part.
- 7) THAT I / We shall take necessary steps to transfer Shares corresponding to Property of Buyer(s) in Demat form immediately after Property is registered in name of Buyer(s) in furtherance to **Clause 12** of Articles of Association of the company and pursuant to Rule 9A of Companies (Prospectus and Allotment of Securities) Rules, 2014. SEL shall not be responsible for the same if there is any lapse on my/our part.
- 8) THAT I / We have not modified any of the formats provided by SEL and the documents attached with our application are complete, signed, dated and duly notarized. I/We will be available to complete the formalities from our end in respect of any of our obligations. I/We will not hold SEL liable for any shortcomings in the documents. Also, I/We acknowledge SEL's authority to not accept my/our application.
- 9) I / We am / are aware of the fact that upon verification by SEL / Competent Authorities, if it is revealed that any of the information / documents submitted by me / us are false, concocted, forged or fabricated, then it amounts to breach of trust. In such a case, SEL may initiate appropriate legal proceedings against me / us without assigning any reasons.
- 10) Further, I/We solemnly agree and undertake the following:
 - a) To pay all the amounts/ dues in respect of the Property (flat / shop) owned by me/us including applicable maintenance and the repairs charges, other levies, penalty from time to time to SEL along with delayed payment charges, applicable taxes, if any have been paid by me / us. There are no dues pending from my/our side in respect of my/our Property.
 - b) To handover Property to buyer(s) in good condition without any change in its original layout structure as well as change in use of Property.
 - c) To transfer Shares of Seawoods Estates Limited held by me / us in dematerialized form to the Buyer(s) immediately after transfer of Property.

11) Notwithstanding anything contrary to contents of this Agreement, the Seller(S) hereby undertakes and covenants that pursuant to the provisions of the Companies Act, 2013 and applicable rules framed thereunder, Seller(s) shall transfer 2000 equity shares of Seawoods Estates Limited held by him/her/them, being owner of the Property held in dematerialized form, in the name of Buyer(s) immediately after transfer of the Property.

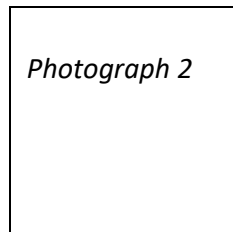
VERIFICATION

Verified at _____ (place) on this ____ day of _____ (month), _____ (year) that the contents of the paragraph no. 1 to 11 of the aforesaid Affidavit-cum-undertaking are true and correct to my personal knowledge and no part of it is false and nothing material has been concealed therefrom.

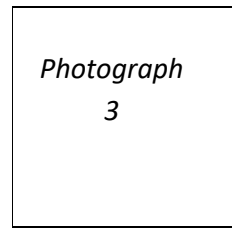
Deponent – 1



Deponent – 2



Deponent – 3



DETAILS OF WITNESSES		
Particulars	Witness 1	Witness 2
Name		
Signature		
Address		
Contact no.		

SCHEDULE - I

A. DETAILS OF SELLER(S)				
Sr. No.	Particulars of Details	Details of Seller 1	Details of Seller 2	Details of Seller 3
1.	Name			
2.	Nature of Entity (Individual/ HUF / LLP / Company/ Society / Trust / Other)			
3.	Age			
4.	Residential Status			
5.	Residential Address			
6.	Permanent Address In case of NRI, Indian c/o address is compulsory			
7.	Contact no.			
8.	E-mail ID			
B.DETAILS OF DEMAT ACCOUNT OF SELLER(S)				
1.	Name of Demat Account Holder			
2.	Name of Nominee in Demat A/c if any			
3.	DP ID and Client ID			
4.	Name of Depository Participant / Bank where account is opened			
5.	Address of Depository Participant / Bank where account is opened			
6.	Date when 2000 Equity Shares of Company are converted in Demat Form.			

SCHEDULE - II

DETAILS OF PROPERTY		
Sr. No.	Particulars of Details	Details
1.	Flat no./shop no.	
2.	Building no.	
3.	Area in square meters	
4.	Parking Space No.	
5.	Parking Space Type	

SCHEDULE-III

B. DETAILS OF BUYER(S)				
Sr. No.	Particulars of Details	Details of Buyer 1	Details of Buyer 2	Details of Buyer 3
1.	Name			
2.	Nature of Entity (Individual/ HUF / LLP / Company/ Society / Trust / Other)			
3.	Age			
4.	Residential Status			
5.	Residential Address			
6.	Permanent Address In case of NRI, Indian c/o address is compulsory			
7.	Contact no.			
8.	E-mail ID			

ANNEXURE – B

(TO BE PRINTED ON STAMP PAPER OF RS. 500 AND DULY NOTARIZED)

**INDEMNITY BOND FROM
SELLER(S)**

This Indemnity Bond is executed on this _____ day of _____ (month), _____ (year) at _____ (place) by me/us, the Seller(s), having details as more particularly stated in **Schedule-I** herewith, hereinafter called **“The Indemnifier”/ “The Indemnifiers”** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her/their heirs, executors and administrators) are intending to sell flat / shop (**“Property”**) situated at Seawoods Estates , NRI Complex, Phase 1, Sector – 54 / 56 / 58, Nerul, Navi Mumbai – 400706 (hereinafter referred to as **“NRI Complex Phase-1”**); the details of which are mentioned in the **Schedule - II** herewith being operated, maintained and managed by Seawoods Estates Limited (**“SEL”**) owned by me / us herewith to _____ (Buyer(s)).

I/We do hereby solemnly affirm and indemnify SEL, its staff, directors, (past and present), committee members, consultants and advisors for the following without any demur or protest:

- a. All/any actions / deeds of Buyer which resulting in any loss, damage, demand, action, claim, costs, charges and expenses of any nature that may be suffered or sustained by SEL on account of our act/s and steps taken in transferring the said Property in their respective records thereby issuing of No Objection Certificate in respect of the said transfer.
- b. Any loss, damage, demand, action, claim, costs, charges and expenses of any nature that may be suffered of sustained by them if the documents with application are:
 - i. Incomplete / Undated / Unsigned / Submitted on stamp papers of inadequate value; and
 - ii. Found to be false, concocted, forged or fabricated by SEL / competent authorities.
- c. Any claim, dispute, demand, costs or expense of any nature which arises in respect of the Property being purchased immediately after being notified by SEL.

SOLEMNLY AFFIRMED AND DECLARED BY THE INDEMNIFIER/ INDEMNIFIERS on this
_____ Day of _____ at _____.

Indemnifier 1

Indemnifier 2

Indemnifier 3

DETAILS OF WITNESSES		
Particulars	Witness 1	Witness 2
Name		
Signature		
Address		
Contact no.		

SCHEDULE - I

A. DETAILS OF SELLER(S)				
Sr. No.	Particulars of Details	Details of Seller 1	Details of Seller 2	Details of Seller 3
1.	Name			
2.	Nature of Entity (Individual/ HUF / LLP / Company/ Society / Trust / Other)			
3.	Age			
4.	Residential Status			
5.	Residential Address			
6.	Permanent Address In case of NRI, Indian c/o address is compulsory			
7.	Contact No.			
8.	E-mail ID			
B.DETAILS OF DEMAT ACCOUNT OF SELLER				
7.	Name of Demat Account Holder			
8.	Name of Nominee in Demat A/c if any			
9.	DP ID and Client ID			
10.	Name of Depository Participant / Bank where account is opened			
11.	Address of Depository Participant / Bank where account is opened			
12.	Date when 2000 Equity Shares of Company are converted in Demat Form			

SCHEDULE - II

DETAILS OF PROPERTY		
Sr. No.	Particulars of Details	Details
1.	Flat no./shop no.	
2.	Building no.	
3.	Area in square meters	
4.	Parking Space No.	
5.	Parking Space Type	