

Instructions for the Donee of Flat/Shop to obtain NOC from SEL

Following documents are required to be submitted along with the Application form to for obtain No Objection Certificate (NOC) by Donee(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 p
2.	Notarised Affidavit Cum Undertaking on Stamp Paper of Rs. 100.	Documents which need to be notarized should consist of the following: <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 document and date of notarisation of document shall be same and date of stamp paper should be prior and be valid.
3.	Notarised Indemnity Bond on Stamp Paper of Rs. 500	
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 the documents mentioned in column 2 of table 1.
6.	Client Master List / Equivalent Document given by Depository Participant / Bank showing credentials of Demat Account of Donee (Viz DP ID & Client ID of Demat Account)	Self-Attested
7.	Notarized Copy of Gift Deed The Gift Deed can be submitted to SEL for NOC only after registering the same with the Registrar of Assurances.	
<ul style="list-style-type: none">• In case the Property is being gifted by any entity other than individual, the matter shall be examined on case-to-case basis on the payment of additional requisite legal and professional charges.• In case the Property being gifted is having any encumbrances, the matter shall be examined on case-to-case basis on the payment of additional requisite legal and professional charges.		

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 Donee(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

Note: The applicant should submit any one of the following listed documents 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

(DONEE(S))

Date: _____

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

<i>Donee – 1</i> <i>(Photo)</i>	<i>Donee – 2</i> <i>(Photo)</i>	<i>Donee – 3</i> <i>(Photo)</i>
------------------------------------	------------------------------------	------------------------------------

SUBJECT: NOC for gift of shop/flat no. _____ in building no. _____ at Seawoods Estates Limited along with the underlying shares as mentioned below:

I / we being a Donee(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 gift of _____ (Percent) of Property in my / our favor.

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.
- The name of Donee(s) is/are matching with the names(s) as appearing in Gift Deed with PAN/Passport as the case may be of the Donee(s).

Thanking you.

Yours faithfully,

Donee 1

Donee 2

Donee 3

A. DETAILS OF DONEE(S)				
Sr. No.	Particulars of Details	Details of Donee 1	Details of Donee 2	Details of Donee 3
1.	Name			
2.	Nature of Entity (Individual / 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			
9.	Relationship with Donor			
B. DETAILS OF PROPERTY BEING GIFTED				
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 DONEE(S)				
1.	Name of Demat Account Holder			
2.	Name of Nominee in Demat A/c			
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			
D. LIST OF DOCUMENTS SUBMITTED WITH THIS APPLICATION FORM ALONG WITH ITS ANNEXURES				
Sr. no.	Particulars of Documents	Annexure		
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 Donee (Viz DP ID & Client ID of Demat Account).	Annexure – E
6.	Certified true copy of Gift Deed (Registered Notary).	Annexure – F

ANNEXURE – A

(TO BE PRINTED ON STAMP PAPER OF RS. 100 AND DULY NOTARIZED)

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

I/ We, the Donee(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 gifted a _____ (Percent) duly registered with Registrar of Assurances of 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 gift from _____ (Donor(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 will abide by the provisions of Memorandum of Association of SEL, Articles of Association of SEL and resident's handbook, circulars and other documents (hereinafter collectively referred to as "**Rules and Regulations of SEL**") and I/We shall be responsible for all acts of non-compliance on my/our part with Rules and Regulations of SEL.
- 2) THAT I / We will pay all the amounts in respect of the Property gifted to 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.
- 3) THAT I/We shall abide with applicable regulations of CIDCO, NMMC, Government of Maharashtra, Central laws, Taxations laws and Rules and Regulations of SEL. In case of any violations, I / We shall be solely responsible for the cost and consequences including damages caused to the assets of SEL and other occupants of NRI Complex, Phase 1.
- 4) THAT in case any changes are being carried out by me/us or proposed to be carried out by me/us in the Property which could threaten the structure of the building/ have a potential to threaten the structure of building, I/We shall stop such changes immediately and SEL has right to intervene/access the Property and instruct not to make any further changes and restore the Property to its original condition at my/our cost.
- 5) THAT in case I/We carry out any changes/propose to carry out any changes in the Property which could result in leakages/have a potential to cause leakages, SEL shall have a right to intervene/access the Property and instruct no to make any further changes and restore the Property to its original condition at my/our cost.

- 6) That I/We shall use the Property for the purpose as approved/originally intended.
- 7) THAT I/We shall submit the following documents to SEL after getting Property registered in my/our name:
 - a. Gift Deed
 - b. CIDCO Final Order for transfer
- 8) THAT I / We shall take necessary steps to get the equity shares corresponding to Property from Donor(s) in demat form after Property is registered in my / our name in compliance with **Clause 12** of Articles of Association of SEL and read with Rule 9A of Companies (Prospectus and Allotment of Securities) Rules, 2014 and intimate SEL forthwith. I/We shall be responsible for any lapse in compliance of above provision and SEL shall not be responsible for the same in any manner whatsoever at any point of time.
- 9) THAT SEL shall have a right to deny the following in case of non-compliance with Rules and Regulations of SEL. I/We understand that this list is indicative and SEL is having right to further add/delete/modify the same without any further reference to me/us:
 - a) use of any common facility of SEL guest rooms/community hall and lawns
 - b) allotment of 2nd or 3rd parking,
 - c) renew passes for maids, drivers, maintenance staff,
 - d) Permission of major maintenance of Flat,
 - e) Permission to use common facility including club house and sport facility;
 - f) Permission for tenant,
 - g) Notice to tenant to pay SEL dues out of lease rental,
 - h) Maintenance support services like plumber, electrician, carpenter, mason;
 - i) Permission for move in/move out;in case the Property is given on rent/lease by me/us and there is a default on my/our part to make the payments to SEL as cited in **Clause 2** above.
- 10) 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 due to documents. Also, I/We acknowledge SEL's authority to not accept my/our application.
- 11) THAT 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.

- 12) THAT I / We shall intimate SEL after getting _____ (Percent) of Property registered in my / our name by submitting necessary requisite documents.
- 13) THAT I / We hold a Demat account (The details of the account are more particularly stated in **Schedule - I** herewith) in my / our name.
- 14) THAT I / We shall intimate SEL after getting shares transferred in my / our name from Donor(s) in demat form.

VERIFICATION

Verified at _____ (place) on this ____ day of _____ (month), _____ (year) that the contents of the Paragraph No. 1 to 14 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
<i>Photograph</i> 1	<i>Photograph</i> 2	<i>Photograph</i> 3

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

SCHEDULE - I

A. DETAILS OF DONEE(S)				
Sr. No.	Particulars of Details	Details of Donee 1	Details of Donee 2	Details of Donee 3
1.	Name			
2.	Nature of Entity (Individual/ 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			
9.	Relationship with Donor			
B. DETAILS OF DEMAT ACCOUNT OF DONEE				
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			

SCHEDULE - II

DETAILS OF PROPERTY		
Sr. No.	Particulars of Details	Details
1.	Flat No./shop no.	
2.	Building No.	
3.	Area in sq. mtrs.	
4.	Parking Space No.	

5.	Parking Space Type	
----	--------------------	--

SCHEDULE – III

DETAILS OF DONOR(S)				
Sr. No.	Particulars of Details	Details of Donor 1	Details of Donor 2	Details of Donor 3
1.	Name			
2.	Nature of Entity (Individual/ 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			
9.	Relationship with Donee			

ANNEXURE – B

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

INDEMNITY BOND FROM
DONEE(S)

This Indemnity Bond is executed on this _____ day of _____ (month), _____ (year) at _____ (place) by me/us, the Donee(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 being gifted _____ (Percent) of 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”**); by _____ (Donor(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 Donee resulting in any loss, damage, demand, action, claim, costs, charges and expenses of any nature that may be suffered or sustained by them on account of their act/s and steps taken in transferring the said Property through gift in their respective records thereby issuing of No Objection Certificate in respect of the said transfer through gift.
- 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 arises in respect of the _____ (Percent) of Property being gifted 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 DONEE (S)				
Sr. No.	Particulars of Details	Details of Donee 1	Details of Donee 2	Details of Donee 3
1.	Name			
2.	Nature of Entity (Individual / 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			
9.	Relationship with Donor			
B. DETAILS OF DEMAT ACCOUNT OF DONEE				
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			

SCHEDULE - II

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