

Instructions for the Legal Heir of deceased owner of Flat/Shop to obtain NOC from SEL

This set of documents can be used when (i) The Owner is the sole owner of the Property. (ii) has expired and (iii) shares of the Company are being held in the physical form in name of deceased owner.

INSTRUCTION PAGE

Following documents shall be submitted along with the Application form to obtain No Objection Certificate (NOC) by Legal Heir(s) of deceased owner of the Shop/Flat (Property) at 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 the documents mentioned in column 2 of table 1. |
| 6. | i. Copy of Probate of Will ii. Letter of Administration iii. Heirship Certificate iv. Succession Certificate | Self-Attested |
| 7. | Copy of Death Certificate of Deceased Owner. | Not Required |
| 8. | Copy of All Original Share Certificates having 2000 Equity Shares of the Company in name of Deceased Owner. | Duly Attested |

IMPORTANT NOTES FOR USING FORMAT OF APPLICATION:

- ✓ The format of Application along with other documents shall be used by Legal Heir(s) of deceased owner who solely owns a Property including shares.
- ✓ In case the shares are not held in dematerialized form, then this format of application along with other documents shall be used. These set of documents shall be used only when Original Share Certificates of 2000

Equity Shares of the Company are being held in the Physical Form in name of deceased owner of the Property and is in possession of Legal Heir(s) of deceased owner of the Property.

- ✓ 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 Legal Heir(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.

It is pertinent to note that **if deceased owner has / have shares in Demat form** then Legal Heir(s) is/are required to contact Admin Manager of the Company via e-mail citing facts of the case along with demat details and other necessary documents. Requisite guidance including format of application and documents to Legal Heir(s) shall be given in that regard.

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

(Legal Heir(s) of Deceased Owner
Owing Property Solely)

Date: _____

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

| | | |
|----------------------------------|----------------------------------|----------------------------------|
| <i>Legal Heir – 1</i> (Photo) | <i>Legal Heir – 2</i> (Photo) | <i>Legal Heir – 3</i> (Photo) |
|----------------------------------|----------------------------------|----------------------------------|

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

I / We being Legal Heir(s) as mentioned below is/are enclosing details and documents with this application to enable the Company to issue the No Objection Certificate for transmission of Property in my / our favor by replacing name of _____ (Deceased Owner) who expired on _____ (date) at _____ (place) with my / our name.

Since the shares are in physical form, in the given situation, dematerialization in the name of deceased owner is not possible, we request you to transfer the shares in my/our name in compliance with section 56 of the Companies Act, 2013.

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 Legal Heir(s) is/are matching with the names(s) as appearing in their PAN/Passport as the case may be.
- The Original Share Certificates for 2000 Equity Shares of the Company are in place and in my / our possession as on date.

Thanking you.

Yours faithfully,

Legal Heir 1

Legal Heir 2

Legal Heir 3

| A. DETAILS OF LEGAL HEIR(S) | | | | |
|---|---|---------------------------------------|---------------------------------------|---------------------------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details of Legal Heir 1</u> | <u>Details of Legal Heir 2</u> | <u>Details of Legal Heir 3</u> |
| 1. | Name | | | |
| 2. | Age | | | |
| 3. | Residential Status | | | |
| 4. | Residential Address | | | |
| 5. | Permanent Address In case of NRI, Indian c/o address is compulsory | | | |
| 6. | Contact no. | | | |
| 7. | E-mail ID | | | |
| 8. | Relationship with Deceased | | | |
| B. DETAILS OF THE PROPERTY | | | | |
| 1. | Flat No./shop no. | | | |
| 2. | Building no. | | | |
| 3. | Area in sq. mtrs. | | | |
| 4. | Parking Space No. | | | |
| 5. | Parking Space Type | | | |
| C. 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. | Copy of Probate of Will OR Letter of Administration OR Heirship Certificate OR Succession Certificate. | Annexure – E |
| 6. | Copy of Death Certificate of Deceased Owner. | Annexure – F |
| 7. | Copy of All Original Share Certificates having 2000 Equity Shares of the Company in name of Deceased Owner. | Annexure – G |

ANNEXURE – A

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

PART-A: APPLICABLE IN CASE OF WILL
AFFIDAVIT - CUM - UNDERTAKING FOR
REPLACEMENT OF NAME IN THE PROPERTY OWNERSHIP(S)

I/ We, the Legal Heir(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) of deceased owner, are intending to be the owner / owners of the 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 transmission in place of _____ who expired on _____, leaving behind his / her WILL the details of which are mentioned in the **Schedule - III** herewith bequeathing the aforesaid Property to me / us severally / jointly. 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 as may be updated from time to time (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 transmitted 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 not 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. CIDCO Final Order for transfer
- 8) THAT I / we shall take necessary steps to get the equity shares corresponding to Property from deceased owner in demat form after Property is registered in my / our name in compliance with **Clause 12** of Articles of Association of SEL 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 held 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 my/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) 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.

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 |
| <i>Photograph 1</i> | <i>Photograph 2</i> | <i>Photograph 3</i> |

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

SCHEDULE - I

| DETAILS OF LEGAL HEIR(S) | | | | |
|---------------------------------|---|---------------------------------------|---------------------------------------|---------------------------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details of Legal Heir 1</u> | <u>Details of Legal Heir 2</u> | <u>Details of Legal Heir 3</u> |
| 1. | Name | | | |
| 2. | Age | | | |
| 3. | Residential Status | | | |
| 4. | Residential Address | | | |
| 5. | Permanent Address In case of NRI, Indian c/o address is compulsory | | | |
| 6. | Contact no. | | | |
| 7. | E-mail ID | | | |
| 8. | Relationship with Deceased | | | |

SCHEDULE - II

| DETAILS OF PROPERTY | | |
|----------------------------|--------------------------------------|-----------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details</u> |
| 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 WILL | | |
|------------------------|--|-----------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details</u> |
| 1. | Date of execution of will/ date of registration of will with Registrar | |
| 2. | Registration no. of will | |
| 3. | Name and jurisdiction of Court which issued Probate order in respect of the will | |
| 4. | Date of Probate | |
| 5. | Beneficiaries of will | |

OR
PART-B: APPLICABLE WHEN THE DECEASED OWNER DIES INTESTATE
AFFIDAVIT - CUM - UNDERTAKING FOR
REPLACEMENT OF NAME IN THE PROPERTY OWNERSHIP(S)

I/ We, the Legal Heir(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) of deceased owner, are intending to be the owner / owners of the 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 transmission in place of _____ who expired intestate on _____. The court issued Heirship Certificate / Succession Certificate declaring me / us as only heir(s) of the deceased owner which entitles me / us to inherit solely / jointly the aforesaid the Property held by the deceased owner; 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 as may be updated from time to time (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 transmitted 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. CIDCO Final Order for transfer
- 8) THAT I / we shall take necessary steps to get the equity shares corresponding to Property from deceased owner in demat form after Property is registered in my / our name in compliance with Clause 12 of Articles of Association of SEL 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 held 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 my/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) 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.

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 |
| <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

| DETAILS OF LEGAL HEIR(S) | | | | |
|---------------------------------|---|---------------------------------------|---------------------------------------|---------------------------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details of Legal Heir 1</u> | <u>Details of Legal Heir 2</u> | <u>Details of Legal Heir 3</u> |
| 1. | Name | | | |
| 2. | Age | | | |
| 3. | Residential Status | | | |
| 4. | Residential Address | | | |
| 5. | Permanent Address In case of NRI, Indian c/o address is compulsory | | | |
| 6. | Contact no. | | | |
| 7. | E-mail ID | | | |
| 8. | Relationship with Deceased | | | |

SCHEDULE - II

| DETAILS OF PROPERTY | | |
|----------------------------|--------------------------------------|-----------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details</u> |
| 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 WILL | | |
|------------------------|--|-----------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details</u> |
| 1. | Date of execution of will/ date of registration of will with Registrar | |
| 2. | Registration no. of will | |
| 3. | Name and jurisdiction of Court which issued Probate order in respect of the will | |
| 4. | Date of Probate | |
| 5. | Beneficiaries of will | |

ANNEXURE – B

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

PART A: APPLICABLE IN CASE OF WILL

INDEMNITY BOND FROM LEGAL HEIR(S) OF DECEASED OWNER

OWNING PROPERTY SOLELY

This Indemnity Bond is executed on this ____ day of _____ (month), _____ (year) at _____ (place) by me/us, the Legal Heir(s) having details as more particularly stated in **Schedule - I** herewith hereinafter called **“The Indemnifier”/ “The Indemnifiers”** (which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include his/her/their heirs, executors, successors, permitted assigns) of deceased owner, are intending to be the owner / owners of the 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”**) in place of _____ who expired on _____, leaving behind his / her WILL the details of which are mentioned in the **Schedule - III** herewith bequeathing the aforesaid Property to me / us severally / jointly.

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 legal heir(s) 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 transmitting the said Property in their respective records thereby issuing of No Objection Certificate in respect of the said transmission.
- 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 that arises in respect of the Property being transmitted immediately after being notified by SEL.

SOLEMNLY AFFIRMED AND DECLARED BY THE INDEMNIFIER/ INDEMNIFIERSI / We
 signed 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

| DETAILS OF LEGAL HEIR(S) | | | | |
|--------------------------|---|--------------------------------|--------------------------------|--------------------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details of Legal Heir 1</u> | <u>Details of Legal Heir 2</u> | <u>Details of Legal Heir 3</u> |
| 1. | Name | | | |
| 2. | Age | | | |
| 3. | Residential Status | | | |
| 4. | Residential Address | | | |
| 5. | Permanent Address In case of NRI, Indian c/o address is compulsory | | | |
| 6. | Contact No. | | | |
| 7. | E-mail ID | | | |
| 8. | Relationship with Deceased | | | |

SCHEDULE - II

| DETAILS OF PROPERTY | | |
|----------------------------|--------------------------------------|-----------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details</u> |
| 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 WILL | | |
|------------------------|---|-----------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details</u> |
| 1. | Date of Execution of Will/ Date of Registration of Will with Registrar | |
| 2. | Registration no. | |
| 3. | Name and details of Court which issued Probate order in respect of the will | |
| 4. | Date of Probate | |
| 5. | Beneficiaries of will | |

OR

PART B: APPLICABLE IN CASE A OWNER DIES INTESTATE
INDEMNITY BOND FROM LEGAL HEIR(S) OF DECEASED OWNER
OWNING PROPERTY SOLELY

I/ We, the Legal Heir(s) having details as more particularly stated in **Schedule - I** herewith hereinafter called "**The Indemnifier**"/ "**The Indemnifiers**" (which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include his/her/their heirs, executors, successors, permitted assigns) of deceased owner, are intending to be the owner / owners of the 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**") in place of _____ who expired intestate on _____ (date) for which the court

issued Heirship Certificate / Succession Certificate declaring me / us as only heir(s) of the deceased owner which entitles me / us to inherit solely / jointly the aforesaid the Property held by the deceased owner. I/We do hereby solemnly undertake:

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 legal heir(s) 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 transmitting the said Property in their respective records thereby issuing of No Objection Certificate in respect of the said transmission.
- 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 that arises in respect of the Property being transmitted immediately after being notified by SEL.

SOLEMNLY AFFIRMED AND DECLARED BY THE INDEMNIFIER/ INDEMNIFIERS
 I / We signed 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

| DETAILS OF LEGAL HEIR(S) | | | | |
|---------------------------------|---|---------------------------------------|---------------------------------------|---------------------------------------|
| <u>Sr. No.</u> | <u>Particulars of Details</u> | <u>Details of Legal Heir 1</u> | <u>Details of Legal Heir 2</u> | <u>Details of Legal Heir 3</u> |
| 1. | Name | | | |
| 2. | Age | | | |
| 3. | Residential Status | | | |
| 4. | Residential Address | | | |
| 5. | Permanent Address In case of NRI, Indian c/o address is compulsory | | | |
| 6. | Contact No. | | | |
| 7. | E-mail ID | | | |
| 8. | Relationship with Deceased | | | |

SCHEDULE - II

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