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

These set of documents can be used when (i) The property is owned Jointly by Owners; (ii) One / two of the Joint Owner(s) is expired / died / deceased; and Surviving Owner(s) is adjudged / declared as one of the Legal Heirs.

Following documents shall be submitted for obtaining No Objection Certificate (NOC) by Legal Heir(s) of deceased owner(s) of the Shop/Flat (Property) at Seawoods Estates Limited (NRI Complex / SEL / Company) in Physical 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.100	Documents which need to be notarized should consists followings:  • The Notary stamp with its name, address, contact details and
3.	Notarised Indemnity Bond on Stamp Paper of Rs. 500	<ul> <li>registration no.;</li> <li>Seal of the Notary;</li> <li>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.;</li> </ul>
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.	<ul><li>i. Copy of Probate of Will</li><li>ii. Letter of Administration</li><li>iii. Heirship Certificate</li><li>iv. Succession Certificate.</li></ul>	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.	Self-Attested
	e the owner is incapacitated, the matter sha site legal and professional charges.	Il be examined on case-to-case basis on the payment of additional

#### 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(s) who were jointly owning property including shares with Surviving Shareholder(s) who is also declared as Legal Heir(s).
- ✓ The Format of Application along with other 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(s) <u>AND</u> Surviving Owner(s) / Surviving member(s) of the Property and is in possession of Surviving Owner(s) / Surviving member(s) and Legal Heir(s).

- ✓ 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(s) along with Surviving Owner(s) has / have shares in Demat form** then Surviving Owner(s) who is Legal Heir(s) is required to contact Admin Manager of the Company via email 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 from each column:

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

# **APPLICATION FORM**

(Surviving Owner(s)
who is / are one of the Legal Heir(s) of
Deceased owner(s))

Date:	

To, Chief Estates Manager, Seawoods Estates Limited, ("Company") Sector- 54 / 56 / 58, NRI Complex, Nerul, Navi Mumbai – 400706, Maharashtra, India	Legal Heir – 1 (Photo)	Legal Heir – 2 (Photo)
SUBJECT: NOC for transmission of shop/ flat noi Limited along with the underlying shares as mentioned b		_ at Seawoods Estates
/ We, being Legal Heir(s) for the property as mentioned be one enable the Company to issue the No Objection Certific favor by replacing name of Mr./Msexpired on at  /we request the Company to issue NOC.	ate for transmission o	of property in my / our
/We confirm that:		
<ul><li>I / we have not modified any of the formats provided I</li></ul>	by SEL.	
I/We confirm that all the documents are filled in as rec	quired.	
The name of Legal Heir(s) wherever appearing in documatching with the name(s) as appearing in their PAN/	J	• •
<ul> <li>The Original Share Certificates for 2000 Equity Shares possession as on date.</li> </ul>	of the Company are	in place and in my / our
Гhanking you.		
Yours faithfully,		
 Legal Heir 1	 Legal Ho	 eir 2

A. DETAILS OF LEGAL HEIR(S)			
<u>Sr. No.</u>	Particulars of Details	Details of Legal Heir 1	Details of Legal Heir 2
1.	Name		
2.	Age		
3.	Residential Status		
4.	Residential Address		
	Permanent Address		
_	In case of NRI, Indian c/o		
5.	address is compulsory		
6.	Contact No.		
7.	E-mail ID		
8.	Relationship with Deceased		
	В.	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 SUBMI	TTED WITH THIS APPLICATION F	ORM ALONG WITH ITS
		ANNEXURES	
1.	Affidavit cum Undertaking (A	s per format of the Company).	Annexure - A
2.	Indemnity Bond (As per form	at of the Company).	Annexure – B
3.	Proof of Identification.		Annexure – C
4.	Proof of Address.		Annexure – D
5.	Copy of Probate of Will <u>OR</u> Letter of Administration <u>OR</u> Heirship		p Annexure – E
J.	Certificate OR Succession Certificate.		Alliexule – L
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 – G

#### ANNEXURE – A

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

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

exprehis/h Mr./ owned 1, Se Phase	te, Legal Heir(s) having details as more particularly stated in <u>Schedule I</u> herewith (which ession shall, unless repugnant to the subject, context or meaning thereof, be deemed to include her/their heirs, executors, successors, permitted assigns) of late Ms
1.	THAT I / We are joint owners of the Property along with; the surviving owner(s).
2.	THAT I / We intend to delete the name of Deceased Owner(s) who expired on, leaving behind his / her / their WILL the details of which are mentioned in the <u>Schedule - III</u> herewith bequeathing the aforesaid Property to me / us severally / jointly.
3.	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.
4.	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.
5.	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.

- 6. 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.
- 7. 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.
- 8. THAT I/We shall use the Property for the purpose as approved/originally intended.
- 9. THAT I/We shall submit the following documents to SEL after getting Property registered in my/our name:
  - a. CIDCO Final Order for transfer
- 10. THAT I / we shall take necessary steps to get the equity shares corresponding to Property from Seller(s) 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.
- 11. THAT SEL shall have a right to deny the following in case of non-compliance with the 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 2<sup>nd</sup> or 3<sup>rd</sup> 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;
  - 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 4** above.

- 12. 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.
- 13. 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 and correct to my perseconcealed therefrom.	•			· ·
Depo	onent – 1	_	Deponent – 2	
Photo	graph 1	F	Photograph 2	

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

## **SCHEDULE - I**

	D	ETAILS OF LEGAL HEIR(S)	
Sr. No.	Particulars of Details	Details of Legal Heir 1	Details of Legal Heir 2
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		
Sr. No.	Particulars of Details	<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	
Sr. No.	Particulars of Details	<u>Details</u>
1.	Date of execution of will/ date of	
	registration of will with Registrar	
2.	Registration No of Will	
	Name and jurisdiction of Court	
3.	which issued Probate order in	
	respect of the will	
4.	Date of Probate	
5.	Beneficiaries of will	

#### PART B: APPLICABLE WHEN THE DECEASED OWNER DIES INTESTATE

# AFFIDAVIT - CUM - UNDERTAKING FOR DELETION OF NAME IN THE PROPERTY OWNERSHIP(S)

exprehis/he his/he Mr./Nowne 1, See Phase maint	e, Legal Heir(s) having details as more particularly stated in <u>Schedule I</u> herewith (which ession shall, unless repugnant to the subject, context or meaning thereof, be deemed to include er/their heirs, executors, successors, permitted assigns) of late Ms
1.	THAT I / We are joint owners of the Property along with; the surviving owner(s).
2.	THAT I / We intend to delete the name of Deceased Owner(s) who expired intestate on for which the court issued Heirship Certificate / Succession Certificate / declaring me / us as only heir(s) of the deceased owner(s) which entitles me / us to inherit solely / jointly the aforesaid the Property held by the deceased owner(s).
	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.
	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 approved by Competent Authority and revised from time to time to SEL within the stipulated timelines without any demur and protest at all points of time.
	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.

- 6. 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.
- 7. 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.
- 8. THAT I/We shall use the Property for the purpose as approved/originally intended.
- 9. THAT I/We shall submit the following documents to SEL after getting Property registered in my/our name:
  - a. CIDCO Final Order for transfer
- 10. THAT I / we shall take necessary steps to get the equity shares corresponding to Property from Seller(s) 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.
- 11. THAT SEL shall have a right to deny the following in case of non-compliance with the 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 2<sup>nd</sup> or 3<sup>rd</sup> 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 4** above.
- 12. 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 me/our application.

13. 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	(pla	ce) on this	day of	(month),	(year	
that the content	s of the Paragraph	No. 1 to 13 of	f the aforesa	aid Affidavit-cum-u	ndertaking are true	
and correct to r concealed there	• •	ledge and no	part of it is	false and nothing	material has beer	
	Deponent – 1	· 		Deponent – 2		
	Photograph 1			Photograph 2		

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

## **SCHEDULE - I**

	DETAILS OF LEGAL HEIR(S)					
Sr. No.	Particulars of Details	Details of Legal Heir 1	Details of Legal Heir 2			
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.	Relation with Deceased					

## **SCHEDULE - II**

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

#### (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 / MEMBER OWNING PROPERTY JOINTLY

This Indemnity Bond is execu	ted on this	_ day of		_(month) <i>,</i>	
(year) at	_(place) by me/u	ıs, the Leg	al Heir(s)	having details	s as more
particularly stated in <b>Schedu</b>	ıle - I herewith	hereinafter	called "T	he Indemnifi	er"/ "The
Indemnifiers" (which express	sion shall, unless	repugnant t	o the subj	ect, context o	r meaning
thereof, be deemed to include	e his/her/their he	eirs, executo	rs, succes	sors, permitte	ed assigns)
of deceased owner are inten-	ding to be the ov	vner / owne	ers of the	flat / shop <b>("F</b>	roperty")
situated at Seawoods Estates	s , NRI Complex,	Phase-1, S	ector – 54	/ 56 / 58, N	lerul, Navi
Mumbai – 400706(hereinafte	r referred to as "	NRI Comple	x, Phase-:	<b>1"</b> ); the detail	s of which
are mentioned in the <b>Schedu</b>	ı <b>le - II</b> herewith k	peing opera	ted, maint	tained and ma	anaged by
Seawoods Estates Limite	d <b>("SEL")</b> . I/	We are	the l	egal heirs	of late
Mr./Ms	who expired on _		, leavir	ng behind his ,	/ her WILL
the details of which are ment	ioned in the <u>Sche</u>	dule - III he	rewith be	queathing 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:
  - 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 Property being transmitted immediately after being notified by SEL.

SOLEMNLY AFFIRMED AND DECLARED BY THE			INDEMNIFIER/	INDEMNIFIERS,	on
this	Day of	at	•		
	Indemnifie	er 1	Inc	lemnifier 2	

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

# SCHEDULE – I

	DETAILS OF LEGAL HEIR(S)					
Sr. No.	Particulars of Details	Details of Legal Heir 1	Details of Legal Heir 2			
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				
Sr. No.	Particulars of Details	<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				
Sr. No.	Particulars of Details	<u>Details</u>			
1.	Date of Execution of Will/ Date of				
1.	Registration of Will with Registrar				
2.	Registration No				
	Name and details of Court which				
3.	issued Probate order in respect				
	of the will				
4.	Date of Probate				
5.	Beneficiaries of will				

#### Annexures:

- i. Copy of Will
- ii. Copy of Probate

OR

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

I/ We, the Legal Heir(s) having details as more particularly stated in <u>Schedule - I</u> 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

	operated, main	tained and managed by Sea	awoods Estates Limit	e <b>schedule - II</b> herewith being ed <b>("SEL")</b> . I /We are the lega state on fo
	which the court only heir(s) of	had issued Heirship Certif	icate / Succession Co ch entitles me / us	ertificate declaring me / us a to inherit solely / jointly the
	•	•		rectors, (past and present), ving without any demur or
a.	claim, costs, cha	arges and expenses of any our act/s and steps take	nature that may be sen in transmitting	damage, demand, action, uffered or sustained by SEL the said Property in their ate in respect of the said
b.	•	ge, demand, action, claim, d of sustained by them if th	· •	xpenses of any nature that pplication are:
	and	/ undated / unsigned / su		apers of inadequate value; competent authorities.
C.	•	oute, demand, costs or extransmitted immediately a	•	re arises in respect of the y SEL.
		AND DECLARED BY THE at	INDEMNIFIER/ 	INDEMNIFIERS, on
	Inde	mnifier 1	In	demnifier 2
		DETAILS	OF WITNESSES	
F	articulars	Witness 1		Witness 2
	Name			
S	ignature			

Address	
Contact no.	

# SCHEDULE – I

A.DETAILS OF LEGAL HEIR(S)			
Sr. No.	Particulars of Details	Details of Legal Heir 1	Details of Legal Heir 2
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			
Sr. No.	Particulars of Details	<u>Details</u>	
1.	Flat no./shop no.		
2.	Building No.		
3.	Area in sq. mtrs.		
4.	Parking Space No.		
5.	Parking Space Type		