

CIRCULAR

Sub: Family transfer in let-out MbPA's plot / structure.

Without prejudice to the Board's rights and contentions in the matter, it is a pleasure to inform you that the Board of Mumbai Port Authority has approved the family transfer policy in respect of running leases / monthly tenancies / 15 monthly leases / licenses and expired leases.

2. To enable processing of family transfer cases, a fresh application is to be submitted by MbPA's lessees/ monthly tenants / 15 monthly lessees / licensees. The application is to be submitted alongwith applicable fee and necessary documents. The application fee for different categories are as follows:

- a) Addition of name/s Rs.30,000 /- per proposal. (Excluding GST)
- b) Deletion of name/s Rs.5,000 /- per proposal. (Excluding GST)
- c) No fee for deletion of name of deceased lessees/tenants.

3. The list of documents to be submitted are as follows:

- i. Application from H&LR of deceased tenant/Family members or surviving joint tenants/co-tenants with certified copies of death certificates of the deceased joint tenant/ co-tenants.
- ii. Notarized Affidavit-cum-indemnity bond as per attached format on Rs. 500/-Stamp Paper from the applicant declaring that he / she / they are the only legal heirs of the deceased tenant or NOC from other legal heirs of the deceased MbPA's lessees/ monthly tenants / 15 monthly lessees / licensees in the form of notarized affidavits with family tree, in case name of all the Heirs & Legal Representatives are not be included in MbPA's record.
- iii. If "WILL" has been executed, then probated copy of the "WILL" from High Court, Mumbai.
- iv. Legal Heirship Certificate issued by City Civil Court, Mumbai or Civil Court in the other district places.
- v. Any other document to be called on case to case basis.

4. Please note that on liquidation of Estate division's Billed Invoices and on compliance of the above requirements, subject matter shall be processed for obtaining Competent Authority's approval.

DA: 1) Application Format.
2) Notarized Affidavit-cum-indemnity bond format.

BR21121418
21/12/22
ESTATE MANGER *IK*

APPLICATION.
FORMAT.

No. EM/AS-GEN/F-220/

Name & Address:

Date:

To,
Estate Manager
Mumbai Port Authority.

Sub: Plot No._____/Old RR No.____code No____
_____ Estate.

I/We the lessees/tenant of the subject premises. The lease/tenancy has expired on
_____.

2 I/We have _____ (description of plot/structure) on the
subject plot with _____ user (use of the plot/structure).

3 I/We am/are using the premises for myself/ ourselves.

4 I/We want to delete/addition of name/s of family members (1) Shri _____ (2)
Shri _____ (as joint tenants) in the subject Plot/Structure with a necessary consent /s.

5 We are enclosing herewith a cheque /P.O./D.O. bearing No._____ dated _____
for Rs.30,000/5,000/No fee.

Encl: 1) Cheque/P.O./D.O
2) Affidavit Cum Indemnity Bond
3) Original Death Certificate
4) Family Tree
5) "WILL" or Legal Heirship Certificate.

Yours faithfully,

Signature:

Name/s_____

Designation

AFFIDAVIT CUM INDEMNITY BOND

(On Rs 500/- Stamp Paper)

1. I Shri/Smt _____ Age _____ son/daughter/wife/husband/father/mother of Shri/Smt _____ residing at _____
2. I Shri/Smt _____ Age _____ son/daughter/wife/husband/father/mother of Shri/Smt _____ residing at _____
3. I Shri/Smt _____ Age _____ son/daughter/wife/husband/father/mother of Shri/Smt _____ residing at _____

Do hereby state on solemn affirmation as follows:

- i. I/We say that I/we are aware that Shri/Smt. _____ (alongwith Shri/Smt. _____) are/was/were the tenant/lessee/joint tenants/tenants in common, of the Board of Port of Mumbai (Board) in respect of premises bearing Plot/RR No. _____ situated at _____ Estate, (address) (hereinafter the sake of brevity referred to as "the said premises")
- ii. I/We further say that I/we are aware that Shri/Smt. _____ (Relation) expired on leaving behind _____ (Relation) as his/her only heirs and legal representatives.
- iii. We further say that we are the only heirs and legal representatives of late Shri/Smt _____
- iv. I / We further say that I/we have made an application to the Estate Manager, MbPA for bringing on Board's record the names of the following heirs and legal representatives.
- v. I/We further say that I/We are aware that in joint tenancy, the tenancy /lease devolve upon the legal heirs of the last surviving joint tenants. We hereby give our consent and no objection for deletion /addition of names of family member/s viz Shri/Smt. _____ son/daughter/wife/husband/father/mother of _____
- vi. I/We further say that we shall not (at any time or for any reason whatsoever) claim any tenancy/leasehold right or any other rights in respect of the said premises.
- vii. I/We further say and declare that the billed invoice dues in respect of the premises have been duly paid. I/we undertake to liquidate all dues as per board's policy from time to time/revised SoR if applicable, under this affidavit.
- viii. I/we further say that there are no subsisting breaches in respect of the said premises and that even if there are any breaches in the records of the Board, I/We undertake to rectify the same or to pay the charges /premium due and payable towards regularization of such breaches in terms of the policies of the Board under this affidavit.
- ix. I/we further state that we are aware that the request would be processed without prejudice to the Board's rights to refuse renewal of the tenancy/lease for any reason including the requirement of the premises for Board's use in terms of its Development Plan/Master Plan.
- x. I/We further say that we are aware that the request for deletion /addition of name/s of family members of lessees/tenants would be processed without prejudice to the rights and contentions of the Board in the pending litigation and I/We do not have any objection to the same.
- xi. I/We further say and declare that we are aware that based on the consent granted by me/us, the Board may delete/add name/s of family member/s proposed under this affidavit

viz. _____ and that we do hereby individually and severally agree and undertake to indemnify and keep indemnified the Board of Mumbai Port Authority from and against any action, claim, demand that might be or have been made by anybody in respect of the said plot /structure for such deletion / addition of name/s of family member/s in favour of the said person/s.

- xii. I/We do hereby further agree and undertake that in the event of any such claim being made, we shall indemnify and keep indemnified the Board of Mumbai Port Authority from and against any such claims and all losses and all damages that might be or have been sustained by the said Board of Mumbai Port Authority on account of any such claim and/or demand.
- xiii. I/We further say and declare that we have made this declaration solemnly, sincerely and conscientiously, knowing fully well and understanding the consequences thereof, and the same shall be binding upon our heirs, co-tenant/s, executors and administrators and assignees.

We further say and declare that what is stated herein above is true to our knowledge.

Solemnly declared at Mumbai this----- day of----- Two thousand twenty-----

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3.

BEFORE ME

NOTARY