# SUKH SAGAR PREMISES CO-OPERATIVE SOCIETY LIMITED

(Registered No. BOM/GNL 118 of 1965 Dated 27-4-1965)

Sukh Sagar, N. S. Patkar Marg, Mumbai - 400 007.

Ref. No. SS/

Date 12th May, 2003

Shri Nainesh P. Shroff Flat No. 604, Sukh Sagar, N.S. Patkar Marg, Mumbai - 400007.

Dear Sir,

Sub: Sale of your Flat No. 604

This has reference to the notice dated 06.05.2003 of your intention to sell your Flat No.604 to M/s.Summit Jewellery.

The Society has no objection for this transaction and you may submit all the required documents duly completed.

Thanking you,

Yours faithfully, For Sukh Sagar Premises Coop. Soc. Ltd.

Hon. Secretary

# NOMINATION FORM

SURH SAGAR HERITERS CO-OFFRATIVE SCODETY LIMITED.

Reg. No. Hom/CHL.118 of 1968 dated the 27th April, 1965.

(Rursuant to Section 3011) of the Maharasht a Co-operative Secteties Act

I. Framinghand Valenchand Shroff. (full name) hereby notate the person(s) mentioned below to whom, in the event of my death, the char and/or interest standing to my credit in respect of my Flat/shep/Godown No. 404... in which sagar primates co-observative receivery IND., Hughes Road, Bombay 7, after my death would be payable/transcrable.

Name of the Exminee(s)
to payable/transferable. Permanent Address.

Permanent Address.

Ente of Birth of Exminee(s) in case of minor.

Harriech Franchand Sukh Sagar Shroff. Hugus Road Bombay. 7-

Witnes: 5. B. Annb : Signature of the morner

Address:

Mani Bhuman Hughes Roxal. Date. Bombay 7 Address: Mari Bhunan Hughes Road Bomby.7-

P.T.O.

The nomination has been registered on ....................... and the entry has been made in the members Register of the Society.

Seal.

Signature of the Chairman/Secretary.

SUKH SAGAR PREMISES CO-OP. SOCIETY I TD. Hughes Read, Bombay-7.

(Please sign and return both copies to the Hon. Secretary, who will forward to you one copy duly certified after registering in the books of the society).

## WILL

I, SHRI FRAVINCHAND PREMCHAND SHROFF aged about 70 years residing at Sukh Sagar, 6th Floor, N. S. Patkar Marg, Bombay 400 007 being of sound and disposing state of mind do make and declare this as my last and final WILL and Testament. I have not made any Will or Codicil prior to this will and if I have made any such WILL, the same is hereby revoked and should be considered as null and void.

# EXECUTORS AND TRUSTEES

SMT. PRAVINA P. SHROFF as Executors and Trustees of this my will. In the event of number of Executors and Trustees falling below two or for any other reason the said Executors and Trusteers or the survivors thereof shall have the right to appoint any person whom they consider to be fit to be the Executor and Trustee of this my Will.

#### 2.0. <u>DISPOSITION OF MY ASSETS</u>

- 2.1. I hereby declare and direct my Executors and Trustees that all my debts, expenses of my last illness, cremation and obsequies, my Income-tax, Wealth Tax, and Estate Duty liabilities be first met out of my assets. For this purpose, my Executors and Trustees may liquidate my investment.
- 2.2. I own Flat Novi 604 in Sukh Sagar Building, N. S. Patkar Marg, Bombay 400 007. I bequeath the same to my son Shri Nainesh P. Shroff subject to right of residence for life of my wife Smt. Pravina P. Shroff, she will have absolute right to stay in the house and on her demise the flat will belong absolutely to my son Shri Nainesh P. Shroff. Shri Nainesh P. Shroff will be entitled to sell the flat provided he makes adequate arrangement for stay to the satisfaction of my wife and after obtaining her consent and my wife will not refuse the consent if arrangements satisfactory for her

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stay have been made by my son Shri Nainesh F. Shroff.

- Dequeath a sum of Rs.50,000/- (Rupees Fifty Thousand Only) to my daughter Smt. Nina Vikram Sheth. I also settle sum of Rs.50,000/- (Rupees fifty thousand only) upon Trust for her. My Trustees shall give the income to my said daughter Smt. Nina Vikram Sheth till the age of 50 years and when my daughter Smt. Nina Vikram Sheth reaches the age of 50 years the entire amount should be given to her.
  - 2.4. I also settle upon Trust a sum of Rs.2,00,000/(Rupees Two Lacs Only) for the benefit of my granddaughter Caloni. The Trustees shall apply the income for her benefit and unapplied income shall be accumulated and on her attaining the age of 18 years my Trustees shall give 50% of the corpus from unapplied and accumulated surplus to Saloni. On her marriage my Trustees shall give her a further sum equal to 25% of the corpus and the remaining corpus and unapplied income shall be given to the said Saloni on her attainment of the age of 30 years. My Trustees shall execute necessary Trust Deed in respect of the above Trust.
  - 2.5. I also settle upon Trust a sum of Rs.2,00,000/(Rupees Two Lacs Only) for the benefit of my granddaughter
    Shimoni. The Trustees shall apply the income for her benefit
    and unapplied income shall be accumulated and on her attaining
    the age of 18 years my Trustees shall give her 50% of the corpus
    from unapplied and accumulated surplus to Shimoni. On her
    marriage my Trustees shall give her a futher sum equal to 25%
    of the corpus and the remaining corpus and unapplied income
    shall be given to the said Shimoni on her attainment of the age
    of 30 years. My Trustees shall execute necessary Trust Deed
    in respect of the above Trust.

P.P. Shrapp

Z.B. I bequeath absolutely one pair of ear clips of Diamond set in white metal to Prafulla wife of my son Mainesh.

2.9. I bequeath residual of my assets either movable or immovable whatsoever and wheresoever situate to my son Shri Nainesh P. Shroff absolutely.

IN WITNESS WHEREOF I have signed this WILL this 17th day of August in the year one thousand nine hundred eighty eight.

P.f. Shigp

PREMCHAND SHROFF as and for his last
WILL in the presence of both of us present
at the sametime, who at his request in
his presence and in the presence of each
other have hereunto subscribed our names
as witnesses.

1. SHODHAN BALUPHAT SHAH

TOI, DIVYALOK, AZ/L.D. RUPAREL MARGBOMBAY - 400006.

(Name and Address)

S.B.Shah 7/8/1988

2. Neena V. Sheth.

Al-Schah-Court, 1st Floor, Ind. 11

73. Harine Drive-Bibny 20:

(Name and Address)

Meena V. Sheth 17/8/88

44 co miles 41 con 373 214 43140 CER

CERTIFIED TE COPY.

S. W. D'SO UZA
NOTARY, Govt. India,
Kalpak Estate, Bl. 12,
Flat No. 201, An ... II.
Mumbai - 400

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I, SMT. NEENA VIKRAM SHETH aged about 60 years, presently residing at 1/11, Al-Sabha Court, 73-Marine Drive, Mumbai-400 020 hereby solemnly declare and affirm as follows:

that, I am daughter of late Shri Praveenchand Premchand Shroff who during his life time was residing at 604-Sukh Sagar, Building, N.S. Patkar Marg, Mumbai-400 007.

that, my father shri Praveenchand Premchand Shroff died on or about 20.9.1988 at Baroda, leaving behind myself, my brother Shri Nainesh P. Shroff and my mother Smt. Pravina P. Shroff as the only heirs.

that, I am married to Shri Vikram R. Sheth since 1967 and residing with my family at above address.

that my father owned and possessed interalia Flat No. 604 on the 6th floor of Sukh Sagar Building, measuring about 1580 sq.ft. and he was member of Sukh Sagar Premises Co.op. Society Ltd.,

that my father during his lifetime made his last will dated 17.8.1988 and I am one of the witness to the said Will. My father has not made any other Will and his will dated 17.8.1988 is valid and binding on all his heirs.

X Deena V. Sheth



that, my father bequeathed Flat No. 604 in Sukh Sagar Building, N.S. Patkar Marg, Mumbai-400 007 to my brother Shri Nainesh P. Shroff and reserved a right to occupy the said Flat for lifetime in favour of my mother Smt. Pravina P. Shroff.

that, my brother Shri Nainesh P. Shroff and my mother Smt. Pravina P. Shroff have agreed to sell the said

I hereby solemnly declare and confirm that I have full knowledge of the intending Sale of said Flat to the intending Purchasers M/s. Summit Jewellery having Office at 21-Pratik Arcade, Tata Road No. 2, Opera House, Mumbai 400 004

that, I have no objection for sale and transfer of said Flat and related Shares of the Society to the intending Purchasers. I have no right title interest or claim in respect of said Flat.

Whatever stated hereinabove is true and correct.

Signed by the withinnamed deponent on this 2b'Mary 2003 at Mumbai

, Deena V. Shetti.

SMT. NEENA V. SHETH

In the presence of:

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Before me.

B. D. JAISWAL

ADVOCATE HIGH COURTS

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### AFFIDAVIT

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that, my father shri Praveenchand Premchand Shroff died on or about 20.9.1988 at Baroda, leaving behind myself, my brother Shri Nainesh P. Shroff and my mother Smt. Pravina P. Shroff as the only heirs.

that, I am married to Shri Vikram R. Sheth since 1967 and residing with my family at above address.

that my father owned and possessed interalia Flat No. 604 on the 6th floor of Sukh Sagar Building, measuring about 1580 sq.ft. and he was member of Sukh Sagar Premises Co.op. Society Ltd.,

that my father during his lifetime made his last will dated 17.8.1988 and I am one of the witness to the said Will. My father has not made any other Will and his will dated 17.8.1988 is valid and binding on all his heirs.



that, my father bequeathed Flat No. 604 in Sukh Sagar Building, N.S. Patkar Marg, Mumbai-400 007 to my brother Shri Nainesh P. Shroff and reserved a right to occupy the said Flat for lifetime in favour of my mother Smt. Pravina P. Shroff.

that, my father during his lifetime nominated my brother Shri Nainesh P. Shroff in respect of Flat No. 604 in Sukh Sagar Building and filed nomination form with the Society which was taken on record by the Society on 30.7.1966.

that, my brother has requested the Society to transfer the Society's Shares to his name.

hereby confirm and declare that his will nomination are valid and binding on all his heirs, and I have no objection for transfer of Flat No. 604 in Sukh Sagar Building and related Shares of Sukh Sagar Premises Co.op. Soc. Ltd., from deceased father Shri Pravinchand Shroff to my brother's name Shri Nainesh P. Shroff.

I also confirm and declre that I have no right, title and claim in respect of Flat No. 604 in Sukh Sagar Building.

Whatever stated hereinabove is true and correct.

Signed by the withinnamed deponent on this  $26^{4}$  day March, 2003 at Mumbai

Deena V. Shette

SMT. NEENA V. SHETH

In the presence of:

Before me.

**BEFORE ME** 

B. D. JAISWAL

B.A.(SPL.) DBM.LLB.
ADVOCATE HIGH COURT &
NOTARY GOV! OF INDIA
21 SAI LEELA SA'LASH NAGAG.
DOMBIVE! (W) 421202.

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LS.V. भहाराष्ट्र MAHARASHTRA सी. अरुणा अरुण चाशिडे

AUG 2007

Proper Officer

Shri. K.B. Khatal

🖈 परवाना भागक पदांच विक्रेना क्र. 🕍 🖈 १४वी, जोनानी वाडी, एडियन बिल्डींग, तळमलला, एम ं, ५, भिगगंद, भवई-४

■ 从井州」 विकास

सर्वकी/श्री/श्रीयती..... ह ...... चा मुद्रांक विकरा. DECLARATION AT 289541

1 4 AUG 2007 MILAN JEWELLER

We M/s Revashankar Gems Ltd., Shankar Jewels Ltd. And Milan Jeweliers are Joint owners of property Admeasuring 7210 sq.ft. at unit no.3, 2nd floor, Anand Premises Co-op. Society Ltd., 168 Vidyanagari Marg (CST Road), Kalina, olacyz, Mumbai – 400 098 (As per Angexure 'A' attached).

Name: 7 M/s Milan Jewellers owner of Part 'A' of 2613 sq.ft.in the above property enjoying Area Gr. Meredit Kmil with Union Bank of India, Opera House Branch, Mumbai - 400004 and Res. Not supplied to create mortgage of their part of 2613 sq.ft. with Union Bank of India. againstreedit limits sanctioned to them. We M/s Revashankar Gems Ltd., and Jewels Ltd. has no objection against M/s Milan Jewellers creating age of Part 'A' measuring 2613 sq.ft. in favour of Union Bank of India.

Place: Mumbai

Date: 25th August 2007

Milan, Jewelle

vocate High Court, Espianade Court, MUMBAL-490

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ATTESTED BY

29 AUG 2007



Seneral Stamp Office Bombay.

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Sur P.D Street

Stamped paper of Rs.

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ARTICLES OF AGREEMENT made at Bombay this Soul day of october in the Christian Year One Thousand Nine Hundred and Fifty-nine Between RASHMIKANT KANAIYALAL MEHTA of Bombay Indian Inhabitant hereinafter called "the d Transferor" (which expression shall subject to the context hereof mean and include his heirs executors and administrators) of the one part And PRAVINCHANDRA PREM-CHAND SHROFF also of Bombay Indian Inhabitant hereinafter called "the Transferee" (which expression shall subject to the context hereof mean and include his heirs executors and assigns) of the other part WHEREAS one Messrs. Ishwardas Haridas Bhatia hereinafter referred to as "the said firm" has put up a building known as Sukh-Sagar on a plot of land bearing C.S.No.1518 situate at Sandhurst Road, Chowpatty, Bombay 7 admeasuring about 1420 sq.yards AND WHEREAS the said firm is the owner of the said plot and had agreed to give on lease the said plot for a --

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a period of 999 years direct or by Assignment of the Headlease any to a proposed Co-operative Society or a limited company AND WHEREAS the Transferor by an agreement dated the 8th day of October 1957 made between the said firm and the Transferor acquired block No.604 together with a --portion of 80 Square feet from the adjacent Block No.605 on the sixth floor of the said building on the terms and conditions contained in the said Agreement dated the 8th day of October 1957 AND WHEREAS the Transferor has duly observed and performed his part of the said Agreement dated the 8th day of October 1957 and is absolutely entitled to the said Block No.604 (residence) on the sixth floor of the said building subject however to the payment of taxes and other outgoings as mentioned therein and subject to the Agreement to give on lease for a period of 999 years recited hereinabove and possession of the said Block No.604 (residence) on the sixth floor to the Transferee on the same terms and conditions mentioned in the Agreement referred to above originally entered into by the Transferor and the said firm in so far as it relates to the Block No.604 together with the portion of 80 Sq.feet from the adjacent Block No.605 which is added to the Kitchen NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

1. The Transferor shall transfer the ownership and possession of the said Block No.604 (residence) on the sixth floor together with a portion of 80 square feet from the adjacent Block No.605 on the sixth floor which is added to the Kitchen to the Transferee.

In consideration of the aforesaid transfer, the Transferee shall pay to the Transferor a sum of B.37.000/-(Rupees Thirty-seven Thousand).

- The Transferor shall deliver peaceful and vacant possession of the said Block No.604 together with a portion of 80 square feet on or before the 11th day of October 1959 against payment of the said sum of k.37,000/- (Rupees Thirtyseven Thousand).
- The Transferor hereby agrees and solemnly declares that he has duly performed and observed all the covenants conditions and stipulations contained in the Agreement dated the 8th day of October 1957 made between the said firm and the Transferor and further agrees and declares that he has full and absolute right and authority to transfer the ownership and possession of the said Block No.604 with the said portion of 80 square feet to the Transferee and that the Transferee shall peaceably and quietly enjoy the same without any let or hinderance from any person whomsoever.
- 5. That the Transferee shall be entitled and subject to all the rights liabilities privileges in respect of the said Block No.604 and the said portion of 80 square feet as if and to the end and intent that the Transferee had been the original party to the said Agreement dated the 8th day of October 1957 with the said firm.
- 6. The Transferor shall procure the confirmation and consent in writing of the said firm to the aforesaid transfer of the ownership and possession of the said Block No.604 and the said portion of 80 square feet to the Transferse on or before the 1st day of October 1959 and prior to the payment of the said sum of 8.37,000/- (Rupees Thirty-seven Thousand).
- 7. That the Transferor shall also procure to be constructed.

  by the said firm at the costs and expense of the said firm water

Rashmikant. k. Mehla

water closet (w.C.) in the balcony of the said Block No.604 facing Hughes Road within the period of three months from the date hereof.

- 8. That the Transferor hereby agrees and declares that he has paid discharged and performed all pecuniary and other liabilities and obligations under the said -- Agreement dated the 8th day of October 1957 or otherwise in respect of the said Block No.604 and hereby indemnifies the Transferee from and against the same.
- Its day of October 1959 he shall be bound and liable to discharge and perform all the pecuniary and other liabilities under the said Agreement dated the 8th day of October 1957 or otherwise in respect of the said Block No.604 and the said portion of 80 square feet to the said firm or otherwise howsoever and hereby indemnifies the Transferor from and against the same.
  - 10. The Transferor hereby agrees to execute such documents and writings as may be necessary to completely effectuate for the purpose of this agreement and the costs if any of such documents and writings will be borne and -- shared equally by the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED & DELIVERED by the Rashmilcant Kanayalal withinnamed RASHMIKANT KANAIYALAL
MEHTA in the presence of:-

my fred

SIGNED SEALED & DELIVERED by the Pravinchard Remchand Shroff.

withinnamed PRAVINCHANDRA PREMCHAND SHROFF in the presence --

Amarchand Canachardhaver

S.SDK:

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RASHMIKANT KANAIYALAL MEHTA

TO

PRAVINCHANDRA PREMCHAND SHROFF.

AGREEMENT

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