

M/S SUMMIT-JEWELLERY
604 - SUKH-SAGAR, N.S. PATHKAR MARG
MUMBAI 400007

SALE DEED

**FLAT NO. 604, ON THE 6TH FLOOR
OF "SUKH SAGAR BUILDING"
SITUATED AT N.S. PATKAR MARG,
MUMBAI-400 007.**



Original
नोंदणी 39 म.
Regn. 39 M

Tuesday, May 20, 2003
3:56:10 PM

पावती

पावती क्र. : 3619

दिनांक 20/05/2003

गावाचे नाव गिरगाव

दस्ताऐवजाचा अनुक्रमांक बबड 1 - 03577 - 2003

दस्ता ऐवजाचा प्रकार करारनामा
करारनामा

सादर करणाराचे नाव: मेसर्स समित ज्वेलर्स चे भागिदार म्हणुन कमलेश . जव्हेरी

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (18)	:-	360.00
एकूण रु.		30360.00

आपणास हा दस्त अंदाजे 4:10PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह मुंबई शहर 1 (फोर्ट)
मुंबई शहर क्र. १.

बाजार मुल्य: 8655520 रु. मोबदला: 10500000 रु.
भरलेले मुद्रांक शुल्क: 788750 रु.

DELIVERED
ON 20/5/03

T-30

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

of 1

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. **158829**

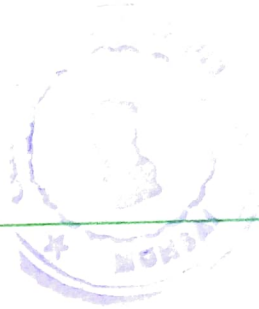
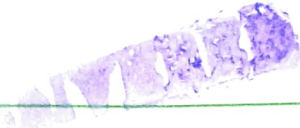
Receipt Date **13-MAY-03**

Received From **M/S SUMIT JEWELLERY**

On Account of **SALE OF STAMPS**

Counter No. **CNT-2**

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
60050		12-MAY-03	CORPORATION BANK (COB)	F	788,750.00



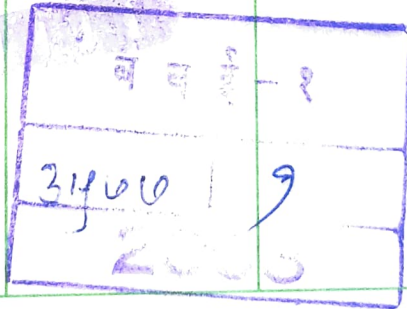
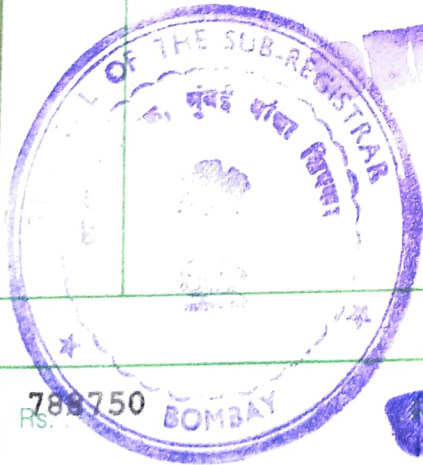
Case No. :

Lot No. :

Lot Date :

Total D. O. :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
	SPECIAL ADHESIVE	1	788750	788,750.00
Total :				788,750.00



788750
RS.

**Seven Lakh Eighty Eight Thousand Seven
Hundred Fifty only**

P. GURMOLE

Signature / Designation

Cashier / Accountant
At the time of Registration, please produce the original receipt before the Sub-Registrar.

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SALE DEED

THIS SALE DEED made at Mumbai this 20th day of May 2003 between:-

1. SHRI NAINESH PRAVINCHAND SHROFF an adult, Indian inhabitant residing at 604-Sukh Sagar Building, situted at N.S. Patkar Marg, Mumbai-400 007 hereinafter referred to as the "TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors administrators and assigns) of the ONE PART;
2. SMT. PRAVINA PRAVINCHAND SHROFF an adult, Indian inhabitant presently residing at 604-Sukh Sagar Building, N.S. Patkar Marg, Mumbai-400 007 hereinafter referred to as the "CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include

158829

Rs 7 588750

Rs 80000



GENERAL STAMP OFFICE
INDIA
STAMP DUTY MAHARASHTRA
FORT, MUMBAI
MAH-GSO/0069
Rs. 0788750
PB 1091

138829
Rs 7 588750
Rs 80000
138829 only

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M. M. Pednekar
Proper Officer,
General Stamp Office Mumbai

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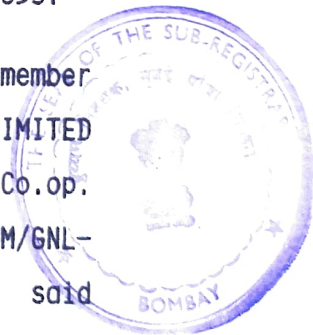
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her heirs, executors administrators and assigns) of the SECOND PART; AND

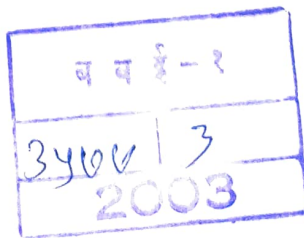
3. M/S. SUMMIT JEWELLERY a registered Partnership firm having office at 21-Pratik Arcade, Tata Road No. No. 2, Opera House, Mumbai-400 004 represented by its Partner SHRI KAMLESH JHAVERI hereinafter referred to as the "TRANSFEREES (which expression shall unless repugnant to the context or meaning thereof mean and include its Partners for the time being and from time to time and their respective heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS pursuant to Agreement dated 6th day of October, 1959, SHRI PRAVINCHAND PREMCHAND SHROFF acquired and/or purchased Flat No. 604 measuring about 1580 sq.ft. Carpet Area/Built-up Area (which includes 80 sq.ft. area of adjacent Flat No. 605, which was added to the Kitchen of Flat No. 604) on the 6th floor of Sukh Sagar Building situated at N.S. Patkar Marg, Mumbai-400 007 hereinafter referred to as the said "Flat" (more particularly described in the Schedule annexed hereto); on the terms, conditions and for the consideration as recorded in the Agreement dated 6th October 1959.

WHEREAS the said PRAVINCHAND P. SHROFF was a member of SUKH SAGAR PREMISES CO.OPERATIVE SOCIETY LIMITED a society registered under the Maharashtra Co.op. Societies Act, 1960 vide Registration No. BOM/GNL-118 of 1965, hereinafter referred to as the said



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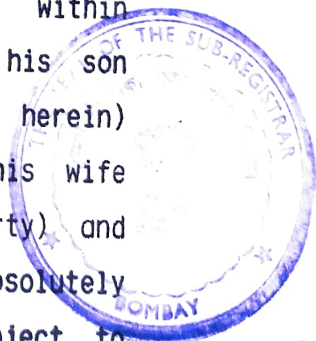
"Society";

WHEREAS said Shri Pravinchand P. Shroff subscribed 5 equity shares of Rs. 50/- each in the capital of Sukh Sagar Premises Co.op. Soc. Ltd., bearing distinctive No. 16 to 20 as comprised in Share Certificate No. 4 issued by said Society, hereinafter referred to as the said "Shares".

WHEREAS Shri Pravinchand P. Shroff during his lifetime nominated his son Shri Nainesh P. Shroff as his nominee in respect of said Flat and said Shares and filed Nomination form with the said Society, and the said society registered the said nomination on 30.7.1966 and made necessary entries in Members' Register.

WHEREAS Shri Pravinchand P. Shroff died testate leaving his last will dated 17.8.1988 on or about 20th September, 1988 at Baroda, leaving behind his wife Smt. Pravina P. Shroff, his son Shri Nainesh P. Shroff and one married daughter Smt. Neena Vikram Sheth as his legal heirs.

WHEREAS pursuant the deceased Shri Pravinchand P. Shroff, disposed of his movable and immovable properties as per his will dated 17th August, 1988, and as per his will, he bequeathed within referred Flat in Sukh Sagar Building to his son SHRI NAINESH P. SHROFF (the Transferor herein) subject to right of residence for life to his wife SMT. PRAVINA P. SHROFF (the Confirming Party) and upon her demise the said Flat shall absolutely belong to Shri Nainesh P. Shroff, subject to



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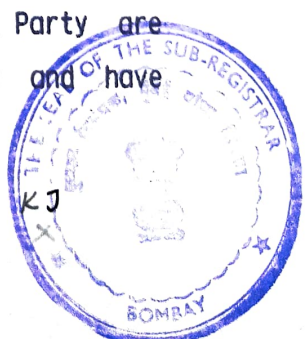
alternate arrangements for say of his mother and with her prior written consent, has a right to sell and transfer the said Flat.

WHEREAS the other legal heir of late Shri Pravinchand P. Shroff i.e. Smt. Neena Vikram Sheth has made a separate voluntary declaration-cum-affidavit confirming that she has no right, title, interest or claim in respect of said Flat and she has no objection for sale and transfer of said Flat as contemplated herein. The Transferor has made alternate arrangements for stay of the Confirming Party to her satisfaction and the Confirming Party has therefore agreed to join hands to signify her consent for sale and transfer. It is agreed that the Confirming Party will not raise any dispute hereafter about the arrangements made for her stay and will not claim any compensation from the withinnamed Transferees.

AND WHEREAS the Transferor and Confirming Party herein have represented to the Transferees that:

- a. that, they have obtained necessary affidavit and declaration from Smt. Neena V. Sheth, the heir of late Shri Pravinchandra P. Shroff, for sale and transfer of said Flat and said Shares.
- b. that they are in exclusive possession and occupation of said Flat without any hindrance from anyone.
- c. that the Transferor and Confirming Party are absolute owners of the said Flat and have

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absolute right to use, occupy and possess the said Flat.

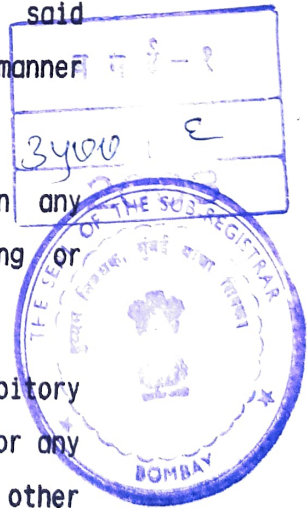
d. that the said Flat and said Shares are free from claims and encumbrances of any nature whatsoever and the same are not attached either before or after any judgment or at the instance of Income Tax Authority, or any other Authorities. The Transferor with the consent of the Confirming Party has absolute power and authority to deal with the said Flat and said Shares.

e. save and except the Transferor and Confirming Party no other person has any claim, share, right, title or interest in the said Flat and the said Shares.

f. that the Transferor and Confirming party have not created any mortgage, charge, lien, tenancy, license or any encumbrances in respect of the said Flat and that the Transferor and Confirming Party has not done any act whereby their rights in the said Flat may be prejudiced in any manner whatsoever.

g. that there are no proceedings pending in any court as on date concerning, touching or affecting the said Flat.

h. that there is no attachment or prohibitory order issued by the Competent Authority or any court or Tax Authorities or by any other



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Authority prohibiting the Transferor and Confirming Party from dealing with and/or selling or transferring the said Flat and said Shares.

i. that except with the Transferees herein referred to, the Transferor and Confirming Party have not entered into any arrangement, agreement or commitment in respect of the said Flat nor created any third party rights in the said Flat or any part thereof.

j. that the Transferor and Confirming have obtained from the said Society, for its consent to transfer the said Flat and said Shares to the Transferees as required under Rule 24 and 24(6) of M.C.S. Rules 1961, vide its letter dated 12.05.2003.

AND WHEREAS relying upon the above representations which being the essence of this contract the Transferees herein have agreed to purchase, acquire and takeover the right, title and interest in the said Flat and said Shares together with the right of occupancy and use thereof and rights incidental thereto free from any encumbrances.

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The Parties hereto have agreed to the terms and conditions as recorded hereinafter and therefore this Agreement witnesseth as follows:

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Transferor and Confirming Party hereby

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sell and transfer and the Transferees hereby purchase and acquire the said Flat No. 604 measuring about 1580 sq.ft. Carpet Area (which includes 80 sq.ft. area of adjacent Flat No. 605, which was added to the Kitchen of Flat No. 604) on the 6th floor of Sukh Sagar Building situated at N.S. Patkar Marg, Mumbai-400 007 and 5 equity shares of Rs. 50/- each in the capital of Sukh Sagar Premises Co.op. Hsg. Soc. Ltd., bearing distinctive Nos. 16 to 20 as comprised in Share Certificate No. 4 issued by the said Society, alongwith right to use and occupy said Flat on Ownership basis at or for the total consideration of Rs. 1,05,00,000/- (Rupees One Crore five lacs only); free of any encumbrances.



2. On or before execution of this Sale Deed, the Transferors acknowledge receipt of Rs.1,05,00,000/- (Rupees One Crore five lacs only) from the Transferees being full consideration for sale, as follows:

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CHEQUE/ PAY ORDER NO.	DATED	AMOUNT	DRAWN ON/ ISSUED BY
013484	7-3-03	7,35,000/-	Corporation Bank
660096	20-5-03	97,65,000/-	Oversea Branch, Nariman Point, Mumbai
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-	-	-	-

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In consideration of the sum received as stated hereinabove, the Transferor and Confirming

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Party hereby acquit and discharge the Transferees from payment thereof. Hereafter the Transferees shall enjoy and possess the said Flat and said Shares without any let or hinderance from the Transferor/Confirming Party or anybody whatsoever on their behalf.

3. The Transferor and Confirming Party confirm having handedover vacant and peaceful possession of the said Flat, Share Certificate, Original Title deeds and Share Transfer form duly signed and executed by them for transfer of said Shares and the Transferees acknowledge receipt thereof.

4. The Transferor and Confirming Party have represented to the Transferees as follows:

a. the Transferor and the Confirming Party are the sole and absolute owners of the said Shares and the said Flat.

b. the said Flat hereby sold is free from all or any encumbrances whatsoever and the same is not attached either before or after the judgment or at the instance of Taxation Authority or any other Authorities and that the Transferor and Confirming Party have full and absolute power to deal with the same.

c. save and except the Transferor and Confirming Party no other person has or have any claim, share, right, title or interest by way of sale, exchange, lease,



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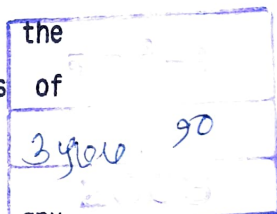
licence, mortgage, gift, trust, inheritance, tenancy, lien, or otherwise in the said Flat and the Transferor and Confirming Party are competent and entitled to deal with the same as provided in these presents.

d. Simultaneously against receipt of consideration for sale, the Transferor and Confirming Party have put the Transferees in vacant possession and hereafter Transferees shall continue to quietly and peacefully possess, occupy and enjoy the said Flat as the legal and absolute owners without any hindrance, denial, interruption or eviction through, under or in trust for the Transferors;

e. Under the bye-laws of the said Society, there is no prohibition against the Transferees being enrolled as members of the said Society.

f. there are no proceedings pending in any Court as on date concerning, touching, affecting the said Flat and/or the said Shares.

g. There is no attachment or prohibitory order issued by the Competent Authority or Court prohibiting the Transferor and/or Conrming Party from dealing with or selling or transferring the said Flat.



9 *[Signature]*

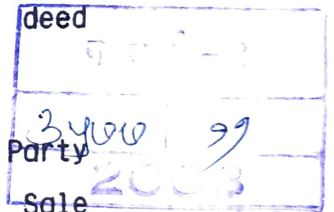
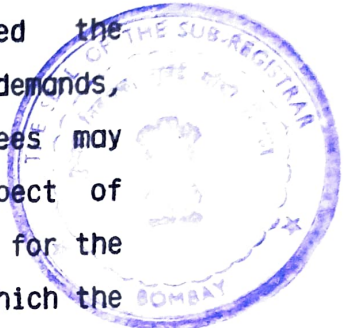
P.P.S.

[Signature]

n. There are no circumstances or factors which prevent the Transferor and/or Confirming Party from dealing with, transferring or selling the said Flat and said Shares to the Transferees or which prevent the Transferees from acquiring the same or getting the same transferred to or vested in them; There are no disputes or claims by any relative family member of the Transferors.

i. The Transferor and Confirming Party shall indemnify and keep indemnified the Transferees against any claims, demands, costs, expenses that the Transferees may be liable to pay or incur in respect of the said Flat and the said Shares for the period upto the date hereof for which the Transferors will execute a separate deed of indemnity.

j. The Transferor and Confirming Party agrees to admit execution of this Sale Deed before the Sub-Registrar of Assurances, Mumbai as and when the same is lodged for registration.



5. The Transferees hereby covenant with the Transferor and Confirming Party as follows:

i. that the Transferees shall hereafter regularly pay to the said society their proportionate contribution towards

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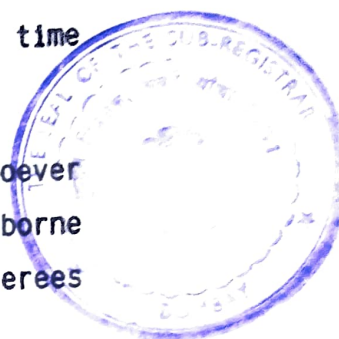
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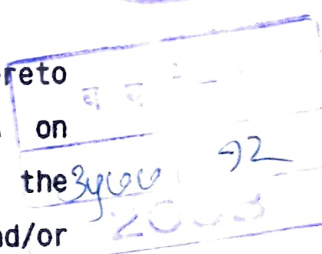
municipal taxes, maintenance and other charges and outgoings including electricity charges payable in respect of the said Flat notwithstanding the fact that bills for maintenance charges rendered by said society and electricity bills may be in the name of the Transferor. The Transferees will ensure that the electricity meter is transferred to their name.

ii. that the Transferees shall observe and perform and abide with all the rules and regulations and bye-laws of the said society which may be in force from time to time.

7. That the Transfer charges under whatsoever name, payable to the Society shall be borne and paid by the Transferor and Transferees in equal proportion.



8. It is agreed by and between the parties hereto that stamp duty and registration charges on this transfer shall be borne and paid by the Transferees alone and the Transferor and/or Confirming Party shall not be responsible and/or liable for the same in any manner whatsoever.



9. The deposits standing to the credit of the Transferor in the books of said society including sinking fund contribution, etc. shall stand transferred to the credit of the

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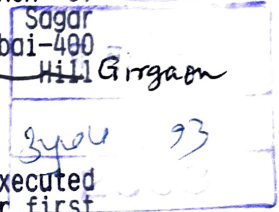
Transferees and that the Transferor and/or confirming Party shall not claim any refund or compensation for the same.

10. Any and all dispute arising out of this indenture shall be subject to Mumbai Jurisdiction only.
11. The Transferors and Transferees are assessed to Income Tax as follows:

SHRI NAINESH PRAVINCHAND SHROFF -AFXPS9626L
SMT. PRAVINA PRAVINCHAND SHROFF -AMXPS1743H
M/S. SUMMIT JEWELLERY AAGFS6691Q

SCHEDULE REFERRED TO HEREINABOVE

Flat No. 604 measuring about 1580 sq.ft. Carpet Area (which includes 80 sq.ft. area of adjacent Flat No. 605, which was added to the Kitchen of Flat No. 604) on the 6th floor of Sukh Sagar Building situated at N.S. Patkar Marg, Mumbai-400 007 bearing C.S. No. 1518 of Malabar Hill Girgaon Cumballa Hill Division, D-Ward, Mumbai.



IN WITNESS WHEREOF the parties hereto have executed these presents at Mumbai the day and the year first hereinabove written.

SIGNED AND DELIVERED by the withinnamed -Transferor SHRI NAINESH P. SHROFF in the presence of..... *N.P.S. X* *Nishu Shy*

SIGNED AND DELIVERED by the withinnamed "CONFIRMING PARTY" SMT. PRAVINA P. SHROFF in the presence of..... *P.P.S. X* *Pravina P. Shroff*

SIGNED AND DELIVERED by withinnamed -TRANSFEREES M/S. SUMMIT JEWELLERS through its Partner in the presence of..... *Kamlesh Jivankar*

RECEIPT

RECEIVED the day and the year first hereinabove written from the withinnamed Transferees a sum of Rs. 1,05,00,000/- (Rupees One Crore five lacs only) being full consideration for sale, received as follows:

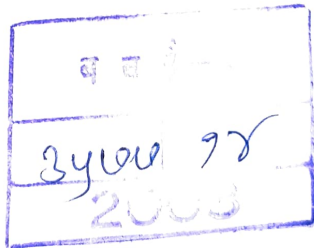
CHEQUE/ PAY ORDER NO.	DATED	AMOUNT	DRAWN ON/ ISSUED BY
<u>013484</u>	<u>7-3-03</u>	<u>7,35,000/-</u>	<u>Corporation Bank, Overseas Branch, N. Link - Mumbai</u>
<u>060096</u>	<u>20-5-03</u>	<u>97,65,000/-</u>	<u>- do -</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

We say received,

x *Nainesh P. Shroff*

(NAINESH P. SHROFF)

Mumbai.
Date: 20.5.2003



SHARE CERTIFICATE

Sukh-Sagar Premises Co-operative Society Ltd.

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

Authorised share Capital Rs. 200,000/- divided into 4000/- shares of Rs. 50 each.

This is to Certify that Sibi Parimchand Parimchand chit

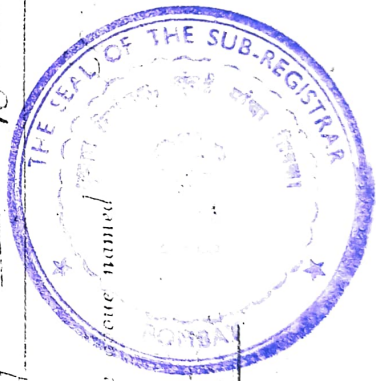
is the Registered Holder of five fully paid-up Shares

Numbered 16 to 20 inclusive, of Rs. 50/-

each in the name named subject to the By-laws thereof.

Rs. 250/- Given under the Common Seal of the said

this 14th day of February 1966



Subray Singh M. P. Kelkar

Hon. Secretary

Chairman

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दस्त गोषवारा भाग-1

दुय्यम निबंधकः

मुंबई शहर 1 (फोर्ट)

20/05/2003

3:57:48 pm

दस्त क्रमांक : 3577/2003

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

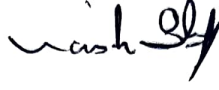
अंगठ्याचा ठसा

1 नाव: नैनेशा प्रविणचंद श्रॉफ
 पत्ता: घर/फ्लॅट नं: 604
 गल्ली/रस्ता: एन एस पाटकर मार्ग
 ईमारतीचे नाव: सुख सागर बि
 ईमारत नं: .
 पेट/वसाहत: .
 शहर/गाव: मुंबई
 तालुका: .
 पिन: 7

लिहून देणार

वय 52

सही




2 नाव: मेसर्स समित ज्वेलर्स चे भागिदार म्हणुन
 कमलेश . जव्हेरी
 पत्ता: घर/फ्लॅट नं: 21
 गल्ली/रस्ता: टाटा रोड नं 2
 ईमारतीचे नाव: ऑपेरा हाऊस
 ईमारत नं: .
 पेट/वसाहत: .
 शहर/गाव: मुं

लिहून घेणार

वय 51

सही




3 नाव: प्रविणा पी श्रॉफ
 पत्ता: घर/फ्लॅट नं: 54 मणी भुवन
 गल्ली/रस्ता: एन एस पाटकर मार्ग
 ईमारतीचे नाव: .
 ईमारत नं: .
 पेट/वसाहत: .
 शहर/गाव: मुंबई
 तालुका: .
 पिन: 7

मान्यता देणार

वय 78

सही






दस्त गोषवारा भाग - 2

ववड1

दस्त क्रमांक (3577/2003)

दस्त क्र. [ववड1-3577-2003] चा गोषवारा
बाजार मुल्य : 8655520 मोबदला 10500000 भरलेले मुदांक शुल्क : 788750

दस्त हजर केल्याचा दिनांक : 20/05/2003 03:50 PM
निष्पादनाचा दिनांक : 20/05/2003
दस्त हजर करणा-याची सही :

Kamlesh Jiramlal

दस्ताचा प्रकार : 25) करारनामा
दस्त अनुच्छेद प्रकार: करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 20/05/2003 03:50 PM
शिकका क्र. 2 ची वेळ : (फी) 20/05/2003 03:56 PM
शिकका क्र. 3 ची वेळ : (कबुली) 20/05/2003 03:56 PM
शिकका क्र. 4 ची वेळ : (ओळख) 20/05/2003 03:57 PM

दस्त नोंद केल्याचा दिनांक : 20/05/2003 03:57 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) एन सी गांधी ,घर/फ्लॅट नं: 127
गल्ली/रस्ता: पंचरत्न ऑपेरा हाऊस
ईमारतीचे नाव: .
ईमारत नं: ..
पेट/वसाहत: .
शहर/गाव: मुंबई
तालुका: .
पिन: 4

Megawadi

2) मिलन. चौक्सी ,घर/फ्लॅट नं: 1002
गल्ली/रस्ता: पंचरत्न बि
ईमारतीचे नाव: ऑपेरा हाऊस
ईमारत नं: .
पेट/वसाहत: .
शहर/गाव: मुंबई
तालुका: .
पिन: 4

Chakro

दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)

पावती क्र.: 3619 दिनांक 20/05/2003
पावतीचे वर्णन
नांव: मेसर्स अभित जेटर्स चे भागिदार म्हणून
कमलेश जव्हेरी

30000 नोंदणी फी
360 नकल (अ. 11(1)), प्रटांकनाची नकल
(अ. 11(2)).
रुजवात (अ. 12) व स्थायचित्रण (अ. 13) ->
एकत्रित फी

30360: एकूण

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

प्रमाणित करणेत येते कीया
दस्तावेज पट्टण..... पाणे आहेव

सह हुकूम निबंधक
मुंबई शहर क्र. १



पुस्तक क्रमांक १
नोंदला.
तारीख: 20-5-03

अपनाची सुनावणी करण्याखेरीज
निय पावे सर्व अधिकार असलेला
सह हुकूम निबंधक
मुंबई शहर क्र. १.

4.09 scanning at
2019/03
2019-9-3400103
2019/03

SALE DEED

6/57

78000 = 57.

81900

176.14

14425866 - 40%

8655519

1,05,00,000

S.D. 788750

TRANSFEROR:
SHRI NAINESH P. SHROFF

CONFIRMING PARTY:
SMT. PRAVINA P. SHROFF

TRANSFEREES:
M/S. SUMIT JEWELLERY

DINESH GANDHI & ASSOCIATES
CHARTERED ACCOUNTANTS
127-PANCHRATNA,
OPERA HOUSE,
MUMBAI-400 004
