

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISIDCTION**

PETITION NO.1047 OF 2018

Petition for Letters of Administration for
the Property and Credits of AMOL VINAYAK
UKIDAVE, Indian, Married, Hindu,
Occupation : Service, who at the time of
his death was residing at 401, Sumati
Sadan, Prarthana Samaj Road, Vile Parle
(East), Mumbai 400 057.

... DECEASED

Anjali Amol Ukidave)
Of Mumbai, Aged about 43 years,)
Hindu, Indian Inhabitant, residing)
at 401, Sumati Sadan, Prarthana)
Samaj Road, Vile Parle (East),)
Mumbai 400 057, being the widow of)
the Deceased abovenamed.)

...PETITIONER

AND

ARYAN AMOL UKIDAVE

SANJIVANI VINAYAK UKIDAVE

...LEGAL HEIRS
OF DECEASED

CONSENT TERMS

1. The Petitioner abovenamed has prepared the abovementioned Testamentary Petition to obtain letters of Administration for property and credits of Late Amol Vinayak Ukidave.
2. The Petitioner and legal heirs have decided to settle the above Petition amicably and have execute these Consent Terms to record the terms of settlement.
3. Petitioner is widow of deceased, Sanjivani Vinayak Ukidave is mother and Aryan Amol Ukidave is son of deceased abovenamed. Same and except abovenamed legal heirs no other legal heirs to the deceased abovenamed.
4. The Deceased abovenamed have made investment in India as well as foreign countries.
5. Out of total Investment of deceased, Sanjivani Vinayak Ukidave, had received an amount of Rs.3,71,19,956/- from various insurance Policies, Bonds and Securities belonging to the deceased. Out of Rs.3,71,19,956/- Sanjivani Vinayak Ukidave had transfer Rs.1,00,61,022 to the Petitioner's account. The Petitioner had confirm receipts of the said amount from Sanjivani Vinayak Ukidave. The balance amount of Rs. 2,70,58,934/- is lying in the account of Sanjivani Vinayak Ukidave.
6. Out of total Investment of deceased, the Petitioner had receive an amount of Rs.1,65,07,280/- (including the amount of Rs.

1,00,61,022/- transferred by Sanjivani Vinayak Ukidave) from the various Insurance policies, Bonds and Securities belonging to the deceased abovenamed. The parties have agreed that the said amount will be retained by the Petitioner exclusively.

7. Out of total Investment of deceased, Aryan Amol Ukidave had receive an amount of Rs. 5,21,759/- from gratuity and leave encashment belonging to the deceased abovenamed. The parties have agreed that the said amount will be retained by Aryan Amol Ukidave exclusively.
8. Out of Rs.2,70,58,934/- Sanjivani Vinayak Ukidave had agreed and undertaken to handover Rs.45,58,934/- to Aryan Amol Ukidave upon execution of these consent term. The petitioner and Aryan Amol Ukidave have agreed and accept that the remaining amount of Rs.2,25,00,000/- shall be retained by Sanjivani Vinayak Ukidave exclusively as her fully and final share from the deceased property and credits. The Petitioner and Aryan Amol Ukidave shall not Claim, any Right, Interest in the said amount in future.
9. It is agreed between parties herein that Petitioner and Aryan Amol Ukidave shall be absolutely entitled to receive all amount from remaining investment/properties i.e. securities, Bank Accounts Mutual fund investment, equity shares Investcorp, Standard Chartered Securities share trading IDBI SB Account, Bank of India

SB Account and other investment of the deceased. Sanjivani Vinayak Ukidave shall not have any right, claim and interest in the said amount. Sanjivani Vinayak Ukidave further agreed and undertakes to sign all the necessary documents, letters, applications, affidavits, undertakings as and when required before the concerned authorities to release/ transfer the amount receivable in favour of Petitioner and Aryan Amol Ukidave from the investment of the Deceased abovenamed.

10. The deceased during his lifetime had taken education insurance policies in the name of his son Aryan Amol Ukidave and appointed Sanjivani Vinayak Ukidave as guardian of the said policies. Sanjivani Vinayak Ukidave is joint beneficiary alongwith Aryan Amol Ukidave of Educational insurance policies bearing No.400031173 to 400031177 which are due and payable alongwith all accruals to Aryan Amol Ukidave from December 2022 to December 2026. Sanjivani Vinayak Ukidave agreed and confirm to execute all necessary documents, forms, letters, applications, Affidavits declaration and any other necessary documents to relinquish her rights, interest in respect of the proceeds of the said educational insurance policies in favour of Aryan Amol Ukidave and Sanjivani Vinayak Ukidave shall not have claim any right interest in the said amount in future.

11. The Petitioner and Aryan Amol Ukidave shall be entitled to all securities, Bank Accounts Mutual fund investment, equity shares and other investment of the deceased. Sanjivani Vinayak Ukidave or any person's through her shall not claim any of the aforesaid amounts. Sanjivani Vinayak Ukidave shall undertake to sign all the documents, letters applications, affidavits, declaration required to transfer all the abovementioned securities and investment in favour of Petitioner and Aryan Amol Ukidave without any further consideration.
12. Petitioner and Aryan Amol Ukidave agree and confirms that the transfer of Flat No. 103, Sanniwas Co-op Housing Society limited, Prathana Samaj Road, Vile Parle east Mumbai – 400 057 by deceased Mr. Amol Vinayal Ukidave vide his Affidavit dated 3rd December 2011 is absolutely legal valid, subsisting and binding on all the parties mentioned herein. Petitioner and Aryan Amol Ukidave further agree and confirm that transfer of said flat by Sanjivani Vinayak Ukidave to her sons namely Ashutosh Vinayak Ukidave and Dipak Vinayak Ukidave by way of Registered Gift Deed bearing No. BDR-1/13248/2017 dated 17th November 2017 is absolutely legal, valid, subsisting and binding on all the parties mentioned herein. Petitioner and Aryan Amol Ukidave further agree and confirms that Ashutosh Vinayak Ukidave and Dipak Vinayak Ukidave are absolute owners of the said Flat. It is further

SL
S.V.-D
AAU
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A

agreed that the Petitioner and Aryan Amol Ukidave in future shall not claim, right, title and interest and or not raise any dispute or claim in respect of ownership of the said Flat. The Petitioner and Aryan Amol Ukidave hereby undertake to issue letter to Sanniwas Co-op Housing Society Ltd., to unconditionally withdraw letter dated 7th July 2020 and Notice dated 19th April 2021 issued by Advocate Nitin Vadke.

13. Petitioner and Aryan Amol Ukidave agree and confirm that the Registered Release Deed bearing No. BDR-4/7419/2013 dated 18th October 2013 executed by Late Amol Ukidave in favour of

S.V.V. Deepak Vinayak Ukidave releasing his share in Flat No.206,

Andheri
AN
Amol Ukidave
CV
Omkareshwar Co-op. Housing Society Limited is absolutely legal valid subsisting and binding on them. The Petitioner and Aryan Amol Ukidave being the legal heirs of deceased do not have any right title interest in the said Flat. The Petitioner and Aryan Amol Ukidave in future shall not claim any right, title and interest and/or raise any dispute or claim in respect of ownership of the

S.V.V. said Flat. The Petitioner hereby undertakes to issue letter to

Andheri
AN
Amol Ukidave
CV
Omkareshwar Co-op. Housing Society Limited to unconditionally withdraw letter dated 12th July 2020 and Notice dated 19th April 2021 issued by Advocate Nitin Vadke.

14. Sanjivani Vinayak Ukidave had executed Registered Gift Deed bearing No. BDR-1-12986/2017 dated 20th November 2017 and

gifted her 66.66% share in Flat 401, Sumati Sadan Co-op Housing Society Limited, Prathana Samaj Road, Vile Parle East, Mumbai 400 057 to Petitioner and Aryan Amol Ukidave. Sanjivani Vinayak Ukidave hereby declares that the said Gift Deed dated 20th November 2017 is legal, valid, subsisting and binding on all the parties mentioned herein. Sanjivani Vinayak Ukidave agree and confirm that the Petitioner and Aryan Amol Ukidave are absolute owners of the said Flat. In future Sanjivani Vinayak Ukidave or any person/s through her shall not claim any right, title, interest and/ or raise any dispute or claim in respect of ownership of the said Flat. Sanjivani Vinayak Ukidave hereby undertakes to issue letter to Sumati Sadan Co-op Housing Society Limited to unconditionally withdraw the said letter.

15. Sanjivani Vinayak Ukidave had issued a letter dated 3rd August 2022 to Madhu Madhura Co-op Housing Society Ltd., in respect of Flat No. 102, A Wing Madhu Madhura CHS Ltd., Prathana Samaj, Vile Parle (East), Mumbai 400 057. Sanjivani Vinayak Ukidave hereby undertakes to issue a letter to Madhu Madhura Co-op Housing Society Ltd., to unconditionally withdrawal letter dated 3rd August 2022.

16. Sanjivani Vinayak Ukidave had filed a criminal complaint No.TR No.16/B/2021 dated 23rd February 2021 against Petitioner, her mother Pratibha Soman and uncle Mukund Vaidya at Vile Parle

Police Station Mumbai. Sanjivani Vinayak Ukidave immediately upon signing of these consent terms shall unconditionally withdraw the said complaint.

17. The Petitioner and Aryan Amol Ukidave shall be entitled to open Bank Locker No. 353 of deceased lying in C.K.P. Co-operative Bank Ltd., Vile Parle (East) Branch, Vile Parle (East), Mumbai 400 057. Sanjivani Vinayak Ukidave hereby agree and undertake to issue letter to The Manager, C.K.P. Co-operative Bank Ltd., Vile Parle (East) Branch, Vile Parle (East), Mumbai 400 057 to unconditionally withdraw the said letter upon signing of these Consent Terms. Sanjivani Vinayak Ukidave or any person's through her shall not claim any right, interest in the said Locker and undertakes to sign necessary documents, letters applications, affidavits, declaration in favour of Bank to open the said locker in favour of Petitioner and Aryan Amol Ukidave without any further consideration.

18. Sanjivani Vinayak Ukidave hereby undertakes to unconditionally withdraw Notices dated 20th August 2020, 20th May 2021, 7th March 2022 and 3rd August 2022 issued by Advocate Shrirang Bal. Sanjivani Vinayak Ukidave hereby further undertakes to unconditionally withdraw Notice dated 20th May 2021 issued by Advocate Sushant Dhananjay Chavan.

SC
S.V.V.

18A) Aryan Amol Ukidave unconditionally withdraws notices dated 9th March 2020, 12th April 2022 & 19th April 2022.

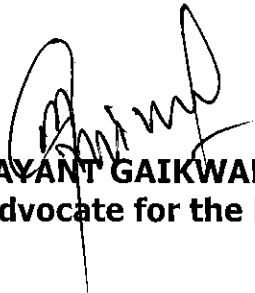
SC/ ~~AAW~~ ~~Aryan~~ She further withdraws her letter dated 9th Sept 2020 & 29th Sept 2020 as unworkable. 9
S.V.V.

19. The Petitioner and Aryan Amol Ukidave hereby agrees and confirms that in order to avoid any further dispute between the parties and/or legal heirs of the Deceased, the Petitioner and Aryan Amol Ukidave waive and/or releases their rights, title and interest if any, over the entire properties including moveable and immovable properties of late Mr. Vinayak Ukidave and Sanjivani Vinayak Ukidave for past, present and future.
20. Similarly Sanjivani Vinayak Ukidave hereby agrees and confirms that in order to avoid any further dispute between the parties and/or legal heirs of the Deceased, Sanjivani Vinayak Ukidave or any other person acting on her behalf shall not claim any rights, title and interest if any, over the entire properties including moveable and immovable properties of Petitioner and Aryan Amol Ukidave for past, present and future.
21. The Parties to this Petition are signing these consent terms on their own free will and without any force, coercion or undue influence, or pressure.
22. There is no collusion or connivance between the Parties to this Petition.
23. There is no fraud, force or undue influence exercised by either against anybody in presenting these Consent Terms.

24. There is no other petition pending in any court of law with respect to subject matter of this Petition.

25. Upon signing of these Consent Terms the share of Sanjivani Vinayak Ukidave, mother of the Deceased is fully satisfied and she has no objection to issue Grant to the Petitioner in the above matter

Mumbai dated this th 24 day of January 2024


JAYANT GAIKWAD
Advocate for the Petitioner

Anjali Amol Ukidave
ANJALI AMOL UKIDAVE
PETITIONER

Aryan Amol Ukidave
ARYAN AMOL UKIDAVE
SON OF DECEASED


SUSHANT CHAVAN
~~SHRIRANG BAL~~
Advocate for Sanjivani Vinayak Ukidave

S.V. Ukidave
SANJIVANI VINAYAK UKIDAVE
MOTHER OF DECEASED

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...DECEASED

Anjali Amol Ukidave

...Petitioner

AND

Aryan Amol Ukidave

Sanjivani Vinayak Ukidave

...Legal Heirs of
Deceased

CONSENT TERMS

Rajkot Dated this 24th day of January 2024

JAYANT GAIKWAD

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