

74/23744

Wednesday, September 27, 2023
3:33 PM

पावती

Original/Duplicate

नोंदणी क्र. : 197
Regn : 39M

पावती क्र. : 26787 दिनांक : 27/09/2023

गवाचे नाव: पाचपाखाडी

उस्ताऐवजाचा अनुक्रमांक: टनन2-23744-2023

उस्ताऐवजाचा प्रकार : फॅमिली अरिजमेंट

सादर करणाऱ्याचे नाव: अजय प्रताप आशर

नोंदणी फी

रु. 30000.00

दस्त हान करणी फी

रु. 2000.00

पुष्ठाची संख्या: 100

एकूण

रु. 32000.00

आपणास मूळ दस्त, धबनेल प्रिंट, सूची-२ अंदाजे
३:५३ PM ह्या वेळेस मिळेल



Joint Sub Registrar Thane 2

बाजार मूल्य: रु.603943000/-

मोबदल रु.531129000/-

भरतेले गुद्रांज शुल्क - रु' 42276100/-

1। देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी धनादेशाचे ऑर्डर क्रमांक: D923275714454 दिनांक: 27/09/2023

बँकेचे नाव व पत्ता.

2। देयकाचा प्रकार: eChallan रकम: रु 20000/-

डीडी धनादेशाचे ऑर्डर क्रमांक: MH0086880202023324E दिनांक: 27/09/2023

बँकेचे नाव व पत्ता.


मूळ दस्त मिळाला

74/23744

इतर पावती

Original/Duplicate

Thursday, 12 October 2023 12:02 PM

नोदणी क्र. 39म

Regn.:39M

पावती क्र.: 27660 दिनांक 12/10/2023

गावाचे नाव: -सांचपाखाडी

दस्तावेजाचा अनुक्रमांक: एन2-23744-2023

दस्तावेजाचा प्रकार: पेंसिली अरेजमेंट

सादर करणाऱ्याचे नाव: अजय प्रताप शिंदे

वर्णन

उत्त हस्ताळणी फी

रु. 240 (0)

पृष्ठांची संख्या: 12

एकूण:

रु. 240.00

Joint Sub Registrar Thane 2

सह दुष्यंत निबंधक वर्ग - २

कक्ष क्र. २

1); देवळाचा प्रकार: DHC रकम: रु.240/-

डॉक्युमेंटेशनचे अर्थी क्रमांक: 1023129403161 दिनांक: 12/10/2023

वकिलचे नाव व पत्ता.



12.10.2023

सूची क्र.2

કુળાદ નિરંજન - પાઠ દુ.નિ.ઠાણે ૨

तस्तु कमांक : 23/44/2123

• **အဲဒါ :**

Радно Е.З.М.

गाथाये नातः पांक्तपाखाडी

(1) विदेशी नागर	विमर्श अधिकारी:
(2) माचदल	53112906
(3) वास्तविकता (प्रत्यक्षता), वास्तविकता, वास्तविकता वास्तविकता को नैतिक प्रदर्शन के लक्षण बताते;	603543000
(4) वृत्तान्त, प्रतिष्ठा व चरित्रात्मक व्यवस्था।	1) आदि के वे-नामः 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 14

तुभ्य कथासंक्षेपं विनाः तं भूतलेऽप्यरीतः॥

गङ्गाक शक्ति आकाशना निवृत्तेता उ नन्देद -

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it



सह जिल्हा निबंधक कार्यालयातील सहाय्यक नगर रचनाकार यांनी करावयाच्या मूल्यांकन
अहवाल प्रपत्राचा नमुना

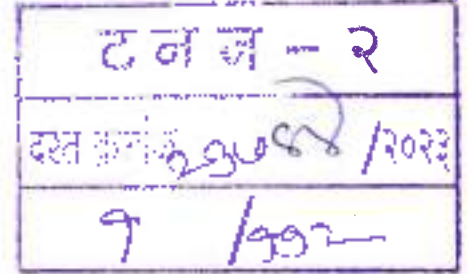
प्रकरण क्र. ADJ/ /२०२३

दिनांक :- /०९/२०२३

विषय :- मूल्यांकन अहवाल

गौजे-गवपाखाडी, ता. जि. ठाणे येथील मज. ४२२/२पार्ट, ४२२/२पार्ट, ४२५/२पार्ट, ४२६पार्ट, ४८४पार्ट, ४२३/२, ४२५/२पार्ट, ४८०/१, १पार्ट, ४०६पार्ट, ४४०/२पार्ट एकूण क्षेत्र ३५०१९ १० चौ.मी.

- | | |
|--------------------------------------|--|
| १) प्रथम पक्षिय | :- श्रीमती कमलिनी धर्माज्ञ अडार व इतर २ |
| २) दुसरे पक्षिय | :- श्रीमती रिमला संकज पटेल व इतर १ |
| ३) तिसरे पक्षिय | :- श्रीमती मिनल राधोर म्ना व इतर १ |
| ४) चौथे पक्षिय | :- श्री अजय प्रतापसिंग अडार व इतर १ |
| ५) दुय्यम निबंधक कार्यक्षेत्राचे नाव | :- ठाणे मनचा क्षेत्र |
| ६) दस्ताचा प्रकार | :- Family Arrangement Agreement cum Deed of Conveyance |
| ७) दस्त निष्पादित आहे/नाही | :- अनिष्पादित |
| अमल्यास निष्पादकाला दिनांक | :- सन २०२३-२४ |
| ८) मिळकतीचा प्रकार | :- विनशेती जमिनी |
| ९) दस्त मिळकतीचे वर्ग | :- अगील नमुद प्रमाणे |
| १०) मोबदला | :- नमुद नाही. |



- ११) सन २०२३-२४ चे वाजारमूल्य दर -- मूल्यदर विभाग ५/१६/जे-एव, (पान क्र ३५) खुली जमीन दर न. ४६०००/- फॉन नॉनी, मदनिका दर रु. १०२८००/- फॉन नॉनी (म ३) सचिव, महाराष्ट्र शासन, महसूल व वन विभाग, मुद्रई यांचे कडील पत्र क्र. मुद्रांक -२०२३/प्र.क्र ३०३/म-१(धांगण) दि. ३१/०३/२०२३ मध्ये वर्ष २०२३-२४ चे वार्षिक दर विवरणपत्र कोणताही बदल न करता, वर्ष २०२३-२४ मध्ये चालू ठेवण्यात यावे असे नमुद आहे.)

दस्तगशीले नमुद न्यू गिनी शेंडयूल क्र. २ मधील नमुद एकूण जमिन क्षेत्र ३५०१९.१० चौ.मी. पैकी ३० टक्के म्हणजेच १०५०३.३५ चौ.मी. इतके क्षेत्र हस्तांतरित होत आहे

मगच मोबदला रु.लील प्रमाणे पंजीगित होत आहे



अ) मोबदला :-

१) श्रीमती कमलिनी धर्मराज अशर यांना १२००० ची फुट कारपेट देऊ इतके बांधकाम देण्याचे श्री. अजय प्रतापसिंग अशर यांनी कमलिनी, शिवाजी आणि किन्तु यांचे संततीने मान्य केले आहे.

$$= (१२००० \times ११.०१) / १०.७६ \times १०१.८०० \times १.०५$$
$$= रु. १३,११,२९,०००/-$$

२) श्रीमती शिवाजी संकल पटेल व श्रीमती मिनेल रमोरा सता यांना

रोख रक्कम रु. ४०,००,००,०००/-

$$\text{एकूण (१ + २)} = १३,११,२९,००० + ४०,००,००,०००$$
$$= रु. ५३,११,२९,०००/-$$

ब) जागेचे मूल्यांकन

$$= १०५०३.३५ \times ४६००० \times १.२५$$
$$= रु. ६०,३९,४३,०००/-$$

सर्व अ व व पैकी जास्तीचे मूल्य रु. ६०,३९,४३,०००/- मूल्यांकन न्हणूर विचारात घेणेत आले आहे.

ठाणे

दिनांक :- १०/१२/२०२३

रचना सहायक

(Signature)

सह मुख्य निबंधक वर्ग - २

ठाणे क्र. २

ट न न - २
दस्त क्रमांक २२२०६० / २०२३
२ / २०२३





CHALLAN
MTR Form Number-6



GRN	MH00B688020202324H	BARCODE	[Barcode]		Date	27/09/2023-14:10:26	Form ID	25.1
Department		Inspector General Of Registration		Payer Details				
Stamp Duty		TAX ID / TAN (If Any)		[Stamp Duty]				
Type of Payment		Registration Fee		PAN No.(If Applicable)		AUBPA3939J		
Office Name		THANE 2 JOINT SUB REGISTRAR		Full Name		Ajay Pratap Ashar		
Location		THANE		Flat/Block No.		412/2 PT, 422/2PT, 425/2 PT 43E PT 46d PT.		
Year		2023-2024 One Time		Premises/Building		42302, 425/2PT, 440/1 PT, 428 PT, 440/1/PT		
Account Head Details		Amount In Rs.		Road/Street		Pachpakhadi		
0030146401 Stamp Duty		42276100.00		Area/Locality		Thane		
0030063301 Registration Fee		30000.00		Town/City/District		Thane		
				PIN		4 0 0 6 0 4		
				Remarks (If Any)				
				PAN2=AADPA6661N-SecondPartyName=Mrs Kamlini Charmraj				
				Ashar-CA=531129000-Markesval=603943000				
				Amount In				
				Words				
Total		4,23,66,100.00		Four Crore Twenty Three Lakh Six Thousand One Hundred Rupees Only				
Payment Details		INDIAN OVERSEAS BANK		FOR USE IN RECEIVING BANK				
Cheque/DD Details		Bank CIN		Ref No.		32703452023092750197		2023092707316171
Cheque/DD No.		Bank Date		RBI Date		27/09/2023-14:12:55		Not Verified with RBI
Name of Bank		Bank Branch		INDIAN OVERSEAS BANK				
Name of Branch		Scroll No. Date		Not Verified with Scroll				

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चालन केवल मुख्य निबंधक कार्यालय नोदणी कार्यालय दस्तावेजी लागू आहे. नोदणी न करवयायला दस्तावेजी समर नोदणी द्यावी नाही.

Samlis & Patil

Kamlini D. Ashar

Manual Sub

टन न - २
दस्तावेज क्रमांक २७७४१/२०२३
६/११/२२

KDA XKA SM MGS

This Family Arrangement Agreement cum
Deed of Conveyance ("Agreement" / "Deed") made at Thane, this
27th day of September, in the year Two Thousand and Twenty-
Three ("Execution Date");

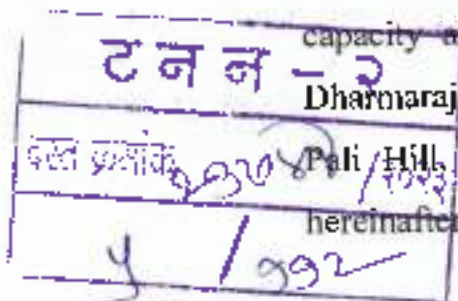
Between

1. A. Mrs. Kamlini Dharamraj Ashar, Indian Inhabitant, in her individual capacity and in her capacity as the widow and heir of late Mr. Dharmaraj Ashar, residing at 601, Parishram Apartments 5th Floor Pali Hill, Nargis Dutt Road, Bandra West, Mumbai 400050, hereinafter referred to as "Kamlini";

M.A. KDA XKA SM MGS KDA



B. Mr. Ritin Dharamraj Ashar, Indian Inhabitant, in his individual capacity and in his capacity as the son and heir of late Mr. Dharmaraj Ashar, residing at 601, Parishram Apartments 5th Floor Pali Hill, Nargis Dutt Road, Bandra West, Mumbai 400050, hereinafter referred to as "Ritin";



C. Mrs. Kintu Kishor Bajaj, Indian Inhabitant, in her individual capacity and in her capacity as the daughter and heir of late Mr. Dharmaraj Ashar, residing at Kubelisque, Pali Hill Road, Nargis Dutt Road, Union Park Road No.1 Bandra West, Mumbai 400050, hereinafter referred to as "Kintu";

(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors and administrators) of the First Part,

AND

2. Mrs. Smita Pankaj Patel, Indian Inhabitant, in her individual capacity and in her capacity as the daughter and heir of late Mr. Shantilal Ashar, residing at Ashar Kutir, 17, Tagore Road, Santacruz West Mumbai 400054, hereinafter referred to as "Smita"; (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors and administrators) of the Second Part,

AND

Mrs. Minal Sameer Sata, Indian Inhabitant, in her individual capacity and in her capacity as the daughter and heir of late Mr. Shantilal Ashar, residing at Shri Niketan, 61- B, Flat No.11, 2nd Floor, Near Arya Samaj Hall, North Avenue, Santacruz (West),



m.A

KDA

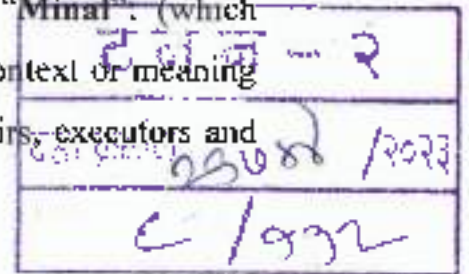
322

SM

MS

KCS

Mumbai 400 054, hereinafter referred to as "Minal": (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors and administrators) of the **Third Part**,



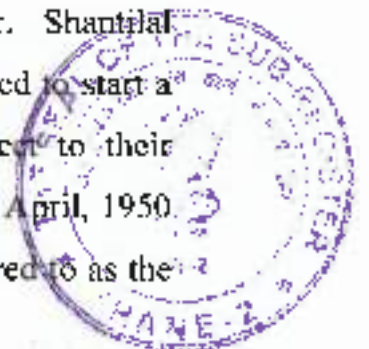
AND

4. A. **Mr. Ajay Pratap Ashar**, Indian Inhabitant, in his individual capacity and in his capacity as the son and heir of late Mr. Pratap Ashar, residing at Ashar Villa, opposite Mavis Gymnasium, Shree Nagar, Wagle Estate, Thane West 400604, hereinafter referred to as "**Ajay**";
- B. **Mrs. Meera Himanshu Ashar**, Indian Inhabitant, in her individual capacity and in her capacity as the daughter and heir of late Mr. Pratap Ashar, at present at Ashar Villa opposite Mavis Gymnasium, Shree Nagar, Wagle Estate, Thane West 400604, hereinafter referred to as "**Meera**";
- (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors and administrators) of the **Fourth Part**:

Kamlini, Ritin, Kintu, Smita, Minal, Ajay and Meera, are hereinafter, wherever the context may so require, individually referred to as "**Party**", and collectively referred to as "**Parties**".

Whereas:

- A. The Parties hereto jointly and severally record, declare and confirm as under:
- (i) One Dharmaraj Ranchoddas Ashar and one Mr. Shantilal Jannadas Ashar were first cousin brothers and intended to start a family business jointly in partnership. To give effect to their aforesaid intention, by a Deed of Partnership dated 1st April, 1950, made between Shantilal Jannadas Ashar therein referred to as the



f m.A

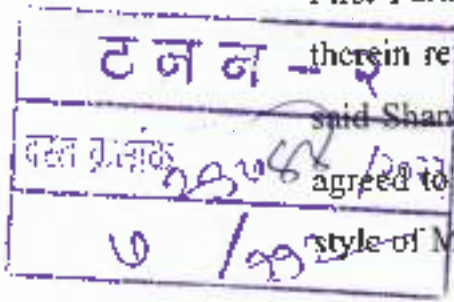
S.P.A

[Signature]

sel mss.

[Signature]

First Partner of the First Part and Dharmaraj Ranchoddas Ashar therein referred to as the Second Partner of the Second Part, the said Shantilal Jamnadas Ashar and Dharmaraj Ranchoddas Ashar agreed to carry out business in partnership in the firm, name and style of Messrs. Great India Net Industry;



- (ii) The said Shantilal Jamnadas Ashar and Dharmaraj Ranchoddas Ashar intended to acquire properties and assets for the benefit of the aforesaid partnership business and due to certain technical difficulties prevailing at that point in time, they mutually agreed to purchase the lands in the name of one of the partners i.e., Dharmaraj Ranchoddas Ashar with the clear and unambiguous intent that the said lands would belong to the partnership firm and would be utilised for the benefit of the partnership firm;
- (iii) Accordingly, by an Indenture dated 08th April, 1950 made between Govind Shaligram and others therein referred to as Vendors of the One Part And Dharmaraj Ranchoddas Ashar therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No.228 of 1950, the said Govind Shaligram and others granted, conveyed, sold and transferred the lands all situate at Village Paanchpakhdi, Thane, Maharashtra- 400 602 in favour of Dharmaraj Ranchoddas Ashar at or for the consideration therein contained as under:-

All those pieces or parcels of lands situate at village Pachapakhadi Taluka Thane District Thana within the jurisdiction of the Sub-registrar of Thana Registration District of Thana and bearing the following description in the Record of Right of the Village:



KDA

30A

m.A

SPF

MSF

10A

S. No	Hissa No.	Area A.G	Kharaba A.G	Assessment.
412	2	5-15	0-3	12-7-0
422	2	1-11	0-9	2-1-0
423	2	0-4	0-0	0-3-0
425	2	0-39	0-4	2-0-0
426	-	2-25 ¼	0-16	29-5-0
428	1 B	0-6	0-0	2-0-0
440	1	2-31	0-17	5-4-0
443	1	1-12	0-2½	10-14-0
"	3	0-1	0-½	0-1-0
"	4	0-0	0-¾	-
484	-	1-27¼	0-4¼	12-1-0
423	3	0-5	-	0-3-0
	Total Area	16-17¼	1-16 ¼	
		Acres 17	Gunthas 34	

- (iv) The aforesaid lands admeasuring in the aggregate 17 Acres 34 Guntha equivalent to 86.394 sq.yards or thereabouts equivalent to 72,236.615 sq.meters. or thereabouts is more particularly described in the First Schedule hereunder written and is hereinafter referred to as "the Larger Land"; the said Larger



Handwritten signatures and initials:
 Top left: *KDA*
 Top right: *KDA*
 Middle left: *M.A.*
 Bottom left: *SPI*
 Bottom center: *MSS.*
 Bottom right: *KU*

ट न न - २

Land is delineated in Black colour boundary line on the plan annexed hereto and marked as Annexure 1.

Since the Larger Land was purchased in the name of Dharmaraj Ranchoddas Ashar but since the same was clearly acquired for the benefit and on behalf of the partnership firm, the partners of the firm namely Dharmaraj Ranchoddas Ashar and Shantilal Jamnadas Ashar, executed an Affidavit dated 02nd February, 1967 whereby they clearly recorded that the Larger Land alongwith the office building and the factory standing therein alongwith the plant and machinery installed therein belonged to the said partnership firm of Messrs. Great India Net Industry and that the firm is the owner thereof;

- (vi) By an Indenture of Lease dated 27th October, 1970 made between Dharmaraj Ranchoddas Ashar in his capacity as a partner of Messrs. Great India Net Industry therein called the Lessor of the One Part, and Messrs. Bhartiya Foundry, through its Partner Shantilal Jamnadas Ashar, therein called the Lessee of the Other Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No. 5193 of 1970, the said Dharmaraj Ranchoddas Ashar (in his capacity as a partner of Messrs. Great India Net Industry) demised lands bearing Survey No.426 part and 440/1 part admeasuring in the aggregate 16,600 sq. yards or thereabouts equivalent to 13,880 sq. meters or thereabouts in favour of Messrs. Bhartiya Foundry for a term of 98 years commencing from 1st November, 1970 at or for the lease rent and on the terms, covenants and stipulations to be paid, complied and performed by the said Messrs. Bhartiya Foundry as set out in the said Indenture of Lease;



KDA

200

8

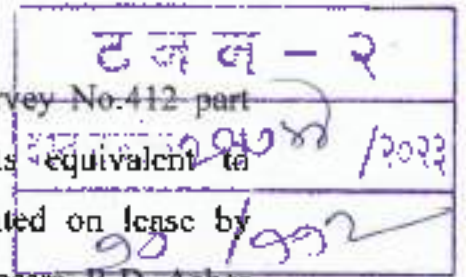
M.A

SAR

MSS

my

- (vii) In and around the same time, land bearing Survey No.412 part admeasuring 15,250 sq. yards or thereabouts equivalent to 12,549.05 sq. meters or thereabouts was granted on lease by Messrs. Great India Net Industry in favour of Messrs. R.D. Ashar Engineering Division;



- (viii) Around the year 1975, the said Dharmaraj Ranchoddas Ashar and Shantilal Jannadas Ashar decided to dissolve the partnership firm of Messrs. Great India Net Industry and decided to divide the properties and assets of the said firm between themselves;

- (ix) Accordingly, by a Deed of Dissolution dated 12th February, 1975 made between Dharmaraj Ranchoddas Ashar and Shantilal Jannadas Ashar, the said Dharmaraj Ranchoddas Ashar and Shantilal Jannadas Ashar dissolved the partnership firm of Messrs. Great India Net Industry with effect from 12th February, 1975. The said Deed of Dissolution inter-alia recording the following division of properties and assets between the partners:

- (a) The following moveable and immovable assets inter-alia came to the share of Shantilal Jannadas Ashar:

- (i) The business of manufacturing and selling wire netting, etc.
- (ii) Certain trading assets the firm;
- (iii) Factory office, Godown Shed along with land admeasuring 5000 sq. yards from and out of the Larger Land;
- (iv) Right to carry on business in the name of Great India Net Industry;
- (v) Etc.;

- (b) The following moveable and immovable assets came to the share of Dharmaraj Ranchoddas Ashar:



M.A. KDA RDA KDA MSS

(i) The business of manufacturing of barbed wires;

(ii) Certain trading assets the firm;

(iii) Wire Drawing Shed along with land admeasuring 7000 sq. yards from and out of the Larger Land;

(iv) Etc.;

(x) The said Deed of Dissolution dated 12th February, 1975 provided that the lands leased to Messrs. Bhartiya Foundry and Messrs. R.D. Ashar Engineering shall be valued and the difference shall be paid by one partner to the other, as the case may be;

(xi) Clause 9 of the aforesaid Deed of Dissolution provided that Dharmaraj Ranchoddas Ashar and Shantilal Jamnadas Ashar shall form a new partnership firm for development and future use and disposal of surplus land admeasuring 35000 sq. yards. or thereabouts;

(xii) On 22nd March, 1976, after carrying out a proper valuation of the properties and assets of the firm, the said Dharmaraj Ranchoddas Ashar and Shantilal Jamnadas Ashar executed a Supplemental Agreement whereby in place of developing the surplus area of 35,000 sq. yards as envisaged in Clause 9 of the aforesaid Deed of Partnership dated 12th February, 1975, they distributed the said surplus area of 35,000 sq. yards (referred to as 34,406 sq. yards in the Supplemental Agreement) between themselves in the manner following:

(a) Shantilal J. Ashar: 18,500 sq. yards. shown in green colour and marked with letters FFG on the plan annexed thereto

(b) Dharmaraj R. Ashar :15,906 sq. yards. shown in black colour and on the plan annexed thereto



KDA

28A

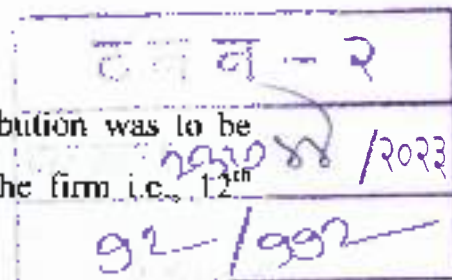
M.A.

SPP

M.S.

10/11/76

- (xiii) It was agreed that the effect of aforesaid distribution was to be given on and from the date of dissolution of the firm i.e., 12th February, 1975;



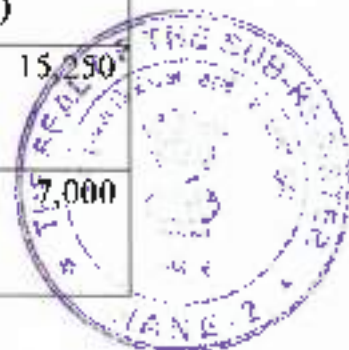
- (xiv) By virtue of the aforesaid, after carrying out a proper valuation of the properties and assets of the firm, the Larger Land as was then physically available with Messrs. Great India Net Industry was ultimately divided and distributed in the following manner:

A. Lands that came to the share of Shantilal Jamnadas Ashar as the absolute owner in respect thereof "SJA Lands":

Sr.No.	Particulars	Area (in sq.yards)
1.	Area leased to Messrs. Bhartiya Foundry	16,600
2.	Area as per the Deed of Dissolution dated 12 th February, 1975	5,000
3.	Area as per the Supplemental Agreement dated 22 nd March, 1975	18,500
		40,100

B. Lands that came to the share of Dharmaraj R. Ashar as the absolute owner in respect thereof "DRA Lands":

Sr.No.	Particulars	Area (in sq.yards)
1.	Area leased to Messrs. R.D. Ashar Engineering	15,250
2.	Area as per the Deed of Dissolution dated 12 th February,	7,000



Handwritten notes and signatures at the bottom of the page. On the left, 'M.A.' is written. In the center, 'KDA' is written. On the right, 'KUD' is written. At the bottom center, 'SPP' and 'MSS' are written.

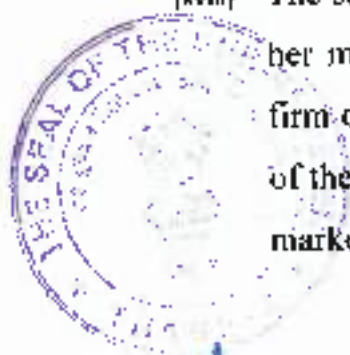
ट न न - २ वस्तु क्रमांक २३४४ / २०२३ १२ / ११	3.	1975	
	Area as per the Supplemental Agreement dated 22 nd March.	1975	15,906
	Total		38,156

(xv) A copy of the plan describing the distribution that took place under the Deed of Dissolution dated 12th February, 1975 read with the Supplemental Agreement dated 22nd March, 1976 is annexed hereto and marked as **Annexure 2**;

(xvi) By a Deed of Partnership dated 24th February, 1975 made between Shantilal Jamnadas Ashar, Pratap Jamnadas Ashar and Bharati Vijay Ashar, the said Shantilal Jamnadas Ashar, Pratap Jamnadas Ashar and Bharati Vijay Ashar agreed to carry out business in partnership in the firm, name and style of Messrs. Great India Net Industry. Since the said Shantilal Jamnadas Ashar had a right to carry out business in the same name of the earlier partnership, this new partnership firm was also constituted with the same name of Messrs. Great India Net Industry (hereinafter referred to as "New GINI" for the sake of convenience);

(xvii) The said Shantilal Jamnadas Ashar brought in the said SJA Lands in the said partnership firm of New GINI from time to time. The said SJA Lands shall hereinafter be referred to as "New GINI Lands";

(xviii) The said Bharati Vijay Ashar (known as Bharati Vyas pursuant to her marriage to Dharmendra Vyas) retired from the partnership firm of New GINI with effect from 30th November, 1979. A copy of the ROF extract recording her retirement is annexed hereto and marked as **Annexure 3**;



4

m.A

Ko A

22

SEP

MS

10/11

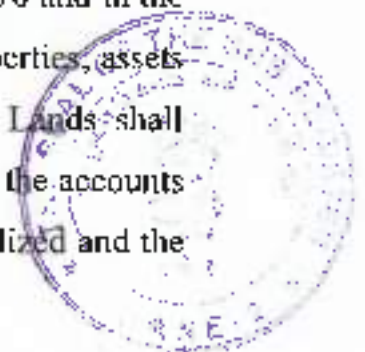
(xix) Pursuant to the retirement of the said Bharati Vijay Ashar alias Bharati Vyas, the said Shantilal J. Ashar and the said Pratap J.

Ashar remained to be the only partners of the firm New GINI and they continued to carry out the business of the said firm;

(xx) As time passed by, Ajay Ashar (referred to as Ajay) in this Agreement, also assisted his father Pratap Ashar and worked with him hand in hand to take care of the business of the firm and properties and assets of the firm;

(xxi) At the time when the said partnership firm was formed, the Deed of Partnership dated 24th February, 1975 provided a clause that in the event of dissolution of the partnership, accounts shall be made up and after distribution of surplus amongst the partners, the remaining properties shall revert to Shantilal J. Ashar;

(xxii) By a Deed of Partnership dated 9th November, 1993 made between Shantilal Jammadas Ashar and Pratap Jammadas Ashar, the said Shantilal Jammadas Ashar and Pratap Jammadas Ashar agreed to continue to carry out the business of the firm Messrs. Great India Net Industry and agreed that their share in the partnership shall be in the ratio of 30:70 i.e., 30% to Shantilal Ashar and 70% to Pratap Ashar. The said Deed of Partnership further provided that all the properties and assets i.e the land more particularly described in Second Schedule hereunder written being the only asset of the firm and business of the firm shall belong to Shantilal J. Ashar and Pratap Ashar in the ratio of 30:70 and in the event of death or retirement of either partner, the properties, assets and business of the firm including the New GINI Lands shall belong to the surviving / continuing partner subject to the accounts of the partnership firm being made up and being finalized and the



KDA

321

M.A.

SPP

M.S.

10/11

ट न व - २
 वसुधैव कुटुम्बकम्
 २१/१०/९२
 (xxiii)

rights of the heirs of the deceased partner in case of death or retired partner in case of retirement, as the case may be, being settled by the partner surviving / continuing partner;

With regards to the land that was granted on lease basis to Messrs. Bhartiya Foundry, the said Messrs. Bhartiya Foundry never took physical possession of the said land and did not use / utilise the said land. Further, breaches of several covenants, stipulations and undertakings under the Indenture of Lease including payment of rent, etc., were committed by Messrs. Bhartiya Foundry. Being frustrated by the situation and in order to protect the property of the firm New GINI, the said Indenture of Lease was terminated by way of a termination letter dated 9th October 1990 issued by Advocate R. D. Ovalkar at the instructions of his client New GINI acting through its partner Mr. Pratap Ashar. Subsequently, the name of Messrs. Bhartiya Foundry was deleted from the 7/12 extract as lessee;

(xiv) The said Shantilal Jamnadas Ashar died on 5th April, 1994 leaving behind his widow Taraben (since deceased) and his two daughters namely Minal Shantilal Ashar (known as Minal Sameer Sala after her marriage) and Smita Shantilal Ashar (known as Smita Pankaj Patel after her marriage) as his only heirs and legal representatives as per the law of succession that governed him at the time of his death;

(xv) Pursuant to the demise of Shantilal Jamnadas Ashar, the firm New GINI was not reconstituted and the heirs of late Shantilal Jamnadas Ashar did not opt to become a partners of the said Firm till date. Consequentially all the properties and assets of the said firm New GINI vested in the surviving partner of the firm namely Pratap Ashar;



Pratap A

Pratap A

Pratap A

M.A.

SPP

M.S.

Pratap A

ट न ज - २

दस्तावेज नं. २३०४४/२०२३

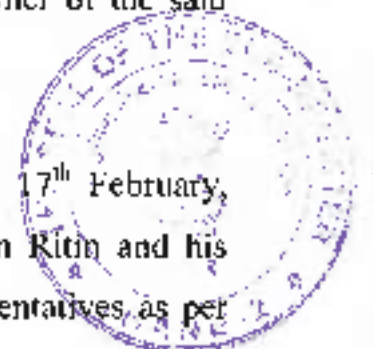
१६/१०/२०२३

(xxvi) The accounts of the firm were not finalised and hence there was a dispute between the heirs of Shantilal Jamnadas Ashar and Pratap Jamnadas Ashar;

(xxvii) The said Pratap Ashar and Ajay have been taking care of the properties and assets of New GINI including the New GINI Lands all by themselves since 1994 at their own costs and expense and have over the past 29 years spent huge funds to manage, maintain, protect and remove encroachments affecting the said properties. The said Pratap Ashar and Ajay carried out various settlements and paid the outstanding amounts payable to Thane People's Co-operative Bank, Rupee Co-operative Bank, Federal Bank, Union Bank of India. Sales-Tax Liability. They paid huge amounts to clear the liabilities towards workers and their settlement, payment to security guards, all taxes towards Thane Municipal Corporation (property and other taxes), Land Revenue Tax, Payment to Urban Land Ceiling. They handled various court matters and litigation from time to time, they protected the lands by putting up security guards round the clock, fought litigation against MIDC, and various other courts and matters;

(xxviii) In the meanwhile, since the Indenture dated 08th April, 1950 recorded the name of Dharmaraj Ranchoddas Ashar as the owner of the Larger Property (including the New GINI Lands), the revenue records relating thereto came to be mutated to reflect the name of Dharmaraj Ranchoddas Ashar as the owner of the said Larger Land;

(xxix) The said Dharmaraj Ranchoddas Ashar died on 17th February, 1999 leaving behind his widow Kamlini, his son Ritin and his daughter Kintu as his only heirs and legal representatives, as per



RDA

RDA

M.A.

SAP

MSS

AM

ट न न - २

the law of succession that governed him at the time of his death.

Pursuant to his demise the revenue records came to be updated to

reflect the name of Kamlini as the owner of the Larger Land

including the New GINI Lands:

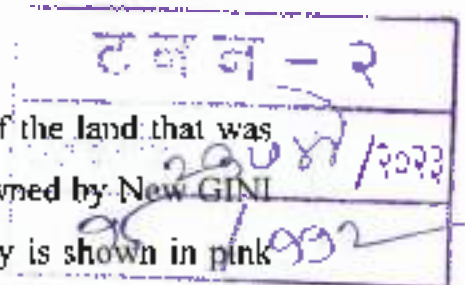
(xxx) In the year 2001, Kamlini desired to develop the DRA Lands. In order to do the same, she got the Larger Land sub-divided in accordance with the distribution made under the Deed of Dissolution dated 12th February, 1975 read with the Supplemental Agreement dated 22nd March, 1976. Several layout and building plans were approved by the Thane Municipal Corporation from time to time with regards to the development of residential buildings and a school on portions of the DRA Lands. Since the New GINI lands belonged to the firm New GINI and consequentially to Pratap Ashar, the said lands were left untouched and continued to be in the possession and occupation of Pratap Ashar and his son Ajay;

(xxxi) Several changes in the revenue records of the DRA Lands and the New GINI Lands have taken place from time to time. The Second Schedule hereunder written records the description of the New GINI Lands as on Execution Date and the Third Schedule hereunder written records the description of the DRA Lands as on Execution Date (after taking into account the Deed of Exchange dated 5th December, 2006 executed between Maharashtra Industrial Development Corporation and Smt. Kamalini D. Ashar and registered under Serial No.TNN-1, 5779 of 2006).

(xxxi) The plan annexed hereto and marked as **Annexure 4** depicts the DRA Lands admeasuring 32,711.50 sq.mtrs or thereabouts in Black colour crossed hatched lines. The said plan depicts the New GINI Lands admeasuring in the aggregate 35,011.17 sq.mtrs or



thereabouts in the following manner: (i) part of the land that was leased to Messrs. Bhartiya Foundry which is owned by New GINI (and now by Ajay) and is in possession of Ajay is shown in pink colour dash lines; (ii) remaining part of the land that was leased to Messrs. Bhartiya Foundry which is owned by New GINI (and now by Ajay) but is encroached upon by some encroachers is shown in grey colour wash; (iii) the road area of 166.49 sq.mtrs which is identified on the plan as Road and is shown on the plan with white colour; and (iv) the remaining New GINI Lands which are owned by New GINI and now by Ajay and are in the possession of Ajay are shown in pink dotted lines;



(xxxiii) All Parties to this Agreement / Deed confirm the description of the New GINI Lands and the DRA Lands as set out in the Second and Third Schedule hereunder written respectively and as delineated on the plan annexed hereto and marked as Annexure 4;

(xxxiv) Pratap Jamnadas Ashar died at Mumbai on 17th September, 2017 leaving behind him his widow Urmila P. Ashar (since deceased), his son, Ajay and his married daughter Meera as his only heirs and legal representatives as per the Law of Succession that governed him at the time of his death;

(xxxv) Save and except the lands described under this deed, neither the old firm of Messrs. Great India Net Industry nor the new firm of New GINI were in possession of any other lands;

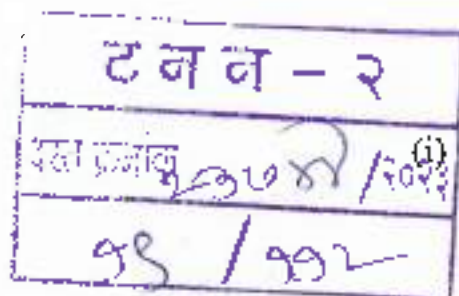
B. After years of disputes and differences, the Parties hereto have agreed to settle the same and have inter-alia arrived at the following terms of settlement:

(a) The Parties have agreed to record, declare, confirm and unconditionally accept that:



Handwritten signatures and initials are present below the text (a):

- Signature: *[illegible]*
- Signature: *M.A.*
- Signature: *SPP*
- Signature: *MSS*
- Signature: *KUN*



The Larger Land was purchased in the name of Dharmaraj Ranchoddas Ashar and the same was purchased for and on behalf of the original firm Messrs. Great India Net Industry;

- (ii) Pursuant to the dissolution of the said firm and in accordance with the Deed of Dissolution dated 12th February, 1975 read with the Supplemental Agreement dated 22nd March, 1976, the DRA Lands came to the share of Dharmaraj Ranchoddas Ashar as the absolute owner in respect thereof and as the heirs of late Dharmaraj Ranchoddas Ashar; Kamlini Ritin and Kintu are entitled to the said DRA Lands only. The New GINI Lands came to the share of Shantilal J. Ashar on dissolution of the original firm Messrs. Great India Net Industry and the said New GINI Lands were brought in by the said Shantilal J. Ashar in New GINI and the said firm thereafter became entitled to the said New GINI Lands;
- (iii) Shantilal J Ashar and Pratap Ashar were the only continuing partners of the firm New GINI pursuant to the retirement of Bharati Ashar;
- (iv) Upon the demise of Shantilal Ashar, all the properties and assets of the firm New GINI including the New GINI Lands vested in the surviving partner i.e., Pratap Ashar. This vesting took place in accordance with the understanding between Shantilal Ashar and Pratap Ashar during their lifetime which was also recorded in the Deed of Partnership dated 9th November, 1993. This vesting is hereby accepted by all the Parties to this Agreement / Deed;
- (v) Further, the said Pratap Ashar and Ajay have been taking care of the properties and assets of New GINI



[Handwritten signature]

M.A

K.P.A

S.P.

M.S.S.

[Handwritten signature]

20/08/2023
20/08/2023

including the New GINI Lands all by themselves since 1994 at their own costs and expense and have over the past 29 years spent huge funds to manage, maintain, protect and remove encroachments affecting the said properties. The said Pratap Ashar and Ajay carried out various settlements and paid the outstanding amounts payable to Thane People's Co-operative Bank, Rupee Co-operative Bank, Federal Bank, Union Bank of India. Sales-Tax Liability, liabilities towards workers and their settlement, payment to security guards, all taxes towards Thane Municipal Corporation (property and other taxes), Land Revenue Tax. Payment to Urban Land Ceiling, handling various court matters and litigation from time to time, protecting lands by putting up security guards round the clock, fighting litigation against MIDC, and various other courts;

(vi) Upon the death of Pratap Ashar, Ajay, with the confirmation of Meera, became entitled to the New GINI Lands in his capacity as the heir of Pratap Ashar;

(b) Taking into the consideration the aforesaid facts and circumstances, the Parties have now settled all their disputes and differences and the accounts of the firm of New GINI is now finally settled and made up and Minal and Smita, have agreed to record, declare and confirm that the partnership firm of New GINI has come to an end upon the demise of their father late Shantilal Ashar and they have no claims of any nature whatsoever in the said firm and/or its properties and assets including the New GINI Lands and/or the firm of New GINI;

KOA

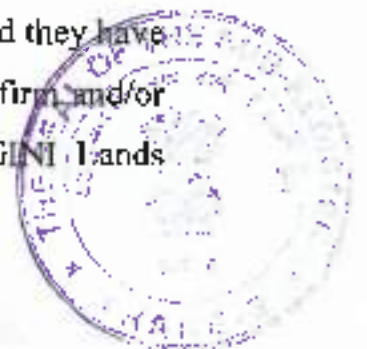
SSA

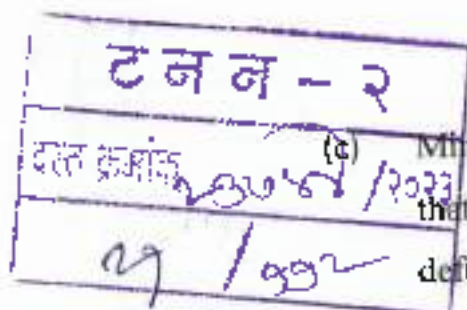
M.A.

SPP

MSS

KMS





(d) Minal and Smita have agreed to record, declare and confirm that the partnership firm of Messrs. Bhartiya Foundry is defunct and the said firm had never taken physical possession of the said land and the said firm of Messrs. Bhartiya Foundry is not in need of the said land. They do hereby confirm that they are not interested in being admitted as partners of the firm of Messrs. Bhartiya Foundry and shall not make any claim of any nature whatsoever either in respect of the said land / Demised Land and/or in the said firm of Messrs. Bhartiya Foundry whether in their capacity as the heirs of late Shantilal J Ashar (as a partner of Messrs. Bhartiya Foundry during his lifetime) and/or in their capacity as the heirs of late Shantilal Ashar (as a partner of the firm Messrs. Great India Net Industry during his lifetime);

(d) Kamlini, Ritin, Kintu with the confirmation of Smita and Minal have agreed to execute a formal deed of conveyance to record the formal vesting of the said New GINI Lands in favour of Ajay, being the sole and ultimate recipient of the properties and assets of New GINI upon dissolution of the said firm and as the heir of late Pratap Ashar, the last partner of the said firm New GINI;

(e) Kamlini, Ritin and Kintu have agreed to provide without any consideration an irrevocable and perpetual right of way over the land bearing Survey Nos. 412/2 (pt), 422/2 (pt) and 413/2 admeasuring in the aggregate 1164 sq.mtrs or thereabouts as shown in blue colour on the plan annexed hereto and marked as Annexure 4 for the benefit and enjoyment of the New GINI Lands;



SPP

ट ब न - २
२००८/२०२३
<i>[Signature]</i>

(f) The Parties have agreed to record, declare and confirm that all the differences and disputes between the heirs of Shantilal J Ashar namely Minal and Smita on the one hand and Ajay Ashar on the other hand has come to an end and they have agreed that they shall hereby releasing and relinquish all their claims in their individual capacity and in their capacity as the heirs of late Shantilal J. Ashar: (i) in the firm of New GINI; (ii) in the properties and assets of New GINI, including but not limited the New GINI Lands, (iii) in firm of Messrs. Bhartiya Foundry and (iv) in the land that was granted on lease to Messrs. Bhartiya Foundry unconditionally and irrevocably. In view of the finalisation of accounts and the settlement arrived as above, Ajay shall pay the following amounts to Minal and Smita, which shall be accepted by them in their personal capacity and in their capacity as the heirs of late Shantilal J Ashar:

(a) a sum of Rs. 20,00,00,000/- (Rupees Twenty Crores only) to Minal;

(b) a sum of Rs. 20,00,00,000/- (Rupees Twenty Crores only) to Smita;

(g) Further, in lieu of Kamlini, Ritin and Kintu undertaking the formal steps of executing this Agreement / Deed and confirming the title in favour of Ajay in the manner set out in this Agreement / Deed, Ajay shall with the consent and confirmation of all the other parties hereto provide to Kamlini residential flats having an aggregate 12,000 sq.ft. RERA carpet area in the new buildings that shall be constructed by Ajay on the said Property / New GINI Lands and will be given free of cost to Kamlini Ashar;

[Handwritten signatures and initials: m.A, KDA, MSS, and others]



ट न न - २	(b)
दस्त क्रमांक	२३/११/२०२३
२३	११/२०२३ (1)

The Parties have agreed to confirm that no amounts shall be payable to Ritin, Kintu and Meera;

Meera, being one of the heirs of late Pratap Ashar, has agreed to record, declare and confirm that she is aware that her father late Pratap Ashar always desired that the New GINI Lands should vest in Ajay absolutely and she has agreed to record, declare and confirm that she has no right, title and/or interest in the firm New GINI and/or its properties and assets including but not limited to the New GINI Lands whether in her individual capacity and in her capacity as one of the heirs of late Pratap Ashar;

C. This Family Arrangement Agreement cum Deed of Conveyance is based upon the following principal and material term, that is:

- (i) it encompasses the entire matter related to the firm New GINI, its dissolution and the vesting of all its properties and assets including the New GINI Lands in favour of Ajay;
- (ii) it encompasses the release, relinquishment and transfer by Minal and Smita of their rights, demands and claims in respect of the firm New GINI, the properties and assets of New GINI including but not limited to the New GINI Lands and the lands that were leased to Bhartiya Foundry;
- (iii) it encompasses the confirmation of the absolute right of Ajay in respect of the New GINI Lands;
- (v) the arrangement and distribution arrived at between the Parties and recorded herein, is irrevocable, final and binding upon the Parties and their respective heirs, executors and administrators;

it shall come into effect on and from the Execution Date;



Handwritten signature in blue ink.

Handwritten signature in blue ink.

Handwritten signature in blue ink.

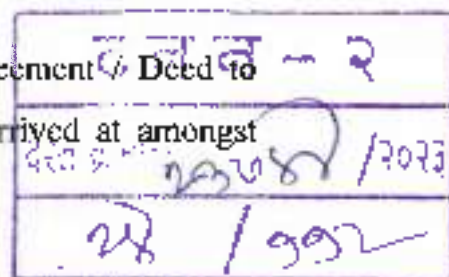
Handwritten signature in blue ink.

Handwritten signature in blue ink.

Handwritten signature in blue ink.

Handwritten signature in blue ink.

- D. The Parties have agreed to enter into this Agreement / Deed to record the entire and complete understanding arrived at amongst them in the manner appearing hereinafter.

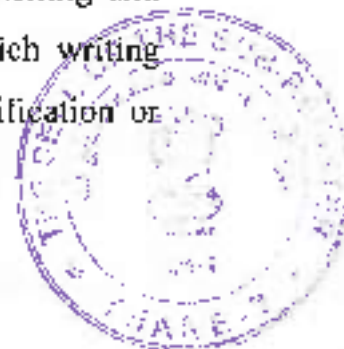


Now This Family Arrangement Agreement cum Deed of Conveyance Witnesseth And It Is Hereby Agreed, Declared And Confirmed By And Between The Parties As Follows:

1. INCORPORATION OF THE RECITALS

- 1.1 The Parties hereto agree, undertake, record, declare and confirm that the recitals forming part of this Agreement / Deed shall form an integral part of this Agreement / Deed as if the same have been incorporated verbatim in the operative part of this Agreement / Deed.
- 1.2 All the statements, facts, etc. recorded in the Recitals are true and correct and shall be binding on the Parties.
- 1.3 Any statements made by Shantilal Ashar, Dharamraj Ashar, Pratap Ashar and the Parties hereto in any papers, proceedings, suits, etc. which are contrary to what is stated in the Recitals hereinabove are hereby withdrawn and shall not be used against the Parties going forward.
- 1.4 All capitalized terms in the recitals of this Agreement / Deed shall continue to apply in the operative part of this Agreement / Deed as well.
- 1.5 The term "Agreement / Deed" used in this Agreement / Deed means this Agreement / Deed, including all recitals and schedules herein and all annexures hereto, and also includes any modifications hereof mutually agreed and reduced to writing and executed by the Parties hereto from time to time; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement / Deed.

Handwritten signatures and initials: KDA, M.A., and others.



Handwritten signatures and initials: SPP, NSS, and others.

2. PARTIES TO THE SETTLEMENT / FAMILY ARRANGEMENT

2.1 Family of Late Dharamraj Ranchoddas Ashar

(i) Kamlini, Ritin and Kintu hereby record, declare and confirm that they are the only heirs and legal representatives of late Dharamraj Ranchoddas Ashar and save and except them no other person or party is entitled to make any claim as the heir or legal representative of late Dharamraj Ranchoddas Ashar.

(ii) Kamlini, Ritin and Kintu hereby agree and undertake that in case if any person or party makes any such claim, then the said Kamlini, Ritin and Kintu shall be liable and responsible to deal with the same at their own costs and expense and they shall indemnify Ajay and keep him indemnified from and against any such claim and/or demand.

(iii) Kamlini, Ritin and Kintu hereby record, declare and confirm that have full right and power to enter into this Agreement / Deed and no consent or permission of any other person or party is required for the same.

(iv) This Agreement / Deed and all the terms agreed herein shall be binding on the said Kamlini, Ritin and Kintu and their respective heirs, executors and administrators.

2.2 Family of Late Shantilal Jamnadas Ashar

(i) Minal and Smita hereby record, declare and confirm that they are the only heirs and legal representatives of late Shantilal Jamnadas Ashar and save and except them no other person or party is entitled to make any claim as the heir or legal representative of late Shantilal Jamnadas Ashar.

(ii) Minal and Smita hereby agree and undertake that in case if any person or party makes any such claim, then the said Minal and Smita shall be liable and responsible to deal with the same at



SPP

their own costs and expense and they shall indemnify Ajay and keep him indemnified from and against any such claim and/or demand.

- (iii) Minal and Smita hereby record, declare and confirm that have full right and power to enter into this Agreement / Deed and no consent or permission of any other person or party is required for the same.
- (iv) This Agreement / Deed and all the terms agreed herein shall be binding on the said Minal, Smita and their respective heirs, executors and administrators.

2.3 Family of Late Pratap Jamnadas Ashar

- (i) Ajay and Meera hereby record, declare and confirm that they are the only heirs and legal representatives of late Pratap Jamnadas Ashar and save and except them no other person or party is entitled to make any claim as the heir or legal representative of late Pratap Jamnadas Ashar.
- (ii) Ajay and Meera hereby record, declare and confirm that have full right and power to enter into this Agreement / Deed and no consent or permission of any other person or party is required for the same.
- (iii) This Agreement / Deed and all the terms agreed herein shall be binding on the said Ajay and Meera and their respective heirs, executors and administrators.

2.4 Extended Family of Late Dharamraj Ranchoddas Ashar, Late Shantilal Jamnadas Ashar and Late Pratap Jamnadas Ashar

- (i) All Parties to this Agreement / Deed record, declare and confirm that save and except the Parties to this Agreement / Deed, no other person or party related to Late Dharamraj Ranchoddas Ashar, Late Shantilal Jamnadas Ashar and Late

MA
SPP
HSS
KLM



६८३ क्रमिक

maternal and/or paternal side of the said Late Dharamraj

Ranchoddas Ashar, Late Shantilal Jamnadas Ashar and Late

Pratap Jaminadas Ashar have any share, right, title and/or interest in the Larger Land described in the First Schedule hereunder written and/or in the New GINI Lands described in the Second Schedule hereunder written and/or in the firm of New GINI.

3 **DECLARATION AND CONFIRMATION** by **MINAL**,

- (i) Minal, Smita, Kamlini, Ritin and Kintu hereby record, declare and confirm that:

- (a) The Larger Land was purchased in the name of Dharmaraj Ranchoddas Ashar and the same was purchased for and on behalf of the original firm Messrs. Great India Net Industry;
- (b) Pursuant to the dissolution of the said firm and in accordance with the Deed of Dissolution dated 12th February, 1975 read with the Supplemental Agreement dated 22nd March, 1976, the DRA Lands came to the share of Dharmaraj Ranchoddas Ashar as the absolute owner in respect thereof and as the heirs of late Dharmaraj Ranchoddas Ashar; Kamlini Ritin and Kintu are entitled to the said DRA Lands only. The New GINI Lands came to the share of Shantilal J. Ashar on dissolution of the original firm Messrs. Great India Net Industry and the said New GINI Lands were brought in by the said Shantilal J. Ashar in New GINI and the said firm thereafter became entitled to the said New GINI Lands. A copy of the plan describing the distribution that took place under the Deed of Dissolution dated 12th February, 1975 read with the

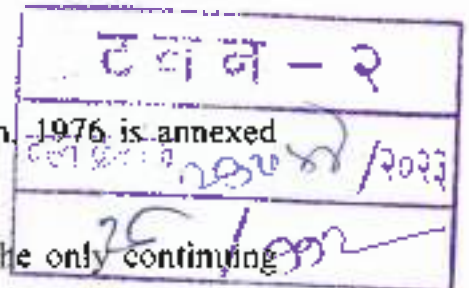


Spa

MS

[Handwritten signature]

Supplemental Agreement dated 22nd March, 1976 is annexed hereto and marked as Annexure 2;



- (c) Shantilal J Ashar and Pratap Ashar were the only continuing partners of the firm New GINI pursuant to the retirement of Bharati Ashar;
- (d) By a Deed of Partnership dated 9th November, 1993 made between Shantilal Jamnadas Ashar and Pratap Jamnadas Ashar, the said Shantilal Jamnadas Ashar and Pratap Jamnadas Ashar agreed to continue to carry out the business of the firm Messrs. Great India Net Industry and agreed that their share in the partnership shall be in the ratio of 30:70 i.e., 30% to Shantilal Ashar and 70% to Pratap Ashar. The said Deed of Partnership further provided that all the properties and assets and business of the firm including the New GINI Lands shall belong to Shantilal J. Ashar and Pratap Ashar in the ratio of 30:70 and in the event of death or retirement of either partner, the properties, assets and business of the firm including the New GINI Lands shall belong to the surviving / continuing partner subject to the accounts of the partnership firm being made up and being finalized and the rights of the heirs of the deceased partner in case of death or retired partner in case of retirement, as the case may be, being settled by the partner surviving / continuing partner;
- (e) Upon the demise of Shantilal Ashar, all the properties and assets of the firm New GINI including the New GINI Lands vested in the surviving partner i.e., Pratap Ashar. This vesting took place in accordance with the understanding between Shantilal Ashar and Pratap Ashar during their lifetime which was also recorded in the Deed of Partnership dated 9th November, 1993. This vesting is hereby accepted by all the Parties to this Agreement / Deed;

Handwritten signatures and initials are present below the text, including 'M.A.', 'S.P.', 'M.S.S.', and a large circular stamp on the right side.

ट न न - (12)
 न न न न न / 1992
 28 / 1992

Further, the said Pratap Ashar and Ajay have been taking care of the properties and assets of New GINI including the New GINI Lands all by themselves since 1994 at their own costs and expense and have over the past 29 years made immeasurable efforts and spent huge funds to manage, maintain, protect and remove encroachments affecting the said properties. The said Pratap Ashar and Ajay carried out various settlements and paid the outstanding amounts payable to Thane People's Co-operative Bank, Rupee Co-operative Bank, Federal Bank, Union Bank of India, Sales-Tax Liability. They paid huge amounts to clear the liabilities towards workers and their settlement, payment to security guards, all taxes towards Thane Municipal Corporation (property and other taxes), Land Revenue Tax, Payment to Urban Land Ceiling. They handled various court matters and litigation from time to time, they protected the lands by putting up security guards round the clock, fought litigation against MIDC, and various other courts and matters

- (g) All the aforesaid expenses were incurred by Pratap Ashar or his son Ajay from their own funds.;
- (h) Upon the death of Pratap Ashar, Ajay, with the confirmation of Mccra, became entitled to the New GINI Lands in his capacity as the heir of Pratap Ashar;
- (i) With regards to the land that was granted on lease basis to Messrs. Bhartiya Foundry, the said Messrs. Bhartiya Foundry never took physical possession of the said land and did not use / utilise the said land. Further, breaches of several covenants, stipulations and undertakings under the Indenture of Lease including payment of rent, etc., were committed by Messrs. Bhartiya Foundry. Being frustrated by the situation and in order to protect the property of the firm New GINI, the said Indenture of Lease was terminated by way of a termination



M.A. K.D.A. [Signature]

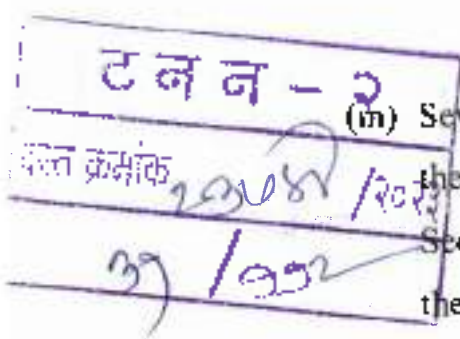
SPP

MSS

[Signature]

letter dated 9th October 1990 issued by Advocate R. D. Ovalkar at the instructions of his client New GINI acting through its partner Mr. Pratap Ashar. Subsequently, the name of Messrs. Bhartiya Foundry was deleted from the 7/12 extract as lessee:

- (j) Shantilal Jannadas Ashar was also a partner of Messrs. Bhartiya Foundry during his lifetime. Minal and Smita, as the heirs of Shantilal Jannadas Ashar are aware and confirm that the firm of Messrs. Bhartiya Foundry did not use, occupy and/or possess the land that was granted on lease to Messrs. Bhartiya Foundry under the Indenture of Lease dated 27th October, 1970. They are aware and confirm that since the past many years the firm of Messrs. Bhartiya Foundry is defunct and no business is being carried out. They have not been admitted and do not desire to be admitted as partners of the said firm of Messrs. Bhartiya Foundry;
- (k) Though the New GINI Lands are standing in the name of Kamlini, the said lands belong to Ajay and a formal vesting and transfer of the ownership rights of the said New GINI Lands is required to be done;
- (l) In the year 2001, Kamlini desired to develop the DRA Lands. In order to do the same, she got the Larger Land sub-divided in accordance with the distribution made under the Deed of Dissolution dated 12th February, 1975 read with the Supplemental Agreement dated 22nd March, 1976. Several layout and building plans were approved by Thane Municipal Corporation from time to time with regards to the development of residential buildings and a school on portions of the DRA Lands. Since the New GINI lands belonged to the firm New GINI and consequentially to Pratap Ashar, the said lands were left untouched and continued to be in the possession and occupation of Pratap Ashar and his son Ajay;



(m) Several changes in the revenue records of the DRA Lands and the New GINI Lands have taken place from time to time. The Second Schedule hereunder written records the description of the New GINI Lands as on Execution Date and the Third Schedule hereunder written records the description of the DRA Lands as on Execution Date (after taking into account the Deed of Exchange dated 5th December, 2006 executed between Maharashtra Industrial Development Corporation and Smt. Kamalini D. Ashar and registered under Serial No.TNN-1, 5779 of 2006). The plan annexed hereto and marked as **Annexure 4** depicts the DRA Lands admeasuring 32711.50 sq.mtrs or thereabouts in Black colour crossed hatched lines. The said plan depicts the New GINI Lands admeasuring in the aggregate 35,011.17 sq.mtrs or thereabouts in the following manner: (i) part of the land that was leased to Messrs. Bhartiya Foundry which is owned by New GINI (and now by Ajay) and is in possession of Ajay is shown in pink colour dash lines; (ii) remaining part of the land that was leased to Messrs. Bhartiya Foundry which is owned by New GINI (and now by Ajay) but is encroached upon by some encroachers is shown in grey colour wash; (iii) the road area of 166.49 sq.mtrs which is identified on the plan as Road and is shown on the plan with white colour; and (iv) the remaining New GINI Lands which are owned by New GINI and now by Ajay and are in the possession of Ajay are shown in pink dotted lines;

- (n) All Parties to this Agreement / Deed confirm the description of the New GINI Lands and the DRA Lands as set out in the Second and Third Schedule hereunder written respectively and as delineated on the plan annexed hereto and marked as **Annexure I;**



MA

MA A

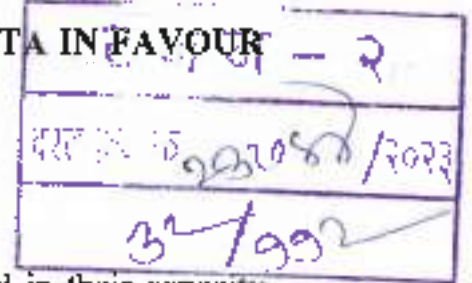
MA

MA

MA

MA

4. CONFIRMATION OF DISSOLUTION OF NEW GINI AND VESTING OF LANDS BY MINAL AND SMITA IN FAVOUR OF AJAY



4.1 In light of what is stated hereinabove:

(i) Minal and Smita, in their individual capacity and in their capacity as the heirs of late Shantilal Ashar record, declare and confirm that the final reconciliation and finalization of the accounts of the firm New GINI has been carried out to their absolute satisfaction and after taking into consideration all the efforts and expenses incurred by Pratap Ashar and Ajay. In light of the aforesaid finalization and settlement of accounts and in lieu of the amounts paid by Ajay to Minal and Smita under this Agreement / Deed:

(a) the said Minal and Smita, in their individual capacity and in their capacity as the heirs of late Shantilal Ashar do and each of them doth hereby unconditionally and irrevocably record, declare and confirm that the firm of New GINI stands dissolved upon the demise of their father late Shantilal J Ashar on 5th April, 1994 and pursuant thereto all the properties and assets of the said firm New GINI including the New GINI Lands vested in the surviving partner of the firm namely Pratap Ashar. Further, pursuant to the demise of Pratap Ashar, all the properties and assets of the said firm New GINI including the New GINI Lands vested in the son of Pratap Ashar namely Ajay.

(b) Minal and Smita, in their individual capacity and in their capacity as the heirs of late Shantilal Ashar, do and each of them doth hereby unconditionally and irrevocably release, relinquish, transfer and waive all their share, right, title and interest of every nature whatsoever including but not limited to their share, right, title and interest as the heirs of late Shantilal Jannadas Ashar and/or any and all share,

Handwritten signatures and initials: MA, KDA, MSS, SPP, and a circular stamp.

ट न न - २

दस्तावेज क्रमांक

१३७४/२०२३

३३/१९९२

right, title and interest that they may have in their individual capacity and/or any claim as co-parceners or otherwise; in the firm New GINI and the New GINI Lands in favour of Ajay, the heir of the last partner of New Gini namely Pratap Ashar.

(ii) Minal and Smita, in their individual capacity and in their capacity as the heirs of late Shantilal Ashar, do and each of them doth hereby record, declare and warrant that in lieu of this family arrangement and the amounts paid by Ajay to Minal and Smita (as stated hereinbelow), it shall be deemed that all the accounts of the business and assets, profits and losses of the said firm of New GINI till the date of this Agreement has been made up and duly settled and neither party shall have any claim of any nature whatsoever against the other and no party shall be liable to the others in respect thereof. Minal and Smita further record, declare and confirm that in light of the aforesaid, the entire 30% share and interest of Late Shantilal Ashar and his heirs in the firm of New GINI and its properties and assets hereby stands transferred and vested in Ajay absolutely and unconditionally.

(iii) In light of the absolute vesting of the New GINI Lands more particularly described in the Second Schedule hereunder written and delineated on the plan annexed hereto and marked as **Annexure 4** in favour of Ajay absolutely as the owner thereof, the said lands shall cease to be a part of the assets and properties of the firm of New GINI and Ajay shall be entitled to hold, own and enjoy the same in his individual capacity and Minal and Smita release and renounce all their claims in respect thereof.

(iv) In consideration of the family arrangement and the amounts paid by Ajay to Minal and Smita, the said Minal and Smita, in their individual capacity and in their capacity as the heirs of late



M.A.

K.P.A.

30/11

S.P.P.

14/11

14/11

ट न न - २

22/10/2023
38/992

Shantilal Ashar, do and each of them doth hereby unconditionally and irrevocably record, declare and confirm that Messrs. Bhartiya Foundry never took possession of the said land and did not use / utilise the said land . Further, breaches of several covenants, stipulations and undertakings under the Indenture of Lease including payment of rent, etc., were committed by Messrs. Bhartiya Foundry. In order to protect the property of the firm New GINI, the said Indenture of Lease was terminated by way of a termination letter dated 9th October 1990 issued by Advocate R. D. Ovalckar at the instructions of his client New GINI acting through its partner Mr. Pratap Ashar. Subsequently, the name of Messrs. Bhartiya Foundry was deleted from the 7/12 extract as lessee. Minal and Smita do and each of them doth hereby unconditionally and irrevocably accept the termination, revocation and cancellation of the said Indenture of Lease by way of the aforesaid notice of termination and hereby record, declare and confirm that the said land has been in the possession of Pratap Ashar and thereafter Ajay. Minal and Smita do and each of them doth hereby unconditionally and irrevocably agree and undertake that they shall not make any claim of any nature whatsoever in respect of the aforesaid land and/or under the Indenture of Lease whether as the heirs of Shantilal J Ashar or otherwise.

- (v) In lieu of the aforesaid declarations, undertakings, release, relinquishment, transfer and waiver made / given by Minal and Smita, in their individual capacity and in their capacity as the heirs of late Shantilal Ashar and in lieu of the absolute and final settlement of the accounts of the firm New GINI, Ajay has agreed to pay and has paid simultaneously with the execution of these presents the following amounts to Minal and Smita, in full and final settlement of all their rights, title, interest, claims and demands in the partnership firm of New GINI and/or the New GINI Lands

M.A.

SPT

MSS

Per



and/or the lands that were leased to Bhartiya Foundry in any manner and/or form whatsoever:

(a) a sum of Rs.20,00,00,000/- (Rupees Twenty Crores Only) paid

by Ajay to Minal simultaneously with the execution of these presents vide IOBam 23270526707 (the payment and receipt whereof the said Minal do hereby admits and acknowledges and of and from the same and every part thereof doth hereby acquits, releases and discharges Ajay forever);

(b) a sum of Rs.20,00,00,000/- (Rupees Twenty Crores only) paid

by Ajay to Smita simultaneously with the execution of these presents vide IOBam 23270527022 (the payment and receipt whereof the said Smita do hereby admits and acknowledges and of and from the same and every part thereof doth hereby acquits, releases and discharges Ajay forever).

(vi) Minal and Smita hereby agree and undertake that neither they nor their respective heirs, executors and/or administrators shall make any claim of any nature whatsoever in respect of the partnership firm of New GINI and/or the New GINI Lands including the lands that were leased to Bhartiya Foundry and no further amounts of any nature whatsoever shall be payable by Ajay to the said Minal and Smita and/or their respective heirs, executors and/or administrators. This is the essence of the family arrangement.

5. TRANSFER AND VESTING OF THE NEW GINI LANDS BY KAMLINI, RITIN AND KINTU IN FAVOUR OF AJAY

5.1 In light of what is stated hereinabove:

(i) Kamlini, Ritin and Kintu hereby unconditionally and irrevocably record, declare and confirm that the Larger Land was purchased in the name of Dharmaraj Ranchoddas Ashar and the same was purchased for and on behalf of the original firm Messrs. Great India Net Industry. Pursuant to the dissolution of the firm the DRA Lands



(defined in the recitals above) came to the share of Dharmaraj Ranchoddas Ashar as the absolute owner in respect thereof and as the heirs of late Dharmaraj Ranchoddas Ashar, the said Kamlini,

Ritin and Kintu are entitled to the said DRA Lands only. The New GINI Lands came to the same of Shantilal J. Ashar on dissolution of the original firm Messrs. Great India Net Industry and the said New GINI Lands were brought in by the said Shantilal J. Ashar in New GINI and the said firm thereafter became entitled to the said New GINI Lands. The firm of New GINI stood dissolved upon the demise of late Shantilal J Ashar on 5th April, 1994 and pursuant thereto all the properties and assets of the said firm New GINI including the New GINI Lands vested in the surviving partner of the firm namely Pratap Ashar. Further, pursuant to the demise of Pratap Ashar, all the properties and assets of the said firm New GINI including the New GINI Lands vested in the son of Pratap Ashar namely Ajay.

(ii) Kamlini, Ritin and Kintu hereby unconditionally and irrevocably record, declare and confirm that neither Dharmaraj Ranchoddas Ashar was entitled to the New GINI Lands during his lifetime nor his heirs namely Kamlini, Ritin and/or Kintu have any rights of any nature whatsoever in respect thereof. Though the New GINI were required to be transferred, the same remained to be done.

(iii) The Larger Land was sub-divided by Kamlini in accordance with the distribution made under the Deed of Dissolution dated 12th February, 1975 read with the Supplemental Agreement dated 22nd March, 1976. Several layout and building plans were approved by Thane Municipal Corporation from time to time with regards to the development of residential buildings and a school on portions of the DRA Lands. Since the New GINI lands belonged to the firm New GINI and consequentially to Pratap Ashar, the said lands were left

Handwritten signatures and initials: m.A., SPP, MSS, and others.



ट न न - २

दा कांक

2308/10

30/09/12

untouched and continued to be in the possession and occupation of Pratap Ashar and his son Ajay;

(iv) Several changes in the revenue records of the DRA Lands and the New GINI Lands have taken place from time to time. The Second Schedule hereunder written records the description of the New GINI Lands as on Execution Date and the Third Schedule hereunder written records the description of the DRA Lands as on Execution Date (after taking into account the Deed of Exchange dated 5th December, 2006 executed between Maharashtra Industrial Development Corporation and Smt. Kamalini D. Ashar and registered under Serial No.TNN-1, 5779 of 2006). The plan annexed hereto and marked as Annexure 4 depicts the DRA Lands admeasuring 32711.50 sq.mtrs or thereabouts in Black colour crossed hatched lines. The said plan depicts the New GINI Lands admeasuring in the aggregate 35,011.17 sq.mtrs or thereabouts in the following manner: (i) part of the land that was leased to Messrs. Bhartiya Foundry which is owned by New GINI (and now by Ajay) and is in possession of Ajay is shown in pink colour dash lines; (ii) remaining part of the land that was leased to Messrs. Bhartiya Foundry which is owned by New GINI (and now by Ajay) but is encroached upon by some encroachers is shown in grey colour wash; (iii) the road area of 166.49 sq.mtrs which is identified on the plan as Road and is shown on the plan with white colour; and (iv) the remaining New GINI Lands which are owned by New GINI and now by Ajay and are in the possession of Ajay are shown in pink dotted lines.

(v) In order to give effect to the aforesaid fact and to correct the revenue record and to perfect the title of Ajay to the said New GINI Lands, the said Kamlini, Ritin and Kintu, in their capacity as the only heirs and legal representatives of late Dharmaraj Ranchoddas



M.A. K.D.A. R.D.A.

sep

mss

K.A.M.

ढ न ञ - २

३५/११/२०२३

Ashar, with the unconditional and irrevocable consent and confirmation of Minal and Smita, do and each of them doth hereby

grant, convey, transfer and assure unto the said Ajay forever, free from any encumbrances and reasonable doubts, ALL THOSE pieces or parcels of lands bearing Sub-Plot Nos. A2, A4-X, A5, A4-Z, A6 and Road 166.49 admeasuring in the aggregate 35,011.17 sq.mtrs or thereabouts situate, lying and being at Village Panchpakhadi, Taluka Thane, District Thane, Maharashtra, and more particularly described in the Second Schedule hereunder written and shown on the plan annexed hereto and marked as Annexure 4 in the manner following: (i) part of the land that was leased to Messrs. Bhartiya Foundry is shown in pink colour dash lines; (ii) remaining part of the land that was leased to Messrs. Bhartiya Foundry which is encroached upon by some encroachers is shown in grey colour wash; (iii) the road area of 166.49 sq.mtrs which is identified on the plan as Road and is shown on the plan with white colour; and (iv) the remaining New GINI Lands are shown in pink dotted lines; and hereinafter collectively referred to as "the said Property" and/or "New GINI Lands" TOGETHER WITH all structures, buildings, rights, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said Property / New GINI Lands or any part thereof belonging or in anyways appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof or appurtenant thereto AND ALL THE ESTATE, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever at law and in equity of the said Kamilini, Ritin, Kintu, Minal and Smita in to, out of or upon the said Property TO HAVE AND TO HOLD the said Property hereby granted, conveyed, sold, transferred, assured and confirmed or intended or expressed so to be UNTO and to the use and benefit of

MA

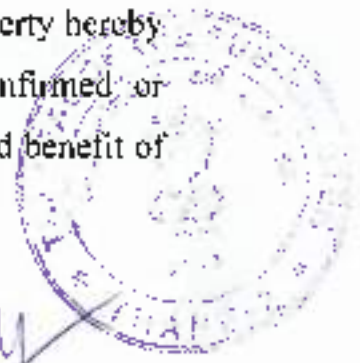
MA

MA

SPP

MSS

Kaly



ट न न - २

दस्तावेज क्रमांक

the said Ajay forever SUBJECT TO the payment of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Government and/or to the

Municipal Corporation and/or any other public body or local authority to the end and intent that on and from the date of the execution of these presents, the freehold and ownership rights in respect of the said Property shall vest in the said Ajay absolutely and to the exclusion of any other person or party AND the said Kamlini, Ritin, Kintu, Smita and Minal do and each of them doth hereby covenant with the said Ajay THAT notwithstanding any act, deed, matter or thing whatsoever by the said Kamlini, Ritin, Kintu, Minal and Smita or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for the said Kamlini, Ritin, Kintu, Minal and Smita made, done, committed, omitted or knowingly or willingly suffered to the contrary THEY the said Kamlini, Ritin, Kintu, Minal and Smita now hath in themselves good right, full power and absolute authority to grant, convey, transfer, assure and confirm the said Property hereby granted, conveyed, transferred and assured or intended or expressed so to be UNTO and to the use and benefit of the said Ajay forever in the manner aforesaid AND THAT it shall be lawful for the said Ajay from time to time and at all times hereafter to peaceably and quietly hold, enter upon, use, occupy, possess and enjoy the said Property hereby granted, conveyed, transferred and assured with their appurtenances AND receive the rents, issues and profits thereof and of every part thereof to and for his own use and benefit without any suit, lawful eviction, interruption, claim and/or demand whatsoever from or by the said Kamlini, Ritin, Kintu, Minal and Smita or from or by any person or persons lawfully or equitably claiming or to claim by, from under or in trust for them AND THAT free and clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the said Kamlini, Ritin,



Handwritten signature in blue ink.

M.A

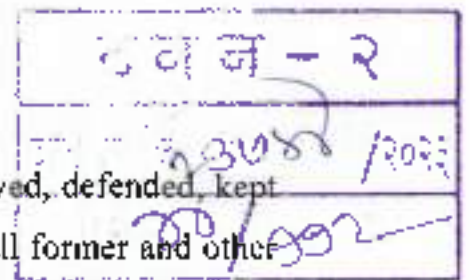
KDA

Handwritten signature in blue ink.

SPP

MS

Handwritten signature in blue ink.



Kintu, Minal and Smita well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, title, charges and/or encumbrances whatsoever had made executed, occasioned or suffered by the said Kamlini, Ritin, Kintu, Minal and Smita or by any other person or persons lawfully or equitably claiming or to claim, by, from, under or in trust for them AND FURTHER that the said Kamlini, Ritin, Kintu, Minal and Smita and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Property hereby granted and conveyed or any part thereof by from under or in trust for them shall and will from time to time and at all times hereafter at the request and cost of the said Ajay and for no further consideration do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better, further and more perfectly and absolutely granting, conveying, selling, transferring and assuring the said Property and every part thereof hereby granted, conveyed, sold and transferred and assured unto and to the use of the said Ajay in manner aforesaid as shall or may be reasonably required by the said Ajay or his Counsel-in-law.

- (vi) It is expressly agreed and acknowledged by the Parties hereto that the conveyance of the said Property / New GINI Lands is not a sale of the said lands by Kamlini, Ritin and Kintu in favour of Ajay but is only to give effect to the original understanding that the said lands though standing in the name of Dharmaraj Ranchoddas Ashar (and now in the name of Kamlini) shall belong to the original firm of New GINI which has in light of the various events recited hereinabove ultimately vested in Ajay absolutely and to the exclusion of all the other Parties hereto.

Handwritten signatures and initials:
 - *M.A.* (with a checkmark)
 - *KDA*
 - *SS*
 - *SSP*



Handwritten signatures and initials on the right margin:
 - *MS*
 - *SSP*

ट न न (vii) 2
 दस्त क्रमांक 225058/2023
 29/05

As a goodwill gesture and for the efforts made by Kamlini to come forward and execute this Agreement / Deed, Ajay has with the consent and confirmation of Kamlini, Ritin and Kintu, agreed to provide and shall provide to Kamlini, residential flats having an aggregate 12,000 RERA sq.ft carpet area in the new buildings that shall be constructed by Ajay on the said Property / New GINI Lands. Kamlini, Ritin and Kintu hereby agree and undertake that neither they nor their respective heirs, executors and/or administrators shall make any claim of any nature whatsoever in respect of the said Property / the said New GINI Lands and /or in respect of the partnership firm of New GINI and no further amounts and/or constructed areas of any nature whatsoever shall be payable by Ajay to the said Kamlini, Ritin and Kintu and/or their respective heirs, executors and/or administrators. This is the essence of the family arrangement.

(viii) Right of Way:

~~In consideration of~~ the aforesaid constructed area to be provided by Ajay to Ritin in the manner stated above. Kamlini, Ritin and Kintu do and each of them doth hereby grant unto Ajay, his heirs, executors, administrators and assigns and all person or persons claiming by, from, through, under or in trust for them or any of them and the person or persons owning, occupying and possessing the New GINI Lands or any part or portion thereof for the time being and also their agents, servants, employees, visitors or licensees or persons authorized by them or any of them at all times and from time to time hereafter by night and day, at its/their will and pleasure, absolute, permanent, perpetual and exclusive Right of Way through the land bearing Survey No. 412 Hissa No.2(pt), 422/2(pt) and 413/2 admeasuring in the aggregate 1164 sq.mtrs or thereabouts and more particularly described in the Fourth Schedule hereunder written, the site and course whereof is



M.A. MPA

SPP

MSS

Rat

ट न न - २

delineated in blue colour lines on the plan thereof hereto annexed and marked as Annexure "1" (hereinafter referred to as "the said Right of Way"), free of cost and without the payment of any consideration money. for the purpose of ingress to and egress to the New GINI Lands and/or any part or portion thereof and/or any other adjoining lands acquired by the said Ajay from time to time with full, free, unhindered, uninterrupted and unrestricted right and liberty by foot with or without animals or on carts, wagons, tractors, engines, motorcars or vehicle(s), laden or unladen to go pass and repass over the said Right of Way.

AND THAT the said Kamlini, Ritin and Kintu do and each of them doth hereby covenant with Ajay and his heirs, executors, administrators and assigns that the said Right of Way shall be appurtenant and annexed to the New GINI Lands and/or any part or portion thereof and/or any other adjoining lands acquired by the said Ajay from time to time and shall run with the New GINI Lands and/or any part or portion thereof and/or any other adjoining lands acquired by the said Ajay from time to time.

AND THAT the said Kamlini, Ritin, Kintu and Ajay do and each of them doth hereby covenant with each other that they shall keep the said Right of Way unbuilt and open to the sky forever.

AND THAT the said Kamlini, Ritin and Kintu do and each of them doth hereby further covenant with Ajay and his heirs, executors, administrators and assigns that that the said Ajay and his heirs, executors, administrators and assigns shall have the right to lay, under, through the said Right of Way pipelines, electric cables and other conveniences as may be required and for the said purpose to dig open the said Right of Way land as and when necessary PROVIDED THAT the Ajay and/or his heirs,



Handwritten signatures and initials: M.A., SPP, MSS, and others.

ट न न - २	
23/8/2022	executors
23/8/2022	restore the

administrators and assigns shall at their own costs restore the said Right of Way, to its original condition.

AND THAT the said Kamlini, Ritin, Kintu on the one hand and Ajay on the other hand further agree and undertake and covenant with each other that the said Kamlini, Ritin, Kintu on the one hand and Ajay on the other hand will hereafter maintain and keep the said Right of Way land in good repairs and working condition and shall incur all costs charges and expenses related thereto in equal share.

AND THAT the said Ajay and/or his heirs, executors, administrators and assigns shall be entitled to represent to government bodies and authorities including but not limited to sanctioning bodies and authorities in respect of the Right of Way granted hereby and procure such sanctions and permissions as may be required by the said Ajay and/or his heirs, executors, administrators and assigns for the purpose of developing and selling the said New GINI Lands and/or any part or portion thereof which shall be binding on the said Kamlini, Ritin and Kintu and their respective heirs, executors, administrators and assigns.

(ix) Covenant for production of title documents:

The document of title related to the said New GINI Lands, i.e., the Indenture dated 08th April, 1950 made between Govind Shaligram and others therein referred to as Vendors of the One Part And Dharmaraj Ranchoddas Ashar therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No.228 of 1950, is also the common document of title of the DRA Lands owned by Kamlini. The said Kamlini, Ritin and Kintu hereby agree and



BDA

23/8

M.A.

SFP

MSS

23/8

undertake that till the completion of the project/s that shall be developed by the said Ajay and/or his heirs, executors, administrators and assigns on the New GINI Lands and every part thereof in all respects including execution of the conveyance of the said New GINI Lands and the buildings that shall be constructed thereon in favour of the organisation of the flat purchasers / allottees of the flats / premises in the buildings that shall be constructed on the New GINI Lands, the said Kamlini, Ritin and Kintu shall not deposit and/or handover the said Indenture dated 08th April, 1950 with any person or party for any purpose whatsoever or in pursuance of any transaction whatsoever including but not limited in pursuance to the sale or development of the DRA Lands, mortgage of the DRA Lands, mortgage by way of deposit of title deeds, or otherwise. The said Kamlini, Ritin and Kintu hereby agree and undertake that the said Kamlini, Ritin and Kintu shall provide inspection of the original documents of title to the said Ajay and/or his heirs, executors, administrators and/or assigns and/or any other person or party as may be instructed by the said Ajay and/or his heirs, executors, administrators and/or assigns within a period of 3 (three) days from the date of the said Ajay and/or his heirs, executors, administrators and/or assigns requesting the said Kamlini, Ritin and Kintu for the same.

All Parties hereto record, declare and confirm that none of them have the original documents, writings, deeds, records, etc relating to the firm of New GINI and in case if the same are found then they shall promptly handover the same to Ajay.

- (x) The entire Larger Land comprising of the DRA Lands and the New GINI Lands are forming a part of the common layout plans that have been sanctioned by Thane Municipal Corporation from time to time. Since the DRA Lands are held in the name of

Handwritten signatures and initials: M.A., KDA, SPP, MSS, Kuy, SPP, MSS.

टनल - २
दस्तावेज संख्या २३४
६/१९९२

Kamlini, the government and other sanctioning authorities may require Kamlini, Ritin and/or Kintu to sign applications, declarations, writings, forms, etc. that may be required to be submitted from time to time in respect of the DRA Lands and the New GINI Lands for the development of the New GINI Lands from time to time. In order to enable Ajay to develop the New GINI Lands without any dependency and hindrance, Kamlini, Ritin and/or Kintu do and each of them doth hereby authorise Ajay to sign all applications, declarations, writings, forms, etc. that may be required to be submitted from time to time in respect of the DRA Lands and the New GINI Lands for the development of the New GINI Lands from time to time including any revisions and/or applications related to the common layout plans, etc. The irrevocable Power of Attorney to be provided by Kamlini, Ritin and Kintu shall contain the necessary clauses relating to the aforesaid right and authorization of Ajay.

6. CONFIRMATION OF MEERA

6.1 Meera hereby records, declares and confirms that:

- Ajay is son of Late Pratap Jamnadas Ashar and Meera is daughter of Late Pratap Jamnadas Ashar and are the only heirs and legal representatives of late Pratap Jamnadas Ashar;
- Meera is married since 28 years and is residing in Bengahuru with her husband and children;
- Meera was not interested in the affairs of the firm New GINI and/or the said New GINI Lands and does not wish to claim any right, title and/or interest in the partnership firm of New GINI and/or the said New GINI Lands;
- Meera is aware and hereby accepts the desire of her father late Pratap Ashar that the New GINI Lands / said Property and confirm that she has released and relinquished all her



KDA

30/11

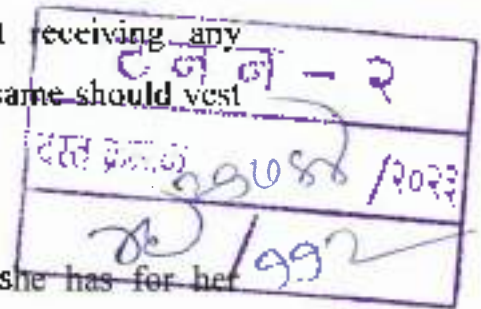
M.A

MSS

SPP

11/11

rights in said New GINI Lands without receiving any consideration / money and free of cost and same should vest absolutely in favour of her brother Ajay

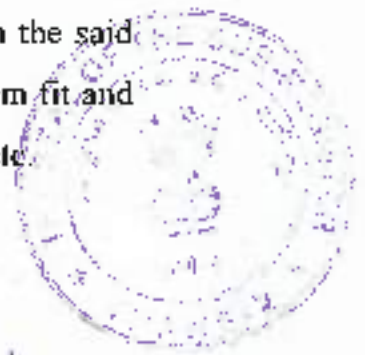


6.2 Meera, out of natural love and affection that she has for her brother Ajay and for no consideration, hereby releases and relinquishes all her share, right, title and interest of every nature whatsoever including but not limited to her share, right, title and interest as one of the heirs of late Pratap Jarnadas Ashar and/or any and all share, right, title and interest that she may have in her individual capacity and/or any claim as co-partner or otherwise; in the firm New GINI and the New GINI Lands; in favour of Ajay, the heir of the last partner of New Gini namely Pratap Ashar, unconditionally, irrevocably and absolutely.

6.3 Meera hereby agrees and undertakes that neither she nor her heirs, executors and/or administrators shall make any claim of any nature whatsoever in respect of the partnership firm of New GINI and/or the New GINI Lands and no amounts of any nature whatsoever shall be payable by Ajay to the said Meera and/or her heirs, executors and/or administrators. This is the essence of the family arrangement.

7. OWNERSHIP RIGHTS OF AJAY

7.1 In light of the aforesaid, Ajay has on and from the Execution Date become the absolute owner of the said Property / New GINI Lands more particularly described in the Second Schedule hereunder written in his personal capacity to the exclusion of all the other Parties hereto and shall be absolutely entitled to deal with the said Property / New Gini Lands in such manner as he may deem fit and proper including by way of development, sale, mortgage, etc.



et M.A.

SPP

MSS

for

ट न न - २

२०/१२/२०१३

7.2

Ajay shall be entitled to the entire development potential relating to the New GINI Lands and every part and portion thereof including but not limited to the entire present development potential of the said New GINI Lands together with the enhanced, future and estimated/projected/envisaged, FSI, Premium FSI, FAR, development rights certificates, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any applicable law, or otherwise howsoever, including by way of handover and/or transfer, to any governmental authority or persons, of any part/s of the said New GINI Lands and/or otherwise. Ajay shall be entitled to load the said development potential as permitted under applicable law and shall be entitled to all benefits derived therefrom.

7.3 This Agreement / Deed shall be treated as a final conveyance of the said Property / New GINI Lands alongwith its entire development potential in respect thereof in favour of Ajay in his personal capacity with full right to deal with the same in such manner he may deem fit and proper including but not limited to sale, development, mortgage, etc.

7.4 Ajay shall be entitled to update the revenue records with regards thereto. All the other Parties to this Agreement / Deed, agree and undertake to co-operate with Ajay to get the same done as expeditiously as possible.



KOA

20/12/2013

M.A.

SPP

MSS

12/12

7.5 Ajay has been and shall continue to be in possession of the said Property / New GINI Lands more particularly set out in the Second Schedule hereunder written.

7.6 By an Order dated 9th September 1999 u/s 8(4) of Urban Land Ceiling Act the competent authority held that land area admeasuring 9088.75 sq. mtrs. is surplus vacant land held by Dharamraj Ashar and others in the Larger Land. Dharamraj Ashar and others were granted exemption u/s 20 of the Act on terms and conditions therein contained in order dated 29th November 1999. Urban Land Ceiling Act is since lapsed. In order to remove all conditions levies for exemption u/s. 20 of the act in respect of the said Larger Land, a sum of Rs. 27,26,297/- has been paid by Ajay to ASST. TOWN PLANNER, THANE URBAN AGglomeration and the said ASST. TOWN PLANNER, THANE URBAN AGglomeration has issued its NOC for the transfer of the said Property / New GINI Lands by Kamlini in favour of Ajay.

8. RESOLUTION OF ALL DISPUTES AND DIFFERENCES

All Parties record, declare and confirm that all their disputes and differences have been cordially resolved and all Parties shall adhere to the understanding arrived at and recorded in this Agreement / Deed. Parties shall take all steps to withdraw all and any litigations filed by one against the other.

9. FINAL AND IRREVOCABLE

- (i) The Parties agree and undertake that the understanding recorded herein is final, binding, irrevocable and irreversible and shall be binding on all Parties and their respective heirs, executors, administrators and assigns.
- (ii) The Parties agree and undertake that they shall do, execute and perform all acts, deeds, matters and things and sign and execute all writings, in future, as may be necessary and required to give

टन नं - २

दस्तावेज नं. ७२ / २०१३

२७/११

ट न न - २
दस्तावेज संख्या १९०८२ / १९९२
८८/९९२

full effect to the family arrangement and which shall be consistent with the terms hereof.

(iii) Minal, Smita, Kamlini, Ritin, Kintu and Meera have simultaneously with the execution of these presents executed their respective irrevocable powers of attorney in favour of Ajay to give effect to the terms agreed under this Agreement / Deed.

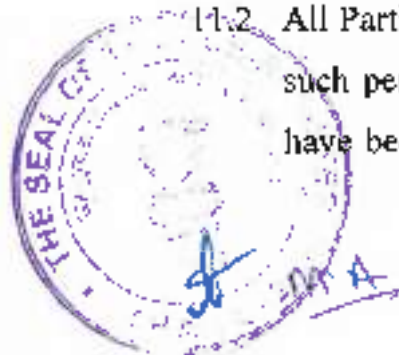
10. NOTICES

All notices and other communications hereto to be given under this Agreement shall be in writing and delivered (i) by hand against a receipt of delivery, or (ii) by Registered Post A.D., or (iii) by a courier service having a tracking facility, addressed to the Parties at their respective addresses specified in the name clause hereinabove, or at such other address as is from time to time designated by the Party receiving the notice. Any such notice that is delivered in accordance herewith, shall be deemed to be received when delivery is received, or refused, as the case may be.

11. MISCELLANEOUS

11.1 This Agreement / Deed supersedes all prior discussions, negotiations, correspondence, understandings, writings, drafts, and communications (verbal or written) held, or exchanged, by and between the Parties and/or their respective representatives, in relation to the family arrangement, and any alterations and modifications to this Agreement / Deed shall be effective, valid and binding, only if the same are recorded in writing and signed by the Parties.

11.2 All Parties shall withdraw / cause to be withdrawn / dismissed all such pending suits, proceedings, complaints, objections that may have been filed by one against the other. A power of attorney to

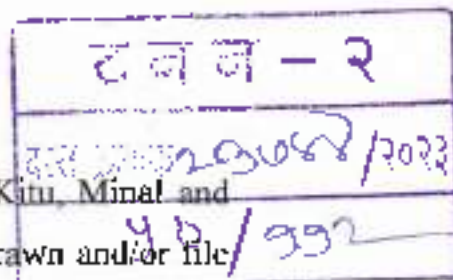


KPA RPA

SPP

MSS

KCA



this effect has been executed by Kamlini, Ritin, Kitu, Minal and Smita in favour of Ajay authorising him to withdrawn and/or file consent terms if required in such pending proceedings. If consent terms are to be filed then this Agreement / Deed shall either be filed or the contents of this Agreement / Deed shall form the basis of the consent terms that shall be drawn up. Kamlini, Ritin, Kitu, Minal and Smita do and each of them doth hereby agree and undertake that shall appear in court of their personal presence is required for the aforesaid purpose.

11.3 The failure or delay of a Party to insist upon strict performance of any of the terms of this Agreement, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect and available.

11.4 The Parties hereby irrevocably agree, confirm and undertake as follows:

- (i) this Agreement / Deed and the family arrangement herein, have been entered into, agreed upon, accepted and executed by the Parties without any force, duress, pressure or undue influence being practiced upon them by any persons; and,
- (ii) the family arrangement, and the distribution under this Agreement / Deed is fair, equitable, reasonable and based on the mutually agreed and accepted internal valuation thereof, which valuation shall not be challenged, disputed, or called into question, in future.

11.5. Notwithstanding anything hereinbefore contained, all the liability for income tax including but not limited to income tax on the personal income including capital gains tax of any Party hereto including interest and penalties imposed in respect thereof shall be

Handwritten signatures and initials at the bottom of the page:
 - A signature starting with 'M' and 'A'
 - 'K-D A'
 - 'SPP'
 - 'MSS'
 - 'KUN'
 - A circular stamp on the right side of the page.

ट न न - २
 ५९/१९९२

borne and paid by the Party who is the recipient of such income or deemed to be the recipient of such income and such Party shall indemnify and keep indemnified the other Parties against such liability and all costs, charges and expenses incurred on that account.

- 11.6 The original of this Deed will be retained by Ajay.
- 11.7 The stamp duty (if any) upon this Agreement shall be borne and paid by Ajay.
- 11.8 As required by the Income Tax (Sixteenth Amendment) Rules, 1998, the Permanent Account Number (PAN) allotted to the Parties are as under:

Sr.No.	Name of the Party	Pan No.
	Ajay Ashar	ADBPA3939J

In Witness Whereof the Parties have executed this Agreement the day and year first hereinabove written.

The First Schedule Above Referred To:

(Description of Larger Land)

All those pieces and parcels of lands all situate, lying and being at Village Panchpakhadi, Taluka Thane, District Thane, Maharashtra and bearing the following Survey Nos., Hissa Nos and areas:

Handwritten notes and signatures: M.A., KDA, MS, SAP, KDA.

पं. नं - २
२२/१२/२०२२
५२/११२

S. No	Hissa No.	Area A.G	Kharaba A.G	Assessment As.P.
412	2	5-15	0-3	12-7-0
422	2	1-11	0-9	2-1-0
423	2	0-4	0-0	0-3-0
425	2	0-39	0-4	2-0-0
426	-	2-25 ¼	0-16	29-5-0
428	1 B	0-6	0-0	2-0-0
440	1	2-31	0-17	5-4-0
443	1	1-12	0-2½	10-14-0
"	3	0-1	0-½	0-1-0
"	4	0-0	0-¾	-
484	-	1-27¼	1- 4¼	12-1-0
423	3	0-5	-	0-3-0
	Total Area	16-17¼	1-16 ¼	
		Acres 17	Gunthas 34	

M.A.
 SPP
 MSJ
 K.A.



ट न न - २

दस्तावेज क्रमांक २९०४२/२०२३

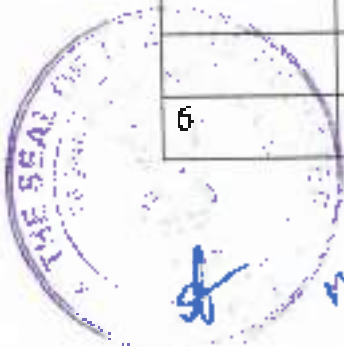
५३/३३२

The Second Schedule Above Referred To:

(Description of New GINI Lands)

All those pieces and parcels of lands all situate, lying and being at Village Panchpakhadi, Taluka Thane, District Thane, Maharashtra and bearing the following Sub-Plot Numbers, Survey Nos., Hissa Nos and areas:

Sl. No.	Sub-Plot No.	Survey No.	Area (in sq.mtrs)
1.	A2	412/2(pt)	4740
		422/2(pt)	4901.77
2	A4-X	425/2(pt)	1920
		426(pt)	1350
3.	A5	484(pt)	6116.49
		423/2	400
		425/2(pt)	1100
4.	A4-Z	440/1/1(pt)	6326.20
		426(pt)	30.28
5.	A6	426(pt)	3630
		440/1(pt)	3433.94
		426(pt) (encroached area shown in grey colour wash on the plan)	896
6.	Road Area		166.49



KDA २३२

SIP

MSS

Kay

		TOTAL AREA.	35011.17

पृष्ठ - २
२०/०८/२०२३
५४/७७२

The Third Schedule Above Referred To:

(Description of DRA Lands)

All those pieces and parcels of lands all situate, lying and being at Village Panchpakhadi, Taluka Thane, District Thane, Maharashtra and bearing the following Sub-Plot Numbers, Survey Nos., Hissa Nos and areas:

Sr. No.	Sub-Plot No.	Survey No.	Area (in sq.mtrs)
1.	A1	421/2	5851.13
		422/2(pt)	1267
		413/2(pt)	1530
		412/3(pt)	360
2.	A3	412/2(pt)	1575.75
		422/2(pt)	80
3.	A4-Y	425/2(pt)	290
		426(pt)	4033.27
		440/1/1	1140
4.	A7	412/2(pt)	10061.92
5.	A8	428/1(pt)	700
		426(pt)	1525.49
		425/2(pt)	2321
		484(pt)	1976



Handwritten signatures and initials: M.A., K.A., S.P., M.S.S.

ट न न - २			
दल क्रमांक	४३८४/२०२३		
५५/१९९२		TOTAL AREA	32711.56

Land exchanged with MIDC in 2006 in Survey No. 413/2, 412/3/B, 411/1 and 412/1A 2410 sq. mtrs.

The Fourth Schedule Above Referred To:

(Description of Right of Way Land)

All those pieces and parcels of lands all situate, lying and being at Village Panchpakhadi, Taluka Thane, District Thane, Maharashtra and bearing the following Survey Nos., Hissa Nos and areas:

Sr. No.	Sub-Plot No.	Survey No.	Area (in sq.mtrs)
1.	A1	412/2(pt)	
2.	A1	422/2(pt)	
3.	A1	413/2	
		Total Area	1164 Sq. Mtrs.

SIGNED AND DELIVERED
by the withinnamed Kamlini
KAMLINI ASHAR
in the presence of..

)
)
)
)



Ashar

Kamlini D. Ashar

SIGNED AND DELIVERED
by the withinnamed Ritin
RITIN ASHAR
in the presence of..

)
)
)
)



M.A.

KOTA

SOP

MSS

SIGNED AND DELIVERED)
 by the withinnamed Kintu)
 KINTU KISHOR BAJAJ)
 in the presence of..)



KK Bajaj

SIGNED AND DELIVERED)
 by the withinnamed SMITA)
 SMITA PANKAJ PATEL)
 in the presence of..)



Smita P Patel

SIGNED AND DELIVERED)
 by the withinnamed MINAL)
 MINAL SAMEER SATHI)
 in the presence of..)



Minnal. Sathi

ट न न - २
वसु वसु २३७४ / २०२३
५६/९९२

MA

KDA

SPP

MSS



ट न न - २
वस क्रमांक २६३०८१/२०२३
५०/२०२२

SIGNED AND DELIVERED

by the withinnamed Ajay

AJAY ASHAR

in the presence of..



Ajay Ashar

SIGNED AND DELIVERED

by the withinnamed MEERA

MEERA HIMANSHU ASHAR

in the presence of..



M. H. Ashar

Witness: —

① *Pradeep Kumar Sahu* — *Pradeep*

② *Amit Ram Shinde* — *Amit*



ट न न - २
दस्तावेज क्रमांक २७८४६/२०२३
५८/९९

RECEIPT

RECEIVED of and from the withinnamed Ajay a sum of
 Rs.20,00,00,000/- (Rupees Twenty Crores Only) ^{after deducting TDS} simultaneously from ~~Rs. 20,00,000/-~~
 the date hereof vide TOBAM 23270527025 in full and final settlement.

Witness:

1. [Signature]
2. [Signature]

I say received:

Smriti P Patel

SMITA PANKAJ PATEL

MA
 KDA
 SPP
 MSS



Handwritten text in blue ink, possibly a signature or initials, located in the upper right quadrant of the page.

ट न न - २
दस्तावेज क्रमांक 3088/2023
45/992

RECEIPT

RECEIVED of and from the withinnamed Ajay a sum of Rs.20,00,00,000/- (Rupees Twenty Crores Only) *after deducting TDS* simultaneously from *Rs. 4,78,40,000/-* the date hereof vide ROBAM 232705267025 in full and final settlement.

Witness:

1. *Naheem*
2. *Amir*

I say received:

Meenal Sata
MINAL SAMEER SATA



KDA *22/*
M.A *SEP* *MSS*

KU