



महाराष्ट्र MAHARASHTRA

116

श्री. दिनेश गोविंदजी ठाकरे

पुणे जिल्हा

श्री. दिनेश गोविंदजी ठाकरे

(प)

प्रमाणित

सर्वोच्च

पुणे न. ...

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Vinodh Kar

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12 DEC 2006

AG 025191



DEED OF FAMILY ARRANGEMENT

THIS DEED OF FAMILY ARRANGEMENT is made and entered into at Mulund, Mumbai on this 11th day of December 2006 BETWEEN Mrs. Leela Trilokinath Mam hereinafter referred to as "legal heirs" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the Party of FIRST PART; Mr. Ajitkumar Trilokinath Mam, hereinafter referred to as "legal heirs" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the Party of SECOND PART; Mr. Ashokkumar Trilokinath Mam hereinafter referred to as "legal heirs" (which expression shall unless it be repugnant to the context or meaning thereof mean and





include their respective heirs, executors and administrators) of the Party of THIRD PART; Mrs. Raj A. Miskeen hereinafter referred to as "legal heirs" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the Party of FOURTH PART" Mrs. Pratibha V Kar and hereinafter referred to as "legal heirs" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the Party of FIFTH PART;

WHEREAS:—

- (a) The Parties hereto are members of one family of Late Shree Trilokinath Gopinath Mam and hereinafter referred as "the said family".
- (b) The said Late Shree Trilokinath Gopinath Mam died tested by leaving a



written WILL and having made allocation of various movable & immovable property as incorporated therein.

- (a) The family is desirous to implement the WILL of late Shree Trilokinath Gopinath Mam as regards redevelopment of the present Mam Mansion at Sane Guruji Nagar, Vasudev Balwant Phadke Marg Mulund (East), Mumbai - 400081. The family is consisting of 5 legal heirs.
- (b) The family has accordingly and mutually decided to agree on various conditions and terms as appearing hereinafter.

IT IS AGREED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS UNDER:—

1. The 'WILL' of Late Shree Trilokinath Gopinath Mam provides for redevelopment of the present Mam Mansion at Sane Guruji Nagar, Vasudev Balwant Phadke Marg Mulund (East), Mumbai -400081 by the five legal heirs of the said property mentioned herein above. The 'WILL' was required to be probated in the High court of Bombay so that the property could first be transferred in the names of the legal heirs by the various Government Agencies. It was decided that the legal heirs themselves will undertake the Re-development and the process of its re-development could be undertaken only after the process of transfer of the above referred property in the Names of the legal heirs is completed.
2. A lot of finance would thus be required to obtain the probate order from High Court of Bombay and complete other formalities like the transfer of the property in the names of the legal heirs and start the process of redevelopment and construction.
3. It was decided that an account would be opened in the name of the Four legal heirs namely 1) Mr. Ajinkumar Trilokinath Mam, 2) Mr. Ashokkumar Trilokinath Mam 3) Mrs. Raj A Miskeen 4) Mrs. Pratibha V Kar or their spouses/children with an initial contribution of Rs. 50,000/- from these four members. The balance amount required for expenses would be taken from the disposal of equity shares held by the fifth legal heir Mrs. Leela Trilokinath Mam. It was agreed to contribute a total of 8 lacs from each of the five legal heirs for redevelopment of the present 'Mam Mansion' making the total sum so collected to Rs. 40 lacs. The part contribution taken from the individual legal heir would be deducted from his/her total contribution of 8 Lacs and the balance shall only be collected for the re-development. It was also agreed that constant guidance and suggestions would be taken from the fifth legal heir Mrs. Leela Trilokinath Mam. Accordingly, to start the process of probate and





Mrs. Pratibha V kar 2) Nisha Ashokkumar Mam W/o Mr. Ashokkumar T Mam 3) Mr. Vivek Ajitkumar Mam S/o Mr. Ajitkumar T Mam and 4) Autarkrisher Miskeen H/o Raj A Miskeen, with initial contribution of Rs. 50,000/- from each of these four legal heirs. An amount of Rs 2.5 lacs was transferred from the Equity Shares of Mrs. Leela T Mam into this joint account. This shall be treated as her contribution for re-development and she now needs to pay only the balance of Rs. 5.5 Lacs to complete her contribution for the re-development of present 'Mam Mansion'

4. After the contribution was collected, various formalities including payment of court fee of Rs. 75000/- and the Legal fee plus other charges amounting to about Rs. 37,000/- were also paid. Thus on 28th of May 2005, The High Court of Mumbai issued the probate order wherein 1) Mrs. Leela Trilokinath Mam. 2) Mr. Ajitkumar Trilokinath Mam 3) Mr. Ashokkumar Trilokinath Mam 4) Mrs. Raj A. Miskeen and 5) Mrs. Pratibha V Kar became the legal heirs of Late Shree Trilokinath Gopinath Mam in accordance with his 'WILL' and the conditions mentioned therein. During the interim period that is the period from filing of affidavit in the High Court Of Mumbai for probate and the actual probate order, an attractive offer by a builder from Kalyan was made and it was agreed by the legal heirs to pursue the matter with the builder. After incurring expenses to the tune of Rs. 30,000/- towards legal opinion and draft agreement, the builder backed off at the last moment without giving any reasons whatsoever.
5. As a result of various inadequate proposals given by different builders and their backing off at the last minute, it was decided that the legal heirs referred to hereinabove will take up the re-development of the present 'Mam Mansion' as discussed and agreed earlier and recorded at point no. 1) above. It was thus agreed that the five legal heirs will make a initial contribution of Rs.8 lacs each making the total contribution to Rs. 40 lacs. It was also agreed that the Equity shares of the companies which can be sold shall be sold and the money raised shall be made part of the contribution towards the finance required for the re-development and the distribution of the money so raised shall be in accordance with the 'Will' and the probate. The 'WILL' provided that whatever amount Mrs. Leela T Mam wanted to retain from the Fixed Deposits, she could and accordingly she decided to retain all the money from the fixed deposits. Mrs. Leela T Mam also decided to keep Rs. Ten Lacs from the amount collected after selling of the equity shares. The balance amount so collected shall be treated as contribution from the other four legal heirs in the 70:30 ratio between the sons and daughters and in accordance with the 'WILL'.



development of the Mam Mansion. For ease of understanding if Rs 24 lacs are raised by selling the equity shares then Mrs. Leela T Mam will retain Rs. 2 lacs for her personal use and make her contribution of Rs. 8 lacs for re-development. The balance of Rs 14 Lacs will be used as contribution from other four legal heirs in 70:30 ratio between the brothers and sisters. Thus Rs. 9.80 lacs will be considered as contribution from the two brothers and Rs. 4.20 lacs will be considered as contribution from the two sisters. Thus Rs.4.9Lacs will be the amount paid by each of the two brothers Mr. Ajitkumar T Mam and Ashokkumar T Mam and they shall now have to contribute Rs.3.1 lacs each from their own resources to make the total contribution to Rs.8 Lacs each. As regards the two sisters Mrs. Raj alias Rajkumari A Miskeen and Mrs. Pratibha V Kar are concerned, their share after selling of the equity shares will be Rs. 2.1 lacs each. They shall now have to contribute Rs.5.9 lacs each from their own resources to make their total contribution to Rs.8 lacs each. The money already contributed by all shall be considered part of the contribution from the individual's own resources and will stand to be deducted from his/her contribution to be made. *The Five legal heirs agree to contribute Rs 8 lacs each, that is a total of Rs. Forty lacs in the manner as detailed hereinabove.

6. It was unanimously agreed that Mr. Virender Kar H/o of Mrs. Pratibha Kar would be given the 'Power of Attorney' by the legal heirs and he shall take up the responsibility of obtaining the probate from the High Court of Mumbai by engaging a lawyer and following up at High Court of Mumbai. He would also take the responsibility of re-development of the present 'Mam Mansion' including all required paper work, transfer of property in the names of legal heirs etc. The "Power of Attorney" in favour of Mr. Virender Kar was signed by the legal owners in presence of the Notary Mr. Sharma on 16/05/2006 voluntarily and of their own free will.
7. It was also agreed that a partnership firm shall be formed by the legal heirs and Mr. Virender Kar shall be given the 'Power of Attorney' of that Firm also to execute and complete the re-development of the present 'Mam Mansion'. There shall be two signatories to operate the account opened by the partnership firm and Mr. Virender Kar shall be one of the signatories to the account. All the five legal heirs shall be signatories to the account. The account shall be operated by any one of the two signatories. It will be intimated to the Bank that the account shall not be operated by Mrs. Pratibha V Kar and Mr. Virender Kar jointly as two signatories.
8. It was agreed by all legal heirs that Mr. Virender Kar shall be...

NOTARY



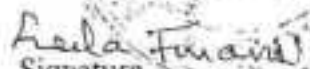
completed and apart from official payments for which receipts are available, the amount spent in Collector's Office is Rs. 1.55lacs and Rs. 61000/- in City Survey Office. These payments have been paid through the Architect besides having paid Rs. 7000/- to the Architect There was a need for correction of records at City Survey Office.

13. The parties hereto and each of them doth hereby acquit, release and discharge the other and others of any sums, liabilities and other things due and payable to each of them by the other or others and agree that they do not have any claim or demand equitable or otherwise in to, over and upon the properties, except in the manner and to the extent as mentioned hereinabove and shall not forever raise any condition or claims against them or any of them and shall not raise any dispute whatsoever in relation thereto and they also hereby record that they and each of them have agreed to recognise and accept the other and others as the absolute owners of the share in the properties allotted to them hereinabove and/or having the rights and interest as reallocated to them.
14. The aforesaid recitals shall form the integral part of this document.
15. The parties hereto further record that they have agreed that the respective share in the properties allotted to the respective parties as recorded hereinabove shall be absolute property and/or rights of the respective parties and their respective heirs, executors, administrators, assigns shall have absolute authority to enjoy, enter into and upon the properties and/or rights allotted to them without any obstruction or hindrance of other or others of them or the agents, servants, employees or any other person claiming through or under them whether in trust or otherwise and shall be entitled to have, hold use and enjoy the properties and/or right so allotted for ever freely, clearly and absolutely.
16. The parties hereto further agree that the respective allottees shall be entitled to dispose of or deal with the said interests in the properties allocated to him/her or them in terms of this family arrangement without any consent of the other or others.
17. The parties hereto hereby covenant with each other that they shall comply with and accept the foretasted family arrangement in Toto.

hereinabove written. This Deed of family arrangement was read and explained to
to all and we all agree with all the contents

We Have Read, Understood And Agreed with The Contents Mentioned In This
Above Deed Of Family Arrangement.

1. SIGNED AND DELIVERED by the
Within named Mrs. Leela Trilokinath Mam.
The party of the FIRST PART


Signature

2. SIGNED AND DELIVERED by the)
Within named Mr. Ajitkumar Trilokinath Mam)
The party of the Second PART

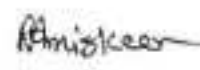

Signature

3. SIGNED AND DELIVERED by the)
Within named Mr. Ashokkumar Trilokinath Mam)
The party of the THIRD PART



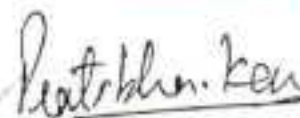

Signature

4. SIGNED AND DELIVERED by the)
Within named Mrs. Raj A. Miskeen)
The party of the FOURTH PART


Signature

**TRUE COPY
CERTIFIED**

5. SIGNED AND DELIVERED by the)
Within named Mrs. Pratibha V. Kar)
The party of the FIFTH PART


Signature



HARKISHIN B. SHARMA
ADVOCATE & NOTARY
1, OJAS BLDG., GROUND FLOOR,
NEAR RATION OFFICE, S.N. ROAD,
MULUND (W), MUMBAI - 400 080
TEL. NO.: 25622000, 25622001, 25622002
28 DEC 2006
14 DEC 2006

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