

as well as their legal heirs, legal representatives, executors, administrators, successors and assigns.)

WHEREAS, Late Shri Janak S/o Late Hazarilal Garg purchased an agricultural land in his name and in name of abovesaid parties bearing Khasara No. 209, Patwari Halka No. 13, Mouza Bhilgaon, Tehsil Kamptee, District Nagpur admeasuring 4.04 Hectares approximately about 10 Acres from one Shri Keshavrao S/o Jangluji Makde vide registered sale deed dated 28.12.1989 and 1.1.1990 before the Sub-Registrar Kamptee, District Nagpur, jointly originally owned and possessed the land fully described here below:

SCHEDULE OF THE PROPERTY "A" in view of sale deed dated 28.12.1989

All That, piece and parcel of the said agricultural land consisting of land admeasuring 2.25 Hectares i.e. about 5.56 Acres being western portion of Khasara No. 209, Patwari Halka No. 15, Mouza Bhilgaon, Tehsil Kamptee, District Nagpur, situated on Kamptee Road, Behind MHKS Petrol Pump, on Bhilgaon-Kairi Shiv, including all other easementary rights appurtenant and belonging thereto and is bounded as under:

On the North : Bhilgaon-Kahiri Shiv
On the South: Land of Shri Tusiram Wanjari
On the East : Land of Shri Keshavrao Makde
On the West : Land of Shri Umrao Makde

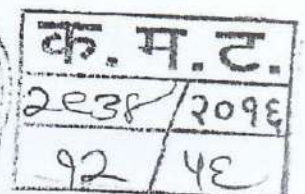
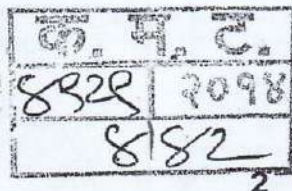
SCHEDULE OF THE PROPERTY "B" in view of sale deed dated 1.1.1990

All That, piece and parcel of the said agricultural land consisting of land admeasuring 4.79 Hectares i.e. about 4.44 Acres being western portion of Khasara No. 209, Patwari Halka No. 15, Mouza Bhilgaon, Tehsil Kamptee, District Nagpur, situated on Kamptee Road, Behind MHKS Petrol Pump, on Bhilgaon-Kairi Shiv, including all other easementary rights appurtenant and belonging thereto and is bounded as under:

On the North : Bhilgaon-Kahiri Shiv
On the South : Land of Shri Tusiram Wanjari
On the East : Land of Shri Govindrao Kumbhare
On the West : Land of Shri Janak Garg

WHEREAS, Shri Janak S/o Hazarilal Garg expired on 17.8.2006 i.e. husband of PARTY NO.1 and father of PARTY NO.2, PARTY NO.3 and PARTY NO.4 leaving behind above said parties as his legal heirs.

WHEREAS, Late Shri Janak S/o Late Shri Hazarilal Garg during his lifetime has sold certain portions of the said agricultural land about 3 Acres to one Dr G.D. Ostwal R/o Nagpur vide sale deed dated 17.2.2000, and about 2 Acres to MHKS Amin Transport,



Nagpur vide sale deed dated 26.7.1999 and about 1 Acre to M/s Opal Enterprises Pvt Ltd, Nagpur vide sale deed dated 29.10.1998 and 20.10.2006.

WHEREAS, abovesaid parties are now joint owners and are in possession of the remaining portion of the said agricultural land of admeasuring 4 Acres and after mutations in Government Land Record the respective Khasara No. is now 209/1 as per Form 7/12 owned by abovesaid parties along with 1 Acre belonging to M/s Opal Enterprises Pvt Ltd, Nagpur which is being part and parcel of this Deed of Partition.

WHEREAS, Late Shri Janak S/o Late Shri Hazarilal Garg executed an notarized DEED of WILL dated 19.3.2003 before his death, in which he has declared his wish and desire to give his share, interest and title as mentioned in the said DEED of WILL dated 19.3.2003 as below:

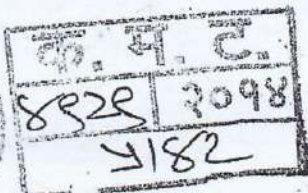
Therefore Sharing of Kamptee Road, Mouza Bhilgaon 4 acre land as per Late Shri Janak Garg's notarized Will Dated 19.3.2003 as below:

1. 34,848 Square Foot to Shri Vikas S/o Late Shri Janak Garg
2. 34,848 Square Foot to Shri Prabhat S/o Late Shri Janak Garg
3. 42,848 Square Foot to Smt Chandana P. Sawant
4. 61,696 Square Foot to Smt Madhu Wd/o Late Shri Janak Garg

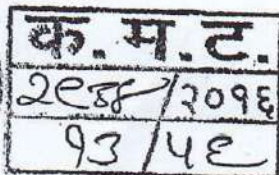
WHEREAS, now the abovesaid parties decided to effect partition of their respective shares by the way of this DEED of PARTITION between the parties so also to maintain cordial and proper relations for all times to come, all the parties abovesaid have already settled their respective shares, rights and interest in the said agricultural land mentioned hereabove and that the respective parties have already put in possession of their respective share settled and allotted to them in the family settlement already made by them. However in order to have some documentary evidence of mutual settlement already effected and acted upon by the parties they have decided to execute the present DEED of PARTITION, in order to give details thereof so the above parties should have documentary evidence of their respective share, rights, and interest in the said agricultural land and so therefore the present DEED of PARTITION is being reduced into writing.

NOW THEREFORE THIS DEED OF PARTITION WITNESSETH AS UNDER:

1. Its is specifically agreed and accepted by all the parties that in order to avoid the inconvenience and any dispute in future the parties have already settled and decided and also acted upon the understanding there by giving all the share, right and interest in respect of portion of 34,848.00 Square Foot of land in favor of PARTY NO.2 in the agricultural land described in the Schedule "A".



3



The parties have fully and finally agreed that PARTY NO.2 i.e. Shri Prabhat S/o Late Shri Janak Garg shall be in actual physical possession and shall also be exclusive and absolute owner in respect of the portion of 34,848.00 Square Foot of land in favor of PARTY NO.2 in the land described in the Schedule "A" as shown and marked in the attached map hereto in "RED". None of the other parties i.e. PARTY NO.1, PARTY NO.3 and PARTY NO.4 shall claim any share, right, title and interest in the said portion of PARTY NO.2. It is also further made clear that PARTY NO.2 shall be absolute and exclusive owner of the respective share fully described in this paragraph.

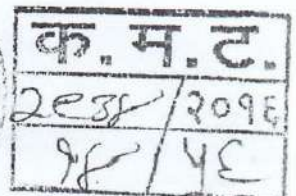
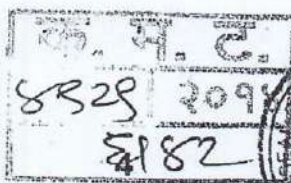
SCHEDULE "A" OF THE PROPERTY

All That, piece and parcel of the said agricultural land consisting of land admeasuring 34,848.00 Square Foot of land clearly marked as 'IJKL' consisting of total 34,848.00 Square Foot of land as shown in map annexed herewith, bearing Khasara No. 209/1, Mouza Bhilgaon, Patwari Halka No. 13, Tehsil Kamptee, District Nagpur, situated on Kamptee Road, Behind MHKS Petrol Pump, on Bhilgaon-Kairi Shiv, including all other easementary rights appurtenant and belonging thereto and is bounded as under:

34,848.00 Square Foot of land clearly marked as 'ABCD'

On the North : Bhilgaon-Kahiri Shiv
On the South : Suman Vihar
On the East : Land of Party No.4
On the West : Land of Party No.1

2. Its is specifically agreed and accepted by all the parties that in order to avoid the inconvenience and any dispute in future the parties have already settled and decided and also acted upon the understanding there by giving all the share, right and interest in respect of portion of 34,848.00 Square Foot of land in favor of PARTY NO.3 in the agricultural land described in the Schedule "B". The parties have fully and finally agreed that PARTY NO.3 i.e. Shri Vikas S/o Late Shri Janak Garg shall be in actual physical possession and shall also be exclusive and absolute owner in respect of the portion of 34,848.00 Square Foot of land in favor of PARTY NO.3 in the land admeasuring 21,780.00 Square Foot of land described in the Schedule "B" and the land admeasuring 13,068.00 Square Foot of land described in Schedule "C" consisting of total of 34,848.00 Square Foot of land as shown and marked in the attached map hereto in "YELLOW". None of the other parties i.e. PARTY NO.1, PARTY NO.2 and PARTY NO.4 shall claim any share, right, title and interest in the said portion of PARTY NO.3. It is also further made clear that PARTY NO.3 shall be



absolute and exclusive owner of the respective share fully described in this paragraph.

SCHEDULE "B" OF THE PROPERTY

All That, piece and parcel of the said agricultural land consisting of land admeasuring 21,780.00 Square Foot of land clearly marked as 'ABCD' consisting of total of 21,780.00 Square Foot of land as shown in map annexed herewith, bearing Khasara No. 209/1, Mouza Bhilgaon, Patwari Halka No. 13, Tehsil Kamptee, District Nagpur, situated on Kamptee Road, Behind MHKS Petrol Pump, on Bhilgaon-Kairi Shiv, including all other easementary rights appurtenant and belonging thereto and is bounded as under:

21,780.00 Square Foot of land clearly marked as 'ABCD'

On the North : Bhilgaon-Kahiri Shiv
On the South : 2 Acre Land of MHKS
On the East : Land of MHKS
On the West : 1 Acre Land of Opal Enterprises

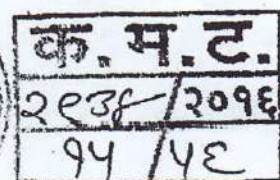
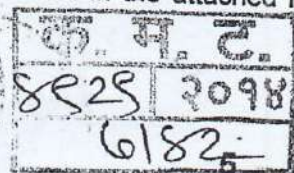
SCHEDULE "C" OF THE PROPERTY

All That, piece and parcel of the said agricultural land consisting of land admeasuring 13,068.00 Square Foot of land clearly marked as 'EFGH' consisting of total of 13,068.00 Square Foot of land as shown in map annexed herewith, bearing Khasara No. 209/1, Mouza Bhilgaon, Patwari Halka No. 13, Tehsil Kamptee, District Nagpur, situated on Kamptee Road, Behind MHKS Petrol Pump, on Bhilgaon-Kairi Shiv, including all other easementary rights appurtenant and belonging thereto and is bounded as under:

13,068.00 Square Foot of land clearly marked as 'EFGH'

On the North : Bhilgaon-Kahiri Shiv
On the South : 2 Acre Land of MHKS
On the East : 1 Acre Land of Opal Enterprises
On the West : Land of PARTY NO.4

3. Its is specifically agreed and accepted by all the parties that in order to avoid the inconvenience and any dispute in future the parties have already settled and decided and also acted upon the understanding there by giving all the share, right and interest in respect of portion of 42,848.00 Square Foot of land in favor of PARTY NO.4 in the agricultural land described in the Schedule "D". The parties have fully and finally agreed that PARTY NO.4 i.e. Smt Chandana W/o Pradeep Sawant shall be in actual physical possession and shall also be exclusive and absolute owner in respect of the portion of 42,848.00 Square Foot of land in favor of PARTY NO.4 in the land described in the Schedule "D" as shown and marked in the attached map hereto in "GREEN". None of the



other parties i.e. PARTY NO.1, PARTY NO.2 and PARTY NO.3 shall claim any share, right, title and interest in the said portion of PARTY NO.3. It is also further made clear that PARTY NO.4 shall be absolute and exclusive owner of the respective share fully described in this paragraph.

SCHEDULE "D" OF THE PROPERTY

All That, piece and parcel of the said agricultural land consisting of land admeasuring 42,848.00 Square Foot of land of land clearly marked as 'MNOP' consisting of total 42,848.00 Square Foot of land of land as shown in map annexed herewith, bearing Khasara No. 209/1, Mouza Bhilgaon, Patwari Halka No. 13, Tehsil Kamptee, District Nagpur, situated on Kamptee Road, Behind MHKS Petrol Pump, on Bhilgaon-Kairi Shiv, including all other easementary rights appurtenant and belonging thereto and is bounded as under:

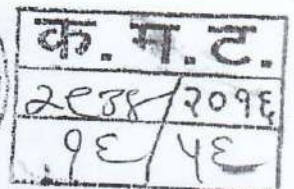
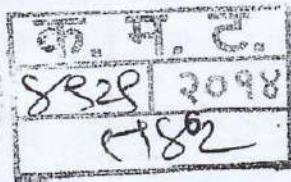
42,848.00 Square Foot of land clearly marked as 'IJKL'

On the North : Bhilgaon-Kahiri Shiv -
On the South : Suman Vihar
On the East : Land of PARTY NO.3
On the West : Land of PARTY NO.2

4. Its is specifically agreed and accepted by all the parties that in order to avoid the inconvenience and any dispute in future the parties have already settled and decided and also acted upon the understanding there by giving all the share, right and interest in respect of portion of 61,696.00 Square Foot of land in favor of PARTY NO.1 in the agricultural land described in the Schedule "E". The parties have fully any finally agreed that PARTY NO.1 i.e. Smt Madhu Wd/o Late Shri Janak Garg shall be in actual physical possession and shall also be exclusive and absolute owner in respect of the portion of 61,696.00 Square Foot of land in favor of PARTY NO.1 in the land described in the Schedule "E" as shown and marked in the attached map hereto in "GREEN". None of the other parties i.e. PARTY NO.1, PARTY NO.2 and PARTY NO.3 shall claim any share, right, title and interest in the said portion of PARTY NO.3. It is also further made clear that PARTY NO.4 shall be absolute and exclusive owner of the respective share fully described in this paragraph.

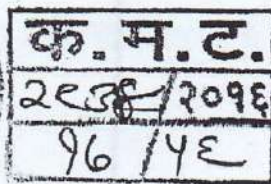
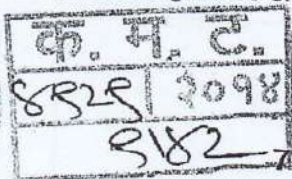
SCHEDULE "E" OF THE PROPERTY

All That, piece and parcel of the said agricultural land consisting of land admeasuring 61,696.00 Square Foot of land clearly marked as 'MNOP' consisting of total 61,696.00 Square Foot as shown in map annexed herewith, bearing Khasara No. 209/1, Mouza Bhilgaon, Patwari Halka No. 13, Tehsil Kamptee, District Nagpur, situated on Kamptee Road, Behind MHKS Petrol



On the East : Land of PARTY NO.2
On the West : 3 Acre Land of Dr Ostwal

5. That, either of the party can let, give on license their respective share/portion to any third party and there shall be no necessity of taking 'No Objection' from either of the parties.
6. That, it is specifically agreed and decided between the above parties that all the parties shall be entitled to use, enjoy and occupy there respective share, right, interest and title in the said land allotted to them mentioned hereabove exclusively and absolutely without any hindrance, objection and interference from any other party or any person, claimant through them. All the rights of the other party stands surrendered in favour of such party in whose favour the respective land has been allotted and mentioned hereabove.
7. That, in view of the full and final settlement, arrangement arrived at between the parties regarding their rights and interest which have decided amicably and considering their conveniences and as such, the right of the parties are fully and finally decided and none of the parties shall be entitled to claim any right, interest and title so also to make any demand or claim against each other of any nature whatsoever.
8. That, all the parties hereby accept and admit that they shall co-operate with each other for giving full effect to the family settlement already acted upon and to give effect to this DEED of PARTITION. For the purpose of conveniences of the parties, the all above parties prepared identical documents of this DEED of PARTITION with the purpose that each party should possess original documents with them about there respective sole share, right, interest and title in the said land as mentioned hereabove.
9. That, all the parties hereby declare that they are having 'No Objection' against each other for mutating there respective share/portion in the said land in their individual name in the official record of Revenue Department of the Government and Semi-Government.
10. That, all the parties hereby declare that they will co-operate with each other and will put there respective signature on all the relevant and necessary documents



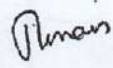
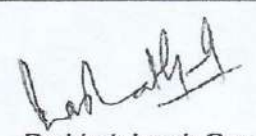
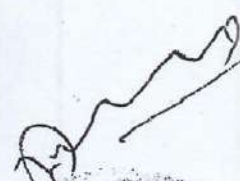
and papers or execute affidavit, for affecting mutation or for any other purpose for benefit of each party.

11. That, each party will be free to sell, transfer and dispose-off their respective share to any third party as per their convenience and need, individually or collectively..
12. That, all the parties agree that any party can sell to or buy from any party its share in future as per prevailing market rates at that time as per their convenience and need, individually or collectively.
13. That, all the parties agree to give right of passage of minimum 15 feet road / pathway from their respective share to each other for free ingress and egress.

In witness whereof, this DEED of PARTITION has been executed on the day and the year first mentioned above.

Drafted by Toal & Tolani Associates Chhoti Dhanoli, Nagpur
As per the Instructions & Documents Provided by the parties,


12/08/14

Witnesses:	Photo	Left Hand Thumb Impression	Signature
1)  			 Prabhat Janak Garg For self and as Constituted Attorney of Madhu Janak Garg & Chandana P. Sawant PARTY NO. 1, 2 & 4
2)  			 Vikas Janak Garg PARTY NO.3



व उप-विभाग क्रमांक	क्षेत्र		आकारणी किंवा जोडणी		दुसाता जमिनी वरिल सामान		स्थानिक उपकर				एकुण	
							जि. प.		जि. प.			
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सत्यप्रतिलिपी

[Signature]
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१५

[Signature]



क. म. ट.
४९२५/२०१४
१९/१४



क. म. ट.
२९३४/२०१६
१९/१६

