

To, Date: - 31st July, 2023

**Bombay Stock Exchange Ltd** 

Corporate Relationship Department 1st Floor, New Trading Ring, Rotunda Building, P.J. Towers, Dalal Street, Fort, Mumbai- 400001

(Scrip Code No: 500418)

National Stock Exchange of India Ltd

Exchange Plaza, C-1, Block G, BandraKurla Complex, Bandra (E), Mumbai – 400 051

(Scrip Code: Tokyo Plast)

<u>Sub: - Intimation of Deed of Family Arrangement under Regulations 30 and 30A of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.</u>

Dear Sir,

In terms the Regulations 30 and 30A of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as recently amended by SEBI Circular bearing No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, in due compliance, we wish to inform you that promoters of the company was entered in to agreement of family settlement in the year 2021 and the same was submitted to the stock exchange during the process of reclassification of promoters.

Please find enclosed herewith the details of the Family Arrangement Agreement.

We request you to kindly take the information on your records.

Thanking you,

Yours faithfully,

For Tokyo Plast International Limited

Rekha Bagda Company Secretary





## Deed of Family Arrangement is made at Mumbai this 27th Day of December 2021.

1. Name(s) of parties with whom the agreement is entered; **Deed of Family Arrangement**.

Parties Name: - 1) Shri Malshi Lakhdhir Sha 2) Shri Pravin Malshi Shah 3) Smt. Pushpa Pravin Shah 4) Shri Bharat Malshi Shah 5) Smt Heena Bahart Shah	collectively be referred to as "said Malshi
6) Shri Velji Lakhadhir Shah 7) Shri Haresh Velji Shah	(The party of the sixth part to seventh part shall collectively be referred to as "said Velji Group")
8) Shri Rayshi Lakhdhir Sha 9) Smt Maniben Rayshi Sha 10) Shri Chirag Rayshi Shah 11) Shri Ankur Rayshi Shah	h collectively be referred to as "said Rayshi
12) Shri Jagshi Lakhdhir Sha	(The parties of the first part to twelfth part shall hereinafter collectively be referred to as the Parties and individually as 'party')

- 2. Purpose of entering into the agreement; Family Settlement Deed.
- 3. Shareholding, if any, in the entity with whom the agreement is executed;

Name of the Shareholders	Number of Shares Held
Rayshi Lakhdir Shah	20
Ankur Rayshi Shah	19000
Chirag Rayshi Shah	25500
Pushpa P Shah	142866
Maniben Rayshi Shah	144980
Heena Bharat Shah	170885
Priti Haresh Shah	574265
Priyaj Haresh Shah	2539918
Dharmil Haresh Shah	2555989





Velji Lakhadir Shah	Nil
Malshi Lakhdhir Shah	Nil
Haresh V Shah	Nil
Bharat Malshi Shah	Nil
Pravin Malshi Shah	Nil

4. significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;

## Terms of Agreement:-

- 1) In pursuance of the amicable understanding and upon execution of this Deed, The Party of the First Part i.e. the said Malshi, the party of the second part i.e. said Pravin the party of the third part i.e. Said Pushpa, the party of the Fourth Part i.e. the said Bharat, the party of the Fifth Part i.e. said Heena (the said Malshi Group) and the party of the eight part i.e. said part Rayshi, the party of the Ninth Part i.e. the said Maniben, the party of the tenth Tenth Part i.e. the said Chirag and the Party of the Eleventh Part i.e. said Ankur and the party of the said Twelfth part i.e. said Jagshi all for themselves and their respective legal heirs and successors, shall have absolutely no rights, interest, claims etc whatsoever in the said company "Tokyo Plast International Limited".
- 2) the said malshi, said Pravin said Pushpa said Bharat said Heena said Rayshi, said Maniben, said Chirag and said Ankur shall cease to be the retire as promoters of the said company. Furthermore, their respective legal heirs & successors to shall cease to have any claims in respect to the same in the said company "Tokyo Plast International Limited".
- 3) The said Jagshi to shall cease to have control, claims etc over the said company. "Tokyo Plast International Limited".
- 4) It is further agreed and recorded as under:-
- a) that all the assets (both tangible & intangible assests), liabilities, properties, profits, loss, stock, business intellectual properties etc.of the said companies and the day to day business of the said company shall solely and exclusively be managed by the said Velji Group & Other directors of the said company and the said malshi group and Rayshi Group and said jagshi shall have absolutely no control on the said company and shall not interfere in the day to day business of the said company.
- b) the said Malshi Group, said Rayshi Group and the said Jagshi do hereby severally and jointly for themselves and their respective legal heirs and successors do hereby irrevocably release, surrender, relinguish, resign and give up all/any of their claims, remuneration, rights, interest, powers authorities etc

vis-à-vis the said company and the said Malshi Group, said Rayshi Group and said Jagshi shall have no direct or indirect right, control, claims of whatsoever nature on the said company.

5) The said Malshi Group, said Rayshi Group and said Jagshi agree that the said company through said velji group & other Directors ashall be free to deal with its interests without any consent, hindrances, Obstruction, Claim etc from them.





- 6) The parties hereto and each of them doth hereby acquit, release and discharge the other as well as the said company 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 of individual parties and of the said company shall not forever raise any conditions or claims against them or any of them and shall not raise any dispute whatsoever in relation thereto
- 7) The said Malshi, Said Pravin, Said Pushpa, said Bahrat, said Heena, said Rayshi, said Maniben, said Chirag, said Ankur and said jagshi hereto agree that they shall individually or jointly (as the case may be) execute such documents. Letters, declaration, writings, deeds etc. as may be necessary or required and register the same to effectively implement the understanding /objects of the Deed.
- 5. The said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship; Yes

List of Relationship of the related to promoter/promoter group/ group companies.	
1) Velji L. Shah (Managing Director /Promoter)	
☐ Haresh Shah (Son)	
☐ Priti Haresh Shah (Daughter in law)	
☐ Priyaj Haresh Shah (Grand Son)	
☐ Dharmil Haresh Shah (Grand Son)	
☐ Drishti Priyaj Shah (Grand Daughter in law)	
☐ Rayshi L. Shah (Brother)	
☐ Malshi L. Shah (Brother)	
☐ Maniben Rayshi Shah(Sister in law)	
☐ Ankur Rayshi Shah (Brother's son)	
☐ Chirag Rayshi Shah (Brother's son)	
☐ Bharat Malshibhai Shah (Brother's son)'	
☐ Pravin Malshi Shah(Brother's son)	
☐ Pushpa Pravin Shah( Brother's Daughter in law)	
☐ Heena Bharat Shah(Brother's Daughter in law)	
2) Haresh V. Shah (Director /Promoter)	
☐ Velji Lakahdhir Shah (Dad)	
☐ Priti Haresh Shah (Wife)	
☐ Priyaj Haresh Shah (Son)	





☐ Dharmil Haresh Shah (Son)
☐ Drishti Priyaj Shah (Daughter in law)
☐ Rayshi L. Shah (Uncle)
☐ Malshi L. Shah (Uncle)
☐ Maniben Rayshi Shah(Aunty)
☐ Ankur Rayshi Shah (Cousin Brother)
☐ Chirag Rayshi Shah (Cousin Brother)
☐ Bharat Malshibhai Shah (Cousin Brother)
☐ Pravin Malshi Shah(Cousin Brother)
☐ Pushpa Pravin Shah(Sister in law)
☐ Heena Bharat Shah(Sister in law)
3) Priti Haresh Shah (Promoter)
☐ Haresh Shah (Husband)
☐ Priyaj Haresh Shah (Son)
☐ Dharmil Haresh Shah (Son)
☐ Drishti Priyaj Shah (Daughter in law)
☐ Velji Lakahdhir Shah (father in law)
☐ Rayshi L. Shah (Uncle)
☐ Malshi L. Shah (Uncle)
☐ Maniben Rayshi Shah(Aunty)
☐ Ankur Rayshi Shah (Cousin Brother in law)
☐ Chirag Rayshi Shah (Cousin Brother in law)
☐ Bharat Malshibhai Shah (Cousin Brother in law)
☐ Pravin Malshi Shah(Cousin Brother in law)
☐ Pushpa Pravin Shah(Sister in law)
☐ Heena Bharat Shah(Sister in law)
4) Priyaj H. Shah (Director /Promoter)
☐ Haresh Shah (Dad)
☐ Priti Haresh Shah (Mom)
☐ Dharmil Haresh Shah (Brother)
☐ Drishti Priyaj Shah (Wife)
☐ Velji Lakahdhir Shah (Grand Father)





"	ne min sumance
	☐ Rayshi L. Shah (Grand Father)
	☐ Malshi L. Shah (Grand Father))
	☐ Maniben Rayshi Shah(Grand Mother)
	☐ Ankur Rayshi Shah (Uncle )
	☐ Chirag Rayshi Shah (Uncle)
	☐ Bharat Malshibhai Shah (Uncle)
	☐ Pravin Malshi Shah(Uncle)
	☐ Pushpa Pravin Shah(Aunty)
	☐ Heena Bharat Shah(Aunty)
	5) DI
	5) Dharmil H. Shah (Promoter)  ☐ Haresh Shah (Father)
	☐ Priti Haresh Shah (Mother)
	☐ Priyaj Haresh Shah (Brother)
	☐ Velji Lakahdhir Shah (Grand Father)
	☐ Drishti Priyaj Shah (Sister in law)
	□ Rayshi L. Shah (Grand Father)
	☐ Malshi L. Shah (Grand Father))
	☐ Maniben Rayshi Shah(Grand Mother)
	☐ Ankur Rayshi Shah (Uncle)
	☐ Chirag Rayshi Shah (Uncle)
	☐ Bharat Malshibhai Shah (Uncle)
	☐ Pravin Malshi Shah( Uncle)
	☐ Pushpa Pravin Shah( Aunty)
	☐ Heena Bharat Shah(Aunty
	Due to marriage of Ms. Drashti Nandu with Mr. Priyaj Haresh Shah (promoter of company) on 28 <sup>th</sup> November, 2022 comes under the category of Promoters group.
	6) Drishti Priyaj Shah (Promoter Group)
	☐ Haresh Shah (Father in Law)
	☐ Priti Haresh Shah (Mother in Law)
	☐ Dharmil Haresh Shah (Brother in Law)
	☐ Priyaj Haresh Shah (Husband)
	☐ Velji Lakahdhir Shah (Grand Father in law)





☐ Rayshi L. Shah (Grand Father in law)
☐ Malshi L. Shah (Grand Father in law)
☐ Maniben Rayshi Shah(Garnd mother in law)
☐ Ankur Rayshi Shah (Uncle in law )
☐ Chirag Rayshi Shah (Uncle in law)
☐ Bharat Malshibhai Shah (Uncle in law)
☐ Pravin Malshi Shah(Uncle in law)
☐ Pushpa Pravin Shah(Aunty in law)
☐ Heena Bharat Shah(Aunty in law)
7) Tokyo Finance Limited (Promoter Group )

- 6. Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"; **Yes**
- 7. In case of issuance of shares to the parties, details of issue price, class of shares issued; NA
- 8. any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.; **NA**