



महाराष्ट्र MAHARASHTRA

2023

BY 824567

NOTARIAL REG.

ENTRY NO. 6971

DATE 11/10/2023

**WRITTEN DECLARATION / AGREEMENT OF
ASSOCIATION OF PERSONS**

29 SEP 2023
28 SEP 2023

This Written Declaration / Agreement of Association of Persons
{"AGREEMENT" or "DEED"} is made & executed on this 3rd day of October 2023
by and between -

MUKUNDA KESHAVAM INFRAVENTURES LLP, duly incorporated as per Limited Liability Partnership Act, 2008 (LLP Identification Number: **ACA-7111**, Permanent Account No. (PAN) **ABXFM0282C** and Tax Deduction and Collection Account Number (TAN) **NGPM11251C**) having its Registered Office at C/o. Mr. Paresh M. Ved, 251, Small Factory Area, Bhandara Road, Bagadganj, Nagpur - 440008 acting through and represented by its Designated Partners 1) **MR. VRAJESH S/O. PARESH VED**, Aged about 25 Years, Occupation - Business, Resident of "Shreyas", Plot No. 162, Canal Road, Ramdaspath, Nagpur - 440010 {Permanent Account No. **AWVPV9428J**, Aadhaar No. 3416 5209 8404, Mobile No. 9767740864, Email Id: **vpved22@gmail.com**}; 2) **MR. SUKESH S/O. SHAILESH VED**, Aged about 29 Years, Occupation - Business, Resident of "Shreyas", Plot



Ramdaspath, Nagpur – 440010 {Permanent Account No. AOZPV8099M, Aadhaar No. 3396 5491 6882, Mobile No. 9527202181 & Email Id : sureshved@gmail.com} and **3) MR. AKSHAT S/O. RAMKRISHNA PODDAR**, Aged about 22 Years, Occupation – Business, Resident of 924, Keshavam, Deshpande Layout, Nagpur - 440008 {Permanent Account No. FQPPP7546J, Aadhaar No. 6615 5037 6950, Mobile No. 9325254747, Email Id : akshat.poddar500@gmail.com} (Hereinafter referred to and called as the “**MEMBER NO. 1**”, which expression shall, unless repugnant to the context or meaning thereof always mean and include the said LLP and its Designated Partners as well as their respective heirs, legal representatives, executors administrators, successors and assigns) of the **FIRST PART**;

AND

MR. RAMSWARUP S/O. SHANKARLALJI SARDA, Aged about 76 Years, Occupation – Business/Agriculturist, Resident of 14, Daga Layout, North Ambazari Road, Nagpur - 440010 {Permanent Account No. ABOPS7386L, Aadhaar No. 5940 6252 8369, Mobile No. 9822213366 & Email Id: rrsarda@yahoo.com} (Hereinafter called to and referred as “**MEMBER NO. 2**”, which expression shall unless repugnant to the context or meaning thereof always mean and include the said Member No. 2 as well as his heirs, legal representatives, executors administrators, successors and assigns) of the **SECOND PART**;

AND

RAMSONS HOLDINGS PRIVATE LIMITED, A Company incorporated under the provisions of the Companies Act, 1956, having Corporate Identification No.: U67120MH1994PTC080546, Permanent Account No. AAACR9194F and having registered Office at 1st Floor, “Ramsons”, 46, Humpyard Road, Dhantoli, Nagpur – 440012, acting through and represented by its Authorized Director **MR. RAJESH S/O RAMSWARUP SARDA**, aged about 54 years, Occupation: Business, Resident of 14, Daga Lay Out, North Ambazari Road, Nagpur – 440010 (Hereinafter called to and referred as “**MEMBER NO. 3**”, which expression shall unless repugnant to the context or meaning thereof always mean and include the said Company and its Directors, as well as its administrators, executors, liquidators, affiliates, associates, subsidiaries, successors and assigns) of the **THIRD PART**;

AND

RAJESH RAMSWARUP SARDA (HUF), a Hindu Undivided Family {Permanent Account No. AADHS2286M} acting through its Karta **MR. RAJESH S/O RAMSWARUP SARDA**, Aged about 54 years, Occupation: Business/Agriculturist, Resident of 14, Daga Lay Out, North Ambazari Road, Nagpur – 440010 {Aadhaar No. 4049 9387 6992} (Hereinafter called to and referred as “**MEMBER NO. 4**”, which expression shall unless repugnant to the context or meaning thereof mean and include the said HUF

and its members for the time being, the survivor or survivors of them and the heirs, executors, administrators and assigns of such last survivor etc.) of the **FOURTH PART**;

AND

MR. RAJESH S/O RAMSWARUP SARDA, Aged about 54 years, Occupation: Business/Agriculturist, Resident of 14, Daga Lay Out, North Ambazari Road, Nagpur – 440010 {Permanent Account No. AHAPS4925M, Aadhaar No. 4049 9387 6992, Mobile No. 9822213366 & Email Id: rrsarda@yahoo.com} (Hereinafter called to and referred as "**MEMBER NO. 5**", which expression shall unless repugnant to the context or meaning thereof always mean and include the said Member No. 5 as well as his heirs, legal representatives, executors administrators, successors and assigns) of the **FIFTH PART**.

{The Member No. 1, Member No. 2, Member No. 3, Member No. 4 & Member No. 5 shall be individually referred by their respective number and collectively referred as the "**MEMBERS**" or "**PARTIES**" and where the context so requires, words and expression referring to the Members jointly or individually also include the plural and vice versa. Any Reference to Masculine gender shall wherever required include feminine gender and vice versa.}

WHEREAS the Member No. 1 & 2 are absolute owners and in possession of Agriculture Land total admeasuring about 3.9 Hectares (9.63 Acres) comprising of Agriculture Land bearing Khasra No. 246 admeasuring about 2.53 Hectares (6.25 Acres) and Agriculture Land admeasuring about 1.37 Hectares (3.38 Acres) being Eastern portion of entire Agriculture Land bearing Khasra No. 255, admeasuring about 2.19 Hectares i.e. 5.41 Acres of Mouza: Mahalgaon in capacity of Occupant Class 1 (Bhoghwatdar Warg – I – Bhoomiswami Rights) Situated at Mahalgaon, Bhandara Road, Nagpur in Tahsil : Kamptee and District: Nagpur {Hereinafter individually referred as "**Land bearing Khasra No. 246**" & "**Land bearing Khasra No. 255**" respectively}, each having 50% Undivided share, right, interest and possession in the said Lands; AND

WHEREAS the Member No. 1 & Member No. 3 & 4 collectively are absolute owners and in possession of Agriculture Land bearing Khasra No. 256/1/A/1 admeasuring about 2.79 Hectares i.e. 6.89 Acres of Mouza: Mahalgaon in capacity of Occupant Class 1 (Bhoghwatdar Warg – I – Bhoomiswami Rights) Situated at Mahalgaon, Bhandara Road, Nagpur in Tahsil : Kamptee and District: Nagpur {Hereinafter referred as the "**Land bearing Khasra No. 256/1/A/1**"}, the Member No. 1 having 50% Undivided share, right, interest and possession in the said Land and

the Member No. 3 & 4 are collectively having 50% Undivided share, right, interest and possession in the said Land; AND

WHEREAS the Member No. 5 is absolute owner and in possession of Agriculture Land bearing Khasra No. 244 admeasuring about 5.58 Hectares i.e. 13.79 Acres of Mouza: Mahalgaon in capacity of Occupant Class 1 (Bhogwatdar Warg – I – Bhoomiswami Rights) Situated at Mahalgaon, Bhandara Road, Nagpur in Tahsil : Kamptee and District: Nagpur {Hereinafter referred as the "Land bearing Khasra No. 244"} and he has agreed to sale 50% undivided share, right, interest and possession in the said Land to the Member No. 1; AND

WHEREAS the Member No. 2 is absolute owner and in possession of Agriculture Land bearing Khasra No. 245 admeasuring about 3.58 Hectares i.e. 8.85 Acres of Mouza: Mahalgaon in capacity of Occupant Class 1 (Bhogwatdar Warg – I – Bhoomiswami Rights) Situated at Mahalgaon, Bhandara Road, Nagpur in Tahsil : Kamptee and District: Nagpur {Hereinafter referred as the "Land bearing Khasra No. 245"} and he has agreed to sale 50% undivided share, right, interest and possession in the said Land to the Member No. 1; AND

WHEREAS the Land bearing Khasra No. 244, 245, 246, 255 & 256/1/A/1 are total admeasuring about 16.67 Hectares (41.2 Acres) {Hereinafter individually referred with their respective Khasra No and collectively referred as the said "LANDS"};

WHEREAS the Members have mutually and collectively decided to form Association of Persons in the name of "KARMABHOOMI" to develop the layout on said Lands comprising of various plots of different sizes by taking all approvals, permissions and consents by following due process & completing all formalities in two phases; AND

WHEREAS in the First Phase, the total Land admeasuring about 6.69 Hectares (16.523 Acres) comprising of Agriculture Land bearing Khasra No. 246 admeasuring about 2.53 Hectares (6.25 Acres), Agriculture Land admeasuring about 1.37 Hectares (3.38 Acres) being Eastern portion of entire Agriculture Land bearing Khasra No. 255 and Agriculture Land bearing Khasra No. 256/1/A/1 admeasuring about 2.79 Hectares i.e. 6.89 Acres of Mouza: Mahalgaon {Hereinafter referred as "LANDS OF PHASE-I"} shall be developed into layout and in the Second Phase, the total Land admeasuring about 9.16 Hectares (22.64 Acres) comprising of Agriculture Land bearing Khasra No. 244 admeasuring about 5.58 Hectares i.e. 13.79 Acres &

Agriculture Land bearing Khasra No. 245 admeasuring about 3.58 Hectares i.e. 8.85 Acres of Mouza: Mahalgaon {Hereinafter referred as "LANDS OF PHASE-II" } shall be developed into layout in the name of and by the said AOP; AND

WHEREAS for diverse and other reasons it was thought fit to put into writing the purposes / objects of the said AOP and the manner in which the AOP is to be managed and administrated, and hence it is being put into writing by executing Written Declaration / Agreement of Association of Persons; AND

WHEREAS the Member No. 3 Company has authorized and empowered its Director Mr. Rajesh Ramswarup Sarda to represent the Company in the said AOP and also to sign, execute, and register any deed or document in name of and on behalf of the Company by passing resolution in the meeting of its Board of Directors on 3rd October 2023; AND

WHEREAS all formalities essential for execution of Written Declaration / Agreement of Association of Person is completed by the members and accordingly they are executing this Written Declaration / Agreement as under:

NOW THIS WHITEEN DECLARATION / AGREEMENT IS WITNESSETH AS FOLLOWS:

1. EFFECTIVE / COMMENCEMENT DATE OF AOP

The business / activities of the AOP shall be deemed to have commenced with effect from 3rd October, 2023, with pursuant to this Agreement.

2. NAME OF AOP

The name of the Association of Persons shall be "KARMABHOOMI". {Hereinafter referred as "ASSOCIATION" or "AOP"}. The business, project and the activities of said AOP shall be carried out in the same name "KARMABHOOMI" by the Members. The Members with mutual consent may modify the name of said AOP or its project, if so required, by executing addendum or supplementary agreement to that effect.

3. OFFICE / PLACE OF BUSINESS / ACTIVITIES OF AOP:

The principal office and the registered address of this AOP shall be 1st Floor, "Ramsons", 46, Humpyard Road, Dhantoli, Nagpur – 440012. The Members may change/shift the office to a new place as may be mutually agreed by and between the Members from time to time. The Members shall also carry on the activities of the AOP at any other place or places throughout India as may be mutually agreed by and between the Members from time to time.

4. OBJECTIVE AND NATURE OF BUSINESS / ACTIVITIES OF AOP

4.1 The objective of the members for forming this AOP is to develop the layout in the name of "**KARMABHOOMI**", in two phases on the said Lands by carving out various Residential, Industrial & Commercial Plots of different sizes {"Plots"} by following due process of law and getting all approvals & consents from the competent authority; and to carry out the complete activities of development of layout as per the norms & conditions of sanctions; and to sell / transfer the Plots of said Layout to Prospective Transferee(s) for valuable consideration {" **PROJECT**"}

4.2 The Phase – I of the said Project shall be completed on or before 01th September 2025 and the Phase – II of the said Project shall be completed on or before 31st March 2026. The Members can mutually extend the time period if so required.

4.3 This AOP / Agreement is specifically for the said Project only and it will stand terminated upon completion of said Project (unless terminated otherwise) and upon settlement of account between the Members.

5. INVESTMENT AND FIANCIAL ARRANGMENTS: -

5.1 The Members have mutually decided to invest capital and contribute from time to time for the sanctions, permissions, approvals, statutory & regulatory compliances, development, construction, advertising, marketing, and selling of the Plots, taxes and other expenses to be incurred for the said Project in the ratio as mentioned below in the chart –

<u>Sr. No.</u>	<u>Name of Member</u>	<u>Ratio</u>
1.	Mukunda Keshavam Infraventures LLP	50%
2.	Mr. Ramswarup Shankarlalji Sarda	25%
3.	Ramsons Holdings Private Limited	7%
4.	Rajesh Ramswarup Sarda HUF	1%
5.	Mr. Rajesh Ramswarup Sarda	17%

5.2 All amounts to be received from the Prospective Transferee(s) shall be transferred to a separate account to be opened in the name of AOP as mentioned in this Agreement. The amount to be received from the members and the Prospective Transferee(s) shall be initially utilized for development and other costs and expenses of the project and additional amount to be received from the Prospective Transferee(s) shall be paid to Member No. 2 & 5 towards the sale consideration of their land in pursuance to Agreement for Sale as mentioned above. The surplus amount after payment of development and other costs and expenses of the project and payment of

the agreed sale consideration to Member No. 2 & 5, shall be shared by the Members in the ratio as mentioned below in the chart at the end of every month. The Profit or losses of said AOP shall be shared by the Members in the following ratio –

<u>Sr. No.</u>	<u>Name of Member</u>	<u>Ratio</u>
1.	Mukunda Keshavam Infraventures LLP	50%
2.	Mr. Ramswarup Shankarlalji Sarda	25%
3.	Ramsons Holdings Private Limited	7%
4.	Rajesh Ramswarup Sarda HUF	1%
5.	Mr. Rajesh Ramswarup Sarda	17%

5.3 The Member No. 1 shall ensure that the payment of the balance sale consideration of 50% of Undivided share in the lands to be utilized for the Phase-II of the said Project, which they have agreed to purchase from Member No. 2 & 5 as mentioned above, in the stipulated time limit from the amount of their share to be received from the Prospective Transferee(s) and/or from its sources.

5.4 The proper accounts of AOP shall be maintained and net profit shall be calculated upon completion of the project by applying recognized accounting rules on accrual basis. The final accounts shall be audited annually for the determination of net profit therein. The said exercise shall be done within one month from the date of completion of the project. The Profit of the said AOP shall be shared by the members as per the ration mentioned above.

5.5 The Members can mutually & collectively modify the said capital investment ratio from time to time in the interest of the AOP and accordingly their share in the profit & loss of said AOP shall also stand modified.

5.6 The Assets of the AOP purchased from the capital invested by Members shall always be owned and possessed by them as per the ratio mentioned above.

6. BANK OPERATIONS

6.1 The Banker of the AOP shall be appointed as decided by Member No. 1 & 5. The bank account or accounts shall be opened in the name of the AOP and shall be jointly operated by Member No. 1 & 5 on behalf of the said AOP & its members.

6.2 All money, demand drafts, pay orders, cheques, online transactions by IMPS, NEFT, RTGS etc. of the AOP except such amount as shall be required for day-to-day expenses shall be done with & through the Banker of the said AOP.

6.3 The Members shall withdraw the amounts as mutually agreed between Member No. 1 & 5. The withdrawals from the bank account shall be made through an Account Payee cheque or Demand Draft however the Member No. 1 & 5 can mutually & collectively withdraw cash from the Bank Account if so required. Such withdrawals from the bank shall allowed only if both the Authorized Persons of the AOP have signed the cheque.

6.4 The online account of said AOP shall be managed and controlled jointly by Member No. 1 & 5.

6.5 The instruction to operate and manage the bank accounts to the Bankers shall be decided and issued jointly by Member No. 1 & 5.

7. BOOK OF ACCOUNTS.

7.1 The proper books of account shall be kept regularly wherein all the receipts and payments of the money of the AOP and of all Assets and Liabilities of the AOP shall be entered. The accounts of the AOP shall be closed at the end of every financial year and the proper statement of Profit and Loss Account & Balance Sheet be made within three months of closing of the year. The statement and the balance sheet so made shall be signed by Member No. 1 & 5 in token of its acceptance and its correctness and when so signed shall be binding and conclusive except if manifest error be discovered therein after signing thereof is which shall forthwith be corrected.

7.2 The Members shall get the accounts audited by a qualified auditor and such accounts to be finalized and copies of Profit and Loss account and Balance Sheet to be furnished to each Member within three months of the closing of the Accounting Year.

7.3 The account shall be closed on 31st day of March of every accounting year.

7.4 The first accounting year shall be made up to 31st March 2024 from the date of commencement of this Agreement as mentioned in the Clause No. 1 and thereafter the accounting year of the AOP shall start from First April every year and shall be ended on thirty first March of Subsequent year.

8. MANAGEMENT OF THE BUSINESS

8.1 The Members shall actively engage themselves in Business of the AOP and look after day-to-day management of the Business of the AOP. The decisions relating to the conduct of business shall be taken mutually.

8.2 The Members in consultation with each other will manage the day-to-day business of the AOP. The Members shall at all the times during the AOP shall devote their time and attention to the said business, and diligently & faithfully employ themselves for the advantage of the AOP.

8.3 The Members may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between themselves, with respect to any matter connected with the affairs of the AOP, which is not specifically provided for herein.

8.4 The AOP may borrow money/raise loans or accept deposits for the purpose of the business of the AOP from banks, financial institutions or from other lenders as mutually agreed upon by all the Members. The said loan will be used only for the benefit of the AOP and no such amount is to be used for the personal benefits of the Members. If for obtaining the loan, any Member(s) is required to mortgage his/its personal immovable property for security, then all Members shall be liable and responsible for payment of such loan and ensure to release the said mortgaged property from the bank or financial institute.

8.5 No Member shall without the written consent of the other Members do any of the following, namely, dispose of, or encumber any of the assets of the AOP, borrow any money or incur any liability on behalf of the AOP or stop operation of any banking account or cancel any transaction entered into by the AOP. No Member shall without the written consent of other Members prevent any Member from entering the business premises of the AOP.

9. DURATION OF AOP

9.1 This AOP / Agreement is specifically for the said Project only and it will stand terminated upon completion of said Project and upon settlement of account between the Members.

9.2 This AOP will remain in force till completion of this project and settlement of accounts between the Members with reference to said Project. The project shall deem to be completed when all plots are sold/transferred/conveyed to the Prospective Transferee(s) and settlement of account between the members, however after completion of development activity, the Members can mutually decide to conclude the project & terminate this AOP/Agreement by sharing the unsold Plots of the said Project as per the ratio mentioned in this Agreement and by settling account of the said AOP.

9.3 The AOP can be dissolved as and when mutually & unanimously decided by the Members.

9.4 The AOP can be terminated due to breach of any term and condition of this Agreement by any member but subject to following the due process of cure notice. In case of any default or breach of any term of this agreement by any member, the other member/s or any of other members shall give a notice of 30 (Thirty) days of such default or breach to the defaulting member for doing the needful and upon expiry of such notice period, this AOP can be terminated by the affected member.

9.5 It is hereby mutually agreed to by and between the Members that in case of death of any one Member, the AOP shall not be dissolved. In case of death of any Members, the AOP's business shall continue to be carried on by the surviving Members and legal heirs and/or representatives of the deceased Member, as a continuing concern, on the same terms and conditions as incorporated in this Agreement and on such terms and conditions as may have been amended or mutually agreed to by and between them from time to time. In case of death, a person representing the deceased being the eldest legal heir/successor or any other legal heir/successor as nominated collectively by all legal heirs of the Deceased Member, would step into the shoes of the deceased and would be taken as Member. If for any reason the legal heirs of the deceased Member do not wish to continue with the said AOP, then other Members shall continue the AOP's business and by settling the account of deceased Member accordingly. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

9.6 The Company and LLP shall not be liquidated till the completion of Project and it shall be survived by internal changes or arrangement by following due process of law as per the applicable provisions. The merger / amalgamation or change of constitution of said LLP / Company is permissible. The new Company / LLP shall enter into shoes of said LLP / Company in the said AOP and continue as member of said AOP

9.7 Any member desirous of withdrawing from the said AOP must give 3 (Three) Months' notice in writing to the other Members. In case of retirement, he/it will not be entitled for any share of Goodwill. The account of retiring Member/s will be settled as per the balance outstanding in the capital account and after making necessary adjustment for profit/losses which shall be due as on the of his/its withdrawal. If there is any debit balance in his/its account then he/it will have to pay to the AOP immediately. Only after payment of the AOP outstanding amount, he/it will be relieved from the

liabilities. If there is a credit balance in his/its account then the AOP will pay the outstanding amount within three months from the date of his/its withdrawal.

9.8 In case of Retirement or Insolvency of any of the Members, other Members shall have every right to continue with the business / activities of said AOP in the same name by modifying their capital / profit & loss ratio or by admitting new Member/s as per the sole discretion of remaining Members.

9.9 In case any member wishes to sell / transfer his/its undivided share, right, interest and possession in the lands of said Project can do so subject to conditions of this AOP. The Prospective Transferee(s) of land will become the member of this AOP for the said Project. The terms of this Agreement / AOP shall be binding on the Prospective Transferee(s) without any objection or condition.

9.10 In case of termination of this AOP for any reason whatsoever, before the completion of the project, the Members shall mutually settle their account considering the actual investment made by the Members, till the date of termination. All rights and obligations of the Members under this AOP shall automatically terminate without any liability against any of the Members, except the rights and obligations accrued prior to such expiry or termination. The Members shall have rights in the Lands / Layout / Plots in proportion to actual amount invested in the said Project as on date of termination.

9.11 In case of dissolution of the AOP or termination of this Agreement/Arrangement, the net assets whatsoever would be available after meeting out all the expenses, costs, damages, liability including loans of AOP shall be distributed in the ratio as mentioned above, among the Members.

9.12 The Members shall also separately establish to each other at the time of termination that they have not done or committed any act, deed, or thing without the consent of the others, which is affecting the right or interest of any member.

9.13 The clause of Confidentiality and Governing Laws / Jurisdiction and Dispute Resolution shall remain in full force and survive any termination of this AOP / Agreement.

10. RESPONSIBILITIES OF MEMBERS:

10.1 Each Member shall-

- (i) Be just and faithful to other Members in the transactions / activities relating of the AOP;

(ii) Pay his/her separate debts and indemnify the other Members and assets of the AOP against the same and all other proceedings, costs, claims or demands in respect thereof;

(iii) Give full information and truthful explanations of all matters always relating to the affairs of the AOP to other Members.

(iv) Carry on the business / activities of the AOP to the greatest common advantage;

10.2 No Member shall do the following acts without the written consent of the other Members-

(i) Mortgage, charge or assign his/her share in the assets or profits of the AOP.

(ii) Engage, remove or dismiss any apprentice, employee or agent of the AOP.

(iii) Give any security, surety, guarantee or promise for the payment of money on account of the AOP or relating to AOP.

(iv) Give bail, bond or guarantee or become surety for any person or do or knowingly suffer anything to be done where the AOP's property may be endangered.

(v) Buy, order or contract any property or goods for the AOP without written consent of other Members.

(vi) Do any act or thing whereby the assets of the AOP or its interest therein shall become liable for obligation.

(vii) Do any act or thing whereby the AOP or its assets may be prejudicially affected and in particular divulge any business secret of AOP.

(viii) To transfer his share in the AOP in any manner whatsoever without the consent of other members.

11. RIGHT OF THE MEMBERS

11.1 The Members shall have the right to change, add or delete any of clauses of this Agreement by mutual unanimous agreement.

11.2 The Members shall have right to represent the AOP before any authority, court, department or other institution and sign and execute necessary papers and document. The Members have unanimously decided that Member No. 1 & 5 shall collectively represent the said AOP and its members before any authority, forum, court, tribunal, department etc.

11.3 The Members shall be entitled to execute supplementary deed and such deed which shall form part of this Agreement.

11.4 The Members may admit new Members on such terms and conditions as may be mutually agreed upon at the time admission of the new Member. The new Members can be admitted only by consent of all the Members.

12. RIGHTS, POWERS AND AUTHORTIES GRANTED TO MEMBER NO 1 & 5

All members have unanimously authorized and empowered Member No. 1 and 5 to do the following acts in the name of this AOP and its members

(a) To apply for registration of said Project with the Real Estate Regulatory Authority and comply with provisions of the Real Estate (Regulation and Development) Act, 2016. To do & execute all acts, deeds & things necessary for the execution and registration of project and other compliances under said Act.

(b) To appear, to sign, to execute, to present and to register the Agreement for Sale, Sale Deed, Correction Deed, Transfer Deed, Assignment Deed, Deed of Declaration or any other deeds/documents relating to said Lands / Plots / Layout / Project before the concerned the Hon'ble Sub-Registrar, Joint Sub Registrar, Registrar, or any registration authority constituted under & within the meaning of the Registration Act, 1908. To do & execute all acts, deeds & things necessary for the execution and registration such deeds and documents on such terms and conditions as may be deemed fit by them.

(c) To appear, approach or represent us at the concern offices of Nagpur Improvement Trust, Nagpur Metro Region Development Authority, Nagpur Municipal Corporation, Tahsildar, Collector, Nazul Department, Sub-Divisional Officer, City Survey Department, Urban Land Ceiling, Town Planning or any other Government or Semi- Government Department or Authority for any kind of work relating to said Lands / Project.

13. CONFIDENTIALITY:

A The Members shall maintain confidentiality and shall not disclose or divulge and also prevent the disclosure or divulgence of any secret and confidential information relating to this AOP / Agreement or Members acquired during the course of performance of obligations under this Agreement or thereafter. The provisions of this Clause shall survive the termination / expiry of this Agreement.

14. INDEMNITY:

Each Member has undertaken to indemnify and keep indemnified other members from and against all and any damage or loss that may be caused to the members including inter alia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses that may be caused to or incurred, sustained or suffered by the members by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made being untrue and/or otherwise. Each member shall indemnify and hold harmless other members from and against any and all claims, losses, actions, demands, statutory penalties and proceedings of third parties together with all legal expenses incurred in connection therewith arising out of breach or non-fulfillment of any of the representations or warranties or obligations or noncompliance with applicable laws.

15. WAIVER:

Neither failure to exercise nor any delay in exercising any right, power, privilege, or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part unless made in writing by the Member. Any such waiver shall not affect in any way the validity of this Agreement or preclude the Members from any further exercise of the right to enforce such obligation, agreement, undertaking or covenant at any other time. Further, any such waiver shall only apply to the instances or occasions specifically stipulated and shall not constitute a waiver of any instance or occasion arising in future or otherwise not specifically stated.

16. SEVERABILITY:

If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court to be void, invalid, illegal, or unenforceable, then such provisions shall be deemed to have been severed or removed from the AOP, without any prejudice to the continuance in force and effect of all other provisions of the AOP. The Members shall have the option to negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Members in the same or nearly same position to that which prevailed prior to such voidability, invalidity, illegality, or unenforceability.

17. SURVIVAL:

If this Agreement is expired or terminated pursuant to the terms of this Agreement, all rights and obligations of the Members under this Agreement shall automatically terminate without any liability against any of the Members, except the rights and

obligations accrued prior to such expiry or termination. Additionally, Clause of Confidentiality and Governing Laws / Jurisdiction and Dispute Resolution shall remain in full force and survive any termination of this Agreement.

18. ENTIRE AGREEMENT:

The Members agree that this Agreement along with its recitals, annexures, schedules, exhibits annexed hereto, constitutes the entire agreement between the Members with respect to the said AOP / Project. This Agreement shall supersede and override all prior negotiations, proposals, representations, commitments, understandings, or agreements between the Members, written or oral with respect to the said AOP / Project. In case of any discrepancy, inconsistency, or ambiguity, between the terms of this Agreement with any other documents, the terms of this Agreement shall prevail with reference to the said AOP / Project.

19. ALTERATIONS / AMENDMENTS:

Unless expressly specified to the contrary, this Agreement shall not be amended, altered, or modified, or any provision herein shall not be waived except by an instrument in writing expressly referring to this Agreement and signed by all the Members.

20. ASSURANCES OF EXECUTION OF REQUISITE DEEDS AND DOCUMENTS:

20.1 The description of Lands shall be taken as correctly described and any mistake or mis-description thereof shall not affect this Agreement but the same shall be subject to appropriate corrections. The Members hereby agree and undertake to assist & extend all their help and support for it.

20.2 The Members hereby covenants that they and all persons claiming through or under them shall and will undertake to do and execute & register all acts, deeds, documents, and things from time to time in pursuance to and with reference to this AOP / Agreement, personally or through their respective constituted attorney.

21. INCOME TAX LIABILITIES:

Each member shall pay, adjust & settle his/its Income Tax and any other tax liability arising out of this Agreement / AOP at his/its own cost, without affecting the rights and interest of the other members. Each member shall be liable, responsible & answerable for his/its personal claims of income tax or other taxes, resulting from this Agreement / AOP or otherwise.

22. DISPUTES RESOLUTION

For settling any dispute(s) or difference whatsoever arising between the Members out of or relating to the interpretation, meaning and operation or effect of this Agreement or the breach thereof, the Members shall discuss the same mutually to resolve such disputes/differences amicably between themselves within a period of thirty (30) working days (or such extended period as the Members may agree to in writing) on receipt of a notice for mutual resolution under this Agreement. If the Members fail to amicably settle the dispute(s)/difference(s) between themselves in said specified time limit, then the Members shall refer such dispute(s)/difference(s) to arbitration. The arbitration proceedings shall be conducted in accordance with the rules of Arbitration and Conciliation Act, 1996 ("Act"), as amended from time to time and in force as on the date of commencement of an arbitration proceeding. The arbitration proceeding shall be conducted by sole arbitrator to be appointed with mutual consent of the Members. If they fail to agree and have consensus on the name of sole arbitrator within 15 (fifteen) days of receiving the notice by any member invoking arbitration under this Clause, then such appointment shall be made in accordance with relevant provisions of the Act. The seat and venue of arbitration shall be Nagpur and the language of arbitration shall be English. The provision pertaining to 'Fast Track Proceedings' prescribed under section 29B of the Act shall be applicable to the arbitration proceedings invoked under this Clause. The award passed by the Arbitrator shall be confidential, final, and binding upon the Members and the Members agree to be bound thereby and to act accordingly. The cost of the arbitration proceedings shall be borne by the Members in the ratio as mentioned in this Agreement unless otherwise determined by the Arbitrator. Except for the matters under dispute before the Arbitrator, the Members shall continue to perform and fulfil their respective rights and obligations under this Agreement / AOP unless the same is impossible without resolution of the dispute. The said clause shall not be applicable in case if the Members decide to seek relief of Specific Performance.

23. JURISDICTION

The rights and obligations of the Members under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force. The Nagpur courts will have the jurisdiction for this Agreement. No other court shall have any jurisdiction in respect of any dispute between the Members, arising under or incidental to this Agreement

24. NOTICE & COMMUNICATIONS:

Any notice or other communication required to be given hereunder shall be in writing and shall be delivered personally or sent by registered post with AD at the addresses mentioned above in the name clause.

25. MISCELLANEOUS CLAUSES

25.1 Any personal debts, liabilities, or any other obligations of any of the members, shall be the personal liability of the respective member and the other members shall not be liable for the same.

25.2 The Members have also agreed to bear equally the cost of stamp duty, registration fee and other charges & expenses incidental to this Agreement as per the ratio mentioned in this Agreement.

25.3 This AOP shall be executed in two original sets; one set shall be kept by the Member No. 1 and another set shall be collectively kept by the Member No. 2 to 5.

25.4 This Agreement shall be binding on the respective successors in title, personal representatives and assigns of the Members of the said AOP.

IN WITNESS WHEREOF the Parties herein above named have fully examined and read over this written declaration / Agreement & explained in vernacular before execution and the same is drafted as per their instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at Nagpur in presence of the attesting witnesses signing as such on the day first above written.



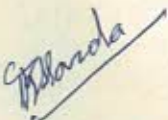
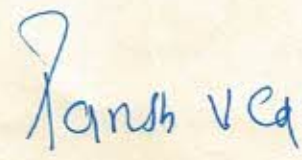
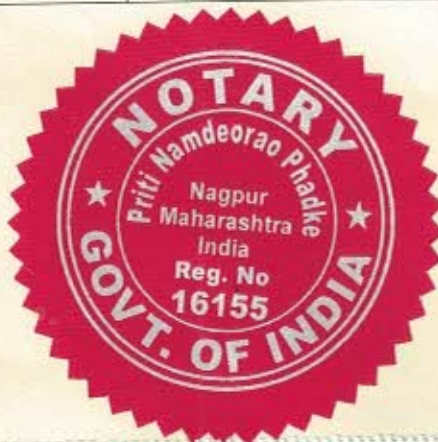
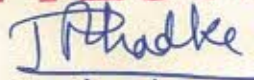
Photo	Left Hand Thumb Impression	Signature
		For Mukunda Keshavam Infracventures LLP  Vrajes Paresh Ved
		 Suresh Shailesh Ved
		 Akshat Ramkrishna Poddar MEMBER NO. 1
		 Ramswarup Shankarlalji Sarda MEMBER NO. 2
		 Rajesh Ramswarup Sarda Authorized Director MEMBER NO. 3

Photo	Left Hand Thumb Impression	Signature
		For Rajesh Ramswarup Sarda HUF  Rajesh Ramswarup Sarda MEMBER NO. 4
		 Rajesh Ramswarup Sarda MEMBER NO. 5
		 Paresh Mukund Ved WITNESS NO. 1
		 Ramkrishna Govind Poddar WITNESS NO. 2



ATTESTED



11/10/2023

Priti-Namdeorao Phadke
Advocate & Notary
Kunjilal Peth, Post Bhagwan Nagar,
Nagpur-27 (M.S.).

