भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2022 ◑

NAGPUR TREASURY
BR 342115
11 NOV 2022
Stamp Head Clerk / Sr. Clerk

NOTARIAL REG.
ENTRY NO. 4122
DATE 24/11/2022

## AGREEMENT FOR FORMATION OF ASSOCIATION OF PERSONS

This AGREEMENT FOR FORMATION OF ASSOCIATION OF PERSONS made and executed on this 22nd day of November, 2022 by and between :

1) **SHRI. DILIP S/o PRAHLADRAI AGRAWAL**, Aged 47 Years, Occupation – Business, , (PAN ADEPA5959R & AADHAR UID 537311982607), Resident of Flat No. 1301/1401, Gauri Heights, Plot No. 3/4, Canal Road, Ramdaspeth, Nagpur-440010, Tahsil and District – NAGPUR, (hereinafter referred as **Party No. 1)**

2) **SHRI. NITIN S/o MAROTRAO UPARE**, Aged 40 Years, Occupation – Business and Agriculturist, (PAN AAOPU6035F & UID 2700 4008 0485), , Resident of Sneha Nagar, Gajanan Maharaj Mandir Road, Chandrapur- 442401, Tahsil and District – CHANDRAPUR, (hereinafter referred as **Party No. 2)**

NOTARY S. S. BHANDARA GOVT. OF MAHARASHTRA My Term Expires on 20/12/2027

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| १) दस्ताचा प्रकार/अनुच्छेद क्रमांक | प्रतिज्ञापत्र |
| २) दस्त नोंदणी करणार आहेत काय ? | नाही |
| ३) नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालय | |
| ४) मिळकतीचे वर्णन | |
| ५) मोबदला रक्कम | |
| ६) मुद्रांक विक्रेता यांचेकडून घेतला | मार्तंड पांडुरंग पाटील |
| ७) दुसऱ्या पक्षकाराचे नाव व पत्ता | रा. दिलीप अडवाणी |
| ८) हस्ते असल्यास त्यांचे नाव व पत्ता | एजाज म. मो. शेख Ami |
| ९) मुद्रांक शुल्क रक्कम | ₹.500/- |
| १०) मुद्रांक विक्री नोंद वही अनु. क्रमांक | 15541 दिनांक 16 NOV 2022 |
| ११) मुद्रांक विकत घेणाऱ्याची सही | |
| एच.एच.खोब्रागडे | मुद्रांक विक्रेता, ला. क्र. १९/८६, कोड क्र. ४६०१००६<br>जिल्हाधिकारी परिसर, त. कार्यालय, नागपूर |

3) **SHRI. SHYAMSUNDER S/O RAMBILAS MITTAL**, Aged 40 Years, Occupation – Business and Agriculturist, (PAN AJCPM3036H & UID 7193 3422 8509), Resident of Wadgaon Road, Laxmi Nagar, Wadgaon Ward, Chandrapur-442401, Tahsil and District – CHANDRAPUR, (hereinafter referred as **Party No. 3)**

4) **SHRI. RANJEETSINGH S/O TARLOCHAN SINGH CHHABDA**, Aged 39 Years, Occupation – Business and Agriculturist, (PAN AGHPC2039E & UID 8485 1767 2003), Resident of Bramhakumari Ishwari Vidyalaya, Choti Majit, Ward No.1, Chandrapur-442401 Tahsil and District – NAGPUR, (hereinafter referred as **Party No. 4)**

5) **M/S. SHREE SHYAM TRADING COMPANY,** (PAN AEPFS7577H) acting through its Partner **SHRI AJAY S/O ROOPNARAYAN AGRAWAL**, Aged 54 Years, Occupation – Business and Agriculturist, (PAN ABFPA0901L & AADHAR UID 3104 2330 7073), Resident of Main Road, Netaji Chowk, Kamptee, Nagpur-441002, (hereinafter referred as **Party No. 5)**

6) **SHRI. DILIP S/O DEORAO GAT**, Aged 63 Years, Occupation – Business and Agriculturist, (PAN AEIPG5942D & AADHAR UID 8078 3814 5799), Resident of Near Lalit Kala Bhawan, PTS Quarter No.121, Chandan Nagar, S.O, Hanuman Nagar, Nagpur-440009, (hereinafter referred as **Party No. 6 )**

**WITNESSETH :**

WHEREAS the above named parties have decided to form an Association of Persons (AOP) w.e.f. 22nd day of NOV 2022 for organizing and conducting the business and activities of real estate deals, builders, contractors, developers as joint venture in the name as **"R SANDESH PROJECTS"**; AND

WHEREAS it is necessary to reduce into writing the terms and conditions for the above AOP known as **"R SANDESH PROJECTS"**; AND

We the parties aforesaid do hereby with our freewill and volition, consent and agree to and confirm as under :

**01.** That, the above named Parties have decided to form an Association of Persons i.e. AOP known as **"R SANDESH PROJECTS"** for organizing and conducting the business and activities of real-estate deals, to construct Buildings, Development of lands, buildings, Contractors as joint ventures and allied business activities as mutually decided, under their joint names or in the name of AOP with its Principal place of business shall be at Plot No. 135, 1st Floor, House No. 143/A, Mohta Nikunj, Opposite Shriram Bhawan, Canal Road, Ramdaspeth, Nagpur - 440010.

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**02.** That, the AOP shall run, organize and conduct the business activities which may be extended to other activities with the mutual consent of all the parties under their joint names or in the name of AOP i.e. **"R SANDESH PROJECTS".**

**03.** That, the financial year of AOP shall be from 1st April to 31st March every year.

**04.** That, the duration of AOP shall be at 'Will'.

**05.** That, the members of the AOP shall be in profit/loss shall be as follows :

| Sr. No. | Name | Share % |
|---|---|---|
| 1. | Shri. Dilip Pralhadrai Agrawal | 21.23 % |
| 2. | Shri. Nitin Marotrao Upare | 21.23 % |
| 3. | Shri. Shyamsunder Rambilas Mittal | 21.23 % |
| 4. | Shri. Ranjit Singh Tarlochan Singh Chhabda | 21.23 % |
| 5. | M/S. Shyam Trading Company,<br>Partner Shri Ajay Roopnarayan Agrawal | 8.85 % |
| 6. | Shri. Dilip Deorao Gat | 6.22 % |
| | **Total** | **100.00 %** |

**06.** That, a bank account shall be opened in any Nationalized Bank, Scheduled or Co-operative Bank or Any Private Bank as the parties may decide on joint names of the parties and/or in the name of AOP i.e. **"R SANDESH PROJECTS"** and the same shall be operated by any one of the authorized Signatories/Director of members of ASOP as decided mutually among them.

**07. OBJECTS OF THE AOP.**

The object of AOP are :-

i) To develop pieces and parcel of the lands bearing (i) Land bearing Kh. Survey No. 107 admeasuring about 2.28 Hectares, Land Revenue Rs. 12.00 of MOUZA – SALAI GODHANI, (ii) Land bearing Kh. Survey No. 101/1 admeasuring about 1.22 Hectares, MOUZA – PEWTHA, (iii) Land bearing Kh. Survey No. 96 admeasuring about 2.31 Hectares, of MOUZA – PEWTHA, (iv) Land bearing Kh. Survey No. 92/1 admeasuring about 1.84 Hectares, of MOUZA – PEWTHA, (v) land bearing Kh. Survey No. 94/1 admeasuring about 1.77 Hectares, of MOUZA – PEWTHA, (vi) Land bearing Kh. Survey No. 94/2 admeasuring about 1.85 Hectares, of MOUZA – PEWTHA, (vii) Land bearing Kh. Survey No. 95 admeasuring about 1.42 Hectares, of MOUZA – PEWTHA, (viii) Land bearing Kh. Survey No. 97 admeasuring about 1.42 Hectares, of MOUZA – PEWTHA, (ix) Land bearing Kh. Survey No. 98/2 admeasuring about 1.01 Hectares, of MOUZA – PEWTHA, (x) Land bearing Kh. Survey No. 99 admeasuring about 4.27 Hectares, of MOUZA – PEWTHA, all in Tahsil Nagpur (Rural) and District Nagpur, owned by the Party Nos. 1 to 4, (xi) Land bearing Kh. Survey No. 75/2

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admeasuring about 2.02 Hectares, of MOUZA – SALAI GODHANI in Tahsil – Nagpur (Rural) and District – NAGPUR, owned by Party No. 5 M/S. Shyam Trading Company, Partner Shri Ajay Roopnarayan Agrawal, and (xii) Land bearing Kh. Survey No. 98/1 admeasuring about 1.42 Hectares, of MOUZA – PEWTHA in Tahsil – Nagpur (Rural) and District – NAGPUR owned by Party No. 6. Shri. Dilip Deorao Gat, to be developed under the name of **"R SANDESH PROJECTS"** after obtaining necessary sanctions at its own cost and sell the same/developed plots to the interested prospective buyers for the best suitable price.

ii) To run or help schools, libraries, recreation institutions and to give scholarships to students;

iii) To help in the social emancipation of all individuals;

iv) To encourage and provide facilities to all young people in leadership training and provide facilities for the promotion of goodwill and confidence amongst mankind through fellowship and to encourage young people to handle civic problems by arousing civic consciousness amongst citizens;

v) To organize programmes, seminars, conferences, etc. in furtherance of all or any of the objects;

vi) To co-ordinate its activities with any other associations, which has its objectives, any one or all of the above objects;

vii) To establish and/or maintain and/or contribute towards cost of building for carrying out any cultural activities which may have the effect of encouraging social welfare and emancipation;

ix) To promote high ethical standard in trade, business, profession, vocation, occupation etc.

x) To rent, purchase, lease, build or otherwise acquire for the AOP, suitable building or buildings in the city/district in the Republic of India and to fit and furnish the same or make arrangements for the building or buildings being property fitted and furnished.

xi) To manage, conduct and carry on in the building or buildings, purchased, leased, built or otherwise acquired, the business of the AOP for the comfort and convenience of the members of AOP and visitors thereto;

xii) To borrow any money required for the purpose of the AOP upon such securities as may be determined;

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All these activities shall be achieved without any distinction as to caste, creed, religion, community or language.

**08.** That, all the parties have a right to look after day-to-day work and all the activities.

**09.** That, all the parties have an authority to look after manage the business of AOP fruitfully in the interest of AOP, borrow Money, take loans from Bank or parties, to sign document, to enter into any business contracts and so other activities which required for smooth running of the AOP with the greatest interest of the business activities carried over by the said AOP i.e. **"R SANDESH PROJECTS"**.

**10.** That, all the members/parties shall sign any agreement, document etc. as and when require on behalf of the A.O.P. **"R SANDESH PROJECTS".**

**11.** That, the members of A.O.P. mainly shall invest their lands and the A.O.P. shall invest for the cost of development as and when required and at the time of finalizing of accounts and profit of A.O.P. firstly the amount invested by the members towards the construction cost shall be given credit of or shall be firstly returned and the after deduction of all the relevant expenditure and applicable income tax the profit so arrived at shall be distributed between the members of A.O.P. in proportion to their share in the A.O.P.

**12.** That, at the end of the year the profit or loss of the AOP shall be distributed among the members as per their share, and the same shall be credited in the individual member's capital account of AOP as on the last day of the year. The share of profit of each member computed as aforesaid shall not be included in its total income.

**13.** That, the AOP shall maintain proper minutes of all decision, actions to be taken and all other proceedings in detail in the separate minutes book.

**14.** In case any dispute arises between the members with regard to any connected matter with the business of AOP or incidental thereto or with regard to taking of accounts during the continuation of the AOP or retirement of any member or on discontinuation of the AOP or with regard to interpretations of the terms and conditions of the AOP or understanding between members or any matter connected therewith or incidental thereto then the same shall be referred to the Sole Arbitrator to be appointed by the mutual consent of the members and the decision of the Arbitrator so appointed shall be binding on all the members

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IN WITNESS WHEREOF the parties have set their respective hands hereunto at Nagpur on the date, month and year, hereinabove first referred with full knowledge of the fact and contents of the instrument using their complete free will and in absence of any kind of misrepresentation or undue influence before the attesting witnesses.

| SL. NO. | FINGER PRINT (LEFT THUMB) | PASSPORT SIZE PHOTOGRAPH | SIGNATURE & FULL NAME |
|---|---|---|---|
| 01 |  |  | (DILIP PRAHLADRAI AGRAWAL)<br>PARTY NO. 1 |
| 02 |  |  | (NITIN MAROTRAO UPARE)<br>PARTY NO. 2 |
| 03 |  |  | (SHYAMSUNDER RAMBILAS MITTAL)<br>PARTY NO. 3 |
| 04 |  |  | (RANJEET SINGH CHHABDA)<br>PARTY NO. 4 |
| 05 |  |  | FOR M/S. SHYAM TRADING COMPANY<br>(AJAY ROOPNARAYAN AGRAWAL)<br>Partner<br>PARTY NO. 5 |

06





(DILIP DEORAO GAT)

PARTY NO. 6

Attested

24/11/2022

S.S. BHANDARY
NOTARY
NAGPUR (M. S.)

**WITNESSES :**

(1) _____

(MOHIT R. LANJEWAR)

(2) _____

(BHASKAR R. SHARMA)

NOTARY
S.S. BHANDARY
NAGPUR
(M.S.) INDIA
Regn. No.
1015
GOVT. OF MAHARASHTRA

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