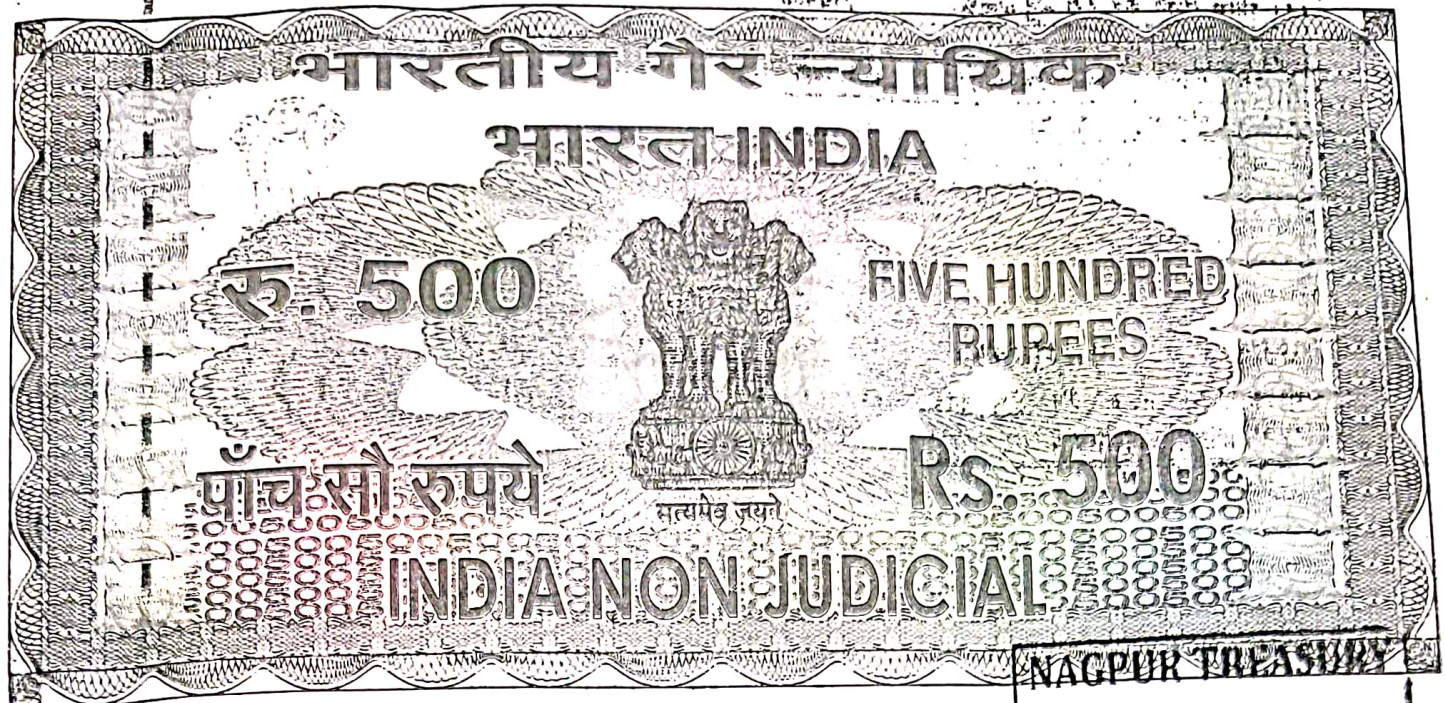




महाराष्ट्र MAHARASHTRA

2022



NOTARIAL REG

ENTRY NO. 16868

DATE 12/12/2022

BN 951198

6 DEC 2022

Stamp Head Clerk / Sr Clerk

AGREEMENT OF ASSOCIATION OF PERSONS

THIS AGREEMENT OF ASSOCIATION OF PERSONS executed on this 7th day of DECEMBER, 2022 BETWEEN:

- (1) **SMT. PREMLATADEVI W/o SHIVCHARAN AGRAWAL**, Aged 69 Years, Occupation - Household, PAN ACRPA7045C & AADHAR UID 6066 8645 7034, Resident of 10-A, 'VIDHATA', Ganesh Nagar, Nandanwan Layout, Great Nag Road, Nagpur-440009, Tahsil and District - NAGPUR, hereinafter referred to as **PARTY NO. 1** of the **FIRST PART**;
- (2) **SHRI. PRASHANT S/o SHIVCHARAN AGRAWAL**, Aged 44 Years, Occupation - Business, PAN ABUPA3627Q & AADHAR 2912 0528 8030, Resident of 10-A, 'VIDHATA', Ganesh Nagar, Nandanwan Layout, Great Nag Road, Nagpur-440009, Tahsil and District - NAGPUR, hereinafter referred to as **PARTY NO. 2** of the **SECOND PART**; AND

[Signature]

Premlata Agrawal

AS. Agrawal

(3) **SHRI. ALOK S/o SHIVCHARAN AGRAWAL**, Aged 39 Years, Occupation - Business, PAN ADOPA1722C & AADHAR UID 9872 2232 0979; Resident of 10-A, 'VIDHATA', Ganesh Nagar, Nandanwan Layout, Great Nag Road, Nagpur-440009, Tahsil and District - NAGPUR, hereinafter referred to as **PARTY NO. 3** of the **THIRD PART;**

WHEREAS the Party No. 1, Party No. 2 and Party No. 3 jointly own and possess the property comprising ALL THAT piece and parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 10-A In Industrial Basti Scheme layout, containing by admeasurement 847.640 Sq. Mtrs. (OR 9124.00 Sq. Ft.), being a portion of entire land bearing Kh. Nos. 573 & 574 of MOUZA - NAGPUR, TOGETHERWITH the house constructed thereon, bearing Corporation House No. 570, City Survey No. 118 and Sheet No. 276 of Mouza - Nagpur, situated at Great Nag Road, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 20, in Tahsil and District - NAGPUR.

WHEREAS the above referred Parties agreed to constitute the Association of Persons (AOP) and carry on business on the terms and conditions agreed to between them today i.e. **7th day of DECEMBER, 2022**. It is however thought proper and expedient to reduce the terms and conditions governing the Association of Persons (AOP) in writing. The parties hereby declare that they constitute the Association of Persons (A.O.P.) on the following terms and conditions.

1. **NAME OF THE A.O.P.** : That the business of the Association of Persons (AOP) shall be carried on under the name and style as "**M/S SHIVCHARAN DEVELOPERS**". The same can be carried on under any other name or names as mutually agreed to between the parties.
2. **COMMENCEMENT**: That the business of the AOP shall have commence from **7th day of DECEMBER, 2022**.
3. **PLACE OF BUSINESS**: That for the present the place of business of the A.O.P. is at 10-A, 'VIDHATA', Ganesh Nagar, Nandanwan Layout, Great Nag Road, Nagpur-440009, Tahsil and District - NAGPUR.
4. **LINE OF BUSINESS**: That the business of AOP shall be development of the Land into Commercial/Residential Estate. The AOP may carry on business in any other line by mutual consent of the parties. Presently the business of AOP shall be of development and sale of the properties comprising of ALL THAT piece and parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 10-A in Industrial Basti Scheme layout, containing by admeasurement 847.640 Sq. Mtrs. (OR 9124.00 Sq. Ft.), being a portion of entire land bearing Kh. Nos. 573 & 574 of MOUZA -

x *[Signature]*

x *Prachi Aggarwal*

x *AS. Ad*

NAGPUR, TOGETHERWITH the house constructed thereon, bearing Corporation House No. 570, City Survey No. 118 and Sheet No. 276 of Mouza - Nagpur, situated at Great Nag Road, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 20, In Tahsil and District - NAGPUR.

5. **BANKERS:** That the bank account be opened in the name of the AOP "M/S SHIVCHARAN DEVELOPERS" and shall be operated by any of the parties jointly or severally as may be agreed to by the parties from time to time.

6. **SHARE IN PROFIT OR LOSSES:** That the net profit of the Association of Persons (AOP) business as per accounts of the AOP after deduction of all expenses shall be divided and distributed amongst the members at the close of the accounting year in the following proportion.

<u>PARTY NO. 1</u>	..	1/3 %
<u>PARTY NO. 2</u>	..	1/3 %
<u>PARTY NO. 3</u>	..	1/3 %

The loss if any including loss of capital suffered in any year shall also be apportioned in the above proportion.

7. **ACCOUNTING YEAR:** That the books of accounts of the firm shall be closed on 31st March every year.

9. **DURATION:** That the duration of the AOP shall be at WILL.

10. **RIGHT TO ACCESS:** All of the parties have an authority to look after and manage the business activities of the AOP fruitfully in the interest of AOP. All or any of the parties can borrow money, take loans from banks or parties, enter into any business contracts and agreements, sign all deeds and documents as may be required for smooth running of the AOP.

11. **PROPERTY OF AOP:** The AOP can acquire property in individual name of members in the course of its activities and such property shall be deemed to be belonging to AOP constituted.

12. It is hereby declared that joining of members of this association together shall not result in formation of the same as partnership firm liable to registration under Indian Partnership Act 1932.

13. That any of the above terms may be varied altered or added to by mutual consent of the members hereof to be either expressed in writing or implied from conduct.

x [Signature]

pramod kumar

x [Signature]

14. That unless it is inconsistent to context, the parties shall mean and include their respective heirs, executors, administrators and successors and assignees too.

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.

WITNESSES:

1. _____

PARTY NO. 1 Premlata Agrawal
(SMT PREMLATADEVI SHIVCHARAN AGRAWAL)

2. _____

PARTY NO. 2 Shri Prashant Shivcharan Agrawal
(SHRI PRASHANT SHIVCHARAN AGRAWAL)

PARTY NO. 3 Shri Alok Shivcharan Agrawal
(SHRI ALOK SHIVCHARAN AGRAWAL)



ATTESTED
Rakesh N. Mohod
15/12/22
RAKESH N. MOHOD
NOTARY
NAGPUR DIST. (M.S.) INDIA

