



महाराष्ट्र MAHARASHTRA

2022

BN 923671

20 SEP 2022

NOTARIAL REG
ENTR. 1139
DATE 19/11/2022

Stamp Head Clerk/Sr. Clerk

ASSOCIATION OF PERSONS

THIS DEED OF ASSOCIATION OF PERSONS is made at Nagpur on this 26th Day of SEPTEMBER, 2022 BETWEEN (1) SHRI. ANIL S/o RAMESHWARLAL AGRAWAL, Aged 61 Years, Occupation - Business, Resident of Apartment No. 602, Petal Apartments, Plot No. 193, Near Wazalwar Driving School Shivaji Nagar, Nagpur- 440010, Tahsil and District - NAGPUR (PAN AAXPA7531K & AADHAR 5069 93561450);

(2) SHRI. RAJESH S/o MOHANLALJI AGRAWAL, Aged 58 Years, Occupation - Business, Resident of Apartment No. 102, Ganga Apartments, Ramdaspath, Nagpur- 440010, Tahsil and District - NAGPUR (PAN ACAPA9915C & AADHAR 4621 61095299);

AND

(3) M/s. NIRMAL IRON TREADING COMPANY PRIVATE LIMITED (PAN AABCN5315K), A Company duly incorporated under the Companies Act, 1956 having its Registered Office at Nagpur and acting through its Director SHRI. VINOD S/o MAKHANLAL AGRAWAL, Aged 52 Years, Occupation - Business, Resident of Flat No.1102, Petal Apartments, Plot No. 193, Near Wazalwar Driving School Shivaji

Nagar, Nagpur-440010, Tahsil and District - NAGPUR (PAN AAVPA5861G & AADHAR 69098792 0243).

WHEREAS ALL THAT Agricultural land having an area of 1.0700 Hectors out of the said Kh. No. 9 of Mouza - BORKHEDI having a total area of 1.26 Hectors, Rental Rs.3.25 held in Bhogwatdar Class-1 Rights, situate at Borkhedi, P.S.K. _____ in Tahsil Nagpur (Rural) and District - NAGPUR, belongs to Shri Anil S/o Rameshwarlal Agrawal, Shri Rajesh S/o Moahanlalji Agrawal and M/s. Nirmal Iron Treading Company Private Limited acting through its Director Shri Vinod S/o Makhanlal Agrawal, the Persons here in above named, being their self acquired property; AND

WHEREAS the aforesaid Persons have mutually decided to prepare a Layout of the aforesaid land by carving out various Plots of different sizes therein. The aforesaid Persons have now decided to form an Association of the Persons. The purpose of the Association is to prepare a Layout and to sell the aforesaid Plots of land. The said Persons have therefore decided to carry out their necessary activities in Association upon the following terms and conditions.

**NOW THIS AGREEMENT WITNESSETH THE SAID TERMS
AND CONDITIONS AGREED BETWEEN THE PARTIES NAMELY :-**

1. **NAME OF THE ASSOCIATION :**

THAT the activities of the Association shall be carried on under the name and style of "M/s LUSH PROPERTIES".

2. **PLACE OF BUSINESS :**

THAT the Association shall carry on its activities at A.D. COMPLEX NEAR OLD MOTOR STAND SQ, ITWARI, Nagpur, Tahsil and District -NAGPUR.

3. **REGISTERED ADDRESS OF THE ASSOCIATION :**

THAT the Registered Address of the Association shall be at A.D. COMPLEX NEAR OLD MOTOR STAND SQ, ITWARI, Nagpur, Tahsil and District -NAGPUR.

4. **POSTAL ADDRESS OF THE ASSOCIATION :**

THAT the Postal Address of the Association shall be at A.D COMPLEX NEAR OLD



MOTOR STAND SQ. ITWARI, Nagpur, Tahsil and District -NAGPUR.

5. ACTIVITIES OF THE ASSOCIATION :

THAT the Members of the Association shall prepare a layout and sell the aforesaid Plots of land and manage the said properties gainfully on daily basis and totake the necessary decisions regarding the same.

6. CAPITAL :

THAT the initial Capital of the Association shall be Rs. 50,000/- Only, which shall be contributed and paid by the aforesaid Members of the Association in the following manner:-

Sr. No.	Members Name	Amount
1	Shri. Anil Rameshwarlal Agrawal	Rs.12,500/-
2	Shri. Rajesh Moahanlalji Agrawal	Rs.12,500/-
3	M/s. Nirmal Iron Treading Company Private Limited	Rs.25,000/-

7. DURATION :

THAT the Association shall be at WILL.

8. PLACE OF MEETING :

Meeting of the Association shall be held at suitable place convenient to the members as may from time to time be designated by the Association.

9. BANK ACCOUNT ETC. OF THE ASSOCIATION:

THAT the Association shall open an account with any Nationalized or Co-operative Bank in the name of Association. The said account shall be operated by SHRI VINOD AGRAWAL The Cheques and the Withdrawals shall be signed by SHRI VINOD AGRAWAL

10. POWER AND DUTIES OF ASSOCIATION :

The Association will have the responsibility of administering, approving the Annual Budget, Establishing and collecting monthly/yearly assessments and arranging for the Management of the activities in an efficient manner.

11. ANNUAL MEETINGS :

The First Annual Meeting of the Association shall be held on 31st December 2022 and

thereafter the annual meeting of the Association shall be held latest by the last week of DECEMBER of each succeeding year. The Members may also transact such other activities of the Association as may properly come before them.

12. SPECIAL MEETINGS:

It shall be the duty of the President to call a Special Meeting of the Members of Association. The Notice of any Special Meeting shall state the time and place of such meeting and the purpose thereof. No other work shall be transacted at a special meeting except as stated in the notice without the consent of Four Fifths of the Members present in person.

13. NOTICE OF MEETINGS:

It shall be the duty of the Secretary to mail or send the Notice of each Annual or Special Meeting, stating the purpose thereof, as well as, the time and place where it is to be held, to each Member at least 3 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this Deed shall be considered notice served.

14. ADJOURNED MEETINGS:

If any meeting of Members cannot be organised because a quorum has not attended, the Members who are present may adjourn the meeting to a time not less than Forty-Eight hours from the time the original meeting was called. In such adjourned meeting also no quorum is present, the Members present in person being not less than two shall form a quorum.

15. The Governing Body will have the responsibility to carry on day to day business of the Association and can take decisions which are related to its activities except for the policy decision. The Governing Body will be answerable to the General Body and the Member of Association.

16. PROFIT AND LOSSES:

THAT the Profits and Losses shall be shared among the Members in the following ratio.

Sr.No	Members Name	PROFIT%	LOSS%
1	Shri. Anil Rameshwarlal Agrawal	25%	25%
2	Shri. Rajesh Moahanlalji Agrawal	25%	25%
3	M/s. Nirmal Iron Treading Company Private Limited	50%	50%



17. REMUNERATION OF THE MEMBERS :

THAT each of the Members shall receive the Remuneration of Rs.500/- (Rupees Five Hundred) Only from the accounts of the said Association on attending the Annual General Meetings and/or extra ordinary General Meetings (Special Meetings).

18. MANAGEMENT :

THAT the Members No.3 shall along with the other Members be entitled to carry on the activities of the Association. In case any Financial Assistance is required by the Association or any borrowings are to be made, the same shall be arranged by all the Members under their joint signatures for and on behalf of the Association.

19. THAT the Association shall keep and maintain or cause to be kept and Maintained appropriate books and accounts wherein shall be entered all moneys received and paid and all contracts entered into and all business transacted on account of the Association and all other matters and things of which accounts ought to be kept, according to the usual and regular course and practice of business. The Books of Accounts, Vouchers, Bill Books and all other documents pertaining to the business of the Association shall be kept at the aforesaid Registered Address of the Association and all the Members of Association shall have a right and access for their inspection.

20. THAT the Association shall be entitled to appoint any Clerk, Cashier, Accountant or any other servant or servants and staff in their own discretion and to terminate their services.

21. THAT on death of any one of the Members, the Association shall not be dissolved. The legal heirs of the deceased Member shall be entitled to share the gains and losses of the share of the deceased Member.

22. THAT all the Members of the Association shall be true and just to each other in all their transaction and dealings and shall at all times during the continuance of the Association diligently and faithfully engage themselves in the conduct and management of the said business and the concerns of the Association.

23. THAT in the event of dissolution of the Association by any means whatsoever, as soon as convenient but not later than the time fixed for the annual accounting, a full and general account and valuation shall be taken of the property, assets and liabilities of the Association. The net proceeds in cash shall be retained accordingly to the share of each Member between them, provided always that if the proceeds are less than the liabilities, the loss shall be made



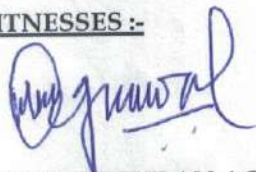
good in the proportion of the shares of each of the Members.

24. THAT in case of any dispute regarding the business of the Association or any other dispute between the Members, the same shall be referred to CA SHRI ASHOK AGRAWAL, Resident of Nagpur, Tahsil and District - NAGPUR, who shall be the sole Arbitrator for resolving and settling the disputes between Members.

25. THAT this Deed is executed within the Jurisdiction of the Competent Civil Court at Nagpur.

IN WITNESS WHEREOF the MEMBERS here in above named have here to set their respective hands and signed this DEED OF ASSOCIATION OF PERSONS at NAGPUR in presence of the attesting witnesses signing as such on the day first abovewritten.

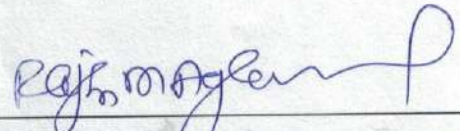
WITNESSES :-



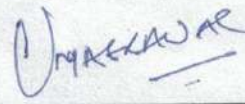
1) MADHUSUDAN AGRAWAL



1) _____
(SHRI ANIL RAMESHWARLAL AGRAWAL)

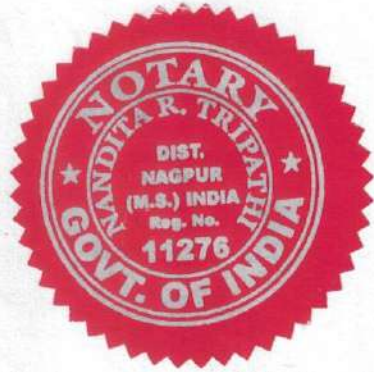


2) _____
(SHRI RAJESH MOHANLALJI AGRAWAL)



3) _____
FOR M/s. NIRMAL IRON TREADING COMPANY
PRIVATE LIMITED
(SHRI VINOD MAKHANLAL AGRAWAL)

Director



Anil Rameshwarlal Agrawal
Rajesh Mohanlalji Agrawal, Nirmal Iron Trading
Company
has/have appeared before me
and signed the document on
this 19 th day of Nov 202
at Nagpur


NANDIKAR K. TRIPATHI

