Clarification about Copy of Layout Approval Plan Uploaded & N A Order Uploaded

1. **About copy of Layout Approval:-** While uploading Layout Approval Plan at Serial Number 05 & Serial Number 06 we have uploaded the plan which was sanctioned in the name of original owner i.e. Ashok Haribhau Nighot & Others. But after that the land on which the said layout was approved was purchased by **Members of Sarla Developers AOP** namely Manoj Dhannalal Kshirsagar & Suraj Chunnilal Rahangdale. We are attaching the updated plan in **"Other Technical Tab"(Serial Number 37) in this plan name of member of AOP are mentioned.**

2. **About N A Order for Plotted Development-** The N A Order dated 15/05/2023, which is attached in N A Order for Plotted Development Tab is in the name of original owner i.e. Ashok Haribhau Nighot & Others. But after that the land on which the said layout was approved was purchased by **Members of Sarla Developers AOP** namely Manoj Dhannalal Kshirsagar & Suraj Chunnilal Rahangdale. Hence the NA Order is in the name of Original Owner Mr Ashok Nighot & Others, but the said land is purchased by promoter namely Manoj Dhannalal Kshirsagar & Suraj Chunnilal Rahangdale who are Member of **Sarla Developers AOP.** We are also attaching copy of **Development Agreement** entered on 12/10/2023 with Nagpur Metropolitan Region Development Authority which is issued in the name of Manoj Dhannalal Kshirsagar & Suraj Chunnilal Rahangdale **who are Members Sarla Developers AOP in "Other Technical Tab" (Serial Number 38). Copy of AOP** where the name of Manoj Dhannalal Kshirsagar & Suraj Chunnilal Rahangdale **can be verified is attached in "Other Technical Tab" (Serial Number 38).**

Place :NAGPUR

Date: 30-11-2023

For SARLA DEVELOPERS AOP

MEMBER **MEMBER**

Nagpur Metropolitan Region Development Authority

No.: E.E./NMRDA / Dpc/Agree/1037 Nagpur, dt. 12/10/2023

To,

Shri. Manoj Dhannalal Kshirsagar
Shri. Suraj Chunnilal Rahangdale
R/o. Plot No. 40, Wankhede Layout Hingna Road,
Nagpur-440016.

Subject :- Sanction of **Residential** Layout Plan/ Land Subdivision for land bearing Khasra No. **17/1 (Part)** of Mouza **Kinhi (Dhanoli),** Tah. **Hingna,** Dist. Nagpur under section 45 of MRTP Act 1966.

Reference :- Your application dated **29/06/2022**

Kindly find enclosed herewith a copy of Development agreement executed between NMRDA and you along with copy of final approved Layout Plan of above mentioned land approved by Hon. Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority, Nagpur under section 45 of MRTP Act 1966 for **Residential** use you are informed to get the drawings, designs & specifications of Development Works i.e. Asphalted (BM+SDBC) or you may option for C.C. Road, RCC/DWC Double wall Corrugated pipe sewer lines with SFRC covers, RCC pipe storm drains with SFRC Grills and rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), Grey water recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, Development of internal pathways in open space, Tree plantation in open space installation of play field equipment & erection of name board at open space in the name of freedom fighter or similar persons as approved by NMRDA,RCC canalization wall and solid waste management system as per Clause No 13.5 of UDCPR and Grey Water Disposal as per clause no. 13.4 of UDCPR-2020 etc. approved from NMRDA through Executive Engineer-2, Nagpur Metropolitan Region Development Authority, Nagpur. One set of typical drawings and sections of development works is enclosed herewith for your reference.

Encl :- As above.

Executive Engineer
Nagpur Metropolitan Region Development Authority

Copy submitted to :-

The Hon'ble Collector, Nagpur for information.

Copy to :-

1. The Chief Accountant & Finance Officer, NMRDA with Original Agreement **& FDR Account No. 42209291706, dated 25.08.2023, from State Bank of India, Ramdaspeth Branch, Nagpur valid upto Dt. 25.08.2028** for record and safe custody.
2. Executive Engineer-2, Nagpur Metropolitan Region Development Authority.
3. Assistant Engineer (West), Nagpur Metropolitan Region Development Authority.

—Sd—
Executive Engineer
Nagpur Metropolitan Region Development Authority



महाराष्ट्र MAHARASHTRA ◐ 2022 ◐

NAGPUR
54AA 135753
04 OCT 202

DEVELOPMENT AGREEMENT

Stamp Head Clerk / St. Clerk

THIS AGREEMENT made this, the 12th day of **October, 2023** between the **Nagpur Metropolitan Region Development Authority,** declared by Govt. of Maharashtra for Nagpur Metropolitan Area vide Notification No. NMRDA-3316/C.R.-55/UD-7 Dtd. 04.03.2017 represented by its Executive Engineer, Nagpur Metropolitan Region Development Authority (here in after referred to as Party No. 01), which expression shall unless repugnant to the context or meaning there of be deemed to include its **Shri. Manoj Dhannalal Kshirsagar, Shri. Suraj Chunnilal Rahangdale, R/o. Plot No. 40, Wankhede Layout Hingna Road, Nagpur-440016.** (here in after referred to as the Party No. 02), which expressions shall unless repugnant to the context or meaning there of be deemed to include its administrators, successors, representative and assigns on the other part, witnessed as under:-

Manoj. Rahangdale

WHEREAS the said Party No. 02 is the absolute owner of land admeasuring **20800.00 Sq.mt (2.08 HR)** layout is approved comprised in **Khasra No. 17/1 (Part)** of Mouza **Kinhi (Dhanoli), Tah. Hingna, Dist. Nagpur,**

The aforesaid land is covered under Nagpur Metropolitan Region declared by Govt. vide Notification No. NMRDA-3316/C.R.-55/UD-7, dt. 04.03.2017 by which NMRDA has been established as Planning Authority for Nagpur Metropolitan Region.

WHEREAS, the Tentative layout plan is approved by Hon. Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority on dated **13.01.2023** and Hon. Metropolitan Commissioner, NMRDA has approved the final layout plan under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order **dated 05.07.2023.** The **Tahsildar, Hingna** has issued NA sanad for land admeasuring **20800.00 Sq.mt (2.08 HR)** from Agricultural use to non-agricultural for the **Residential** purpose vide order **dated 15.05.2023**

WHEREAS the Party No. 02 desirous to get the layout on the aforesaid land to develop for the **Residential** purposes, in accordance with the plans, specifications and Development Control &Promotion Regulations and

WHEREAS the aforesaid land is situated in the area covered by the Nagpur Metropolitan Region as per Government of Maharashtra, Urban Development Department Notification, Dt. 04.03.2017, the said land is under jurisdiction of Nagpur Metropolitan Region Development Authority. The party No. 01 has control over the area in the matter of development of layout of said land; and

WHEREAS the Party No. 02 has applied for the development permission to the Party No 1 for developing the said land and Party No. 02 has given acceptance to the Terms and Conditions of Party No. 01 to develop the land as per plans, suggestions and directions of Party No. 01 in the manner of size, location, specifications and designs of plots and

development works including Asphalted Road (BM+S.D.B.C.), RCC/DWC pipe sewer lines with SFRC covers, RCC pipe storm drains with SFRC Grills and rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), Grey water recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, Development of internal pathways in open space, Tree plantation in open space installation of play field equipment & erection of name board at open space in the name of freedom fighter or similar persons as approved by NMRDA,RCC canalization wall and solid waste management system as per Clause No 13.5 of UDCPR and Grey Water Disposal as per clause no. 13.4 of UDCPR-2020 etc.,

WHEREAS in view of the acceptance given by the said Party No.2, the Party No. 01 has approved the Development Permission of aforesaid land in question, it is hereby agreed as under:-

(1) The Party No. 02 hereby agrees, to develop the layout at his own Risk and cost as per the drawings, designs & specifications approved by the Party No. 01 and as per Terms & Conditions of letter No. **EE-1(NMRDA)/8606, Dt. 12.07.2023 of A.E. (NMRDA), Nagpur** and N.A. sanad of **Tahsildar, Hingna** Dt. **15.05.2023.**

(2)(a) That the Party No. 01 doth hereby accord sanction to the said Party No. 02 to have the layout in the aforesaid area admeasuring **20800.00 Sq.mt (2.08 HR)** bearing/comprised in **Khasra No. 17/1 (Part)** of Mouza **Kinhi (Dhanoli),** Tah. **Hingna;** Dist. **Nagpur** developed in accordance with the sanctioned plan, a copy of which is herewith attached and which forms part of this agreement subject to the conditions that the Party No. 01 shall not be responsible to provide an approach road and street lighting to the layout of this land nor it shall bear/incur any expenditure for its construction and provision etc. in any way respectively.

(b) The Party No. 02 shall be solely responsible for the quality of development works in the layout. If required, Party No.01 may direct the

Party No.02, to carry out the tests and submit reports for the development works & construction material used by the contractor. The Party No.02 shall abide by such directions and bear costs of such tests.

(3) That the said Party No.2 doth hereby agree:-

(a) To complete /execute all development works i.e. including Asphalted Road (BM+S.D.B.C.), or you may have option for C.C Road, RCC/DWC pipe sewer lines with SFRC covers, RCC pipe storm drains with SFRC Grills and rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), Grey water recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, Development of internal pathways in open space, Tree plantation in open space installation of play field equipment & erection of name board at open space in the name of freedom fighter or similar persons as approved by NMRDA,RCC canalization wall and solid waste management system as per Clause No 13.5 of UDCPR and Grey Water Disposal as per clause no. 13.4 of UDCPR-2020 etc., in this layout, strictly in accordance with plans, drawings, specifications, designs which are approved by Party No.01 and in accordance with instructions which may be given on that behalf by Party No. 01 from time to time. The Party No.02 shall be solely responsible to arrange for electrification & street lighting in the layout at its own cost.

(b) To deposit with Party No.01 refundable sum of **Rs. 6,83,668/-** being **5%** of estimated development cost @ Rs. 65.52/- lakhs per Hector towards **security deposit** for completion of all development works mentioned above. Security Deposit shall bear no interest.

Party No.02 has accordingly deposited **Rs. 6,83,668/-**vide **Account No. 42209291706, dated 25.08.2023, from State Bank of India, Ramdaspeth Branch, Nagpur valid upto Dt. 25.08.2028** with Party No. 01.

(c) To deposit with Party No.01 nonrefundable sum of **Rs. 6,83,668/-** being **5%** of estimated development cost @ Rs. 65.52 /- lakhs per Hector towards **Periodical supervision** charges and for grant of certificate at different stages of development as prescribed by Party No 01 in order to ensure that works are proceeding according to specifications, standard designs, lines & level prescribed by Party No. 01.

Party No.02 has accordingly deposited **Rs. 6,83,668/-** vide **Receipt No. 20230208136, Dt. 07.02.2023** with Party No. 01.

(d) The Party No. 02 shall have to deposit non refundable levy, assessment and development charges as per clause 124 B of M.R. & T.P. Act 1966 (Amended) on total land under the layout.

Party No.02 has accordingly deposited **Rs. 3,14,078/-** **Receipt No. 20230208136, Dt. 07.02.2023** with Party No. 01.

(e) Party No. 02 shall agree to bear and pay to party No. 01 the non refundable cost of proportionate construction to capital costs of sewage disposal scheme in peripheral area by Party No.01 @ Rs. 3,00,000/- per Ha.

Party No.02 has accordingly deposited **Rs. 6,26,070/-** **Receipt No. 20230208136, Dt. 07.02.2023** with Party No. 01.

(f) Party No.2 shall have to deposit non refundable Premium calculated at 15% rate of said land as prescribed in the Annual Statement of Rates of the year granting such Development Permission as per Appendix–L Regulation No.10.4.4 (xxxxiii) of Sanctioned Unifide Development Control and Promotion Regulations-2020

Accordingly Party No. 02 has deposited Rs. **23,34,459/-** **Receipt No. 20230208136, Dt. 07.02.2023** with Party No. 01.

(g) If the aforesaid land is covered by Town Planning Scheme in future, the party no. 02 shall be liable to pay to the Party No.01 the betterment and development charges which may be assessed on the plot(s) in accordance with the provisions of the Maharashtra

Metropolitan Region Development Authority Act 2016 (Mah. Act III of 2017)/Maharashtra Regional & Town Planning Act 1966.

Provided that the Party No. 02 shall be liable to pay development charges to the *Party No.01* in respect of the unsold plots in layout and the purchasers shall be responsible to pay development charges to the *Party No.01* in respect of the plots sold to them. The Party No. 02 doth bind itself to incorporate a clause in the sale deed of each plot to the effect that the plot(s) is sold subject to the responsibility of the purchaser/s to pay betterment/ and development charges to the *Party No.01* in accordance with the provisions of the Nagpur Metropolitan Region Development Authority Act 2016 (Mah. Act III of 2017) / Maharashtra Regional & Town Planning Act 1966.

(4) The Party No. 02 shall be solely responsible for all the data and calculations thereof supplied in connection with the land under sanctioned layout. If any error is found subsequently, the Party No. 02 shall agree to modify the design, layout, alignment of roads, sizes of plots etc., as may be decided by the Party No. 01.

(5) The Party No. 02 shall agree to adjust the irregular portions of the land as may be necessary in accordance with the scheme/layout plan approved by the Party No. 01 for the said area, for which purpose the Party No. 02 may either be required to transfer its land to the Party No. 01 or purchase some land from the owners of the adjoining lands or from the Party No. 01 at the rates and on the conditions as may be decided by the Party No. 01 and till such adjustment is made by Party No. 02, the irregular plots in this layout shall not be sold or used in any manner whatsoever, by the Party No. 02.

(6) (a) Party No. 02 shall lay internal sewer lines at its own cost and construct a common S.T.P. within the layout to connect internal sewer lines and solid waste management system as per Clause no.13.5 of UDCPR-2020.

(b) Party No. 02 shall make adequate arrangement for Rainwater harvesting and solid waste management system as per Clause no.13.5 of UDCPR-2020.

(7) The Party No. 02 shall agree to lay C.I./ D.I./HDPE water pipe lines and to connect these pipe lines to the main water pipe line as and when laid by Party No. 01 / Nagpur Municipal Corporation / Municipal Council / Gram Panchayat /Maharashtra Jeevan Pradhikaran, till then the Party No. 02 shall preserve the existing wells, borewells, if any, and also shall construct wells and set up electric water pumps for supply of potable water as may be prescribed by the Party No. 01.

(8) Prior to occupation of building Party No. 02 shall makes full arrangement of water supply by digging the wells etc.

(9) The Party No. 02 shall construct the buildings after getting the plots released & Building Plans sanctioned from Party No. 01 in accordance with the applicable Zoning Regulations and Development Control and Promotional Regulations.

(10) The party No. 02 after completion of development works such as Asphalted Road (BM+S.D.B.C.), RCC/DWC pipe sewer lines with SFRC covers, RCC pipe storm drains with SFRC Grills and rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), Grey water recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, Development of internal pathways in open space, Tree plantation in open space installation of play field equipment & erection of name board at open space in the name of freedom fighter or similar persons as approved by NMRDA,RCC canalization wall and solid waste management system as per Clause No 13.5 of UDCPR and Grey Water Disposal as per clause no. 13.4 of UDCPR-2020 etc., in the layout, the Party No. 02 shall also transfer it to the Nagpur Municipal Corporation/Grampanchayat / Municipal council, free of cost for maintenance and Party No. 02 shall be responsible for maintenance & management of all above works at its

own cost, till these are taken over by the Nagpur Municipal Corporation / Grampanchayat / Municipal Council after taking proper tests.

(11) Recreational open space shall be for the common use of all the residents or occupants of the layout/ building unit.

a) On sanction of the development permission, the recreational open space shall be deemed to have been vested in the society / association of the residents / occupants of the layout/building unit except as specified otherwise. In case such society or association is yet to be formed, the owner shall give undertaking to the Authority at the time of occupation certificate in case of Group Housing Scheme and at the time of final approval in case of plotted layout, that he will transfer the recreational open space at a nominal cost of Re.1/- to the society/ association whenever it is formed. The recreational open space shall not be sold/leased out / allotted/ transferred for any purpose, to any other person and it shall not be put to any other use except for the common use of society / association of the residents/occupants as mentioned in Regulation No.3.4.7 as per UDCPR Clause No.3.4.2. Accordingly party no. 2 has submitted undertaking on dated **19.07.2023.**

b) If the authority is convinced that there is misuse of open spaces; in such case the authority shall take over the land of recreational open space.

c) Party No. 02 shall have to get the Amenity Spaces released from the Party No. 01 and have to develop and use the same as per the relevant provisions of applicable U.D.C.P.R. and building plans of the amenities shall be got approved along with the regular proposal of the development on the land and development of amenities shall be carried out ahead of development on the land of Party No. 02.

(12) The Party No. 02 shall agree that any amount due to the Party No.1 on account of development works taken up by the Party No. 01 as per the terms of this agreement or on any account, that the due amount shall be a first charge on land and shall be recovered by the Party No. 01 as per the law. The Party No. 02 shall recite this and other terms in the sale deed/s of the plot(s) that shall be sold by the Party No. 02 and shall be binding on the purchasers.

(13) The Party No. 02 shall not sub-divide the land in this layout without obtaining prior written permission of the Party No. 01.

(14) In the matter of use and construction in this layout land, the Party No. 01 shall have an unfettered control in accordance with the Unified Development Control & Promotional Regulations and zoning regulation as may be in force from time to time. In the event of sale of land the Party No. 02 shall incorporate in the sale deed the conditions to the above effect of this agreement.

(15) It is hereby agreed between the parties hereto that in the event of breach on the part of Party No. 02 of any of the terms and conditions expressed herein or his failure to comply with any of the terms & conditions expressed herein mentioned, the Party No.1 will not grant permission for construction of the building on this layout or in any part thereof.

(16) The Party No. 02 shall be solely responsible for providing electrification in layout and shifting of L.T. line/ H.T. line of MSEDCL affected in the layout at his/ its own risk & cost with necessary permission from relevant competent authority.

(17) The Party No. 01 shall release the plots in favor of the Party No. 02 in proportion to the development works carried out to the satisfaction of the Party No. 01. The Party No.2 shall not transfer the plots in the layout before release of the same by Party No. 01. The plots in the layout shall be released in the following manner:

(a) 20% plottable area along with mandatory Amenity Space shall be released after execution of agreement and after due approval of development plans, design specification of development works from NMRDA.

(b) 30% of total plottable area shall be released after completion of 1st stage roads, handing over land for DP/RP roads to NMRDA & after development of all open spaces.

(c) 15% of the total plottable area of the layout shall be released after completion of RCC/DWC pipe sewer lines with SFRC cover sand

RCC pipe Storm Drains with SFRC grills, rainwater harvesting system.

(d) 15% of the total plottable area of the layout shall be released after completion of laying of CI/ DI/ HDPE water pipe lines and providing wells with electric pumps where necessary for supply of potable water and construction of RCC wall for nalla canalization and solid waste management system as per Clause no13.5 of UDCPR-2020 as certified by the Party No. 01.

(e) 15% of the total plottable area of the layout shall be released after completion of 2nd stage Road and Asphalted Road (BM+S.D.B.C.), solid waste management system as per Clause no13.5 of UDCPR-2020, as certified by the Party No. 01.

(f) 5% of the total plottable area of the layout, subject to minimum of One (01) no. of plot, shall be released after completion of Sewage Treatment Plant (STP) as per MPCB norms and as certified by Party No. 01 and after completion of all development works and handing over the same to Nagpur Municipal Corporation/Gram Panchayat/Municipal Council for maintenance.

Till handing over of all development works, Party No. 02 shall be solely responsible for maintenance of services in the layout at his own cost. In case the Party No. 02 fails to construct STP in the layout due to non occupancy in the Layout. Party No. 02 can submit Bank Guarantee (BG) from Nationalized Bank/Scheduled Bank for the amount required for construction of STP. B.G. shall valid for a period or 3 years and after construction of STP the Bank Guarantee (BG) will be released by Party No. 01.

Note :-If the Party No. 02 opts to furnish a Bank Guarantee as a Security Deposit towards entire Development Cost plus 5% cost variation charges for 5 year's validity, then 90% plots shall be released by Party No. 01 and remaining 10% plots shall be released after completion of Development works in the layout by Party No. 02 as certified by Party No. 01 and after handing over of all development works to Gram Panchayat/ Municipal Council / Nagpur Municipal Corporation for maintenance.

(18) The amount of Security Deposit (S.D.) shall be refunded to Party No. 02 after completion of all the development worksduly certified by the Party No. 01 and after compliance of obligations as per this agreement and after one year from the date of handing over of Development works to Gram Panchayat/Nagar Parishad/NMC, Security Deposit shall bear no interest.

Bavangade

(19) Party No. 02 has submitted affidavit, declaration & Indemnity Bond, undertaking regarding land not affected by ULC Act 1976, undertaking regarding class of land as per G.R. of Revenue Department dated 22/01/2016 on requisite stamp paper to party No. 1 in confirmation of its ownership. If any legal dispute arises regarding the said land, the Party No. 02 shall be solely responsible for it. Further Party No. 02 indemnifies Party No. 01 & Government against any claims & damages arising out of such legal disputes.

(20) It is agreed between the parties that if required the Party No. 02 shall bear the costs of the execution and registration of this agreement, other documents, deeds etc.

(21) It is also hereby agreed that in the event of difference of opinion between the parties to the agreement hereto in respect of any matter or matters contained herein, the decision of the Metropolitan Commissioner Nagpur Metropolitan Region Development Authority, shall be final and binding on Party No.02. Metropolitan Commissioner Nagpur Metropolitan Region Development Authority, shall be sole Arbitrator in case of any dispute.

(22)The Sanction once accorded through this Development Permission shall remain valid for Four Years in the aggregate but shall have to be renewed every one year from the date of its issue. The application for renewal shall be made before expiry of one year if the work is not already commenced. Such renewal can be done for three consecutive terms of one year after which proposals shall have to be submitted to obtain development permission afresh. If application for renewal is made after expiry of the stipulated period during which commencement certificate is valid then the Metropolitan Commissioner may condone the delay for submission of application for renewal by charging necessary fees. But in any case issue of development permission shall not be renewed for a period of more than four years from the date of development certificate, Provided that no such renewal shall be necessary if the work is commenced within the period of valid permission. i.e. where the Final Demarcation and provision of water bound macadam roads completed and such permission shall remain valid till the work is completed.

(23)Fly Ash should be use for construction of embankment for road work where embankment is more than 2 m.

(24) Fly Ash products like paving blocks/tiles, Bricks etc. should be used for construction of development works.

(25)Shall have to make arrangement for solid waste Management at your own cost as per clause no. 13.5 of UDCPR.

*(26)*The Party No. 2 shall give access to adjoining land owner/layout owner for approach from their layout road.

(27) Shall provide Electric substation & WWTP in proposed land.

(28) The plots shall be sold only after execution of Development Agreement with NMRDA & only after release of plots from NMRDA.

(29) Shall have make arrangement for Grey water treatment recycling and reuse as per 13.4 of UDCPR - 2020.

IN WITNESS WHEREOF the parties have set their hands on this day of 12th **October, 2023.**

WITNESSES:

1. Signature _____

Name Ritesh M. Chandekar

Age 29 Occupation Service

Address Nandanvan

Nagpur

Telephone No. 8600412196

Nagpur Metropolitan Region Development Authority

PARTY NO. 01 *through*

Executive Engineer (NMRDA)

2. Signature _____

Name Amol V. Maniare

Age 28 Occupation Service

Address Bagadganj

Nagpur

Telephone No. 7057596605

PARTY NO. 02

Owner :-

Shri. Manoj Dhannalal Kshirsagar

Shri. Suraj Chunnilal Rahangdale

RAMDASPETH NAGPUR FIRDOS CHAMBERS
RANJIT JAWAHAR LAL NEHRU MARG NAGPUR 440012

भारतीय स्टेट बैंक STATE BANK OF INDIA

Mr. MANOJ DHANNALAL KSHIRSAGAR
PLOT NO 40 WANKHEDE LAYOUT
VAISHALI NAGAR HINGANA ROAD
MIDC AREA NEAR S. R.P.E. CAMP
Nagpur

सावधि जमा सूचना
(सावधि जमा रसीद के एवज में)
TERM DEPOSIT ADVICE
(In lieu of Term Deposit Receipt)

25/08/2023

नामांकन /Nomination : पंजीकृत / Registered / अपंजीकृत / Not Registered

SURAJ CHUNNILAL KSHIRSAGAR, Date ALE

केवल कम्प्यूटर जनित रसीद ही मान्य है । इस्तलिखित रसीद स्वीकार न करें ।
Only Computer generated receipt is valid.Do not accept handwritten receipt.

प्रिय महोदय/महोदया, Dear Sir/Madam,

हमें यह पुष्टि करते हुए प्रसन्नता है कि आपकी निम्नलिखित राशि हमारे पास जमा है, भविष्य में, कृपया आपके पत्राचार में खाता क्रमांक का संदर्भ अवश्य दें. हमारे साथ बैंकिंग करने के लिए धन्यवाद। We have pleasure in confirming details of the following amount held in deposit with us. Please quote the account number in all correspondence. Thank you for Banking with us.

नाम / Name: Nagpur Metropolitan Region Development Authority

सिफ संख्या/ CIF No.

पैन संख्या/ PAN NO.

खाता संचालन की विधि:/ Mode of Operation : SINGLE

योजना/ Scheme : TDR PUB IND UNI-180-86630-INR

खाता क्रमांक / A/c No.	सावधि /Term	ब्याज दर Interest @	मूल राशि Principal Amt.	जारी करने की तारीख Value Date	परिपक्वता की तारीख Maturity Date
42209291708	6 Y	6.5 %	6,83,668.00	25.8.2023	25.8.2026

परिपक्वता राशि/ Maturity Value : INR 9,43,749.00
Annualised Yield (%): 7.5

Printed 1 Times

Yours faithfully,

Authorised Signatory

कृपया पृष्ठ पलटें / P.T.O.



महाराष्ट्र MAHARASHTRA ◑ 2023 ◑

NAGPUR TREASURY
BY 271096
11 AUG 2023

Stamp Head Clerk / Sr. Clerk

AGREEMENT OF
ASSOCIATION OF PERSON

THIS deed of AOP executed on this 17th day of August, 2023 between (1) Mr. Manoj Kshirsagar s/o Late Dhannalal Kshirsagar, Aged about 44years, resident of Plot No 40, Wankhede Layout, Vaishali Nagar, Hingna Road, Nagpur-440016, hereinafter to be called the party of the first part which term shall include his heirs, administrators and assigns of the first part,(2) Mr. Suraj Rahangdale S/o Late Chunnilal Rahangdale aged about 49years, resident of Plot No. 238, Near Hanuman Durga Mandir, Bharatwad Road, Gulmohar Housing Society, Durga Nagar, Bhabdewadi, Bagadganj, Nagpur-440006, hereinafter called the party of the second part which term shall include his heirs, administrators and assigns of the second part.

Manoj. Rahangdale

THAT the above mentioned parties have mutually agreed to constitute a ASSOCIATION OF PERSON and decided to carry on the business of **"Bulders & Developers"** Work under the name and style of **"M/s Sarla Developers AOP"** and any other business with due mutual consent of the above parties as per the terms & conditions appearing herein after.

And WHEREAS, for the better set up and management of business, it is hereby decided to reduce to writing, the terms and conditions in accordance to which the business of the Joint Venture will be carried over, therefore, THIS INDENTURE of Joint venture witnesses as under :

NOW THIS INDENTURE OF ASSOCIATION OF PERSON WITNESSES AS UNDER: -

1) That the above referred parties Jointly own and possess the property comprising ALL THOSE pieces and parcels of land bearing Khasra Number 17/1, P H No 50, Mauja Kinhi (Dhanoli), Tehsil Hingna, District Nagpur having an area of 02.08 Hectare including all other easementary rights appurtenant and belonging thereto, hereinafter referred to as **"the said property"**. The aforesaid parties have jointly decided to develop the said property into a Layout. However in view of the various provisions of the law, it has become essential to constitute a single entity for the representation purpose and therefore the parties hereto have agreed to constitute this Association of Persons (AOP)

2) THAT the AOP business shall be carried on under the Name and Style of **"M/s Sarla Developers AOP"**.

3) The ASSOCIATION OF PERSON shall be deemed to have commenced its business on 17th day of August, 2023.

4) THAT the registered address of the AOP shall be **"Jalaram Mangalam" shop No. 224, 2nd floor Tractor Company Chowk, Hingna Road, Nagpur-440016**, and parties may mutually decide to carry on business at any additional place and places if they desire to do so.

5) THAT the ASSOCIATION OF PERSON shall carry on the business of **Builders & Developers**. Joint Venture may decide to carry on

any other business, which parties mutually decide from time to time.

6) THAT the initial capital shall be Rs. 50,000/- (Rs. Fifty Thousand Only) and the same be contributed by the parties in the equal ratio.

Apart from the capital that may be contributed by the parties as an additional amount, finance that may be required from time to time for the business of the ASSOCIATION OF PERSON may be provided by all or any of the parties by way of additional finance to the AOP on such terms regarding to the interest and repayment, etc. as may be mutually agreed upon between the parties.

Further the ASSOCIATION OF PERSON may arrange to borrow funds from any private party, bank or financial institutions, by way of loans or advances, by offering a suitable security including the personal security of the parties.

7) THAT the ASSOCIATION OF PERSON shall open one or more bank accounts with any bank as the parties may from time to time decide, and such accounts shall be operated by both of the parties jointly.

8) THAT the accounts of the ASSOCIATION OF PERSON shall be written in double entry book keeping system and on mercantile basis, and such accounts shall be closed and balanced every year on 31st March.

All the parties here to shall have free access to the books of accounts, securities & vouchers etc. shall be kept at places of business.

9) THAT all the assets and liabilities, including goodwill, profit & losses, shall belong to the ASSOCIATION OF PERSON and shall be divided between the parties in the following proportion :

1. Mr. Manoj Kshirsagar	**50.00%**
2. Mr. Suraj Rahangdale	**50.00%**

10) THAT all the parties shall look after the business of ASSOCIATION OF PERSON diligently safeguarding the interest of

the Joint Venture business and that of other parties, and shall not do any of the following act without the permission of other parties in writing.

a) Lend or Advance money of the AOP.

b) Assign or Charge his / her share in the assets or profits of the AOP.

c) Remit the whole or any part of the debt or sum due to the AOP.

d) Pledge, Sell or otherwise transfer or encumber AOP assets and profits.

11) THAT irrespective of the general powers which the parties do have, the parties are individually authorised to :

To fill in tender, deposit earnest money or security, to enter into agreement or agreements with any person, firm, companies, mining or other departments in connection with the business of the Joint Venture.

To receive money, cheque, drafts etc. of materials and give and sign receipts and give effectual discharge for the money or the materials thus received in connection with the business of the firm.

To sign and verify orders, measurements, bills or other papers or documents in connection with the business of the AOP.

Conduct all suits, claims, or proceedings before any court Civil or Criminal, Revenue or Income Tax and Sales Tax or any other Department of the Government, State or Central and to refer the matter to the arbitration and to appoint arbitrators in connection with the business of the firm.

To represent the firm and the other parties before the Departments of Central or State Government, Local bodies and Private parties, etc. for all the matters connected with the business of the firm.

12) The ASSOCIATION OF PERSON shall be **AT WILL** of parties and the death or retirement of any parties shall not dissolve the AOP but it shall be carried on by the remaining parties by admitting either the heirs or nominees of the deceased or retiring parties or parties of his choice.

13) Any parties desirous of retiring from the ASSOCIATION OF PERSON can do so by giving clear one month notice to other parties mentioning his / her intention therein. The account of such a parties shall be made up from the last accounting period to the expiry of such notice period and shall be settled in the manner as the parties may decide at that time.

14) THAT in the event of any dispute during the continuance of the Joint Venture or afterwards between the parties or their respective representatives concerning the interpretation as to construction or application thereof of any clause or any matter contained in this deed relating to this ASSOCIATION OF PERSON business or the affairs thereof shall be referred to a single arbitrator to be appointed by the parties and his decision will be binding on parties.

The arbitrator so appointed shall be subject to the provisions of Arbitration Act, for the time being in force.

15) That the area of operation of the AOP shall be at NAGPUR, but the same can be shifted or extended to any other place or places within or outside INDIA as may be decided by the parties of the firm.

16) The parties hereto by mutual consent can admit a new parties in the firm on such terms and conditions as may be agreed by the parties and any new parties so admitted.

17) IN WITNESS THEREOF the parties to this deed have signed on the above mentioned day in the presence of

WITNESS

1.

2.

SIGNATURE OF PARTIES

1.
(Mr. Manoj Kshirsagar)

2.
(Mr. Suraj Rahangdale)