

මීපරු तेलंगाना TELANGANA

S.NO: 669 DATE: 07/04/2017 RS:100/-

TO : C V CHANDRA MOULI

S/O: CBALAGOPAL

FOR WHOM: GULMOHAR RESIDENCY

R/O: HYD

RETIREMENT CUM PARTNERSHIP DEED

This **Deed of Retirement cum Partnership** is made and executed at Secunderabad on this the 20th day of April 2017 by and between:

1. Shri. Ratan N. Mulani S/o. Late Shri. Nathumal R. Mulani aged 61 years Occupation: Business, resident of II Floor, Indra Villa, Plot No. 30-31, Suryanagar Colony, Inside Kaushalya Estate, Karkhana, Secunderabad-500 009.

2. Shri. Pradeep N. Mulani Late Shri. Nathumal R. Mulani aged 56 years Occupation: Business, resident of III Floor, Indra Villa, Plot No. 30-31, Suryanagar Colony, Inside Kaushalya Estate, Karkhana, Secunderabad-500 009.

3. Shri. Jayesh P. Mulani S/o. Shri. Pradeep N. Mulani aged 25 years, Occupation: Business, resident of III Floor, Indra Villa, Plot No. 30-31, Suryanagar Colony, Inside Kaushalya Estate, Karkhana, Secunderabad-500 009.

Shri. Sumeet B. Mulani S/o. Late Shri. Bassar N. Mulani aged 35 years, Occupation: Business, resident of I Floor, Indra Villa, Plot No. 30-31, Suryanagar Colony, Inside Kaushalya Estate, Karkhana, Secunderabad-500 009.

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The Advocates' Co-op Society

Renewal License No 16-07-040/2017

City Civil Court Premises, Secunderabad,

Telangana State, Phone .No:040-27808165.

Lic.No. 1609-025 of 2014.

Rep.By.Prahlad Patil, Licenced stamp Vendor,

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S.No. 9675 Date: 07-04-2017

Sold to: L.R. CHARYULU

S/o.L.RAGHVENDRA RAO

For Whom: GULMOHAR RESIDENCY, HYD

-2-

K.SATISH KUMAR

LICENSED STAMP VENDOR LIC No.16-05-059/2012, R.No.16-05-029/2015 Plot No.227, Opp.Back Gate of City Civil Court, West Marredpally, Sec'bad.

ged 47 years Occupation:

- 5. Shri. Ketan C. Parekh S/o. Shri. Chandrakanth M. Parekh aged 47 years Occupation: Business, resident of H. No. 30, Luxura Greens, Opp: Kendriya Vigyalaya, New Bowenpally, Secunderabad-500 011.
- 6. Shri Sudhir U. Mehta S/o. Late Shri. Uttamlal Mehta, aged about 60 years, Occupation: Business, resident of Plot No. 21, Ground Floor, Bapu Bagh Colony, P. G. Road, Secunderabad-500 003.
- Shri. Karna S. Mehta S/o. Shri Sudhir U. Mehta aged about 26 years, Occupation: Student, resident of Plot No. 21, Ground Floor, Bapu Bagh Colony, P. G. Road, Secunderabad-500 003.
- 8. Shri. Tejas D. Mehta, S/o. Shri. Deepak U. Mehta, aged about 39 years, Occupation: Business, resident of Flat No. 601, A Block, Amsri Central Court, Opp: Rail Nilayam, Secunderabad-500 003.
- Shri. Hardik D. Mehta, S/o. Shri. Deepak U. Mehta, aged about 36 years, Occupation: Business, resident of Flat No. 401, 4th Floor, Maheshwari Residency, D. V. Colony, Minister Road, Secunderabad-500 003.

(Hereinafter collectively referred to as Continuing Partners).

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S.NO: 6/21 DATE : 07/04/2017 RS:100/-

TO : C V CHANDRA MOULI

S/O : C BALAGOPAL

FOR WHOM: GULMOHAR RESIDENCY

R/O: HYD

-3-

AND

The Advocates' Co-op Society

Rep.By.Prahlad Patil, Licenced stamp Vendor,

729833

Lic.No. 1609-025 of 2014.

Renewal License No 16-07-040/2017 City Civil Court Premises, Secunderabad, Telangana State, Phone. No:040-27808165.

- 1. Shri. Mehul V. Mehta S/o. Late Shri. Vasanth U. Mehta aged 40 years, Occupation: Business, resident of Plot No. 21, 1st Floor, Bapubagh Colony, Prenderghast Road, Secunderabad-500 003.
- 2. Shri. Manish Sanghvi S/o. Dr. Upendra Sanghvi aged 47 years, Occupation: Business, resident of H. No. 801, Bajaj Society, Bajaj Road, Vile Parle (West), Mumbai-400 056.
- 3. Shri. Rahul. B. Mehta S/o. Late Shri Bharat U. Mehta, aged about 36 years, Occupation: Business, resident of Uttam Towers, 4th Floor, D. V. Colony, Minister Road, Secunderabad—500 003

(Hereinafter collectively referred to as Retiring Partners).

AND

1. Shri. Anand S. Mehta S/o. Shri. Suresh U. Mehta aged 39 years Occupation: Business, resident of H. No. 10-10-32, A Block, Flat No. 701, Welkin Park, Begumpet, Hyderabad-500 016.

2. Shri. Hari S. Mehta S/o. Shri. Suresh U. Mehta aged 35 years Occupation: Business, resident of Flat No. 402, Uttam Towers, D. V. Colony, Minister Road, Secunderabad-500 003.

(Hereinafter jointly referred to as Incoming Partners).

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Date:07-04-2017 S.No. 9673

Sold to: L.R. CHARYULU

S/o.L. RAGHVENDRA RAO

For Whom: GULMOHAR RESIDENCY, HYD

630599

K.SATTSH KUMAR

LICENSED STAMP VENDOR LIC No.16-05-059/2012, R.No.16-05-029/2015 Plot No. 227, Opp. Back Gate of City Civil Court, West Marredpally, Sec'bad.

Mobile: 9849355156

WHEREAS:

A. Shri. Ratan N. Mulani, Shri. Pradeep N. Mulani, Shri. Jayesh P. Mulani, Shri. Sumeet B. Mulani, Shri. Ketan C. Parekh, Shri Sudhir U. Mehta, Shri. Karna S. Mehta, Shri. Tejas D. Mehta, Shri. Hardik D. Mehta were doing in partnership business along with Shri. Mehul V. Mehta, Shri. Manish Shanghvi and Shri. Rahul B. Mehta under the name and style of M/s. Gulmohar Residency' since 29.09.2014 and their relations inter-se were governed by Partnership Deeds dated 19.11.2005, 01.12.2005, 15.04.2008, 05.03.2014, 08.04.2017 and Retirement Deeds dated 15.04.2008 and 05.03.2014.

B. Shri. Mehul V. Mehta, Shri. Manish Shanghvi and Shri. Rahul B. Mehta the Retiring Partners herein have expressed their desire to retire from the said partnership firm w.e.f. 20th April 2017.

C. The Continuing Partners herein have for the purposes of business to be run more efficiently and smoothly and to meet funds requirement for the partnership business have expressed their intention and agreed to admit two more new partners namely Shri. Anand S. Mehta and Shri. Hari'S. Mehta (the Incoming Partners herein).

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S.NO: 6172 DATE: 07/04/2017 RS:100/-

TO: CV CHANDRA MOULI

S/O:C BALAGOPAL

FOR WHOM: GULMOHAR RESIDENCY

R/O: HYD

The Advocates' Co-op Society

Rep.By.Prahlad Patil, Licenced stamp Vendor,

Lic.No. 1609-025 of 2014.

Renewal License No 16-07-040/2017 City Civil Court Premises, Secunderabad, Telangana State, Phone. No: 040-27808165.

- D. The Continuing Partner to continue the business of the firm have invited Shri. Anand S. Mehta and Hari S. Mehta the Incoming Partners herein, who are desirous of joining the business along with the Continuing Partners and to which Shri. Mehul V. Mehta, Shri. Manish Shanghvi and Shri. Rahul B. Mehta the Retiring Partners herein have expressed their no objection of whatsoever nature.
- E. Shri. Ratan N. Mulani, Shri. Pradeep N. Mulani, Shri. Jayesh P. Mulani, Shri. Sumeet B. Mulani, Shri. Ketan C. Parekh, Shri Sudhir U. Mehta, Shri. Karna S. Mehta, Shri. Tejas D. Mehta, Shri. Hardik D. Mehta, Shri. Anand S. Mehta and Shri. Hari S. Mehta the Continuing/Incoming Partners herein have decided to continue the business of the firm and have agreed to take over all the assets and liabilities of the firm as a going concern.
- F. The said parties hereto are desirous of recording the terms and conditions of this retirement cum Partnership deed agreed upon into writing.

NOW THEREFORE THIS RETIREMENT CUM PARTNERSHIP DEED WITNESSETH AS FOLLWS:

That Shri. Mehul V. Mehta, Shri. Manish Shanghvi and Shri. Rahul B. Mehta the Retiring Partners herein, hereby retire from the partnership firm M/s. Gulmohar Residency w. e. f. 20th

April 2017.

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- 2. The name of the Partnership Firm shall be "Gulmohar Residency" or any other name partners may mutually decide.
- 3. That the Continuing Partners and the Incoming Partners have taken over the balance assets and liabilities of the above named Firm as a going concern.
- 4. The accounts of the firm are drawn up till the date of retirement and confirmed by all the parties hereto and there are no dues payable to the outgoing partners.
- That the Retiring Partners hereby declares that they have withdrawn all their rights from tangible and intangible assets of the firm.
- 6. That the Retiring Partners shall not object to the Continuing Partners and Incoming Partners carrying on the same business under the name and style of M/s. Gulmohar Residency either by themselves or in partnership with others.
- 7. That the Continuing Partners/Incoming Partners and the reconstituted firm shall keep indemnified the Retiring Partners from any liabilities or claims from any third party, financial institutions, statutory authorities, government bodies, courts etc., that may be in existence or may arise on a future date or may be with respect to any past dealings/transactions by the firm. Specially the retiring partners shall be indemnified by the Continuing Partners against statutory liabilities like PF, ESI, Income Tax, VAT, Service Tax etc., that may be due or become due including penalties, interest etc.,
- 8. That the Continuing Partners/Incoming Partners and the reconstituted firm shall keep the Retiring Partners indemnified against all statutory and other liabilities that may arise from the date of forming the firm and upto such time the firm continues to be in business.
- 9. That the Continuing Partners/Incoming Partners shall keep the Retiring Partners indemnified against any costs or consequences including penal action by any authority that may arise as a result of the activities of the firm including any development activity taken up by the firm.
- 10. The business of the partnership firm shall continue to be carried in the name and style as "Gulmohar Residency" or any other name partners may mutually decide.

11. The re-constituted Partnership firm shall be effective from 21st April 2017

12. The Principal Office of the firm shall continue to be at Plot No.8, Road No.5, Nacharam Industrial Estate, C/o. Dilpreet Tubes, Hyderabad – 500 067 and the same may be changed to any other place or places mutually agreed upon by the partners.

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- 13. The nature of business of the firm shall be to do the business of real estate developers, builders, managers, underwriters, retailers, advisors etc., and/or any such other business (s) that may be mutually agreed upon.
- 14. The Continuing Partners and the incoming partners hereto shall contribute the capital required for the partnership business in their Profit/Loss sharing ratio as given herein or in any other ratio as may be decided mutually from time to time.
- 15. That the partnership shall be entitled to hypothecate, mortgage, create charge on or otherwise encumber the assets of the firm or any part thereof for borrowing any loans either by way of cash credit or overdraft from banks and financial institutions or any other agency either by itself or by any other firm or company and to give guarantee / guarantees infavour of the banks and financial institutions on such terms and conditions as may be mutually agreed upon by all the partners.
- 16. Shri. Sudhir U. Mehta (the Continuing Partner herein) shall be the Managing Partner and over all in charge for smooth running of the firm and is authorized to apply and obtain necessary sanctions from all concerned authorities like HUDA, GHMC, AP Transco (Electricity Department), Water & Drainage Department (HMWS & SB), Income Tax, Central Excise Dept, Commercial Tax Departments, etc., in connection with the business of the firm.
- 17. The Continuing Partners and the Incoming Partners hereto have agreed that the Agreements of Sale, Sale Deeds and other conveyance deeds, construction contracts/agreements, General and Specific Power of Attorneys etc., that are required to be executed and registered in the course of business shall be executed by the Managing Partner (i.e., Shri. Sudhir U. Mehta). It has been mutually agreed by the partners that the selling rate and the terms and conditions of sale in the course business shall be determined solely by the Managing Partner i.e., Shri. Sudhir U. Mehta.

18. The Profit & Loss of the firm shall be shared and borne between the partners as under:

(Eighteen Per cent) - 18% Shri. Ratan N. Mulani - 06.5% (Six and Half Per cent) ii. Shri. Pradeep N. Mulani - 06.5% (Six and Half Per cent) iii. Shri. Jayesh Mulani (Nine Per cent) iv. Shri. Sumeet B Mulani - 09% (Twenty Per cent) - 20% v. Shri. Ketan C. Parikh (Fifteen Per cent) vi. Shri. Sudhir U. Mehta - 15% - 05% (Five Per cent) vii. Shri. Karna S. Mehta (Five Per cent) - 05% viii.Shri. Tejas D Mehta (Five Per cent) - 05% ix. Shri. Hardik D. Mehta - 05% (Five Per cent) Shri. Anand S. Mehta - 05% (Five Per cent) Shri. Hari S. Mehta

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- 19. The regular books of accounts shall be maintained by the partners herein recording the day to day transactions and such books shall be closed on 31st March of every year. On the date the statement of assets and liabilities shall be drawn up and net profit and loss shall be determined and divided as per ratios mentioned above.
- 20. The firm's bank accounts shall be operated jointly by two partners. One of such joint partners shall be either Shri. Sudhir Mehta OR Ketan C. Parekh and second such joint partner shall be either Shri. Ratan N. Mulani OR Shri. Hari S. Mehta or subject to any instructions as may be given to the bankers from time to time by the firm under the signatures of all the partners.
- 21. It has been mutually agreed that none of the partners without the written consent of other partner shall:
 - a) Assign or charge his share in the assets of the firm.
 - b) Lend money belonging to the firm.
 - c) Except in the ordinary course of the business, dispose of by pledge, sale or otherwise, the assets of the firm.
 - d) Release or compound any debt or claim owing to the firm.
 - e) Execute any deed or stand surety for any person or act in any other manner whereby the property of the firm may be liable.
- 22. That each Partner shall at all times pay, discharge his separate and private debts whether future or present and always keep the partnership property and/or other partner free from all actions, claims, costs, proceedings and demands of whatsoever nature.
- 23. The Partnership shall be at WILL.
- 24. Any of the Partner herein who intends to retire, must give three months notice to the other partners and the share of retiring partner will stand distributed among the continuing partners.
- 25. With the mutual consent of all the partners, new partners can be admitted in partnership and such new partners will share their percentage of profit and loss through which he is inducted as a partner.
- 26. The Partnership shall not be dissolved on the death/retirement/insolvency of a partner and the estate of the deceased/outgoing/insolvent partners is not liable for any act of the firm after his death/retirement/insolvency. The legal representatives or heirs of the deceased partners shall not be entitled to interfere in the management of the affairs of the partnership but he/they shall be entitled to inspect the account books etc., for the purpose of ascertaining the share therein.

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- 27. In case of death of any partner of the firm, the legal heirs of the said partners shall be offered and admitted to the partnership in the place of the deceased partner on the same terms and conditions. Further, in case the heir or heirs decide not to accept the offer to become the partner/partners, the remaining partners shall carry out on the business of the firm and the share of such outgoing partner shall be settled to their legal heirs.
- 28. The terms and conditions of this deed may be amended or cancelled and fresh terms and conditions may be introduced with mutual consent of all the partners in writing without recourse to a fresh deed of partnership.
- 29. For all other matters on which this deed does not contain any specific clause, the provisions of Indian Partnership Act will apply.

IN WITNESSESS WHEREOF the parties hereto have executed this deed by free will and understanding on the date aforementioned.

I. Shri. Mehul V. Mehta

2. Shri. Manish Shanghvi

Rahul B. Mehta (Retiring Partners)

1. Anand S. Mehta

2. Hari S. Mehta
(Incoming Partners)

Witnesson.

1. JG.KANARKABARO.

2. M. JAYAPBAKASA)

Con. SAYAPBAKASA)

🛮 . Shri. Ratan N. Mulani.

2. Shri. Pradeep N. Mulani

3. Shri. Jayesh P. Mulani.

4. Shri Sumeet B. Mulani.

5. Shri. Ketan C. Parekh.

6. Shri Sudhir U. Mehta.

7. Shri. Karna S. Mehta.

8. Shri. Tejas D. Mehta.

Hardid Mch 9. Shri. Hardik D. Mehta.

(Continuing Partners)