

# ಆಂಥ್ರಪಿದೆ है आन्ध्र प्रदेश ANDHRA PRADESH

S.No: S76, Date:03/3/2014, Rs.100/-Sold to: L.RAMACHARYULU s/o Late L.RAGHAVENDRA RAO For Whom: M/s. GULMOHAR RESIDENCY, Hyd-Bad.

M JYOTHILAKMI

Licenced Stamp Vendor
S.V.L.No.59/95, R.L.No.16-66-604 of 2012
Shop No.1, H.Ro.1-1-149, 62/A
Garden Lodge Building,
St. Mary's Road, SECUNDERABAD-A.P.
Phone.No.9246840239

#### INDEMNITY DEED

This Indemnity Deed is made and executed at Hyderabad on this 5th day of March 2014 by:

- 1. M/s. Gulmohar Residency, a registered partnership firm having its office at Plot No.8, Road No.5, Nacharam Industrial Estate, C/o. Dilpreet Tubes, Hyderabad 500 067 represented by its Managing Partner Shri.. Sudhir U Mehta S/o. Late Shri. Uttamlal Mehta.
- 2. Shri. Ketan C. Parekh S/o. Shri. Chandrakanth M. Parekh aged 44 years Occupation: Business, resident of H.No.30, Luxura Greens, Opp. Kendriya Vidyalaya, New Bowenpally, Secunderabad -- 500 011.
- 3. Shri. Ratan N. Mulani S/o. Late Shri. Nathumal R. Mulani aged 58 years Occupation: Business, resident of H. No.1-8-303/31, Prendergast Road, Secunderabad 500 003.

. Shri. Pradeep N. Mulani Late Shri. Nathumal R. Mulani aged 53 years Occupation: Business, resident of H. No.1-8-303/31, Prendergast Road, Secunderabad – 500 003.

For GULMOHAR RESIDENCY

Partnee:

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- 5. Shri, Mehul V. Mehta S/o. Late. Shri, Vasant U. Mehta aged 37 years Occupation: Business, resident of Plot No. 21, Bapubagh Colony, Prendergast Road, Secunderabad 500 003.
- 6. Shri. Jayesh P. Mulani S/o. Shri. Pradeep N. Mulani aged 22 years, Occupation: Business, resident of H. No.1-8-303/31, Prendergast Road, Secunderabad 500 003.
- 7. Shri. Bassar N. Mulani S/o. Late Shri. Nathmal Mulani aged 63 years, Occupation: Business, resident of Plot No. 31, Surya Nagar Colony, Kharkhana, Secunderabad 500 009.
- 8. Shri. Manish Shanghvi S/o. Dr. Shri. Upendra Shanghvi aged 44 years, Occupation: Business, resident of H. No. 801, Bajaj Society, Bajaj Road, Vile Parle (West), Mumbai 400 056.
- 9. Shri Sudhir U. Mehta, S/o. Late Uttamlal Mehta, aged about 57 years, Occupation: Business, resident of Plot No. 21, Ground Floor, Bapubagh Colony, P. G. Road, Secunderabad 500 003.
- Shri. Karna S. Mehta S/o. Shri. Sudhir U. Mehta aged about 23 years, Occupation: Student, resident of Plot No. 21, Ground Floor, Bapubagh Colony, P. G. Road, Secunderabad 500 003.
- 11. Shri. Rahul. B. Mehta, S/o. Late Shri Bharat U. Mehta, aged about 33 years, Occupation: Business, resident of Uttam Towers, 4<sup>th</sup> Floor, D. V. Colony, Minister Road, Secunderabad 500 003.
- 12. Shri. Tejas D. Mehta, S/o. Shri. Deepak U. Mehta, aged about 37 years, Occupation: Business, resident of 83, Jeera, Secunderabad 500 003.
- 13. Shri. Hardik D. Mehta, S/o. Shri. Deepak U. Mehta, aged about 32 years, Occupation: Business, resident of 83, Jeera, Secunderabad 500 003.

(Hereinafter referred to as the Indemnifying Party).

#### INFAVOUR OF

- 1. M/s. Modi Properties & Investments Pvt Ltd a company incorporated under Companies Act 1956, having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad 500 003 represented by its Managing Director Shri. Soham Modi.
- 2. Shri. Kirit Chandrakanth Shanghvi S/o. Shri. Upendra Shanghvi aged 65 years, Occupation: Business, resident of H. No. 8, Gopal Bhavan, 4<sup>th</sup> Floor, Bapu Bhai Vashi Road, Vile Parle (West) Mumbai 400 056.
- 3. Shri Premal C Parekh, S/o. Late. Shri. Chandrakanth M. Parekh aged 43 years Occupation: Business, resident of A-4/3, Chandralok Complex, 111, S. D. Road, Secunderabad 500 003. (Hereinafter referred to as the Indemnified Party).

The term Indemnifying Party &Indemnified Party shall mean and include unless repugnant to the context or meaning thereof to mean and include its successors, administrators and permitted

assigns;

For GULMOHAR RESIDENCE

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#### WHEREAS:

- A. The Indemnifying Party no. 1 is a registered partnership firm namely M/s. "Gulmohar Residency" having its registered office at Plot No.8, Road No.5, Nacharam Industrial Estate, C/o. Dilpreet Tubes, Hyderabad - 500 067 and governed by partnership deeds dated 19.11.2005, 01.12.2005, 15.04.008, 05.03.2014 and retirement deeds dated 15.04.2008, 05.03.2014.
- B. The Indemnified Parties are the retiring partners of the said firm and Indemnifying Party no. 2 to 13 are the continuing partners of the said firm.
- C. The said firm is in the business of real estate development and proposes to continue the same business. In the course of business the firm has (and may do so in the future) acquired lands, entered into joint development agreements, undertaken development, sold land or constructed area, etc. -
- D. During the course of the business the firm is liable to discharge its statutory liabilities to several different authorities. Further, the firm has/may raise both secured and unsecured loans. During the course of business liabilities may arise for several reasons including differing interpretations regarding the applicability of statutory taxes/liabilities, differences with lenders, claims by purchasers, claims on land by third parties, differences between partners, etc. In a normal course of business such liabilities may be contested or paid off as the situation may demand. Further, it is very likely that due to a liquidity crunch or losses in business the firm may not be able to discharge its liabilities.
- E. The Indemnified Party has requested the Indemnifying Party to indemnify them against past, present and future liabilities of the firm and the Indemnifying Party have agreed to do so.

## NOW THIS INDEMNITY DEED WITNESSETH AS UNDER:

- 1. That the Indemnifying Party shall keep indemnified the Indemnified Party 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 Indemnifying Party. Specifically, the Indemnified Party shall be indemnified by the Indemnifying Party against statutory liabilities like PF, ESI, Income Tax, VAT, Service Tax, etc., that may be due or become due including penalties, interest, etc.,
- 2. The Indemnifying Party shall keep the Indemnified Party 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.
- 3. The Indemnifying Party shall keep the Indemnified Party indemnified against any costs or consequences including penal action by any authority that may arise as a result of the activities of the Indemnifying Party including any development activity taken up by the Indemnifying Party.

4. It is hereby clarified that this Indemnity Deed shall be governed by and construed in accordance with the Indian law. It is also clarified that courts at Hyderabad have exclusive jurisdiction to settle any dispute arising out of or in connection with this Indemnity Deed and the Indemnifying Party submits to the exclusive jurisdiction of such courts.

FOR GULMOHAR RESIDENCE

Partnes:

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IN WITNESS WHEREOF, the Indemnifying Party has set its hand and seal to this Indemnity Deed on the day, month, and year first hereinabove written.

### WITNESSES:

1. Kromph of the

1. Gulmohar Residency,

(Sudhir. U. Mehta) (Managing Partner)

2. A. Sambeir has

4. Pradeep N. Mulani

6. Jayesh P. Mulani

4 Thangluri

8. Manish Sanghvi

Kamacmell

10. Karna S. Mehta

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12. Tejas D. Mehta

(Indemnifying Party)

2. Ketan C. Parekh

3. Ratan N. Mulani

5. Mehul V. Mehta

3. M. mulan

7.Bassar N. Mulani

9. Sudhir U. Mehta

I. Rahul B. Mehta

13. Hardik D. Mehta,