



INDIA NON JUDICIAL



Government of Uttar Pradesh

IN-UP77103537901713V

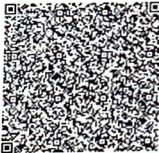
e-Stamp



₹300

₹300

Certificate No. : IN-UP77103537901713V
 Certificate Issued Date : 03-Aug-2023 11:08 AM
 Account Reference : NEWIMPACC (SV)/ up14493004/ MUHADABAD SADAR/ UP-MRD
 Unique Doc. Reference : SUBIN-UPUP1449300448643546565973V
 Purchased by : ACC BUILDERS THROUGH MANOJ KUMAR AHUJA
 Description of Document : Article 46 Patnership
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : ACC BUILDERS THROUGH MANOJ KUMAR AHUJA
 Second Party : MADAN LAL CHHABRA SO LATE THAKUR DASS
 Stamp Duty Paid By : ACC BUILDERS THROUGH MANOJ KUMAR AHUJA
 Stamp Duty Amount(Rs.) : 300
 (Three Hundred only)



Please write or type below this line

Deed of Retirement

This deed of retirement of partnership is executed on this 3rd day of August, 2023 between:

1. Smt. Jasbeer Kaur Chadha, W/o Late Shri Harbhajan Singh Chadha, R/o Civil Lines, Moradabad , hereinafter called the party of the 1st part;
2. Shri Gurjeet Singh Chadha, S/o Late Shri Harbhajan Singh Chadha, R/o Civil Lines, Moradabad, hereinafter called the party of the 2nd part.

Jasbeer Kaur Chadha
Gurjeet Singh Chadha
Manoj Kumar Ahuja
Manoj Kumar Ahuja

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.echilestamp.com' or using e-Stamp Mobile App of Stock Holding
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid
3. The onus of checking the legitimacy is on the users of the certificate
4. In case of any discrepancy please inform the Competent Authority

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ACC BUILDERS THROUGH MANOJ KUMAR AHUJA

3. Shri Inderjeet Singh Chadha, S/o Late Shri Harbhajan Singh Chadha, R/o Civil Lines, Moradabad , hereinafter called the party of the 3rd part;
4. Shri Madan Lal Chhabra, S/o Late Thakur Das, R/o Khushal Nagar, Moradabad, hereinafter called the party of the 4th part;
5. Shri Kapil Chhabra, S/o Shri Madan Lal Chhabra, R/o Khushal Nagar, Moradabad, hereinafter called the party of the 5th part;
6. Shri Rakesh Ahuja, S/o Shri Manohar Lal Ahuja, R/o Rajan Enclave, PAC Tiraha, Kanth Road, Moradabad, hereinafter called the party of the 6th part;
7. Shri Manoj Ahuja, S/o Shri Manohar Lal Ahuja, R/o Rajan Enclave, PAC Tiraha, Kanth Road, Moradabad, hereinafter called the party of the 7th part;
8. Shri Yuvraj Ahuja, S/o Shri Rakesh Ahuja, R/o Rajan Enclave, PAC Tiraha, Kanth Road, Moradabad hereinafter called the party of the 8th part;
9. Shri Prateek Ahuja, S/o Shri Manoj Ahuja, R/o Rajan Enclave, PAC Tiraha, Kanth Road, Moradabad hereinafter called the party of the 9th part;

(Hereinafter parties of the 1st to 3rd part collectively shall be referred to as the retiring partners and parties of the 4th to 9th part collectively as the continuing partners.)


Jasbir Kaur


Shashi




Kapil Chhabra




Rakesh Ahuja

WHEREAS parties to this deed had been carrying on the business in partnership under the trade name and style of M/s A.C.C. Builders under a deed of partnership executed on 27th day of December'2020 as amended by an amendment deed executed on 7th day of February' 2023.

AND WHEREAS party of the 1st part to this deed being Smt. Jasbeer Kaur Chadha, party of the 2nd part Shri Gurjeet Singh Chadha and Shri Inderjeet Singh Chadha being party of the 3rd part, being the retiring partners had stated their willingness out of their sweet and free will to retire from the partnership firm on and w.e.f. 3rd day of August'2023.

AND WHEREAS it is deemed necessary to reduce the terms and conditions of retirement in writing to avoid any possibility of future dispute.

Now the parties to this deed hereby execute this deed of retirement out of their own free and sweet will on the terms and conditions given here under:-

1. That the deed of retirement of partnership business shall be deemed to be effective on and w.e.f 3rd day of August'2023.
2. That the parties heretofore hereby declare that they have not received any amount for and on behalf of the partnership over and above what has been recorded in the books of the firm.
3. That it is expressly affirmed and declared that the accounts of all the assets and liabilities of partnership have been fully gone into and


Jasbir Kaur












understood and rendered by all the parties hereto and appropriated between them and have been accounted for in the books of accounts in token of the same.

4. That the financial statements along with all its enclosures / attachments up to the date of retirement on the basis of books of accounts have been drawn up, understood and accepted for by all the parties to this deed, a copy of which has been signed by all the parties to this deed in their own hands for the purpose of its identification. This copy having original signatures of all the parties to this deed shall be kept by the party of the 7th part, namely Shri Manoj Ahuja. However the other parties to this deed can obtain a photocopy of the said financial statements.
5. That balances in the capital accounts of the retiring partners, whether in credit or otherwise, shall be taken as loans from or to the retiring partners. It is agreed and accepted by all the parties to this deed that settlement of such loans shall be completed in not more than 90 days of the execution of this deed. In the eventuality of such settlement not being completed within the time so specified, the retiring partners shall be entitled or liable to interest on the balance amount @ 12% per calendar month or part thereof.
6. That it is agreed amongst the parties to this deed that the continuing parties shall be at liberty and have absolute right to carry on the business under the trade name and style of M/s A.C.C. Builders or any other name significantly resembling with this name either in partnership between themselves or in partnership with others.

Manoj
Sashiz Kaur
Shodha
Karan
Ujjwal
DA
Manoj Ahuja

7. That the retiring partners affirm that they hereby release, assign and transfer to the continuing partners all their share, right, title and interest in the said partnership firm and in all the properties, assets, permits, licenses, ownership rights, trade name, goodwill, contracts entered into, works executed, work-in-progress, deposits paid and moneys receivable, and properties of any other kind belonging to the erstwhile partnership firm and that henceforth all such claims, rights, properties, assets etc. shall vest in the continuing partners.
8. That it is expressly affirmed, agreed and declared by the parties hereto, that:
- a. If subsequent to the date of retirement, during the course of any proceedings whether legal or otherwise, the titles of any of the property already purchased and / or sold and the stock in trade still held by the firm at the time of retirement, is found to have been challenged or is found to be suffering, defective, inadequate, or otherwise and the partnership firm referred to herein before has to bear any financial loss / cost, including the cost incurred by the partnership firm to save the title of any property, such cost, charges, cost of litigation at the local court or any appropriate appellate authority, and the compensation, if any, in accordance with order pronounced by the appropriate court or as mutually settled by the litigant and the continuing partners, then such costs, compensation and expenses etc. shall be paid by the partners of the then firm when the sale and / or purchase of the disputed property was executed in


Jasbir Kaur





the proportion of their share in profit and loss as specified in the then partnership deed being in force at that time. It is expressly accepted and agreed that in the event of such loss / cost etc. arising after the death of any partner(s) of the partnership firm, then his / her legal representative or legal heir shall be liable to make good such loss / cost etc.

b. That the partners of the then partnership firm shall be individually liable for payment of Income-tax, Fringe Benefit Tax, Service Tax, Trade Tax / VAT, House Tax, Water Tax, any tax or cess levied by any local authority and the like, if any, as may be found after the execution of this retirement deed, due from the partnership. Likewise, they shall also pay whatever expenses and charges which are legitimately incurred on the disposal of Income-tax, Service Tax and Trade Tax / VAT cases of the partnership business. Such taxes, cess and expenses etc. shall be paid by all the partners of the then partnership firm in the ratio of their share in profit / loss as specified in the partnership deed in force at the time pertaining to the period to which any such tax etc. belonged.

9. That the books of accounts of the partnership business have been placed with mutual consent in the custody of party no 7 namely Shri Manoj Ahuja, who shall produce the same before any Income tax, Service Tax or Trade Tax / VAT and any other authority. The other parties to this deed shall be able to see the books at the business premises of the firm during business hours.



Jasbir Kaur









10. That the continuing partners to this deed shall be exclusively entitled to all assets and be responsible for all liabilities of the old firm except as specified in clause 8 above and the retiring partners shall not in any way be responsible for the same.
11. That it is mutually agreed between the parties to this deed that the retiring partners or their legal representatives / legal heir shall not be entitled to any goodwill and the like. The retiring partners shall be entitled to receive or liable to pay the balance lying to the credit / debit of their individual capital account inclusive of share in profit / loss till the date of retirement only.
12. That henceforth the retiring partners shall not execute any document, contract or MOU etc. with any customer, supplier of material, service provider, bank etc. on behalf of the partnership firm. Nor they will expose to any such outsider that they were still continuing as partner in the partnership firm.
13. That each of the parties hereto, hereby releases to other from all proceedings, accounts, costs, demands and liabilities in respect of the said partnership or concerning its conduct and the parties hereto expressly affirm, declare and covenant that save in so far has been stated in the forgoing clauses of this deed and without prejudice to the rights and remedies under the provisions of this deed of retirement, it is also expressly stated that even if there was any such claim or demand then the same shall be deemed to have been fully satisfied and given up by virtue of this mutual deed of retirement between the parties.


Jasbir Kaur







14. That the provisions of Indian Partnership Act, 1932 and the Indian Contract Act, 1872 shall be applicable on any issue not specified herein before.

In witness whereof the parties to this deed have put their signatures on this 3rd day of August'23.

Executants:


Jasbeer Kaur Chadha


Gurjeet Singh Chadha


Indrajeet Singh Chadha


Madan Lal Chhabra


Kapil Chhabra


Rakesh Ahuja


Manoj Ahuja



Yuvraj Ahuja


Prateek Ahuja

Witnesses:

1. Vinit Sharma
S/o Vipin Sharma
A6 G1-301 Asthiana Colony.
Kantk Road MBD.

2.


AKASH MAHENDRA
CIVIL ENGINEER
MORADABAD