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DEED OF DISSOLUTION made at MUMBAI on this
10th day of DECEMBER in the Christian Year TWO
 THOUSAND FOUR BETWEEN SHRI MURARILAL
 RAMPRASAD KOTIA, adult, Indian Inhabitant, residing at
 A/6, Kirti Mandir, 106, Lady Jamshedji Road, Mahim, Mumbai
 400 016, hereinafter referred to as "the CONTINUING
 PARTNER" (in which expression shall unless it be repugnant to
 the context or meaning thereof be deemed to mean and include
 his heirs, executors, administrators, nominees and assigns) of
 the ONE PART and MR. MADANMOHAN MURARILAL
 KOTIA also adult, Indian Inhabitant, residing at A/7, Kirti
 Mandir, 106, Lady Jamshedji Road, Mahim, Mumbai 400 016,
 hereinafter referred to as "the RETIRING PARTNER" (in
 which expression shall unless it be repugnant to the context or
 meaning thereof be deemed to mean and include his heirs,
 executors, administrators, nominees and assigns) of the OTHER
 PART.

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Mr. R. K. Kothia

RS. 200/- TWO HUNDRED ONLY

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 Smt. J. V. CHAVHAN
 Proper Officer
 General Stamps Office,
 MUMBAI

feet of carpet area construction being entire ground, first, fifth and six floors for the parties hereto.

IV. In the meanwhile before completion of construction, parties have mutually agreed to dissolve the partnership and decided to divide the said property and pay off the retiring partner by giving part of the property to settle his account in the manner following :

NOW THIS DEED OF DISSOLUTION WITNESSETH
AND IT IS HEREBY AGREED, DECLARED, CONFIRMED
AND RECORDED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

1. The partnership subsisting between the parties hereto under a Deed of Partnership dated 5th day of November 1983 is hereby dissolved to the end and intent that the Retiring partner has retired from the said firm allowing and permitting the Continuing partner to take over and continue said partnership business together with assets and liabilities including said property minus, allotment made to the Retiring Partner.

2. In consideration of the retirement of the Retiring Partner from the said partnership of M/s. Asian Marble Industries, the Continuing partner doth hereby allot on ownership basis premises admeasuring about 3790 square feet carpet area being entire ground and sixth floor alongwith terrace rights more particularly described in the Second Schedule hereunder written on ownership basis to the Retiring Partner as and by way of full and final consideration including refund of capital contribution, interest and credit balances if any.

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3. The certified true copy of the plan as sanctioned by the Municipal Corporation of Greater Mumbai vide IOD No.CE/7833/WS/AK dated 26th day of December 2002 as amended on 29th November 2004 has been annexed hereto. Said plan has been demarcated with the properties coming to the share of Continuing Partner and properties coming to the share of Retiring Partner.
4. The Retiring Partner doth hereby agree and confirm that the properties allotted to him are in full and final settlement of his right, title, interest, claim, benefit and advantage in the said property and or partnership assets, name, goodwill etc and agrees not to make any further claim in that behalf.
5. It is specifically agreed by and between the parties hereto that the erstwhile partnership asset has been valued properly, liabilities determined and accounts have been finalised between the parties hereto and save and except consideration payable under this Dissolution now nothing is due and payable by the Continuing partner and the Retiring partner agrees and undertakes not to make any claim in that behalf.
6. The Continuing partner agrees and undertakes to bear, pay, discharge, liabilities of the erstwhile partnership firm known or unknown, disclosed or undisclosed, present, future or contingent to the trade debtors or government departments including income tax, sales tax, excise, profession tax or of any nature whatsoever and save, defend, indemnify and keep the Retiring partner indemnified of and from any such claim, action, demand, prosecution in that behalf except the liability of

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capital gains tax under the Income Tax Act which has already been crystallized in the income tax under the income tax return for Assessment Year 2002-2003 while exercising option u/s. 45(2) of the Income Tax Act, 1961, and which is becoming due for payment at the time of the sale of the relevant property of the firm. Since such liability is arising at the point of sale of relevant property and pending to such sale the property is in the form of stock in trade has been divided amongst the partner and the partners of erstwhile firm have been given the specified area to settle their partnership account and therefore the relevant portion of said property on completion of construction thereof will be sold by the respective partners individually at later date, and the tax liability thereon shall also arise at such later date, being the tax liability is attached to the said relevant property and it shall be borne at the time of sale of such property by partners individually to the extent of proportion of property held and sold by them. Both the parties agree that in terms of development agreement dated 18th day of June 2004 the developer shall complete the development and the Continuing Partner shall retain 6061 sq. feet of carpet area being entire first and fifth floor and balance area duly developed shall be given to Retiring Partner as agreed in this Deed of Dissolution and to the Developer as agreed under development agreement dated 18th day of June 2004.

7. In consideration of the assignment and transfer of portion of said property more particularly described in the Second Schedule hereunder written by the Continuing Partner to the Retiring Partner the Retiring Partner doth hereby release and assign his 40% partnership share, right, title, interest, claim,

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benefit, advantage in favour of the Continuing Partner and the Continuing partner shall be at liberty to carry on partnership or proprietorship business as successor to the erstwhile partnership firm and or add or substitute anyone as partners as Continuing partner may deem fit and proper in his absolute discretion.

8. The parties hereto do hereby release each other from the terms and conditions of the partnership recorded in a Deed of Partnership dated 5th day of November 1983.

9. The Continuing partner agrees and undertakes to complete the formalities of Dissolution at his own costs.

10. The parties hereto agree and undertake to each other to make, sign and execute such other and further papers, deeds, documents, writings as may be required to perfect each others titles to the respective properties coming to their respective shares.

11. Both the parties agree and undertake not to do any act, deed, matter or thing whereby rights of the other to the said property or any part thereof are affected, curtailed, restricted, restrained obstructed in any manner whatsoever.

IN WITNESS WHEREOF the parties hereto have hereunto and to the duplicate thereof set and subscribed their respective hands on the day, month and year first hereinabove written.

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THE FIRST SCHEDULE ABOVE REFERRED TO
ALL THAT 50% share in the property i.e. piece or parcel of land bearing C.T.S. No. 844/3, Revenue Village and City Survey Ambivali (AMBOLI), Taluka and Registration Sub-

District : Andheri, in the Registration District and District of Mumbai Suburban, admeasuring about 2417 sq.meters together with building under construction and assessed to municipal rates and taxes at house No.5601(2), Veera Desai Road at ' K West ' Ward and bounded as follows:

On or towards North : By Ambivali Village boundary and D.P. Road

On or towards East : By plot of co-owner and beyond that Fun Republic Theatre

On or towards West : By 120' wide New Link Road,

On or towards South : By 44' wide layout Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THOSE ownership premises being Office Nos. 1 to 6 at Ground Floor being entire ground floor as also entire Sixth Floor with Terrace Rights in aggregate 3790 sq. feet carpet area at said property more particularly described in the First Schedule hereunder written.

SIGNED AND DELIVERED)
by the withinnamed)
"CONTINUING PARTNER)

MR.MURARILAL RAMRASAD KOTIA)
in the presence of.....)

SIGNED AND DELIVERED)
by the withinnamed)
"RETIRING PARTNER")

MR.MADANMOHAN MURARILAL KOTIA)
in the presence of.....)

10/12/04
[Signature]
[Signature]
10-12-04

