

DEED OF RETIREMENT

THIS DEED/AGREEMENT is made at... this ... day of ... between Mr. A residing at ... hereinafter referred to as 'the Retiring Partner' of the One Part and Mr. 'B' residing at ... and Mr. 'C' residing at ... both collectively hereinafter referred to as the 'Continuing Partners' of the Other Part.

WHEREAS the parties hereto have been carrying on business -in partnership under the Deed of Partnership dated - entered into by the Parties hereto in the name of M/s. ...

AND WHEREAS the Retiring Partner has given notice to the Continuing Partners of his desire to retire from the said partnership as from the.... day of ...

AND WHEREAS accordingly, accounts have been made up of the assets subject to the debts and liabilities and of the profits earned till the said date and a sum of Rs. ... is found to be due and payable to the Retiring Partner In lieu of his share.

AND WHEREAS it is now proposed to execute this Deed of Retirement recording the terms and conditions of such retirement.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS-

1. The Retiring Partner doth hereby retire and shall be deemed to have retired from the said Partnership between the parties hereto and carried on as the name of M/s ... as from the ... day of, 2000.

2. As from the said date the Continuing Partners have been and will be entitled to continue to carry on the said business In partnership on such terms as may be agreed upon between them.
3. It is declared that except as hereinafter provided the Retiring Partner shall not have and he hereby releases all his share, right. title and Interest in the business, of the said partnership, Its assets Including goodwill, all licenses and permits held by the said Firm, Its outstandings dues and receivables and outstanding contracts, that the same shall belong to the Continuing Partners alone.
4. The Continuing Partners agree to pay all the debts and liabilities of the said Firm and to Indemnify and keep Indemnified the Retiring Partner against all such debts and liabilities and all loss, costs, charges and expenses that the Retiring Partner may Incur or suffer on account thereof.
5. The Retiring Partner confirms that as a result of accounts being taken a sum of Rs. ... Is due and payable to him in lieu of his share. right, title and Interest In the said partnership business including its assets and good will and he has no other claim against the Continuing Partners In respect of the said Firm.
6. The Continuing Partners covenant to pay the said sum of Rs... to the Retiring Partner by monthly instalment of Rs... the first of such instalment to be paid on the ... day of... and each subsequent Instalment on the ... day of each succeeding month until the whole amount is paid in full. if there Is any default In payment of any two instalments then the whole of the said amount or any part thereof then remaining due shall become

payable forthwith and the Retiring Partner will also be entitled to charge Interest at ... percent per annum on delayed instalments and until payment of the said amount in full, it will remain a charge on the assets of the said partnership.

7. The Retiring Partner agrees and undertakes that he will not use the name of the Firm and will not carry on the same or similar business as at present carried on by the Firm for a period of two years from now and within a radius of four kilometres from the place where the business of the Firm is carried on.
8. For the sake of convenience, the Retiring Partner appoints the Continuing Partners jointly and severally as his attorneys with authority or power to take legal action and to do all other acts and things necessary to recover the debts and liabilities due to the Firm in respect of the transactions or business done upto now.
9. The Retiring Partner agrees and undertakes to execute any document or papers as may be required to give complete effect to his retirement from the said partnership.
10. The retirement of the Retiring Partner shall be advertised in the Official Gazette and in the local newspapers as required by law and the registration entry of the Firm in the records of the Registrar of Firms will be got amended accordingly. The Retiring Partner agrees to sign application or papers required for the purpose.
11. The income tax payable by the Firm will be paid by the Continuing Partners and the Retiring Partner will pay the income tax on his income

and other moneys received from the Firm.

IN WITNESS WHEREOF the Partners have put their respective hands
the day and year first hereinabove written.

Signed and delivered by the withinnamed Retiring Partner Mr. A. in the
presence of

Signed and delivered by the withinnamed Continuing Partners B & C, in the
presence of