Mohini Constructions

RERA Quarterly Progress Report

1. General Information:

S.N.	Particulars	Details	Remarks
1	Progress Report Period	**Jan-Mar 2021**	
2	Name of Project	Apex Twin Tower, Ranipur Phulwarisharif	
3	Project Registration Number	BRERAP00985-1/773/R-459/2019	

2. Physical Status of the Project

S.N.	Particulars	Details	Remarks
1	**Block A**		
A	Status of Construction of Block A with Photograph	Construction Not yet started	
B	Status of Construction of each floor of Block A with Photograph	Construction Not yet started	
C	Status of construction of internal infrastructure and common areas of Block A with Photograph	Construction Not yet started	
2	**Block B**		
A	Status of Construction of Block B with Photograph	Casting of Ground Floor roof and Column of first floor completed the casting process of Ist floor is under Progress	
B	Status of Construction of each floor of Block B with Photograph	Casting of Ground Floor roof and Column of first floor completed	
C	Status of construction of internal infrastructure and common areas of Block B with Photograph	Construction Not yet started	
3	**Block C**		
A	Status of Construction of Block C with Photograph	Construction Not yet started	
B	Status of Construction of each floor of Block C with Photograph	Construction Not yet started	
C	Status of construction of internal infrastructure and common areas of Block C with Photograph	Construction Not yet started	

3. Financial Status of the Project

S.N.	Particulars	Details	Remarks
A	**Fund Recieved**		
1	Booking of flat	650000	(Recd Adv for 02 Flat i.e Rs 650000/-)
2	Equity	0.00	
3	Loan	0.00	
	Total	650000.00	
		Rs Six Lac Fifty Thousand Only	
B	**Balance Available**		
	SBI A/C (Project A/C)	Rs 24267.82/-	(As on 31st Mar 2021)
C	**Proposed Plan for sourcing of fund**		
1	Booking of flat	2500000.00	
2	Loan	1500000.00	

4. Status of No of Flats booked

S.N.	Particulars	Details	Remarks
A	**Flat Booked**		
1	Opening balance	0	
2	No of Flat booked in this quarter	0	Recd Advance for 02 Flat
3	Total no of flat booked	0	
B	**Booking of Garages**		
1	Opening balance	0	
2	No of Garages booked in this quarter	0	
3	Total no of Garages booked	0	

5. Status of Approvals if any:

S.N.	Particulars	Details	Remarks
1	Approvals Reced during this quater	Not Applicable	
2	Approvals applied during this quater	Not Applicable	
3	Approvals to be applied and date planned for application	Not Applicable	
4	Modification, amendment or revisions, if any issued by the competent authority with regard to any sanctioned plans, lay out plans, specifications, license, permit or approval for the project	Mohini Construction Partnership Deed got amended as one of Partner Smt. Mithilesh Devi got retired from the Mohini Construction, and as per new Deed Mr. Neeraj Kumar, Mr. Binod Kumar and Mr. Krishan Kanth are now partner in this firm, The same had informed to bank and Authorize Signatory were change as per new deed.	



बिहार BIHAR

Sl. No. ..... Date ..... Rs. ..... Sheet ..... AK 732812

Name .....

Add. .....

Dinesh Kr. Gupta
Stamp Vender, Civil Court Patna
LN.51/87

SUPPLEMENTAL DEED OF RETIREMENT-CUM-ADMISSION

This **DEED OF RETIREMENT-CUM -ADMISSION** made and entered into on this 10th day of December, 2020 at Patna between:

A. **Mr. Neeraj Kumar** S/o Sri Mohan Prasad, aged 33 Years, resident at Loco Colony, Qr. No. 365 B At +P.O- Khagaul Dist Patna- 801105 (hereinafter called the First Party, which expression shall include his successors, assigns, administrators, heirs and legal representatives) of the First Part(Hereinafter called the 'Continuing Partner' party of the First Part); and

B. **Smt. Mithelesh Devi** W/o- Sri Ram Kumar Sharma, aged 56 years, resident at Mithilesh Sadan, Sarvodaya Nagar, C.D.A. Colony, North L.B.S. Nagar, Patna, Bihar (hereinafter called the Second Party, which expression shall include his successors, assigns, administrators, heirs and legal representatives) of the Second Part (Hereinafter called the 'retiring Partner' party of the Second Part); and

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PARTNER

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C. **Sri.Binod Kumar Singh,** S/o. Sri Ram Sewak Singh, aged 51 Years, Residing at **Sheo Mandir, New Jakanpur,Patna-800001, Bihar** (hereinafter called the third Party, which expression shall include his successors, assigns, administrators, heirs and legal representatives) of the third Part(Hereinafter called the Party of the third Part and also called as party of New Partner); and

D. **Sri Krishan Kanth** S/o Sri Ram Kumar Sharma, aged 42 Years, resident at **"Mithilesh Sadan, Sarvodaya Nagar, CDA Colony, North LBS Nagar, Patna, Bihar** (hereinafter called the fourth Party, which expression shall include his successors, assigns, administrators, heirs and legal representatives) of the forth Part(Hereinafter called the Party of the fourth Part and also called as party of New Partner); and

WHEREAS the said First Part and Second Part are partners in the firm **M/s. Mohini Constructions** situated in Mithilesh Sadan, Sarvodaya Nagar, C.D.A. Colony, North L.B.S. Nagar Patna. and are bound as such under a deed partnership executed by them on the 08th day of November 2011 hereinafter referred to as the "partnership deed".

AND WHEREAS further the party hereto of the Second Part expressed her desire to retire on and with effect from day of 10th December 2020 vide notice dated 9th December 2020 from the said Partnership of leaving the party hereto of the first Part as the sole and absolute owner of all the Assets and Liabilities of the said Partnership of including the Goodwill thereof

AND WHEREAS the said Third Part and fourth part is desirous of being admitted as a member in the aforesaid firm of **M/s. Mohini Construction** and the said First Part are willing to admit him as New Partner.

NOW THEREFORE THE DEED WITNESSES that in pursuance of the said agreement and third and fourth part admitted as new partner, it is mutually agreed as follows:

1. This Deed is supplemental to the Deed of Partnership dated 08th November 2011 and made between the said parties.

2. AND WHEREAS the party hereto of the Second Part have agreed for the Retirement of the party hereto of the first Part.

3. AND WHEREAS the part of the third Part and fourth Part hereto expressed his desire to join the party of the First Part as partner to which the party hereto of the first Part agreed. AND WHEREAS the party hereto have expressed his desire to record the terms and conditions of Retirement of the Party hereto of the Second Part and admitting party of the third Part and fourth Part as new partner into writing.

4. That the partnership firm shall carry on its business in the name and style of **M/s MOHINI CONSTRUCTIONS,** having its office at Mithilesh Sadan, Sarvodaya Nagar, C.D.A. Colony, North L.B.S. Nagar Patna The name of the partnership may be changed from time to time with mutual consent of all the parties to this deed.

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Heeraj Kumar
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5. It is now proposed to execute this Deed of Retirement -Cum -Admission recording the terms and conditions of such retirement- Cum- Admission.

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

6. The parties hereto shall, as from the date hereof be and continue partners for the unexpired residue of the terms mentioned in para 01-18 of the partnership deed dated 08th November 2011 subject in all respects to the conditions, stipulations, and provisions of the aforesaid partnership deed, so far as applicable, and except as varied by this deed of agreement.

7. The party hereto of the Second Part has retired from the Partnership of on and with effect from day of 10th December 2020 and the party of the third Part and fourth Part are admitted on the same day.

8. Valuation and estimation of accounts to the mutual satisfaction of all the parties hereto have been made of all the properties, assets, subject to the debts and liabilities and of the profit earned till the date of retirement and effect of the said business of including the goodwill thereof as on the day of 10th December , 2020 and the retiring partner balance in his current and capital account will be transferred in the name fourth part as capital in the M/s Mohini Constructions and after this transfer there is no claim of second part in the property of M/s Mohini Constructions.

9. It is also agreed by and between the parties hereto that the Continuing Partner and New Partners shall become the absolute owner/s of the all the assets, liabilities, stock in trade, property, fixtures, articles and goodwill of the said business of and shall also be entitled to carry on and continue the said business under the name and style of **M/s. MOHINI CONSTRUCTIONS**. It is also declared that except as hereinafter provided the Retiring Partner shall have and hereby release all their 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 outstanding dues and receivables and outstanding contracts, that the same shall belong to the Continuing Partner and new partners alone.

10. In order to better enable the Continuing Partner and New Partners to get in and receive the Partnership estate, effects, assets and Premises the Retiring Partner hereby irrevocably appoints them the Continuing Partner and New Partner the true and lawful attorneys of the Retiring Partner in her/his names severally or jointly with and in the name of the other of them of the Continuing Partner and New Partners or otherwise but at the sole risk and costs of the Continuing Partner and New Partners to ask, demand, sue for recover and receive and to sign and give full and effectual receipt and discharge for all and singular the debts, estates and effects of or due or owing or in anywise belonging to the said Partnership or any party

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thereof with sufficient power and authority to settle all accounts, reckonings, matters and things whatsoever relating to the said business with all and every or any person/s whosoever and to compound for or release all or any of the debts or claims belonging thereto and to submit the same or any questions or controversy relating thereto to arbitration and otherwise to act in the premises in all things for the purposes aforesaid and generally to take and prosecute every and any method expedient whatsoever for recovering and receiving the said Partnership estate, effects or any part thereof in as full ample beneficial a manner to all intents and purposes as they the Retiring Partner/s and the Continuing Partner/s might or could jointly have done in case the said Partnership had been still subsisting.

11. The party hereto covenant with each other that the Continuing Partner and New Partners shall pay and satisfy or cause to be paid and satisfied all debts and liabilities of the Partnership on the date of the retirement of the Retiring Partner shall have no responsibility to discharge any of the liabilities thereof and will not have any claim over assets after the date of retirement and full and final settlement of accounts of retiring partner and liability of paying and satisfying the Liabilities of any sort of the Partnership Business on the day of their retirement except that the payment of Income Tax by the Retiring Partner on account of any Income accruing to them respectively from the Partnership till the date of their retirement shall be paid and discharged by the Retiring Partner only to whomsoever it may belong and the Continuing Partner and new partners shall not be responsible for the same.

12. 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 Partners may incur or suffer on account thereof.

13. The Retiring Partner agree and undertake that they will not use the name of the Firm and hereby mutually agree between retiring partner and continuing partners that Retiring partner may carry on similar kind of business with different name and style at any place in Patna and continuing partner have no any objection in this regard subject to Name and Style of existing firm.

14. The Retiring Partner hereby agrees and undertakes to sign, execute and do all such things in respect of further documents, deeds, acts and things as the Continuing Partner and New Partners shall reasonably require for completely and effectively carrying out this Deed of Retirement.

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Neeraj Kumar
PARTNER

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PARTNER

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Krishan Kanth
PARTNER

15. The partnership Business shall be continued to be carried on in the firm name and style of and may further be carried on in such other name or names as the parties of First Part, Third and fourth Part hereto may mutually agree upon from time to time.

16. The retirement of the Retiring Partners may be advertised in the local newspapers if require in the interest of firm. The retiring partner has no any objection in this regard. The Retiring Partners agree to sign application or papers required for the purpose.

17. That the shares of the partners in the profit & loss of the firm shall be as under:-

(I)	Sri Neeraj Kumar	- 65 %
(II)	Smt. Krishan Kanth	- 5%
(III)	Sri Binod Kumar Singh	- 30%

18. That the partner shall contribute capital in the business according to their convenience irrespective of their share held by them and the capital will be introduced as and when require by their mutual consent.

19. That a bank account or bank accounts in the name of the partnership firm shall be opened which shall be operated by the first and third part jointly or subject to any instruction(s) as may be given to the bankers from time to time by the firm under the signatures of the parties hereto or the resolution passed through the majority of the parties hereto.

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Neeraj Kumar
PARTNER

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Krishan Kanth
PARTNER

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

SIGNED, SEALED AND DELIVERED
by the within named Retiring Partner

1. **Smt. Mithilesh Devi**

In the presence of

MOHINI CONSTRUCTIONS
मिथिलेश देवी
PARTNER

SIGNED, SEALED AND DELIVERED
by the within named Continuing Partners

2. **Sri. Neeraj Kumar**

In the presence of

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Neeraj Kumar
PARTNER

SIGNED, SEALED AND DELIVERED
by the within named New Partners

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1. **Sri Binod Kumar Singh**

PARTNER

2. **Sri. Krishna kanth**

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Krishan Kanth
PARTNER

In presence of
SIGNED, SEALED AND DELIVERED
by Witness of this deed

NOTICE OF RETIREMENT OF PARTNERS TO HIS CO-PARTNERS

TAKE NOTICE that with effect from 9th December 2020, I shall retire from the firm of which I was the partner of SRI, Neeraj Kumar under the partnership deed dated **08th NOVEMBER, 2011** which firm is **M/s MOHINI CONSTRUCTIONS.**

Please note that after the date of retirement, I shall not be entitled to any profit or liable of any losses of partnership business.

Dated: 9th December 2020

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मिथिलेश देवी

PARTNER

Signature of Retiring Partner

(Mithelesh Devi)