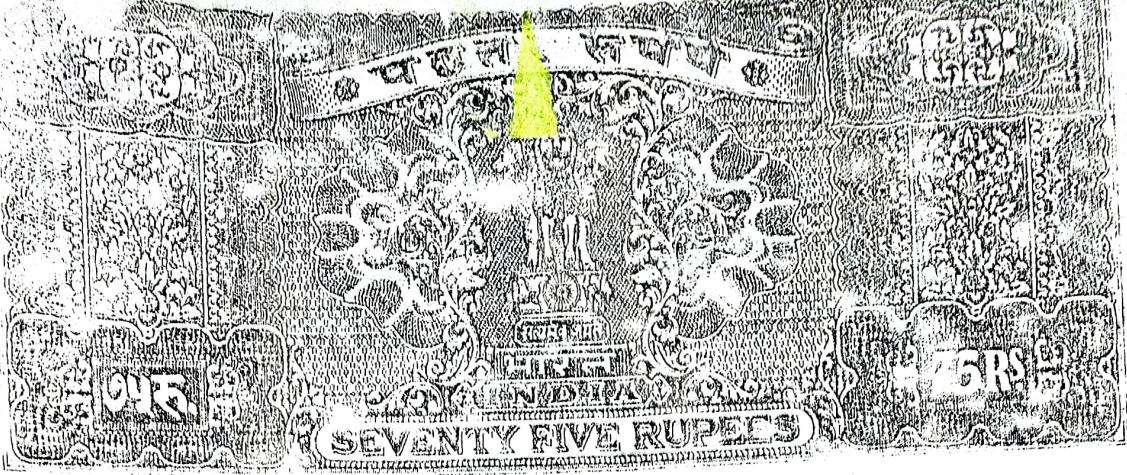


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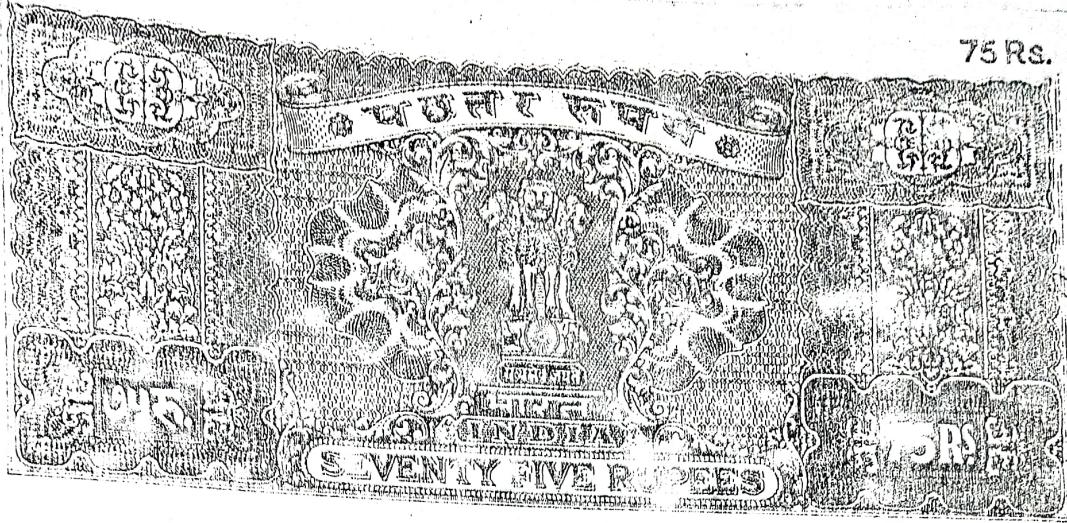


02.01.1984

This Deed of Partnership made this Second day  
of January One Thousand Nine Hundred and Eighty Four

02.01.1984  
BY AND AMONGST

1. Kailash Chandra, son of Late Shri Ghasite Lal, resident of 36-Rani Mandi, Allahabad, hereinafter called the Party No.1;
2. Ram Chandra, son of Late Shri Ghasite Lal, resident of 36-Rani Mandi, Allahabad, hereinafter called the Party No.2;
3. Prem Chandra, son of Late Shri Ghasite Lal, resident of 36-Rani Mandi, Allahabad, hereinafter called the Party No.3;
4. Subhash Chandra, son of Late Shri Behari Lal, resident of 36-Rani Mandi, Allahabad, hereinafter called the Party No.4;
5. Surash Chandra, son of Late Shri Behari Lal, resident of Village. Kishanpur, District-Fatehpur, hereinafter called the Party No.5;
6. Chhotey Lal Sonkar, son of Late Shri Ganga Prasad, resident of Khuldbabad Mandi, Allahabad, hereinafter called the Party No.6;
7. Kithai Lal Sonkar, son of Late Shri Ganga Prasad, resident of Khuldbabad Mandi, Allahabad, hereinafter called the Party No.7;



-2-

8. Jeet Lal, son of Late Shri Ganga Prasad, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.8;
9. Chiraunji Lal, son of Shri Chhotey Lal Sonkar, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.9;
10. Laxman Kumar, son of Shri Jeet Lal, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.10;
11. Umesh Chandra Sonkar, son of Shri Chhotey Lal, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.11

A N D

12. Bharat Kumar Sonkar, son of Shri Jeet Lal, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.12.

WHEREAS Kailash Chandra, Ram Chandra, Prem Chandra, Parties No. 1, 2, 3 alongwith Smt. Bhagwan Devi, wife of Late Shri Behari Lal and Shri Shiv Raj Chandra, son of Late Shri Ghasite Lal had formed a partnership in 1965 ( and were parties to the formal partnership deed executed by them on 15.7.1965) under the name and style of 'CHANDRA COLD STORAGE' which had been carrying on the business of running a cold storage installed at Arazi Nos. 103, 112, 113, 114, 115, 116 and 120

TEN RUPEES

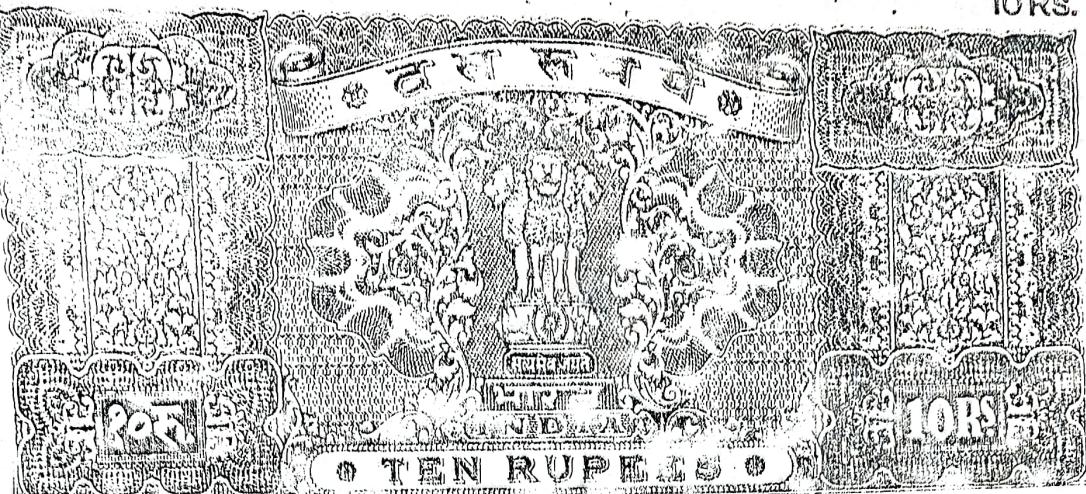
-3-

situated at Chak Maidapatti, Tehsil-Chail,  
Allahabad by utilising the partnership funds;

WHEREAS the partnership as formed by the  
aforesaid Kailash Chandra, Ram Chandra and Prem  
Chandra, parties No. 1, 2, and 3, Smt. Bhagwan  
Devi, wife of (Late) Shri Behari Lal and Shri  
Shiv Raj Chandra, son of Late Shri Ghasite  
Lal under the name and style of 'CHANDRA COLD  
STORAGE' in 1965 had undergone a change in  
its constitution with effect from 1.4.1975 when  
S/Shri Subhash Chandra and Suresh Chandra, Parties  
No. 4 and 5 had joined the firm and whereupon  
a fresh partnership deed had duly been executed  
by all of them on 10th April, 1975;

WHEREAS the partnership as formed by the  
aforesaid Kailash Chandra, Ram Chandra, Prem  
Chandra, Subhash Chandra, Suresh Chandra, Smt.  
Bhagwan Devi and Shri Shiv Raj Chandra under  
the name and style of 'CHANDRA COLD STORAGE'  
had acquired by purchase the Arazi No. 119 by  
virtue of a sale deed duly executed in favour  
of 'CHANDRA COLD STORAGE' and registered with  
the Sub-Registrar of Properties, Allahabad

.....4/-

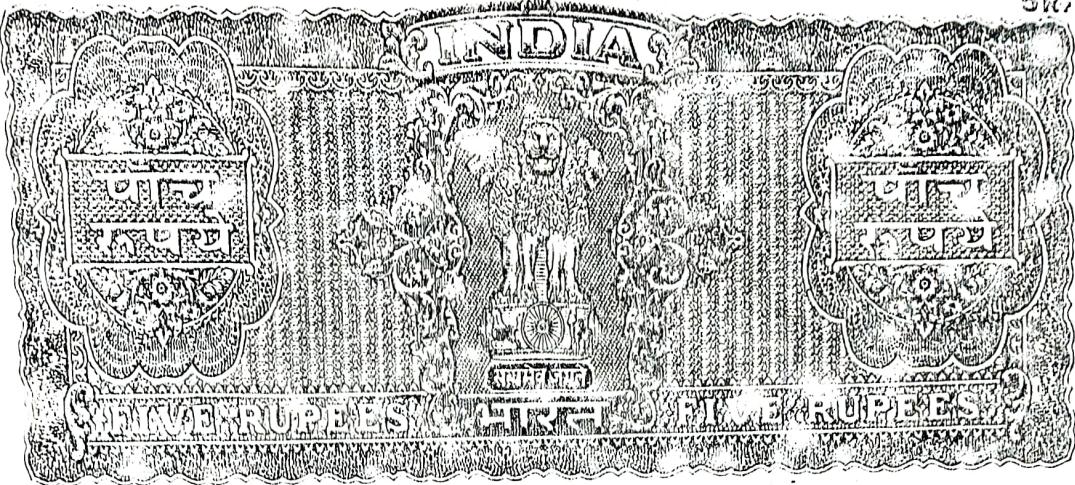


-4-

on 18th April, 1979 and carried out further expansion of their integrated cold storage unit in the years that followed;

WHEREAS after the death of Smt. Bhagwan Devi on 26th June, 1983 who had been a partner in the firm since its inception in 1965 and was one of the parties to the partnership deeds executed on 15.7.1965 and 10.4.1975, the partnership firm that had been formed under the name and style of 'CHANDRA COLD STORAGE' remained constituted by Sarva Shri Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra, Suresh Chandra, parties no. 1, 2, 3, 4 and 5 respectively and Shri Shiv Raj Chandra;

WHEREAS Shri Shiv Raj Chandra who had been a partner in the partnership firm 'CHANDRA COLD STORAGE' since its inception in 1965 and was one of the parties to the partnership deeds executed on 15.7.1965 and 10.4. 1975, has been missing from 23.9.1983 and all efforts to trace him have gone in vain;



-5-

WHEREAS the partnership that existed before coming into force of these presents, had been facing great financial and managerial difficulties in day to day running of its business;

WHEREAS after the disappearance of S/ Shri Shiv Raj Chandra on 23.9.1983 and after all the efforts to trace him having failed, the remaining partners S/ Shri Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra and Suresh Chandra, Parties No. 1, 2, 3, 4 and 5 respectively have, with a view to continue to carry on the business of the partnership which they hitherto had been carrying on under the name and style of 'CHANDRA COLD STORAGE', felt the necessity of reconstituting the said partnership firm and in that connection solicited the association of Sarva Shri Chhotey Lal Sonkar, Mithai Lal Sonkar, Jeet Lal, Chiraunji Lal, Laxman Kumar, Umesh Chandra Sonkar and Bharat Kumar Sonkar, parties No. 6, 7, 8, 9, 10, 11 and 12;

WHEREAS S/ Shri Chhotey Lal Sonkar, Mithai Lal Sonkar, Jeet Lal, Chiraunji Lal, Laxman Kumar, Umesh

Chandra Sonkar, Bharat Kumar Sonkar, Subhash Chandra, Prem Chandra, Suresh Chandra, Kailash Chandra, Ram Chandra, Shiv Raj Chandra, Sarva Chhotey Lal Sonkar, Mithai Lal Sonkar, Jeet Lal, Chiraunji Lal, Laxman Kumar, Umesh Chandra Sonkar and Bharat Kumar Sonkar.

Chandra Sonkar and Bharat Kumar Sonkar parties No. 6, 7, 8, 9, 10, 11 and 12 respectively have agreed to join S/Shri Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra and Suresh Chandra, Parties No. 1, 2, 3, 4 and 5 respectively in the partnership and accordingly the parties hereunto have formed themselves into the partnership under the name and style of 'CHANDRA COLD STORAGE' with effect from 2nd January, 1984;

WHEREAS in consequence of the admission of S/Shri Chhotey Lal Sonkar, Mithai Lal Sonkar, Jeet Lal, Chiraunji Lal, Laxman Kumar, Umesh Chandra Sonkar and Bharat Kumar Sonkar, Parties No. 6, 7, 8, 9, 10, 11 and 12 respectively as aforesaid into the partnership, it has been considered necessary to reduce to writing and place in legal form the terms and conditions on which the business is to continue on and from 2.1.1984.

NOW THIS DEED WITNESSETH AND THE PARTIES HEREUNTO AGREE AND DECLARE AS UNDRI :-

1. The partnership as formed by Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra, Suresh Chandra, Chhotey Lal Sonkar, Mithai Lal Sonkar, Jeet Lal, Chiraunji Lal, Laxman Kumar, Umesh Chandra Sonkar and Bharat Kumar Sonkar, parties No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 has come into existence with effect from 2.1.1984.

2. The name of the firm is and shall be 'CHANDRA COLD STORAGE' and the partnership business shall accordingly be carried under that name and style. The partners may, however, change the name of the partnership and/or can carry on business with such modification/ substitution in the firm's name or any of its business as may be mutually decided

by them from time to time.

3. The principal place of business shall be at Khuldabad Mandi, Allahabad. The same can, however, be supplemented and/or succeeded by such other place or places of partnership business or businesses, centres and/or branch(es) to be known by any name or designation as may be opened, maintained, or otherwise established or decided to be so opened, maintained or established by mutual consent of the partners.

4. The business of the firm shall be to preserve, store on hire and/or at their own and deal in potatoes and other eatables and to carry on other works allied or incidental to the said business. The firm can do and undertake such other different business or businesses which the partners may, by mutual consent, decide to do from time to time.

5. The partners agree to invest in the capital of the firm such amount as may be required from time to time for the purposes of the business. All the investments made by the partners shall be treated as capital of the firm.

6.1 The firm can, for the purpose of its business borrow money from any source(s) on such rate or rates of interest as may be decided by mutual consent of the partners from time to time.

6.2 The borrowings for the purposes of the business of the firm, shall be made in the firm's name and the

same shall be truly and fully accounted for in the books of account maintained in regular course of business. Any borrowings made in violation of the procedure laid down herein above, shall not bind the firm and for that reason the parties hereunto in their respective capacities as partners.

7. For the sake of smooth running and managing the business of the partnership, Shri Jeet Lal, Party No. 8 above shall be the 'Managing Partner' of the firm and in that capacity he shall have, without prejudice to the rights and duties of other partners, the rights :-

- a) to open any bank account or bank accounts in any bank or banks in the name of the firm including current accounts, cash-credit accounts, over-draft accounts, fixed deposit accounts etc. and to operate all such accounts and whenever thought necessary or fit to close all or any of such accounts;
- b) to carry on, manage, conduct and supervise the business of the firm and to do such other acts that are incidental to it and necessary for the purpose.
- c) to adjust, settle, compromise and submit to arbitration all accounts, debts, claim, demands, dispute and matters which may subsist or arise between the firm and any person or persons and to abide by the same;

d) to demand, receive, accept, exercise, or utilise and claim, thing, privilege, licence, or any object to which the firm is entitled and to make and give receipts, releases and other discharge for moneys payable to the firm and for any claim and demand of the firm;

e) to appear before all Courts of Law, Income-tax Authorities, Sales Tax Authorities, Local Bodies, Central Excise Authorities, Authorities constituted under the Motor Vehicle Act and other Government/Semi-Government Authorities to represent the firm in any matter or business concerning the aforesaid firm;

f) to sign, subscribe and verify all plaints, written statements, pleadings, applications, affidavits, execution applications, Vakalat-namas and other papers and documents that may be necessary in connection with any Suit or any other legal proceedings pending before any Court of Law, any taxation Authorities, Income-tax Authorities, Authorities under the Local Bodies Act;

g) to delegate all or any of the powers hereby given to any person or persons either specially or generally and for such period or periods as may be thought necessary and to sign and execute powers of attorney in favour of such person or persons and whenever thought fit to cancel or revoke all or any of such powers; and all such acts, deeds and things done by him lawfully shall be construed as acts, deeds and things done by the firm.

8. That Shri Jeet Lal shall be allowed a 'Managerial Allowance' calculated at Rs.500/- per month and the allowance so paid shall be a charge on the Profit and Loss Account of the firm.

9. All the assets, liabilities, rights, privileges, obligations, commitments of the old firm, shall, mutatis-mutandis, be the assets, liabilities, rights, privileges, obligations and/or commitments etc. of the partnership firm formed by the parties hereunto by virtue of these presents and it will continue to honour all agreements entered into in the name of CHANDRA COLD STORAGE.

PROVIDED that in relation to the business done prior to 2.1.1984 the partnership formed by these presents shall be liable to such civil liability only that are incidental or attached to the business done for and on behalf of the firm upto that period. In case the partnership formed by these presents is required or called upon to pay or discharge such liability which is not incidental to the business done by the erstwhile partnership prior to 2.1.1984 or is in the personal nature of the partners of that partnership; the same shall be borne jointly and/or severally by S/Shri Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra and Suresh Chandra, Parties No. 1, 2, 3, 4 and 5 respectively.

10. The 'Partnership Property' which for all intents and purposes, shall consist of all assets, moveable immovable properties including land ( which in the land

records is numbered as Arazi No. 103, 112, 113, 114, 115, 116, 119 and 120 Chak, Maidapatti, Allahabad and which is appurtenant to the cold storage) Cold Storage Building, shed and other properties constructed and erected thereon, Plant and Machinery and other mechanical contrivances installed and/or lying in the said cold storage, House No. 89-Meerapatti, J.L.

\*Road, Allahabad, effects, stocks, rights, licences, permits, firms name and goodwill, telephone, electricity and power connections and hereditments and the actionable claims etc. and/or any rights title or interest in such property either introduced initially in the partnership created by these presents or resulting herefrom with the formation thereof or as may come to be acquired or possessed or as may be created by acts of any one or more or all the partners during the course of carrying on the partnership business for the time being in the firm, shall always belong to and vest in the continuing partners and the outgoing partner(s) and/or their representative(s) shall not have any interest or right or claim in such 'Partnership Property' on his/their retirement or death.

11. The firm shall keep and maintain the books of accounts of all dealings and transactions as per law and custom and the same shall be closed on 31st December each year. The firm can change the accounting period and can have different accounting periods for different branch or branches, if any.

12. The profits/losses determined after charging all the expenses of the business and depreciation on assets shall be allocated amongst/borne by the partners in the following proportions :-

<u>Name of the partner</u>	<u>Share in profit/loss</u>
S/ Shri	
1. Kailash Chandra	8- $\frac{1}{3}\%$
2. Ram Chandra	8- $\frac{1}{3}\%$
3. Prem Chandra	8- $\frac{1}{3}\%$
4. Subhash Chandra	8- $\frac{1}{3}\%$
5. Suresh Chandra	8- $\frac{1}{3}\%$
6. Chhotey Lal Sonkar	8- $\frac{1}{3}\%$
7. Mithai Lal Sonkar	8- $\frac{1}{3}\%$
8. Jeet Lal	8- $\frac{1}{3}\%$
9. Chiraunji Lal	8- $\frac{1}{3}\%$
10. Laxman Kumar	8- $\frac{1}{3}\%$
11. Umesh Chandra Sonkar	8- $\frac{1}{3}\%$
12. Bharat Kumar Sonkar	8- $\frac{1}{3}\%$

13. The firm can give power of attorney to any person or persons for any special or general work of the firm and any act done bonafide and within the terms of the power of attorney shall be binding on the firm.

14. The partnership shall be at WILL.

15. In ~~any~~ <sup>such</sup> case any partner(s) desires/desire to retire from the partnership, he/they shall give one month's notice in writing in the name of the firm and on the expiry of the said period of one month, he/they shall stand retired from the firm. Such retiring Partner(s) shall not be entitled to any value for the name and goodwill of the firm.

16. Retirement, insolvency or death of any partner will no ipso-facto dissolve the firm, The remaining partners will continue to carry on the business in partnership with such change or changes as they may agree upon and they may operate bank account(s) and receive and make payments in respect of partnership assets, funds etc.

17. No partner is entitled to sell, assign, subject to charge or lien or otherwise encumber his right or interest in the partnership firm without prior consent of the other partners.

18. Any term of the partnership provided herein may be amended or varied by a regular adendum on a regular stamp paper or by a resolution in writing signed by all the parties hereto without executing fresh deed of partnership. Any such resolution or adendum signed by all the parties hereto shall be considered a part of this partnership deed and shall be binding on the parties concerned.

19. The partnership shall be governed by the provisions of the Partnership Act and the Rules made thereunder from time to time except to the extent provided hereinbefore.

20. In case of any difference or dispute amongst the partners in relation to the partnership firm and/or its business which they are not able to settle mutually, the same shall be referred to Arbitration and decided as per

provisions of Indian Arbitration Act.

IN WITNESS WHEREOF THE PARTIES HEREUNTO  
have put their hands respectively on this Deed of  
Partnership on this Second day of January, 1984 at  
Allahabad.

4/1  
1/2  
1/3

23.

WITNESSES:

1. K. C. Chandra

225 Gajiwani To  
Allahabad.

2. K. K. Srivastava  
222, Bahadurpuri  
All.

K. C. Chandra

1. (KAILASH CHANDRA)

Ram Chandra

2. (RAM CHANDRA)

Prem Chandra

3. (PREM CHANDRA)

Subhash Chandra Agarwal

4. (SUBHASH CHANDRA)

Suresh Chandra Agarwal

5. (SURESH CHANDRA)

Chhotey Lal Sonkar

6. (CHHOTAY LAL SONKAR)

Mithai Lal Sonkar

7. (MITHAI LAL SONKAR)

Jeet Lal

8. (JEET LAL)

Chiranjit Lal

9. (CHIRANJIT LAL)

Laxman Kumar

10. (LAXMAN KUMAR)

Umesh Chandra Sonkar

11. (UMESH CHANDRA SONKAR)

Bharat Kumar Sonkar

12. (BHARAT KUMAR SONKAR).

Dra: