01.11.23

ACC Name-Surendra Kumar Mishra
ACC Add-District Court, Prayagraj
ACC Code-UP14274604, Licence No-912
Tensil & District-Sadar, Prayagraj

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No.	:	**IN-UP43428083042590T**
Certificate Issued Date	:	05-Mar-2021 02:39 PM
Account Reference	:	NEWIMPACC (SV)/ up14274604/ PRAYAGRAJ SADAR/ UP-AHD
Unique Doc. Reference	:	SUBIN-UPUP1427460475027770462143T
Purchased by	:	Saleem Ahmad
Description of Document	:	Article 24 Copy or Extract
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	Not Applicable
Second Party	:	Saleem Ahmad
Stamp Duty Paid By	:	Saleem Ahmad
Stamp Duty Amount(Rs.)	:	10 (Ten only)

1458-H

के साथ प्रस्तुत किया गया

कार्यालय उपनिबन्धक सदर प्रयागराज

----------Please write or type below this line----------

Statutory Alert:

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

58 [illegible]

बही नम्बर ४---दस्तावेज का सिलसिलेवार नम्बर 65

मालियत स्टाम्प	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख	
60+60+40+40= 200/-	पार्टिशन डीड	[illegible]

01-11-1983.

नकल दस्तावेज

This Agreement made THIS first day of November one Thousand Nine Hundred and Eighty Three 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. Ramchandra Son of late Shri Ghasite lal resident of 36 Rani Mandi Allahabad hereinafter called the Party No.2. 3. Premchandra 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. Suresh chandra Son of late Shri Behari Lal resident of village Kishanpur District Fatehpur hereinafter called the Party No.5. 6. Subhash Chandra Son of late Shri Behari lal resident of 36 Rani Mandi Allahabad in his capacity as legal heir and a representative of his mother Smt. Bhagwan Devi hereinafter called the Party No.6. 7. Suresh chandra Son of late Shri Behari lal resident of village Kishanpur District Fatehpur in his capacity as legal heir and a representative of his mother Smt. Bhagwan Devi hereinafter called the Party No.7. 8. Smt. Padma Rani Wife of Shri Shiva Raj Chandra in her capacity as legal representative of her husband Shri Shiv Raj Chandra resident of 36 Rani Mandi Allahabad hereinafter called the party No.8.

नकल संख्या.....

[illegible] 22-7-81—12,700 प्रतियाँ

बही नम्बर ४–दस्तावेज का सिलसिलेवार नम्बर 65 Contd

59

मालियत स्टाम्प	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

9. Hansh Kumar son of Shri Shiv Raj Chandra in his capacity as a legal representative of his father Shri Shiv Raj Chandra resident of 36 Rani Mandi Allahabad hereinafter called the party No. 9

10. Vinay Kumar son of Shri Shiv Raj Chandra in his capacity as a legal ~~respent~~ representative of Shri Shiv Raj Chandra resident of 36 Rani Mandi Allahabad hereinafter called the party No. 10. hereinafter collectively called as Parties of the first part which expression unless the contrary appears from the context shall include their legal heirs representatives administrators assigns members of the family and any other person or persons claiming through and/or under Trust A N D 11. Chhotey lal Sonkar son of late Shri Ganga Prasad resident of Khuldabad Mandi Allahabad hereinafter called the party No. 11. 12. Mithai Lal Sonkar son of late Shri Ganga Prasad resident of Khuldabad Mandi Allahabad hereinafter called the party No. 12. 13. Jeet Lal Sonkar son of late Shri Ganga Prasad resident of Khuldabad Mandi Allahabad hereinafter called the party No. 13. 14- Chiraunji Lal son of Shri Chhotey Lal Sonkar resident of Khuldabad Mandi Allahabad hereinafter called the party No. 14. 15. Laxman Kumar son of Shri Jeet Lal resident of Khuldabad Mandi Allahabad

बही नम्बर ४—दस्तावेज का सिलसिलेवार नम्बर 65 contd

मालियत स्टाम्प	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

hereinafter called The Party No. 15. 16. Umesh Chandra Sankar Son of Shri Chhotey Lal resident of Khuldabad Mandi Allahabad hereinafter called the Party No. 16. 17. Bharat Kumar Sankar Son of Shri Jeet Lal resident of Khuldabad Mandi Allahabad hereinafter called the Party No. 17. hereinafter collectively called as the Parties of the Second Part which expression unless the contrary appears from the context shall include their legal heirs, representatives administrators assigns, members of the family and other person or persons claiming through under under trust. Whereas Kailash Chandra Ram Chandra Prem Chandra Parties No 1, 2 and 3 respectively (out of the parties of the first part) along with 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 more 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 Mauza No 103, 112, 113, 114, 115, 116 and 120 situated at Chak Maidapatti, Tehsil Chail Allahabad by utilising the partnership funds Whereas partners aforesaid land (more particularly described

नकल संख्या.....

तैयारी [illegible] निबन्धन-22-7-81—12,700 पुस्तकें

[illegible] 12,700 पुस्तकें

मालियत स्टाम्प	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

as arazi No.116 measuring 19 Biswa Arazi No. 112 measuring 12 Biswa Arazi No.103 measuring 5 Biswa situated at chak Maida Patti Tehsil Chail Allahabad that had been purchased by sale Deeds duly registered in favour of "CHANDRA COLD STORAGE" and registered with the Sub Registrar of properties Allahabad on 5.11.1967, 31.5.1968 and 17.10.1968 respectively) and part of the land more particularly described as Arazi No.113, 114, 115 and 120 situated at chak Maida Patti Tehsil Chail Allahabad which originally belonged to the two brothers Viz. Shri Ghasite lal and Behari lal and which was later on inherited by their respective sons) which had been contributed by S/Shri Kailash Chandra Ram Chandra, Shiv Raj Chandra, Prem Chandra all sons of Shri Ghasite lal and Smt. Bhagwan Devi (now deceased) wife of Shri Behari lal with full and free consent of the two sons namely Subhash Chandra and Suresh Chandra) to the partnership originally formed amongst themselves in 1965 under the name and style of CHANDRA COLD STORAGE and the entire land (described as Arazi No. 103, 112, 113, 114, 115, 116 and 120 in the land record) together with the refrigerated storage unit that was set up thereon and the House No.89 situated at Mirapatti G.T. Road Allahabad (which was

डी० एल० यू० प्रेस-(वी०); इलाहाबाद—22-7-81—12,700 पुस्तकें

बही नम्बर ४—दस्तावेज का सिलसिलेवार नम्बर 65 (सत्ताव.)

62

मालियत इस्तावेज	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

acquired through a sale deed duly registered with the Sub-Registrar of Properties at Allahabad on 6.9.1974 had been held to be the partnership property throughout its existence. Whereas the partnership as formed by the aforesaid Kailash Chandra Ram Chandra and Prem chandra parties No. 1, 2 and 3 respectively (out of the parties of the first part) 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 (out of the parties of the first part) 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 on 18th April

14580-A

प्रकाशन [illegible] 12-7-82 [illegible] 12,700 पुस्तकें
[illegible] 31-8-81—14,700 [illegible]

मालियत रुपया	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

1979 and carried out further expansion of their integrated cold storage unit in the years that followed. whereas the partnership as constituted by the aforesaid Kailash Chandra, Ramchandra, Prem Chandra, Subhash Chandra, Sutesh Chandra and Bhagwan Devi and Shiv Raj Chandra has always been held to be owner in possession of the entire industrial undertaking of the cold storage consisting of storage building shed land (being Arazi No. 103, 112, 113, 114, 115, 116, 119 and 120) appurtenant to the said integrated industrial undertaking (which for the sake of clarification has been shown in the site plan which is enclosed herewith and which for the purpose of identification has been signed by the parties hereto) plant and machinary mechanical and other conveniences installed and/or lying on such land effects rights licence telephones, electricity and power connections and House No. 29 Meerapatti G.T. Road Allahabad which for the sake of brevity has hereinafter referred to as COLD STORAGE and with the help of these properties carried on the business of running a cold storage under the name and style of CHANDRA COLD STORAGE whereas after the death of Smt Bhagwan Devi on 26th June 1983 who had

1480-4

बही नम्बर 4---दस्तावेज का सिलसिलेवार नम्बर 65 [illegible]

स्टाम्प	किस्म और माल्यित मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

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 (out of the parties of the first part) 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 10th April 1975 has been missing from 23.9.1983 and all efforts to trace him gave gone in vain 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 Shri Shiv Raj Chandra on 23.9.1983 and after all the efforts to trace him having failed the remaining partners Shri Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra and Suresh Chandra parties No 1, 2, 3, 4 and

1450-21

नकल संख्या..... 1,700 पृष्ठ

तैयारी शुल्क लिपिक.....

5 respectively (cur of the parties of the first part) here with a view to continue to carry on the business of the partnership firm. They hitherto had been carrying on under the name and style of CHANDRA COLD STORAGE felt the necessity of reconstituting the said partnership firm. Whereas s/shri Subhash Chandra, Suresh Chandra the parties No 6 and 7 (cur of the parties of the first part) to these presents in their capacities as legal representatives of Smt. Bhagwan Devi who had died on 26.6.1983 and Smt. Padma Rani Shri Hans Raj and Shri Vinay Kumar Parties No. 8 and 10 respectively (cur of the parties of the first part) to these presents in their capacities as legal representatives of Sh. Chhotey Lal Chandra have by virtue of their becoming parties to these presents given consent to the proposal of reconstituting the association of the parties of the second part for the purpose of running and managing of the business under the name and style of CHANDRA COLD STORAGE as mentioned by the remaining partners i.e. Kailash Chandra Nand Lal the firm, Chandra Subhash Chandra and Suresh Chandra (Assessee) No. 1, 2, 3, 4 and 5 respectively (cur of the parties of the first part) whereas s/shri Chhotey Lal Sundar Lal

R.O. बही नम्बर ४--दस्तावेज का सिलसिलेवार नम्बर 65 Contd

मालियत रुपया	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

Sri Sankar geet (a), Chiraunji lal laxman Kumar umeshchandra Sankar and Bharat Kumar Sankar Parties No. 11, 12, 13, 14, 15 respectively and the parties of the second part have agreed to associate and Pool their energy and resources which Sarva Shri Kailash Chandra Ram Chandra Subhash Chandra and Suresh Chandra parties No. 1, 2, 3, 4 and 5 respectively (our of the parties of the first part) to run and manage the business that is being carried on under the name and style of CHANDRA COLD STORAGE with effect from the coming into force of this agreement. Whereas it has been considered necessary to reduce to writing and place in legal form the terms and conditions on which the parties of the second part have agreed to join hands and associate with Kailash Chandra Ramchandra Ram Chandra, Subhash Chandra and Suresh Chandra parties No. 1, 2, 3, 4 and 5 respectively (our of the parties of the first part) and to lay down the respective rights obligations and commitments of the parties of both the parts. NOW THIS DEED WITNESSETH AND THE PARTIES HERE UNTO AGREE AND DECLARE AS UNDER:- 1 That it shall be exclusive responsibility of the parties of the

14504

नकल सीधा
फो० एम० 43 सी०—41 विज्ञप्ति— -1-81—12,700 पुस्तकें

बही नम्बर ४–दस्तावेज का सिलसिलेवार नम्बर 65 contd

संक्षिप्त इश्तहार	जिस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

second part to bring in so much capital as may be required to discharge and/or settle the liability or liabilities of the firm towards the Benaras State Bank Limited U.P. Financial Corporation and the other creditors as are appearing in the balance sheet of the firm drawn up to date. That the parties of the first part hereby expressly declare that the property of the firm is free from all charges liens and encumbrances of any nature and description whatsoever except to the extent that mentioned in the hypothecation deeds dated 24.9.1979 executed in favour of U.P. Financial Corporation and the extent the same are charged with the Benaras State Bank Limited in connection with cash credit and other facilities granted by them to the firm the liabilities whereunder are fully reflected and accounted for in the books of accounts.

3. The parties of the second part shall execute sign documents sign and subscribe such correspondence and letters as may be considered necessary by the Benaras State Bank Limited U.P. Financial Corporation and other creditors of the firm. 4. That it shall be the responsibility of the parties of the second part to discharge

नकल सही
तैयारी
मिलान

65 Contd

बही नम्बर ४--दस्तावेज का सिलसिलेवार नम्बर

मालियत स्टाम्प	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

manage the business in the best interest of the firm and for the sake of smooth running and day to day management of the business the parties of the second part shall have a right (a) to enter into the cold storage and take possession thereof (b) 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 account fixed deposit account etc. and to operate all such accounts and whenever thought necessary or fit to close all or any of such accounts. (c) To carry on manage conduct and supervise the manufacture sales purchase and disposal of the goods and assets and articles of the firm and to do such other acts that are incidental to it and necessary for the purpose. (d) To appoint and dismiss engineers managers clerks labourers, servants employees agents and other persons engaged in the business and to employ engage or otherwise accept the services of any engineer manager clerk labourers servants agents or other persons for the purposes of the business of the firm at such remuneration or salary or commission or otherwise and on such terms as may be deemed fit and proper by them.

नकल सही.....

लिपिक

प्रेस मण्डल प्रो० लि०—१ विक्रयार्थ— 1-8-12,700 पुस्तकें

बही नम्बर ४–दस्तावेज का सिलसिलेवार नम्बर 65 (contd)

संक्षिप्त दस्तावेज	निष्पन्न और खारिजात मामलों की और दस्तावेज तकमील करने की तारीख

संक्षिप्त दस्तावेज

(e) To enter into any kind of contracts or undertakings on behalf of the firm and to execute and perform all obligations and accept all benefits on behalf of the firm and to enter into any compromise or other agreement in supersession derogation modification or alteration of any such contract or undertakings on behalf of the firm (f) to adjust settle compromise and submit to arbitration all accounts debts claims demands disputes and matters which may subsist or arise between the firm and person or persons and to do all lawful things (g) to demand receive accept exercise or utilize any thing privilege licence or any object to which the firm is entitled to make and give receipts releases and other discharges for moneys payable to the firm and for any claim and demands of the firm. (h) To appear before all courts of law Income Tax Authorities Sales Tax Authorities local bodies Central Excise Authorities Authorities under the Motor vehicle Act and to represent the firm in any manner in any matter or business concerning the aforesaid firm. (i) to sign subscribe and verify all plaints written statements pleadings applications affidavits petitions applications Vakalatnamas and other papers and documents

नकल सख्या.....
तैयारी कर्ता लिपिक.....
मिलान कर्ता लिपिक.....
रु० मि० ...

मालियत स्टाम्प	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

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 etc. (v) To delegate all or any of the powers hereby given to any person 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. 5. In consideration of the parties of the second part having agreed to bring in requisite finances and to take the responsibility of day to day management of the business they will have an option to join the firm as its partners either through themselves and/or through their nominees. The option shall be exercisable by the parties of the second part at their sole discretion within a period of three months from the date of coming into force of this agreement. 6. In the event of the parties of the second part exercising their option to join as partners it is hereby declared and agreed to by the parties hereunto that all the partnership shall be formed between Sarva Shri Kailash Chandra, Ram Chandra Prem Chandra, Subhash Chandra and Suresh Chandra

1450-00

बही नम्बर ४—दस्तावेज का सिलसिलेवार नम्बर

मालियते दस्तावेज	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

मफाद दस्तावेज

Parties No 1, 2, 3, 4 and 5 respectively (out of the parties of the first part) on the one hand and the parties of the second part and/or their nominees on the second hand and the remaining parties of the first part shall not have any right title claim or interest in the said partnership. (ii) Shri Shiv Raj Chandra son of late Shri Ghasite lal who had been a partner in the firm and was one of the parties to the partnership deeds executed on 15.7.1965 and 10.4.1975 shall always be treated to have withdrawn from the partnership with effect from the coming into force of these presents and the parties of the first part hereby undertake that they shall keep the partnership that may be formed on the option of the parties of the second part free and indemnified from any claim whatsoever that may be made by Shri Shiv Raj Chandra either by himself or by his legal representative or any other person claiming for through and/or under Trust and in case there arises any claim of any nature whatsoever it shall be the sole responsibility of the parties of the first part to settle the same without causing any interference to the partnership 14505 that may be formed at the option of the parties of the second part. (iii) That in the profits/losses of the

बही नम्बर ४--दस्तावेज का सिलसिलेवार नम्बर 65 Contd

मालियत स्टाम्प	किस मोर मालियत मामले की मोर दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

partnership business the share of the parties of the second part shall not exceed 60%. (iv) all the assets liabilities rights previleges obligations commitments etc. of the firm as constituted by S/Shri Kailash Chandra Ram Chandra Ram Chandra Subhash Chandra and Suresh Chandra Parties No. 1, 2, 3, 4 and 5 respectively (out of the parties of the first Part) shall mutatis mutandis be the assets liabilities rights previleges obligations and/or commitments etc. of the partnership that may be formed at the option of the parties of the second part. (v) The subsequent to the formation of the new partnership as aforesaid the parties of the second part shall have a right to reconstitute the partnership as and when in the manner considered necessary by them and the parties of the first part shall have no objection to such reconstitution. 7. That in order to effectuate these presents the parties hereunto undertake to execute such documents sign and subscribe such correspondence and letters as may be considered necessary for the purpose. 8. These presents shall come into force immediately after being signed by the parties hereunto and shall always be considered as conclusive and final. In witness whereof the parties hereunto have put their respective hands on

1450-4

नकल सही

बही नम्बर 1 दस्तावेज का सिलसिलेवार नम्बर 65 (ग+र) 73

[illegible]	जिस्त और वाकियत मामले की और दस्तावेज [illegible] करने की तारीख

नकल दस्तावेज

This deed of Agreement on This Thirty first day of December 1989 at Allahabad. 1. (Kailash Chandra) कैलाश चन्द्र s/o Ram Chandra 2. (Ram Chandra) s/o P.C. Agrawal 3. (Prem Chandra) s/o Subhash Chandra Agr. 4. (Subhash Chandra) s/o Suresh Chandra Agrawal 5. (Suresh Chandra) s/o Subhash Chandra Agr. 6. (Subhash Chandra) in his Capacity as legal representative of late Smt. Bhagwan Devi s/o Suresh Chandra Agrawal 7. (Suresh Chandra) in his capacity as legal representative of late Smt. Bhagwan Devi (पुष्पमाला) 8. (Padma Rani) in her Capacity as legal representative of her Husband Shri Shiv Raj Chandra s/o H.K. Agrawal 9. (Harish Kumar) in his capacity as legal representative of his father Shri Shiv Raj Chandra 10. (Vinay Kumar) in his Capacity as legal representative of his father Shri Shiv Raj Chandra. Parties of the first Part.

11. (CHHOTEY LAL SONKAR) छोटेलाल सोनकर 12. (Chirai Lal Sonkar) चिराई लाल सोनकर 13. (Jeer Lal) जीतलाल 14. (CHIRANJI LAL) चिरंजीलाल 15. (Laxman Kumar) लक्ष्मण कुमार 16. (Umesh Chandra Sonkar) उमेश चन्द्र सोनकर 17. (Bhanar Kumar Sankar) Parties of the second Part

Witnesses 1. Rama Kant Verma Advocate R/o 336 Radhanagar Allahabad 2. s/o K.K. Sahyastava R/o 8 Bahadurganj Allahabad

Drafted by Sd S.K. Gang (S.K. Gang) Typed by Sd K.K. Sahyastava

नकल तैयारी मिति

नियमानुसार 13,100 कुरसी

बही नम्बर ४—दस्तावेज का सिलसिलेवार नम्बर 65 Cont'd

मालियत स्टाम्प	किस बारे मालियत मामले की और दस्तावेज तकमील करने की तारीख

तकल दस्तावेज मजमून

221-A Bahadurganj Allahabad द. कैलाशचन्द Sd. Ram Chandra Sd P.C. Agrawal Sd. Subhash Chandra Sd. Suresh Chandra Agrawal Sd H.K. Agrawal Sd. Vinay Kumar द. पद्मारानी द. छोटेलाल सोनकर द. फिराई लाल सोनकर द. जीतलाल द. लक्ष्मण कुमार द. चिरौंजीलाल द. उमेशचन्द द. मातकुमार Sd. K.K. Srivastava Adv. Sd. Makhan lal द. कैलाशचन्द Sd. Ram Chandra Sd. P.C Agrawal, Sd. Subhash Chandra Agr. Sd. Suresh Chandra Agrawal Sd. H.K. Agrawal Sd. Vinay Kumar द. पद्मारानी द. छोटेलाल सोनकर द. फिराई लाल सोनकर द. जीतलाल द. लक्ष्मण कुमार द. चिरौंजीलाल द. उमेशचन्द द. मातकुमार Sd K.K. Srivastava Adv द. कैलाशचन्द Sd. Ram Chandra Sd. P.C. Agrawal Sd. Subhash Chandra Agr. Sd. Suresh Chandra Agrawal Sd H.K. Agrawal Sd. Vinay Kumar पद्मारानी छोटेलाल सोनकर फिराई लाल सोनकर जीतलाल — लक्ष्मण कुमार चिरौंजीलाल उमेशचन्द मातकुमार Sd. K.K Srivastava Adv. कैलाशचन्द Sd. Ram Chandra Sd. P.C. Agrawal Sd. Subhash Chandra Agr. Sd. Suresh Chandra Agrawal Sd H.K. Agrawal Sd Vinay kumar पद्मारानी छोटेलाल सोनकर फिराई लाल सोनकर जीतलाल लक्ष्मण कुमार चिरौंजीलाल उमेशचन्द मातकुमार Sd. K.K. Srivastava Adv. कैलाशचन्द Sd Ram Chandra Sd. P.C Agrawal Sd Subhash Chandra Agr. Sd Suresh Chandra Agrawal Sd. H.K. Agrawal Sd. Vinay Kumar पद्मारानी छोटेलाल सोनकर फिराई लाल सोनकर जीतलाल लक्ष्मण कुमार चिरौंजीलाल उमेशचन्द मातकुमार Sd. K.K. Srivastava Adv. कैलाशचन्द Sd Ram Chandra Sd. P.C. Agrawal Sd Subhash Chandra Agr. Sd Suresh Chandra Agrawal Sd. H.K. Agrawal Sd. Vinay Kumar पद्मारानी छोटेलाल सोनकर फिराई लाल सोनकर जीतलाल लक्ष्मण कुमार चिरौंजीलाल उमेशचन्द मातकुमार

सचिव, स्टेशनरी प्रो०—... 12,700 प्रतियाँ

सही नम्बर ४–दस्तावेज का सिलसिलेवार नम्बर 65 (सन्) 9

75

तारीख	किराये और तालिबत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

Sd Ram Chandra Sd P.C. Agrawal Sd Subhash Chandra Agr. कुमार कैलाशचन्द
Sd Suresh Chandra Agrawal Sd H.K. Agrawal Sd Vinay Kumar पदमारानी घोटे

लालसोनवर मिठाईलाल सोनवर जीतलाल लक्ष्मणकुमार पिरोजीलाल उमेशचन्द
Sd Ram Chandra Sd P.C. Agrawal Sd Subhash Chandra Agr. भारतकुमार कैलाशचन्द
Sd Suresh Chandra Agrawal Sd H.K. Agrawal Sd Vinay Kumar पदमारानी

घोटेलाल सोनवर मिठाईलाल सोनवर जीतलाल लक्ष्मणकुमार पिरोजीलाल उमेशचन्द
Sd Ram Chandra Sd P.C. Agrawal Sd Subhash Chandra Agr. भारतकुमार कैलाशचन्द
Sd Suresh Chandra Agrawal Sd H.K. Agrawal Sd Vinay Kumar पदमारानी

घोटेलाल सोनवर मिठाईलाल सोनवर जीतलाल लक्ष्मणकुमार पिरोजीलाल उमेशचन्द
Sd Ram Chandra Sd P.C. Agrawal Sd Subhash Chandra Agr. भारतकुमार कैलाशचन्द
Sd Suresh Chandra Agrawal Sd H.K. Agrawal Sd Vinay Kumar पदमारानी घोटेलाल

सोनवर मिठाईलाल सोनवर जीतलाल लक्ष्मणकुमार पिरोजीलाल उमेशचन्द भारतकुमार
Sd Ram Chandra Sd P.C. Agrawal Sd Subhash Chandra Agr. कुमार कैलाशचन्द
Sd Suresh Chandra Agrawal Sd H.K. Agrawal Sd Vinay Kumar पदमारानी

घोटेलाल सोनवर मिठाईलाल सोनवर जीतलाल लक्ष्मणकुमार पिरोजीलाल उमेशचन्द
Sd Ram Chandra Sd P.C. Agrawal Sd Subhash Chandra Agr. भारतकुमार कैलाशचन्द
Sd Suresh Chandra Agrawal Sd H.K. Agrawal Sd Vinay Kumar पदमारानी घोटेलाल

सोनवर मिठाईलाल सोनवर जीतलाल लक्ष्मणकुमार पिरोजीलाल उमेशचन्द भारतकुमार

14504

बही नम्बर ४--दस्तावेज का सिलसिलेवार नम्बर 65 (on pg 76)

मालियत स्टाम्प	किस्म और मालियत मामले की और दस्तावेज तकमील करने की तारीख

नकल दस्तावेज

Sd Ram Chandra Sd P.C. Agrawal Sd Subhash Chandra Agr. Sd Suresh Chandra Agrawal Sd H.K. Agrawal Sd Vinay Kumar पड़मातनी घोटेलाल सोनकर मिठाईलाल सोनकर जीतलाल लक्ष्मण कुमार चिरोजीलाल उमेशचन्द्र मातकुमार कैलाशचन्द्र Sd Ram Chandra Sd P.C. Agrawal Sd Subhash Chandra Agr. Sd Suresh Chandra Agrawal Sd H.K. Agrawal Sd Vinay Kumar पड़मातनी घोटेलाल सोनकर मिठाईलाल सोनकर जीतलाल लक्ष्मण कुमार चिरोजीलाल उमेशचन्द्र मातकुमार कैलाशचन्द्र Sd Ram Chandra Sd P.C. Agrawal Sd Subhash Chandra Agr. Sd Suresh Chandra Agrawal Sd H.K. Agrawal Sd Vinay Kumar पड़मातनी घोटेलाल सोनकर मिठाईलाल सोनकर जीतलाल लक्ष्मण कुमार चिरोजीलाल उमेशचन्द्र मातकुमार कैलाशचन्द्र Sd Ram Chandra Sd P.C. Agrawal Sd Subhash Chandra Agr. Sd H.K. Agrawal पड़मातनी x x 465 ह० 60/ ता० 12.03 श्री के० के० श्रीवास्तव वास्ते चन्द्रा कोल्ड स्टोरेज इलाहाबाद को बेचा लाला देवीलाल जायसवाल साकिन बिछेता का लो० न० 46016 Sd C.L. 466 ह० 60/ ता० 12.03 श्री के० के० श्रीवास्तव वास्ते चन्द्रा कोल्ड स्टोरेज इलाहाबाद को बेचा लाला देवीलाल जायसवाल साकिन बिछेता लो० न० 46016 Sd C.L. 463 ह० 60/ ता० 12.03 श्री के० के० श्रीवास्तव वास्ते चन्द्रा कोल्ड स्टोरेज इलाहाबाद को बेचा लाला देवीलाल जायसवाल साकिन बिछेता लो० न० 46016 Sd C.L. 464 ह० 60/ ता० 12.03 श्री के० के० श्रीवास्तव वास्ते चन्द्रा कोल्ड स्टोरेज इलाहाबाद को बेचा लाला देवीलाल जायसवाल साकिन बिछेता लो० न० 46016 Sd C.L. पानीशिप मय मुआमले फीस रु० 2663 अदा हुई फोरक्लोजर सब रजिस्ट्रार आगरा 17.1.84 में मकरजेरिया चाबके इलाकिमल हुआ बाद मंडी समिति 6 बजे शाम पहुंचा जहां पर श्री कैलाशचन्द्र पुत्र घासीलाल ने कुर्सी पर बैठे हुए पहचानकर रजिस्ट्री हेतु पेश किया तस्दीक राव आर 17.1.84

True Copy to be procured

ANNEXURE 3.

IV 05

60 Rs.

साठ रुपये

भारत

INDIA

SIXTY RUPEES

60RS

01-11-1983.

This Agreement made this First day of November One Thousand Nine Hundred and Eighty Three

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. Suresh Chandra, son of Late Shri Behari Lal, resident of Village - Kishanpur, District-Fatehpur, hereinafter called the Party No.5;

6. Subhash Chandra, son of Late Shri Behari Lal, resident of 36, Rani Mandi, Allahabad, in his capacity as Legal heir and a representative of his mother Smt. Bhagwan Devi hereinafter called the Party No.6;

.....2/-

465

60/- 31/12/83

वास्ते चन्द्रा कोल्ड स्टोरेज

	फीस	3 साल	योग	
	251	12	278	2400
	16			
	266			

आज दिनांक 17.1.84 मैं सब रजिस्ट्रार भायल ला कि हाल मुकाम गढ़ी मोरा धर्मा बजे ग्राम पहुंचा वहां पर श्री कैलाश चन्द पुत्र जसवंतलाल ने मुझे पर दर्ज हुए पद पुलेख रजिस्ट्री हेतु पेश किया

17-1-84

कैलाश चन्द

पढ़कर पुलेख के मिजमून तेरहवीं कैलाश चन्द, पुत्र चन्द, व फ्रेंज चन्द पुत्र गण पूनी वगैरह निवासी पुष्कर व सुभाष चन्द, सुरेश चन्द पुत्रगण किशोर लाल व पदमलाल वगैरह निवासी भिनाय व दिनेश कुमार व रविन्द्र कुमार पुत्रगण विश्वनाथ चन्द से गण पुत्र ग्राम गढ़ी व चेतलाल, भिड़ी लाल व जैतलाल पुत्र गण छोटूराम व चिरंजीलाल पुत्र भोलाराम व लक्ष्मणसिंह पुत्र जैतलाल व उमेश चन्द व नन्द चन्द व चोटेलाल व राजेन्द्र पुत्र जैतलाल के गण मुजरा ग्राम गढ़ी के खरीदार किया जिसकी पहचान के मैं कैलाश चन्द एडवोकेट वल्लभ राम व मदनलाल पुत्र कैलाश गण निवासी गढ़ी मोरा पेश हाजरात के पढ़कर

17-1-84

कैलाश चन्द

Ramdhiraj

60 Rs.

7. Suresh Chandra, son of Late Shri Behari Lal, resident of Village-Kishanpur, District-Fatehpur in his capacity as legal heir and a representative of his mother Smt.Bhagwan Devi, hereinafter called the Party No.7;

8. Smt. Padma Rani, wife of Shri Shiva Raj Chandra in her capacity as Legal Representativ of her husband Shri Shiv Raj Chandra, resident of 36-Rani Mandi, Allahabad, hereinafter called the Party No.8;

9. Harish Kumar, son of Shri Shiv Raj Chandra, in his capacity as a legal representative of his father- Shri Shiv Raj Chandra, resident of 36, Rani Mandi, Allahabad, hereinafter called the Party No. 9;

10. Vinay Kumar, son of Shiv Raj Chandra in his capacity as a legal representative of Shri Shiv Raj Chandra, resident of 36-Rani Mandi, Allahabad, hereinafter called the Party No.10;

hereinafter collectively called as "Parties of the First Part" which expression unless the contrary appears from the context shall include their legal heirs, representatives, administrators, assigns, members of the family and any other person or persons claiming through and/or under trust

A N D

466

Sukhdev Chawla

Suresh Chand

Vinay Kumar

Ashok Kumar

Jitendra

Umesh Chand

Bharat Kumar

40 Rs.

11. Chhotey Lal Sonkar, son of Late Shri Ganga Prasad, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.11;

12. Mithai Lal Sonkar, son of Late Shri Ganga Prasad, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.12;

13. Jeet Lal, son of Late Shri Ganga Prasad, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.13;

14. Chiraunji Lal, son of Shri Chhotey Lal Sonkar, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.14;

15. Laxman Kumar, son of Shri Jeet Lal, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.15;

16. Umesh Chandra Sonkar, son of Shri Chhotey Lal, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.16;

17. Bharat Kumar Sonkar, son of Shri Jeet Lal, resident of Khuldabad Mandi, Allahabad, hereinafter called the Party No.17;

Hereinafter collectively called as the "Parties of the Second Part" which expression unless the contrary appears from the context shall include their legal heirs, representatives, administrators, assigns, members of the family and other person or persons claiming through and/or under trust.

463

प्र०सं०/— ता० 31/12/83 [illegible]

पुत्र/स्त्री वारंट [illegible]

जिला

मु० कोटीलाल जायस

Mehal

K.K. Srivastava

Adv.

222, Bahadurganj

Allahabad

[illegible]

[illegible]

[illegible]

40 Rs.

चालीस रुपये

भारत

INDIA

FORTY RUPEES

40RS

from here -4-

WHEREAS Kailash Chandra, Ram Chandra, Prem Chandra, Parties No. 1, 2 and 3 respectively (out of the parties of the First Part) along with 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 No. 103, 112, 113, 114, 115, 116 and 120 situated at Chak Maidapatti, Tehsil Chail, Allahabad by utilising the partnership funds;

WHEREAS part of the aforesaid land (more particularly described as Arazi No. 116 measuring 19 Biswa, Arzi No. 112 measuring 12 Biswa, Arazi No. 103 measuring 5 Biswa situated at Chak Maida Patti, Tehsil-Chail, Allahabad that had been purchased by Sale Deeds duly registered in favour of "CHANDRA COLD STORAGE" and

464

रु० 40/- ता० 31/12/93 श्री/श्रीमती [illegible]
पुत्र/स्त्री [illegible] [illegible]
जिला [illegible]
मा० छेदीलाल जायसवाल स्टाम्प विक्रेता ला० नं० [illegible]

registered with the Sub-Registrar of Properties, Allahabad on 5.1.1968, 31.5.1968 and 17.10.1968 respectively) and part of the land (more particularly described as Arazi No. 113, 114, 115 and 120 situated at Chak Maida Patti, Tehsil-Chail, Allahabad which originally belonged to the two brothers viz. Shri Ghasite Lal and Behari Lal and which was later on inherited by their respective sons) which had been contributed by S/Shri Kailash Chandra, Ram Chandra, Shiv Raj Chandra, Prem Chandra, all sons of Shri Ghasite Lal and Smt. Bhagwan Devi (now deceased) wife of Shri Behari Lal with full and free consent of her two sons namely Subhash Chandra and Suresh Chandra) to the partnership originally formed amongst themselves in 1965 under the name and style of "CHANDRA COLD STORAGE" and the entire land (described as Arazi No. 103, 112, 113, 114, 115, 116 and 120 in the land record) together with the integrated cold storage unit that was set up thereon and the House No. 89 situated at Mirapatti, G.T.Road, Allahabad (which was acquired through a Sale Deed duly registered with the Sub-Registrar of Properties, At Allahabad on 6.2.1974) had been held to be the partnership property throughout its existence;

WHEREAS the partnership as formed by the aforesaid Kailash Chandra, Ram Chandra and Prem Chandra, parties No. 1 , 2 and 3 respectively

(out of the Parties of the First Part), 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 (out of the parties of the First Part) 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 on 18th April, 1979 and carried out further expansion of their integrated cold storage unit in the yearsthat followed;

WHEREAS the partnership as constituted by the aforesaid Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra, Suresh Chandra, Smt. Bhagwan Devi and Shiv Raj Chandra has always been held to be the owner in possession

of the entire industrial undertaking of the cold storage consisting of storage building, shed, land (being Arazi No. 103, 112, 113, 114, 115, 116, 119 and 120) appurtenant to the said integrated industrial undertaking (which for the sake of clarification, has been shown in the Site Plan which is enclosed herewith and which for the sake of identification has been signed by the parties hereunto), Plant and Machinery, Mechanical and other contrivances installed and/or lying on such land, effects, rights, licences, telephones, electricity and power connections and House No.89-Meerapatti, G. T. Road, Allahabad which, for the sake of brevity, has hereinafter referred to as 'COLD STORAGE' and with the help of these properties carrying on the business of running a cold storage under the name and style of 'CHANDRA COLD STORAGE';

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 (out of the parties of the First part) 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 10th April, 1975 has been missing from 23.9.1983 and all efforts to trace him have gone in vain;

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 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 (out of the parties of the First Part) 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;

WHEREAS S/Shri Subhash Chandra, Suresh Chandra, the parties No. 6 and 7 (out of the parties of the First Part) to these presents, in their capacities as Legal Representatives of Smt. Bhagwan Devi who had died on 26.6.1983 and Smt. Padma Rani, Shri Harish Kumar and Shri Vinay Kumar, parties ~~No.~~ 8, 9 and 10 respectively (out of the Parties of the First Part) to these presents in their capacities as Legal Representatives of Shri Shiv Raj Chandra have, by virtue of their becoming parties to these presents, given consent to the proposal of seeking the association of the parties of the Second Part in the matter of running and managing of the business under the name and style of 'CHANDRA COLD STORAGE' as made by the remaining partners i.e. Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra and Suresh Chandra, parties No. 1, 2, 3, 4 and 5 respectively (out of the Parties of the First Part);

WHEREAS S/Shri Chhotey Lal Sonkar, Mithai Lal Sonkar, Jeet Lal, Chiraunji Lal, Laxaman Kumar, Umesh Chandra Sonkar and Bharat Kumar Sonkar, Parties No. 11, 12, 13, 14,

the parties of the First Part) to run and manage the business that is being carried on under the name and style of 'CHANDRA COLD STORAGE', with effect from the coming into force of this agreement; till there.

WHEREAS it has been considered necessary to reduce to writting and place in legal form the terms and conditions on which the parties of the Second Part have agreed to join hands and associate with Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra and Suresh Chandra, Parties No. 1, 2, 3, 4 and 5 respectively (out of the parties of the First Part) and to lay down the respective rights, obligations and commitments of the parties of both the parts;

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

1. That it shall be exclusive responsibility of the parties of the Second Part to bring in so much capital as may be required to discharge and/or settle the liability or liabilities of the firm towards the Banaras State Bank Limited, U.P. Financial Corporation and the other creditors as are appearing in the Balance Sheet of the firm drawn up-to-date.

2. That the parties of the First Part hereby expressly declare that the property of the firm is free from all charges, lien and encumbrances of any nature and description what-so-ever except to the extent that mentioned in the hypothecation deeds dated 24.9.1979 executed in favour of U.P. Financial Corporation and the extent the same are charged with the Benaras State Bank Limited in connection with cash-credit and other facilities granted by them to the firm, the liabilities whereunder are fully reflected and accounted for in the books of account.

3. The parties of the second part shall execute such documents, sign, and subscribe such correspondence and letters as may be considered necessary by the Benaras State Bank Limited, U.P. Financial Corporation and other creditors of the firm.

4. That it shall be the exclusive responsibility of the parties of the Second Part to run and manage the business in the best interest of the firm and for the sake of smooth running and

accounts, over-draft account, fixed-deposit account etc. and to operate all such accounts and whenever thought necessary or fit to close all or any of such accounts;

c) to carry on, manage, conduct and supervise the manufacture, sales, purchase and disposal of the goods and assets and articles of the firm and to do such other acts that are incidental to it and necessary for the purpose;

d) to appoint and dismiss engineers, managers, clerks, labourers, servants, employees, agents and other persons engaged in the business and to employ, engage or otherwise accept the services of any engineer, manager, clerk, labourers, servants, agents or other persons for the purposes of the business of the firm at such remuneration or salary or commission or otherwise and onsuch terms as may be deemed fit and proper by them;

e) to enter into any kind of contracts or undertakings on behalf of the firm and to execute and perform all obligations and accept all benefits on behalf of the firm and to enter into any compromise or other agreement in supersession, derogation, modification or alteration of any such contract or undertaking on behalf of the firm;

f) to adjust, settle, compromise and submit to Arbitration all accounts, debts, claimes, demands, disputes and matters which may subsist or arise between the firm and person or persons and to abide by the same;

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

h) 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 to represent the firm in any manner in any matter or business concerning the aforesaid firm;

i) to sign, subscribe and verify all plaints, written statements, pleadings, applications affidavits, executions, applications, vakalatnamas 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 etc.;

j) 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;

5. In consideration of the parties of the Second Part having agreed to bring in requisite finances and to take the responsibility of day to day management of the business, they will have an option to join the firm as its partners either through themselves/ and / or through their nominees. The option shall be excercisable by the parties of the Second Part at their sole discretion within a periodof three months from the date of coming into force of this agreement.

6. In the event of the parties of the second part excercising their option to join as partners, it is hereby declared and agreed to by the parties hereunto that -

i) the partnership shall be formed between Sarva Shri Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra and Suresh Chandra, Parties No. 1, 2, 3, 4 and 5 respectively (out of the parties of the First Part) on the one hand and the parties of the Second Part and/or their nominees

on the second hand and the remaining parties of the First Part shall not have any right, title, claim or interest in the said partnership;

ii) Shri Shiv Raj Chandra, son of Late Shri Chasite Lal who had been a partner in the firm and was one of the parties to the partnership deeds executed on 15.7.1965 and 10.4.1975, shall always be treated to have withdrawn from the partnership with effect fromthe coming into force of these presents and the parties of the First Part hereby undertake that they shall keep the partnership that may be formed on the option of the parties of the Second Part, free and indemnified from any claim whatsoever that may be made by Shri Shiv Raj Chandra either by himself or by his legal representative or any other person claiming for, through and/or under trust and in case there arises any claim of any nature whatsoever, it shall be the sole responsibility of the parties of the First Part to settle the same without causing any interference to the partnership that may be formed at the option of the parties of the second part;

iii) that in the profits/losses of the partnership business, the share of the parties of the second part shall not exceed 60%;

iv) all the assets, liabilities, rights, privileges, obligations, commitments etc. of the firm as constituted by S/Shri Kailash Chandra, Ram

Chandra, Prem Chandra, Subhash Chandra and Suresh Chandra, Parties No. 1, 2, 3, 4 and 5 respectively(Out of the parties of the first part) shall, mutatis, mutandis, be the assets liabilities, rights, privileges, obligations and/or commitments etc. of the partnership that may be formed at the option of the parties of the Second Part;

v) that subsequent to the formation of the new partnership as aforesaid, the parties of the Second Part shall have a right to reconstitute the partnership as and when and in the manner considered necessary by them and the parties of the First Part shall have no objection to such reconstitution.

7. That in order to effectuate these presents, the parties hereunto undertake to execute such documents, sign and subscribe such correspondence and letters as may be considered necessary for the purpose.

8. These presents shall come into force immediately after being signed by the parties hereunto and shall always be considered as conclusive and final.

.....17/-

IN WITNESS WHEREOF THE PARTIES HEREUNTO have put their respective hands on this Deed of Agreement on this Thirtyfirst day of December, 1983 at Allahabad.

11. (CHHOTEY LAL SONKAR)
12. (MITHAI LAL SONKAR)
13. (JEET LAL)
14. (CHIRAUNJI LAL)
15. (LAXMAN KUMAR)
16. (UMESH CHANDRA SONKAR)
17. (BHARAT KUMAR SONKAR)

"PARTIES OF THE SECOND PART"

1. (KAILASH CHANDRA)
2. (RAM CHANDRA)
3. (PREM CHANDRA)
4. (SUBHASH CHANDRA
5. (SURESH CHANDRA)
6. (SUBHASH CHANDRA) IN HIS CAPACITY AS LEGAL REPRESENTATIVE OF LATE SMT. BHAGWAN DEVI
7. (SURESH CHANDRA) IN HIS CAPACITY AS LEGAL REPRESENTATIVE OF LATE SMT. BHAGWAN DEVI
8. (PADMA RANI) IN HER CAPACITY AS LEGAL REPRESENTATIVE OF HER HUSBAND SHRI SHIV RAJ CHANDRA
9. (HARISH KUMAR) IN HIS CAPACITY AS LEGAL REPRESENTATIVE OF HIS FATHER SHRI SHIV RAJ CHANDRA
10. ((VINAY KUMAR) IN HIS CAPACITY AS LEGAL REPRESENTATIVE OF HIS FATHER SHRI SHIV RAJ CHANDRA.

" PARTIES OF THE FIRST PART"

Witness:—
1. Ramakant Verma, Advocate, 2/1/84, R/o 336, Mallhupur, Allahabad
2. K.K. Srivastava, 221-A Bahadurganj, Allahabad

Drafted by (S.K. GARG)

Typed by — K.K. Srivastava, 221-A Bahadurganj, Allahabad