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1999

01.4.1999

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



सत्यमेव जयते

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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: 05-Mar-2021 03:01 PM

: NEWIMPACC (SV) / up14274604/ PRAYAGRAJ SADAR/ UP-AHD

: SUBIN-UPUP1427460475076376775719T

: Saleem Ahmad

: Article 24 Copy or Extract

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इस स्टाम्प पर १० रुपये संख्या
 के साथ प्रमुख लिपि का
 कायालीय उपायिका के सदर प्रबन्ध-प्रयागराज



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This AGREEMENT made this First day of April One thousand Nine Hundred Ninety

Nine at Allahabad:-

01-04-1999.

BY AND AMONGST

23 May 1999

Laxman Kumar, son of Late Jeet Lal resident of Khuldbad Mandi, Allahabad here in
after called the Party No. 1;

2. Umesh Chandra Sonker, son of Late Chhote Lal Sonker resident of Khuldbad Mandi,
Allahabad here in after called the Party No. 2;

hereinafter collectively called as Retiring Partners which expression unless the contrary appears
from the context shall include and mean their legal heirs, representatives, administrators, assigns
members of family and any other person or persons claiming through and/or trust;

AND

3. Tirath Ram Kohli son of Late Lala Amar Nath Kohli resident of 170, Jayantipur,
Sulemsarai, Allahabad here in after called the Party No. 3.

4. Rakesh Kohli son of Shri Tirath Ram Kohli resident of 170, Jayantipur, Sulemsarai,
Allahabad here in after called the Party No. 4.

5. Anil Kohli son of Shri Tirath Ram Kohli resident of 1-B, Shambhoo Barrack
here in after called the Party No. 5

hereinafter collectively called as Continuing Partners which expression unless the contrary
appears from the context shall include and mean their legal heirs, representatives, administrators
assigns, members of family and any other person or persons claiming through and/or trust;

Rakesh Kohli.

1443d1

[Signature]

31/21 Feb

[Signature]

*1. Anil Kohli
2. Rakesh Kohli
3. Tirath Ram Kohli
4. Rakesh Kohli
5. Anil Kohli*

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32-3-60

Aug 23 22

બાળાદ મોદિન | ક્રે માર્ટ
અ દુગાય કે કુપત્ર ગુહાન્ધી
સૌદીતા | 

DR | ADME (ER)

19.8.98

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जिला नगर विधायक
मंडल के लोगों

दिनांक 19-४-०

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અને દુઃખ કેન્દ્રપત્ર ગુહાધ્ય
સ્વીકૃતા | 

DR | ADME (ER)

19.8.98 19/01/85

जिला गोपनीय
महोदय के आदि
दिनों के १९-४-०
द्वारा २ भाइ का
बड़ापा गाया।

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(2)

WHEREAS the aforesaid Laxman Kumar and Umesh Chandra Sonker, Parties No. 1 and 2 had been carrying on the business of running and managing the cold storage unit in partnership along with Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra, Suresh Chandra Chhote Lal Sonker, Mithai Lal Sonker, Jeet Lal, Bharat Kumar and Chirauji Lal under the name and style as 'CHANDRA COLD STORAGE' with effect from 2nd January 1984, in terms of formal partnership deed executed on 2nd January 1984, which was latter on reconstituted with effect from 1st January 1985 in terms of formal partnership deed executed on 23rd March 1985, in which the aforesaid Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra, Ind retired with consent of all the concern

WHEREAS consequent upon the sad demise of Chhote Lal Sonker on 2nd September 1986, the surviving partners with consent of the legal heirs of Late Chhote Lal Sonker, had agreed to admit his wife Smt. Bittan Devi as partner with effect from 3rd September 1986 and reconstituted the partnership in terms of formal partnership deed executed on 6th September 1986.

WHEREAS by virtue of the death of Jeet Lal on 14th May 1988 followed by the voluntary retirement of Mithai Lal and Bharat Kumar the remaining partners Chirauji Lal, Laxman Kumar, Umesh Chandra Sonker and Smt. Bittan Devi with the consent of the legal heir of Late Jeet Lal agreed to admit his wife Smt. Champa Devi as partner with effect from 15th May 1988 and fresh partnership deed executed on 15th September 1988.

WHEREAS the partnership as formed by Laxman Kumar and Umesh Chandra Sonker along with Chirauji Lal, Champa Devi and Bittan Devi in terms of formal partnership deed executed on 15th September 1988 had been reconstituted with effect from 16th November 1998 wherein the new incoming partners namely Titath Ram Kohli, Rakesh Kohli and Anil Kohli had joined the hands with Laxman Kumar and Umesh Chandra Sonker and Chirauji Lal, Champa Devi and Bittan Devi had been retired in terms of their retirement deed executed on 16th November 1998.

WHEREAS the partnership as formed by aforesaid Laxman Kumar, Umesh Chandra Sonker, Tirath Ram Kohli, Rakesh Kohli and Anil Kohli the Parties No. 1, 2, 3, 4 and 5 respectively with effect from 16th November 1998 had carried on the business of cold storage installed at Arazi Nos. 103, 112, 113, 114, 115, 116 and 120 situated at Meerapatti, Tehsil Chail, Allahabad till the close of business on 31st March 1999;

31/21-102
Rakesh Kohli

Chirauji Lal

T. A. Kohli
Anil Kohli

T. A. Kohli
Rakesh Kohli
Anil Kohli

31/21-102
Chirauji Lal

Rakesh Kohli

(3)

WHEREAS the aforesaid Laxman Kumar and Umesh Chandra Sonker the Parties No. 1 and 2 hereto had expressed their desire to retire from partnership and had accordingly retired with consent of all concerned and disassociated themselves from the activities of the partnership with effect from the close of business on 31st March 1999.

WHEREAS it has now been considered necessary to reduce to writing and place in legal form the very factum of retirement of Laxman Kumar and Umesh Chandra Sonker from partnership as had been formed with effect from 16th day of November 1998 and also the terms and conditions of such retirement;

NOW THIS DEED WITNESSETH AND THE PARTIES HERUNTO AGREE AS UNDER :

1. That on and from the close of the business on 31st March 1999 Laxman Kumar and Umesh Chandra Sonker the Parties No. 1 and 2 have retired from the partnership that had been formed on 16th November 1998 and carrying on the business under the name and style of 'CHANDRA COLD STORAGE' having its cold storage unit installed at Arazi Nos. 103, 112, 113, 114, 115, 116 and 120 situated at Meerapatti, Tehsil Chail, Allahabad and have accordingly ceased to be the partners therein from the expiry of the said date.

2. That full and correct account of the business done under the partnership upto the period ending on 31st March 1999 have been prepared, and the effect thereof has been given in the respective accounts of the partners.

3.1 That Laxman Kumar and Umesh Chandra Sonker, the retiring partners have on the basis of the final accounts as aforesaid, ascertained the credit balances standing in their accounts and the continuing partners hereby undertake to pay the same by 30th of September 1999.

3.2 Provided further that in relation to the partnership business done upto 31st March 1999 all such liabilities and also the income as might arise/received in future and as could not be accounted for, in final accounts referred to above, shall be born allocated amongst the parties hereto in the same ratio in which they had been sharing losses/profit in the erstwhile partnership and the due effect thereof shall be taken into consideration, while settling the accounts of the retiring partners.

32121-28/3/1999 T.O. Hukk.

Rakesh Kulk.

Amrit Kulk.

1. Alol Kulk.
Rakesh Kulk.
Amrit Kulk.

32121-28/3/1999
Rakesh Kulk.
Amrit Kulk.

कल संग्रहा
संसाधन कार्यालय
प्रतिक्रिया कार्यालय
26 फरवरी 1999

(4)

4. That Laxman Kumar and Umesh Chandra Sonker, the retiring partners hereby release and relinquish all their rights, title and interest in the property of the erstwhile partnership and the continuing partners shall be entitled to carry on the business of the erstwhile partnership under the name and style of 'CHANDRA COLD STORAGE' or any other style, manner or set up as they feel necessary and expedient, without any interference from the Retiring partners.
5. That the entire partnership property inclusive of rights in the land (which in the land record is number as Arazi No. 103, 112, 113, 114, 115, 116, and 120 situated at Meera Pathi Tehsil Chail, Allahabad) together with the entire cold storage unit and ice factory, other assets and liabilities as specified in the Balance Sheet as on 31st March 1999, effects, rights, licences, firm name and goodwill, telephone, electricity and power connection etc. have become vested in the continuing partners with effect from the expiry of the said date and the retiring partners shall not claim any right, title or interest therein.
6. That the Retiring partners shall not carry on any business under the name and style of 'CHANDRA COLD STORAGE' or any other name resembling thereto.
7. That the parties hereunto hereby stand released from act, action, accounts, claims and payments in relation to the said partnership and from all clauses, covenants of agreements of partnership entered into amongst them but without prejudice to any rights of the parties hereunto under any of the provisions of these presents.
8. That all the books of accounts of the firm including all the documents shall remain with the continuing partners and they shall be responsible for production of the same before the concerned authorities as and when required.
9. That the parties hereunto shall sign, subscribe and execute all such papers, correspondence, communications and documents and do such further acts and things as may be reasonably required to be done for completely effecting this agreement.
10. That these presents after being signed by the parties hereunto shall be conclusive evidence of retirement of Laxman Kumar and Umesh Chandra Sonker from the partnership that had been formed with effect from 16th November 1998 and of vesting the partnership property, firm's name etc. in the continuing partners immediately after the expiry of 31st March 1999, and the same shall not be called into question at any stage.

32/2-1/2 10/10/1999 T. D. Patel
Rakesh Patel
Anil Patel
T. D. Patel
Anil Patel
A/

नकल सत्या

सत्यारी कर्ता

निराकार

(5)

IN WITNESS WHEREOF THE PARTIES HERETO have set out their hands on
these presents, the date mentioned herein fore.

WITNESS *Ram Shantilal Misra*
1. 34/5th George town, Alld.
2. DR. Shashi Misra

Medical office
SRN Hospital, Almathabad.

Drafted by Shrikumar
10 Darbhanga Colony,
Almathabad.
Shrikumar
1.4.1999

Parulay
1. LALYMAN KUMAR

32/21-4/6
2. UMESH CHANDRA

(RETIRING PARTNERS)

Shri Ram Kohli
3. THRATH RAM KOHLI

Rakesh Kohli

4. RAKESH KOHLI

Anil Kohli
5. ANIL KOHLI

(CONTINUING PARTNERS)

Shri Ram Kohli
Rakesh Kohli
Anil Kohli

नकल सर्वांगी..... 1443-21

तैयारी कर्ता लिखक.....

प्रियामन चौधरी.....

दिनांक 10/04/2000

सत्याग्रह प्रतिलिपि
उपरिलिपक अध्यक्ष B. L. D.
प्रधानमंत्री

19-0-80

प्राची वृक्षादि --- दीपा दीपा दी
प्राची वृक्षादि चंदना --- दीपा दीपा दी - 70

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काला ४ दोस दो ८७८ नं ४५५, १३५/१४३ व
प्रदूष ५१६ वा ८१० तिथि २८. ६. २००१ वा
काला ४ दोस दो ८७८



