

PARTNERSHIP DEED

This "Deed of Partnership" made this 8<sup>th</sup> day of November in the year Two thousand ten  
at Allahabad.

8-11-2010

8/10

BY AND AMONGST

1. Anil Kohli S/o Late Tirath Ram Kohli R/o 1-B, Shambho Barrack,  
Allahabad hereinafter called the Continuing Partner.
2. Sunil Kohli S/o Late Tirath Ram Kohli R/o 170, Jayantipur, Sulem Sarai,  
Allahabad hereinafter called the Continuing Partner.
3. Rakesh Kohli S/o Late Tirath Ram Kohli R/o 170, Jayantipur, Sulem Sarai.  
Allahabad hereinafter called the Continuing Partner.

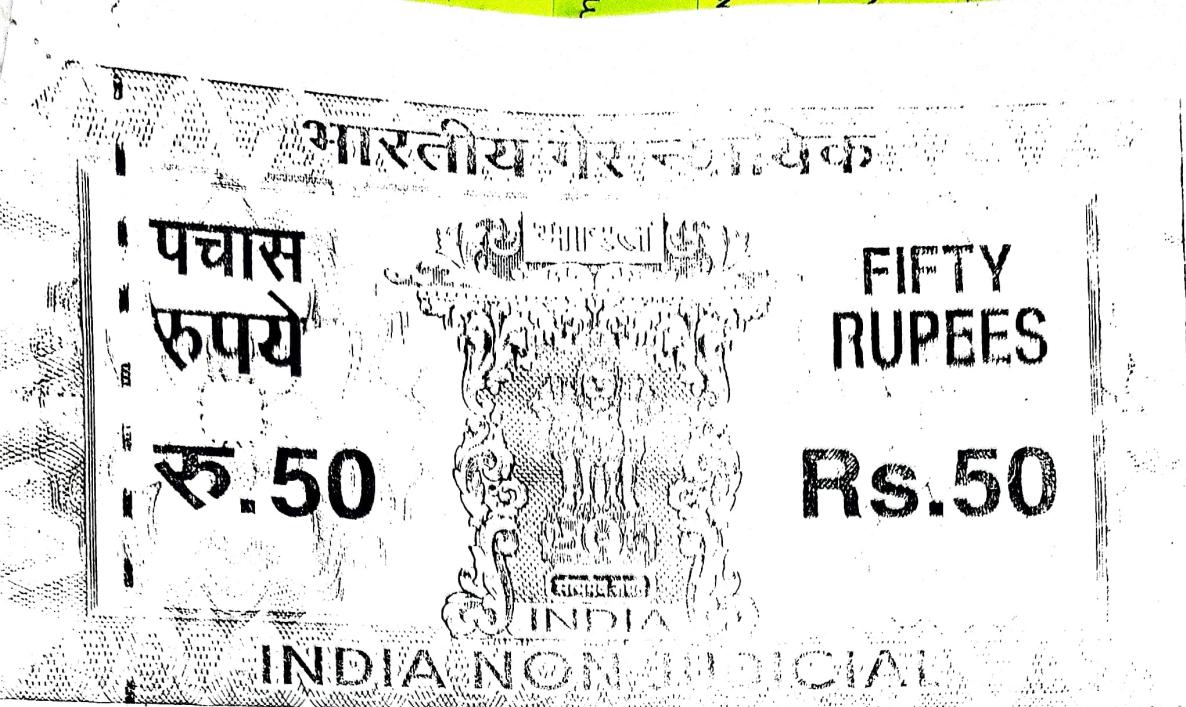
AND

4. Sarita Kohli W/o Shri Rakesh Kohli R/o 170, Jayantipur, Sulem Sarai,  
Allahabad hereinafter called the retiring partner.

Anil Kohli

Sunil Kohli

Rakesh Kohli  
Sarita Kohli



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(2)

WHEREAS partnership firm consisting of Tirath Ram Kohli, Rakesh Kohli, Anil Kohli, Sunil Kohli and Smt. Sarita Kohli had been carrying on business of running and managing the cold storage under the name and style of "DOABA SHEET GREH" with principal place of business at 85A/108, Meera Patti, Allahabad, under the terms and conditions of partnership deed dated 1<sup>st</sup> April 1999.

WHEREAS Shri Tirath Ram Kohli died on 7<sup>th</sup> November 2010, and Smt Sarita Kohli expressed her desire out of her own free will and accord to retire from the partnership business of the firm w.e.f. 8<sup>th</sup> November 2010 and Shri Anil Kohli, Shri Sunil Kohli and Shri Rakesh Kohli agreed to the same and decided to run the partnership business of "DOABA SHEET GREH" as continuing partners w.e.f. 8<sup>th</sup> November 2010.

WHEREAS in sequence of reconstitution of the partnership it has been considered necessary to reduce to writing and place in legal form the terms and conditions on which the reconstitution of the partnership had taken place and business is being carried on with effect from 8<sup>th</sup> November 2010 and on which business is to continue hence forth.

**NOW THIS DEED WITNESSED AND THE PARTIES HERETO AGREE AS UNDER:**

1. Shri Tirath Ram Kohli died on 07.11.2010, and Smt. Sarita Kohli retired from the firm w.e.f. 08.11.2010.

*Anil Kohli* *8/11/10*

*Rakesh Kohli*  
*Sarita Kohli*

भारतीय

पंचास  
रुपये

₹.50

FIFTY  
RUPEES

RS.50

INDIA

INDIA NON (3) JUDICIAL

2. Shri Anil Kohli, Shri Sunil Kohli and Shri Rakesh Kohli shall remain the partners

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of the firm as continuing partners.

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3. The partnership as formed by Shri Anil Kohli, Shri Sunil Kohli and Shri Rakesh Kohli respectively hereto shall run the business under the name and style of "DOABA SHEET GREH" which has taken effect from 8<sup>th</sup> November 2010.
4. The name of the firm is and shall be "DOABA SHEET GREH" and the partnership business shall accordingly be carried under the said name and style. The partners may, however, change the name of the partnership firm and/or can carry on business as may be mutually decided by them from time to time.
5. The principal place of business is and shall be at 85A/108 Meerapatti, Allahabad. The same can, however, be supplemented and/or succeeded by such other place or places of partnership business or businesses, depot(s) and/or branch(es) to be known by any name or designation as may be opened, maintained or established by mutual consent of the partners.
6. The business of the firm is and shall be to preserve, store on hire and/or at their own and deal in potatoes, fruits and other eatables produce and sell ice and to carry on such other activities as are allied or incidental to said business.
7. The firm can do and undertake such other business or businesses which the partners may by their mutual consent, decide to do from time to time.
8. Finance and capital required for purposes of running the firm shall be arranged and/or contributed by the partners in such proportions as may be mutually agreed to amongst them from time to time;

Anil Kohli 85A/108

Rakesh Kohli  
Sunil Kohli



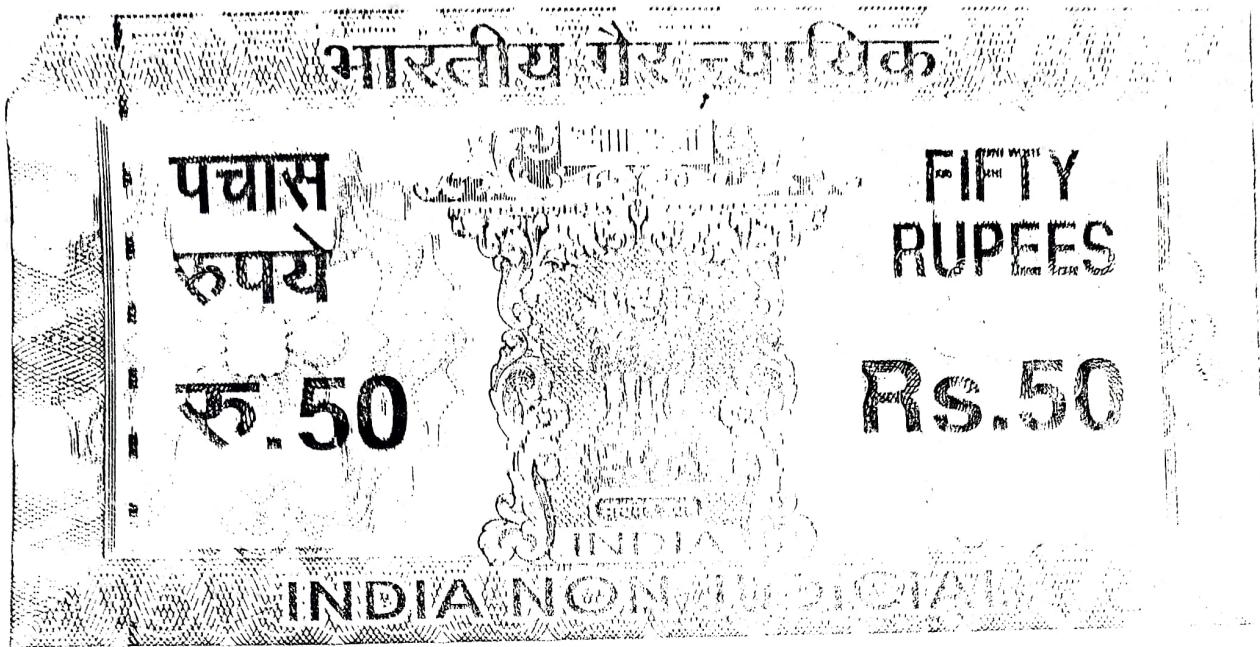
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9. Provided that for all purposes the balances appearing in the account of the partners shall be treated as their respective capital contributions on which they shall be allowed interest at a rate not exceeding 12% (twelve percent) per annum as may be decided by mutual consent of the partners and interest so paid to them shall be treated as a necessary outgoing and expense incidental to carrying on of business.
10. The firm can for the purposes of its business, borrow money from any source(s) on such rate or rates as may decided by mutual consent of the parties from time to time.
11. The borrowing 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 the regular course of business. Any borrowing made in violation of the procedure laid down herein above, shall not bind the firm and for that reason the parties hereto in their respective capacities as partners.
12. The firm shall keep and maintain books of accounts of all dealings and transactions as per law and custom and the same shall be closed on 31<sup>st</sup> March each year.
13. For the sake of smooth running and managing the business of the partnership firm all the three remaining partners Shri Anil Kohli, Sunil Kohli and Rakesh Kohli respectively hereto shall be treated as 'working partners' of the firm and in that

Anil Kohli 31/3/2018

Rakesh Kohli  
Sunil Kohli



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capacity they shall have, without prejudices to the rights and duties of other partners. the rights to open any bank account or bank accounts in any bank or banks in the name of the firm including Current Account, Cash Credit Account etc. and to operate all such accounts whenever thought necessary or fit to close all or any of such account; carry on, manage, conduct or supervise the business of the firm and to do all such other acts which are incidental to it and necessary for the purposes; adjust, settle compromise and submit to the Arbitration all account, debts, claims, demands, disputes and matters which may subsist or arise between the firm and any person or persons to abide by the same; demand, receive, accept, exercise or utilize and claim, things, privileges, licenses or any object to which the firm is entitled and to make and give receipts release and other discharges for money payable to the firm and for any claim and demand of the firm; appear before all courts of law, Income-tax Authorities, Sales-tax Authorities, Local bodies, Central Excise Authorities, Authorities constituted under the Motor vehicles Act and other Government/Semi Government Authorities to represent the firm in any matter of business concerning the aforesaid firm; sign, subscribe and verify all plaints, written statement, pleadings, applications, affidavits, execution application, 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 and Taxation Authorities, Income-Tax Authorities under the Local Bodies Act and engage any Advocate/Chartered Accountant or any other person either specially or generally and for such periods as

*Amrit Chahal* 9/11/2018

*Rakesh Mehta*  
Secretary



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may be thought necessary and to execute Vakalatnama etc. in favor of person or persons and whenever thought fit cancel or revoke all or any of such powers and all such acts, deeds and things done by them lawfully shall be considered as acts, deeds and things done by the firm.

14. For the services that are required to be rendered as "Working Partners" by Anil Kohli, Sunil Kohli and Rakesh Kohli respectively hereto shall be remunerated with effect from 8<sup>th</sup> November, 2010 in the manner prescribed under the Income Tax Act & rules
15. The profit/losses of the firm as determined after charging all the expenses of the business (including interest and remuneration as are payable to the parties hereto in terms of the provision contained hereinabove shall be allocated amongst/born by the partners in the following ratio :-

S.No.	Name of the Partners	Share in Profit/loss
1.	Anil Kohli	40%
2.	Sunil Kohli	40%
3.	Rakesh Kohli	20%

*Anil Kohli* *Signature*

*Anil Kohli*  
*Rakesh Kohli*  
*Sunil Kohli*

16. All the assets, liabilities, rights, privileges, obligations, commitments of the old firm, shall mutatis mutandis, be assets, liabilities, rights, privileges, obligations and/or commitments etc. of the partnership firm formed with effect from 08<sup>th</sup> November, 2010 by the parties hereto (as testified by these presents) and it will continue to honour all agreements entered into prior to coming into force of these presents.

17. That the "Partnership Property" for all intents and purposes shall consist of all tangible and intangible assets and which shall always belong to and vest in the continuing partners and the outgoing partners and/or their representative shall not have any interest or right or claim in such "Partnership Property" on his/her/their retirement or death.

18. The partnership shall be at Will and shall be liable to be terminated as the parties may mutually agree upon.

19. In case of retirement insolvency or death of any of the partners, the remaining/surviving partners may continue to carry on business with such change or changes as he/they may decide and may operate bank accounts and receive payments in respect of the partnership funds etc.

20. No partner shall, without the consent of other partners, be entitled or authorized to; (a) Compromise or relinquish any claim or debt to the partnership either in full or in part; or (b) admit or undertake any liability for or on account of partnership except in the ordinary course of its business; or (c) mortgage, charge, assign or otherwise dispose of or deal with his share or right, title or interest in the partnership or its assets; or (d) borrow any money for or on account of the partnership or charge or encumber any of its assets or pledge its credit except in the ordinary course of the business; or (e) give any security or promise for payment or any moneys on account of the partnership in due and ordinary course of the business.

21. The partnership shall be governed by the provisions of the Partnership Act and the Rules made there under from time to time, except to the extent provide hereinfor.

22. Any term(s) of the partnership provided herein may be amended, varied and/or clarified by a regular addendum on a regular stamp paper or by a resolution in writing signed by all the parties hereto without executing fresh deed of partnership.

Anil Patel for me

Rakesh Patel Sarita Patel

Any such resolution or addendum signed by all the parties hereto shall be considered a part of this Partnership Deed and shall be binding on the parties concerned.

23. In case of any difference or dispute amongst the parties in relation to the terms and conditions of partnership deed, firm and/or its business which they are not able to settle mutually the same shall be referred to Arbitration and decided as per the provisions of Indian Arbitration Act.

IN WITNESS WHEREOF THE PARTIES HERETO have put their hands on this Deed of Partnership of this 8th day of November, Two Thousand Ten at Allahabad.

**Witnesses :**

*Anil Kohli*

(1) **Anil Kohli**  
(Continuing Partner)

*Sunil Kohli*

(2) **Sunil Kohli**  
(Continuing Partner)

*Rakesh Kohli*

(3) **Rakesh Kohli**  
(Continuing Partner)

*Sarita Kohli*

(4) **Smt Sarita Kohli**  
(Retiring Partner)

1. *AK*  
(A K Srivastava)  
22<sup>nd</sup> A, Bahadur Ganj  
Allahabad

2. *Asad (Bendey)*  
Civil Court  
Room No 1  
Allahabad

**Drafted By:** Arun Mehrotra Adv.  
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Room No. 1 Civil Court, Alld.  
Raju Maurya, Distt Court, Alld.

**Typed By:** Raju Maurya