

M/S. CREATIVE PLASTIC

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INDUSTRIES

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Dated 26.10.1978

Partners

Shri. Gopilal Ramniwas Kabra

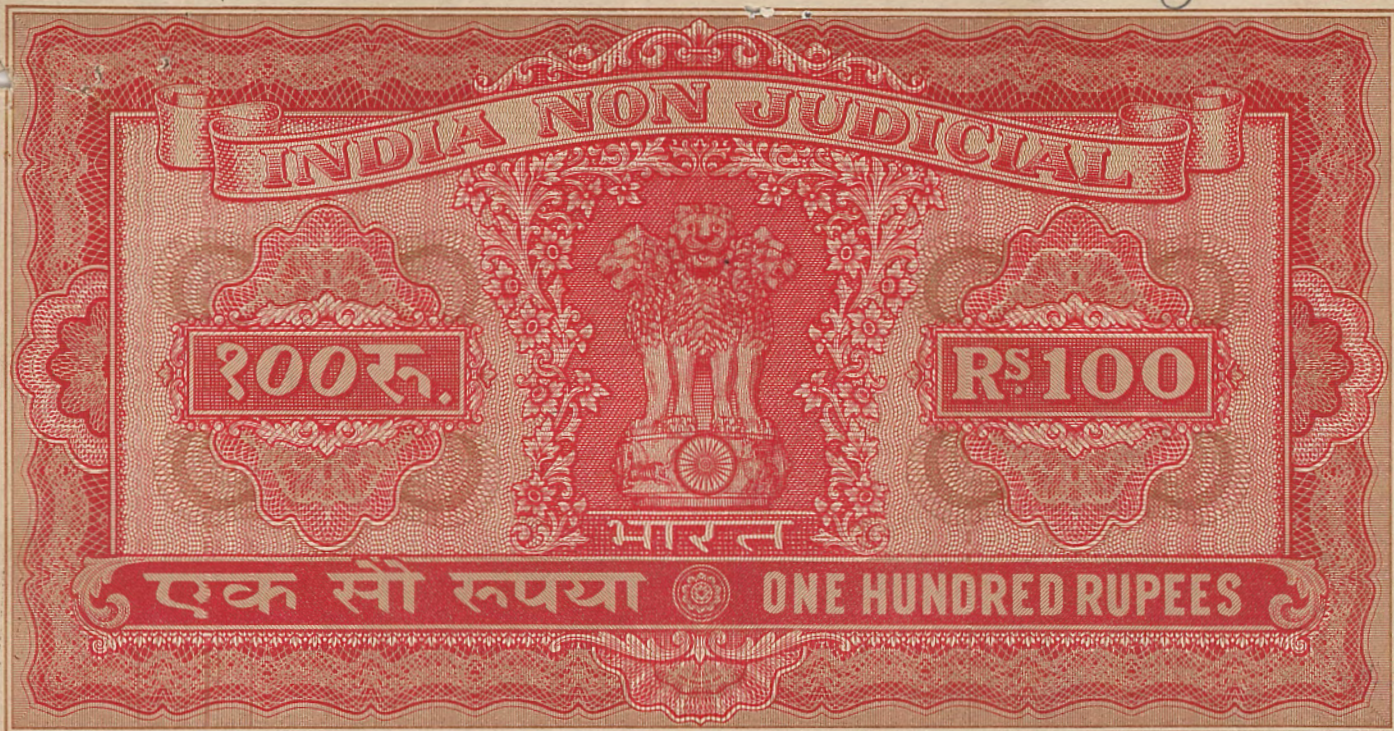
Shri. Ramnarayan Ramniwas Kabra

Smt. Saritadevi Satyanarayan Kabra

Shri. Shrivallabh Gopilal Kabra

**(Takeover of Business of M/s. Ramvallab
Ramnaran and decided to constitute a
separate Partnership concern under the
name & style of "Creative Plastic
Industries")**

(Registrar of Firms Extract Entry No.1)



No. 5858
 General Stamps Office,
 Bombay-No. 1
 Dated 26 OCT 1978

Issued to
 Stamped papers of Rs. CREATIVE PLASTICS INDUSTRIES
 Meher Ties Co. Pvt. Ltd.,
 Subhas Road, Off. Colaba Road,
 Jogeshwari (West) BOMBAY-400 060

PARTNERSHIP DEED.

This Indenture made at Bombay 26th day of October,
 One thousand nine hundred seventy eight, BETWEEN :

1. Shri Gopilal Ramchandra Kabra, Individual, age 66 yrs. residing at Bombay, hereinafter referred to as 'FIRST PARTY'
2. Shri Ramnarayan Ramniwas Kabra, Individual, age 46 yrs., residing at Bombay, hereinafter referred to as 'SECOND PARTY'.
3. Smt. Saritadevi Satyanarayan Kabra, Individual, age 29 yrs., residing at Bombay hereinafter referred to as 'THIRD PARTY'
- A N D
4. Shri Shrivallabh Gopilal Kabra, Individual, age 41 yrs., residing at Bombay, hereinafter referred to as 'FOURTH PARTY'.

WHEREAS First to Fourth parties hereto are the Partners of the Firm M/s. Rambalab Ramnaran, constituted on the terms and conditions contained in the Deed of Partnership dated 11th day of July, 1971,

A N D

...2/-

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WHEREAS M/s.Rambalab Ramnaran are carrying on the business of Plastic goods manufacturing alongwith other businesses of the firm,

A N D

WHEREAS the Parties hereto ^{Vendors} had decided to constitute a separate Partnership concern and to take over all the Assets and Liabilities of the Plastic goods manufacturing division of M/s.Rambalab Ramnaran, and had accordingly taken over all the Assets and Liabilities of the Plastics Division as on and w.e.f. 1st November,1978.

A N D

WHEREAS the Parties hereto had agreed to carry on the business of the plastic goods manufacturing division on the same terms and conditions in Partnership and had accordingly started the said business of manufacturing of plastic goods on and with effect from 1st November,1978 and have been carrying on the said business in Partnership under the name and style of 'CREATIVE PLASTIC INDUSTRIES' on the said terms and conditions,

A N D

WHEREAS the parties are desirous of reducing the said terms and conditions to writing:

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The Partnership business shall continue to be that of manufacturing and dealing in all kinds of plastic goods materials of various types and such other business or businesses as may from time to time be mutually agreed upon by and between the partners;
2. The partnership business shall continue to be carried on in the firm name and style of M/s.CREATIVE PLASTIC INDUSTRIES, at Mehertiles Compound, Subash Nagar, Off Caves Road, Jogeshwari (E), Bombay-400060, or at any other place or places as may be mutually agreed upon between the parties,
3. The partnership has commenced on 1st November,1978 and shall be the partnership 'AT WILL'.
4. The net profits and losses of the Partnership business shall be shared and borne in the following proportion.

...3/-

	<u>Profits</u>	<u>Losses</u>
a) Shri Gopilal R.Kabra -first party.	40	40
b) Shri Ramnarayan R. Kabra.(second party)	25	25
c) Smt.Saritadevi Satyanarayan Kabra. (Third Party).	25	25
d) Shrivallabh G.Kabra (Fourth Party).	10	10
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	<u>100</u>	<u>100</u>

5. The partners shall bring in as and by way of their capital such funds as may from time to time be required for carrying on the Partnership business as may be mutually agreed upon between them and to the extent they may deem fit.
6. The Bank account or accounts for the purpose of Partnership business will be opened in any Schedule Bank or banks that the Partners may agree upon and the partners shall be jointly and severally entitled to operate upon such account or accounts and draw negotiate and discount cheques/and/or any other negotiable instruments in that behalf for the purpose of and in the ordinary course of business only but not otherwise. Provided however, that no partner shall without the consent of the other partner be entitled to operate upon the said account or accounts for his personal use and benefit.
7. The accounts of the Partnership business shall be taken annually from Diwali to Diwali. First accounts shall be taken at the close of S.Y. 2035.
8. If any partner expires during the continuance of the partnership and if the heir/heirs of such deceased partner expresses/express his/her/ their desire to become a partner/s/he/she/they shall be taken as substitute of the deceased partner on the same terms and conditions as herein provided.

The legal representative or the heirs of the deceased party shall not be entitled to interfere in the management of the affairs of the partnership, but he/they shall be entitled to inspect the account books and vouchers in support thereof, for the purpose of ascertaining his/her/their share therein. He/she/They shall not however, be liable for any losses incurred after the demise of the party unless he/she/they elect/s to be partner/s in the place of the deceased party immediately on such demise.

9. In the case of the death of any of the parties hereto the firm need not be dissolved but the legal heirs of such parties may be admitted as partners as provided in Clause (8).

10. All disputes and differences whatsoever which shall either during the partnership or after the termination thereof, arise, between the partners or their respective representatives of the other partners touching these presents, or the constructions or presents, or the constructions or the applications thereof or any value or anything herein contained or any account; valuation, division, debts or liabilities to be made hereunder; or as to any act, deed or omission, or any partner or as to any person under these presents shall be referred to arbitrators, one to be appointed by each party according to the provisions of the Indian Arbitration Act, 1940 or any other statutory modifications or reenactments thereof for the time being in force, and the award or awards of such arbitrators or the umpire as the case may be shall be binding on all the parties to the dispute.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands, the day and the year first herein above written.

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED:

1. Shri Gopilal Ramchandra Kabra.

श्री गोपिल रामचंद्र काबरा

Shri Gopilal R.Kabra

2. Shri Ramnarayan R.Kabra.

श्री रामनारायण रामचंद्र काबरा

Shri Ramnarayan R.Kabra

3. Smt.Saritadevi S.Kabra

मrs. Sarita S. Kabra

Smt.Saritadevi S.Kabra

4. Shri Shrivallabh G.Kabra

श्री काबरा

Shri Shrivallabh G.Kabra

IN THE PRESENCE OF:

1. [Signature]

2. [Signature]

(6)