

**DEED OF INDEMNITY BY THE PARTNER RETAINING ASSETS AND LIABILITIES TO  
A PARTNER ON THE DISSOLUTION OF THE PARTNERSHIP FIRM**

THIS DEED of indemnity made at ..... on this ..... day of ....., 2000, between A son of Shri ..... resident of ..... (hereinafter referred to as "A") of the ONE PART and B son of Shri ..... resident of ..... (hereinafter referred to as "B") of the OTHER PART.

WHEREAS A and B had entered into a partnership by a deed of partnership dated ..... to carry on the business of ..... under the name and style of M/s. .... at .....

AND WHEREAS certain disputes and differences arose between A and B and A and B decided to dissolve the said partnership.

AND WHEREAS A and B dissolved the said partnership with effect from vide Deed of Dissolution dated .....

AND WHEREAS under the said dissolution deed, A has taken Rs. .... as his share, for which he had issued receipt and discharged 8 of and from all his claims and every part thereof in the assets of the partnership and B has retained the assets of the partnership including goodwill, stock-in-trade valued at Rs. .... and has agreed to discharge the debts and liabilities of the partnership valued at Rs. ....

AND WHEREAS the partners by a public notice dated ..... published in ..... and ..... in their issues dated ..... have notified about

the dissolution of partnership and vesting of assets and liabilities of the partnership in the said B from the date of dissolution of the partnership.

AND WHEREAS the said A has requested B to indemnify the said A from any claim which may be made against him by the creditors of the partnership, to which f3 has agreed.

NOW THIS DEED WITNESSES THAT;

1. In pursuance of the said agreement and in consideration of the premises, the said B hereby agrees to indemnify and keep indemnified the said A, his heirs, successors or assigns from and against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the said A or his heirs, successors or assigns or which the said A or his heirs, successors or assigns may or may have to bear, pay, or suffer directly or indirectly on account of the debts and liabilities of the said dissolved partnership for the period upto the date of dissolution and thereafter.
2. The said B hereby covenants that he shall pay the income-tax, sales tax in respect of the partnership business upto the date of dissolution, but A shall be liable to pay income-tax on his income as a partner up to the date of dissolution of the partnership and liability on that account is not covered by indemnity herein contained.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the day, and year hereinabove written.

Signed and delivered by the within named A

Signed and delivered by the within named B

WITNESSES;

1.

2.