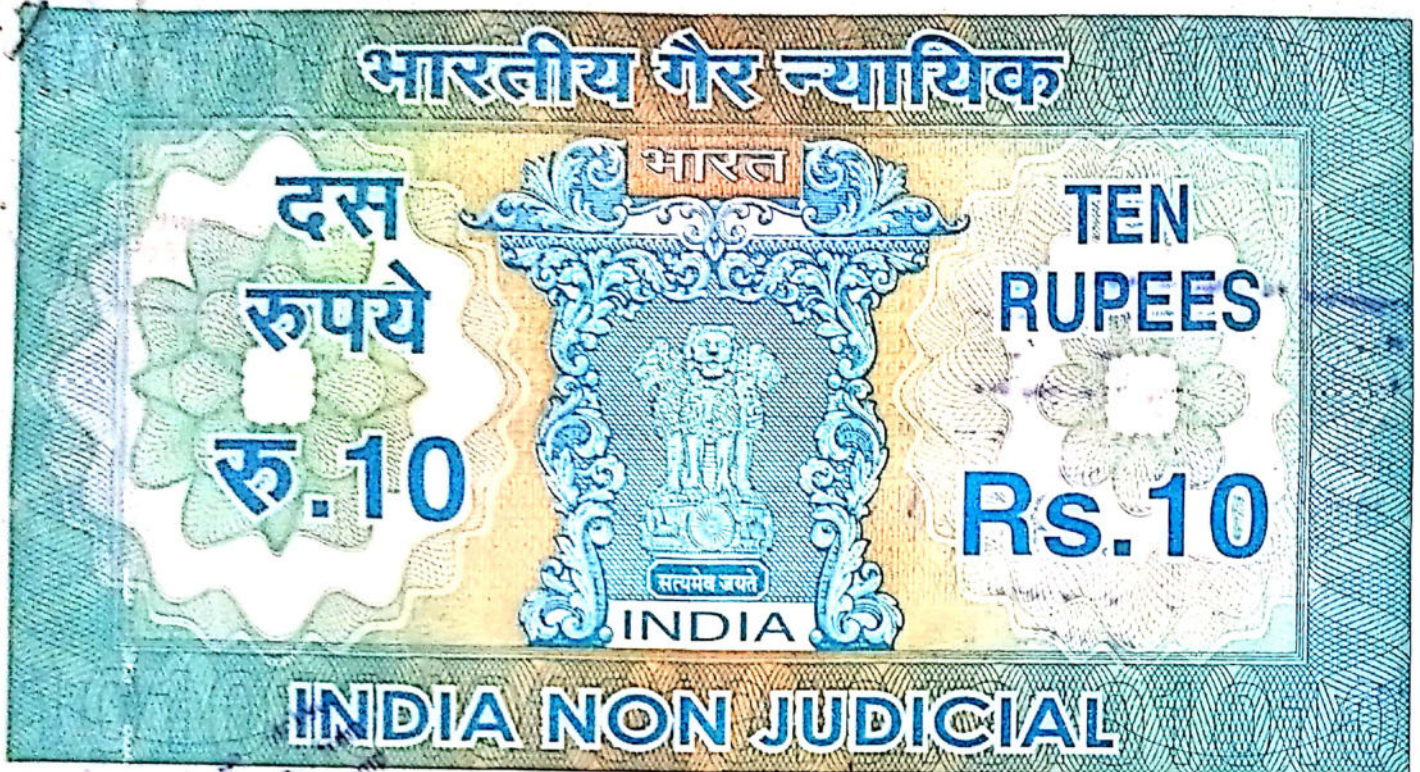


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1296



अजय असम ASSAM

Deed No. 1296/07

01AA 005546

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS MADE on this
2nd day of March 2007, at Guwahati.

- BETWEEN -

SHRI KUMUD SARMA, Son of Shri Bhuban Ch. Sarma,
by religion-Hindu, by profession-Business, resident of
Kamakhya, Guwahati-10, under P.S. Jalukbari, in the
Dist. Kamrup, Assam, hereinafter called the 1st Partner
of the One Part.

- AND -

SHRI MALAY SHARMA, Son of Sri Joydev Sharma,
by religion-Hindu, by profession-Business, resident of

presented for Registration

at ... of ... day of ... 2-3-07
at ... by Kumar Sharma
Assistant / claimant / attorney. ... D.C. Court

168
R.S. Joswani

Sr Sub-Registrar

Guzhatl.

2-3-07

Sri Kumar Sama

23 FEB 2007
Accountant
(Stamp Section)
Land Treasury

Execution is
admitted by
1. Kumar Sama
2. Malay Sharma
R.S. Joswani
2-3-07

Ashish Kr. Dey
Advocate

R.S. Joswani

T NO 3416 2-3-07

Sri Kumar Sama

Sri Malay Sharma →

T NO 3417

Identified by me
Ashish Kr. Dey
Advocate
2-3-07.

2.3.07

Sri Kenu Som
Sri Malay Sharma.

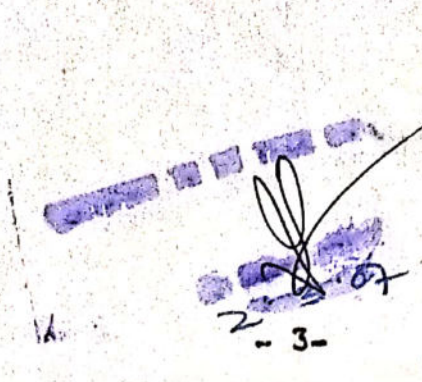
- 2 -

Kamakhya, Guwahati-10, under p.S. Jalukbari, in the
dist. of Kamrup, Assam, hereinafter called the Second
Party.

HEREAFTER referred to as partners which
expression shall include their heirs, successors,
executors, administrators and assignees this 2nd day
of March 2007.

WHEREAS the above partners have mutually agreed
to carry on the business of Contract, Supply or any other
kind of business etc. in the name & style of 'M/s NILACHAL
CONSTRUCTION & SUPPLIER', at Kamakhya Guwahati-10.

contd..


- 3 -
Sri K. Soma
Sri Malay Chandra.

AND WHEREAS the partners in order to avoid any future dispute and differences are desirous of reducing the terms and conditions of partnership in writing.

NOW THIS DEED WITNESSES

Name of the Firm : The name of the firm as constituted shall be contract, supply or any other kinds of business etc. as the partners may mutually decided from time to time.

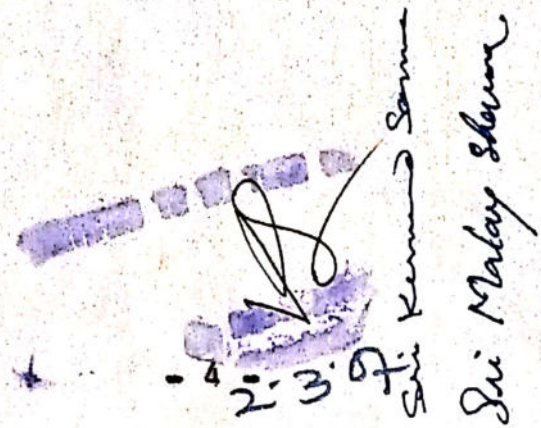
Place of Business : The Principal place of business shall be located at Kamakhya, Guwahati-10, under P.S. Jalukbari, in the dist. of Kamrup, Assam. The firm may open branches of office at such other place or places as the partners may unanimously agreed to.

Commence of the firm : The partnership and its business shall be deemed to have commenced from today and the partnership shall be at will.

Share in profit & losses : The Profit & loss of the firm shall be borne by all the partners equally.

Capital : That the capital of the partnership business both the parties equally investment is unlimited.




Bank Account: The firm shall maintain such bank accounts as mutually agreed upon in the name of the both partners.

Books of Accounts : Proper Books of account of such system as mutually agreed upon by all the partners shall be maintained to ascertain the profits or losses of the firm for each year. All partners shall be entitled to inspect and take copies of such accounts.

- No person shall be admitted as partner in this partnership business .

Dealing of Partners :-

A) Both the party shall remain faithful to work in the interest of the firm and supply all information and details of the partnership business to the other partner.

B) No parties shall do any transaction or work for the firm which is not connected with the business of the firm.

C) No parties shall except in the ordinary course of business, give any credit or any security or promise the payment of money or account of the firm.

contd..

2.3.12

Arbitration : All the differences and disputes relating to the partnership or the dissolution or arising out of this deed shall be resolve by arbitration under the Arbitration Act.1940 or any other act or law preveling in its places at that time and the decision of the ~~arbitration~~ arbitrator shall be final binding on ~~AA~~ both the partners.

Applicability of the Partnership Act. : Partnership Act.1932 subject to the terms and conditions expressly provided or the provisions of the Indian Partnership Act. 1932 shall be binding on both the partners.



Witnesses.

1) Utpal Sanna.
Kamakhya, G.M.Y-10

Sri Kamesh Sanna
Signature of the 1st Partner.

2) ASRIS M. Dey
Advocate

Sri Malay Sanna.
Signature of the 2nd Partner.

Shamash
2.3.12