#### FORM C

[ See Rule 10 (a) ]

### ACKNOWLEDGEMENT OF REGISTRATION OF FIRM

The Registrar of Firms, Orissa hereby acknowledges the receipt of the statement prescribed by Section 58 (1) of the Indian Partnership Act, 1932. The statement has been filed and the name of the FIRM\* MIS-MM Engineers and conscil tanks been entered in the Register of Firms as No...403...of 1937...

MEMO. of fees received Rs. 3 (Rupees three) only.



Registrar of Firms

No. xxvi-5304 /Regn., Dated, Cuttack, the. 3/12. 1992.

Forwarded to STI Upendra nath Statut C/O-M/S-M.M.
Engineers and consultants, At NayaChouk. Madhapatna
P.S. Madhapatna Dist Crittack. with reference to his/her letter No. N.c.l...

dated, the 11-12 19.9.7

Registrar of Firms

<sup>\*</sup>Here enter name of firm.



## **DEED OF PARTNERSHIP**

This Deed of Partnership made on this 1st day April 2005 (Two thousand five)

#### BETWEEN

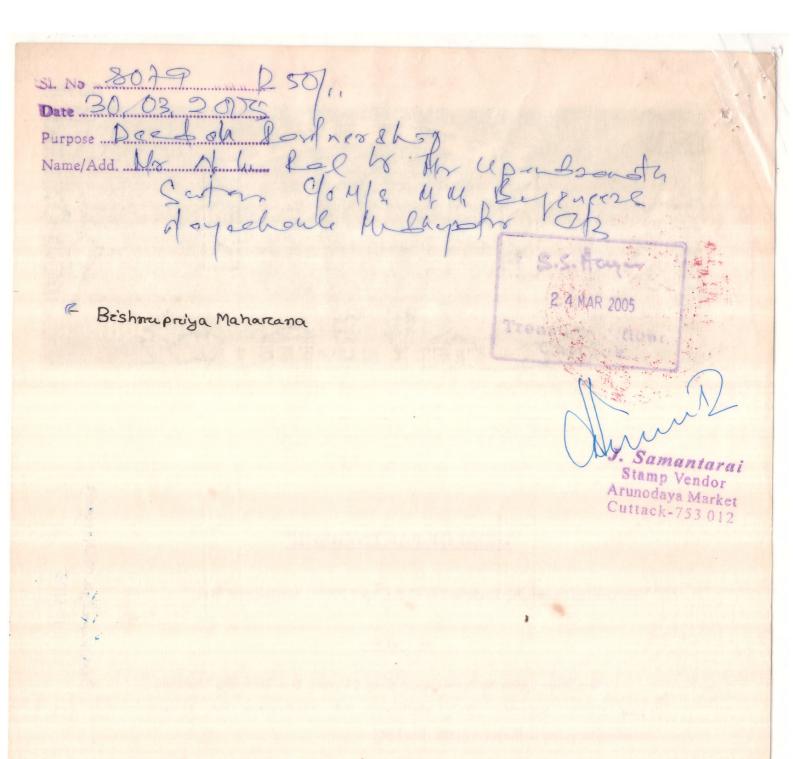
Sint. Bishnupriya Moharana, aged about 28 years, D/o. Debendra Moharana, resident of At – Nayachowk, P.O. – Madhupatna, P.S. – Madhupatna, Dist. – Cuttack herein after called as the party of the First Party.

#### AND

Sri. Upendranath Suttar, aged about 34 years, S/o. Late Indramani Sutar, resident of At /Po. – Khurasia, P.O -Patelipanka, P.S. – Patkura, Dist. – Kendrapara, hereinafter called as the party of the Second Party.



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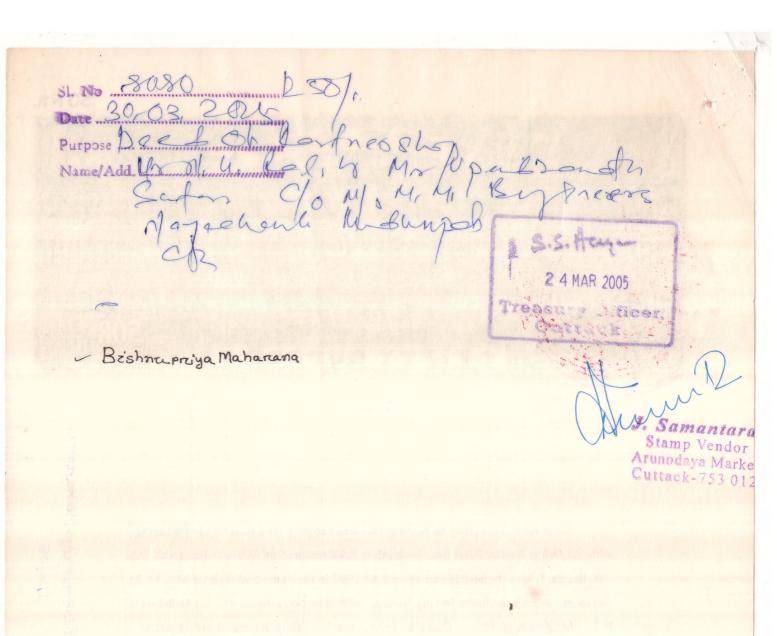


WHEREAS the party of Second Part was carrying on a business in Partnership with Sri Dillip Kumar Rout S/o. Brundaban Rout resident of At/Po. – Baharana, P.S. – Balikuda, Dist. – Jagatsinghpur since 1.12.1997 in the name and style of M/s. M. M. Engineers and Consultants having its regd. office at Nayachawk Po. – Madhupatna, P.S. – Madhupatna, Dist. – Cuttack. The partner Sri Dillip Kumar Rout retired from partnership due to his personal problem and relinquished all his share and intrest in favour of the other partner Sri. Upendranath Suttar the only partner of the firm on 31.03.2005 as per Retirement Deed.

AND WHEREAS Sri Upendranath Suttar wanted a partner to help the business physically and financially. So Sri Upendranath Suttar approached Smt. Bishnupriya Moharana for joining and 1<sup>st</sup> Party Smt. Bishnupriya Moharana accepted the offer and joined the business in partnership.



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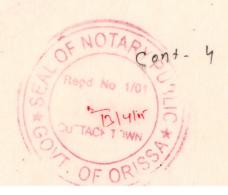




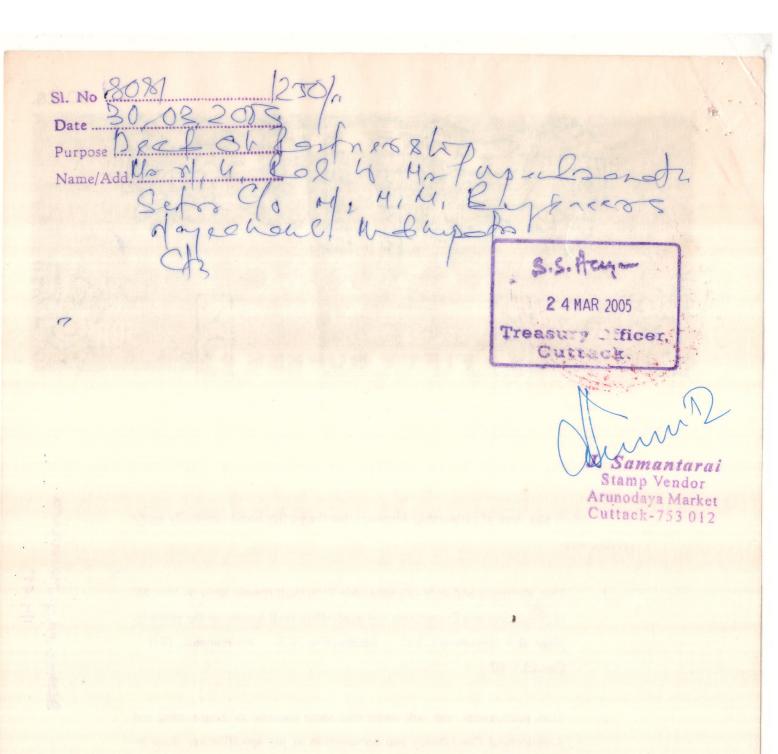


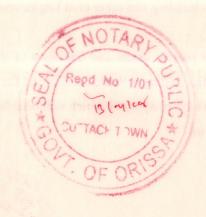
NOW this deed of partnership witnesses that the parties here to mutually agree as follows:-

- That, the name and style of partnership Firm shall remain same as M/s. M.
   M. Engineers and Consultants and head office shall remain on the previous place at Nayachowk, P.O. Madhupatna, P.S. Madhupatna, Dist. Cuttack 10
- That, partnership Firm will under take same business of Engineering and Architectural Consultancy and construction as per specification given by parties in building and other civil Engineering works.
- 3. That, the present assets and liabilities of the firm shall be valued by the both parties and both Parties will invest the capital in the ratio of 1<sup>st</sup> party 90 % and 2<sup>nd</sup> party 10 % which will be reflected in the books of Accounts of the firm.



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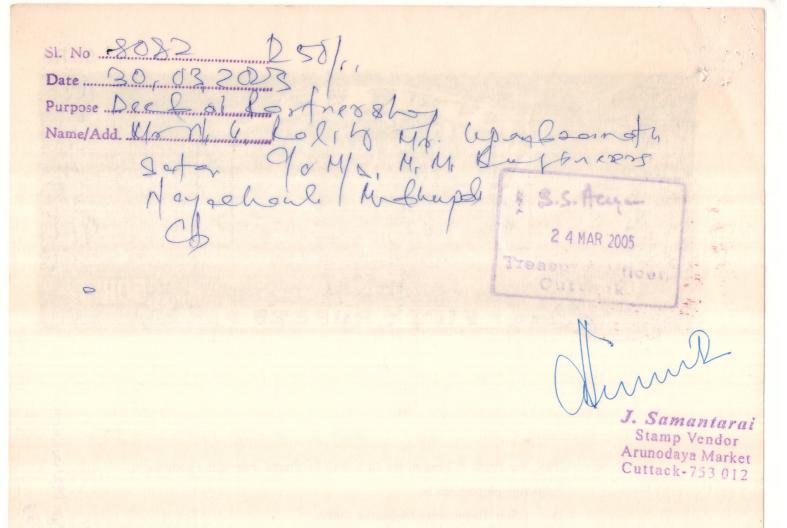


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- 4. That, the Profit & Loss of the firm shall be shared among the partners in following proportions:
  - i) Smt. Bishnupriya Moharana 90%
  - ii) Sri. Upendranath Suttar 10%
- 5. That, the First partner will be treated as the managing partner and also here the sole power to operate the Bank Account or can authorize the 2<sup>nd</sup> partner to operate bank account where ever need arises.
- 6. That, both partners shall get salary up to 25,000/- (Twenty five thousand) per month for the services rendered by them or as decided by both parties.
- 7. That, both partners shall take interest on their capital invested in the firm @ 18% per annum before calculating the net profit/loss of the firm or as decided by both parties mutually.
- 8. That, financial year of the firm will be 1<sup>st</sup> April to 31<sup>st</sup> March of next year.



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9. T T O

That, 1st Party will appear/sign any documents before Income Tax, Sales Tax excise and any other Government and Non-Government, Organization. The 2<sup>nd</sup> party can also do all these above work after getting authorization from 1<sup>st</sup> party. Also 1<sup>st</sup> party will also be empowered to appoint any legal practitioner for and on behalf of the firm.

That, both partners shall share the assets and liabilities of the firm including term loan, cash credit loan or any other loan as per their profit ratio in the firm.

- 11. That, the goodwill and the firm's name, besides other assets of the partnership is the exclusive property of the partnership comprising of the parties.
- 12. That, the retired partners will settle their accounts with the erstwhile partners and will receive all payments and there will remain nothing due from the said partners or from any other party in respect of this partnership. If there is found any dues hereinafter from any person whatsoever the partnership firm and not the retired partners will be entitled to realise it.
- 13. That, all books of accounts of the firm shall be kept properly and posted up to date and shall be kept in the business premises and shall not remove from regd. Place of Business without consent of the other partner.
- 14. That, the partnership is at will and shall be governed by the Indian partnership Act. 1932.
- 15. That, in case of retirement of any part from partnership firm, He/she has to give 2 month prior notice to other partner to retire from partnership firm and other partner has absolute right to carry on the business proprietorship or taking any other partner.

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16. That, no partner shall in any case transfer either by way of sale, pledge or the like his/her share to any other person without the consent of the remaining partner.

That, none of the partners shall be entitled to carry on similar type of business or trade in whatsoever and in case it is so found, the share and profits of that partner in such business/trade shall be ipso facto deemed to be the property of this partnership without any objection whatsoever.

18. That, the death of any partner shall not cause dissolution of the partnership. The heirs of the deceased partners shall be admitted to the share of the deceased partner on the same terms and conditions.

In witness where of, the partners to this Deed have let their hands having read and thoroughly under stood in vernaculars the contents of this deed as their own free will, without any force, fear or coercion on the day and year herein before mentioned in presence of the witnesses.

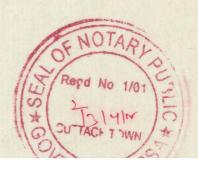
#### Witness

Postion, an Mohoran 15% Bholandh Meharen AT-Kherase 10/D1-Jegetsinghpar. Signature of the Executants

Bishnapaiya maharana.

Party of 1st Part

2. Bagol Behloa AT-Nayachouk madhupatana wittalk Party of 2nd Part



# DEED OF PARTMORSHIP

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Rupees Tun Hab special achesive stamp of Rs. You Rupees Tunk

Notary Public, Cuttack Regd. No. 01/01

