



SHIL

✓ Gauram Baruah

✓ ~~Man.~~

✓ Karali Baruah

✓ Madhurya Baruah



The Executan no. signed before me  
is identified by Jaly Baishya  
Advocate/Advocate's clerk on this the 27th  
day of April 2026

Beelita

Gitumari Kalita  
Notary Public, Kamrup  
Assam.

Identified by  
2017 Baishya (Adv.)

0006263424

**DEED OF PARTNERSHIP**  
(Admission of New Partner and Alteration/Amendment of Terms of Partnership)

OF

**M/S BARUAH LOGISTICS**

**[WITH EFFECT FROM 1<sup>ST</sup> DAY OF APRIL OF TWO THOUSAND AND TWENTY SIX]**

THIS DEED OF PARTNERSHIP for admission of a new partner is made on this 1<sup>st</sup> day of April, 2026 between:-

1. **SRI GAUTAM BARUAH (PAN: AJFPB2652M)**, S/O Lt. Dinesh Chandra Baruah, by religion Hindu, resident of Raja Duar, GSA Road, Ward No 4, North Guwahati, Dist- Kamrup, Assam- 781030, hereinafter called the party of the 1<sup>st</sup> part [which expression shall unless otherwise excluded or repugnant to the context be deemed to mean and include the party hereto of 1st part, his respective heirs, successors, executors, attorneys, administrator, legal representative, nominees or assigns].

-AND-

2. **SRI SHREEKANT VYAS (PAN: AGFPV3341J)**, S/O Sri Shreechand Vyas, by religion Hindu, resident of Rajat Shanti Plaza, Kumarpara, Guwahati, Dist- Kamrup Metro, Assam- 781001, hereinafter called the party of the 2<sup>nd</sup> part. [which expression shall unless otherwise excluded or repugnant to the context be deemed to mean and include the party hereto of 2<sup>nd</sup> part, his respective heirs, successors, executors, attorneys, administrator, legal representative, nominees or assigns].

-AND-

3. **SMT KARABI BARUAH (PAN: AJHPB2741B)**, D/O Sri Dharendra Nath Laskar, by religion Hindu, resident of Raja Duar, GSA Road, Ward No 4, North Guwahati, Dist- Kamrup, Assam- 781030, hereinafter called the party of the 3<sup>rd</sup> part. [which expression shall unless otherwise excluded or repugnant to the context be deemed to mean and include the party hereto of 3<sup>rd</sup> part, her respective heirs, successors, executors, attorneys, administrator, legal representative, nominees or assigns].

-AND-

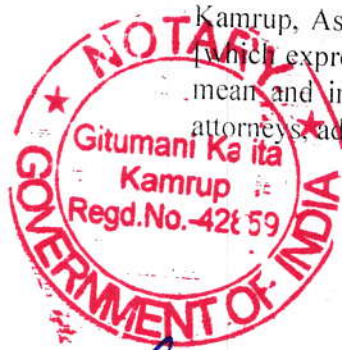
4. **SRI MADHURJYA BARUAH (PAN: FSIPB7517N)**, S/O Sri Gautam Baruah, by religion Hindu, resident of Raja Duar, GSA Road, Ward No 4, North Guwahati, Dist- Kamrup, Assam- 781030, hereinafter called the party of the 4<sup>th</sup> part or "incoming partner". [which expression shall unless otherwise excluded or repugnant to the context be deemed to mean and include the party hereto of 4<sup>th</sup> part, his respective heirs, successors, executors, attorneys, administrator, legal representative, nominees or assigns].

*Gautam Baruah*

*Shreekanth*

*Karabi Baruah*

*Madhurjya Baruah*



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(EACH OF THEM HEREINAFTER REFERRED TO AS 'PARTNER' AND ALL OF THEM COLLECTIVELY AS 'PARTNERS' OR 'FIRM')

WHEREAS, party hereto above of FIRST, SECOND AND THIRD PART were carrying on a business in partnership under the name and style of "M/S BARUAH LOGISTICS" (herein referred to as the "FIRM") in pursuance of a Deed of Partnership executed between them on 2<sup>nd</sup> of May, 2017 (with effect from 1<sup>st</sup> of April, 2017) as amended by further Supplementary Deed executed between them on 1<sup>st</sup> of August, 2017 with the terms and conditions embodied in the aforesaid Deeds of Partnership [herein referred to as "PARENT DEEDS"] and carried on the aforesaid business upto 31<sup>st</sup> March, 2026.

AND WHEREAS, the party hereto of the FIRST, SECOND and THIRD PART has mutually agreed to admit the party hereto of the FOURTH PART, namely, **Sri Madhurjya Baruah**, due to his expertise and knowhow in the business of the Firm, as a partner with effect from 1<sup>st</sup> Day of April, 2026 and thereby to reconstitute the partnership.

AND WHEREAS, all the parties hereto have agreed upon to become partners and have taken all the assets and liabilities of the Firm as on 31<sup>st</sup> March, 2026 as a going concern at their book values.

AND FURTHER WHEREAS the parties hereto of all parts have sought it necessary to make alterations, amendments and additions to the terms and conditions referred to in the parent deeds to avoid any disputes and ambiguity that may arise. Consequently, the parties hereto of all parts desire to continue the business of partnership with the terms and conditions as specified in this deed and supersede the parent deeds dated 02-05-2017 and 01-08-2017.

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH THE SAID TERMS AND CONDITIONS AS FOLLOWS:-

**1. NAME AND PLACE:**

THAT the name and style of the partnership shall be "M/s Baruah Logistics" with principal place of the business at Near UCO Bank, Changsari, in the Dist of Kamrup (Rural), Assam-781101, and the partners shall be at liberty to open/continue branch/es at such place/es either in the name of the firm only as mutually be decided by the partners from time to time.

**2. BUSINESS:**

THAT the business of the Partnership Firm shall be that of transportation, carrying and forwarding agent, cargo handling, logistics and allied services.



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THAT the Firm may undertake all such activities as are incidental or conducive to the attainment of the above objects and may enter into agreements with any person, firm, company, or authority for carrying out such business.

THAT the partners shall be at liberty to expand, diversify, or undertake any other lawful business or line(s) of activity, in addition to or in substitution of the aforesaid business subject to applicable laws and necessary registrations, as may be mutually agreed upon from time to time.

### 3. COMMENCEMENT AND DURATION:

THAT this partnership firm shall be deemed to have commenced on and from 1<sup>st</sup> day of April 2017 i.e the date of Parent Deed. The terms of this deed shall be applicable from 1<sup>st</sup> day of April 2026. The business of the partnership shall continue till it is dissolved in the manner mutually decided by the partners.

### 4. CAPITAL AND INTEREST:

(i) THAT the capital accounts of the continuing partners as appearing in the books of the Firm as on 31st March, 2026 shall be taken as their respective capital contributions in the reconstituted Firm.

The incoming partner shall contribute such capital as may be mutually agreed upon by the partners and the same shall be credited to his capital account in the books of the Firm.

Any further capital required for the business shall be contributed or arranged by the partners in such manner and proportion as may be mutually agreed upon from time to time.

(ii) Capital of a partner means the credit balance of the capital account as appearing in the books of account of this partnership firm from time to time.

(iii) Interest, subject to a maximum of 12% p.a and subject to available profits, shall be paid /credited to the partner's capital account. In case of no profit or insufficient profits, no interest or proportionate reduced interest (in proportion to the balance in respective Capital Accounts) shall be credited to the partner's capital account, respectively.

### 5. MANAGEMENT AND REMUNERATION

(i) THAT the partnership business shall be managed by any or all of the partner(s) or their authorized agents faithfully and diligently to the best interest of the firm and in accordance with the policy from time to time.

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(ii) Parties hereto of all the parts shall be working partner and they will manage the business of the firm undertaking activities as agreed among them from time to time.

(iii) Since the parties hereto of all the parts shall be the working partners and they will manage the business of the firm. Total Remuneration will be paid as follows:

- (A) On first Rs. 6 Lakh of Book Profit : @ Rs.300000/- or 90% of the Book Profit whichever is higher
- (B) On the Balance Amount : @ 60% of the Book Profit.

Provided that the remuneration so paid/payable shall never exceed book-profit and in case of loss no remuneration will be provided. Book Profit shall be calculated in the manner provided under Section 35(e) of the Income Tax Act, 2025 (corresponding to Section 40(b) of the Income Tax Act, 1961) or any statutory modification or re-enactment thereof.

The remuneration payable shall be shared by partners in ratio as mutually decided by them from time to time depending upon the efforts and time devoted by them. The remuneration can be paid monthly or at such intervals as may be decided by the partners from time to time.

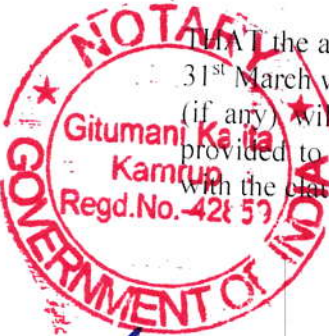
#### 6. PROFIT SHARING RATIO:

THAT the parties of all parts shall be sharing profits and losses equally and for that purpose the parties of First, Second and Third part shall surrender their shares equally in favour of the incoming partner. That the sharing of profit/losses of the firm amongst the partners shall be done in the following proportions:

<u>Name of Partner</u>	<u>Share of Profit/Loss</u>
1. Sri Gautam Baruah	25.00%
2. Sri Shreekant Vyas	25.00%
3. Smt Karabi Baruah	25.00%
4. Sri Madhurjya Baruah	25.00%

#### 7. ACCOUNTS AND ACCOUNTING YEAR:

THAT the accounting year of the firm shall commence from 1<sup>st</sup> April and end on subsequent 31<sup>st</sup> March when the Profit and Loss Account and the Balance Sheet will be prepared, interest (if any) will be credited to the partner's capital account, remuneration (if any) will be provided to the partners and profit or loss will be divided amongst partners in accordance with the clause (4), (5) and (6) of this deed, respectively.



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*Karabi Baruah*

*Madhurjya Baruah*

All necessary, usual and proper books of accounts in respect of the partnership business shall be maintained in the principal place of the firm, or such other place as may be decided mutually by the partners (subject to a copy of the accounts also being maintained at the principal place of business), and each partner shall be entitled to have access to the books of accounts and records.

**8. GOODWILL:**

THAT, the Goodwill of the firm for all purpose will always be taken at nil.

**9. RIGHT AND DUTIES:**

(A) THAT parties hereto of all parts shall be jointly or severally entitled to :-

(a) Open and operate Bank Accounts with Scheduled/ non-scheduled Bank(s) at Guwahati or any other place in India and secure over-drafts, loan from such bank(s) or other financial institutions (Central/State/Local) against security of partnership assets on such terms and conditions deemed proper and to sign all papers, documents etc in connection therewith.

(b) to borrow money and raise loans

(c) to enter into contracts with any person(s) for carrying out the partnership business

(d) to sign draw, accept, negotiate, pay satisfy or receive any bills of exchange, hundies, promissory notes, cheque orders or other negotiable/mercantile instruments and to execute any other documents relating to business for and on behalf of the firm with all Govt. Dept both State and Central.

(e) to devote reasonable time and energy for the firm and shall not allow its work to suffer; however, the partner(s) shall be free to carry on other business(es) of their own, without any hindrance what-so-ever, and

(f) to act on behalf of the firm generally.

(B) That all the partners are hereby authorized and empowered jointly and/or severally for and on behalf of the firm to apply for all kinds of licences, permits, quota rights and to submit tenders, to sign contracts statutory papers and agreements work orders incidental thereto and to receive payments in cash or by cheques, pay orders or to take delivery of the materials etc, for carrying out the aforesaid contracts, supply orders permits, quota right licences from the authorities concerned and for this purpose no power of attorney shall be required in favour of the partner(s) so acting for all other partner(s).

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(C) That rights and duties of the partners interse and in respect of the partnership business, subject to the terms of this deed shall be governed as per provisions of the Indian Partnership Act 1932.

**10. RETIREMENT, DEATH, LUNACY AND INSOLVENCY:**

THAT any of the partners may retire from the firm by giving at least three months notice to the other partners. Such retirement, death, lunacy and insolvency of partner shall not operate as dissolution of the firm and in such cases one of the representatives of such person ceasing to be a partner shall be allowed to join this partnership as per provisions of the Indian Partnership Act, 1932 and with consent of the continuing partners.

**11. INDEMNITY AND LIMITATION OF LIABILITY:**

THAT each partner shall indemnify and keep indemnified the Firm and the other partners against any loss, damage, liability, cost or expense incurred or suffered by the Firm arising out of any act of fraud, wilful misconduct, negligence, breach of this Deed or violation of applicable laws by such partner or by any person acting under his/her authority.

THAT no partner shall be liable to the Firm or to any other partner for any loss arising in the ordinary course of the business of the Firm, provided such loss is not attributable to fraud, gross negligence or wilful default on the part of such partner.

THAT all acts done by any partner in good faith and in the ordinary course of the business of the Firm shall be binding on the Firm and all the partners.

**12. ARBITRATION:**

THAT all the disputes relating to this Partnership business between the partners of their representatives, if cannot be settled mutually the same, shall be referred to arbitration and entire proceedings thereof shall be governed as per provisions of the Arbitration Act.

**13. JURISDICTION:**

THAT jurisdiction for all civil/criminal disputes relating to this partnership business between the partner(s) or their legal representatives, shall be the district head quarter of Kamrup (Assam).



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**14. PARTNERSHIP ACT:**

THAT it is hereby provided that if any of the terms and conditions of this partnership Deed is repugnant or derogatory to the provisions of Indian Partnership Act 1932, then the provisions of the Indian Partnership Act, 1932 shall always prevail.

**15. POWER TO VARY TERMS:**

THAT any of the terms and conditions of this partnership deed can be altered /modified / varied /added/cancelled at any time with the mutual consent of all the partners either expressed in writing or implied from the conduct.

IN WITNESS WHEREOF, the parties hereto have set and authorized their hands and seal to this Deed on the day, month and year first above mentioned.

**WITNESSES**

1. *Jayabrat Das.*  
*Rajadwar N. Guj - 30*
2. *Jimroy Chowdhury*  
*e/o - Late Ajit Ch. Chowdhury*  
*Vill - Ranymahal; North Guj*  
*Pin - 781030*

**SIGNATURE OF THE PARTNERS**

1. Sri. Gautam Baruah (Continuing Partner)  
✓ *Gautam Baruah*
2. Sri. Shreekant Vyas (Continuing Partner)  
✓ *Shreekanth Vyas*
3. Smt. Karabi Baruah (Continuing Partner)  
✓ *Karabi Baruah*
4. Sri. Madhurjya Baruah (Incoming Partner)  
✓ *Madhurjya Baruah*



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