

**OFFICE OF THE INSPECTOR-GENERAL OF
REGISTRATION-CUM-REGISTRAR OF FIRMS,
ODISHA, CUTTACK**



FORM-C

[See Rule 10(a) of Orissa Partnership Rule, 1943]

ACKNOWLEDGEMENT OF REGISTRATION OF FIRM

The Registrar of Firms, Odisha 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 * M/S MY HOME REAL ESTATE & DEVELOPERS has been entered in the Register of Firms as No. 1120202300602 of 2023.

Memo. Of fees received :---- Rs. 3/- (Rupees three) Only.

DR. SMITA MOHANTY

Registrar of Firms, Odisha

No 1120202300602/ Regn. , Dated, Cuttack, the 19/May/2023
Forwarded to : SMT SABITA JENA C/O : M/S MY HOME REAL ESTATE
& DEVELOPERS AT- AT-FLAT NO 407, SHREEYA RESIDENCY,
KHADASING, , PO-ENGINEERING SCHOOL, BERHAMPUR,
PS-BAIDYANATHPUR , Pin - 760010, Dist - GANJAM, State - ODISHA.
With reference to his/her letter No 1120230501010 dated, the
19/May/2023



Digitally signed by SMITA
MOHANTY
Date: 2023.05.20 15:11:52
+05:30

Registrar of Firms, Odisha



Before Sr. **Mitendra Patnaik**
NOTARY, Public Berhampur
Dist.: Ganjam (Odisha)

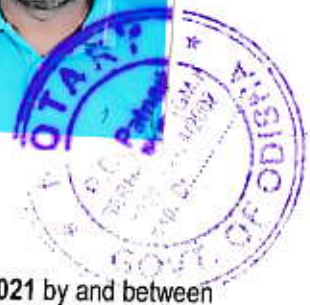
M 623202



PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS MADE on this 25th day of October, 2021 by and between

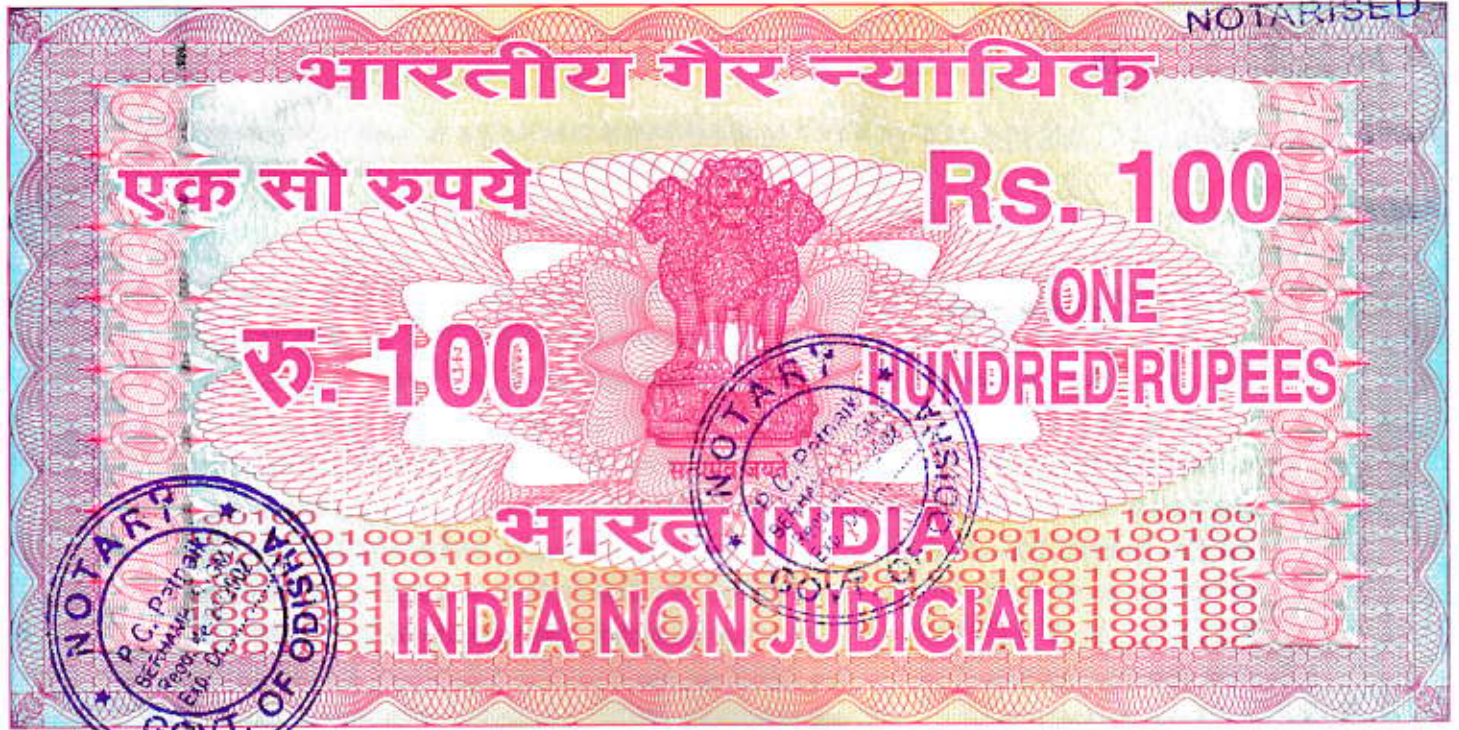
1. Smt. SABITA JENA aged about 64 years, Wife of Late Sri. GAJENDRA BHUYAN By Occupation Business, residing at FLAT NO 407, SHREEYA RESIDENCY, Khadasing, Po:- Engineering School, Berhampur, P.S:- Baidyanathpur, Dist: - Ganjam, State:- Orissa, PIN:- 760 010, of the ONE PARTY (which expression shall deem and include his heirs, executors, administrators, representatives, assigns and agents)
2. SRI. MITENDRA BHUYAN aged about 38 years, Son of Late Sri. GAJENDRA BHUYAN By Occupation Business, residing at FLAT NO 407, SHREEYA RESIDENCY, Khadasing, Po:- Engineering School, Berhampur, P.S:- Baidyanathpur Dist: - Ganjam, State:- Orissa, PIN:- 760 010, of the SECOND PARTY (which expression shall deem and include his heirs, executors, administrators, representatives, assigns and agents)



P.C. PATNAIK
NOTARY
BERHAMPUR (GM.)
No. 1-320
Time 11:15 AM/PM
Date 25-10-2021

Sabita Jena

Mitendra Bhuyan



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M 623203

WHEREAS the above named partners have decided to start the partnership business of purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, building, structures and to turn the same into account, develop the same and dispose of or maintain the same and to build townships, markets or other buildings residential and commercial or conveniences thereon and to equip the same or part thereof with all or any amenities or conveniences, drainage facility, electric, telephonic, television installations and to deal with the same in any manner whatsoever, and by advancing money to and entering into the contracts and arrangements of all kind with builders, tenants and others necessary for the attainment of above objects under the name and style of **M/s MY HOME REAL ESTATE & DEVELOPERS, FLAT NO 407, SHREEYA RESIDENCY, Khadasing, Po:- Engineering School, Berhampur, P.S:- Baidyanathpur Dist: - Ganjam, State:- Orissa, PIN:- 760 010**, with effect from 25 day of Oct 2021 on the terms and conditions hereinafter mentioned and have desired to reduce the terms and conditions into writing..

NOW this memorandum of agreement between the parties hereto agrees that they become partners subject to the terms and conditions expressed here-in-under:-



THAT the PARTIES referred above shall carry on the business of to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, building, structures and to turn the same into account, develop the same and dispose of or maintain the same and to build townships, markets or other buildings residential and commercial or conveniences thereon and to equip the same or part thereof with all or any amenities or conveniences, drainage facility, electric, telephonic, television installations and to deal with the same in any manner whatsoever, and by advancing money to and entering into the contracts and arrangements of all kind with builders, tenants and others necessary for the attainment of above objects under the name and style of **M/s MY HOME REAL ESTATE & DEVELOPERS** (hereinafter referred to as the FIRM) But by their mutual consent may start and carry on any other business or businesses under any other name or names at any other place or places.

2. THAT the business of the PARTNERSHIP pursuant to this DEED of PARTNERSHIP shall be deemed to have commenced with effect from 25 day of oct 2021 with its principal place of business at FLAT NO 407, SHREEYA RESIDENCY, Khadasing, Po:- Engineering School, Berhampur, P.S:- Baidyanathpur Dist: - Ganjam, State:- Orissa, PIN:- 760 010. The parties by mutual consent may carry on business at such other place or places, in such other name or names and such other nature or natures, as they may deem fit and proper from time to time.
3. That the capital required for the business of Partnership shall be contributed time to time by the PARTIES in such manner in all respect as may be agreed to between them and such capital may be paid interest as may be mutually agreed from time to time at the rate of rates not exceeding 12% (Twelve Percent) per annum.
4. That all the PARTIES referred above shall be Working Partners and shall attend diligently to the business of the Partnership and carry on the same for the greatest advantage of the Firm.
5. That **Smt. SABITA JENA** and **Sri. MITENDRA BHUYAN**, the parties of the First & Second parts have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration.

The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b) (v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year. Such amount of remuneration shall be distributed between the said working partners in the following proportion:

INSTRUMENT
NOTARISED



A Smt. SABITA JENA

50 per cent of such amount

B Sri. MITENDRA BHUYAN

50 per cent of such amount

The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

6. That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.
7. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.
8. That the partnership has been and shall be a partnership **at will**.
9. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time, to time, shall be divided and distributed amongst the partners in the following proportion:

Sr. No.	Name of Party	Share in profits
1.	Smt. SABITA JENA	50%
2.	Sri. MITENDRA BHUYAN	50%

The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

10. That the bank account or accounts have been and shall be maintained in the name of the firm and shall be operated singly or jointly by the partners.
11. That the partners shall not take any loan from any person/Financing Company, bank or any other Govt./Pvt. Department in any case, without the written consent of each other
12. That the books of account shall be closed on 31st day of March each year. The net profit or loss after deducting all expenses, interest, remuneration, and outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.
13. That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and



between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

14. That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between themselves.

15. That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.

16. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.

17. That the said partners shall not become and shall not be liable for any criminal action for any default or offence committed by other partners or employees or authorized representatives of the firm under the Income-tax Act, Customs Act, Foreign Exchange Regulation Act, Sales tax Laws or other Central or State Acts, laws, Rules or Regulations.

18. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

19. That all disputes and questions in connection with the partnership or this deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force.

IN WITNESS WHEREOF the parties to this deed have set their hands on the day and year first above written and in the presence of:

WITNESSES:

1. *[Handwritten signature]*

Sabita Jena
(Party of the First Party)

Mitendra Bhusan
(Party of the Second Party)

2. *Sri Purna Chandra Patnaik*

ATTESTED

25.10.2024

Sri Purna Chandra Patnaik
NOTARY, Berhampur (Gm.)



MY HOME REAL ESTATE & DEVELOPER

Near SBI Main Branch, Pani Tanki Road, Berhampur – 760001 (Ganjam), Odisha.
M - +91-9337772626 / +91-8114372848, Email ID – myhomeberhampur@gmail.com

Declaration for Authorised Signatory

I/We

- Mr. Mitendra Bhuyan Partner
- Smt. Sabita Jena Partner

Hereby solemnly affirm and declare that **Mr. Mitendra Bhuyan** Designation : Partner to act as an Authorized signatory for the Firm **MY HOME REAL ESTATED & DEVELOPER (PAN –ABSFM4592Q)** for which application for registration is being filed/ is registered under the Goods and Service Tax Act, 2017.

Mr. Mitendra Bhyuan, Designation: Managing Partner of the firm are authorized to sign all the necessary applications, undertakings and such other documents as may be necessary for GST Application on behalf of firm.

All his actions in relation to this business will be binding on me/ us.

Place : BERHAMPUR

Date : 15th July, 2023

For MY HOME REAL ESTATED & DEVELOPER

1. Mitendra Bhuyan (Mr. Mitendra Bhuyan)

PARTNER


SIGNATURE