

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



FORM-C

[See Rule 1(a) of Rules & 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 OM SWASTIK has been entered in the Register of Firms as No. 18201900247 of 2019.

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

(SEAL)

Registrar of Firms Odisha  
Registrar of Firms  
18201900247

No. 1363 / Regn. Dated, Cuttack, the 13.03.2019

Forwarded to : DEEPAK TRIPATHY C/O : M/S OM SWASTIK AT-OM VILLE, SHREE VIHAR, PO-PATIA, PS-CHANDRASEKHARPUR BHUBANESWAR, Pin - 751031, Dist - KHURDA State - ODISHA. With reference to his/her letter No 18201801312 dated, the 21/Dec/2018

For Registrar of Firms Odisha  
18201900247



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**DEED OF PARTNERSHIP**

This deed of partnership is made at Bhubaneswar in the State of Orissa on this 4<sup>TH</sup> day of September 2018 (Two thousand eighteen).

**BETWEEN**

M/S OM NIVAS NIRMAN PRIVATE LIMITED a Private Limited Company, incorporated under the Indian companies Act, 1956 having its office at Om Ville, Shree Vihar, Po. Patia, Ps. Chandrasekharpur, Bhubaneswar, Dist. khurda represented by its Directors, Sri Deepak Tripathy aged about 55 years, son of at- Om Ville, Plat No. 466/1971, Shree Vihar, Po. Patia, Ps. Chandrasekharpur, Bhubaneswar-751031 Late Harendra Kumar Tripathy, and Sri Hukam Singh aged about 59 years, son of at- Anayaam Mishra Lane, Mahatab Road, Po. Arjunodaya market, Ps. Badam baoli, Cuttack - 753012 Late Chaggan Singh Here-in-after called the party of the FIRST PARTY.

**AND**

M/S SWASTIK BUILDERS AND DEVELOPERS PRIVATE LIMITED, incorporated under the Indian companies Act, 1956 having its office at 1<sup>st</sup> Floor, "Swastik Centre", Mission Road, Po. Buxi Bazar, Dist. Cuttack represented by at- Cuttack Chandri Road, Po. Tulasipur, Ps. Lalbag, Cuttack - 753008 its Directors, Sri Surajit Soor aged about 55 years son of Sri Pratap Kumar Soor and at- Kaligali, Po. Chandimichauvi, Ps. Lalbag, Cuttack - 753002 Sri Rajnath Roy aged about 55 years, Son of Late Jishnu Roy, Here-in-after called as the party of the SECOND PART.

*Surajit Soor*  
*Rajnar Roy*

*Deepak Tripathy*  
*Hukam Singh*

Filed u/s 58 (1) of 1932  
Regd. No. 182019.00247/18  
*B.K. NAYAK* 14/09/18



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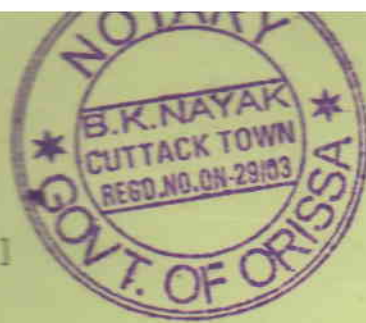
AND WHEREAS the parties hereto are actively engaged in the field of Real Estate development and construction. The aims and objectives of the parties, interalia is to **construct** multi storied buildings, comprising of independent flats / units, group **housing** schemes consisting of independent duplex houses, commercial arcades and **other civil** constructional works. The parties have carved out distinct niche for **themselves**, as bona fide construction agencies.

AND WHEREAS, the parties hereto have been receiving offers from some land **owners** for construction of residential complexes/projects of large magnitude. To be **specific and explicit**, the parties have received positive proposals from the rightful **owners** of the land for construction of a multi storied building / high rise buildings **comprising** of independent flats/premises with all infrastructure facilities, amenities and basic ambience. With the enactment of multi storied building regulations, stringent building norms, delay in obtaining approval of necessary **permission/sanction** from Development Authorities/Municipal Corporations/Regional Improvement Trusts/Town Planning Authorities/Odisha Real Estate Regulatory Authority and for expeditious completion of a housing scheme within the time schedule, the parties have decided to enter into a partnership, so

Handwritten signatures and initials on the right margin: 'Sunajit' (with a checkmark), 'Hulkam Singh' (with a checkmark), and 'Sampal Tripathi' (with a checkmark). There are also some other illegible handwritten marks.

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Handwritten signature: *B.K. Nayak*  
Date: *14/12/18*  
Printed text: **B.K. NAYAK**  
**NOTARY**  
**CUTTACK TOWN**



[3]

as to enable them to act as an integrated team in a systematic plan and cohesive manner and execute housing projects of varied magnitude and the parties declare that they are otherwise competent to enter into such partnership for carrying on the business under the banner of the partnership firm which is essentially a joint venture agreement dated 03.09.2018. Hence the parties hereto which are limited companies have entered into this partnership for the purposes as set out above, on the terms and conditions set forth here-in-after.

**NOW THEREFORE, IT IS AGREED TO, BY AND BETWEEN THE PARTIES HERETO AS FOLLOW:-**

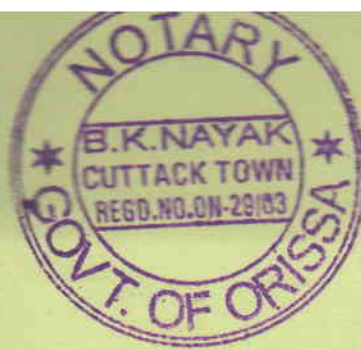
1. **NAME:** The name of the partnerships shall be "OM SWASTIK" at Om Ville, Shree Vihar, Po.Patia, Ps. Chandrasekharpur, Bhubaneswar, Dist. Khurda.
2. **OBJECTS:** The object of the partnership is to combine together, negotiate and acquire lands and to undertake construction of multi storied complex both for residential commercial purposes.
3. **REPRESENTATIVES:** That Sri Deepak Tripathy and Sri Hukum Singh, Directors of the First part company and Sri Surajit Soor and Sri Rajnath Roy, Directors of the Second Part Company shall be the representatives of the partnership who shall in their own name, ostensibly as principal, but in reality as the agent of the partnership and in the name of the partnership as the case may be, enter into all contracts, execute all documents, deeds, for and on behalf of the partnership, represent their partnership before the competent authorities and shall have absolute right to take all steps or do such acts as may be considered to be just, necessary and expedient for attainments of the objects of the partnership. The parties by mutual consent may confer and vest right on one of the representatives to represent the partnership and do all such acts and deeds for and on behalf of the partnership and do all such acts and deeds for and on behalf of the partnership whose status shall be that of a **managing partner**. If necessary, the other representatives shall execute a power of attorney in favour of the managing partner for carrying out the business of the partnership in consonance with the aims and objectives of the partnership and directions if any to be given by the partners.

*Surajit Soor*  
*Rajnath Roy*

*Deepak Tripathy*  
*Hukum Singh*

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*B.K. NAYAK*  
**B.K. NAYAK**  
NOTARY  
CUTTACK TOWN

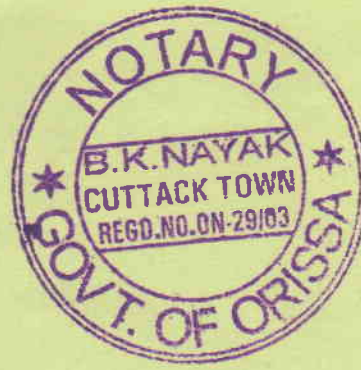


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4. **PLACE OF BUSINESS:-** The business of the partnership shall be carried on in the at - Om Ville, Shree Vihar, Po - Patia, Ps – Chandrasekharapur, Bhubaneswar, Dist - Khurda or at such other place/ places in the state of Orissa as may be agreed upon by the partners from time to time.
5. **COMMENTCEMENT OF THE BUSINESS:-**The partnership shall be deemed to have commenced on the date of execution of the deed of partnership by the parties hereto which shall be essentially a partnership at 'Will'.
6. **CAPITAL:-**The capital of the partnership shall be Rs. **1,50,00,000.00** (Rupees one crore fifty lacs only) to be contributed by the partners equally. The designated representative for and on behalf of the company represented by him shall deposit the amount as and when required in phases to the credit of partnership by way of to the capital of the partnership. The designated representative of each of the parties shall be entitles to attend meetings and otherwise participate in the affairs of the partnership. *Sunajit Singh*
7. **FURTHER CAPITAL:-** Any further capital which may be required from time to time for the purpose of business of the partnership shall be contributed by the partners equally. If any partner contributes any excess amount towards capitals in excess of his share of contribution such excess contribution to the partners shall be treated as debt to the partnership and will carry interest at the rate which the partners may agree. *Rajiv Roy*
8. **DURATION OF THE FIRM:-**The partnership shall continue unless the same is determined or dissolved at will. However , if any of the partner decides to withdraw from the partnership firm due to any reason thereof during the currency of any project he is to indemnify the other partner/third parties for any loss, financial or otherwise to be incurred due to his withdrawal/ resignation. *Hulram Singh*
9. **BANKERS:-** The Banker of the partnership shall be as decided by the partners. All amounts of the partnership or payable to the partnership as and when received be paid or deposited in the designated account of the Bank to the credit of the partnership, except the amount necessary for running the day-to-day business. *Sanjay Singh*
10. **CHEQUES:-**All cheques on such account shall be drawn in the name of partnership.

*B.K. NAYAK*  
NOTARY  
CUTTACK TOWN

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[ 5 ]

11. **OPERATION OF THE BANK ACCOUNT**:-The account of the partnership in the bank will be operated jointly by the designated representative of each of the partners (instrument and the cheques have to be signed by such authorized representative representing each partner.)
12. **PROFIT AND LOSS**:-The partners will be entitled to share the profit and loss of the business equally.
13. **ACCOUNTS**:-Proper books of accounts, registers, vouchers evidencing the sale purchase receipts payments, transaction and dealings of the firm shall be made and the same shall be maintained at the premise of the firm under direct supervision of the representatives of the parties and such books of accounts, vouchers, receipts, etc. shall be kept in safe custody at the premises of the firm.
14. **INTEREST ON THE CAPITAL**:-Each partner shall be entitled to interest at the rate of 9% per annum on the share of the capital standing to its credit out of the gross profit of the business.
15. **MEETINGS** : The authorized representative of any of the parties may call for meeting of their partnership when ever he considers being necessary and desirable.
16. **ACCESS TO THE ACCOUNTS**:- Each of the authorized representatives shall have access to inspect the accounts during usual office hours of the business and shall be at liberty to take copies or extracts from them but under no circumstances any of the authorized representatives shall be allowed to remove books of accounts or other documents from the premises of the partnership.
17. **ANNUAL ACCOUNTS**:- By 31<sup>st</sup> March of each year an annual accounting of the firm shall be made by the chartered accountant of the firm. In essence on or before 31<sup>st</sup> of March the partner shall ensure accounting of all the capital assets and liabilities of the partnership and shall ensure preparation of the balance sheet and the profits and loss accounts making provision for depreciation and for recouping lost capital. Such , profit and loss account as well as annual balance sheet shall be binding on the authorized representatives of the partners and the partners shall put seal to such balance sheet which will bind them.

Sunajit  
Sanyal

Rajendra

Sunil Tripathi

Hukum Singh

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B.K. NAYAK  
NOTARY



[ 6 ]

18. **APPOINTMENT OF CHARTERED ACCOUNTANT**:- The partners will be at liberty to appoint any chartered accountant for causing audit of the accounts and the report of such account submitted by the auditor shall be final,
19. **ESSENTIAL DUTIES OF THE PARTNERS**:- Be just and faithful to each other and shall diligently and devotedly attend to the partnership business and devote his time and genuine attention to the business.
- (a) Punctually pay and spread fact and indemnify other partners of the firm.
  - (b) Punctually deposit/pay all amounts, cheques received by him in the account of the firm into the designated banking account of the firm.
  - (c) Give full information and truthful explanation of all matters relating to the firm of the partnership and give assistance and facility at his commandant for carrying out the business of the partnership to the mutual advantage of both parties.
  - (d) The partners shall use their best efforts to work as an integrated team for promoting the genesis of the partnership business.
  - (e) Participate and attend to the business of the firm through authorized representatives.
  - (f) Indemnify the firm for any loss caused to the partnership business by any willful act of negligence by such authorized representative in conducting the business of the firm.
  - (g) The partnership shall carry on the business of the firm of the greatest common advantage and shall be just and faithful to each other and furnish all accounts. Information's, affecting the firm to the other partners or his representative.
  - (h) The authorized representative has a right t take part in the conduct of the business of the firm and is bound to attend diligently to his duties.
  - (i) That no authorized representative, without the written consent of the other partner/representative shall:-
    - (1) Engage directly or indirectly in any business, which may affect the interest of the partnership or shall conduct himself in such manner affecting the reputation goodwill and creditability of the partnership.

Sunajit Saha  
Joint Rep.

Sanjay Tripathi  
Hulkarn Singh

  
B.K. NAYAK  
14/12/18

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[ 7 ]

- (2) Engage or terminate the services of any employee of the partnership business, except in case of gross misconduct of such employees with the consent of the authorized representative of the other partners.
- (3) Undertake any holding on account and at the expenses of the partnership to utilize the capital or any amount of the partnership for his use. However, any authorized representative, if the exigencies shall warrant can spend any amount for the benefit of the partnership.
- (4) Lend money or give credit on behalf of the partnership to any third parties or for dealing with any parson. Companies or firm with dubious reputation or possibility of accrual of any loss to the firm.
- (5) Assign/mortgage/charge his share in the partnership.
- (6) Compromise or compound or release or discharge any debt which is due to such representative in his personal capacity.

**(20) DISSOLUTION OF PARTNERSHIP:-**

- (a) On completion of the specific project over which the partnership has been constituted.
  - (b) When anything happens to run the partnership incapable of continuing as legal entity.
  - (c) By the sole and mutual consent of the parties. Nothing in this partnership deed shall be construed to prevent or disable any parties hereto to carry on any other business of similar nature an no partner shall be entitled to have any right to interfere with any other business carried on by other partner.
- (21) That on dissolution of the partnership after payment of all expenses making provision for all contingent liabilities if any , the residue of the capital and profits if any shall be divided among the partners in proportion as mentioned and set out above.
- (22) **MISCONDUCT:-** Any of the authorized representative is guilty of misconduct, the other representative may notify in writing to such representative who shall be given a reasonable opportunity to satisfy all other parties but if such representative continue to be recalcitrant, such representative shall not be entitled or competent to represent the party.

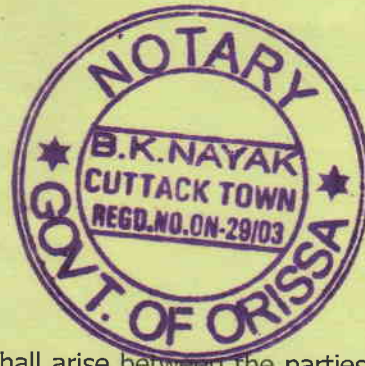
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[ 8 ]

- (23) **ARBITRATION:-** That if any dispute shall arise between the parties in respect of the conduct of the business of the partnership or in respect of interpretation or enforcement of any of the terms and conditions enjoined in this partnership deed or in respect of any matter relating to financial entitlement or liability of the parties or in respect of any matter which are incidental or ancillary, shall be referred to arbitration in consonance with the provisions of the arbitration and conciliation At. And the decision of the arbitrator shall be final.
- (24) **REGISTRATION:-** That the partners shall apply for registration of the partnership on the commencement of the partnership business in accordance with the provisions of the section 58 of the Partnership Act. 1932.
- (25) **Expenditure/Maintenance:** That all the expenses occurs towards day to day expenses for office maintenance, staff payment, working partner remuneration as well as house rent shall be borne from the accounts of the partnership firm.

In witness whereof the common seal of the first partner in pursuant to the resolution of board of directors passed in their behalf, here unto affix and sign by the authorized representative of the party of the first part in presence of the witnesses named below;

Witness:

1. Jaladhara Kamila  
At - Tunda pada  
via - Soro  
PO - Kedarpur  
P.S - Soro  
Dist - Balasore

Rampal Tripathi  
Om Nivas Nirman (P) Ltd.

Director

Hareem Singh  
Om Nivas Nirman (P) Ltd.

Director

2. Priya Ranjan Singh  
AT - Baulkhai sali  
PO - Benu bazar  
PS - Mangalabary  
Dist - Cuttack.

Surajit Sorey  
Swastik Builders and Developers (P) Ltd.

Director

Rajendra Roy

Swastik Builders and Developers (P) Ltd.

Director

**SIGNATURE / L.T.I(S) ATTESTED**

B.K. NAYAK  
14/12/18  
B.K. NAYAK