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



#### FORM-C

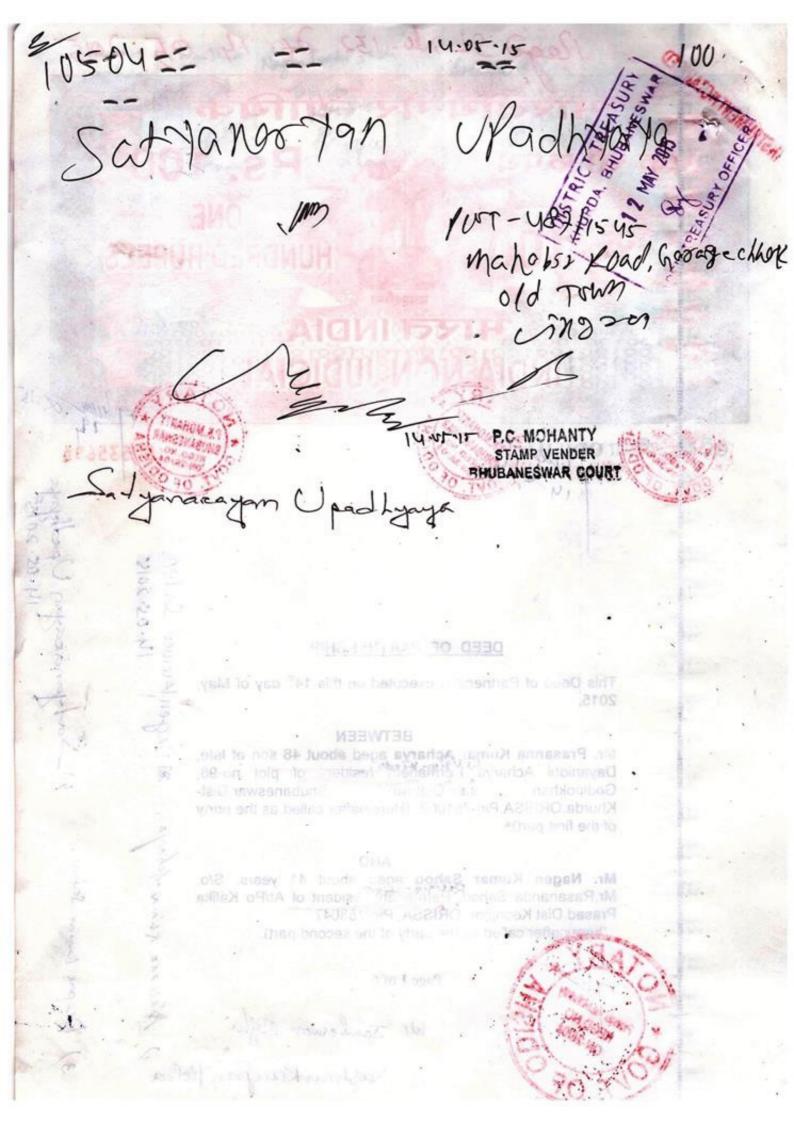
[See Rule 10 (a) of Orissa Partnership Rule, 1943]

#### ACKNOWLEDGMENT 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*. M.S. September September Les has been entered in the Register of Firms as No
Мемо. of fees received :—Rs. 3/- (Rupees three) only.
(SEA Registrar of Pirrins, Registrar of Pirrins, Orissa
No. 3098 /Regn., Dated, Cuttack, the 03:09:2015 200
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dated, the 200 200
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for Redistrat Siring Orissa

\*Here enter name of firm with address.







Mr. Deepak Kumar Sahoo aged about 35 years, S/o Mr. Lingaraj Sahoo resident of At-Bali Sahi Barah Lane, in front of Raghaba Das Matha, Dist-Puri, ORISSA, (hereinafter called as the party of the Third part).

Mr. Satyanarayan Upadhyaya, S/O Sri Gopal Charan Upadhyaya aged about 40 years and a resident of Plot No. 487/1545, Mohabir Road, Garage Chhak, Bhubaneswar-7S1002, (hereinafter called as the party of the Fourth part).

EACH OF THEM IS CALLED PARTNER.

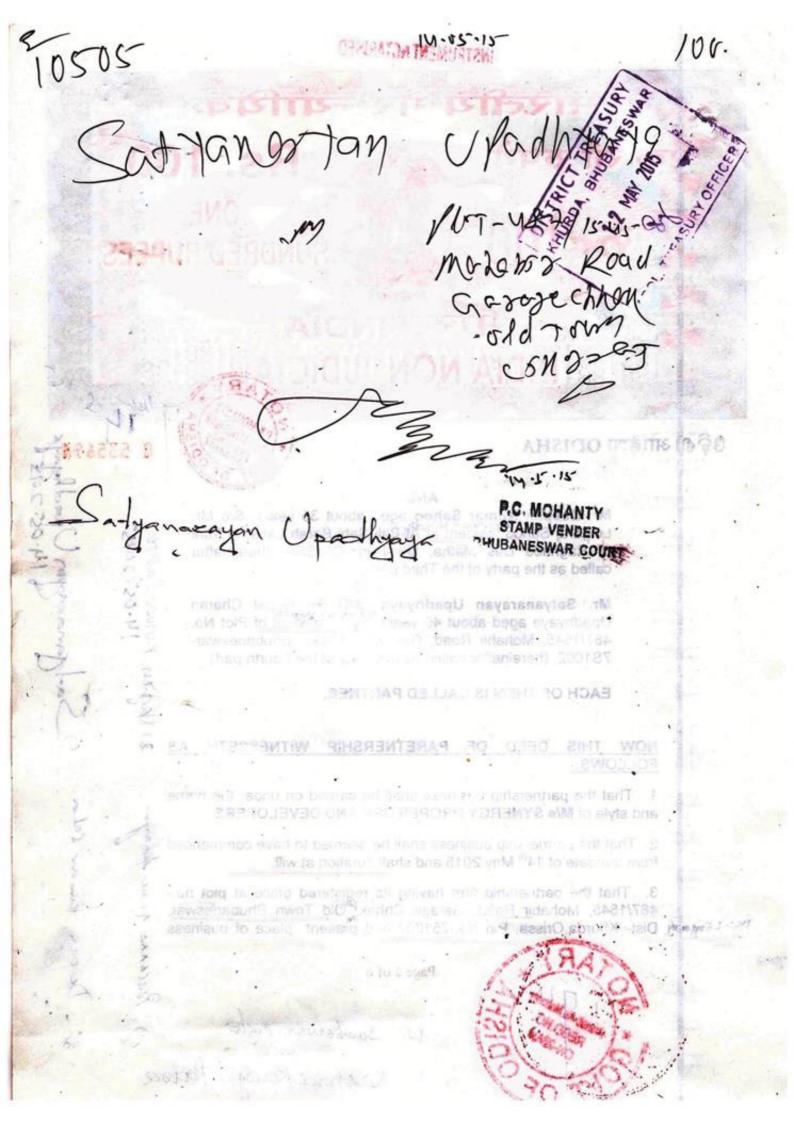
#### NOW THIS OF PARETNERSHIP WITNESSETH FOLLOWS:-

- That the partnership business shall be carried on under the name and style of M/s SYNERGY PROPERTIES AND DEVELOPERS.
- That the partnership business shall be deemed to have commenced. from the date of 14th May 2015 and shall duration at will.
- That the partnership firm having its registered office at plot no.-487/1545, Mohabir Road, Garage Chhak, Old Town Bhubaneswar, Dist- Khurda, Orissa, Pin No.-751002 and present place of business

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### INSTRUMENT NOTARISED

run at plot no 307, Saheed Nagar Bhubaneswar,751007 or at such other place as the parties to this deed may mutually agreed upon from time to time.

### THAT THE MAIN BUSINESS OF THE FIRM SHALL BE AS UNDER:

- (a) To purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures, develop the same and dispose of or maintain the same and to build townships markets or other buildings / duplex residential and commercial or conveniences thereon and to equip the same or part thereof with the same in any manner whatsoever, entering into contracts and arrangements of all kinds with builders, tenants and others,
- b) To construct, erect, build, repair, remodel, demolish, development improve, grades, curve, pave, macadamias cement and maintain buildings structures, houses, apartments, hospitals, schools, places or worship, highways, roads, dams, canals, bridges, paths, streets, sideways, court-yard, alleys, pavements and to do other similar construction, leveling or paving work, and for these purposes to purchase, take on lease, or otherwise acquire and hold any lands and prepare lay-out thereon or buildings of any tenure or description wherever situate, or rights of terms therein or connected herewith...
- (c) To carry on the business of builders, contractors, dealers in and manufacturers of prefabricated and pre-cast houses, buildings and erections.
- (d) To carry on the business of contract job that is contracts relating to civil, Mechanical, electrical and electronic, engineering works, whether on turnkey or on sub-contract, or on direct allotment basis.
- (5) The capital of the firm is not fixed but shall be provided by parties no hereto as and required in such proportion as may be mutually agreed upon from time to time without reference to the shares of profit / losses. The capital of the firm is Rs. 4,00,000/- invested by the partners.

(6) The profits and losses of the firm (including loss of capital) shall be

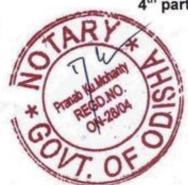
distributed borne as follows:

1st party - 25 %

2<sup>nd</sup> party - 25 %

3rd party -25%

4th party - 25%.



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## INSTRUMENT NOTARISED

7. That the partner of the First part and Fourth part, Sri Prasanna Kumar Acharya and Sri Satyanarayan Upadhyaya shall actively represent the firm in all authorities like Tahasil, Sub-Registar, Sale Tax, Income Tax, Telecom, Electricity, General Administration, Any P.F & Labor Dep., Development Authorities, PHD, Superintendent of police etc, and they are also being authorized to deal all types of construction power and agreement in their name and other partners shall be working partner of the firm who shall work diligently to the best of their abilities in the supreme interest of the Firm and faithfully employ themselves respectively in the conduct and management of business.

- 8. That the firm shall open bank Account in any Nationalized Bank / Banks or other banks. The said bank account shall be opened by 1st part, 3rd and 4th part jointly and further agreed that the said bank / banks account shall be operated by the any two of above partners only.
- 9. That the partners may avail loan from public statutory financial institution, Banks etc. for acquisition of industrial assets and current assets required for firm's business. The partners may agreed to provide necessary security and guarantee while securing such loans and shall repay such loans with interest as per the terms and conditions of such financial institutions, Banks etc.
- 10. The firm shall follow the financial year from 1st April to 31st March of every year and general account shall be taken into conjunction with a valuation of all assets and liabilities of the firm. The profit and the loss shall be determined and distributed to the respective partner's capital account in their profit sharing ratio.
- Interest at the rate of 12% per cent per annum shall be paid to each partner on the capital for the time being standing to his credit out of the gross profits of the business. And such interest shall be cumulative so that any deficiency in one year shall be made up put of the gross profits of any succeeding year or years.
- 12. That the partners shall work diligently to the best of their abilities in the supreme interest of the Firm. It is hereby agreed that. All the partners shall be entitled to a monthly salary of Rs.10000/-(Rupees Ten Thousand) each only per month, which shall be debited to the Profit and Loss Account of the firm. However, the conveyance allowances shall be subject to the maximum limit as. Specified by clause (b) of Section 40 of the Income Tax Act, 1961.

13. The usual book of the firm shall be kept properly maintained and up to date. All the partners are free to inspect it business hours.

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### INSTRUMENT NOTARISED

Each partners shall be entitled to draw out of the partnership business any sum or sums of money as may be decided between the partners for his/her own use, such sums to be duly accounted for on our, of each succeeding settlement of account and division of profits of the partnership and any excess of the drawings found on such settlement shall be refunded.

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- 15. If any partner commits any breach of the terms of this agreement, the other partners shall be at their liberty within three months from becoming aware of such breach by notice in writing to the offending partners forthwith to determine the partnership.
  - That neither the death nor physical or mental incapacity of any the partners shall be the ground for the dissolution of the partnership, but the heirs and legal representatives of such deceased or defunct partners if so chooses may join the firm in place of such deceased or defunct partner had therein, or that may vary as they so mutually be agreed upon within a stipulated period of three months.
  - 17. Any of the partners may determine this deed of partnership by giving three months notice to the other partners, In case of dissolution the other partner shall have right to continue on business of the firm as if undisclosed. This determination of the partnership shall not affect any way the liabilities arising and accruing to each partner.
  - 18. That all disputes and differences relating to the partnership or its dissolution or arising out of this deed between the parties to this deed, or between their legal representatives whether during the subsistence of partnership or at any time thereafter, shall be referred to arbitration in accordance with the provisions of Indian Arbitration Act' 1940; or if any modifications therein and the decision or award given by the arbitrators shall be binding on all the parties hereto.

1) Kasana kame ofelays.

2) Alagun Kumar Sahoo. 14.05-2015 3) Deepan Kumar Scha. 14.05.2015

4) Sadymarayan Upachyaye Page 5 of 6

WI Jambeswar Maghi

Wz Rashmi Rowfan Patora

### INSTRUMENT NCTARUSED

IN WITNESSES THEREOF we both the parties to this deed put their hands and singed on this 14<sup>th</sup> day of February 2015 at Bhubaneswar.

1) Pracaire Kame Achya, 1)
(PARTY OF THE FIRST PART)
Magenkumer Sahoo- 2)
(PARTY OF THE SECOND PART)
2) Deepak Kuna Calas. 37
(PARTY OF THE THIRD PART)
14.05: 2818
(PARTY OF THE FOURTH PART)
CERTIFIED THAT THIS DEED OF PARTNERSHIP

RSHIP HAS BEEN DICTATED AND CORRECTED BY ME

3)

(ADCOCATE)

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