

**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 SILKCITY DEVELOPERS** has been entered in the Register of Firms as No. **1120202100272** of 2021.

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

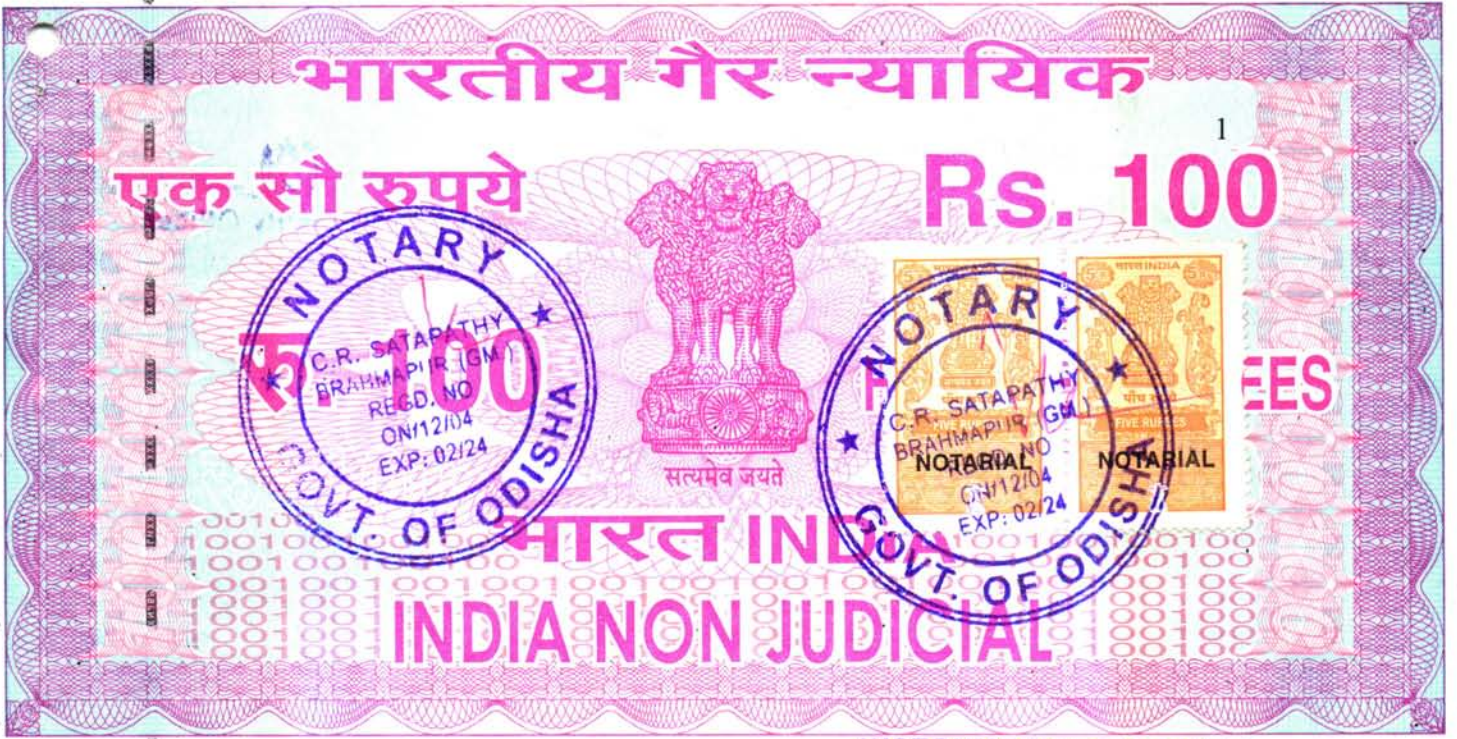
DR. SMITA MOHANTY
Registrar of Firms, Odisha

No **1120202100272**/ Regn. , Dated, Cuttack, the 24/Feb/2021
Forwarded to : PRADEEP KUMAR PANIGRAHY C/O : M/S SILKCITY
DEVELOPERS AT- AT-RAJIV NAGAR, IST LANE, BEHIND GOVT
ITI,KHODASINGI, BERHAMPUR , Pin - 760010, Dist - GANJAM, State -
ODISHA. With reference to his/her letter No **1120210200198** dated,
the 24/Feb/2021

Registrar of Firms, Odisha



Digitally signed by MOHANTY
SMITA
Date: 2021.02.25 15:04:51
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INSTRUMENT NOTARISED

K 393012



Pradeep Kumar Panigrahy

J. N. Rao

Simanchal Gouda

DEED OF PARTNERSHIP

This Deed of Partnership is executed on this day of 18th day of January, 2020.

1. Sri Pradeep Kumar Panigrahy, aged about 53 years, S/o. Late P.Ch.Panigrahy, Managing Director of Silkcity Promoters Pvt. Ltd. having its office at Rajiv Nagar, 1st Lane, Behind Govt. ITI, Khodasingi, Berhampur, Ganjam, Odisha, Pin No.760010, (Hereinafter called as the First Partner).1st Partner



No. D-28
Dt. 18.01.2020
Time 2.30 P.M.

- 1. Pradeep Kumar Panigrahy
- 2. J. N. Rao
- 3. Simanchal Gouda
- 4. Prasanna Kumar Patra
- 5. Soledamini Keth
- 6. Sankar Mohan Mohanty

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C.R. Satapathy
Notary, Berhampur 'Gm.

18.1.2020

No. 657 .. Dt. 16/12/2024 .. Rs
Name..... ଶ୍ରୀମତୀ କରୁଣା ଚନ୍ଦ୍ରା ସାହି
Address..... ପ୍ରଧାନ ମନ୍ତ୍ରୀ


Treasury Officer
Special Treasury, Berhampur


Krushina Chandra Sahu
S.V.S.R.O Bam R

✓ Pradeep Kumar Panigrahy.





Prasanna kumar Patro



Soudamini Rath



Sankar Narayan Murthy

2. Sri J.Nageswara Rao, aged about 46 years, S/o. Late J.V.A.N.Murthy, residing at Prem Nagar, 7th Lane, Sri Ganesh Castle, Flat No.504 of Brahampur, P.O. & Tahasil: Brahampur, P.S. : Bada Bazar, (Hereinafter called as the Second Partner).2nd Partner

3. Sri Simanchal Gouda, aged about 53 years, S/o. Late Govindo Gouda, residing at Neelakantha Nagar, 1st Lane Extn. Bijipur of Brahampur, P.O. & Tahasil: Brahampur, P.S. : Bada Bazar, Pin No.760002, P.S.: Gosaninugaon (Hereinafter called as the Third Partner).3rd Partner

4. Sri Prasanna Kumar Patro, aged about 44 years, Son of Balaram Patro, , resident at/po : Dura , P.S.: Gopalpur, Tahasil : Konisi, Dist.: Ganjam Odisha, Pin No.760010 (Hereinafter called as the fourth Partner)4th Partner

5. Smt Saudamini Rath, aged about 53 years, D/o. Prabhakara Acharya, resident at : Neelakantha Nagar, 1st Lane of Brahampur Town, P.O. & P.S.: Gosaninugaon, Tahasil : Brahampur, Dist.: Ganjam Odisha, Pin No.760002 (Hereinafter called as the Fifth Partner)5th Partner

1. Pradeep Kumar Panigrahy

4. Prasanna kumar Patro

2. J. Nageswara Rao

5. Soudamini Rath.

3. Simanchal Gouda.

6. Sankar Narayan Murthy.





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6. **Sri Sankar Narayan Mohanty**, aged about 40 years, S/o. Panchanana Mohanty, resident at : Old Martha Street of Brahampur Town, P.O. & Tahasil : Brahampur, P.S.: Bada Bazar, Dist.: Ganjam Odisha, Pin No.760001 (Hereinafter called as the Six Partner)6th Partner

Whereas the above said parties (The partners) have decided to enter into a Partnership through this Deed of Partnership.

NOW THIS DEED OF PARTNERSHIP WITNESSES AS FOLLOWS :

1.NAME OF THE FIRM :

The Name of the firm shall be "M/S SILKCITY DEVELOPERS" situated at Rajiv Nagar, 1st Lane, Behind Govt. ITI, Khodasingi, Berhampur, Ganjam, Odisha, Pin No.760010.

2.PLACE OF BUSINESS:

The Registered office of the firm "M/S SILKCITY DEVELOPERS" situated at Rajiv Nagar, 1st Lane, Behind Govt. ITI, Khodasingi, Berhampur, Ganjam, Odisha, Pin No.760010. However the partners may change the business or have additional place of business as may be required from time to time.

3. NATURE & OBJECT OF BUSINESS :

- a. That the partnership shall to work as Building Construction and Land Development.
- b. That the partnership firm also to supply the house construction goods, like Cement, Iron Rod, Sand, Bricks, tiles & marbles etc. and appointing agents on commission basis and the new business will be added time to time by the resolution of Partner as per law.

4. MANAGING PARTNER:

The above said 1st partner is the Managing Partner of the firm who is authorized to negotiate, enter into agreement and shall look after day to day affairs, financial aspects and accounts including receiving money from buyer and passing receipts for the same on

1. Pradeep Kumar Panigrahy

2. J. N. Das

3. Simanchal Gouda

4. Prasanna Kumar Patra

5. Soledamini Rathi

6. Sankar Narayan Mohanty

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behalf of the firm. And other partners assist to the Managing partner in the supervision and execution of the projects undertake by the firm. In future if any dispute arises, the decision of the Managing Partner will be taken as final.

5. MUTUAL BENEFITS:

The parties shall be just and faithful to each other and carry on the business for mutual benefit and common advantage of the partnership business.

6. PROFIT SHARING RATION :

The profit and loss of the firm of each year shall be ascertained on 31st day of March. The profit of loss of each after proving, for the parties as under shall share interest and remuneration to partners irrespective of amount of capital investment.

1 st partner (A)	30%
2 nd Partner (B)	20%
3 rd Partner (C)	20%
4 th Partner (D)	10%
5 th Partner (E)	10%
6 th Partner (F)	10%

7. CAPITAL :

There shall be no fixed capital of the partnership business . The required capital shall be contributed by the partners here according to their profit sharing ratio. The capital contribution /profit accruals standing to the credit of parties shall carry interest at the rate of 18% per annum or as may be prescribed U/s 40(b) (iv) of the Income Tax Act 1961 or any other applicable provisions as may be in force in the income tax assessment of the partnership firm for the relevant accounts period. Such interest shall be calculated and credited to the account of each partner at the close of accounting year. However in case of loss or low income, rate of interest may be nil or lower than 18% p.a. as may be agreed to by and between the parties from time to time.

1. Pradeep Kumar Panigrahy

2. J. N. Rao

3. Simanchal Gouda.

4. Prasanna Kumar Patra

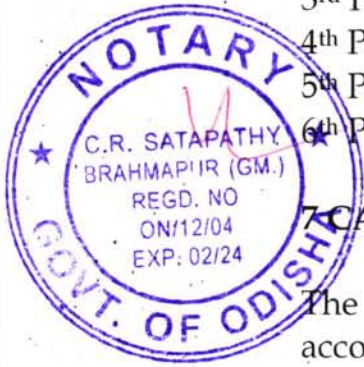
5. Soredamini Rath.

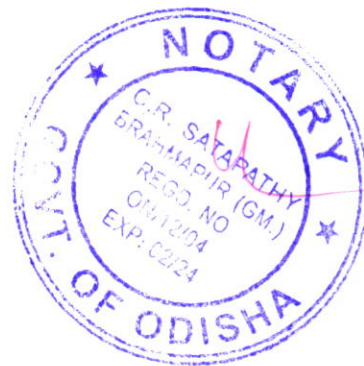
6. Sanjay Mohanty

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Notary, Berhampur 'Gm.





- i. The partners are entitled to get interest @ 12% per annum on the capital invested.
- ii. The capital investment and all the important decisions shall be put in a Cash/Account Book.
- iii. The initial capital of the partnership shall be Rs.50,000/- (Rupees fifty Thousand) on the (the "Capital"), which shall be subscribed by the partners of the firm in equal ratio.

8. MANAGEMENT :

The business shall be manage by the partners on mutual consent as per the duties and responsibilities specified and duly recorded in the Cash/Account book from time to time.

9. BANK ACCOUNT :

The partners shall open a bank account in the name of firm with any scheduled banks. One bank's A/c. will be operated jointly by J.Nageswar Rao and Simanchal Gouda and other bank's account will be operated jointly by Prasanna Kumar Patro & Simanchal Gouda on behalf of Partnership Firm as per the Income Tax Act 1961. It may have to be changed if needed as per business demanded by the resolution of Partners as per law.

10. BOOKS OF ACCOUNTS :

The book of accounts along with all necessary papers patterning to the partnership shall be maintained by the parties hereto and kept at the principal place of business. The book of accounts shall be close very year on 31st March and the profit and loss of the partnership shall be closed to the books of accounts of the relevant year on the above said date.

11. LOANS & BORROWALS :

The partners may raise loans /accepts deposits form Banks, Financial Institutes or Private Parties to provide funds for the business of the partners under the signature of all the partners. The partners (s) or the firm shall not be responsible for loans raised by partner's (s)in their individual capacity.

1. Pradeep Kumar Panigrahy

2. J. Nageswar Rao

3. Simanchal Gouda

4. Prasanna Kumar Patro

5. Soledamini Reth.

6. Sanjay Nayyan

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12. REMUNERATION :

For the service rendered, the working partners shall be entitled for the remuneration and to share equally by all the partners to the deed. However it has further agreed that is no case their aggregate remuneration will not exceed the amount of ceiling limit fixed under section 40(b) of the Income Tax Act 1961.

- i) The remuneration payable to the partners shall be calculated at % of income for each accounting period in the above manner.
- ii) Income for the above purpose means net profit after considering all expenditure except remuneration to partners but excludes capital gains, if any.
- iii) The partners shall be entitled to increase or reduce the above remuneration. The partners here to may also agree to revise the mode of calculating the above said remuneration as may be agreed by them time to time.

13) ANNUAL ACCOUNTS :

The book of accounts of the partnership shall be closed to arrive profit and losses account once a year on 31st day of March Every year.

14) CHANGE IN CONSTITUTION OF FIRM:

If there is any change in the constitution of the firm during the accounting year, the profit/losses between the period before the change and the profit after the change shall be apportioned on time basis, it being assumed that the profit/losses accrue or otherwise arise evenly through out the year.

15) DATE OF COMMENCEMENT OF FIRM:

This partnership shall deem to have commenced from 18th day of January, 2020.

16) TERM :

The duration of the partnership is AT WILL.

1. Pradeep Kumar Parigrahy.
2. J. N. Das
3. Suresh Chandra Gouda.

4. Prasanna Kumar Patra
5. Soledamini Rathi.
6. Sanjay Narayan Mohanty.

Form Part of.. *Dated* :- Page 6 of 9

(Signature)
C.R. Satapathy
Notary, Berhampur 'Gm.





17) INDEMNITY :

The partner shall indemnify the firm for any loss occurred or arise to his/her willful negligence.

18) RETIREMENT :

A partner can retire from the Partnership business by giving at least three months notice to the other partner in writing. The retiring partner shall be paid the amount standing to his credit within from the date of his notice of retirement. If the amount is not paid within three months, interest @18% p.a. shall be allowed on the credit balance. Under any circumstance the amount along with interest shall be settled within 9 months from the date of notice of retirement.

19) ARBITRATION :

In case of any disputes among the partners regarding the interpretation, operation or enforcement of terms of the partnership of this deed, the same shall be referred to the arbitrator or arbitrators to the appointed mutually by both the partners or their legal representatives for adjudication and the decision of such arbitrators shall be final and binding on all the parties and their legal representatives and initially the arbitrator of the firm Sri Subrata Kumar Pradhan, Advocate is appointed by all the Partners.

20) AMENDMENT :

The clauses of his deed shall be subject to amendment, deletion or addition by the consent of all the partners.

21) RESOLUTION BOOK :

The firm shall maintain a Cash/Account book to record all the important decision for the management of the firm. The deed be read in conjunction with Cash/Account book for interpretation of any clause.



1. Pradeep Kumar Panigrahy

2. J. N. Das

3. Simanchal Gouda

4. Prasanna Kumar Patra

5. Soledamini Rath.

6. Sanjay Narayan Mohanty

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12/1-2020
C.R. Satapathy
Notary, Berhampur 'Gm.



22) APPLICATION OF PARTERSHIP ACT :

That matter relating to which nothing spelt out in these presents, provisions of Indian Partnership Act 1932 shall apply.

23) DISSOLUTION :

That it is specifically agreed by and between the Partners herein that the firm shall not be dissolved in the vent of death /insolvency of anyone of the Partners, but shall continue with the existing partners. However, no legal representative or heir of the deceased partners shall be entitled to become a partner and interfere in the management of the affairs of the Firm/Partnership.

That only those legal representative or heir, who would be duly nominated as per the will (Subject to verification of authenticity/validity of said document) of the deceased partner, shall be entitled to inspect the account books and the voucher in support thereof for the purpose of ascertaining his/her share therein and the profits accruing/due thereon. Such duly nominated legal representative or heir shall not, however be liable for any loss incurred after demise of the partner immediately on such demise. The event any of the partner dies without leaving any will or nomination, legal heirs of the said partners would be entitled to receive the dues of the said partners as may be payable to him on date of his death only after producing an appropriate order to that effect from the Court of appropriate jurisdiction.

That it is agreed between the partners that in case of Retirement/resignation of any partner(s) from the Firm, the Partnership shall not be dissolved but shall continue with the remaining partners.



1. Pradeep Kumar Panigrahy
2. J. N. Das
3. Sumanlal Gouda.

4. Prasanna Kumar Patra
5. Sozedammimi Reith.
6. Sankar Prasad Mohanty.



In witness whereof the parties have set their hands on this 18th, January, 2020.

- (1st partner) Pradeep Kumar Panigrahy
- (2nd Partner) J. N. Das
- (3rd partner) Simanchal Gouda.
- (4th Partner) Prasanna Kumari Patra
- (5th Partner) Soledamini Rath.
- (6th Partner) Sankar Narayan Mohanty.



Witness with their address:

1. Subrata Kumar Pradhan
S/o. Parasotkam Pradhan
H/o Sidratha Nagar 2nd lane.
Berhampur. Pin. 760004.
2. Sandhya Rani Mohanty
w/o - Sankar narayan Mohanty.
old Berhampur.
Martha street.
Berhampur Dist. Gonsam.
odisha. pin. 760001

CERTIFICATE

I certify that the Executants is/are present before me and identified by.....
 Advocate..... and contents of deed read over and explained to him/them, he/they admitted the same as true on 'correct and put his/their signature/thumb in presence witnesses.
 Attested on this Day of 18.1.2020
 Berhampur (Gm.)



Attested
 C R. Satapathy
 Notary Berhampur (Gm.)

C.R. Satapathy, NOTARY
 Berhampur (Gm.) Odisha

