# 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 GK PROPERTIES has been entered in the Register of Firms as No. 1820202200537 of 2022.

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

DR. SMITA MOHANTY Registrar of Firms, Odisha

No 1820202200537/ Regn., Dated, Cuttack, the 26/May/2022 Forwarded to: AMARESH PARIDA C/O: M/S GK PROPERTIES AT-FLAT NO-102, SAI PRASAD ENCLAVE, CANAL ROAD, RASULGARH, BHUBANESWAR, Pin - 751010, Dist - KHURDA, State - ODISHA. With reference to his/her letter No 1820220500885 dated, the 26/May/2022



Mr. Amaresh Parida
 S/O: Golak Bihari Parida
 Flat No -102, Sai Prasad Enclave, Canal Road,
 Rasulgarh, Bhubaneswar - 751010, Odisha, India
 Age:34Years
 Herein after be referred as the party of the First part to this deed

2. Mr. Manas Kumar Pal S/O: Gopinath Pal Baniasahidiha, Odisho,

Jagatsinghapur - 754103, Odisha, India

Age: 32Years

Herein after be referred as the party of the Second part to this deed

Mrs. Kalpana Kumari Dei D/O: Durga Charan Sundaray Pat No- 203, Brundaban Plaza Ekamra Marg, Ganganagar

Chubaneswar, Khordha - 751001, Odisha, India

Age: 62 Years

Merein after be referred as the party of the Third part to this deed

PHEREAS, the partners 1 and 2 hereto under a deed of partnership dated 20th April, 2022 will carry on the business under the name and style of "GK PROPERTIES"

WHEREAS, the hereto after mutual discussion have agreed to the terms and conditions of the partnership relating to the conduct of the business and other affairs of the firm.

WHEREAS, the parties hereto desire to have all the terms and conditions of the partnership reduced to writing and to have the same duly evidenced by this deed of partnership.

Amaresh Parida

Manas kumar Pal.

Kalpoma Ky Dei

N.K.Sahoo
Stamp Vendor
Rahuabneswar

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# NOW THIS DEED WITNESSTH AS FOLLOWS

# 1) Constitution of the Firm

The partnership firm is constituted under the Deed of Partnership dated 20/04/2022 with the parties hereto as partner shall carry on it's business in partnership, as per the terms and conditions set out below in this deed.

#### Name and Style

The partnership firm will continue to carry on it's business, under the name and style of "GK PROPERTIES". The partners by unanimous decission may change the name and style of the business from time to time as they think deem fit. The firm may carry on different business.

# 3) Principal place of business

The firm shall continue to have it's principal place of business at Flat No - 102, Sai Prasad Enclave, Canal Road, Rasulgarh, Bhubaneswar - 751010, Odisha, India and the same may be shifted to any other place or places as the partners may decide from time to time.

#### 4) Branches, offices etc.

The firm may open branches at different places as may be decided by the partners from time to time.

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Amaresh Parida Manas Kaepoma Ku Dei

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Manay kumar pal.

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The firm shall carry on the business of; "To carry on the business of real estate, builders, civil work, infrastructural activities and construction work such as construction of buildings, highways, roads and bridges purchase, sell, develop take in exchange or on lease, hire or otherwise acquire, whether for investment or sale, or working the same or real or personal estate including lands, business, building, factories, mills, houses, firm houses, cottage, ships, depots, warehouses, machinery, plant, stock in trade, mineral rights, concessions, privileges, licenses, easement or interest in or with respect to any property; To erect, construct, build, water proofing, sewage, demolish, fabricate, execute, carry out, improve, work, develop and enlarge, rebuild, repair, maintenance, administer, manage or control in India or abroad- on any land or immovable property of the firm or upon any other land or immovable property in any capacity and conveniences of all, kinds; To deal with trading of construction equipment and hiring of vehicle for logistics and construction purposes by accepting investment, joint venture etc.

To carry on the business infrastructure developments, liasioning, leasing, developing, renting and etc. of agricultural, residential, commercial, industrial land and etc. related activities".

# 6) Capital Contribution

That the total capital of the firm shall be Rs.15, 00,000/-(Fifteen Lakhs), contributed by the partner as Rs.5, 10,000/-(Five Lakh Ten Thousand) by the 1st party, Rs. 4,95,000/-(Four Lakh Ninety Five Thousand) by the 2nd party and Rs. 4,95,000/-(Four Lakh Ninety Five Thousand) by the 3rd party. The capital of the firm may be increased or reduced from time to time according to the needs of the business by mutual consent of the partners. The partners may bring such further capital as the partners may unanimously decide from time to time.

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7) Managing Partners ওঁ ভূঁ ৱা আহ্বিয়া ODISHA Party to the First part of deed Mr. Amaresh Parida is the managing partner.

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# 8) Working Partners

Party to the all part of the deed are the Working partners.

# 9) Remuneration to partners

Remuneration to all partners shall be provided as per section 40(b) of The Income Tax Act 1961.

# 10) Bank operations

Accounts shall be opened and operated in any nationalized & private bank in the name of the firm and such bank account will be operated by First Part & Third Part (Amaresh Parida & Kalpana Kumari Dei) of the deed jointly.

#### 11) Accounts and Profit and Loss Sharing Ratio

Proper books of accounts shall be maintained in the ordinary course of business and the same shall be closed once a year as on 31st March to ascertain the net profit or loss of the firm for that financial year. The net profit or loss of the firm so arrived at shall be divided between the partners in 34:33:33 ratio, respectively.

# 12) Audit of Accounts

The accounts of the firm will be audited by an accountant as defined in the Indian Partnership Act 1932" or by the Chartered Accountant appointed for that purpose.



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#### 13) Duration Of partnership

The partnership shall be at WILL. Any partner desiring to retire from the firm shall do so by giving one month's prior notice in writing with registered post along with acknowledgement due. Death or retirement of a partner shall not have the effect of dissolving the firm and the remaining partners shall be entitled to carry on the business of the firm with the addition of one or more new partner/s.

#### 14) Admission of new partner

No new partner shall be admitted to the firm except with the written consent of the other partners. However in the case of a nominee of a deceased partner the other partners shall be bound to admit such nominee as a partner of the firm.

#### 15) Appointment of Nominee

Any partner shall have the right to nominate in writing any other individual, being related to him or her, as a spouse, son or daughter, to succeed such partner in the firm, in the event of death of such partner and the other partners shall admit such nominee as a partner to fully succeed to the partnership interest of such deceased partners.

#### 16) Borrowing Powers

The firm shall borrow funds from banks, financial institutions and other private parties for the purpose of the business of the firm only with the unanimous consent of all the partners in writing and all the documents relating to same shall be signed either by all the partners or by any one or more partner/s duly authorized in this behalf by all the partners. No partner shall have the right to borrow funds in the name of the firm without the written consent of the other partners.



Manas kumar Pal.

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#### 17) Stipulations

No individual partner of the firm shall without the consent in writing of the other partners be entitled to:-

- Admit any liability in a suit or proceeding s AGINST THE FIRM.
- Compromise or relinquish any claim or portion of claim due to the firm.
- Transfer immovable property belonging to the firm.
- Take lease or acquire an immovable property on behalf of the firm.
- Appoint any employee in or dismiss any employee of the firm.
- Operate bank account on behalf of the firm in his own name
- Have dealings or give credit on behalf of the firm to any person or business house with whom any other partner has decided not to deal with and entrust.
- Withdraw a suit or proceeding filed on behalf of the firm.
- Assign, mortgage, or charge his share of interest in the firm wholly or in part to any outside party.

Any partner committing any breach of any of the foregoing stipulations shall indemnify the firm and or other partners from all losses and expenses incurred by the firm and or other partners in that respect.

#### 18) Arbitration

All disputes between the partners relating to the business and the other affairs of the firm shall be settled by arbitration, in accordance to the provisions of the Indian Arbitration Act, 1940 in the jurisdiction of Bhubaneswar.



Amaresh Parida

Manay kumar Pal.

Kalpana Ky Dei

Notary of Advocate
Govt. of Odisha
Bhubaneswar-14
Regd. No.-76/2012
Ph:-9437089246

# 19) Application of Indian Partnership Act 1932.

Except to the extent mentioned above in this deed to the contrary, all the other provisions of the Indian Partnership Act 1932, shall be applicable to the firm.

IN WITNESS WHERE OF, the parties hereto affix their signatures to this deed on the day, month and year, herein above first mentioned.

#### WITNESSES

1. Arshwanya Nayak S10 - Anup Kuman Nayak Flat INO -102, Sai Frankel Enclave, Palasuni, Rasulganh, Odisha - 451010. Amoreth Parida SIGNETURE OF THE FIRST PARTY

2. Subham ku Sahu S/o-Chatusbhuja Sahu Rasulgarth, Bhubaneswar. Odisha, 7510/0 Manas kumar Pal. SIGNETURE OF THE SECOND PARTY

3. Sibananda Martha

Slo-Bhaskar chandra Majhi

Flot No:- 102, Sa; Prasad

Englave > Pajasani , Rasujanh

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Kalpana Ky Der SIGNETURE OF THE THIRD PARTY

Muralidhar Sahu Motary of Advocate Santa of Odisha Megde Mare 14 Bt. 2890 884-14