

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 SATYAM SIVAM DEVELOPER** has been entered in the Register of Firms as No. **1120201900849** of 2019.

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

DR. SMITA MOHANTY  
Registrar of Firms, Odisha

No **1120201900849**/ Regn. , Dated, Cuttack, the 04/Jul/2019  
Forwarded to : SHUBRANSU PANIGRAHI C/O : M/S SATYAM SIVAM  
DEVELOPER AT- AT-GIRI ROAD, NEAR SHANTI KUND, PS-TOWN POLICE  
STATION, BERHAMPUR , Pin - 760005, Dist - GANJAM, State - ODISHA.  
With reference to his/her letter No **1120190700206** dated, the  
04/Jul/2019

Registrar of Firms, Odisha

Digitally signed by MOHANTY  
Date: 2019.09.12 17:17:05  
+05:30



K 168919

**PARTNERSHIP DEED**

This Deed of Establishes a Partnership is made On 15<sup>th</sup> Day of February 2019 Between the Following Parties:

**Sri Shubransu Panigrahi**, Aged About 35 Yrs ,S/O- Late Bhagaban Panigrahi, Residing At Saradhabali Housing Complex, Qr No 30, 3<sup>rd</sup> Lane, Khodasing, Berhampur-760010. By Caste Brahmin, By Profession Business. Under B.N.Pur Police Station, Berhampur Tahasil, District- Ganjam.

And

**Sri Roshon Kumar Palo**, Aged About 32 Yrs, S/O- Murali Palo, Residing At Kharavela Nagar 3<sup>rd</sup> Lane. Near Jyoti Nagar Square, Berhampur-760001, By Caste Baniya. By Profession Business, Under Berhampur Sadar Police Station, Kukudakhandi Tahasil, District- Ganjam.

Herein after called all are the partners, which expression shall include theirs heirs and successors.

The Deed Contains... 6... Pages  
n-2-01-16-2-2019  
NOTARY

Roshan Kumar Palo

Identified by  
Advocate 2119

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE  
HUNDRED RUPEES



भारत INDIA  
INDIA NON JUDICIAL



उड़ीशा ODISHA

K 168920

The undersigned parties hereby agree to the following provisions as conditions of the Partnership:

The Partnership will be named "SATYAM SIVAM DEVELOPER" for the purpose of shall to work as plotting, housing and civil construction work of private, we will conduct all business and having our office at Giri Road, Near Shanti kund, Berhampur-760005, under Berhampur Town police station, Berhampur tahasil, district-Ganjam.

Partnership will commence on the date listed above, and will end such as death of one or more partners etc.

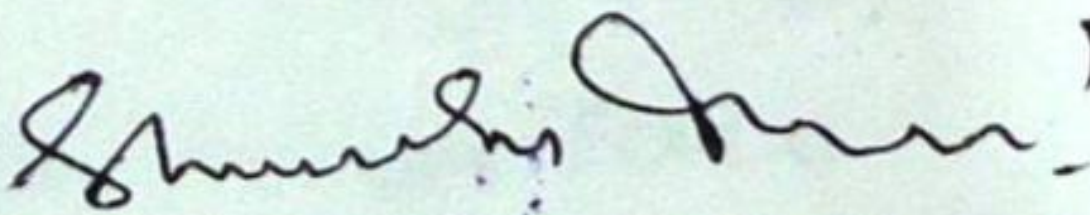
Each Partner will contribute original capital of Rs. 500000/- (FIVE LAKH) only.

NATURE & OBJECT OF BUSINESS.

- That the partnership shall to work as civil construction work of govt. & Private.
- That the partnership firm also to supply the house construction goods, Like cement, iron, rod, send, bricks, tile & marbles etc. and appointing agents on commission basis and the new business will be added time to time by the resolution of partners as per law.

MANAGING PARTNER:

Mr. Shubransu Panigrahi shall be the managing partner of the Firm and is hereby authorized by all the Partners to negotiate, enter into agreement and shall look after day to day affairs, financial aspects and accounts including receiving money from

  
Roshan Kumar Palo

buyer and passing receipts for the same on behalf of the firm to perform day to day affairs of the Firm and to do all the acts, deeds and things or such other tasks as deemed fit by him on behalf of the Firm and in the beneficial interest of the Firm. All other Partners shall be working/sleeping Partners in the Firm, and shall not be concerned or responsible for carrying out the business of the firm. It is further agreed by all the partners that Mr. Shubransu Panigrahi, managing partner of the Firm shall be solely responsible for all actions of the Firm and no other partner shall be liable for the same irrespective of any proceedings that may be filed by any third party against the Firm or its partners.

### MUTUAL BENEFITS:

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

### PROFIT SHARING RATIO:

The profits and loss of the firm of each year shall be ascertained on 31st day of March. The profit or loss for each of partners as hereunder according to their capital investment or their mutual convenience irrespective of amount of capital investment. Each partner shall contribute and entitle to profits and loss equal proportionate to entire capitals of the partnership firm invested from time to time.

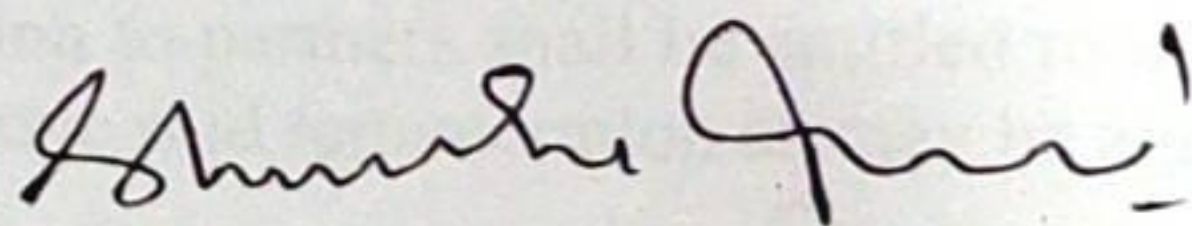
### CAPITAL:

There shall be no fixed capital of the partnership business, the required capital shall be contributed by the partners he according to their profit sharing ratio. The capital contribution/profit accrual 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 account period. Such interest shall be calculated and credited to account of 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.

The partners are entitled to get interest @12% per annum on the capital invested.

The capital investment and all the important decisions shall be put in a Cash/Account Book.

The initial capital of the partnership shall be Rs.10, 000/- (Rupees Ten Thousand Only) each partner shall be subscribed by the partners of the firm in equal ratio.



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## MANAGEMENT:

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

Place of business anywhere in addition to this as may be required from time to time.

## BANK ACCOUNT:

The Partner shall open a Bank Account in the name of Reconstituted firm name with any schedule Bank by all the partners. The said account shall be operated by single/jointly on behalf of the partnership Firm as per the income Tax Act 1961.

## AUTHORISED SIGNATORY:

The Bank Account shall be operated by single/ jointly of the partnership firm. It will be changed as per business demanded by the resolutions of the partners as per Law.

## BOOKS OF ACCOUNTS:

The book of accounts along with all necessary papers pertaining to the partnership shall be maintained by the parties hereto and kept at the principal place business. The book of accounts shall be close in every 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.

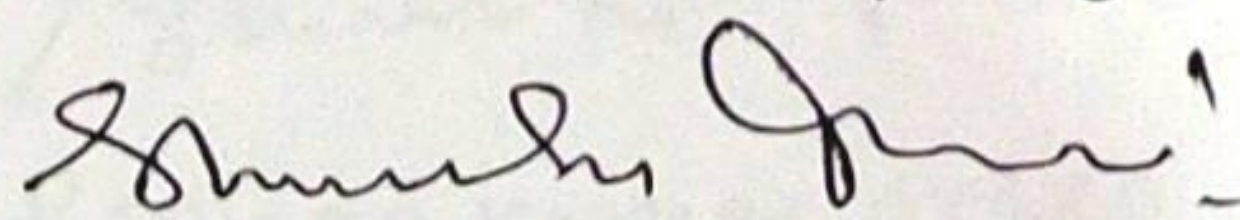
## LOANS & BORROWALS:

The partners may rise loans/accepts deposit from Bank, Financial institutes or private parties to provide funds for the business of the partners under the signature of all the partners. The partners and the firm shall not be responsible for loans raised by partners in their individual capacity and use.

## REMUNEATIONS:

For the service rendered the working partners shall be entitled for the remuneration and to share equal by all the partners to the deed for and amount of Rs7,000/- 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 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 shall be entitled to increase or reduce the mode of calculating the above said remuneration as may be agreed by them time to time.

  
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## ANNUAL ACCOUNTS:

The book of accounts of the partnership shall be closed to arrive profit and losses account once a year on 31<sup>st</sup> March of every year.

## 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 accrued or otherwise eventually throughout the year.

## ADMISSION OF PARTNERS:

On the mutual consent of all the partners may admit new partners with all the existing partners as on date of such admission.

## INDEMNITY:

That all the partners shall indemnify the firm for any loss occurred or arise to their will full negligence.

## RETIREMENT:

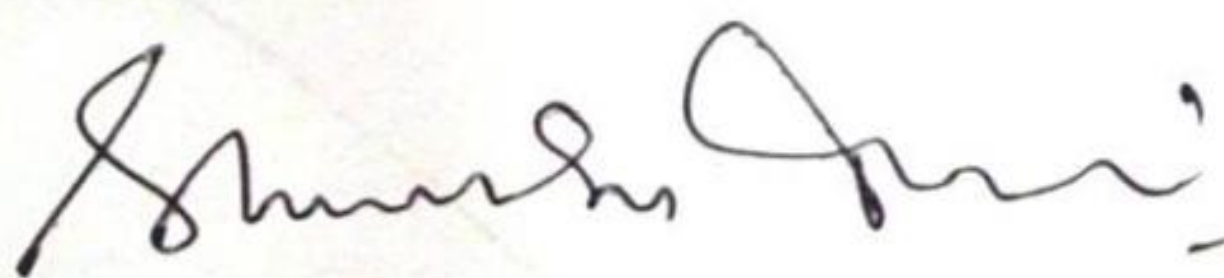
A partner can retire from the partnership business by giving at least three month notice to the other partners in writing. The retiring partner shall be paid the amount standing to his credit with in from the date of his notice of retirement. If the amount is not paid within three months interst@18%P.A shall be allowed on the credit balance. Under any circumstance the amount along with interest shall be settler within nine months from the date of notice of retirement.

## ARBITRATION:

In case 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 all the partners or their legal representative or representatives for adjudication and the decision of such arbitrator shall be final and binding on all the partners and their legal representatives.

## AMENDMENT:

The clauses of this deed shall be subject to amendment, Deletion and additions by the consent of all the partners.

  
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**RESOLUTIONS BOOK:**

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



**APPLICATION OF PARTNERSHIP ACT:**

That matter relating to which noting spelt out in these presents, provisions of Indian partnership act 1932 shall be applicable.

**DISSOLUTIONS:**

That it as specifically agreed by and between the partners herein that the firm shall not be dissolved in the event of death/insolvent of any one of the partners, but shall continue with the existing partner. However no legal representatives or heir of the deceased partner shall be admitted in to partnership firm and shall interfere in the management or affairs of the partnership firm without leave of rest of partner.

That only those legal representatives or heirs. Who would be duly nominated as per the will (Subject to verification or authenticity/validity of said document) of the deceased partner shall be entitled of inspect the account books and voucher in support thereof for the purpose of ascertaining his/her share therein and the profits accruing/due thereon. Such duly nominated legal representatives or heirs shall not, however be liable for any loss incurred after demise of the partner leaving any will or nomination. legal heirs of the said partners would be entitled to receive the due of the said partners as may be payable to him on the 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 of partner (s) from the Firms. The partnership shall not be dissolved but shall continue with remaining partners.

IN WITNESS whereof the parties have set their hand on this 15<sup>th</sup> Day of February 2019.

*[Signature]*  
ROSHAN KUMAR PATEL  
PARTNER'S

Witness with Their Address:

1. PRATIMA PANDYRAHI  
w/o - ✓ BHABHAN PANDYRAHI  
BAM. (Gm.)
2. Rama Chandra Mishra  
S/o - Gopinath Mishra  
Chiknada.

**SIGNATURE ATTESTED**

*[Signature]*  
16-2-2019  
Purna Chandra Patnaik  
NOTARY, Berhampur (Gm.)

*Being identified by Sri M.K. Nayak  
Advocate, Bhubaneswar  
attested.*

*[Signature]*  
16-2-2019  
Sri Purna Chandra Patnaik  
NOTARY, Berhampur (Gm.)

Identified by  
*[Signature]*  
Advocate AT 2119