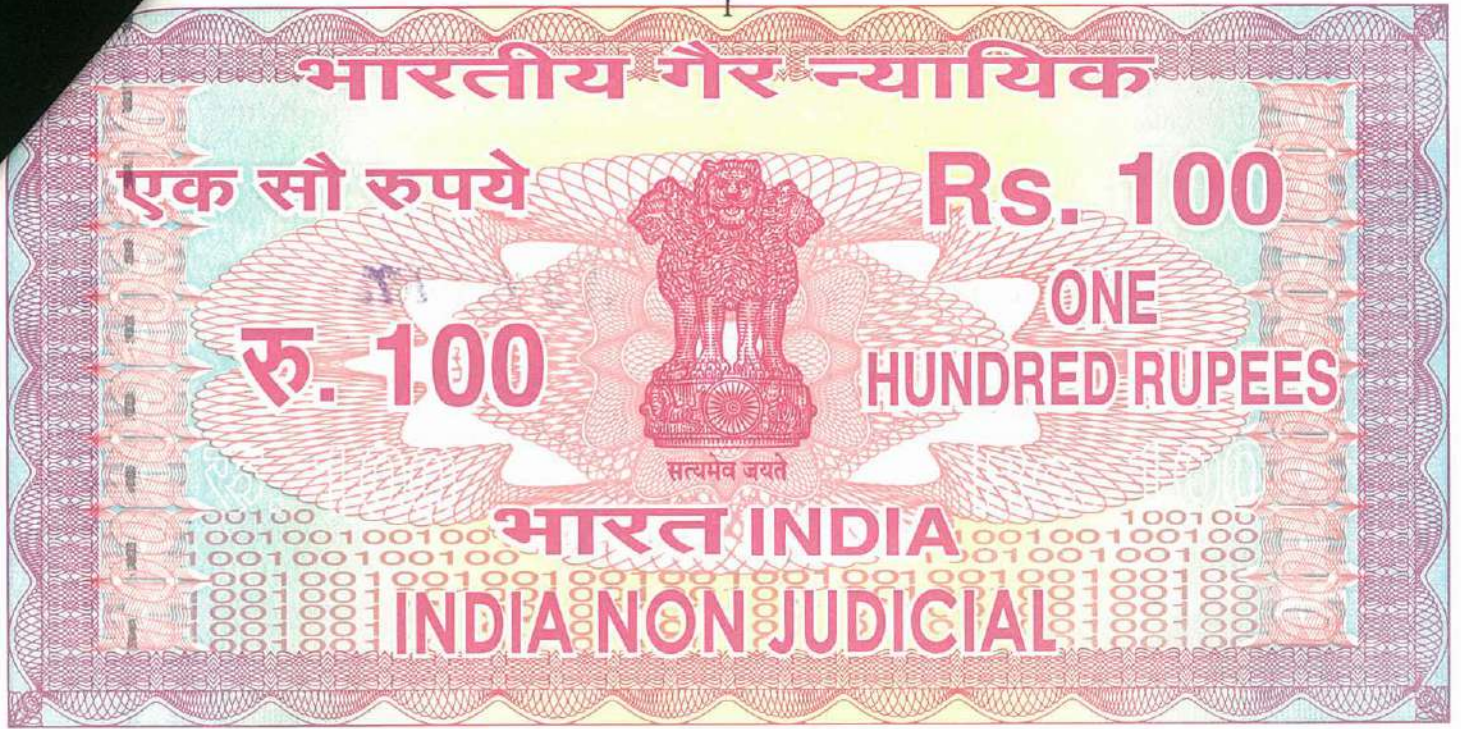


RSLC

1



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AF 913666



SINHA REALTECH

Sagar Boraik

Partner

DEED OF PARTNERSHIP

THIS INDENTURE OF PARTNERSHIP is made on this the 25th day of May, Two Thousand Twenty Two (2022)

BETWEEN

PADMA DAS
NOTARY
Regn. No. 13771/18
C.M.M's Court
Kolkata-700 001

02 JUN 2022

SINHA REALTECH

Aniruddha Sinha
Partner

নং 5930- 1000- 10 MAY 2022

শ্রী/শ্রীমতী Anirudha Sinha

২২৫/১, Green Park, Block-

'A, Laketown
Kolkata-700055

পোস্ট অফিস
জেলা-পশ্চিম মেদিনীপুর
রাজ্য-পশ্চিমবঙ্গ



PRASANTA KUMAR PAI
Stamp Vendor
Dantan A.D.S.R. Office

সিদ্ধান্ত

সিদ্ধান্ত

भारतीय गैर न्यायिक

पचास

रुपये

₹.50

भारत



INDIA

FIFTY
RUPEES

Rs.50

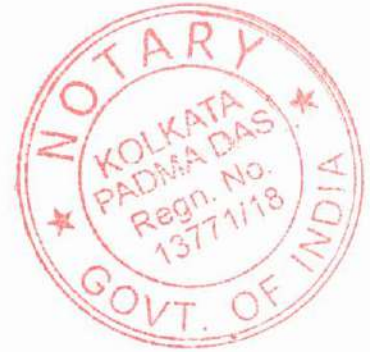
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 357450

SINHA REALTECH

Aniruddha Sinha
Partner



SINHA REALTECH
Sagar Borkut
Partner

ANIRUDDHA SINHA (having PAN : CEFPS 4136C, Aadhaar No. 7987 7514 2691, Mob : 8820258743), son of Sri Ashutosh Sinha, presently residing at 225/1, Green Park, Block-'A', Lake Town, P.S. Lake Town, Kolkata- 700055, District- North 24 Parganas and permanent resident of 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue, P.O. Paschim Putiary, P.S. Haridevpur (previously P.S. Thakurpukur), Kolkata – 700 041, by occupation- Business, by faith – Hindu, by Nationality Indian, by faith Hindu, by occupation- Business, by Nationality- Indian, hereinafter called and referred to as the **FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives, nominees and assigns) of the **FIRST PART**.

PADMA DAS
NOTARY
Regn. No. 13771/18
C.M.M's Court
Kolkata-700 001

02 JUN 2022

25 APR 2022

নং 2877 টা 5১৭ ডং

শ্রী/শ্রীমতী Aniruddha Sinha

ঘাট 225/1, Green Park, Block-A, Lakshatoh

পোস্টাফিস থানা
জেলা-পশ্চিম মেদিনীপুর
রাজ্য-পশ্চিমবঙ্গ

KA-70055

PRASANTA KUMAR PAI
Stamp Vendor
Dantan A.D.S.R. Office

SINHA HEALTECH

১৯৬৭

১৯৬৭

Faint, mirrored text from the reverse side of the page, likely bleed-through from another document.



- AND -

SAGAR BANIK (having PAN : COSPB0490R, Aadhaar No. 8972 2311 3072, Mob. 7980877754) Son of Sankar Banik, residing at 250/1, East Kodalia, P.O. New Barrackpur, P.S. New Barackpur, District- North 24 Parganas, West Bengal- PIN- 700131, by occupations – Business, by faith Hindu, by Nationality- Indian, hereinafter called and referred to as the **SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives, nominees and assigns) of the **SECOND PART**.

WHEREAS both the parties hereto have entered into this agreement for carrying on business in partnership of each other as aforesaid and hereby they produce in writing the terms and conditions as agreed by and between them and which recorded hereinafter.

NOW THIS INDENTURE WITNESSETH THAT :

1. The **name and style** of the firm shall be **SINHA REALTECH**, or such other name as the partners may select mutually from time to time and if they so desire and feel beneficial convert this partnership business into Limited/Private Limited Company.
2. The Principal/Head **office** of the said partnership shall at Holding No. **130/1, now 146, Sitala Tala Road (Main Road East), Kolkata- 700131, P.S. New Barrackpur, District North 24 Parganas** and its Branch office shall be at 225/1, Green Park, Block-‘A’, Lake Town, P.S. Lake Town, Kolkata- 700055, District- North 24 Parganas and the parties to these presents may shift the principal office and/or open branches as may be mutually decided by them.
3. The main **object** of the partnership shall be that of dealing of business of all kinds of **Development of land and/or Construction of building** and /or otherwise and also to deal in other business as the aforesaid parties may decided mutually from time to time.
4. The partnership shall come in force with **effect from** the date of signing and executing of these presents **i.e. 25/05/2022** and shall continue and remain in force till the same is discontinued and/or terminate by the present partners and/or their successor or successors and/or otherwise.

SINHA REALTECH

Sagar Banik Aniruddha Sinha
Partner

PADMA DAS
NOTARY
Regn. No. 13771/18
C.M.M's Court
Kolkata-700 001

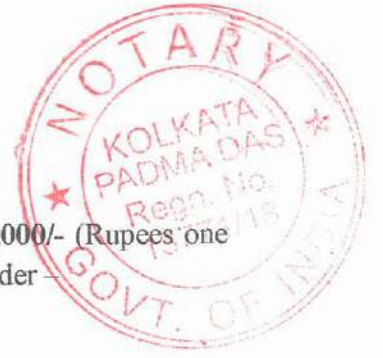
02 JUN 2022

SINHA REALTECH

Aniruddha Sinha
Partner

SINHA REALTECH

Sagar Banik
Partner



5. The **initial capital** of the partnership shall be **total Rs. 1,30,00,000/-** (Rupees one crore thirty lakhs) only, which will be contributed by the partners as under –

- | | | | |
|----|------------------------|----|------------------------|
| a) | ANIRUDDHA SINHA | .. | Rs. 70,00,000/- |
| b) | SAGAR BANIK | .. | Rs. 60,00,000/- |

and further capital may be contributed by the partners as they may feel necessary for proper conduct of their business by way of contribution of the said increased amount of the capital in the aforesaid percentage and/or in such percentage and/or manner they may be mutually agreed by and between the partners may also raise funds by way of loans and/or advanced from outside and/or by the giving loans and/or to the partners hereinafter referred to as the business on such terms and rate of interest as may be fair, reasonable and decided by the partners mutually.

6. The **profits and losses** of their business shall be as under –
- | | | | |
|----|------------------------|----|------------|
| a) | ANIRUDDHA SINHA | .. | 70% |
| b) | SAGAR BANIK | .. | 30% |

after charging of interest on capital @ Rs. 12% per annum. And commercial reserved and this ratio shall continue till such time the partners do not alter or change the same. Further investment will needs in future, both the parties will invest their capital/investment at the initial investment ratio.

7. The partners may open one or more **accounts** with one or more banks in the name of said firm as they mutually decided from time to time and the same shall be **open** in the name of said Partnership Firm with **joint signatures** of said two partners and **operate** by **ANIRUDDHA SINHA** as **Managing Partner** and close the said Account by said two partners namely **Aniruddha Sinha & Sagar Banik**.

8. For the purpose of Signature, execute, registration of any Deeds or any documents relating to any agreement for sale, Development Agreement, Development Power of Attorney, Supplementary Agreements, Deed of Conveyances/Sale, loan documentary papers or any other related documents or papers, the said First and Second Partners **Aniruddha Sinha & Sagar Banik** will do the same, but in absence of Second Partner **Sagar Banik**, the First Partner namely **Aniruddha Sinha** will do the same singly on behalf of the said Firm.

9. The said Second Partner **SAGAR BANIK** will look after and control all the affairs of 'Books of Accounts' in the said firm for greater interest of the firm.

PADMA DAS
NOTARY
 Regd. No. 13771/18
 C.M.M's Court
 Kolkata-700 001

02 JUN 2022



10. The First Partner shall be entitled to get a sum of **Rs. 35,000/- (Rupees thirty five thousand)** only per month as his **salary** and the **Second Partner shall be entitled get a sum of Rs. 15,000/- (Rupees fifteen thousand only)** per month his salary which may be increased from time to time as agreed and decided by both the partners as permissible under the ceiling of Section 40(B) (iv) of the Income Tax Act.1961 and the yearly remuneration payable to each of the parties shall be calculated according to the percentage of the Book Profit for each accounting year. **After completion of each project**, both the parties will take **their profits** (as 70:30 ratio respectively) after calculation of their business profit for their project.

11. **Tax Deduction :**

That in view of the Section 194E of the Income Tax Amendment 1987, the partnership firm shall arrange to deduct tax while paying salary/remuneration/commission and interest to partners if their respective income exceed the prescribed limit of exemption.

12. The partners shall maintain proper **books of accounts** as provided for the law therein shall be recorded all the particulars of all matters and transaction relating to their business and the said book of accounts and all papers, securities deeds, documents and other things belonging to and/or Governing to their business shall kept at the aforesaid principal office or at any other place or places as may be agreed by the partners and each of the partners shall have free access to the aforesaid papers, records and documents during the working hours however any or both the partners may inspect them and takes extracts thereof only after giving a two days notice in advance to other partners.

13. The **accounting year** of their business shall be from **1st day of April to 31st day of March, each year.**

14. The parties to these presents have agreed that for the time the first and second parties to these presents shall **manage** and run day to day affairs of their business.

15. All employees, peons, durwans, clerks, technical supervisors, administrative and/or otherwise including the all workmen and/or otherwise contractors or otherwise shall be **employed** hired or retained and/or replaced by way of resignation and/or termination with the consent of the aforesaid two parties who have expressly been authorities to manage the affairs of this business.

PADMA DAS
NOTARY
Regn. No. 1377/18
C.M.M's Court
Kolkata-700 001

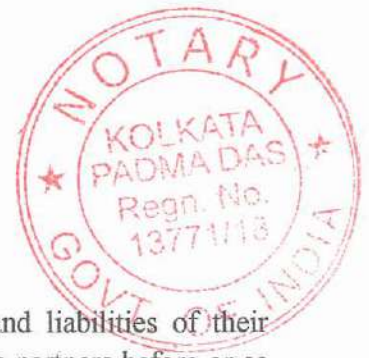
02 JUN 2022

SINHA REALTECH

Aniruddha Sinha
Partner

SINHA REALTECH

Sagar Basak
Partner



16. In case of the **dissolution** of their business, the assets and liabilities of their business shall be distributed shall enjoyed and/or borne by both the partners before or as the case may be at the time of the dissolution.

17. The partnership may be **terminated** by any of the partner by giving 90 (ninety) days advance notice in writing to another partner or in any other manner which may be agreed by and between the partners.

18. Upon the **death** of any of the partners to these presents their business shall not stand dissolved but the share of the deceased partner including his profits and loss, assets and liabilities will be carried by another alive and may continue this business as Sole Proprietor Firm and/or by including any new partner as Partnership Firm, but first preference will be legal heirs of the respective partners as the alive partner shall think fit and proper.

19. In case of the **retirement** of any partner the retiring partner must give 3 (three) months notice in writing to another partner of his intention and/or receiving the said notice the other partner shall square up the accounts of such retiring partner up to the date of his retirement and pay his dues if any including his share in the capital within a period of 6(six) months from the date of his retirement.

20. In any partner may be declared **insolvent** in future during the currency of the partnership and court competent to do so the partnership shall not dissolved shall be deemed to have compulsorily recited from the partnership from the date of such dissolution shall be deemed to have compulsory retired from the date of such order as aforesaid and his dues and/or liabilities shall be determined and settled in terms of the order of the court which may pass any order in this respect and in such event the terms and conditions of these presents shall not be binding and prevailing or having any bearing whatsoever over and above the order or the court of competent jurisdiction.

21. In case of any **dispute** and/or differences of opinion among both or any of the partners with regard to the purport meaning and scope of this documents and/or in regard to the conduct and operation of their business and/or otherwise the same shall be referred to any renowned advocate or Arbitrator who shall be binding and final on both the partners to these presents in terms of the Arbitration Act. 1940.

22. Save as otherwise provided to this deed, the provisions of the Indian Partnership Act. Which are not in consistent with the provisions contained herein shall **apply** to the partnership.

PADMA DAS
NOTARY
Regn. No. 13771/18
C M M's Court
Kolkata-700 001

02 JUN 2022

SINHA REALTECH

Anwesha Sinha
Partner

SINHA REALTECH

Sagar Basak
Partner



23. All or any of the aforesaid **terms and conditions** may be varied altered amended or substituted modified and/or further terms and conditions may be added by mutual consent of the partners.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

Signed and Delivered by both the parties at
Kolkata, In presence of Witnesses-

1. *Sankar Basak*
58 NI Road KOL-131.

SINHA REALTECH

Anirudh Sinha
Partner

SIGNATURE OF THE FIRST PARTNER

2. *Neelam Kaur*
Shanti Nagar Business

SINHA REALTECH

Sagar Basak
Partner

SIGNATURE OF THE SECOND PARTNER

Prepared by me :

(As per instructions of both the parties)

(SHAIKH SELIM ALI)

Advocate

Enrol. No. : F/1131/978/2016

Judges' Court, Barasat, 24 Parganas (N)

PADMA DAS
NOTARY
Regn. No. 13771/18
C.M.M.'s Court
Kolkata-700 001

ATTESTED
[Signature]
PADMA DAS
NOTARY
Regn. No. 13771/18
C.M.M.'s Court
Kolkata-700001

02 JUN 2022

INSTRUMENT "A" dated day of

02 JUN 2022

with

Notarial Certificate

Dated day of



In the matter of :

Notarial Certificate

Padma Das

NOTARY PUBLIC

Regd. No. 13771/18

C.M.M's Court Compound

2 & 3, Bankshall Street,

Kolkata - 700 001

Mob. : 9836464931

