Sl. No. 60/22

Padma Das

Notary, Govt. of India
Kolkata

Professional Address :
C.M.M's Court Compound
2 & 3, Bankshall Street,
Kolkata - 700 001

Notarial Certificate

(Pursuant to Section 8 of The Notaries act, 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Padma Das dully authorised by the Central Government to practice as a NOTARY, do hereby ~~verify~~, authenticate, Certify, attest as under the execution of the instrument annexed here to collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me. According to that this is to certify, authenticate and attest that the annexed instrument "A" is the Partnership Between Aniruddha Sinha and owner of respondent Same —

PRIMA FACIE the annexed instrument "A" appears to be in the USUAL procedure to serve and avail as needs or occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHEREOF being required of a NOTARY, I, the said notary do hereunder subscribe my hand and affix my seal of office at Calcutta on this the.....day of.....
in the year of Christ..... 02 JUN 2022
in the year of Christ.....

02/06/22

Notarial Stamp

NOTARY KOLKATA PADMA DAS Regd. No. 13771/18 NOTARIAL NOTARIAL

Padma Das

Notary, Govt. of India
Regd. No. 13771/18
C.M.M's Court Compound
2 & 3, Bankshall Street,
Kolkata - 700 001

RSK

(c)

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL AF 913666

NOTARY KOLKATA PADMA DAS Regn. No. 13771/18 GOVT. OF INDIA

SINHA REALTECH Partner

SINHA REALTECH 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

নং 5130 টা 100/- তং 10 MAY 2022

শ্রী/শ্রীমতী Anirudha Sinha

গ্রাম 225/1, Green Park, Block-'A', Lake town Kol-700055 পোঃ থানা

জেলা-পশ্চিম মেদিনীপুর

রাজ্য-পশ্চিমবঙ্গ

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

भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

AC 357450

NOTARY KOLKATA PADMA DAS Regn. No. 13771/18 GOVT. OF INDIA

SINHA REALTECH

Partner

SINHA REALTECH

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 50/- তং

শ্রী/শ্রীমতী Anirudha Sinha

গ্রাম 225/1, Green Park, Block-A, Lake Town Kol-700055 পোঃ থানা

জেলা-পশ্চিম মেদিনীপুর

রাজ্য-পশ্চিমবঙ্গ

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

NOTARY KOLKATA PADMA DAS Regn. No. 13771/18 GOVT. OF INDIA

- 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 Barakckpur, 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.

SINHA REALTECH Partner

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.

SINHA REALTECH Partner

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 discontinue and/or terminate by the present partners and/or their successor or successors and/or otherwise.

SINHA REALTECH Partner

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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.

SINHA REALTECH Aniruddha Sinha Partner

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.

SINHA REALTECH Sagar Banik Partner

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.

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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.

SINHA REALTECH
Partner

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 3lst 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.

SINHA REALTECH
Partner

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.

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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.

SINHA REALTECH Anirban Sinha Partner

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.

SINHA REALTECH Sagar Basak Partner

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.

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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 Bosik
58 N1 Road K01-131.

2. Neetu Kour
Shantinagar Burnpur

SINHA REALTECH
Partner

SIGNATURE OF THE FIRST PARTNER

SINHA REALTECH
Sagar Bosik
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)

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

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

02 JUN 2022

INSTRUMENT "A" dated ..... day of

.....

with

Notarial Certificate

Dated ..... day of .....

02 JUN 2022

NOTARY
KOLKATA
PADMA DAS
Regn. No.
13771/18
GOVT. OF INDIA

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