NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act, 1952)

TO ALL MEN THESE PRESENTS SHALL COME I SANDIP KUMAR DEY Advocate & notary, practicing as a NOTARY in the Alipore Judge's court within the District of SOUTH 24 PARGANAS of the Govt. of India within the Union of India do hereby declare that the paper writings collectively marked "A" annexed here to herein after called the "Paper Writings "A" are presented before me by the executant (s)

hereinafter referred to as the " executant (s)" on this the 29th day of Jan. Two Thousand

The executant (s) having admitted the executive of the "Paper Writings A in respective hand (s) in the presence of the witness(s) who has such subscribe (s) signature (s) thereon and being satisfied as to the identy to the executant (s) and the side executant (s) and the said execution of the "Paper Writing "A" and testify that the side execution is in the respective hand (s) of the executant (s).

AN ACT WHEREOF Being requested of a Notary, I have granted THESE PRESENT as my NOTARIAL CERTIFICATE to serve and avail as and occasion shall or any require.

> IN FAITH AND TESTIMONY WHEREOF I, SANDIP KUMAR DEY the said Notary, have hereinto set an subscribed my Alipore Judges' Court Compound Kolkata-27 in the District of South 24-Parganas on this the

day of

S. N. 2105 of 2002

Alipore Judges' Court Diet. South 24 Paigaras





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DEED OF PARTNERSHIP

MY SEAL) THIS DEED OF PARTNERSHIP made this the 24TH day of Normal, 2019 BETWEEN KALYAN KUMAR PAUL, son of Rakhal Chandra Paul, having PAN - AFSPPO696J, by faith:

Hindu, by nationality: Indian, by occupation : Business,

residing at 92, Purna Mitra Place, Police Station : Charu

Mal. Salman Khan

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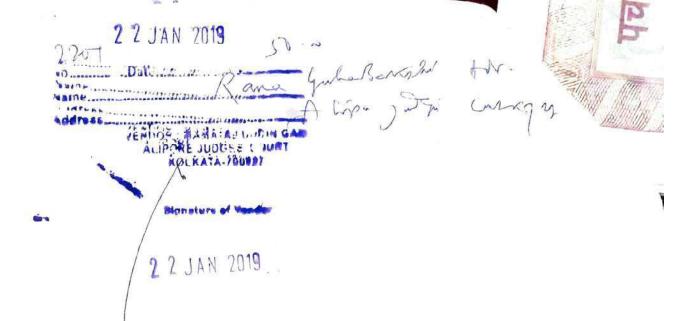


Market, Kolkata: 700033 hereinafter called the **PARTNER OF THE FIRST PART** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors administrators, representatives and assigns) of the **FIRST PARTY**.

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Md. Salman Khan

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AND



MOHAMMAD SALMAN KHAN (PAN - BWAPK5449J), son of Mohammad Mohasin Khan, by faith: Muslim, by nationality: Indian, by occupation: Business, residing at 209, D.P.S. Road, Tollygunge, Police Station: Charu Market, Kolkata: 700033, hereinafter called the PARTNER OF THE SECOND

PART (which expression shall unless excluded by or

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repugnant to the context be deemed to mean and include his heirs, executors administrators, representatives and assigns) of the SECOND PARTY

WHEREAS the Parties herein have intended to start the job of Contractor & General Order Suppliers, Business of Engineering, House Building, Promotion and other business activities related thereto under the name and style of M/S.

SUNSHINE, having its business place at 35A Purna Chandra Mitra Lane, Ward No.89, Police Station- Charu Market. Kolkata – 700033. That to avoid any future disputes and differences between the parties herein, the parties have thought it advisable to enter into a written instrument and the parties herein having mutually agreed and proposal THIS DEED OF PARTNERSHIP is entered into between the parties on the following terms and conditions:

MY SEAL

 The parties hereto become the Partners of M/S. SUNSHINE subject to the terms hereunder contained and/or any modification in its Constitution or terms in future.

That the business of the Partnership Firm shall be the job of Contractor & General Order Suppliers.

Business of Engineering, House Building, Promotion and other business activities related thereto and the

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said business shall be carried on under the name and style of **M/S. SUNSHINE** at its business place at 35, Purna Chandra Mitra Lane, Police Station Charu Market, Kolkata – 700033, within the Municipal Limits of The Kolkata Municipal Corporation under its Ward No.89, which however can be removed to any other place and places convenient to the parties.

That the initial Capital of the business shall be Rs.5,00,000/- (Rupees Five Lacs) only.



5.

That the partners and their survivors will remain partners in the business from the date of these presents and as long as it would be continued.



That the business of the Partnership shall continue at the will of the partners and there is bar or limit of the business and it may continue as long as possible or may dissolve and the will of the partners in case of dissolution of partnership the valuation of the assets and liabilities of the firm shall be assessed and all debts and liabilities of the business shall be paid first counfrom the assets and the balance of the assets shall be distributed amongst the partners in proportion to the

share of the partners.

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6. That the business of the firm at present shall be carried on at its place of business i.e.35, Purna Chandra Mitra Lane, Ward No.89, Police Station-Charu Market, Kolkata – 700033 within the Municipal Limits of The Kolkata Municipal Corporation under its Ward No.89 and the place of

business may be changed at the option of the

7. That the profit and loss of the Partnership Business (including the loss of Capital) shall be divided between and borne by the partners as per percentage

a follows :-

partners.

Party of the First Part 30% (Kalyan Kumar Paul)

Party of the Second Part 70% (Md. Salman Khan)

However percentage of profit & loss sharing ratio will be vary project to project basis between the partners as per investment of capital done by the partners in this partnership business.

All outgoing and expenses of the firm shall be paid out of the gross profit of the business and thereafter from the capital of the business and in case of further deficiency the partners will pay in equal share.

The Bankers of the firm shall be of any nationalized Bank or such other Bank or Banks as the partners

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shall from time to time agree upon and all moneys, cheques and other securities belonging to the firm, except those required for current expenses shall be paid into or deposited with the said Bank.

That all cheques to be issued by the firm, shall be signed by the two partners of the firm. That all documents, papers, letters, declaration, affidavits, challans, vouchers, way bills and any bills which shall be required for the purpose of the business shall be signed by the two Partners or their authorized person to avoid any misunderstanding between the partners.



11. That any partner may draw any amount as salary from the business of the firm, keeping in view the share in partnership of the partners.

12. That the partners in the firm shall take part diligently in the business of the firm for its day to day work and also for the welfare and benefit of the firm at the papacity of same post of the firm.

hoat the decision regarding business policy of the firm and also day to day affairs relating to or in

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connection with management, maintenance of the firm appointment of the employees, borrowing of money for the purpose of business of the firm and all other matters directly or indirectly involving for the interest of the partnership business be taken all and if any emergency any decision has to be taken by both the partners for the interest of the partnership business, such decision shall have to be approved by the both partners.

The partners shall punctually pay and discharge their separate debts and liabilities and shall indemnify and keep indemnified the firm and other partners effectually against the same.



15.

14.



The proper books of accounts shall kept by the partners and entries made therein of all such transaction and things as are usually entered in Books of Accounts. The Books of Accounts may be kept or maintained by the partners or any person or persons who has knowledge of accountancy to maintain the books of accounts. The said books of accounts and all papers and documents relating to Su-2105 1 2002 the firm shall kept at its place of business and shall

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partners or his agent who shall be entitled to take extracts and copies of the same. After preparation of the books of accounts and final Accounts the partners of the firm or their authorized agent shall sign each of the pages of the Final Accounts and after signature of the parties the accounts of the previous year shall deemed to be concluded, unless some manifest error or mistake shall appear therein and be notified to the other partners immediately signing of such accounts, in such cases the error shall be rectified.

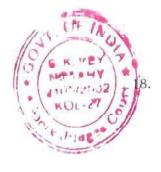


MY SEAL) On the 31st day of March and on that day of every succeeding year during the continuance of the partnership a General Accounts of the previous year shall be taken and adjust valuation of all assets and liabilities of the firm and such general accounts or balance sheet shall be audited by such registered Accountant as the partners shall from time to time mutually appoint. All profile and loss shall be divided in the ratio as stated above, subject to make a reserve fund to meet emergent expenses of the partnership firm.

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The accounting year of the firm shall be the 1st April and shall be ended on 31st March i.e. the General Accounting year and P & L A/c. shall be prepared for the previous year of the General accounting year.



17.

The partners have mutually decided that the partners shall take their profit or bear loss in the business after making a Reserve fund for the business and the net profit shall be determined after making such provision. The partners shall take the share of net profit of the previous General accounting years. That unless any emergency, the partners shall not draw or withdraw any amount during the continuance of the accounting year or before making the final Accounts.



 That none of the partners shall sell assign, pledge, mortgage or hypothecate or otherwise part with his

share or interest in the business or knowingly or

willfully do commit or permit any act matter or things

whereby or by means whereof the said partnership

share money effected or the interest therein shall be

seized, attached or taken in execution or prejudicially

effected.

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In case of death of any of the partners his legal heir / heirs shall be taken as partner/ partners of the firm in place of deceased partner or valuation of the partnership business shall be taken and the heir /

heirs of the deceased partner shall be paid the

business assets of the deceased partner then found to

exist in the business.

The retirement or death or insolvency of any partner shall not have the effect of dissolving the partnership if the surviving partners then willing to continue the business of the partnership by admitting new partner or continue with the business as sole proprietorship in that event the share of such retiring or deceased

That the partners, by their mutual consent may induct or admit a new partner or partners in the said partnership firm under the same terms and conditions, subject to the better interest of the

partner shall be given by the existing one.

artnership firm.

All dispute and differences in between he partners and/or their legal representatives shall be referred to

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20.





22.

Arbitration, two Arbitrators to be appointed by the partners and the decision of the majority of the Arbitrators shall binding the partners.

24.



That no provision for drawing (except emergency or net profits) or salary of the partners has been provided in this constitution but partners in future think fit to make provision for drawing as salary in that event a resolution or constitution may be taken by the partners.

That if any of the above terms may be varied, altered 25.



or added to all other matters for which no provision is made in these presents, shall be decided by the Partners unanimously, and every decision and adopted resolution shall be recorded in the minute book for future reference.

All the matters for which no provision is made in this deed may be decided by both the partners mutually as

stated in the Indian Partnership Act.

Md Salman than

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IN WITNESSES WHEREOF the PARTNERS hereto put their respective hands and seals on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

WITNESSES:

1. SUMIT GHOSH 35, P.M. PLACE KOL- TONCOS (MM) Same.

PARTNER OF THE FIRST PARTY

Md. Salman Chan

PARTNER OF THE SECOND PARTY

2. Md Albram Khan 200 D.PS.Rd

Drafted by :

Advocate

Alipore Judges' Courts, Kolkata – 700 027

Computer Print by:

Soma Glassal.

SRI RAM COMPUTER
Alipore Judges' Court,
Kolkata – 700 027

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