

Serial No. 8/17

# NOTARIAL CERTIFICATE



To ALL MEN THESE PRESENTS SHALL COME I, **MADHUMITA KUNDU** PRACTISING as **NOTARY PUBLIC, GOVT. OF INDIA** in the small causes court, Calcutta, The State of West Bengal, Within the Union of India, do hereby declare that the paper Writings collectively marked "A" annexed hereto, hereinafter called the "PAPER WRITINGS A" are presented before me by the executant(s).

Enclosed herewith a/an Partnership Deed

Made by and between the parties as Tirtha Biswas

g. S. S. / 10, Sat Chasi Para Road, Kankulda 2  
A. S. S. / 10, Sat Chasi Para Road, Kankulda 2  
g. S. S. / 10, Sat Chasi Para Road, Kankulda 2

as mentioned in this paper.

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

14 JUL 2017

The executant(s) having admitted the execution of the "PAPER WRITINGS A" in respective hand(s) in the presence of the witnesses who as such subscribe(s) signature(s) hereon and being satisfied as to the identity of the executant(s) and the said execution of the "PAPER WRITINGS A" and satisfy that the said execution is in the respective hand(s) of the executant(s).

IN WITNESS WHEREOF being required of a NOTARY, I have granted these presents as my NOTARIAL OFFICE SEAL to serve and avail as need and occasion shall or my require.



IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office small causes Court at Calcutta on this..... days of..... Two Thousand.....

14 JUL 2017

## MADHUMITA KUNDU

M.A., B.Ed, LLB. ADVOCATE & NOTARY  
GOVT. OF INDIA

Regd. No. 596/95  
For ARB/ CRE

14/7/2017

Tirtha Biswas

Partner

Partner

SERIAL NO 8777

भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

V 295056

ANNEXURE 'A'



Partnership Deed

THIS INDENTURE OF PARTNERSHIP DEED made this 12<sup>th</sup> day of July, Two Thousand Seventeen (2017) BETWEEN 1. SRI TIRTHA BISWAS, (Pan No. AGRP9383J) son of Late Asit Biswas, by faith - Hindu, by occupation - Business, residing at 54/10, Satchasi Para Road, Cossipore, Kolkata - 700 002 and 2. SRI SHYAMAL BISWAS, (Pan No. AJAPB2835P) son of Late Asit Biswas, by faith - Hindu, by

Contd..2

For ARBI CREATION

*Tirtha Biswas*

Partner

Partner

*Shyamal Biswas*

*Tirtha Biswas*

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 281884

ANNEXURE 'A'



(2)

occupation - Business, residing at 54/10, Satchasi Para Road, Cossipore  
Kolkata - 700 002 of the "TWO PARTNERS" (which terms and  
expression unless by or repugnant to the context shall be deemed to mean  
and include their legal heirs, executors, legal representatives and assign).

*8*  
**WHEREAS** the partners herein of the all partners formerly been  
carrying on a partnership business under the name and style of "MS.  
ARBI CREATION" under the terms condition and shares are embodied  
in the deed of partnership as follows:-

Contd... 3

For ARBI CREATION  
Mistha Biswas  
Partner

Partner

Mistha Biswas  
Mistha Biswas

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

V 281883

पश्चिम बंगाल WEST BENGAL

ANNEXURE 'A'



(3)

AND WHEREAS the all partners are the joint partners had been carrying on business under the name and style of "M/S. ARBI CREATION" at 28, Ramlal Banerjee Road, P.S. Baranagar, Kolkata - 700 036.

NOW THIS INDENTURE WITNESSETH that the parties of the firm are willing to combined their labor, skill and financial resources for carrying on a partnership business for mutual benefits and in presence

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For ARBI CREATION

*Madhita Biswas*

Partner

Partner

*Madhita Biswas*

*Madhita Biswas*

ANNEXURE 'A'



(4)

of the said desire they have formed themselves into a partnership business on the terms and conditions mutually agreed upon) The name and style of the partnership firm shall remain and continued as "MS. ARBI CREATION" at 28, Ramlal Banerjee Road, P.S. Baranagar, Kolkata - 700 036, the firm's nature of the said business of promoting of new or old buildings and also development of land by way of construction of multi-storied building together with all types of civil construction works and also general order suppliers as commission agent, the partners shall have the option to any new line of business or venture both intend and overseas to open and close branch or branches. Purchasing center or centers and agencies as to be agreed up by the partners herein.

- a) That proper books of accounts shall be maintained by the partnership firm and the said books of accounts shall be closed on the of 31<sup>st</sup> March of each year according to the English calendar year and trading, profit and loss a/c. and balance sheet shall be drawn-up accordingly.
- b) That the firm and the business hereunder shall be formed operated and run under the names and of "MS. ARBI CREATION" at 28, Ramlal Banerjee Road, P.S. Baranagar, Kolkata - 700 036.
- c) This partnership shall be carried at 28, Ramlal Banerjee Road, P.S. Baranagar, Kolkata - 700 036.
- d) This partnership shall be deemed to have commenced on the 12<sup>th</sup> July 2017 and shall be continued unless determined with mutual consent of the partners.
- e) The credit balance in the account of the partner of the said firm shall be treated as their contributed capital. The partners shall

Madhumita Kundu

Rajita Banerjee

For ARBI CREATION

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Rajita Banerjee  
Partner

Partner

ANNEXURE 'A'



(5)

contribute but shall render their best services for carrying out as well as for the improvement of the partnership firm.

f) All out going and expenses of the partnership firm interest or loan and all losses shall be payable first out of the profit next out of capital and in the case of further deficiency of the partners according to the respective share.

g) CAPITAL:

That both the partners shall contribute a sum of RS. 200000/- (Rupees Two lakhs) as initial capital in the business of the firm. If at any time besides the capital contribution by the partners aforesaid firm requires any capital for running the business, the same may be raised by further capital contribution by the partners, or by taking loans from any nationalized bank or banks or foreign bank or banks or from private parties after paying prevailing rate of interest.

h) That if necessary the partners rendering active services to the business of the firm may be drawn salaries, commissions, bonus etc. At the rate or rates which do the partners mutually decided.

i) The net profit and loss of the partnership firm shall belong to the partners in following share

1. SRI TIRTHA BISWAS

50.00%

2. SRI SHYAMAL BISWAS

50.00%

j) ROLE OF THE PARTNERS:

Each partner shall devote full time attention to the affairs of the firm. The activities of the firm shall be collectively carried out by the partners and each partner shall not leave no stone unturned in solving the problems/risks/hindrances that the firm may be exposed to in course of its business.

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For ARBI CREATION

*Sri Tirtha Biswas*

Partner

Partner

*Shyamal Biswas*

*Sri Tirtha Biswas*

ANNEXURE 'A'

(6)



k) REMUNERATION TO THE PARTNERS :

To ensure better balance of economy in running the business more efficiently and proficiently the partners herein do hereby resolve to get from the firm the yearly remuneration in the manner following :

(a) INTEREST ON CAPITAL :

That the Firm shall pay interest @12% per annum or such rate as may be permissible by law from time to time to partners to these presents on the amount of effectively capital standing in the name of each partner.

(b) SALARY AND BONUS

That the two working partners of the firm Sri Tirtha Biswas and Sri Shyamal Biswas shall be entitled to a monthly salary of RS. 10000/- (Rupees Ten Thousand) each regardless of the profits or losses of the firm in any financial year.

(c) COMMISSION :

That over and above salary stipulated in (B) above the two working partners shall be entitled to a commission based on calculation as a specified percentage of book profit in the manner following :

- |  |     |
|--|-----|
| 1) On the first of Rs. 300000/- of the book profit | 10% |
| 2) On the balance of the book profit               | 60% |

(c) ALLOCATION OF COMMISSION :

That the resultant commission in © above shall be divided and allocated among the working partners as under:

- |                       |     |
|-----------------------|-----|
| 1) Sri Tirtha Biswas  | 50% |
| 2) Sri Shyamal Biswas | 50% |

*Shyamal Biswas*

*Tirtha Biswas*

For ARBI CREATION

Contd..7

*Tirtha Biswas*  
Partner

Partner

ANNEXURE 'A'



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(D) DIVISION OF PROFIT OR LOSSES :

That the ultimate profit or losses of this partnership business shall be divided and allocated among the partners to these presents as follows :

- |                       |     |
|-----------------------|-----|
| 1) Sri Tirtha Biswas  | 50% |
| 2) Sri Shyamal Biswas | 50% |

That the accounting year of this business shall be according to the financial year i.e commencing from 1<sup>st</sup> April to the last day of March of the subsequent year.

l) The partners shall keep proper books of accounts and the same shall be closed and adjusted on last day of March in English calendar year.

k) Each partner shall be :-

- Just and faithful to the other in all transactions relating to the partnership.
- At all time give the other a just and faithful account of the same and also upon every reasonable request furnish a full and current explanation thereof to the other.
- All the above two partners can deposit capital of business separately in separate manner of the said business of which the profit of the Business should be calculated the ratio of said depositing capital amount separately accordingly. Which are jointly decided / agreed by the above two partners.

m) Neither partners shall without the consent of the other release or compound any debt owing to the firm or diminish security to the firm without receiving the full amount thereof or deliver goods belonging to or otherwise give credit on behalf of the firm

*Shyamal Biswas*

*Tirtha Biswas*

Contd...B

For ARBI CREATION

*Tirtha Biswas*

Partner

Partner



ANNEXURE



(6)

otherwise than in the usual course of the business of the firm or make himself liable as bail or surety for any person or make assignment, either absolute or by way or mortgage of declaration of trust of his share or interest in the or do or knowingly permit to be done anything whereby the property of the firm may be exposed to the danger of being seized, attached or taken in execute.

- n) In the case of dispute of matter may be settled amicably or be referred in to the arbitration.
- o) That in case the number of partners is required to increase the same shall be jointly decided by the above two partners and the decision of partner shall be final.
- p) That in the case of firm is winding up or goes into liquidation the liability of the partnership firm shall be share equally and/or proportionately by the both partners i.e. Sri Tirtha Biswas and Sri Shyamal Biswas.
- q) That the two partners jointly either or any partner can operate the schedule or non-Schedule bank account in the name of aforesaid partnership firm and the bank shall be introduce according and second partner never to claim for the same, which was jointly decided by said both partners.
- r) That the partners may apply and take loan from the bank whenever it is required in the interest of the aforesaid partnership business, which is jointly/individually, decided by the both partners.
- s) That the partners will have the right to change the existing addresses (Registered) of the partnership firm if it is so agreed upon by the both partners of the partnership firm.

*Shyamal Biswas*

*Tirtha Biswas*

*9*

Contd..9

For ARBI CREATION  
*Tirtha Biswas*  
 Partner  
 Partner

ANNEXURE 'A'



(9)

- c) This newly constituted firm takes the overall assets liability stock in trade benefit of the contract, import quota rights of the old property concern.
- u) The existing bank accounts shall be continued or belonging to the partnership firm till the same is changed new bank account be opened in any bank or banks and the same shall be operate any partner to individually / jointly operate accordingly.
- v) *Death of the partner*: - That upon death of the any partner of the partnership firm shall not be closed upon the death of any of the partners, then the existing/major partners decide/appoint one parson as a partner of the business.

**IN WITNESS WHEREOF** all the parties do hereby set and subscribe our respective hands to it this the day, month and year in the first above written.

Witnesses :-

- 1. Sankar Del.
- 36. Pan Lal Benerjee road  
Kol- 700036
- 2. Nitai poral
- 11 Jindar chandra ghosh lane  
Kol-700036

- 1. Nitai Biswas
- 2. Shyamal Biswas

Signature of the First to Two Partners

For ARBI CREATION

*Nitai Biswas*  
Partner  
Partner

MADHUMITA KUNDU  
NOTARY, GOVT. OF INDIA  
S. C. C. BAR ASSOCIATION  
243, KRAN SANKAR ROY ROAD  
CALCUTTA - 700 001

Drafted by *S. Basu*  
**Mr. Sourendranath Basu**  
(Advocate, High Court, Kolkata)

14 JUL 2017  
*[Signature]*

Verified & Authenticated by me