

Serial No : 09/2010



### NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME I, SRI BABLU KUMAR NASKAR, duly appointed by the Government of West Bengal as NOTARY and practising within the city of Kolkata, Union of Indian do hereby certify that the Paper Writings 'A' are



presented before me by the Executant (s),  
Deed of Partnership

Smt. Beauty Saha  
W/O. Sri Dipankar Saha  
at 15, Sree Pathy, P.O. Purna Putiary,  
P.S. Regent Park Kolkata-93

- AND -

Smt. Sumitra Biswas  
W/O. Sri Ashis Biswas  
at Shyama Prasad Pathy, P.O. Purna Putiary  
P.S. Regent Park, Kolkata-700093

who has/have been properly indentified hereinafter referred to as the Executant(s) this the 10 FEB 2010

THE EXECUTANT having admitted the Execution on the Paper Writings 'A' and being satisfied as to the Identity of the Executant(s), I have attested the Execution. 10 FEB

IN FAITH AND TESTIMONY WHERE OF, I SRI BABLU KUMAR NASKAR the said NOTARY have hereunto subscribed my name and of fixed my Seal of Office on this the 10 FEB 2010

*Babu*  
NOTARY



SRI BABLU KUMAR NASKAR  
Regn. No. 102/2007  
Alipore Police Court,  
Kolkata- 700 027  
Res- 3332497553  
Mob- 9830138209

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भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



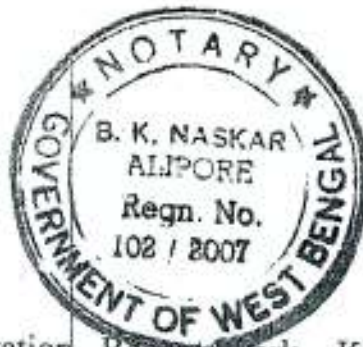
FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

G 901705



*Purba Putia*

*Susmita Biswas*

Purba Putiary, Police Station Regent Park, Kolkata 700 093 hereinafter called and referred to as the "FIRST PARTY/ FIRST PARTNER" ( which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND



SMT. SUSMITA BISWAS , Wife of Sri Ashis Biswas, by faith and by occupation- Business, residing at Shyama Prasad Pally, P.O. Purba Putiary, P.S. Regent Park, Kolkata 700 093, hereinafter



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Susmita Biswas

Purba Putiary, Police Station Regent Park, Kolkata 700 093 hereinafter called and referred to as the "FIRST PARTY/ FIRST PARTNER" ( which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND



SMT. SUSMITA BISWAS , Wife of Sri Ashis Biswas, by faith and by occupation- Business, residing at Shyama Prasad Pally, P.O. Purba Putiary, P.S. Regent Park, Kolkata 700 093, hereinafter



called and referred to as the "SECOND PART OF SECOND PARTNER" (which expression shall unless

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*Sumita Biswas*

excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the parties of the First part and Second part herein have decided to run and/or carry on business of General Order Suppliers & Civil Contractor, jointly in partnership under the name and style of "M/S. S.B. ENTERPRISE" in its principal place of business at C/o. Nemai Dhali, of Dhalipara, P.O. Purba Putiary, P.S. Regent Park, Kolkata 700 093, or any other place or places as the parties hereinafter have mutually agreed upon.

AND WHEREAS with a view to avoid future disputes and differences of opinion in between the First Partner and the Second Partner herein, they have mutually agreed to enter into this written indenture or agreement on the following terms and conditions :

NOW THIS INDENTURE WITNESSETH AND the parties hereinafter have mutually agreed and confirmed :-



that the name and style of the business shall be "M/S S.B. ENTERPRISE" in its principal place of business at at C/o. Nemai Dhali, of Dhalipara, P.O. Purba Putiary, P.S. Regent Park, Kolkata 700 093, or any other place or places as the parties hereinafter have mutually agreed upon.

10 FEB 2010





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Susmita Biswas

2. That the partnership business shall be deemed to have been commenced on and from the 1<sup>st</sup> day of February, 2010 shall be continued for unlimited period as the partners mutually agreed upon.

3. That the nature of the Partnership business shall be General Order supplier and Civil Contractor and for such other business or businesses as the partners may from time to time unanimously agree upon.

4. That the Capital of the partnership business shall be of Rs. 10,000/- (Rupees Ten thousand ) only as reflected in the Books of Account and which capital is invested by the partners by equal contribution and they will also exert their best skill and labour towards smooth running and better management of the said business . In case of requirement of further sum or sums for carrying on the said business or for expansion thereof the partners may arrange for the further capital by lending or borrowing the same from outside and/or to invest the same from their personal fund equally and/or by equal contribution.

5. That the share of net profit and loss of the said partnership shall be divided and be borne by the partners equally in the following manners :-

- a) The First Partner – Smt. Beauty Saha - 50%
- b) The Second partner – Smt. Susmita Biswas - 50%



The partnership business may open Bank Account or Accounts in the name of the Partnership business with any Schedule Bank or Banks and the same shall be operated jointly.

That the partners shall be entitled to draw an amount from the Partnership business for their personal expenses as they may



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require from time to time by mutual consent of each other and the such withdrawal will be adjusted with the share of profit .

8. That the partnership business shall maintain proper Books of Account and keep the same in the place of said business and the same shall not be removed without the mutual consent of the parties.

9. That the firm shall maintain accounts annually from 1st day of April to 31st day of March of every year and profit and loss account as well as Balance sheet will be prepared as on that date and the net profit and loss will be as per ratio in the above paragraph No (5) of the deed and be borne by the partners equally.

10. That the workings and the day to day affairs of the said partnership firm shall be conducted by the partners and submit return of Income or Sale Tax in time and appear before the office of the Income Tax authority and Sale Tax authority, Customs, Kolkata Municipal Corporation authority, Police Station, District Magistrate or any other offices or authorities where may be required and to do all such other acts and deeds as may be necessary to represent the firm business.

11. That none of the partners shall create any liability or liabilities against the said firm in their individual capacity.

12. That each partner shall be just and faithful to the other in all transactions relating to the partnership business of the firm.

13. That the partners by mutual consent and in the interest of the business of partnership may take a new partner or partners as may be agreed upon from time to time.



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14. That all partners shall attend diligently to the interest of the business and they will also exert their best skill and labour towards the smooth running and better functioning or management of the aforesaid business and for improvement thereof.

15. No partner shall without the consent of the other partner endorse any note or act as accommodation party or otherwise become surety for any person. No partner shall, on behalf of the partnership borrow or lend money or make or deliver or accept any commercial paper or execute any mortgage bond or release or purchase or sell or contract to sell any property of the partnership other than the type of goods bought and sold in the regular course of the business. No partner shall except without the consent of the other partner assign, mortgage or sell his share in the partnership or enter into any agreement as a result of which any person shall become interested in the partnership or do any act detrimental to the interest of the partnership or which would make it impossible to carry on the ordinary course of the business of the partnership.

16. That any of the partners may voluntarily retire from the partnership by submitting two months prior written notice of her such intention to the other. After acceptance of the said retirement notice by the remaining partner, a balance sheet shall be prepared and the remaining partner shall be bound to the share of the retiring partner according to the prepared balance-sheet. In case of losses in the balance-sheet the retiring partner shall also be liable for the same having equal liability.



That upon death or retirement from the partnership there shall be no claim of GOOD WILL of the retiring partner.

18. That the partners may take new partner in this partnership business if and when required on mutual consent of each other.



19. That in case of dispute or differences of opinion in running the partnership business, the partners may refer the same to the Arbitrators appointed by them for arbitration and the decision of the Arbitrators shall be governed as per provisions of Indian Arbitration Act.

20. The partnership shall be governed as per provisions of Indian Partnership Act.

IN WITNESSES WHEREOF the partners hereof have set and subscribed their respective hands and seals on the day month and year first above written.

WITNESSES:-

1. Dipankar Saha.  
Simpally P.S. Purbaputary,  
KOL - 700 93. P.S. Regent Park.

2. Ashis Biswas  
Shyama Prasad Pally,  
Purlea Putiary.  
KOL - 93  
P.S. Regent Park.

Benti Saha.  
15 no Green Pally. Kol - 93.  
P.S. Regent Park.

SIGNATURE OF THE FIRST PARTNER

Susmita Biswas.  
Shyama Prasad Pally,  
Purlea Putiary. KOL - 93  
P.S. Regent Park.

SIGNATURE OF THE SECOND PARTNER

Drafted by me  
Sanjit K. Saha.

Advocate  
Alipore Police Court  
Kolkata - 27

Typed by me:

(Panchu Das)

Alipore Police Court.

Signature of the Notary attested by me in identification

B. K. NASKAR

Notary, Alipore

Govt. of West Bengal, Rega. No. 108/2007

Alipore Police Court

Kolkata - 700027

Identified by me  
  
Advocate  
Alipore

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