

Sl. No. 66719



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AB 869630

### DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP  
Executed on 15<sup>th</sup> of AUGUST, 2019 at Asansol

RITA CONSTRUCTION

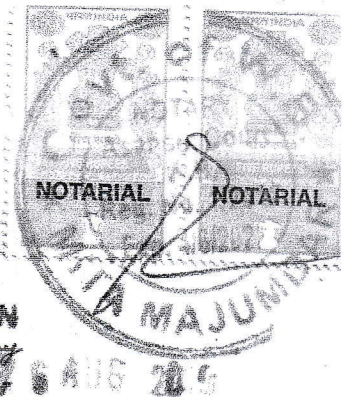
RITA CONSTRUCTION

BETWEEN

Subrata Bandyopadhyay

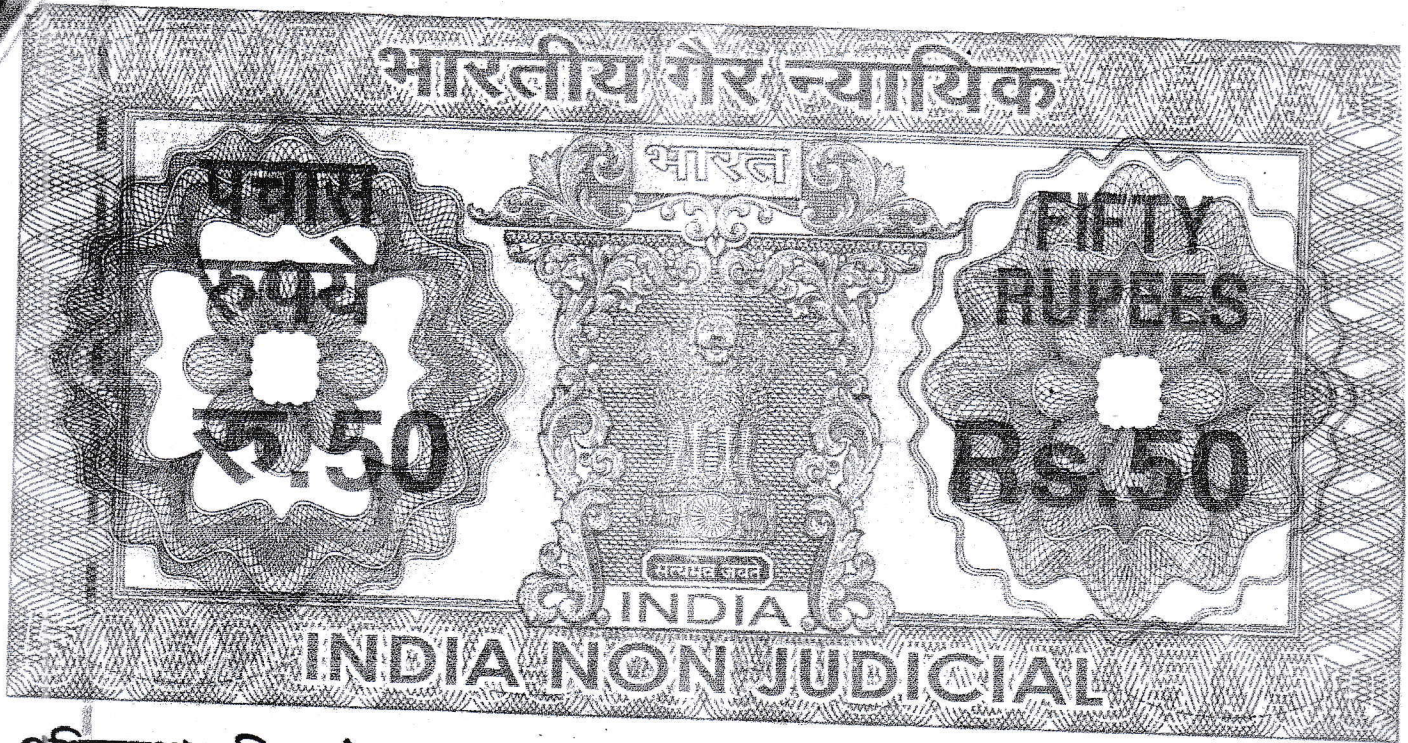
Partner

1. SRI SUBRATA BANDYOPADHYAY, S/o Late Hari Gopal Bandyopadhyay, aged about 60 years, by occupation Business, Resident of Krisha Rabindra Nagar, Asansol-713304, P.O- Asansol, P.S-Hirapur, Dist- Burdwan (Now Paschim Bardhaman) (W.B), herein known as FIRST PARTY of the FIRST PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns & agents); AND
2. SRI GOPAL AGARWAL, S/o Late Radheshyam Agarwal, aged about 54 years, by occupation Business, Resident of Priyadarshini Apartment , Burnpur Road, Asansol-713325, P. O- Radha Nagar Road, Burnpur, P.S.-Hirapur, Dist- Burdwan (Now Paschim Bardhaman) (W.B), herein known as SECOND PARTY of the SECOND PART (which expression shall deem and include his heirs, executors,



RITA CONSTRUCTION  
Subrata Bandyopadhyay  
Partner

RITA CONSTRUCTION  
Gopal Agarwal  
Partner



पश्चिम बंगाल WEST BENGAL

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WHEREAS, the parties hereto of the FIRST, SECOND PART agree to carry on the business of Land Developers, acquiring land, Promoting, Developing and construction of housing and other Scheme and selling these residential commercial etc. buildings and doing all activities allied and incidental to the above object under the name and style "RITA CONSTRUCTION" under the Deed of Partnership executed on 15<sup>TH</sup> AUGUST 2019.

THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. NAME OF THE FIRM:

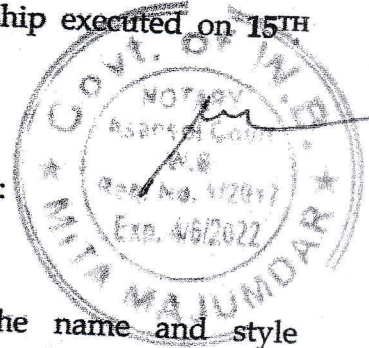
The business of the firm shall be continued in the name and style "RITA CONSTRUCTION".

2. COMMENCEMENT OF BUSINESS:

The Reconstituted partnership firm shall be deemed to have effect from 15<sup>TH</sup> AUGUST 2019.

3. PLACE OF BUSINESS:

The registered office of the firm shall be situated at ABHILASHA APARTMENT, RABINDRA NAGAR, ASANSOL-713304, P.O-ASANSOL, DIST- PASCHIM BARDHAMAN, WEST BENGAL and / or any other place or places as may be mutually agreed upon by and between the parties hereto from time to time



26 AUG 2019

Subscribed & Signed by  
Partners,  
RITA CONSTRUCTION

Prop. of Rita Construction  
Partners

4. **NATURE OF BUSINESS:**

The business of the firm shall be that of Land Developers, acquiring land, Promoting & Developing housing and other Scheme and selling these residential commercial etc. buildings, tenements, units, flats, bungalows and rights in any other type of property and doing all activities allied and Incidental to the above object and any other business/es that the partners may agree upon, from time to time.

5. **DURATION:**

The duration of the partnership shall be "AT WILL "

6. **CAPITAL:**

The fixed capital of the partnership shall be contributed by all the partners as mutually decided upon by the partners. Also further capital required for the purpose of business of the firm shall be contributed by the ALL the partners as mutually decided by them and the same amount shall be revalued in the books of accounts of the firm and the Balance Sheet of the firm.

7. **INTEREST ON PARTNERS' CAPITAL:**

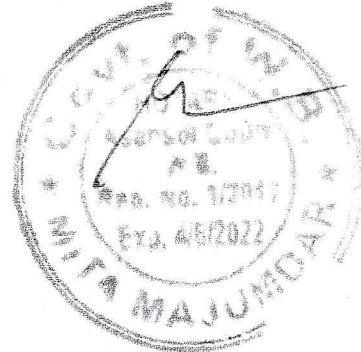
It is agreed by and between the partners that simple interest at the rate that will be agreed upon by all the partners not exceeding 12 % per annum, further subject to the rate prescribed under section 40 (b) of the Income Tax Act shall be payable by the partnership on the amount standing to the credit of Capital and/ or Current and/ or Loan Accounts of the partners. Interest at the same rate shall be payable by the partners on the debit balances in their capital and/or current and/or loan accounts if any.

8. **SALARY TO PARTNERS:**

All the partners have agreed to work in the partnership hereinafter referred to the "Working Partners ") shall devote their time and attention in the conduct of the affairs of the firm, as the circumstances and business needs may require. It is hereby agreed to that in consideration of the working partners devoting their time and attention to the business of partnership firm and working in the partnership they shall be entitled to draw remuneration. The total remuneration payable to the working partners shall be shared EQUALLY.

The total remuneration payable to the working partners shall be worked out as under:

| BASIS                                   | AMOUNT OF SALARY                                               |
|-----------------------------------------|----------------------------------------------------------------|
| On first Rs. 3,00,000 /- of Book Profit | @ 90 % of Book Profit or Rs.1,50,000/-,<br>Whichever is higher |



7 6 AUG 2019

7. **INTEREST ON PARTNERS' CAPITAL:**

7. **SALARY TO PARTNERS:**

## EXPLANATION:

For the purpose of this clause the expression " Book Profit " shall mean the Book Profits as defined in section 40 (b) of the Income Tax Act, 1961, or any

Statutory modification or re-enactment thereof, for the time being enforce. The remuneration payable to the working partner as above shall be credited to their accounts on ascertainment of Book Profits.

## 9. ACCOUNTING YEAR:

The accounting year of the firm will be from 1st April to 31st March of next year. That the partners shall keep or cause to be kept the books of account of the FIRM at the principal places of its business or such other place as may be decided from time to time and to make all entries there in, and that all such books of account kept shall be closed on 31<sup>st</sup> March every year or in the case of any necessity on any other date as the Partners may mutually decide.

## 10. SHARE IN PROFIT AND LOSSES:

The net profits and/or losses of the firm shall be shared by the partners as per schedule annexed follows:

| Sr. No. | Name of the partner       | Share in profits and losses (%) |
|---------|---------------------------|---------------------------------|
| 1       | Sri SUBRATA BANDYOPADHYAY | 50.00 %                         |
| 2       | Sri GOPAL AGARWAL         | 50.00%                          |

## 11. BANK ACCOUNT OPERATIONS:

The Banking account or accounts (existing or to be opened) in the name of the partnership firm in any Nationalized Bank/Private Bank shall be shall be opened and operated solely by the **BOTH PARTNER**. It is hereby agreed by the partners of the said firm that no other partner of the Said firm shall open or operate any Banking Account in any other Bank in the name of "RITA CONSTRUCTION". All the Cheques or any other instruments as well as other money received by or on behalf of the said firm shall be deposited or tendered before the said Bank to be operated by **BOTH PARTNER**

**12. SIGNING AUTHORITY:**

The partner may entered into any agreement on the behalf of the Firm i.e. "RITA CONSTRUCTION" and all deed, necessary document, legal compliance (at the time of registration) will be authenticated by the partners. For this purpose "**BOTH**" partner will sign the required documents.

**13. RETIREMENT:**

Any partner may retire from this partnership after giving THREE month's notice to the other party.

**14. CONTINUATION OF THE FIRM:**

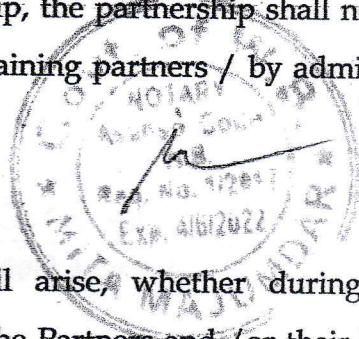
In the event of death, retirement, insolvency or bankruptcy or liquidation or winding up of a partner during the subsistence of the Partnership, the partnership shall not be dissolved. It shall continue to be carried on by the remaining partners / by admitting the new partner/s.

**15. ARBITRATION:**

All disputes and questions whatsoever, which shall arise, whether during the continuance of the Partnership or afterwards between the Partners and /or their heirs and /or the legal representatives and /or between any person (s) and any of the Partners, touching these presents and Deed of Partnership and/or as to any right of any individuals/Partners, or as to any matter relating in any way to Partnership of the affairs there of, the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act and no Partner shall be entitled to take recourse to the Court of Law without reference to arbitration.

**16. RIGHT IN GOODWILL:**

The retiring or deceased partner/s shall have right in the Goodwill of the firm. The



26 AUG 2015

RITA CONSTRUCTION  
Partner  
[Signature]

17. RESIDUAL CLAUSE:

Anything not provided herein, touching the partnership business shall be decided by the mutual consent of the partners and shall be governed by the provisions of the Indian Partnership Act, 1932.

IN WITNESS WHEREOF the said parties hereto have hereunder set their respective hands to this deed of partnership, the day and the year first hereinabove mentioned.

WITNESSES:

1. Krishna Banerjee  
W/o Subrata Bandyopadhyay  
Kolkata, Rabindranagar P.O. (Asansol).  
Dist - P. Bardhaman, W.B., Pin-713304.

2. Biman Roy Chowdhury  
Shakti Bisendra Roy Chowdhury  
of Surjanagar  
P.S. Harepur  
Dist - Paschim Burdwan.

RITA CONSTRUCTION

Subrata Bandyopadhyay  
Partner

RITA CONSTRUCTION

Gopal Agarwal  
Partner

IDENTIFIED BY ME  
AND SIGN IN MY PRESENCE

Subrata Bandyopadhyay  
ADVOCATE

Certified Authenticated attested this  
original instrument 'A' being executed  
admitted identified by the respective  
signatories before me.

Mitajeundar

MITA MAJUMDAR  
NOTARY Reg. No. 171017  
Asansol Court Govt. of W.B.

26 AUG 2019