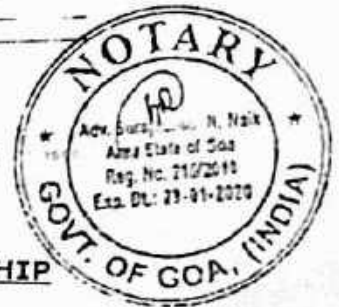




गोवा GOA

Place of Vendor, Panaji 12/3/18 474492
Name of Stamp Paper _____
Name of Purchaser _____
Residence _____ Name of Father _____
Purpose _____ Transacting Parties _____

Sign of Stamp Vendor _____
Signature of Vendor _____
No. ACIST/ENIT/19 _____



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made and executed on this 13th day of March, in the year Two Thousand and Eighteen

BETWEEN

(1) **SHRI BABAN DADASAHEB MOHITE**, major aged 44 years, having PAN No. [REDACTED] and Aadhar Card No. [REDACTED], Mobile No. 97693 46481 and E-Mail address at mohite18@yahoo.in, married, businessman, son of Shri Dadasaheb Krishna Mohite, having address at Kohinoor CHS, B-42, Room No. 9, Sector 8, Sanpada, Navi

P. Mohite

Naik

Mumbai 400 705 , hereinafter referred to as the **PARTY OF THE FIRST PART** (which expression shall mean and include his heirs , successors , executors , administrators and assigns) of the **FIRST PART** ;

(2) **MRS MAURA OLIVIA PEREIRA** , major aged 46 years , having PAN No. [REDACTED] and Aadhar Card No. [REDACTED] married , business , daughter of Mariano Joao Pereira , having Mobile No. 04224 50777 , residing at House No. 4/399 , Mangor Hill , Vasco-da-gama , Goa , hereinafter referred to as the **PARTY OF THE SECOND PART** (which expression shall mean and include her heirs , successors , executors , administrators and assigns) of the **SECOND PART**;

P. Gohil

BOTH ARE INDIAN NATIONALITY
WHEREAS the party of the **FIRST PART** and the party of the **SECOND PART** desire to carry on business in partnership in the name and style of **M/s FORTUNE DEVELOPER** .



AND WHEREAS after discussions the parties have agreed upon certain terms which the parties are desirous of recording in this Deed .

NOW THIS DEED WITNESSETH AS UNDER :

1. That the party of the **FIRST PART** and the party of the **SECOND PART** have desired to carry on business in partnership .
2. That the business to be carried out is in the name and style of **M/s FORTUNE DEVELOPER** .
3. That the business shall be commenced as from the execution hereof .



P. Gohil

P. Gohil

4. The Registered Office and principle place of business of the partnership shall be at House No. 4/399 , Mangor Hill Vasco-da-gama , Goa . 403 802 . The parties may at anytime decide upon any other Principal place of business .
5. The Partnership business shall be that of dealing in Real Estate , Development of properties , carrying out construction of Buildings , Apartments , taking construction jobs etc. The partners may carry out any other business that the partners may mutually decide.
6. The Partnership shall be AT WILL .
7. The Bank Account of the partnership shall be opened at any Bank/s as may be agreed upon by the Partners . The operation of the Bank Account shall be as may be decided by the partners and instructions to that effect shall be given by the partners to the Bank concerned .
8. That any partner may retire from the partnership on giving not less than 30 days prior notice in writing to the other party. At the expiry of the period of such notice, the partner giving such notice shall be deemed to have retired from the partnership.
9. Each partner shall at all times duly and punctually discharge his private and separate debts and engagement whether present or future and keep indemnified therefrom, and from demand in respect to the partnership property and the other partners and their estates, representatives and effects.
10. Each partner shall be true and just to each other in all their transactions and dealings and shall at all times during the continuance of the partnership diligently and faithfully employ



P. J. J. J.

Q. J. J.

themselves in the conduct and management of the said business and concerns of the partnership.

11. Proper books of accounts shall be maintained at the Principal place of business and shall be closed on 31st day of March of each and every year wherein shall be entered all the particulars concerning the partnership business. The said books of accounts together with letters, papers or writings concerning or belonging to the partnership shall be kept at the principal place of business of the partnership and each partner shall at all reasonable time have free access to and the right to inspect the same either by himself or by an agent duly authorised in that behalf.

12. The party of the **FIRST PART** shall be the Managing Partner and shall devote his time and energy to the affairs of the Partnership comprising of purchases , construction and Accounts , and shall stand authorised to do all acts , deeds and things deemed fit and proper by him and which may be in the beneficial interest of the firm . The party of the **SECOND PART** shall look after the Sales and Advertising .



P. Bhatia
@rtto

13. The party of the **FIRST PART** and the party of the **SECOND PART** have contributed in the partnership an amount of Rs. 50,000/- each. *Total initial capital introduced by the partners is Rs. 90,000/- (Rupees ninety thousand only) each 5,000/-*

14. The accounts of the partnership shall be made up every year soon after the close of accounting year and the profits and the losses shall be divided among the partners according to their share in profits and losses as provided in this Deed.



15. The partners may draw from time to time such amount as may be agreed upon between the partners , from the profits of the firm. The amounts so drawn shall be debited to the

P. Bhatia

@rtto

drawing account of the partners concerned and shall be adjusted against their account at the end of every year.

16. The net profits of the partnership business as per the accounts maintained by the partnership after deduction of all expenses relating to activities of the partnership as well as remuneration payable to the partners in accordance with this "Deed of Partnership" shall be divided and distributed among the partners in the following proportions :

SHRI BABAN DADASAHEB MOHITE

MRS. MAURA OLIVIA PEREIRA

17. The parties may by mutual consent change, modify, alter, add to, or delete the terms and conditions specified herein above.

18. The partners shall be entitled to interest on the monies invested as also to remuneration and commission as may be decided by the partners.

19. Retirement or Death shall not dissolve the partnership and the remaining partner shall pay the share of the retiring partner or the heirs of the deceased partner within 45 days after which interest shall be payable on the same @ 18 % per annum .

20. All the disputes and differences and question arising and of the partnership business or any dispute as to the performance of the clause of this deed including the interpretation of any of the clauses herein arising between the parties hereto and their heirs/ legal representatives shall as far as possible resolved by mutual discussions . In case the same is not possible then the aggrieved partner shall be entitled to



[Handwritten signature]

5 *[Handwritten signature]*

approach the Court to obtain an appropriate Order . It has however been clearly agreed and understood that no partner shall be entitled to paralyse the business of the firm except through an Order of the Court .

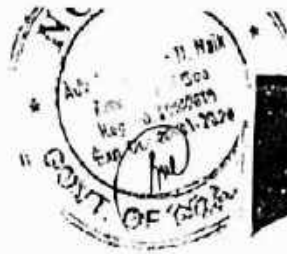
21. Any disputes or differences and questions arising in respect to the any of the clauses of this Deed including the interpretation of any of the clauses herein arising between the parties hereto and their heirs/ legal representatives shall as far as possible be resolved by mutual discussions . In case the same is not possible then the retired partner or the heirs/legal representatives of the deceased partner shall be entitled to approach the Court and obtain an appropriate Order . It has however been clearly agreed and understood that the retired partner or the heirs of the deceased partner shall not be entitled to paralyse the business of the firm except through an Order of the Court .

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands on the date aforementioned in the presence of the undersigned witnesses.



SIGNED & DELIVERED BY THE)
PARTY OF THE FIRST PART)
SHRI BABAN DADASAHEB)
MOHITE .)

B. Baban Dadasaheb Mohite



ML

SIGNED & DELIVERED BY THE)
PARTY OF THE SECOND PART)
MRS MAURA OLIVIA PEREIRA)

Maura

IN THE PRESENCE OF WITNESSES:

1

2

ML
Adv. Suraj Kumar N. N. Law,
NOTARY
State of Goa
36, Ground Floor, Apara Bazar Bldg.,
Vasco-da-Gama, Goa-407 802 -
Ph.: 9422110194, 9960366967

Date: 13/03/2018

Reg. No. 2842/2018

Executed before me
by Executed
which I attest.

