



गोवा GOA

Serial No. 7004 Place of Vendor, Panaji Date 24/5/18  
Value of Stamp Paper 500  
Name of Purchaser Shripad Siner adwelpar  
Residence \_\_\_\_\_ Name of Father mahe adwelpar  
Purpose \_\_\_\_\_ Transacting Parties

482476

Sign of Stamp Vendor  
M. Anita N. Karaparkar  
No AC/STP/VEN/747/99

Sign of Purchaser

**THIS DEED OF PARTNERSHIP** made at Panaji,  
Tiswadi - Goa, on this 28<sup>th</sup> day of May 2018

*[Handwritten signatures]*



गोवा GOA

Serial No. 7268 Place of Vendor, Panaji Date 24/5/18  
Value of Stamp Paper 500  
Name of Purchaser Shripad Suresh Sawalpekar  
Residence \_\_\_\_\_ Name of Father Madhus K. Sawalpekar  
Purpose \_\_\_\_\_ Transacting Parties \_\_\_\_\_

482480

Sign of Stamp Vendor  
Mangala N. Karapurkar  
License No AC/STP/VEN/747/99

Sign of Purchaser

BETWEEN

[Signature]  
[Signature]



गोवा GOA

Serial No. 7003 Place of Vendor, Panaji Date 24/5/18

482475

Value of Stamp Paper

Name of Purchaser

Residence Shripad Inai Name of Father Manesh Advanipal

Purpose

Parties

Sign of Stamp Vendor

Mangala N. Karapurkar

License No AC/STP/VEN/747/99

Sign of Purchaser



DEED OF PARTNERSHIP

*[Handwritten signatures]*



1) **MR. SHRIPAD SINAI ADWALPALKAR**, son of Mr. Mahesh Adwalpalkar, 31 years of age, married, businessman, holding Pan card bearing No. [REDACTED], Aadhaar Card bearing No. [REDACTED], Indian National, resident of "Indira" Horizon Residency, Dona Paula, Goa, hereinafter called **THE FIRST PARTY**

**AND**

2) **MR. VAMAN SUBRAI NADKARNI**, son of Mr. Subrai Taturai Nadkarni, 30 years of age, married, businessman, holding Pan card bearing No. [REDACTED], Aadhaar Card bearing No. [REDACTED], Indian National, resident of H.No.36/1, Shivkrupa, Chinchwada, Chimbél, Goa-403006, hereinafter called **THE SECOND PARTY**.

Each of the expression the First Party and the Second Party shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, successors, executors, administrators, and assigns of each of the party.

**WHEREAS** the First Party and the Second Party are desirous of forming themselves into a partnership firm in the name and style of "**STALWART REALTY**", to carry on the business of construction, hotels, restaurant etc.

**AND WHEREAS** the parties hereto are desirous of reducing it to writing the terms and conditions of the said partnership in order to avoid any doubts, disputes or ambiguities thereabout in future.

*[Handwritten signatures]*



**NOW THIS DEED OF PARTNERSHIP WITNESSES  
AS UNDER:**

**NAME AND STYLE**

1. That the name and style of the Partnership Firm shall be "**STALWART REALTY**".

**COMMENCEMENT**

2. That the Partnership Firm shall commence from the date of registration of this deed of Partnership and the duration of the partnership shall be "AT WILL" determined by the previous notice of 30 days in writing by any party to this deed to the other partner of his intention on his behalf.

**NATURE OF BUSINESS**

3. The partnership business shall be the business of construction, hotels, restaurant etc. or such other business as the parties hereto may decide from time to time.

**ADMINISTRATIVE OFFICE**

4. The administrative office of the firm shall be in Office at 5<sup>th</sup>, 6<sup>th</sup> floor, Smith Vandan Building, Above IndusInd bank, Nr. Taj vivanta, St. Inez, Panaji- Goa, or any other place the partners may decide.

**PLACE OF BUSINESS**

5. The principal place of business of the firm shall be in Office No. 5<sup>th</sup>, 6<sup>th</sup> floor, Smith Vandan



Building, Above IndusInd bank, Nr. Taj vivanta,  
St.Inez, Panaji- Goa or any other place as the  
partners may decide from time to time.

#### **PARTNERS CAPITAL**

6. The capital of the firm shall be brought in by  
the partners in equal proportion.

#### **ACCOUNTING YEAR**

7. The accounting year of the firm shall be from  
1<sup>st</sup> April to 31<sup>st</sup> March every year, however, the  
accounting year for the first year shall be from 1<sup>st</sup>  
April 2018 to 31<sup>st</sup> March, 2019.

#### **BANKING ACCOUNT**

8. The partnership firm shall open bank account  
with any reputed bank and the account shall be  
operated by the First Party and the Second Party  
jointly.

#### **REMUNERATION TO PARTNERS**

9. The partners to this deed shall be working  
partners and shall actually engage themselves in  
and shall be responsible for carrying out the day to  
day functioning and shall devote their time and  
attention in the conduct of the affairs of the firm as  
the circumstances and business needs may require.

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





(a) In the first instance "Book Profits" as defined in Section 40(b) of Income Tax Act, 1961 and Explanation 3 thereto or any statutory notification reenactment thereof for the time being in force. (Book Profits as amended by Income Tax Act, 1961 from time to time.)

From the "Book Profits" so determined the total salary payable to the working partners shall be worked out as under:

(i) On the first	Rs.1,50,000/- or at
Rs.3,00,000/- or	the rate of 90%
In case of loss	of the book profits
	whichever is more;

(ii) On the balance at the rate of 60%  
of the book profits

(b) On having determined the total salary payable to working partners, the same shall be paid equally. Provided that in case any of the above two partners ceased to exist as a Partner during the course of the previous year he will be entitled to the salary on pro-rate basis for the period he was a partner, and the balance of the total salary remaining thereafter will be paid to the remaining working partners equally.

(c) The salary determined as above and payable to the partners will be credited to the accounts of the partners at the end of the accounting year.

(d) The partners shall be entitled to withdraw from time to time from their capital/current accounts as needed by them for the purpose of their expenses.

Handwritten signature and initials.

**PROFIT AND LOSS SHARING**

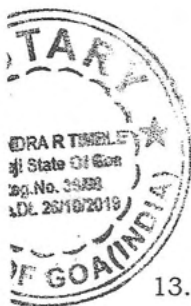
10. The profits and losses shall be borne by the partners equally.

**BOOKS OF ACCOUNT**

11. All the necessary and proper Books of Accounts shall be kept and maintained by the firm wherein shall be entered, assets belonging to or amount owing to or by the partnership or paid, received, sold or purchased in the course of partnership business. The said books of account, together with all letters, papers or writings, concerning or belonging to partnership shall be kept at the place of administrative office of the partnership and each partner shall, at all times, have free access to and the right to inspect and copy the same.

12. At the end of every accounting year, an account shall be taken of all the assets and liabilities and the profits and losses of partnership of that year and the same shall be entered in the Books of Account, which shall be signed by each partner and when signed, each partner shall be bound thereby and the same shall not be liable to be disputed or reopened, unless some manifest error shall be discovered and pointed out by any partner to other within 3 months of such signing, in which case such errors shall forthwith be rectified.



**PARTNER'S WITHDRAWAL**

13. The partners shall withdraw from the firm such sum or sums of money as may be mutually agreed upon from time to time.

**RETIREMENT**

14. That any partner may retire from the partnership business by giving not less than one month notice in writing to other partner of his intention to do so, by giving notice at the place of administrative office of the partnership firm/at the residential address of the Partners. On such notice being received by the other partner, the account books of the Firm shall be brought up to date and Balance Sheet as at the end of the period of the said Notice shall be made up and on the expiry of time, one month from the date of such notice the partnership shall be deemed to be terminated, as the partner has given such notice. The outgoing partner shall be entitled to amount standing to his account up to the date of retirement and shall be required to pay all his dues or debts, if any, to be paid to the Firm.

15. That the outgoing partner shall not be entitled to the goodwill of the partnership business if the other partner decided to carry on the same business and continue the business of the firm in the name of the firm.



### PARTNERS OBLIGATION

16. During the continuance of these presents, each partner shall:

a) Punctually pay his separate debts and indemnify the other partner and the assets of the partnership firm against the same and all expenses on account thereof.

b) Be just and faithful to the other and at all time give each other, full information and truthful explanation of all transactions relating to partnership business.

c) Diligently attend to the business of the partnership and carry on the same for the greatest advantage of the partnership business.

17. During the continuance of these presents, no partner shall without the previous written consent of the other partner:

a) Give any security or promise for the payment of monies on account of partnership firm, except in the ordinary course of business.

b) Enter into any bond or become bail or surety or security with or for any person or persons knowingly cause or suffer to be done anything, whereby the partnership firm property or any part thereof may be seized, attached, taken into execution or endangered.

c) Sell, assign, alienate, mortgage or charge his share or any part thereof in the assets or profits of the partnership firm, to make any other person as partner with him therein.

*[Handwritten signature]*  
*[Handwritten signature]*



- d) Lend any money of the partnership firm to any person except in the ordinary course of business.

#### ALTERATION

18. Notwithstanding anything stated or provided herein, the partners shall have full powers to discreet and modify, alter or vary the terms and conditions of this partnership deed in any manner whatsoever they think fit by mutual agreement which shall be reduced to writing and shall become appendage and part of this deed.

#### MISCELLANEOUS

19. The partners will be entitled at the rate of 12% simple interest per annum on the amount of the capital contributed and loans advanced by the respective partners, which shall be computed on daily product basis and credited to their respective accounts at the end of the accounting year.

All borrowings for the business of the firm whether with or without security shall be made with the previous consent of other partner.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands on the day, month year and place first herein above written.

*[Handwritten signatures]*



Signed and delivered by the within named

**THE FIRST PARTY**

**MR. SHRIPAD SINAI ADWALPALKAR**

**MR. SHRIPAD SINAI ADWALPALKAR**



Signed and delivered by the within named

**THE SECOND PARTY**

**MR. VAMAN SUBRAI NADKARNI**

**MR. VAMAN SUBRAI NADKARNI**



In presence of witnesses:-

1. Adv. Rachita R. Dabhale *Dabhale*
2. ....



This affidavit / document is executed  
before me and / attest its execution  
Sr. no! 850/01/2018  
Dated! 08/06/2018

*U. R. Timble*  
U. R. Timble  
ADVOCATE & NOTARY  
F08, 1st floor,  
Atmaram Commercial Complex,  
Dr. A. B. Road, Panaji - Goa.

Name of firm on the Register ..... 82/2018  
 Date of establishment ..... 28-05-2018  
 Duration ..... At: WILL  
 Name of the firm ..... "STALWART REALTY"  
 Date of Registration ..... 17-7-2018

How dissolved.

[illegible]