

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP EXECUTED ON THIS 30TH DAY OF MARCH 2012 BY AND BETWEEN;

 Sri M. VENKATESHULU, S/o Sri M. Chenchu Naidu, aged about 44 years residing at No. 70, Opp: Darshini Floorings, Kaverinagar, Kathriguppe Main Road, B S K III Stage, Bangalore – 560 085, hereinafter referred to as the party of the First Part

AND

 Smt. M. RENUKA, W/o Sri M. Venkateshulu, aged about 36 years residing at No. 70, Opp: Darshini Floorings, Kaverinagar, Kathriguppe, B S K III Stage, Bangalore – 560 085, hereinafter referred to as the party of the Second Part.

(unless opposed to the context the term partner shall include himself/herself, his/her heirs, legal representatives, assigns etc.)

WHEREAS the parties of the FIRST and SECOND PARTS are desirous of carrying on the business of Constructing, Building & Developing of Residential Layouts, Buildings, Multi-Stored Commercial Complexes, Residential Buildings, Flats and dealing in all types of Real Estate business in Partnership under the name and style of M/S CHAITRASHREE DEVELOPERS.

WHEREAS the parties mentioned here in above are deemed it desirable and expedient to reduce the terms and conditions of their Partnership into writing and to have the same evidenced by this Deed of Partnership.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:-

The Name and Style of the Partnership firm shall be M/S CHAITRASHREE DEVELOPERS.
However with the mutual consent of both the parties herein the name of the Firm may be changed
to any other name from time to time.

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क्रवाहार्थ प्रकार Government of Karnalaka

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- The place of the business shall be in Kamataka having its office at No.70, III Floor, Opp: Darshini Floorings, Kaverinagar, Kathriguppe, B S K III Stage, Bangalore – 560 085, However with the mutual consent of both the parties herein, the place of the partnership Firm shall be shifted to any other place or places as and when it is necessary.
- 3. The business of the Partnership Firm shall be that to purchase/sale of lands, Residential Sites, purchase/sale and constructions of Multi-Stored Residential Buildings, Commercial Complexes, to develop and form of Residential Layouts, to go for Joint development of buildings, Layout formation with land lords and to carry on any type of Real Estate business, construction of contract buildings and other civil contracts etc. In addition to above, the partnership firm may carry on trading, dealing, distribution and purchase, sale in cement, steel, paints and hardware and other building materials. However the partnership firm may carry on any other business as the partners may decide from time to time.
- 4. Branches/other offices may be opened by the Firm herein when the parties herein decided to do so and the branches/other offices so opened may be closed with the consent of both the parties herein from time to time.
- 5. The Partnership firm shall come into effect on and from 01.04.2012.
- 6. Both the partners shall contribute the capital whenever it is required in proportion to their sharing ratio for the smooth and successfully carrying on partnership business. Interest on capital shall be paid on the amount contributed by the partners of the firm. However, if any partner contributes in kind such as land, building, vehicles etc. the same shall be treated as capital contribution at the rate mutually accepted by both the partners. However any sum or amount in excess of capital contributed by the parties shall be treated as loans or advances to the Partnership Firm shall carry such rates of interest as the parties may decide from time to time. However the rate of interest shall not exceed 18% or at the rate eligible as per the I T Act. Such interest paid to the Partners shall be treated as common item of expenditure of the firm before ascertaining the profits/losses as mentioned in clause (5) infra.

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- Proper books of account shall be maintained in the ordinary course of business and the books of account shall be closed at the end of March every year and Profit and Loss Account and Balance Sheet shall be prepared on that date to ascertain profit or loss and the First year books of account shall be ended on 31st March 2013.
- 8. The profits and losses of the partnership business, after payment of interest and remuneration to working partners shall be divided among the partners herein in the following manner.

FIRST PARTY SECOND PARTY Sri M. VENKATESHULU Smt.M. RENUKA

60%

40%

- The duration of the partnership shall be "AT WILL".
- 10. Both the parties of the Firm shall be the working partners and shall look after the day to day affairs of the firm and each partner is entitled to the remuneration decided from time to time subject to the provisions to the Income Tax Act. The remuneration paid to partners shall be charged against the income of the Firm. The remuneration may be changed from time to time with the consent of the all parties herein.
- 11. The Bank accounts of the Firm shall be opened and operated for the purpose of the business of the partnership firm and such accounts shall be in the name of the firm only. All such bank accounts shall be operated by any one of the partners. However, with mutual consent of both the partners any partner or person shall be authorized to operate such bank accounts.
- 12. Loans may be borrowed from banks, financial institutions, private individuals etc. for the purpose of business of the firm and such loans shall be obtained in the name of the firm only and the loan agreement, papers etc., shall be signed by both the parties herein. Any loan/s borrowed in breach of this clause, the partner so borrowing shall be personally responsible for the discharge of such loans and he shall indemnify the other partner against any loss/damage incurred by him on account of such improper and unauthorized borrowings.

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- 13. Both the parties herein shall work diligently for the best common advantages of the firm and both the parties herein shall be considered as working partners.
- 14. The partnership Firm is at liberty to purchase fixed Assets and to borrow loans from any person/persons including Bank/ Banks and Financial institutions for the purpose of the partnership business and all the required documents shall be signed by both the partners.
- 15. No partner can transfer or his interest in the partnership business to strangers without prior permission of the other partner and in the event of the contravention this clause by any partner or partners shall be expelled from the partnership.
- 16. No partner shall without the consent of the other partner obtained in writing, release, compound or reduce any debt due to the firm without receiving the full amount thereof or lend any money or deliver any goods belonging to the firm or assign or transfer either absolutely or by mortgage or by declaration of trust of his partnership interest in the firm or dies or knowingly permit anything to be done whereby the properties if the firm are exposed to the danger or being seized, or attached, or taken in execution.
- 17. In the event of death of any party herein, the firm shall not be dissolved, and shall continue to be carried by the existing partner with the legal heirs/representatives of the deceased partner subject to no changes in the terms and conditions. If the legal heirs/representatives are not joining in the partnership, the Firm shall be closed by settling the all debts, dues, receivables, fixed assets, current assets, liabilities etc. as per the balance sheet on the date of the closing of the firm and if anything remained after settling the outside liabilities shall be distributed to the partners or their legal heirs/representatives according to their profit and loss sharing ratio.
- 18. Any of the terms and conditions of this partnership deed may be altered, deleted or added on by the mutual consent of both the partners.

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- 19. In case of any dispute arising between the partners with regard to this partnership whether with regard to implementation or interpretation of any of the terms of this deed shall be referred to and settled by Arbitration as per the provisions of the Indian Arbitration Act or any amendments thereof.
- 20. In the event of retirement of any partner, the partner shall be given a right of share in the assets and liabilities of the firm.
- 21. To the extent specifically traversed in the above paragraphs, all the other provisions of the Indian Partnership Act, 1932, shall apply to the firm.

IT WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS IN TOKEN OF THEIR ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS OF THIS DEED ON THE 30TH DAY OF MARCH, 2012 BEFORE THE FOLLOWING WITNESSES:

WITNESSES O

(M. VENKATESHULU)
PARTY OF THE FIRST PART

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(M. RENUKA)
PARTY OF THE SECOND PART

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2. TK. N. UMENTUS NISOLUN.
(18.N.VENKATESH BABU)

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