

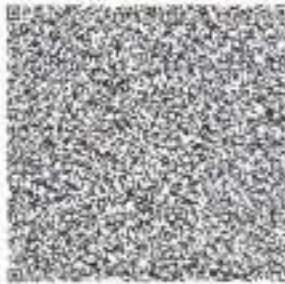


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA50437335461772M
Certificate Issued Date	: 07-Apr-2014 03:36 PM
Account Reference	: SHCIL (FI)/ ka-shcil/ KORAMANGALA2/ KA-BA
Unique Doc. Reference	: SUBIN-KAKA-SHCIL56774516726597M
Purchased by	: S2 HOMES INDIA PVT LTD Y MALLESHAM M DORAISWAMY
Description of Document	: Article 40(A) Partnership:(with immoveable property)
Property Description	: PARTNERSHIP DEED
Consideration Price (Rs.)	: 0 (Zero)
First Party	: S2 HOMES BUTTERFLY GARDENS
Second Party	: S2 HOMES INDIA PVT LTD Y MALLESHAM M DORAISWAMY
Stamp Duty Paid By	: S2 HOMES INDIA PVT LTD Y MALLESHAM M DORAISWAMY
Stamp Duty Amount(Rs.)	: 2,000 (Two Thousand only)



Authorized Signatory

Stock Holding Corporation of India Ltd.

Please write or type below this line.....

PARTNERSHIP DEED

This Deed of Partnership made and executed on this 7th day of April, Two Thousand and fourteen (2014) by and between;

1. M/s S2 HOMES INDIA PRIVATE LIMITED a company incorporated under companies act of 1956 Bangalore Karnataka bearing CIN, U45205KA2013PTC072513, having its registered office at No. 58/1, L.V. Complex, 7th block, 80ft Road, Koramangala, Bangalore - 560095. Represented by its Directors Mr Chethan Kumar Prasanna Kumar, Mr Kadhagramarachinnappa Nagesh Reddy, Mr.

(Signatures)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ೨೦೧೩ 152 ಮುಖೇಷಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುಖೇಷಮು 2003ರ
ಡಿ.ಎಂ.ಸಿ. 09-05-2003ರ ಪ್ರಕಾರ ಮುಖೇಷಮು 2003ರ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Re.

Prasanna Shreekanth, And Mr. Obalareddy Somashekhar Reddy referred to as the Party of the First Part or First Party.

AND

2. Sri. Y. Malleshham S/o Y.Ramulu, aged about 56 years, and residing at Flat No.403, SRR Elite Apartments, Opp. Om Shakthi Heritage Apartments, Ibbalur, Bangalore - 560102.
Herein after referred to as the "SECOND PARTY"

AND

3. Mr. M. Doraiswamy, Aged About 58 Years, S/o.K.Muniswamy,
Mr. K. Muniswamy, Aged About 83 Years, S/o.Late Kolandai Gounder, (Represented by his GPA holder & his Son Mr. Doraiswamy) AND
Mr. D. Raaj, Aged About 27 Years, S/o.M.Doraiswamy,
All of above are Residing at No.9/10, Harsha Nivas, 3rd Cross, First Floor, Bhavani Layout, B.G. Road , Bangalore-560029.

Herein after jointly and severally referred to as the "THIRD PARTY"

(The terms "FIRST PARTY" , "SECOND PARTY" and "THIRD PARTY", wherever the context so requires or demands and unless repugnant to the context herein, shall mean and include all their respective heirs, successors, survivors, successors-in-office, administrators, attorneys, representatives, executors, nominees, assignees and all such other persons claiming the interest through or under them).

PREAMBLE

A. This partnership firm is formed for the reasons enumerated in the Memorandum of Understanding of even date and signed simultaneously by all the parties to this partnership herein.

[Signatures of the parties]

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧೀನ ಸಂಖ್ಯೆ ಕರ್ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Ra.

- B. WHEREAS the **FIRST PARTY** is involved in the business of carrying out the business of development of sites, residential layout, construction of flats, construction of residential complex, construction of commercial complex and other related business. The contribution of the **FIRST PARTY** to this partnership is the ability to develop and market the project in addition to the contribution of capital as mentioned herein.
- C. WHEREAS the '**SECOND PARTY**' AND '**THIRD PARTY**' herein desirous of developing **Schedule A property and Schedule B Property** respectively into residential plots. Accordingly it has approached BMRDA for approval, In turn received the BMRDA approval, accordingly the '**Second Party**' is eligible for a saleable plot area of 1,24,196.40 sq feet and '**Third Party**' is eligible for a saleable plot area of 1,43,900.60 sqf.
- D. WHEREAS the '**Second Party**' and '**Third Party**' herein ever since the date of purchase have been in continuous Possession and occupation of the **Schedule A Property and Schedule B Property** respectively without any let hindrance from any person whomsoever in any manner whatsoever.
- E. WHEREAS the '**SECOND PARTY**' is the sole and absolute owner in possession and enjoyment of the BMRDA approved residentially converted PLOTS numbered as
- | | | | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 |
| 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 |
| 152 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | |
| 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | |
| 175 | 176 | 177 | 178 | 179 | 180 | 181 | | | | | |
- all the plots mentioned above are carved out of property which is morefully described as Schedule A property.

- F. WHEREAS the '**THIRD PARTY**' is the sole and absolute owner in possession and enjoyment of the BMRDA approved residentially converted PLOTS numbered as
- | | | | |
|----|----|----|----|
| 54 | 55 | 56 | 57 |
|----|----|----|----|

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 19-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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Government of Karnataka

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Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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Total stamp duty paid Rs.

58	59	60	61	62	63	64	65	66	67	68	69
70	71	72	73	74	75	76	77	78	79	80	81
82	83	84	85	86	87	88	89	90	91	92	93
94	95	96	97	98	99	100	101	102	103	104	
105	106	107	108	109	110	111	112	113	114	115	
116	117	118	119	120	121	122	123	124	125	126	
127	128	129	130	131	132	133	134	135	136	137	
138	139	140	141	142	143	144	145	146	147	148	
149	150	151	152	153							

151 and 153 all the plots mentioned above are carved out of property which
is morefully described as Schedule B property.

NOW THIS PARTNERSHIP DEED WITNESSETH AS FOLLOWS:

WHEREAS it is considered proper and necessary to put it in writing the terms and conditions of Partnership, now the parties heretofore hereby execute this Deed of Partnership out of their own free will on the terms and conditions noted hereunder.

1. DATE OF COMMENCEMENT:

This Partnership has come into existence with effect from 10th day of April 2014

2. PROJECT:

The very purpose of the establishment of this firm is to develop **Residential Layout** (i.e. Development of Residential Sites as per BMARDA approved Residential Layout Plan for Schedule A & Schedule B property of Second Party and Third Party respectively which is morefully described herein as Schedule A & Schedule B Property, Hereinafter referred to as "Residential Layout" unless otherwise the context requires) on Schedule A property and Schedule B property of Second Party and Third Party respectively and to sell the same to the prospective buyers or as the case may be.

[Handwritten signatures and marks at the bottom of the page]

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುರೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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Government of Karnataka

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Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

3. DURATION:

The Partnership firm shall be in force till the completion of project as mentioned in point 2 above. The death, insolvency or retirement of any partner shall not dissolve the firm and the remaining partners shall be entitled to continue the business. The legal representative of the deceased, retiring or insolvent partners shall be entitled to be paid out the amount due to him as on the date of such death / retirement or insolvency as the case may be.

4. NAME:

The Partnership shall be carried on under the name and style of "S2 Homes-Butterfly Gardens". The name shall not be changed under any circumstances. This name shall be used /incorporated in all Agreements to be entered into with the prospective buyer/letter head/ banks accounts/ other stationery of this firm.

5. PLACE OF BUSINESS:

The Partnership business shall be conducted from No 58/1, L.V. Complex, 7th Block, 80ft Road, Koramangala, Bangalore - 560095. However, the parties herein may by mutual consent agree to have any other place as the principal place of business from time to time.

6. NATURE OF BUSINESS:

The main business of Partnership firm shall be that of developing and selling of developed residential plots/layout as per BMRDA Approved plan on Schedule A & Schedule B property of Second Party and Third party respectively as mentioned hereunder in this deed. However any other new line of business beneficial to the partnership shall be carried on with the mutual consent of all the partners.

7. CAPITAL:-

[Handwritten signatures and initials]

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
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Total stamp duty paid Rs.

- The **Second Party** i.e. (Sri. Y. Mallesham S/o Y.Ramulu) hereby contributes as his capital, the Total Salable Plot area of 1,24,196.40 (One lakh twenty four thousand one Hundred Ninty Six point four zero) square feet as approved by BMRDA, which is carved out of the land bearing Sy No. 13/1 - Extent of 1 Acre 32 Guntas and Sy No. 13/2 - Extent of 3 Acre 16 Guntas, morefully described and defined as Schedule A property herein.
- It is hereby confirmed by the **Second party** that the property which was hitherto held as his property is contributed and brought into the partnership firm as his capital. The value of Total Salable Plot area of 1,24,196.40 (One lakh twenty four thousand one Hundred Ninty Six point four zero) square feet as approved by BMRDA, which is carved out of Schedule A property, agreed and confirmed mutually between all the parties to this partnership at Rs 800 (Eight Hundred) Per Square Feet which amount in its totality to Rs.9,93,57,120/- (Rupees Ninen Crores ninety three lakhs fifty seven thousand one hundred twenty only) as capital contribution to this Partnership firm.
- The **THIRD PARTY** (i.e. Mr. M Doraiswamy, S/o.K.Muniswamy, Mr. K. Muniswamy, S/o.Late Kolandai Gounder, AND Mr. D. Raaj, S/o.M.Doraiswamy, collectively known as Third party) hereby contributes as his capital, The total Salable Plot Area 1,43,900.60 (One Lakh Fourty Three Thousand Nine Hundred point six zero) Square Feet as approved by BMRDA, which is carved out of the land bearing Sy No. 73 - Extent of 3 Acre 36 Guntas and Sy No. 14/5 - Extent of 2 Acre 05 Guntas, morefully described and defined as Schedule B property herein.
- It is hereby confirmed by the Third party that the property which was hitherto held as property is contributed and brought into the partnership firm as capital. The value of The total Salable Plot Area 1,43,900.60 (One Lakh Fourty Three Thousand Nine Hundred point six zero) Square Feet as approved by BMRDA, carved out of Schedule B property agreed and confirmed mutually between all the parties to the contract at Rs 800 (Eight Hundred Only) which amount in its totality to Rs. 11,51,20,480/- (Rupees Eleven Crores fifty one lakhs twenty thousand four hundred eighty only) as capital contribution to this firm.

(Signatures)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
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ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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Total stamp duty paid Rs.

- e. The First party shall introduced Rs.2,00,00,000 (Two Crore Only) as capital by making advance payment to Second Party and Third Party as mentioned herein in this deed.
- f. However further amount as may be agreed to between the parties to be contributed as and when the exigencies of the business of the firm demands and capital so contributed shall not carry any interest.

8. MANAGEMENT:

- (a) The management of the business of the firm shall vest and be carried on for the benefit of and in the best interest of the Firm and of all the Partners.
- (b) It is hereby agreed and confirmed by parties to this contract either individually or collectively that all the deed, conveyance, transfers, sale etc after the date as mentioned herein in first above with respect to schedule A and schedule B property shall be executed by all the partners either individually or collectively.
- (c) **First Party** shall be the Managing Partner for day to day activity of the business and his decision shall be final and binding on the partnership with respect to all matters except those which are specifically excluded in these presents. Further the first party among themselves decide and give powers to any one or all or in any combination, for managing day to day activity of the firm.

9. SHARING OF NET PROFITS / LOSS:

Net profit or loss in each financial year shall be arrived at after providing for all expenses, depreciation and other allowances on assets, all taxes and all other expenses incidental to the business, according to the accounting policies mutually agreed to. The Net profit or loss in each financial year as mentioned hereinabove shall be divided as follows.

Sl. NO.	Particulars	% of sharing
1.	Party of the First Part	99.00%

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2.	Party of the Second Part	0.50%
3.	Party of the Third Part	0.50%
	Total	100%

10. FINANCIAL YEAR:

The Profits and Losses of the Partnership shall be determined as on the 31 day of March every year and the same shall be distributed to, or recovered from the Partners concerned in the proportion aforesaid.

11. BOOKS OF ACCOUNTS:-

The accounts of the said Partnership shall be properly and regularly maintained by the partners and be kept at the office of the partnership and shall be made up and prepared at the close of each year ending on the 31st March and the same shall be signed by all the partners.

A balance sheet and profit and loss account shall be prepared and the net profit or loss ascertained, credited or debited, as the case may be, to the individual partners accounts.

The balance sheet and profit and loss account referred to above shall be signed by the partners in token of their acceptance. Once the account are signed by the partners, no dispute shall be raised thereafter regarding these accounts by them unless some manifest error is discovered within a period of 3 months and such error shall be rectified immediately.

12. BANK ACCOUNTS:

The partners shall open one or more current account/s or any other type of account with any Bank/s in the name of the partnership firm and the account/s so opened shall be operated for the purposes of day to day transactions by "First Party" (First Party among themselves shall sign jointly or severally)

[Handwritten signatures and marks]

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
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Total stamp duty paid Rs.

All Partnership moneys, bills notes, cheque and other securities received by the Partnership firm shall as and when received, be paid and deposited in the Bank/s to the credit of the firm's account/s except such sums as are immediately required to meet the current expenses.

13. DUTIES OF PARTNERS:

A. General Duties of All The Partners

- The partners shall be true and faithful to each other in all their dealings and transactions whatsoever during the course of the business of the partnership and shall carry on the same to the greatest advantage of the firm and to render true accounts and full information of all things affecting the firm to any partner, legal heir or legal representative.
- The partners shall be morally and legally bound to pay his/her debts punctually and indemnify the other Partner for all losses and damages as well as against attachments, seizure or sale of the Partnership property caused to the firm by his willful neglect or default.
- Each of the partners hereto agree un-conditionally, not to transfer, mortgage, sell, assign or otherwise part with its share or interest in Partnership to any other person under any circumstances without the consent in writing of the other partners.
- That none of the parties shall enter into any bound, confession of judgment or become bound as bail security with or for any person whatsoever without previous consent in writing from the other partners.
- It is hereby further agreed, declared and confirmed between the parties hereto that this deed is irrevocable. Either party shall be entitled to specific performance by the other in case there is any breach of any of the terms and conditions of this deed.

[Signatures]
Y. M. M. S. L.

ಈ ದಸ್ತಾವೇಜು ತಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುಂಬಿನಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆಯು ಹಾಳೆ
Document Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಪೆಲೆ : ರೂ. 2/-

This sheet can be used for any document

Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಶ ಪುರು ರೂ.
Total stamp duty paid Rs.

- f) The **'First Party'**, **'Second Party'** and **'Third Party'** shall co-operate with each other and do all reasonable acts, deeds and things as may be required by the other to successfully complete the development of residential layout on the **Schedule A and B properties of Second party and Third Party respectively** and the **'Second Party'** and **'Third Party'** agree to sign and execute necessary applications, papers, documents, deeds and things as and when the firm **"M/s. S2 Homes-Butterfly Gardens"** may require from time to time in order to legally and effectively vest in the **"M/s. S2 Homes-Butterfly Gardens"** or its nominee's title in the **Schedule A and B properties respectively**
- g) The **'First Party'** shall covenants that the entire cost of development over the Schedule A and schedule B properties shall be borne by the first Party as its investment/contribution/capital towards the said Project on the schedule A and Schedule B property.
- B. Specific Duties of Second Party & Third Party**
- h) The **'Second Party'** and **'Third Party'** assure that the title to the property is unimpeachable and there are no factors affecting the good title of the **Schedule A property and Schedule B property respectively** and have paid all taxes and other dues in respect of the same till date.
- i) The **'Second Party'** and **'Third Party'** agree and undertake to execute Sale Agreements, Deeds or Power of Attorney's for the said **Schedule A property and Schedule B Property** respectively as mentioned hereunder, in favour of the **'First Party'** or its nominees, as and when called upon to do so jointly and are also jointly authorised to transfer the property on sale through a proper Power of Attorney from the Firm.

sale through a proper Power of attorney from the Firm.