

# INDIA NON JUDICIAL





# Government of Karnataka

Certificate No. IN-KA51432322379919U

Certificate Issued Date 07-Oct-2022 04:58 PM

Account Reference NONACC (FI)/ kacrsfl08/ JAYANAGAR5/ KA-JY

Unique Doc. Reference : SUBIN-KAKACRSFL0812318228416138U AND G

Purchased by : PRAMOD MANDOTH PRAVEEN MANDOTH

Description of Document : Article 40(A) Partnership:(without immoveable property)

Description : PARTNERSHIP DEED

Consideration Price (Rs.) 0

(Zero)

First Party : PRAMOD MANDOTH PRAVEEN MANDOTH

Second Party PRAMOD MANDOTH AND PRAVEEN MANDOTH

Stamp Duty Paid By PRAMOD MANDOTH PRAVEEN MANDOTH

2,000 Stamp Duty Amount(Rs.)

(Two Thousand only)







Please write or type below this line

# PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP made and executed on 7th day of OCTOBER 2022 among:

# 1. SRI. PRAMOD MANDOTH,

S/o. Sri. Sohanlal Jain, Aged about 46 Years, Residing at No.487, 33<sup>rd</sup> 'A' Cross, 9<sup>th</sup> Main, 4th Block, Jayanagar, Bengaluru-560011

PAN: ACSPM4676J AADHAAR: 844800247866

hereinafter called the Party of the First Part.

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using Any discrepancy in the details on this Certificate and as available on the website / Mobile App
- The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ ದಸ್ತಾವೇಜು ಹಾಳೆ Document Sheet



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# 2. SRI. PRAVEEN MANDOTH,

S/o. Sri. Sohanlal Jain, Aged about 44 years, Residing at No.487, 33<sup>rd</sup> 'A' Cross, 9<sup>th</sup> Main, 4<sup>th</sup> Block, Jayanagar, Bengaluru-560011

PAN: ACSPM4675M

AADHAAR:890978764930

hereinafter called the Party of the Second Part.

The party of First part and the Party of the Second part are hereinafter collectively referred to as Parties.

(The expression Party of the First Part, the Second Part and Third Part shall unless it be repugnant to the context or meaning thereof include their legal heirs, executors and administrators)

WHEREAS the parties to this Partnership deed mutually agreed to carry on the business of real estate, construction, builders and developers, under the name and style of "PRAMOD MANDOTH PRAVEEN MANDOTH" at No.487,33<sup>RD</sup> A CROSS ,9<sup>th</sup> main,4<sup>TH</sup> BLOCK, JAYANAGAR, Bengaluru – 560011. with effect from 07<sup>th</sup> OCTOBER 2022.

 WHEREAS, the parties herein have entered into a registered Joint Venture Agreement dated 15/07/2019, registered as document No.CMP-1-02627/2019-20, in book-1 and stored in CD No.CMPD350, in the Office of the Sub-Registrar Basavanagudi (Chamarajapete), Bengaluru with its owners Sri. M. Thippanna and others in respect of following lands;

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- residentially converted land bearing Sy.No.36/3, measuring to an extent of 1 Acre 25 Guntas (duly converted for non- agricultural residential purposes vide an Official Memorandum bearing No.ALN[A&K]SR/35/2014-15, dated 04/02/2015, issued by the Deputy Commissioner, Bengaluru District), situated at Anekal Rural Village, Kasaba Hobli, Anekal Taluk, which is more fully described in Item No.1 of the Schedule hereunder;
- ii) residentially converted land bearing Sy.No.37, measuring about 12 Guntas (duly converted for non- agricultural residential purposes vide an Official Memorandum bearing No.ALN[A&K]SR/175/2014-15, dated 19/03/2016, issued by the Deputy Commissioner, Bengaluru District), situated at Anekal Rural, Kasaba Hobli, Anekal Taluk, Bengaluru Urban District, more fully described in the **Item** No.2 of the Schedule hereunder;
- residentially converted land bearing Sy.No.36/1 measuring to an extent of 1 Acre 18 Guntas and 4 Guntas of Kharab (duly converted for non- agricultural residential purposes vide an Official Memorandum bearing No.ALN[A&K]SR/176/2014-15, dated 19/03/2016, issued by the Deputy Commissioner, Bengaluru District), situated at Anekal Rural, Kasaba Hobli, Anekal Taluk, Bengaluru Urban District, more fully described in the **Item No.3** of the Schedule hereunder;

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- residentially converted land bearing Sy.No.47/1, measuring to an extent of 1 Acre 8 Guntas and 3 Guntas of Kharab, (duly converted for non- agricultural residential purposes vide an Official Memorandum bearing No.ALN[A&K]SR/37/2014-15, dated 14/01/2015, issued by the Deputy Commissioner, Bengaluru District) situated at Anekal Rural, Kasaba Hobli, Anekal Taluk, Bengaluru Urban District, more fully described in the Item No.4 of the Schedule hereunder.
- 2. The said Sri. M. Thippanna and others (Owners) have also executed a General Power of Attorney dated 15/07/2019, registered as document No.CMP-4-00169-2019-20, in book-4, stored in CD No.CMPD350, in the Office of the Sub-Registrar, Basavanagudi (Chamarajapete), Bengaluru, authorizing the First and Second Party herein to enter into sale agreement/s and to execute Sale Deed/s in respect of the Schedule property in whole or sites to be formed in the Schedule Property in terms of the above mentioned Agreement, with prospective Purchaser/s and receive the entire sale consideration without their being accountable to the Owners.
- 3. The Parties herein are also the owners of residentially converted land bearing Sy.No.30/3, measuring to an extent of 0.36 Guntas and 0.2 Guntas of Kharab IN TOTAL EXTENT OF 0.38 GUNTAS situated at anekal garamanthara village, kasaba hobli, anekal taluk, Bangalore dist, more fully described in the Item No.5 of the Schedule hereunder.

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- Item No.1 to Item No.5 are totally measuring 5 Acres 19 Guntas and 9 Guntas of Kharab land, which are hereinafter collectively referred to as Schedule Property.
- 5. The Parties herein in terms of the said Joint Venture Agreement have applied and obtained the Layout plan approval from the Aneka Planning Authority vide No.APA/LAO/01/2020-21 on 29/03/2021, for the Development of Schedule Property along with other properties owned by the Developer into a residential layout comprising of various sites of different dimensions and the Developer has also applied and obtained various other NOCs, approvals as may be required from the competent authorities for the formation of the residential layout in the Schedule Property.
- 6. The parties herein have decided to devolp a residential layout at land bearing Sy.No.30/3,36/1,36/3,37,47/1 situated at anekal garamanthara village,kasaba hobli,anekal taluk,Bangalore dist. The residential layout to be developed in the Schedule property is named as "LIVVZO LUXEPOLIS".
- 7. The parties hereto desire to place on record the formation of the partnership as mentioned above and the terms and conditions thereto under this Deed of Partnership as set out below:

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Jane.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ ದಸ್ತಾವೇಜು ಹಾಳೆ Document Sheet



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# **NOW THIS DEED OF PARTNERSHIP WITNESSTH AS FOLLOWS:**

# 1. FORMATION OF THE PARTNERSHIP FIRM AND THE NAME AND THE STYLE: -

The partners do hereby affirm and confirm and place on record the fact that the partnership under the name and style of "PRAMOD MANDOTH PRAVEEN MANDOTH" with the parties hereto as partners has come into existence with effect from 7<sup>th</sup> day of October 2022 as per the terms and conditions set out below. The partners may change the name and style as may be agreed upon among them.

# 2. NATURE OF BUSINESS: -

The Partnership Firm shall carry on the business of Real estate, construction, builders and developers and carry on all other businesses and activities connected thereto and any other business or businesses as may be mutually agreed to between the parties.

#### 3. COMMENCEMENT: -

This Partnership Firm of "PRAMOD MANDOTH PRAVEEN MANDOTH" has come into existence with effect from 7<sup>th</sup> day of october 2022.

# 4. PRINCIPAL PLACE OF BUSINESS: -

The principal place of business of the firm is located at No.487,33<sup>RD</sup> A CROSS  $,9^{th}$  main,4<sup>TH</sup> BLOCK, JAYANAGAR, Bengaluru – 560011 The place of business can be shifted to any other place as may be decided by the partners.

# 5. BRANCHES, OFFICES ETC: -

The firm may open branches, offices etc., at such other place or places as the partners may unanimously decide from time to time.

# DURATION OF PARTNERSHIP: -

The Partnership shall be one "AT WILL".

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#### 7. CAPITAL: -.

The parties herein have contributed rs.10000/-each.

SI. No	Name of the partner	Contribution amount
1	Pramod Mandoth	Rs.10000
2	Praveen Mandoth	Rs.10000

The partners may contribute such sums of money towards the capital of the Partnership Firm from time to time and in such manner and proportion as they may mutually agree upon.

# 8. INTEREST ON CAPITAL:-

None of the partner will get interest on capital contributed or loan and advances given to the partnership firm.

# 9. FIRM's PROPERTY: -

The firm's property shall consist of the aforesaid Schedule Property being brought as part of capital contribution by the parties and also shall consist of other properties and assets acquired by the firm during the course of its business.

# MANAGING PARTNER OF THE FIRM:-

Sri. Praveen Mandoth, the Partner herein is be and hereby authorized to deal with all the day to day affairs of the Firm including but not limited to sign all necessary documents before Karnataka Real Estate Regulatory Authority, to sing all necessary applications, undertakings, affidavits, bonds and all other kinds of documents on behalf of the firm to get the Project or registered before RERA Authority. To open and operate Escrow Bank Accounts for the purpose of RERA in any Banks and to sign all forms and Cheques on behalf of the firm.

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# 11. BANK ACCOUNTS: -

Bank account or accounts shall be opened in the name of the firm with such bank or banks as may be mutually agreed. The bank accounts of the firm including RERA accounts shall be operated by Sri.Praveen Mandoth individually.

# 12. BORROWINGS: -

The consent of all the partners would be required for borrowings to be done for the purpose of the partnership business. Borrowings may be made from any Bank or Banks or private parties.

# 13. ACCOUNTS: -

Proper books of accounts shall be maintained in the usual course of business and all the partners are entitled to have access to the same and to take copies thereof, if need be. The Accounts of the partnership firm shall be closed annually on the 31<sup>st</sup> day of the March and Profit and Loss Account and Balance Sheet shall be prepared on that date.

# 14. DISTRIBUTION OF NET PROFIT OR LOSS:-

Net Profit or Loss of the Partnership Firm shall be apportioned as under:-

SI. No	Name of the partner	Share in profit or loss
1	Pramod Mandoth	50%
2	Prayeen Mandoth	50%
	Total	100%

# 15. **DISPUTE:-**

Any matter of dispute among the partners shall be referred to arbitration in accordance with Arbitration and Conciliation Act 1996.

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# 16. ALTERATION OF TERMS:-

Any alteration of terms mentioned herein can be effected only with the written consent of all the partners.

# 17. ADMISSION:-

Any other person can be admitted into the partnership only with the consent of all the partners.

# 18. DISSOLUTION:-

- i) The death, insolvency or incapacity of any of the partners shall not dissolve the partnership; it shall be continued by the surviving partners and by taking the spouse or legal heir or representative of the partner so deceased, declared insolvent or incapacitated as partner.
- ii) If a partner wants to retire from the partnership she can do so by giving three months notice in writing to the other partners and by taking over such assets etc., including the profit or goodwill as mutually agreed by all the partners that may go to her share.

# 19. TRANSFER OF RIGHTS: -

No partner shall assign, transfer, mortgage or create any charge on her share in the firm without the consent of the other partners.

# 20.DRAWINGS:-

Drawings of the partners shall be regulated by mutual consent.

# 21. RIGHT TO CARRY ON SIMILAR BUSINESS

There is no bar for any of the partners to carry on any other business whether or not similar to the business of this partnership firm, either individually or in partnership with others. This partnership firm will have nothing to do with such business.

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22. The Schedule Property shall be the absolute property of the firm on the formation of this firm, with all the attendant rights and incidents. The person or party contributing the said schedule property/s shall not have any individual / independent right over the said property/s.

# 23. Each partner -

- 1. Shall carry on the partnership business to the greatest mutual advantage.
- 2. Shall be just and faithful to one another and shall render true account and full information affecting the partnership firm to one another.
- 3. Shall pay her separate and private debts and indemnify the other party or parties and the partnership assets against the same.
- 4. Shall not without the consent in writing of the other partners release or compound any claim or debt due or owing to the firm or otherwise compound or settle the same or diminish any security without giving the full amount thereon or lend any money or deliver on credit on behalf of the firm other than in the normal course of business of the firm.
- 5. Shall not without the consent of the other partners pledge, mortgage, hypothecate or otherwise dispose off the properties and assets of the firm except those assets which are in the nature of the stock-in-trade or other assets that are usually traded or dealt with in the normal course of business.

# 24. APPLICATION OF THE INDIAN PARTNERSHIP ACT, 1932: -

Any matter not specifically referred to in this document shall be governed by the provisions of the Indian Partnership Act, 1932.

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#### SCHEDULE PROPERTY

# Item No.1

All that piece and parcel of residentially converted land bearing Sy.No.36/3, measuring to an extent of 1 Acre 25 Guntas (duly converted for non-agricultural residential purposes vide an Official Memorandum bearing No.ALN[A&K]SR/35/2014-15, dated 04/02/2015, issued by the Deputy Commissioner, Bengaluru District), situated at Anekal Rural Village, Kasaba Hobli, Anekal Taluk and bounded on the :

East by : Land in Sy.No.47;

West by : Land Sy.Nos.36/2, 35 & 37;

North by : Land in Sy.No.38; South by : Land in Sy.No.50.

# Item No.2

All that piece and parcel of residentially converted land bearing Sy.No.37, measuring about 12 Guntas (duly converted for non-agricultural residential purposes vide an Official Memorandum bearing No.ALN[A&K]SR/175/2014-15, dated 19/03/2016, issued by the Deputy Commissioner, Bengaluru District), situated at Anekal Rural Village, Kasaba Hobli, Anekal Taluk and bounded on the:

East by : Land in Sy.No.36/3;

West by : Land in Sy.No.36/1;

North by : Land in Sy.No.36/1 & 38;

South by : Land in Sy.No.36/2.

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# Item No.3

All that piece and parcel of converted land bearing Sy.No.36/1 measuring to an extent of 1 Acre 18 Guntas and 4 Guntas of Kharab (duly converted for non-agricultural residential purposes vide an Official Memorandum bearing No.ALN[A&K]SR/176/2014-15, dated 19/03/2016, issued by the Deputy Commissioner, Bengaluru District), situated at Anekal Rural Village, Kasaba Hobli, Anekal Taluk and bounded on the:

East by : Land in Sy.No.37 & 38;

West by : Land in Sy.No.31;

North by : Land in Sy.No.30;

South by : Land in Sy.No.36/2.

#### Item No.4

All that piece and parcel of residentially converted land bearing Sy.No.47/1, measuring to an extent of 1 Acre 8 Guntas and 3 Guntas of Kharab, (duly converted for non-agricultural residential purposes vide an Official Memorandum bearing urposes vide an Official Memorandum bearing No.ALN[A&K]SR/37/2014-15, dated 14/01/2015, issued by the Deputy Commissioner, Bengaluru District) situated at Anekal Rural Village, Kasaba Hobli, Anekal Taluk and bounded on the:

East by : Road;

West by : Land in Sy.No.36/3;

North by : Land in Sy.No.38;

South by : Land in Sy.No.50

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#### ITEM No.5

The Parties herein are also the owners of residentially converted land bearing Sy.No.30/3, measuring to an extent of 0:36 Guntas and 0.2 Guntas of Kharab IN TOTAL EXTENT OF 0.38 GUNTAS situated at anekal garamanthara village, kasaba hobli, anekal taluk, Bangalore dist (duly converted for non-agricultural residential purposes vide an Official Memorandum bearing purposes vide an Official Memorandum bearing No.ALN[A&K]SR-53/2020-21, dated 13-11-2020, issued by the Deputy Commissioner, Bengaluru District) situated at Anekal Rural, Kasaba Hobli, Anekal Taluk and bounded on the:

EAST BY

:LAND OF PATEL RAMAIAH (SY NO.38)

WEST BY

:LAND OF VENKATACHALAPPA(SY NO.31)

NORTH BY :LAND OF CHANDRAIAH'S HANUMANTHAPPA(SY NO.30/2)

SOUTH BY :LAND OF THIPPANNA (SY NO.36)

IN WITNESS WHEREOF the partners herein have hereunto set their hands on the day month and year first above-mentioned before the following witnesses.

# WITNESSES:

Jayshan Karl T.K. Benjalvie

**PARTNERS** 

(SRI. PRAMOD MANDOTH) FIRST PARTY

2. Rudiachori Benjalore

(SRI.PRAVEEN MANDOTH) SECOND PARTY