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| Certificate No. | : | IN-KA47701243543825Y |
| Certificate Issued Date | : | 30-Apr-2026 01:19 PM |
| Account Reference | : | NONACC (FI)/ kagcsl08/ R P C LAYOUT3/ KA-RJ |
| Unique Doc. Reference | : | SUBIN-KAKAGCSL0887954517697294Y |
| Purchased by | : | CHETHAN H P AND DEEKSHITH PAUL A |
| Description of Document | : | Article 40 (A) Partnership - Constitution of Partnership |
| Property Description | : | PARTNERSHIP DEED |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | DISPARATE OVERSEAS TRADERS |
| Second Party | : | CHETHAN H P AND DEEKSHITH PAUL A |
| Stamp Duty Paid By | : | CHETHAN H P AND DEEKSHITH PAUL A |
| Stamp Duty Amount(Rs.) | : | 2,000 (Two Thousand only) |

G. SEVA KENDRA RPC LAYOUT BRANCH Authorized Signatory

Please write or type below this line

# DEED OF PARTNERSHIP

This **DEED OF PARTNERSHIP** is executed at Bengaluru on this 30th day of April 2026 by and between:

1. **Mr. Chethan H P**, Son of Mr. Hassan Rame Gowda Prasad, residing at Sri Manjunatha Swamy Nilaya, Subhas Nagar, B.Katihally Koplu, Hassan - 573201 hereinafter referred to as **FIRST PARTNER.**

2. **Mr. Deekshith Paul A**, son of Mr. Antony Raj, residing at Ave-Maria Nilaya, Behind Euro Kids School, Dasarakóppalu, Hassan - 573201 hereinafter referred to as **SECOND PARTNER.**

Whereas, the parties hereto have agreed to commence business in partnership and it is expedient to have written instrument of partnership. Now this partnership deed witnesses as follows:

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. **The name of the partnership shall be "DISPARATE OVERSEAS TRADERS".**

2. **BUSINESS ACTIVITY**

   The parties hereto have mutually agreed to carry on the business of import, export, trading, distribution, and dealing in all kinds of goods, commodities, merchandise, and products including but not limited to agricultural products, food items, textiles, machinery, consumer goods, and any other permissible items, in wholesale and retail form, both within India and internationally.

   Further, the partners may engage in activities such as sourcing, procurement, logistics, warehousing, customs clearance, and allied services incidental or conducive to the attainment of the above business objectives. The partners may also carry on any other business or activity as may be mutually agreed upon from time to time.

3. **PLACE OF BUSINESS**

   The registered office of the partnership firm would be Sri Manjunatha Swamy Nilaya, Subhas Nagar, B.Katihally Koplu, Hassan - 573201, Karnataka, India. The firm may open branches or carry on business at such other places as may be mutually decided by the partners.

4. **DURATION OF PARTNERSHIP**

   The partnership shall be a partnership at will.

5. **CAPITAL OF THE FIRM**

   The capital of the firm shall be Rs. 50,000/- (Rupees Fifty Thousand Only) of which of the partner shall contribution as Follows:

   - First Party - Rs. 25,000/-
   - Second Party - Rs. 25,000/-

   The Partners may bring in such further capital as the partners may unanimously decide from time to time. The firm shall pay a simple interest at 12% p.a. on such Capital contribution calculated and credited to the account of the partners at the close of the accounting year. However, in the case of loss or lower income rate of interest can be nil or lower than 12% per annum as may be agreed to by and between the partners from time to time.

6. **BORROWING**

The firm may borrow funds from banks or financial institutions with the prior consent of all partners.

7. **REMUNERATION TO PARTNERS**

All the Parties shall continue to be the working partners of the firm being actively engaged in the conduct of the affairs of the Firm and they shall be paid remuneration for the same. The aggregate amount of remuneration payable to all the working partners shall be the amount computed as allowable under the provisions of the Income Tax Act, 2025 for the time being in force while computing the total income of the firm.

8. **PROFIT SHARING RATIO**

The profit or loss of the firm shall be shared equally among all the partners. Proper books of account shall be maintained in the usual course of business and the same shall be closed once a year to ascertain the net profit or loss of the firm for the year. The interest and remuneration payable on the taxable income of the firm for the year shall be treated as common items of expenditure of the firm before the net profit or loss of the firm for the year is arrived at. The statements of profits and loss account and Balance sheet shall be prepared and the net profit or loss of the firm so arrived at shall be divided as follows:

| | |
|---|---|
| FIRST PARTY | : 50% |
| SECOND PARTY | : 50% |

And the share of profit or loss so arrived for the partners shall be credited or debited as the case may be to the respective capital accounts of such partners.

9. **MANAGEMENT**

The partners of the firm shall jointly manage and oversee the day-to-day operations of the firm, including all business transactions and legal matters in the name of the firm. Both partners shall actively participate in the management of the firm and shall cooperate with each other in carrying out the affairs of the partnership.

10. **OPERATION OF BANK ACCOUNTS**

The firm shall open a bank account, as may be deemed necessary, in the name of DISPARATE OVERSEAS TRADERS at any bank and such account shall be operated by the partners jointly or severally as may be mutually decided and informed to the bank.

11. **ACCOUNTS**

The firm shall regularly maintain in the ordinary course of business, true and correct accounts of all its transactions and also of all its assets and liabilities, the property books of account, which shall ordinarily be kept at the firm's place of business. The accounting year shall be the financial year from 1st April onwards and the balance sheet shall be properly audited and the same shall be signed by all the Partners. Every Partner shall have access to the books and the right to verify their correctness.

## 12. RETIREMENT

If any partner desires to retire from the firm at any time during the subsistence of the partnership, he shall be entitled to do so by giving at least one calendar month's prior written notice to the other partner.

Upon such retirement, the continuing partner shall pay to the retiring partner the value of his share in the assets of the firm, as mutually agreed or determined in accordance with this deed.

In the event of the death of a partner, the continuing partner shall pay to the legal representatives of the deceased partner the value of the deceased partner's share in the firm.

## 13. DRAWINGS BY PARTNERS

Each of the partners shall be entitled to draw the following amounts from the firm, and the same shall be debited to the respective capital account of each partner as and when such drawing are made.

**a.** The opening credit balance, if any, in the respective capital accounts of the partners at the beginning of the year.

**b.** The aforesaid fixed sum per month for each of the working partners.

**c.** The entire interests due to each partner and credited to the respective capital account of such partner, as per clauses 5 above.

**d.** The share of net profit of each partner.

Any drawings made by a partner in excess of the aforesaid limits shall be treated as overdrawings, and such partner shall pay interest thereon at the rate of 12% per annum to the firm, calculated on a product basis. The same shall be debited to the respective capital accounts of the partners at the end of the year.

It is specifically agreed and understood between the partners that, although the net profit of the firm for the year shall be ascertained at the end of the year, each partner shall have the right to withdraw, during the year, amounts on account of their respective share of the net profits as and when earned by the firm.

## 14. DEATH OF PARTNER

In the event of death of any partner, the firm shall not be dissolved and the legal representative(s) of the deceased partner may be admitted as partner(s) with the consent of the remaining partner(s). Failing which, the legal representative shall be paid the value of the deceased partner's share as on the date of death.

## 15. MISCELLANEOUS

**a.** All the Partners shall be actively engaged in the conduct of the business of the firm for greatest common advantage of partnership and shall not act in a manner harmful or detrimental to the best interest of the concern.

b. Each partner shall be just and faithful to others and at all times give to each other full information and truthful explanations of all matters relating to the affairs of the partnership and offer every assistance in his/her power in carrying on the business for mutual advantage

c. The Partnership firm shall indemnify a partner in respect of all payments made and liabilities incurred by him for the benefit of and in the ordinary and proper conduct of the business of the firm or for the purpose of protecting the interest thereof.

A Partner shall indemnify the firm in respect of any loss caused to it by his default, willful neglect or fraud in the conduct of the business of the firm.

## 16. ARBITRATION

Whenever there is any dispute or difference of opinion between the partners shall refer the same to an arbitration of one person. The decision of the arbitration so nominated shall be final and binding on all partners, such arbitration proceedings shall be governed by Indian Arbitration Act, which is in force.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day, month and the year first herein above written

**WITNESS:**

1. Signature
Name: BHARATH.G.H
Father: HALESH.G.M.
Address: 03, RPC layout Banglore-560104.
Occupation: Business.

2. Signature
Name: LALIT
Father: KUMAR
Address: 33, Modalapalya Vijayangar. Banglore-72
Occupation: Business

**First Partner**
(Chethan HP)

**Second Partner**
(Deekshith Paul A)