



# KARABHARI MOTIONS CO-OPERATIVE FILM CHAMBER ASSOCIATION

Under:

*The Dream Makers*

UNIT OF:



Public Rights Protection and Anti Corrupt Trust, Karnataka

## GIFTED SHARE AGREEMENT (GIFTED BY PRODUCER : RAA DEA KARABHARI)

Instrument of

SHARE HOLDING OF PROJECT **AVALU** PAN INDIA MOVIE by KARABHARI FILMS, KARABHARI MOTIONS CO-OPERATIVE FILM CHAMBER ASSOCIATION, KARABHARI CINE PRODUCTIONS Pvt. Ltd.

Between President / Owner of the Firm / Trustees and Share holders (Actors and other all technical and non technical team) as the (Partners) (Producers) (Co-Producers) (Investors) (Contributors) or SHARE HOLDERS of the following Project.

UNDER  
**INDIAN PARTNERSHIP ACT, 1932**

Named:

KARABHARI MOTIONS CO-OPERATIVE FILM CHAMBER ASSOCIATION

**Under: PUBLIC RIGHTS PROTECTION AND ANTI CORRUPT TRUST**

Executed on below mention date for the following Project

@ Gadag, Dist: Gadag, 582101, Karnataka, India.

**Amongst**

- **Rajvenkatesh Devaraj karabhari**
  - State President @ Public Rights Protection and Anti Corrupt Trust, Karnataka
  - Unit Director @ Karabhari Motions Co-Operative Film Society
  - Partner / Director / Co-Producer of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. And the Signature Authority of both.
  - Aged 45 years, occupation: Business & Journalist.

Residential address @ Karabhari House, Ashok Road, Health Camp, Betageri Gadag, Karnataka, 582102

- **Mrs Mary Rajvenkatesh karabhari**
  - State Secretary @ Public Rights Protection and Anti Corrupt Trust, Karnataka
  - Unit Joint Director @ Karabhari Motions Co-Operative Film Society
  - Owner / Director / Producer of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. and the Signature Authority of both.
  - Aged 43 years, occupation: Business & Journalist.

Residential address @ Karabhari House, Ashok Road, Health Camp, Betageri Gadag, Karnataka, 582102

- **AGREEMENT AND SHARE DEED WITH THE BELOW PERSON / TEAM**

Share Holders details

- Maheshwari D/o Shivanand Aralimar (MAYA) @ Bangalore

Agreement will be attached separately along with Share deed as per agreed Description and Declaration of Artist or other Technical and non technical team of Project

## PROJECT DETAILS:

### AVALU

Documentary Movie

Making : Kannada Language

Producer : Raa Dea Karabhari

Director : Mary RaaDea Karabhari

@ Karabhari Films. Gadag

KARABHARI FILMS, KARABHARI MOTIONS CO-OPERATIVE FILM CHAMBER ASSOCIATION, KARABHARI CINE PRODUCTIONS Pvt. Ltd

Contact : 7760433113

<http://nationalfilmchamber.com>

<http://panindiamovie.com>

- WEB SERIES / MOVIE / SHORT MOVIE / STAGE PROGRAMM / EPISODE / OTHERS  
(Project Details : AVALU)
- Making in **KANNADA** Language + Dubbing into **KANNADA, HINDI, TELUGU, TAMIL, MALIYALAM** Languages

#### DECLARATION

We have decided to carry the above mentioned Project Under: KARABHARI CINE PRODUCTIONS Pvt. Ltd. **Under: PUBLIC RIGHT PROTECTION AND ANTI CORRUPT TRUST** Executed on below mention date for the Above Project

#### Nature of Business:

Film Production House / Tele Movie Making / Film Making / Web Series Making and other Entertainment Programming and also Training Programs for the same and also we Hunt the new talents and provide chance to prove their talent Under Digital Platform for Publication of Small and Medium News Papers Reg. by RNI or Publishing the Projects trough Set lights, Digital, Web, Internet, Theaters, Cinema Halls or by any other sources

In search of new talent those who are willing to give their dedicated performance we will train them and bring out the best from them.

We accept the highest creativity level for the betterment of our project and the for the quality living of every crew member, We undertake the Business of FILM PRODUCTION HOUSE / FILM MAKING / MOVIE MAKING / NEWS / ENTERTAINMENT & ADVERTISING Programming and Publishing through WEB / VIDEO / TV Channels & SOCIAL Networking Platforms or broadcasting on Cable / Satellite Platforms & in Different Stage Show such as Drama etc.

Also we Publish and create the programs on SOCIAL NETWORKING WEBSITES / SOCIAL NETWORKING MOBILE APPLICATIONS / SOCIAL NETWORKING PUBLICATIONS / SOCIAL NETWORKING PLATFOMS ON AIR and LAND

All programs and service programs will be published under the name KARABHARI MOTIONS CO OPERATIVE FILM SOCIETY and KARABHARI CINE PRODUCTIONS Pvt. Ltd, **Under: PUBLIC RIGHTS PROTECTION AND ANTI CORRUPT TRUST** Reg. by Government of Karnataka under Karnataka Trust Act: and MINISTRY OF SMALL & MEDIUM ENTERPRICES.

Rajavenkatesh Devaraj Karabhari is the President of PUBLIC RIGHTS PROTECTION AND ANTI CORRUPT TRUST, KARNATAKA and Director of the Society KARABHARI MOTIONS CO OPERATIVE FILM CHAMBER ASSOCIATION and also Partner, Producer, Director of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. and the Signature Authority of all above.

Mary Rajavenkatesh Karabhari is the is the President of PUBLIC RIGHTS PROTECTION AND ANTI CORRUPT TRUST, KARNATAKA and Joint Director of the Society KARABHARI MOTIONS CO OPERATIVE FILM CHAMBER ASSOCIATION and also Partner, Producer, Director of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. and the Signature Authority of all above.

#### Place of Business:

The place of business shall be carried at office of the KARABHARI HOUSE, ASHOK ROAD, HEALTH CAMP, BETAGERI GADAG 582102 Karnataka, India and if the members or appointed person under Firm as Partner / producer / director / shareholders / clients of programs can be carrying on at any Other places under the same name, or non other as may be agreed upon by the President of Trust

- 1) Capital :

That the business capital will be different for every projects created or published by the firm and for every projects there will be different Capital as per program schedule or program project and for every project separate agreement must be attached with the share deed or Program Agreement and AVALU MOVIE project Capital Is divided by 2500 Share No's (Capital 1.80,00,000/- % Share Amount 7200/- = Share No's 1= 72000/-) share will be distributed and divided with share holders as per attached separate agreement and invested shares as per agreed agreement by the firm and share holders agreement ( agreement will be made in separate and attached to the deed on government stamp paper along with Notary Certification.

The Project capital is 1,80,00,000 for Project AVALU MOVIE and carried capital of 50% by the owner of the firm and 50% will be collected by the share holders and share holders share is not for sell it can be used by their nominee for 2 generations only. Share is non transferable and non refundable.

Above mentioned Business Capital is for ONE PROJECT AVALU Only And it may be invested by Owner / Partners / Programmer or any and also collected by Public by providing share certificate by the firm. Anyone can be a share holders of the project by investing the part of the capital and every share holders will be a production sleeping partners in which production they will invest the share. and they will get the Income of Equal profit from the Invested Project, the percentage will be calculated by profit or loss of production and it will be made in different Agreement with Program capital Project and divided Percentage of the Profit or loss.

Sleeping Partners are the part of the production and all programs will be planned by the owner of the firm. All partners must carry the program agreement with the Share holders and work hard to develop for firm and programs and productions of the firm.

All Partners are working under the Partnership Act and the owner of the firm are as below

- Rajavenkatesh Devaraj Karabhari is the President of PUBLIC RIGHTS PROTECTION AND ANTI CORRUPT TRUST, KARNATAKA and Director of the Society KARABHARI MOTIONS CO OPERATIVE FILM CHAMBER ASSOCIATION and also Partner, Producer, Director of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. and the Signature Authority of all above.
- Mary Rajavenkatesh Karabhari is the is the President of PUBLIC RIGHTS PROTECTION AND ANTI CORRUPT TRUST, KARNATAKA and Joint Director of the Society KARABHARI MOTIONS CO OPERATIVE FILM SOCIETY and also Partner, Producer, Director of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. and the Signature Authority of all above.

All plans and programs will be arranged by the owner. All Partners are Partners for the development of the firm and profit of the firm but in the Final Design of the Firm or Programs or Projects will be made by the owner of the firm only and Owner will be the Authorized person of Director of the firm and all partners are sleeping partners they have to join their hands for the development of the project. Share holders are not the partners of the firm but they are the partners of the project or Production arranged by the firm on every share holders agreement and the separate agreement must be attached and the profit of share holders will be mentioned on their separate agreement and the profit of the firm from the program will be divided as per partners percentage share agreement. Share holders as required for the same and in future it is being agreed by they shall contribute the required capital as Programming plans or Project Plans to increase the wings of the business And every project Capital will be divided into 1000 Shares and it will be divided into share holders and share holders Agreement will be done by the firm with attachment of partnership deed. And share agreement is not transferable, share holders don't have any authority to sell their share to others but in case of share holder death share holders nominee can continue the share by his name.

Further if any member desires not to be continue the project & has to be stop the project they can but service charges, man power charges, programming, any Other charges capital [still ongoing time] full capital of share will be not refunded, and it will be decided & collected as per loss of firm and project. And after calculating the remaining percentage can be refunded or taken for the profit of the particular production or program . The final decision maker is the owner /president of the firm.

The profit of the project will be calculated after the project published or released and the share of investor will be settled as per agreement with firm. Investor will be informed of the date to which they have agreed before conducting the project with firm and investor should be affidavit under the government stamp paper with notary approval.

**2) Duration:**

The duration of the firm shall be @ "PARTNERSHIP DEED" & PROJECT AGREEMENT

**3) Accounting period:**

The accounts of the firm shall be closed on every financial year ending on 31<sup>st</sup> march, (after publishing of the project) And the amount of profit or loss shall be transferred to their respective investors Account only.

- 4) **Name of investors** 100% in profits
- **Director / owner** 50% share (from total share 50 will be reserved for the owner)
  - **Programmer / Share Holder** 50% share is open for the public,

5) **PROFIT AMOUNT DISTRIBUTION (Example)** As invested amount is calculated as CAPITAL % 2500 Points Profit also will be calculated as PROFITE % 2500 Points

- a. (1,80,00,000/- Rs Investment % 2500 Share Divide = 7200/- Rs Investment)
- b. (05,80,00,000/- Rs Profit % 1000 Share Holders = 23200/- Rs Profit)

6) **Books of Accounts :**

That they shall keep proper books of accounts which will be kept at the place of Project Head office and have equal right as per the agreement with owner/President of the Firm to access over the same from time to time of their particular project only.

7) **Director –Owner :**

- **Rajvenkatesh Devaraj karabhari**

State President @ Public Rights Protection and Anti Corrupt Trust, Karnataka

Unit Director @ Karabhari Motions Co-Operative Film CHAMBER ASSOCIATION

Partner / Director / Co-Producer of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. And the Signature Authority of both.

Aged 45 years, occupation: Business & Journalist.

Residential address @ Karabhari House, Ashok Road, Health Camp, Betageri Gadag, Karnataka, 582102

- **Mrs Mary Rajvenkatesh karabhari**

State Secretary @ Public Rights Protection and Anti Corrupt Trust, Karnataka

Unit Joint Director @ Karabhari Motions Co-Operative Film Chamber Association

Owner / Director / Producer of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. and the Signature Authority of both.

Aged 43 years, occupation: Business & Journalist.

Residential address @ Karabhari House, Ashok Road, Health Camp, Betageri Gadag, Karnataka, 582102

That **the** President / Owner of the firm and he is to attend day to day Management of all the business affairs of the firm and remaining investors are the Appointed body of the firm.

8) **Banking Transaction :**

The firm shall borrow funds from banks, financial institutions of other private registered parties for the purpose of the business of the firm or collect shares From the Public, the bank account opened in the name of the Firm / Project / Project Head shall be Operated by Owner / President of the Firm or by the tiny or person appointed by the Owner / President.

9) **Remuneration to the working partners:**

That the Owner / President agreed to devote their firm & energy to the working of the Project Activities & agreed to actually engage themselves to the Project every Day, I consideration of their services to the Project investors unanimously Decided & pay the total remunerations as follows:

a) **As per agreed agreement for the share of particular programs. Or Lower as debited to profit & loss a/c.**

That the Share Holders shall be the sleeping partners & will look after the work of the projects & producing partner, Share Holders, of Project that the aggregate amount of remuneration payable to client will be the maximum amount allowable as deduction The provision of the **income tax act 1961** & such aggregate of remuneration shall be allow Cited to the following working partner in the proportion of given here under. However in Case of losses no book profits & no remuneration would be paid.

b) Capita For the purpose of above calculation the book profits shall be computers defined in explanation 3 of section 40 (b) of the **Income Tax Act 1961** or another applicable. Provisions as may be in force for the income tax assessment or ownership firm for the relevant accounting period.

**10) Change in the constitution :**

In case there is a change in the constitution of the firm in the accounting Year, the profits & loss between the two periods would be apportioned On time basis ,if being assumed that profit &loss ,accrued evenly through Out the previous accounting year .

**11) Supplement DEED OR Addendum :**

If is hereby agreed to all the programmer / Investors / Share Holders by a supplementary deed .Agreement / addendum/ Any of the clauses in the programmers may be altered /amended/added/ Deleted.

**12) That the Partnership, shall be governed by the INDIAN PARTNERSHIP ACT, 1932**

**13) That no programmer / investors without consent of the other partners Transfer his share or interest in the firm program to any other party, but at the Time or retirement of program / investors, the partners reserve the Right to the take the share of the returning partner.**

**14) ARBITRATION**

That in case of any dispute regarding the conducting of business of the firm Interpretation of the terms & conditions of this deed, such matter shall be Referred to arbitration under the law as applicable on the date of reference To arbitration under the Arbitration Act, 1940 That the matters which are not expressly provided in this indenture, shall As far as possible be settled amongst the Owner of the firm and share holders

• **Rajvenkatesh Devaraj karabhari**

- State President @ Public Rights Protection and Anti Corrupt Trust, Karnataka
- Unit Director @ Karabhari Motions Co-Operative Film Chamber Association
- Partner / Director / Co-Producer of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. And the Signature Authority of both.
- Aged 45 years, occupation: Business & Journalist.

Residential address @ Karabhari House, Ashok Road, Health Camp, Betageri Gadag, Karnataka, 582102

• **Mrs Mary Rajvenkatesh karabhari**

- State Secretary @ Public Rights Protection and Anti Corrupt Trust, Karnataka
- Unit Joint Director @ Karabhari Motions Co-Operative Film Chamber Association
- Owner / Director / Producer of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. and the Signature Authority of both.
- Aged 43 years, occupation: Business & Journalist.

Residential address @ Karabhari House, Ashok Road, Health Camp, Betageri Gadag, Karnataka, 582102

• **Sri Rajvenkatesh Devaraj karabhari**

- Owner / Director / President of the Firm & the Signature Authority of the firm  
Aged 41 years, occupation: Business & Journalist.
  - Residence @ Karabhari House, Ashoka Road, Health Camp, Betageri – Gadag, Karnataka, India – 582102
  - Official @ Karabhari Janaseva Kendra, Wali Building, head Post, Gadag, Karnataka, India – 582101

• And

Share Holder Details

- Maheshwari D/o Shivanand Aralimar (MAYA) @ Bangalore

Agreement will be attached separately along with Share deed as per agreed Description and Declaration of Artist or other Technical and non technical team of Project

Signature of Share Holder

Signature of Owner / President of the Firm

Notary:

Instrument of  
**ADDITIONAL AGGREGMENT UNDER PARTNERSHIP DEED OF ABOVE FIRM**  
Between the Firm and Share holders of the firm Project

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AMONGEST

- **Rajvenkatesh Devaraj karabhari**

- State President @ Public Rights Protection and Anti Corrupt Trust, Karnataka
- Unit Director @ Karabhari Motions Co-Operative Film Chamber Association
- Partner / Director / Co-Producer of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. And the Signature Authority of both.
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Residential address @ Karabhari House, Ashok Road, Health Camp, Betageri Gadag, Karnataka, 582102

- **Mrs Mary Rajvenkatesh karabhari**

- State Secretary @ Public Rights Protection and Anti Corrupt Trust, Karnataka
- Unit Joint Director @ Karabhari Motions Co-Operative Film Chamber association
- Owner / Director / Producer of the Firm: KARABHARI CINE PRODUCTION Pvt. Ltd. and the Signature Authority of both.
- Aged 43 years, occupation: Business & Journalist.

Residential address @ Karabhari House, Ashok Road, Health Camp, Betageri Gadag, Karnataka, 58210

With SHARE HOLDER  
For below mentioned Project

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Share Holder Details

- Maheshwari D/o Shivanand Aralimar (MAYA) @ Bangalore
  
- Agreement will be attached separately along with Share deed as per agreed Description and Declaration of Artist or other Technical and non technical team of Project

Production or project by the firm today we are making  
**ADDITIONAL AGGEMENT UNDER PARTNERSHIP DEED OF ABOVE FIRM**  
Between the Firm and Share holders of the firm Project

Name of share holder : Maheshwari D/o Shivanand Aralimar (MAYA) @ Bangalore  
Residential Address : Bangalore  
Aadhar number : 2979 5390 3751  
Share production Name : AVALU MOVIE  
Share production Capital : **(Capital 1.80,00,000/ - % Share Amount 7200/- = Share No's 1= 72000/-)**  
Share Calculated Capital : **2500 Share No's**  
Purchased Share in No's : 7200 X 4 SHARE = 28,800/- (Share Gifted by Producer Raa Dea Karabhari)  
Purchased Share Total Amount : 0/-  
Share Holders Account Details : (Account Details attached)

**NOMINEE DETAILS**

Nominee name : Bhoomika  
Nominee Relationship : Daughter  
Nominee Residential address : (Address proof Attached)  
Nominee aadar Details :

**DECLARATION**

We are the owner and share holders of the production or program creating by above mentioned firm and we agree each other to invest the investment to program the production by funding the capital by share.

I am an share holder of the production and I had invested share as above details and also I agreed the terms and conditions of the firm.

Signature of Share Holder

Signature of Owner / President of the Firm