

தமிழ்நாடு तमिलनाडु TAMILNADU
23.6.23 CHENNAI HOLDINGS

CX 188928

A. SELVAM
STAMP VENDOR
LIC NO:1090/B4/CH(C)2021
No.2, Gangadeeswarar Koil Street,
Purasawalkam, Chennai-600 084.

PARTNERSHIP DEED

THIS DEED of PARTNERSHIP EXECUTED AT CHENNAI ON THIS 23rd DAY OF JUNE 2023 BY AND BETWEEN:

1. **Mrs. KALA KOCHAR,** D/o. KRISHNA CHAND CHORDIA, aged about 55 years, presently residing at No.27/7, Dr Alagappa road, Purasaiwalkam Chennai-600084, which term or expression shall, unless it be repugnant to the subject or context thereof, wherever the context so admits or permits shall mean and include herself, her legal representatives, administrators, nominees, executors and assigns AND HEREINAFTER KNOWN AS **PARTY OF THE FIRST PART / PARTNER,**

1) 1.kala 4) Manisha
2)
3) 5)

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு TAMILNADU 23.6.23

CX 188929

A. SELVAM

STAMP VENDOR

LIC NO:1090/B4/CH(C)2021

No.2, Gangadeeswarar Koil Street,

Purasawalkam, Chennai-600 084.

CHENNAI HOLDINGS

2. **Mr. KHIMRAJ MISRIMAL SAKARIYA,** S/o. MISRIMAL SAKARIYA, aged about 58 years, presently residing at No.10/4 N No.6, Barnaby Road (Lane), Kilpauk, Chennai - 600010, which term or expression shall, unless it be repugnant to the subject or context thereof, wherever the context so admits or permits shall mean and include herself, her legal representatives, administrators, nominees, executors and assigns AND HEREINAFTER KNOWN AS **PARTY OF THE SECOND PART / PARTNER,**

1) P.KH

2) Mamta

3)

4)

5)

6)



தமிழ்நாடு तमिलनाडु TAMILNADU
23.6.23

CHENNAI HOLDINGS

CX 188930

A. SELVAM
STAMP VENDOR
LIC NO: 1090/B4/CH(C)2021
No.2, Gangadeeswarar Koil Street,
Purasawalkam, Chennai-600 084.

3. **Mrs. MEENA SAKARIYA,** W/o. KHIMRAJ SAKARIA, aged about 56 years, presently residing at No.10/4 N No.6, Barnaby Road (Lane), Kilpauk, Chennai - 600010, which term or expression shall, unless it be repugnant to the subject or context thereof, wherever the context so admits or permits shall mean and include herself, her legal representatives, administrators, nominees, executors and assigns AND HEREINAFTER KNOWN AS **PARTY OF THE THIRD PART / PARTNER.**

4) Manisha

1)

2)

5)

3)

4. **Mrs. MANISHA CHORDIA** W/o PRAMOD CHORDIA aged about 42 years, presently residing at No. 112, ST. Marys Road, Vidya Theertha Nagar, Teyanampet, Chennai – 600018 which term or expression shall, unless it be repugnant to the subject or context thereof, wherever the context so admits or permits shall mean and include herself, her legal representatives, administrators, nominees, executors and assigns AND HEREINAFTER KNOWN AS **PARTY OF THE FOURTH PART / PARTNER.**

5. **Mr. NISHANK SAKARIYA** S/o NARENDRA SAKARIYA aged about 35 years, presently residing at No. 45, Halls Road, Kilpauk, Chennai – 600 010 which term or expression shall, unless it be repugnant to the subject or context thereof, wherever the context so admits or permits shall mean and include herself, her legal representatives, administrators, nominees, executors and assigns AND HEREINAFTER KNOWN AS **PARTY OF THE FIFTH PART / PARTNER**

PARTY OF FIRST PART until PARTY OF FIFTH PART HEREINAFTER COLLECTIVELY KNOWN AS "PARTNERS".

WHEREAS, the PARTNERS are desirous of joining into a partnership for the purpose of carrying out business and the parties have mutually agreed to the terms and conditions reordered hereunder subject to which the partnership shall carry on business;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS –

1. **Name**

THAT the business of the partnership shall be commenced and carried on under the name and style of **"M/s. Chennai Holdings"**. The partnership is further authorized to carry on business in any other name or names as per the mutual decision of the partners from time to time.

2. **Registered Office**

THAT the Partnership business shall be commenced and carried on from No. 45, Halls Road, Kilpauk, Chennai – 600 010, Tamil Nadu. The partnership is further authorized to carry on business at such other place or places as may be mutually agreed upon by & between them from time to time.

3. **Business activities to be carried on by Firm**

THAT the main business of partnership shall be to carry on the business of

a) Real Estate Promotions/development of lands which covers the aspects of dealing with all kinds of promotion and any nature of development of a property

b) Real Estate liaison works, mediation and facilitation works in fixing sale, purchase, lease or license or development of lands

c) Investments in Projects of any kind and nature

d) All aspects of Finance related acts and deeds

However, outside the above said scope, the parties have the liberty to carry on any other kind of business and commercial activity in the name of FIRM as the parties mutually agree between themselves from time to time.

4. **Commencement of business**

THAT the partnership shall be effective from 23rd Day of JUNE 2023 and its duration is 'AT WILL'.

5. **Capital contribution & Additional funds by the partners**

a. THAT the PARTNERS shall contribute towards capital account and shall contribute funds towards Capital and/ or Current account, from time to time, as may be required for the purpose of the partnership business and the same shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partners, from time to time.

b. THAT The partners shall be entitled to withdraw any amount during the year, from the partnership towards their share of profit and / or Capital account and / or Current account from time to time as may be decided by the partners by mutual consent.

6. **Profit sharing to partners**

THAT the Net Profits of the partnership business as per the books of accounts maintained by the partnership firm after deduction of all expenses relating to its activities and/or business of the partnership including administration & office expenses like rent, salaries and other expenses as well as interest and remuneration payable to the working partners respectively, in accordance with the clauses 6 & 7 here in above of this deed of partnership or any supplementary deed as may be executed by the partners, shall be divided and distributed between the partners on the close of the accounting year as follows;

S.No	Name of the Partner	Party of	Profit sharing Ratio
1	KALA KOCHAR	First Part	25%
2	KHIMRAJ MISRIMAL SAKARIYA	Second Part	12.5%
3	MEENA SAKARIYA	Third Part	12.5%
4	MANISHA CHORDIA	Fourth Part	25%
5	NISHANK SAKARIYA	Fifth Part	25%

THAT the losses, if any, suffered in any year shall also be borne in the same manner as herein above mentioned.

7. **Books of Accounts**

a. THAT the firm shall maintain all necessary and proper books of accounts and the same shall be closed to profit and loss account on 31st day of March every year. The books of the firm shall be closed for the first time on 31st of March 2024.

A general account of assets and liabilities should be taken on the said day as done by like concerns engaged in the like business.

b. THAT the said account books shall be kept at the business premises and shall be open at all times to the inspection of all the partners hereto who shall be at liberty to take copies thereof and make extracts there-from.

8. **Duties/ Obligations of Partners**

THAT the parties hereto shall be just and faithful to each other in all transactions of the business activities of the partnership and shall render true and correct account to each other as and when the same shall reasonably be required.

9. **Bank Account**

THAT the all Partners hereto and hereby are authorized to open and/or operate Bank Account(s), on behalf of and in the name of the firm, either jointly or severally or by their authorized agent or agents.

10. **Additional finance and loan**

a. THAT the PARTNERS are authorized to raise loan or loans, either jointly or severally, on behalf of and in the name of the firm, from Bank or Banks or from Private party or parties, or from the credit/financial institution or institutions, either on personal security of the partner or partners or by pledging or hypothecating their personal property or the properties of the firm. However, the said loan should be received in the firm's name and also credited in the books of the firm.

b. THAT the assets of the partnership shall not be applied to discharge any other debts or liabilities contracted by any of the partners in their individual capacity. However, loans if any raised by any individual partner on behalf of or for the purpose of the firm can be discharged from the assets of the firm provided they are brought into the account books of the firm.

1) P. Ul

4) Manisha

2)

5)

3)

11. **Responsibilities of Partners**

THAT the PARTNERS are authorized to represent the firm either jointly or severally in any Civil or Criminal Court or Courts, Courts of Insolvency, before all the Judges, District Judges, Magistrates, Collectors, Munsiffs, Registrars, Income-tax and Sales Tax authorities, Official Assignees, Official Receiver, Police Commissioner and Civilian Officers, of the State Governments as well as Central Government, Import and Export Trade Control authorities, Postal Authorities, Customs Authorities, etc.

They are further authorized to conduct all the partnership business and to sign and verify all plaints, appeals, petitions etc., which are to be filed in any Civil or Criminal Court or Courts or before any Officers of the Indian Government or State Government(s) and swear necessary affidavits and certify all written statements and defend all suits brought against the firm or against any of the parties hereto.

12. **Succession of Partnership**

THAT death or retirement of any of the partners hereto shall not *ipso facto* amount to dissolution of the firm and the surviving or the remaining partner/partners, as the case may be, shall be entitled to continue and carry on the business in any manner as they may decide from time to time. In case of death of a partner, the other remaining partners may carry on the business with the legal heirs of the deceased partners and the capital invested by the deceased together with the profit, if any, will accrue to the benefit of their legal heirs.

13. **Admission of new partner**

Any new partner(s) can be admitted to join the firm as a partner with the mutual consent of all partners.

14. **Arbitration Clause**

THAT any dispute or difference which may arise between the parties, or their representatives with regard to the construction, meaning and effect of this deed or any part thereof, or regarding the accounts, profits or losses of the business, or the rights or liabilities of the partners under this deed or the dissolution or winding up of the business or any other matter relating to the partnership shall be referred to arbitrators. In so far as the arbitration is concerned the provisions of Arbitration and Conciliation Act, 1996, shall apply to such arbitration with modification up to the date.

15. THAT any of the above terms may be varied, altered, amended, substituted or added by the mutual consent of the parties hereto and such consent must, as far as practicable, be expressed in writing to the extent possible.

16. In all other respects the provisions of the Indian Partnership Act, 1932 shall apply.

1) P. Ul

4) Manisha

2)

5)

3)

6)

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY, THE MONTH AND THE YEAR HEREINABOVE MENTIONED.

WITNESSES:

1. (RAJESH. L)
No. 27/30, 4th Street,
Cigiritha Palayam,
Kerukkupet, Chennai - 600021

2. (MURALI KRISHNAN)
No: 4/49,50, Ekambaram
Kasi St., Annaze,
Chennai - 600057

SIGNATURE OF THE PARTNERS

1. **[Mrs. KALA KOCHAR]**
PARTY OF FIRST PART

2. **[Mr. KHIMRAJ MISRIMAL SAKARIYA]**
PARTY OF SECOND PART

3. **[Mrs. MEENA SAKARIYA]**
PARTY OF THIRD PART

4. Manisha
[Mrs. MANISHA CHORDIA]
PARTY OF FOURTH PART

5. **[Mr. NISHANK SAKARIYA]**
PARTY OF FIFTH PART