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e-Stamp

Certificate No.	:	IN-TN142371411978 22W
Certificate Issued Date	:	16-Apr-2024 05:01 PM
Account Reference	:	NEWIMPACC (SV)/ tn8012104/ ADAYAR/ TN-CH
Unique Doc. Reference	:	SUBIN-TNTN80121042367990693 5919W
Purchased by	:	VP CONSTRUCTION AND DEVELOPERS
Description of Document	:	Article 46A Partnership
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	100 (One Hundred only)
First Party	:	VP CONSTRUCTION AND DEVELOPERS
Second Party	:	Not Applicable
Stamp Duty Paid By	:	VP CONSTRUCTION AND DEVELOPERS
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

IN-TN142371411978 22W

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP entered at **CHENNAI**, on this **16th Day of APRIL 2024**

BETWEEN

S. Gopinath
S. Gomathy

HF 0004779598

Statutory Alert:
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Certificate No.	:	IN-TN14237509613117W
Certificate Issued Date	:	16-Apr-2024 05:03 PM
Account Reference	:	NEWIMPACC (SV)/ tn8012104/ ADAYAR/ TN-CH
Unique Doc. Reference	:	SUBIN-TNTN80121042368042339910 5W
Purchased by	:	VP CONSTRUCTION AND DEVELOPERS
Description of Document	:	Article 46A Partnership
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	100 (One Hundred only)
First Party	:	VP CONSTRUCTION AND DEVELOPERS
Second Party	:	Not Applicable
Stamp Duty Paid By	:	VP CONSTRUCTION AND DEVELOPERS
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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1. **Mr. GOPINATH** S/o Mr.SRINIVASAN, aged about34 years, residing at No.32A, Madam 1st Street, Thiruporur, Chengalpattu District - 603110, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**,

G. Gopinath
S. Gomathy.

HIF 0004779599

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Certificate No.	:	IN-TN14237881201001W
Certificate Issued Date	:	16-Apr-2024 05:05 PM
Account Reference	:	NEWIMPACC (SV)/ tn8012104/ ADAYAR/ TN-CH
Unique Doc. Reference	:	SUBIN-TNTN80121042368090036 1141W
Purchased by	:	VP CONSTRUCTION AND DEVELOPERS
Description of Document	:	Article 46A Partnership
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	100 (One Hundred only)
First Party	:	VP CONSTRUCTION AND DEVELOPERS
Second Party	:	Not Applicable
Stamp Duty Paid By	:	VP CONSTRUCTION AND DEVELOPERS
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

AND

2. **Mrs. GOMATHY** D/o Mr. SUBRAMANI, aged about55 years, residing at No.32A, MadamStreet, Thiruporur, Chengalpattu District - 603110, which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**,

S. Gomathy.

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3. In case of any discrepancy please inform the Competent Authority.

(BOTH THE FIRST & SECOND PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

WHEREAS the **FIRST & SECOND PARTY** are interested in forming a Partnership under ThePartnership Act 1932 (referred as "act"), and that they intend to write down the terms and conditions of the said formation and

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Name of Firm

1. The Partnership shall be carried on in the name and style of **VP CONSTRUCTION AND DEVELOPERS** and hereinafter referred as **FIRM**

Objectives of Firm

2. The objectives of **FIRM** shall be the following:
    a. To carry on real estate business.
    b. To promote, develop buildings, flats, land, township, farms resorts and to act as contractor, builders, etc.
    c. To buy, sell and deal in land, buildings, flats etc.
    d. To carry business as printing, plotting and copying services.
    e. To carry business as business support services.
    f. To carry business as commission agent, Broker, etc.
    g. To carry on such other lawful business or businesses as the partners shall mutually agree upon from time to time.

Principal place of Profession

3. The **FIRM** shall have its registered office/ Principal place ofprofession at **THIRUPORUR** and/or at such other place or places, as shall be agreed to by the majority of the partners from time to time.

S. Vijay
S. Ramadoss.

4. On Formation of this Partnershipprincipal place of profession shall be carried out atNo.32A, Madam 1st Street, Thiruporur, Chengalpattu District - 603110.

Capital of Firm

5. The initialContribution to the **FIRM** shall be Rs.1,00,000/- (Rupees One Lakh only) which shall be contributed by the partners in the following proportions.

   First Party 77% i.e. Rs. 77,000 (Rupees Seventy Seven Thousands only)

   Second Party 23% i.e. Rs.23,000 (Rupees Twenty Three Thousands only)

6. That the capital required for the profession of Partnership shall be contributed time to time by the partners in such manner in all respect as may be agreed to between them and such capital may be paid interest as may be mutually agreed from time to time at the rate of 9% (Nine Percent) or such other rate not exceeding 12% (Twelve Percent) per annum. or such other rates as prescribed by the Income Tax Act, 1961 as amended from time to time on the balances held in the name of partners whether termed as capital account, current account or otherwise.

Remuneration to Partners

7. That all the **PARTNERS** may be paid salary for the work of the **FIRM** as may be agreed mutually from time to time considering necessities of the business and other factors subject to the provisions of the Income Tax Laws.

Profit Sharing Ratio

8. The First Party and the Second Party are entitled to share profit and losses in the ratio as agreed by the partners

NAME OF PARTNER	SHARE OF PROFIT	SHARE OF LOSS
a. **Mr.GOPINATH**	77%	77%
b. **Mr. GOMATHY**	23%	23%

9. That the duration of the PARTNERSHIP shall be at **WILL.**

Bank Accounts

10. The Firm shall maintain one or more than one bank accounts, with one or more than one bank, whether scheduled, co-operative, or nationalized bank, as may be decided and such account or accounts shall be operated only by Partner at any time including the power to transact with bank on behalf of the firm.
11. It is expressly agreed that the bank account/s of the **FIRM** shall be operated by any one of the Partners.
12. The partners by mutual consent mayborrow the funds from any bank, financial institution, society, co-operative bank or individuals for the purpose of running the **FIRM**and in such cases all the partners will jointly and severally be responsible for the repayment of loans or credit facilities availed by the firm. No partner will be entitled to borrow money in the name of the firm individually and all security documents shall be signed by all the partners. Any individual borrowings of the partners shall not bind either the firm or the other partners.

13. The partners with their mutual consent can acquire movable and immovable properties as and when required for the development of the firm in any place of Profession and also can acquire any Business / Professionhaving objectives similar to this firm in any form whatsoever as may be required by them for the development

G. Gopinath

S. Gomathy

of the firm. It is also agreed that after acquisition of the property, if needed, the partners with their mutual consent in writing can mortgage the property in any bank and financial institution for the purpose of crafting security for the loans and advances to be made for the upbringing of the business and all the partners shall have joint and several liability towards such loan or advances made by the bank or financial institutions. The power to create the mortgage and deposit of the title deed as such shall lie with all the Partners jointly for the loans or advances made by the banks and financial institutions to and in favour of the Firm. The power to execute the loan documents and to admit the acknowledgement of liability as and when required also shall lie with all the Partners of the Firm.

Book of Accounts

14. That the Partners shall keep or cause to be kept the books of account of the **FIRM** at the principal place of its Profession and make all entries therein, and that all such books of account kept shall be closed on 31st March every year or in the case of any necessity on any other date as the Partners may mutually decide. The Partner will be entitled to sign all the bills, vouchers and other papers required to be signed in daily transaction to carry on smooth business. The books of account so maintained by the firm shall be subjected to audit as required by the Income Tax Act or any other act.
15. The books of accounts of the firm shall be kept at the registered office of the **FIRM** for the reference of all the partners.
16. The accounting year of the **FIRM** shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this **FIRM** to 31st March, 2025.

S. Gupta

S. Chowdhury

Admission of New Partner

17. No Person may be introduced/ inducted as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the **FIRM.**

18. The Contribution of the partner may be tangible, intangible, movable or immovable property and the incoming partner shall bring minimum contribution of Rs. 10,000 (Rupees Ten Thousands only)

19. The Profit sharing ratio of the incoming partner shall be decided at the time of admission.

Rights of Partner

20. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said**FIRM** in the proportion of their Contribution.

21. Every partner has a right to have access to and to inspect and copy any books of the **FIRM**.

22. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper, and other partners and the **FIRM** shall have no objection thereto provided that the said partner has intimated the said fact to the **FIRM** before the start of the independent business and moreover he shall not uses the name of the **FIRM** to carry on the said business and shall be within regulations of Chartered Accountants Act.

23. On retirement/ death of a partner, the retiring partner/his legalheirs shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the **FIRM** shall come to an end. Upon the death of any of the partners herein any one of his or her heirs, assignees will be admitted as a partner of the **FIRM** in place of such deceased partner. The heirs, executors and administrators of such deceased

S. Yogi - As
S. Goswamy

partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.

24. It is explicitly agreed that in case of retirement /death of a partner, the goodwill of the firm shall not be calculated and the retiring partner / his legal heirs are not entitled for any goodwill.

25. It is explicitly agreed that incase of retirement, dissolution, division, merger or reconstitution of the Firm,the right of retaining the Firm name**"VP CONSTRUCTION AND DEVELOPERS."** shall be vested only with the first party.

Duties of Partner

26. Every partner shall account to the partnership for any benefit derived by him/her without the consent of the partnership from any transaction concerning the partnership, or from any use by him of the property, name or any business connection of the partnership.

27. Every partner shall indemnify the partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the partnership.

28. Each partner shall render true accounts and full information of all things affecting the partnership to any partner or his legal representatives.

29. Working Partners and shall attend diligently to the Profession of the Partnership and carry on the same for the greatest advantage of the Firm. He shall carry the day to day affairs of the firm in the best interest of the partners with the assistance of the other partners.

Meeting

30. All the matters related to the **FIRM** as mentioned below shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.

    (i) Induction of new partners
    (ii) Expulsion of partners
    (iii) Borrowings
    (iv) Investments
    (v) Adoption of accounts

31. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written to the **FIRM**. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.

32. The meeting of Partners shall ordinarily be held at the registered office of the **FIRM** or at any other place as per the convenience of partners.

33. With the written consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing or Videoconferencing.

34. Every partner shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the **FIRM**.

35. Each partner shall--

    I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the **FIRM** assets against the same and all proceedings, costs, claims and demands in respect thereof.

    II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the **FIRM** and they all shall be the working partners.

Cessation of existing Partners

36. Partner may cease to be partner of the **FIRM** by giving a notice in writing of not less than ninety days to the other partners of his intention to resign as partner.

37. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of **FIRM** with fraudulent purpose.

38. The **FIRM** can be wounded up with the consent of all the partners subject to the provisions of Partnership Act.

G. Gopi M

S. Ramesh.

Extent of Liability of FIRM

39. All business expenses shall be borne by the **FIRM**.

40. **FIRM** is not bound by anything done by a partner in dealing with a person if—

    I. the partner in fact has no authority to act for the **FIRM** in doing a particular act; and

    II. the person knows that he has no authority or does not know or believe him to be a partner of the **FIRM**.

Miscellaneous Provisions

41. The partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—

    I. in the ordinary and proper conduct of the business of the partnership; or

    II. in or about anything necessarily done for the preservation of the business or property of the partnership.

42. The **FIRM** shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the **FIRM**, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

43. If the partnersneed to add, alter, amend, delete or cancel any one or more of the clauses contained herein or reconstitution of the firm, the same will be brought into effect by means of "Supplementary Deed" or "Reconstitution Deed".

44. Where this Instrument of Partnership is not specific on any matters/ contrary to the Provisions of following acts as amended from time to time, The Provisions of acts shall apply.

    a. The Partnership Act, 1932;

45. All disputes between the partners or between the Partner and the **FIRM** arising out of the partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN SIGNED AND DELIVERED BY

G. Gopinath

S GOPINATH
FIRST PARTY

S. Gomathy.

S. GOMATHY
SECOND PARTY

WITNESS

1. J. Srini (J.SRINIVASAN) S/O Jayaraman, No 32A Madam 1st Street, Thiruppur - 603110.

2. D. Suresh Kumar (D.SURESHKUMAR) S/O V.DILLIBABU, NO,10 Gandhi Street, Thiruppur - 603110.



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