

To Public Information Officer,
Cochin Port Authority,
Willingdon Island, Kochi
Kerala 682009

1793

19/12/2024

7600
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SUBJECT: Application filed under Section 6 of the Right To Information Act 2005.

Sir,

I am one among the partners of M/s JAIRAM & SONS, 45/364, GV Ayer Road, Willingdon Island, Kochi, Kerala 682003 since 2009. A copy of the partnership deed is attached herewith.

It came to my attention that without my knowledge or consent, the other partners of M/s JAIRAM & SONS have submitted a new partnership deed and proceedings with the same with the business in Cochin Port Authority. I have the right to know the details of the same.

Please give the following details and documents urgently.

1. Please give me the copy of the present Partnership Deed of M/s JAIRAM & SONS, 45/364, GV Ayer Road, Willingdon Island, Kochi, Kerala 682003 available in Cochin Port Authority.
2. Please give me the copy of the deed showing the change in the partnership from the attached deed presently produced.
3. Please give me the details of the accepting authority and/or approving authority and/or verification authority with their name and designation at the time of accepting the new partnership deed produced by M/s JAIRAM & SONS.
4. Please give me the copy of the latest lease deed executed by M/s JAIRAM & SONS, 45/364, GV Ayer Road, Willingdon Island, Kochi, Kerala 682003 with Cochin Port Authority.

Application fee of RS 10 is paid by the way of Postal Order and I shall pay any further fees required for the documents as and when required. I request your kind-self to issue the above details and documents as early as possible since its urgently required.

Dated this the 12th day of December 2024.

Rupa P. Asher

RUPA PRAVIN ASHER
Partner M/s. JAIRAM & SONS

Purva Eternity
F 703, F Block,
Kakkanad Pallikara Rd,
Kollamkudimugal,
Kakkanad, Kochi,
Kerala 682030

Order No. RTI cell/BPA/1793/2024-S Dt 20/12/2024

Copy of RTI request is forwarded to Dy. CME Estate Divn of GAD, COPA for furnishing the details sought for by the applicant subject to the provisions of RTI Act, 2005. RTI cell on or before 30/12/2024, please

*1/Minister
ADP10 (GAD)
20/12/24*





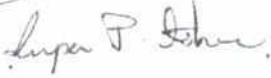



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C 397820

This Deed of Partnership executed on this the 29th day of January 2009 by and between :

1. Sri Pravin Babubhai Asher, aged 68, Son of late Babubhai Jairam Asher, residing at 8/1236, Gujarathi Road, Mattancherry, Kochi-2, hereinafter referred to as party of the first part;
2. Sri Bharat Sursingh Asher, aged 56, Son of late Sursingh Jairam Asher, residing at Apt. No.A5C, Chackolas Habitat, Willingdon Enclave, Thevera, Kochi-13, hereinafter referred to as party of the second part;
3. Sri Rajesh Girdhardas Asher, aged 54, Son of late Girdhardas Jairam Asher, residing at Flat No.22, Century Terrace, Kadavanthara, Kochi-20, hereinafter referred to as party of the third part;
4. Smt. Chanda G Asher, aged 79, W/o late Girdhardas Jairam Asher, residing at Flat No.34, Century Terrace, Yuvajana Samajam Road, Elinjikkal lane, Kochi-20, hereinafter referred to as party of the fourth part;

1.  2.  3. 
 4.  5.  6. 



5. The capital of the partnership shall be Rs.3,00,000/- which will be contributed by all the partners in equal proportion. The partners may also introduce further amounts as may be required from time to time by way of capital, loan or otherwise.
6. The firm shall have right to borrow funds from any person/s, companies, firms, banks, financial institutions, Government and other authorities as may be determined by the partners from time to time, and the firm shall have authority if necessary to charge the assets of the firm as security for such borrowings.
7. The firm may open accounts in any bank or banks as may be agreed to by the partners. Such bank accounts in the name of the firm shall be operated upon by any one of the partners of the firm.
8. It is mutually agreed that all the movable assets and liabilities of the firm as on the date of this agreement be the assets and liabilities of the reconstituted firm.
9. The accounting year of the firm shall be the year ending 31st March every year.
10. Proper accounts for the transactions of the firm shall be maintained by the partners and Profit & Loss account and Balance sheet as on the close of accounting period/year shall be got prepared.
11. a) Interest to partners shall be provided at 12% per annum on the monthly average balances of their capital and current accounts. The partners may decide either to charge interest at lower rate or no interest at all depending on the circumstances.
 b) Parties 1st, 2nd and 3rd parts shall be working partners and shall be actively engaged in the conduct of the day to day affairs of the firm and for such services rendered they shall be paid or provided remuneration as shown below to be divided equally among them.

i) On the profits upto Rs.75000/-	- 90% of such profits
ii) On the next Rs.75000 of profits	- 60% of such profits
iii) On the balance of profits	- 40% of such profits

1. [Signature] 2. [Signature] 3. [Signature]
 4. Chander G. Asher 5. Rupa P. Asher 6. JL Beker

c) Profit for the above purpose shall be reckoned as the net profit as per books of account after charging interest to partners as above and before charging remuneration to partners as above and firm's tax. No remuneration shall be paid in the event of loss in any year.

d) The aggregate amount of remuneration payable to working partners as above shall be subject to the limits under the Income tax Act from time to time.

e) The balance of profit/loss of the firm after charging interest, remuneration under the above provisions and firm's tax shall be apportioned among all the partners in the following proportion :

Sri Pravin B Asher	- 1/6th
Sri Bharat S Asher	- 1/6th
Sri Rajesh Girdhardas Asher	- 1/6th
Smt Chanda G. Asher	- 1/6th
Smt. Rupa Pravin Asher	- 1/6th
Smt Hemangi B Asher	- 1/6th






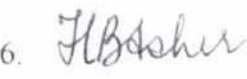
12. The firm has authority to appoint Managers/Officers/Clerical staff and workers as may be required from time to time for the proper conduct of the business of the firm and to pay their remuneration, emoluments and also to take disciplinary action against them.

13. The firm may also get its work done, if exigency of situation arises, through other sub agents, representatives or firms or companies as may be found conducive to the interest of the firm and also to pay commission, brokerage or other remuneration, or expenses including cargo handling expenses as may be decided by the partners from time to time.

14. The partners may by resolution in writing signed by all of them authorize any partner or partners to issue a Power of Attorney to any persons to act for and on behalf of the firm.

15. None of the partners shall, without the consent of the others:

a) Remit or release or compound in whole or in part any debt or sum due to the firm.

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5. Smt.Rupa Pravin Asher, aged 59, W/o Pravin Babubai Asher, residing at 8/1236, Gujarathi Road, Mattancherry, Kochi-2, hereinafter referred to as party of the fifth part; and
6. Smt.Hemangi B Asher, aged 49, Wife of Bharat S Asher, residing at Aptt.No.A5C, Chackolas Habitat, Willingdon Enclave, Thevera, Kochi-13, hereinafter referred to as party of the sixth part; and

WHEREAS the parties 1 to 5 along with Smt.Jaya S. Asher, W/o Late Sursingh Jairam Asher, were carrying on business in terms of the partnership deed executed on 23rd July 2004, in the name and style of JAIRAM & SONS; and

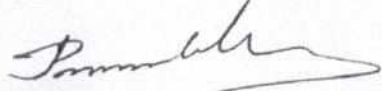
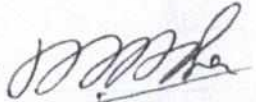
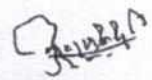
WHEREAS Smt.Jaya S. Asher, passed away on 28.1.09(May her soul rest in peace); and

WHEREAS Smt.Hemangi B Asher(party of the 6th part) has expressed her desire to join the partnership as a full fledged partner, which has been agreed by the parties of the 1 to 5 referred to above; and




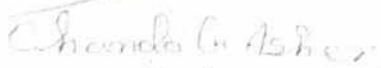


WHEREAS it is thought desirable to reconstitute the partnership by and between the above parties, on the terms and conditions setforth in this deed,

NOW THIS DEED WITNESSETH AS FOLLOWS :

1. The partnership shall take effect from 29.1.2009.
2. The name of the partnership shall continue to be JAIRAM & SONS.
3. The main office of the partnership firm shall continue to be at Willingdon Island, Kochi-3. The firm may also have other places of business/offices as may be decided by the partners from time to time.
4. The main object of the firm shall continue to be to carry on the business of shipping agency, particularly of The Shipping Corporation of India Ltd, clearing and forwarding agent, stevedoring agent; Act as ship chandlers providing provisions and other facilities to ships crew and providing transport facilities; act as commission agents, exporters, importers, Container Logistics Management and Consultants, Leasing of Container Yard, distributing agents and stockists of any commodities, as may be agreed and decided upon by the partners from time to time. The firm may also carry on such other business as may be agreed to and decided between and by the partners from time to time.





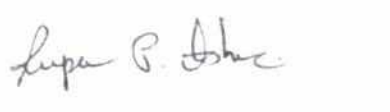

1.  2.  3. 
 4. Chandan G Asher 5. Rupa P. Asher 6. HB Asher

- b) Make any assignment either absolute or by way of mortgage or change or declaration of trust of his share in the assets and profits or interest in the firm.
 - c) Except in the ordinary course of business, dispose of by pledge, sale or otherwise any part of the partnership assets or profit.
 - d) Lend money or deliver goods belonging to the firm except in the ordinary course of business.
 - e) Admit any liability on behalf of the firm in any suit or proceedings except in the ordinary course of business.
 - f) Refer to arbitration any dispute between the firm and third parties.
16. Death or retirement of any of the partners shall not dissolve the firm.
17. In the event of death of a partner or retirement of a partner his/her legal heirs or he/she as the case may be shall be entitled to the amount standing to his/her credit in the capital account/current account if any, as increased or decreased by proportionate share of profit/loss upto the date of his/her death or retirement as the case may be and as reduced by any debts due to the firm by the said partner. For the purpose of this clause, the share of profit/loss of the partnership firm shall be determined at the end of the accounting year in which the event takes places in proportion to number of days he/she was a partner of the firm to the total number of days for the accounting year.
18. The partners shall not be entitled to assign or dispose of or charge their interest in the firm to any person or persons.
19. Each partner shall pay his/her separate debts and indemnify the other partners and the capital and the profit of the partnership firm from any attachment, seizures or sale thereof. Similarly, any partner committing breach of any of the provisions of this deed of partnership shall indemnify the other partners of any loss or damages suffered by him/them on account of such breach.
20. It is mutually agreed that goodwill of the firm shall be determined at the two years multiple of the average of the profits before tax of the preceding 5 years in which each partner shall have equal right.
21. Any alteration, addition or amendment to any of the clauses of this deed evidenced by a resolution in writing signed by all the partners shall be treated as part of this deed and shall have effect as if it were a clause incorporated in this deed.



1. 	2. 	3. 
4. 	5. 	6. 

22. All disputes and questions in connection with the partnership or this deed arising between the partners or between any of the legal representatives of the other or between their respective legal representatives and whether during or after the partnership shall be referred to the Arbitration of two Arbitrators one to be appointed by each party of the dispute and in the case of their disagreement to an umpire appointed by the Arbitrator or in case of their default by the parties themselves.
23. Those aspects which have not been specifically mentioned in this deed shall be determined with reference to the Indian Partnership Act, 1932.

In Witness whereof, the parties hereto have signed this Agreement on the day and year first above mentioned.

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2. 
3. 
4. 
5. 
6. 

Witnesses:

1. G. Jayachandrase Prabhoo.
Sainam & Sons, Coim - 3. 
2. Molerdyr e. Shh.
Sainam & Sons, Coim - 3. 



ADMINISTRATIVE OFFICE,
COCHIN – 682009

संख्या /No. Secy. /RTI Cell/RPA/1793/2025-S

दिनांक: 17.01.2025

सेवा में/To

Ms. Rupa Pravin Asher
Partner M/s. Jairam & Sons
Purva Eternity
F 703, F Block
Kakkanad Pallikar Road
Kollamkudimugal
Kakkanad, Kochi - 682030

Sir,


विषय /Sub : Information under the RTI Act, 2005- reg.
संदर्भ /Ref : Your application dated 12.12.2024 (received in this office on
19.12.2024)

With reference to the above, the information is given below:

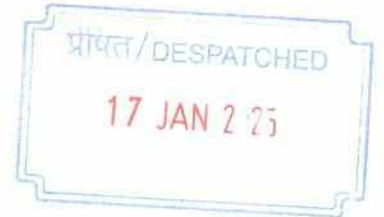
- Sl. No. 1, 2 & 4 - The information cannot be furnished as it is a third party information as per Section 8(1)(j) of RTI Act, 2005.
- Sl. No. 3 - The information requested does not fall under "information" as defined in Section 2(f) of the RTI Act, 2005, hence cannot be provided.

If you are not satisfied with this reply, you may appeal to Deputy Chairperson, Cochin Port Authority, Cochin - 682009 being Appellate Authority against the same. The period within which an appeal could be preferred is 30 days from the date of this communication.

Yours faithfully,


CPIO/Sr. Welfare Officer
General Administration Department
Cochin Port Authority

Received
10/FEB/2025

कोचिन पत्तन प्राधिकरण विलिंगडन आईलैण्ड कोचिन - 682 009 भारत
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