

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

കേരളം केरल KERALA


B 246435

THIS DEED OF RECONSTITUTION executed on this the 10th day of March, 2016 by and between:

1. VINEETH K V, aged 26 years, S/o Vikraman K N residing at Kunnumpurath House, Neervaram Post, Panamaram via, Wayanad District, Kerala State, Pin code - 670721, ; (Driving licence no: 12/646/2010) (Herein after referred to as "CONTINUING PARTNER" which expression shall, unless it is repugnant to the context, mean and include his legal heirs, successors, administrators, assignees or any one claiming through or under him)
AND

2. RANJITH M R , aged 33 years, S/o Rajan M M residing at Marutholil House, Chungam Post, Sulthan Bathery, Wayanad District, Kerala State, Pincode- 673579,; (Driving licence no:12/5483/2008). (Herein after referred to as "CONTINUING PARTNER" which expression shall, unless it is repugnant to the context, mean and include his legal heirs, successors, administrators, assignees or any one claiming through or under him)

1. Vineeth K.V 

2. Ranjith M.R 

No: 32239 Value ₹ 5000 Five thousand only
Date: 10-03-2016
Issued to: Vineeth K.V. Kunnumpurath,

TRUSTEES TREASURY BATHERY
04 MAR 2016

WHEREAS among the above said partners were carrying on a partnership business under the name and style of “**GLOBAL SAFARI HOLIDAYS**” with effect from 05 TH April, 2016; as evidenced by the deed of partnership executed on the same day.

AND WHEREAS the continuing partners, upon the retirement of one of the partners, have decided to reconstitute the firm as an ongoing concern with effect from today subject to the terms and conditions herein contained;

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. COMMENCEMENT OF PARTNERSHIP:

The partnership firm which originally come into force from the date of execution of this partnership deed. The partnership shall be a partnership **AT WILL**.

2. NAME AND STYLE:

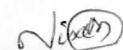
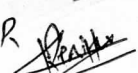
The name of the firm to which the parties to this deed are partners shall be “**GLOBAL SAFARI HOLIDAYS**”.

3. OBJECT

The object of the partnership shall be to carry on business of providing service in the field of Travel and Tour operations, Foreign exchange, Money transfer, Air ticket booking, Rail ticket booking, Bus ticket booking, Arranging accommodation facilities and packaged tourism. The partners may engage in any business as may be agreed among themselves.

4. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the firm shall be at: Room No:179/156, Soorya Arcade of Kalpetta Municipality or at such other place or places as the partners may Hereafter mutually agree for that purpose.

1. Vinodh.K.V. 
2. Raji.M.R. 

5. CAPITAL

The capital of the firm shall be as disclosed by the books of accounts of the firm. The additional capital if any required shall also be contributed by the partners in such proportion as may be decided upon from time to time. The changes due to retirement of partner shall be effected in the capital accounts as per the mutual consent of all the partners.

6. PROFIT/LOSS SHARING RATIO

The net profits or losses of the firm shall be distributed in the proportion of the capital of the partners.

7. INTEREST ON CAPITAL



The partners shall be entitled to interest on the amount standing to their credit in the books of the firm whether they are in the form of capital account, current account, loan account or any such account. Partners may jointly decide to amend this clause if needed in the future.

8. MANAGEMENT OF THE FIRM

The business of the firm shall be managed and conducted by BOTH PARTNERS 1 and 2, 1 shall be called as the Managing Partner of the firm. The Managing Partner shall be competent to represent the firm in all its dealings with third parties and to appear before court of law, quasi-judicial and administrative authorities of the Central and State Governments representing the firm.

9. SALARY TO THE PARTNERS:

Managing Partners/Working Partners shall be actively engaged in the conduct of the business of the partnership. The Managing Partners/Working Partners shall be entitled to a maximum remuneration at the following rates:

- ① Vinod K. V. 
- ② Rajesh A. R. 

Particulars	Total remuneration to all Working partners [A]	Apportionment of total remuneration in column (A) amongst working partners. (B)
On the first Rs.300000/- of book profit or in case of loss	@ 90% of Book Profit or Rs. 150000/- whichever is higher	According to the profit/loss sharing ratio.
On the Balance of book profit	@ 60%	According to the profit/loss sharing ratio.

For the purpose of this clause book profit shall have the same meaning as in explanation 3 to Section 40(b) (v) of the Income-tax Act, 1961. The partners may at any time increase, reduce or waive the above remuneration or change the working partners by suitably passed resolutions at meeting of partners.



The partners shall be entitled to modify the above terms relating to remuneration, interest etc., payable to the partners by executing a supplementary deed and any such deed when executed shall have effect, unless otherwise provided, from the first day of the accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

10. BANK ACCOUNT

The partners shall open account or accounts in the name of the firm with such bank or banks as may be agreed to and the same shall be operated upon by the two CONTINUING PARTNERS jointly.

11. LOANS AND BORROWINGS

THAT the partners may take loan or make borrowings for the purpose of business from banks, government agencies and organizations, governments, private agencies and individuals or other financial institutions on such terms and conditions as may be decided upon by the partners jointly. All such loans taken should fully reflect in the books of accounts of the firm.

1. Vignesh K.V. 
 2. Renuka M. 

12. FINANCIAL YEAR

The financial year shall be the accounting year of the firm. As on 31st March of every year the accounts of the firm shall be closed and Profit and Loss Account and Balance Sheet shall be prepared.

13. MAINTENANCE OF BOOKS OF ACCOUNTS



Proper and regular book of accounts incorporating all the transactions of the firm in detail shall be maintained or caused to be maintained along with the relevant bills, vouchers and other documents shall be kept preserved in the office of the firm which shall be open to inspection by all partners' at all reasonable hours.

14. RETIREMENT OF PARTNERS

Any partner may retire from this partnership by giving three months' notice in writing to the other partners and the accounts with the retiring partner shall be settled on the date on which his retirement become effective i.e. on the expiry of three months from the date of service of notice to the other partners.

15. DISSOLUTION OF THE FIRM

The partnership firm shall not be dissolved on the death or insolvency of any of the partners, the surviving partners shall at their option to carry on the business with the legal heirs/ nominee of the deceased partner. If the legal heirs/ nominee of the deceased partner do not intend to join the firm, the accounts with them shall be settled within three months from the date of death of the partners.

1. Vinod K. V 
2. Ranjith M. R 

MISCELLANEOUS TERMS:

16. THAT no partner shall sell, or alienate in any other manner his share or interest in the partnership firm to any other person without the consent of the other partners obtained in writing.
17. THAT in case any dispute arises thereafter among the partners or representatives of the deceased partner relating to any term or condition or with regard to the partnership assets, the same shall be referred to Arbitration and the provisions of the Indian Arbitration Act shall apply thereto.
18. THAT any of the terms, conditions or covenants aforesaid may be altered, modified or amended by a resolution subscribed by among the partners.
19. THAT the property of the firm shall be held and used by the partners exclusively for the purpose of the business.
20. THAT the partners shall act for the greatest common advantage and shall not act in a manner harmful or detrimental to the interest of the partnership.
21. THAT each partner shall pay and discharge his private debts and shall always keep the partnership and other partners effectually indemnified.
22. THAT new partners may be admitted to partnership by mutual consent of the partners hereto. The partners shall have the option to give benefits of the partnership even to minors who are admitted.
23. THAT the provisions of the Indian Partnership Act shall apply as far as they are not inconsistent or repugnant to any of the foregoing clauses.
24. THAT this partnership deed is prepared in stamp paper worth Rs.1000/- (Rupees One Thousand Only) in value, the original of which shall be retained in the business premises and copy shall be retained with each partner.

1. Vinod K. V. Vinod
2. Prady H. M. R. Prady

IN WITNESS WHEREOF the partners hereto have signed this deed on the day, month and year first above written in the presence of the following witnesses:

1. VINEETH KV

2. RENJITH M R

WITNESSES:

1. Anoop.V.M
 Valipparambilibil (H)
 Moolankave (PO)
 S. Badhery, Nayanad.

2. Haritha. N. R
 Narsijil (H)
 Moolankave (P.O.)
 S. Badhery.