

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

केरल KERALA

182601

**RECONSTITUTION DEED**

**THIS DEED OF RECONSTITUTION** of the Partnership firm "SAVANNA INTERNATIONAL TOURS AND TRAVELS", originally constituted on **24<sup>th</sup> Day of November 2020** is entered into this the **13<sup>th</sup> Day of September 2021** among: -

1. **Augusthy P P**, S/o. Paulo, aged 51 years, residing at Palatty Koonathan House, Thuravoor P. O., Angamaly, Ernakulam, Kerala - 683 572 of the First Part;
2. **Bindu Augusthy**, D/o. Prabhakaran Krishnan, aged 50 years, residing at Palatty Koonathan House, Thuravoor P. O., Angamaly, Ernakulam, Kerala - 683 572 of the Second Part;
3. **Balagopal C S**, S/o. Sivaraman Nair, aged 47 years, residing at Chembakassery House, Kodussery, Vattaparambu P. O., Ernakulam, Kerala - 683 579 of the Third Part;
4. **Vipindas E V**, S/o. Edassery Madhavan Vijayan, aged 37 years, residing at Edassery House, Annamanada P. O., Thrissur, Kerala - 680 741 of the Fourth Part; and

*Augusthy P P*

1. **Augusthy P P**

*Bindu Augusthy*

2. **Bindu Augusthy**

*Balagopal C S*

3. **Balagopal C S**

*Vipindas E V*

4. **Vipindas E V**

*Abitha Shine*

5. **Abitha Shine**

(Contd ..... 2)

NO 20806 | ₹ 5000 Savanna  
13/09/2021  
International Tours & Travels.  
MC Road Angamaly.

*Shobha*  
SHOBHA  
Stamp Vendor  
Angamaly



(2)

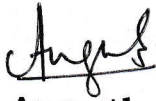
5. **Abitha Shine**, D/o. Cheeran Antony Augustine, aged 39 years, residing at Urumbath House, Valiyapallamthuruth, Chendamangalam P. O., Ernakulam, Kerala - 683 512 of the Fifth Part;

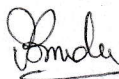
**WHEREAS** the above partners along with the deceased partner Mr. Fasaludheen T A had been hitherto carry on the business by a partnership deed constituted on **24<sup>th</sup> Day of November 2020** under the name and style of "**SAVANNA INTERNATIONAL TOURS AND TRAVELS**". The above said partner Mr. Fasaludheen T A has expired and the amount due to the deceased partner as on the date of death has been ascertained and such amount is paid off to the legal heir of the deceased as per the terms of the partnership deed. It is agreed by the legal heir that they will have no claim and rights in licenses and all the assets of the firm.

**WHEREAS**, the above existing parties are desirous of continuing on business in Partnership for the purpose herein below mentioned;

**AND WHEREAS**, the parties to this Deed have decided to reduce the partnership understanding into a regular deed in writing the terms and conditions agreed to amongst themselves, this deed witnessed as follows:-

1. The Name of the Partnership shall be "**SAVANNA INTERNATIONAL TOURS AND TRAVELS**".
2. The Principal Place of the Partnership shall be at "**Savanna International Tours and Travels**", No.VIII/68-A8, I-CON Towers, Angamaly, Ernakulam, Kerala - 683 572.
3. The main object of the firm shall be:-
  - i. To carry on the business of travel agents and tour operators for travel in India or elsewhere and providing assistance in booking travel tickets including e-ticketing and internet ticketing and reservations for accommodation in hotels, inns, restaurants, shows, concerts, plays, theatres, games, guest houses, and all other types of lodging with bed and breakfast or mere lodgings, visit to safari parks, national parks, museums, bird sanctuaries, reservations including on line reservations for conducting tours by buses, airlines, ships, boats, hovercrafts, whether by way of excursion or otherwise whether package tours or otherwise, sleeping cars, guides, safe deposits, lockers, libraries, reading rooms, rest rooms, recreation room, baggage transport, baggage clearing and forwarding, inquiry bureaus, to act as agents of foreign airlines, ships, ship-owners and other charters and other operators, caterers, storekeepers, interpreters, and instructors of foreign language and guides, members of all club and boards set up by any country or body or promoting tourism hotels and tourist agencies, or cab owners or owners of other transport, agents for advertising and promoting any tours in India and abroad.

1.   
**Augusthy P P**

2.   
**Bindu Augusthy**

3.   
**Balagopal C S**

4.   
**Vipindas E V**

5.   
**Abitha Shine**

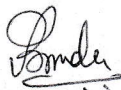
(Contd ..... 3)

(3)

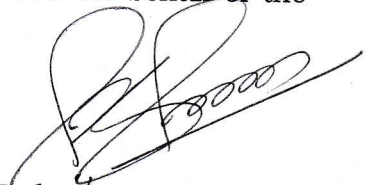
- ii. To provide services relating to international/domestic cargo, arranging crew accommodation, crew transport, worldwide obtaining over flight permissions, landing permission for the flight operating for commercial purpose, arranging of inflight services including catering, aircraft clearing and promoting other products and services provided by third party for travelling convenience etc. and generally to do everything which would facilitate travelling of persons in groups or otherwise and for tourists and operating tours and for that purpose to set up such establishment, office, equipment, transport system and all and other facilities that may be requisite to the carrying on the business of travel agents and tours operators.
  - iii. Any similar or other lines of business as the partners may decide by mutual agreement.
4. The partnership as evidenced by this deed shall be deemed to have come into existence from the **24<sup>th</sup> Day of November 2020**.
  5. The Capital of the Partnership shall be the amount standing to the credit of the Partner's Capital Account from time to time. The Capital Account of the Partners shall be entitled to an **interest @ 12% per annum**.
  6. The Partner of the First Part Mr. Augusthy P P shall be the Managing Partner. Managing Partner shall be responsible for the proper and general conduct of the affairs of the firm.
  7. All the partners shall be entitled to draw salary from the firm and the limit of drawing towards salary shall be the maximum amount payable as per Section - 40(b) of the Income Tax Act in force from time to time.
    - (i) The remuneration so arrived and shall be paid to all the partners in the proportion as decided among them by a resolution to be passed at their meeting at the close of the accounting year and shall be credited to the account of such partners. The partners shall be entitled to withdraw the remuneration for their personal needs from time to time.
    - (ii) The partnership shall be entitled to increase or reduce the above remuneration as the case may be. The parties hereto also agree to revise the mode of calculating the said remuneration as may be agreed to by and between the partners by a resolution to be passed at their meeting.
  8. Managing Partner shall be competent to represent the firm in all its dealings, to sign all contracts and other relevant and necessary documents for and on behalf of the firm by default and no resolution need to be passed separately.



1. Augusthy P P



2. Bindu Augusthy



3. Balagopal C S



4. Vipindas E V

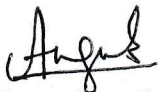


5. Abitha Shine

(Contd ..... 4)

(4)

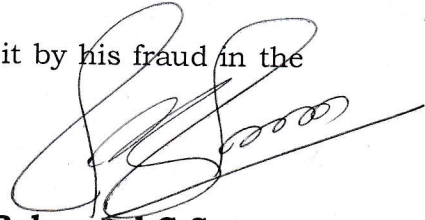
9. The partnership shall have the power to open a Bank Account or Accounts with any bank or banks. All such accounts shall be operated under the signature of the Managing Partner.
10. The Profit or Loss of the firm including capital gain or loss of capital if any shall be divided among and borne by the partners **in the following ratio**
- |                         |              |                          |              |
|-------------------------|--------------|--------------------------|--------------|
| <b>1. Augusthy P P</b>  | <b>- 40%</b> | <b>2. Bindu Augusthy</b> | <b>- 30%</b> |
| <b>3. Balagopal C S</b> | <b>- 10%</b> | <b>4. Vipindas E V</b>   | <b>- 10%</b> |
| <b>5. Abitha Shine</b>  | <b>- 10%</b> |                          |              |
11. The partnership will have the power to lease, pledge, mortgage or otherwise deal with partnership property for the purpose of raising funds for the partnership firm as per decision of the partnership. The firm shall also have power to borrow funds from bank or other financial institutions.
12. No partner can transfer his interest in the firm to any person other than the Managing Partner.
13. Death or insanity of any one of the partners shall not cause dissolution of the firm. In such cases, the remaining partner may carry on the business and the share of the deceased or insane partner shall be transferred to the Managing Partner. The amount due to the deceased or insane partner as on the date of death or insanity shall be ascertained and such amount shall be paid off to the nominee or legal heir of the deceased or insane partner within 6 months from the date of death or insanity, by installments or otherwise, by the Managing Partner on acquiring his share.
14. All the partners shall have the right to retire from the partnership by serving one-month notice in writing to the Managing Partner. In case of the retirement of the partner, his share shall be transferred to the Managing Partner and the amount due to him as on the date of retirement shall be ascertained and such amount shall be paid to the retiring partner within 6 months from the date of retirement, by installments or otherwise by the Managing Partner on acquiring his share.
15. Any alteration, amendment or addition to anyone of the clauses of this deed evidenced by a resolution in writing and signed by all the partners shall be read as a part of this deed and shall have the same effect as if it were a clause incorporated in this deed.
16. Every partner shall indemnify the firm for any loss caused to it by his fraud in the conduct of business of the firm.



**1. Augusthy P P**



**2. Bindu Augusthy**



**3. Balagopal C S**



**4. Vipindas E V**



**5. Abitha Shine**

(Contd ..... 5)

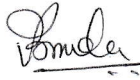
(5)

17. Proper books of account shall be kept wherein all receipts and expenditure of the business shall be entered. The accounts shall be closed at the end of the financial year ending 31<sup>st</sup> March every year or at such other convenient intervals as the partners may deem fit. After closing of the accounts a trading and profit and loss account and Balance sheet shall be drawn up and qualified auditor shall duly audit the same. Such statements of accounts shall bind each party unless some manifest error shall be discovered within three months, in which case such error shall be rectified. The books of accounts shall be kept in the business premises and shall not be taken away except on the mutual consent of the partners.
18. The Partnership is one 'AT WILL' and shall be continued until dissolved by the partners. The firm shall not be dissolved unless and until all the loans taken from any Bank or financial institution is repaid in full.
19. Any dispute or difference of opinion that may arise among the partners or their heirs or legal representatives shall be referred to two arbitrators by common consent. If the two arbitrators do not agree themselves then the matter shall be referred to an umpire chosen by the arbitrators.
20. Indian Partnership Act 1932 will apply to matters not provided for in this deed.

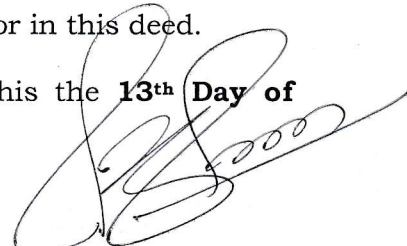
IN WITNESS WHEREOF we the parties to this deed have signed this the **13<sup>th</sup> Day of September, 2021.**



**1. Augusthy P P**



**2. Bindu A Augusthy**



**3. Balagopal C S**



**4. Vipindas E V**



**5. Abitha Shine**

Witness:

1. K. B. PUSHPAJAN  
KALARICKAL HOUSE  
THURAVOOR. P. O  
ANGAMALY - 683572



2. VIVER AUGUSTHY  
PALATTY KOONATHAN (H)  
THURAVOOR. P. O  
ANGAMALY - 683572

