



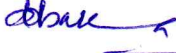
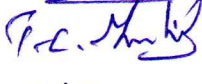

കേരളം കേരल KERALA

690493

FOCUZ MEDICARE & HOLIDAYS


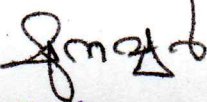
THIS DEED OF RECONSTITUTION OF PARTNERSHIP EXECUTED on 30th day of May 2016 among:

1. MOHAMMED MUNAVAR TC, aged 36 years, S/o TC Abdul Majeed residing at Ithihad house, Chevayur Road, Pulikkal Post, Eranad Taluk, Malappuram District, Kerala 673637; (hereinafter referred to as the "First Partner")
2. MOOSA KOYA MP, aged 53 years, S/o Mohammed Hajee MP residing at Olive, Pourabazaar, Pulikkal post, Malappuram, Kerala 673637; (hereinafter referred to as the "Second Partner")
3. MOHAMED MUBASHIR TC, aged 29 years, S/o TC Abdul Majeed residing at at Ithihad house, Chevayur Road, Pulikkal Post, Eranad Taluk, Malappuram District, Kerala 673637; (hereinafter referred to as the "Third Partner")

- 1) J.C Mohamed Munavar 
- 2 - Moosa Koya. MP. 
3. Mohamed Mubashir TC 
4. Mohamed Mubashir TC. 
- 5 Najeeb Rahman. MP. 

2754
No.....
30.5.16

Rs

5000 
T-C 



4. MOHAMED MURSHID TC, aged 32 years, S/o TC Abdul Majeed residing at at Ithihad house, Chevayur Road, Pulikkal Post, Eranad Taluk, Malappuram District, Kerala 673637; (hereinafter referred to as the "Fourth Partner")

and

5. NAJEEB RAHMAN MP, aged 42 years, S/o Mohammed Hajee MP, residing at Padinharathodi House, Valiyaparamba PO, Pulikkal (Via), Malappuram District, Kerala 673637. (hereinafter referred to as the "Fifth Partner")

WHEREAS the above said partners have decided to constitute a partnership for doing business under the name and style of "**FOCUZ MEDICARE & HOLIDAYS**" with effect from today as per the terms and conditions herein contained:

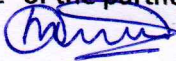



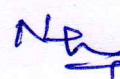
NOW THIS DEED WITNESSETH AS FOLLOWS:

1. **NAME AND STYLE**

The name of the firm to which the parties to this deed are partners shall be "**FOCUZ MEDICARE & HOLIDAYS**".

2. **AT WILL**

This partnership firm shall be deemed to have commenced with effect from today the 26th day of December, 2014 and shall continue as one "AT WILL" of the partners hereto.

- 1) T.C Mohamed Muneer 
- 2- Moosa Koya, M.P. 
3. Mohamed Mubashir, T.C. 
4. Mohamed Murshid T.C. 
- 5 - Najeeb Rahman, M.P. 

3. OBJECT

The main objects to be pursued on incorporation of this partnership firm are as follows: -



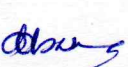
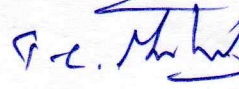

1. To carry on the business of Medical Tourism, providing assistance in choosing best treatment option in India or overseas, providing accommodation in hospitals and hotels, providing a dedicated manager to the patient, and providing visa assistance/medical visa, and airport pick up and drop transportation, extra assistance for disabled patients, interpreters, communication aids, accommodation, private nursing care, special medical services, currency exchange/ insurance cover, tour packages, post-therapy care and insurance services.
2. To carry on the business as package tour operators, daily passenger service operators, tour operators, travel agents, ship booking agents, railway ticket booking agents, airlines ticket booking agents, carrier service agents, tourist agents and contractors, to facilitate traveling and to provide for tourists and travelers, the provision of convenience of all kinds in the way of through tickets, sleeper cars, or berths, reserved places, hotel, motel and lodging, accommodation guidance, safe deposits, enquiry bureaus, libraries, reading rooms, baggage transport and other allied services.
3. To carry on the business of setting up, running and managing educational consultancy, hospitals, health clubs, travel academy, rejuvenation and rehabilitation centres and any other institutes and centers connected with health, tourism and travel. The partners may enter into any other line or lines of business as may be decided upon from time to time.

4. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the firm shall be at 1/366, Kairali Complex, Calicut Airport Junction, Kolathoor, Kondotty, Malappuram, Kerala 673638

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.

1. T.C Mohamed Muneer 
2. Moosa Koya. M.P. 
3. Mohamed Mubashir. M.P. 
4. Mohamed Muneer M.P. 
- 5 - Najeeb Rahman. M.P. 

6. **PROFIT/LOSS SHARING RATIO**

The net profits or losses of the firm after taxation shall be distributed among the partners equally.

7. **INTEREST ON CAPITAL**

The partners shall be eligible for interest on their capital contribution at the rate of 12% p.a. provided that the total interest due to the partners in a year shall not exceed the profit for the year

8. **MANAGEMENT OF THE FIRM**

I. MANAGING PARTNER:

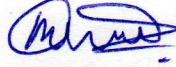


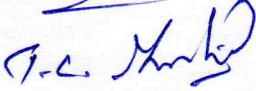

The business of the firm shall be managed and conducted by Mr. MOHAMMED MUNAVAR TC, the First Partner and he shall be called as the Managing Partner of the firm.

- (a) 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.
- (b) The Managing Partner shall be responsible for the financial management of the firm.
- (c) He shall be competent to appoint, remove, promote or demote human resources of the firm as and when necessary.
- (d) He shall be responsible for calling, holding and controlling all types of meetings in the firm.
- (e) He shall be the final approving authority to all dealings and activities concerning the firm.

II. CHIEF EXECUTIVE OFFICER (CEO):

The partners of the firm may appoint a Chief Executive Officer (CEO) from among themselves or from outside exclusively to deal in international agreements and transactions.

The duty of CEO shall be to enter into and sign international agreements as per the instructions of the Managing Partner, in the absence of the Managing Partner and General Manager.

1. T.C Mohamed Munavar 
2. Moosa Royer. M.P. 
3. Mohamed Mubashir. T.C. 
4. Mohamed Muzahid T.C. 
5. Najeeb Rahman. M.P. 

III. GENERAL MANAGER:

The partners may appoint a General Manager for assisting the Managing Partner in the daily conduct of the business of the firm. The duties of the General Manager shall be, but not limited to; -

- (a) Management of day to day activities and business of the organizations and reporting to the Managing Partner.
- (b) Assigning duties and targets to staff, supervision and control of the work environment and collecting feedbacks from staff.
- (c) In the absence of the Managing Partner, he shall be competent to take up those responsibilities of the Managing Partner from among those mentioned above with the consent of the partners.
- (d) Such other duties and responsibilities partners may define from time to time.

9. SALARY TO PARTNERS

The Managing Partner 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:

| the first Rs. | Total remuneration to all working partners. | Apportionment of total remuneration in column (a) amongst working partners. |
|--|---|---|
| On Particulars 300000/- of book profit or in cases of loss | (a) Rs. 150000/- whichever is higher | (b) 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.

1. T.C Mohamed Ahmad
2. Moosa Raja - M.P. Raja
3. Mohamed Mubasher. T.C
4. Mohamed Anwarid T.C. T.C. Anwarid
5. Najeeb Rahman. M.P. Najeeb

The partners shall be entitled to modify the above terms relating to remuneration, interest etc., payable to the partners by executing a supplementary deed subject to the limits laid down by any applicable act at that time 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 Bank accounts including loan/cash credit accounts of the firm shall be opened and operated individually by the Managing partner, viz; MOHAMMED MUNAVAR TC, Thus the Managing partner, viz; MOHAMMED MUNAVAR TC, individually shall have the power to operate upon the bank accounts and to sign cheques, hundies, promissory notes and other negotiable instruments on behalf of the firm.

11. LOANS AND BORROWINGS



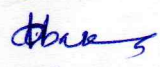
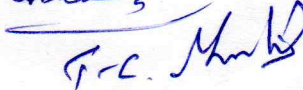

THAT the partners may take loan or make borrowings for the purpose of business from banks, government agencies and organizations, governments, private agencies and individuals or other financial institutions on such terms and conditions as may be decided upon by the partners jointly. All such loans taken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

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.

1. T.C. Mohamed Munavar 
2. M. Razaq - M.P. 
3. Mohamed Qubushir - T.C. 
4. Mohamed Mursheed - T.C. 
5. Najeeb Rahman - M.P. 

14. RETIREMENT OF PARTNERS


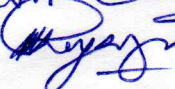
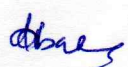
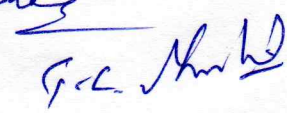

Any partner may retire from this partnership by giving three months' notice in writing to the other partners and the accounts with the retiring partner shall be settled on the date on which his retirement become effective i.e. on the expiry of three months from the date of service of notice to the other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

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.

1. P.C. Mohamed Muzaffar 
2. Mubashir Koya, M.P. 
3. Mohamed Mubasher, P.C. 
4. Mohamed Muzahid P.C. 
5. Najeeb Rahman, M.P. 

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.5000/- (Rupees Five Thousand Only) in value, the original of which shall be retained in the business premises and copy shall be retained with each partner.

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:

WITNESSES:

- | | |
|--|---|
| <p>1. Parveen. A. Parveen Mangil Kizhupalli Pottammel P.O. Pantheerankavu. Puthoomadlam - 673019</p> | <p>1. MOHAMED MUNAVAR TC </p> |
| <p>2. NIYAS. NIL MANDOTHUM PARAMBILAM, PO, THAVANUR VIA, KUZHIMANNAR Pin, 673641.</p> | <p>2. MOOSA KOYA MP </p> |
| | <p>3. MOHAMED MUBASHIR TC </p> |
| | <p>4. MOHAMED MURSHID TC </p> |
| | <p>5. NAJEEB RAHMAN MP </p> |

