



THIS DEED OF PARTNERSHIP is reconstituted and executed on the 11th day of November Two Thousand and Five by and between (1) **Mr. M. JESU AMIRTHAM**, Son of Mr. A. Maria Yacob, aged **46 yrs**, residing at **House No.104, Kalapaka Nagar, Chakkai Trivandrum**, herinafter called as the first party, And (2) **Mr. M. SAHAYA RAJ**, Son of Mr. A. Maria Yacob, aged **44 yrs**, residing at **St. Antony Streer, Rajakamangalam Thurai, Kanyakumari District**, hereinafter calles as the Second party, (3) **Mr. M. EDWIN**, Son of Mr. A. Maria Yacob, aged **33 yrs** residing at **St. Antony Street, Rajakamangalam Thurai, Kanyakumari District**, hereinafter called as the third party;

Whereas the above parties hereto have been in partnership carrying on the business of travel agency under the name and style, "**MANGALAM TOURS AND TRAVELS**" as per the deed of Partnership executed on the 1st day of April 1996.

AND WHEREAS they have mutually agreed to alter certain conditions governing the said firm.

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESS THAT:-

1. The name of the Partnership firm shall be "**MANGALAM TRAVEL & TOURS**".


First Party



Second Party


Third Party

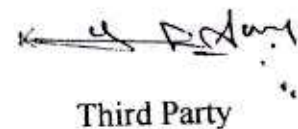




2. Trivandrum will be the principal place of partnership and the Head Office address will be Mangalam Travel & Tours, 1st Floor, Our Tower, Vellayambalam, Trivandrum, and whereas Mangalam Tours and Travels at 2nd Floor, Subramanya complex, Veppamoodu Junction, Nagercoil will be treated as the branch and the same will be renamed as "Mangalam Travel & Tours". But the parties are at liberty to carry on the business at any place(s), which the partners may agree upon from time to time.
3. The duration of the partnership shall be at will and shall not be determined as regards other partners by reason of death, incapacity, bankruptcy, retirement, resignation, and expulsion of any partner (s).
4. The business of the partnership shall be
 - a) To carry on the business of travel agency and tour operation with or without IATA Accreditation.
 - b) To carry on such other activities that can be conveniently and advantageously carried out by the partnership as may be decided upon by the partners from time to time.


First Party


Second Party


Third Party

5. The capital of the partners shall be Rs.3,00,000 (Rupees Three Lakhs Only) as detailed below;

a) M Jesu Amritham	:	1,00,000
b) M Sahayaraj	:	1,00,000
c) M Edwin	:	1,00,000

6. The terms of this deed shall come into effect immediately.

7. The parties to this deed are at liberty to admit further persons into the partnership on such terms as may be decided by them, provided that such admission shall have the consent of all the parties;

8. The First party Mr. M Jesu Amritham is in charge of the Management of the affairs of the Partnership and he shall be styled as "Managing Partner".

9. Simple interest at the rate of 12% p.a. for the relevant accounting period shall be payable by the partnership on the amount standing to the credit of the Capital account, Current account, Loan account or other accounts of the partners. If there is any debit balance in the account of any partner, interest at the above rate shall be payable by him/her. The partners shall be at liberty to increase or reduce the above rate of interest from time to time.

10. The first, Second and Third parties have agreed to actively look after the day-to-day affairs of the firm and they shall be the working partners of the firm. The partners from time to time shall decide their duties and powers;

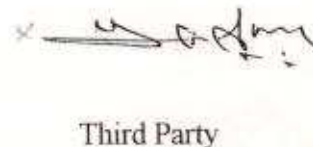
11. It is agreed by and between the parties hereto that they shall devote their time and attention for the conduct of the affairs of the business of the partnership and shall be entitled to draw the following amounts by way of remuneration from the partnership firm:-

(a) Up to book profits of Rs.75,000/- or lower or in case of loss, to the extent of Rs.50,000/- or at the rate of 90% of the book profits which ever is more.

(b) On the next Rs.75,000/- of book profits at the rate of 60% of the book profits.


First Party


Second Party

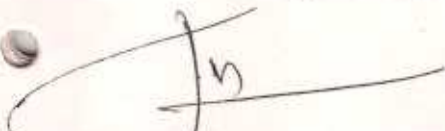

Third Party

(c) On the balance of book profits at the rate of 40% of the book profits.


The remuneration computed as above, shall be shared by the partners as under;

a) Mr. M Jesu Amritham	:	45%
b) Mr. M Sahaya Raj	:	29%
c) Mr. M Edwin	:	26%

12. The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partners as the case may be. The parties here to may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.
13. The profit or loss of the partnership business as per the accounts maintained, after deduction of all expenses as well as interest and salary payable to the partners in accordance with this deed of partnership or any supplementary deed shall be divided and distributed amongst or borne by the partners equally.
14. The operation of the accounts and deposits with any bank or banks shall be by the first partner or his representative in the state of Kerala and by any one of all the three working partners in all other states
15. The partners shall keep and maintain proper books of account of the partnership business and such book of account shall be open for verification at any time to all the parties to this deed and they shall also be entitled to take out extracts of the same.
16. Every year on the 31st day of March, an account of the partnership shall be prepared showing clearly its profits or losses, assets and liabilities and such other information as ordinarily reflected in business of similar kind.
17. Any dispute or difference of opinion arising in between the partners shall be settled by arbitration and for this purpose, the provisions of the Indian Arbitration Act, 1940 or any statutory modifications or re-enactments thereof for the time being in force, shall apply.


First Party


Second Party


Third Party

18. The parties shall pay off their individual and personal liabilities and shall not allow anybody to attach the capital or assets of the firm for their private or other liabilities.
19. The terms of the partnership may be varied, altered, amended, or substituted by mutual consent of the parties, such consent being expressed in writing.
20. Borrowings for the purpose of the business from banks or others, either on security or otherwise shall be made only with the written consent of all the parties hereto. The partners hereto shall be entitled to hypothecate or pledge the firm's assets, both movables and immovable, for obtaining such loans and other credit facilities from banks, financial institutions and others.
21. That in all matters not covered by this deed, the provisions of Indian Partnership Act, 1932, shall apply.

IN WITNESS WHEREOF the within named parties have signed and delivered this deed, the 11th day of November, Two Thousand and Five first above written.

In the presence of witnesses

1. Anil. J
K R A-20, Pattom
Trivandrum.
2. Manju Arun,
Chellamma Bhawan,
Nalanchira (P.O)
Trivandrum - 15.



भारतीय गैर न्यायिक



INDIA NON JUDICIAL

FORM A
केरल KERALA (see Rule 5)
REGISTER OF FIRMS

02AA 740677

(Maintained under Section 59 of the Indian Partnership Act, 1932)

1. Serial number of Firms : 1861/05
2. Name of Firm : MANGALAM TRAVELS & TOURS
3. Date of Registration : 24.11.05
4. Duration of the Firm : At Will

5. Address Date of Change Remarks

Ist Floor T C 9/751
Our Towers,
Vellayambalam, Tvpm

6. Partners

Name of the Partners Addresses Date of Joining Date of Ceasing Remarks

1. M. Jesu Amirtham 104, Kalpaka-Nagar, Chakkai, Tvpm 1.4.96
2. M. Sahaya Raj St. Antony Street, Rajakamangalam-Thurai, Kanyakumari "
3. M. Edwin "

Contd. 2



7. Principal Place of business and changes therein

Particulars regarding the place	Date of Change	Remarks
1st Floor, T C 9/751, Our Towers Vellayambalam, Thiruvananthapuram		

8. Other Place of business

Name of the Place	Date of		Remarks
	Opening	Ceasing	
2nd Floor, Subramanya- Complex, 68/23/699.S Veppamoodu Jn. Nagercoil			

Name of Firm : Mangalam Travel & Tours

Serial number of the document	Description of the document	Date of Filing	Signature of Registrar
1/05	58 (1)	24.11.05	Sd/- REGISTRAR FIRMS

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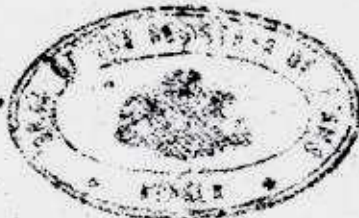
Typed by : ND

Compared by : 1. Reader : C. Sanal G

2. Examiner

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Thiruvananthapuram,
28/9/2006



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REGISTRAR OF FIRMS.