



केरल KERALA

B 297189

This instrument Evidencing the partnership entered into on this the twenty fourth day of October, Two thousand and six, between;

1. Raju Kannampuzha aged 38 years, s/o. Sri. K.C. George, residing at Kannampuzha House, Mooleppadom Road, Kalamassery, hereinafter called the first partner of the first part;
2. C.N. Haridasan, aged 38 years, S/o. Sri.C. Narayanan, residing at Cheriappilly House, Athani P.O., hereinafter called the second partner of the second part;
3. T.R Anil Kumar, aged 37 years, S/o. G. Rajappan Nair residing at Thoniyil Anil Sadanam, East Kadungalloor, hereinafter called the Third partner of the Third part;

Whereas the above parties decided to start a business in partnership under the name and style 'Nature Destinations' at Ernakulam, by virtue of a partnership deed dated 24th day of October 2006.

1. Raju Kannampuzha
2. C.N. Haridasan
3. T.R.Anilkumar

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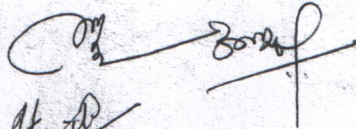
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Terms and conditions of the instrument, the deed is drawn up on this.

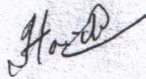
NOW THIS DEED WITNESSETH AS UNDER

1. The name of the partnership firm shall be "NATURE DESTINATIONS" the business of the partnership shall be carried on in this name or in any other name as may be agreed upon by the partners from time to time.
2. The office of the firm shall be at ERNAKULAM for the time being. The partners may carry on the business at ERNAKULAM or at any other places as decided by the partners from time to time.
3. The business of the partnership shall be as follows:
 - a) Destination Management
 - b) Tourism related activities
 - c) The partners may carry the above business or such other business that the partners may decide to carry on from time to time
4. The initial capital of the firm shall be a sum of Rs. 30,000/-, which shall be brought into the firm in equal shares by the partners on the date first above-mentioned. The amount standing to the credit of the account of the partners in the book of accounts of the firm thereafter from time to time shall be his share in the capital of the firm.
5. In the event of a partner retiring from this firm he shall be entitled to the balance standing to the credit of his account in the books of the firm as on the date of retirement after giving effect to the share of profit/loss

1. Raju Kannampuzha



2. C.N. Haridasan



3. T.R. Anil Kumar



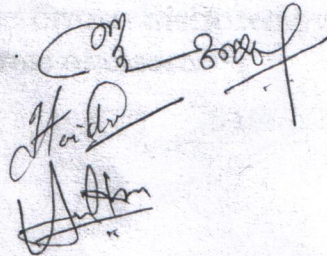
Of the retiring partner for the period up to the date of retirement. The goodwill if any shall vest the partnership and partners shall not be entitled to the same in the event of their retirement from the firm.

6. The books of account as are usually maintained in a business of similar nature shall be caused to be maintained and such books of accounts shall be closed on the 31st day of March 2007 for the first time and thereafter the end of March every year. All such book of accounts shall be kept at the registered office of the firm shall be open to scrutiny and inspection by any of the partners. Such books of accounts as are necessary shall be caused to be maintained at places other the registered office where the business of the firm is carried on.
7. The partnership shall prepare a statement of Profit & Loss account for the year of the period of closing of accounts and balance sheet as at the closing date of each period or year as the case may be.
8. The party of the FIRST PART shall be the Managing partner of the firm. He will be designated the Chief Executive officer of the firm and will be liable for the management of the day – to – day affairs of the firm. He is also authorized to represent the firm in all legal proceedings in the name of the firm, for and on behalf of the firm and against the firm. He is also authorized to sign all plaints, Written statements and other documents to

1. Raju Kannampuzha

2. C.N. Haridasan

3. T.R. Anil Kumar

Handwritten signatures of the three individuals listed. The first signature is for Raju Kannampuzha, the second for C.N. Haridasan, and the third for T.R. Anil Kumar. There are some additional marks and scribbles around the signatures.

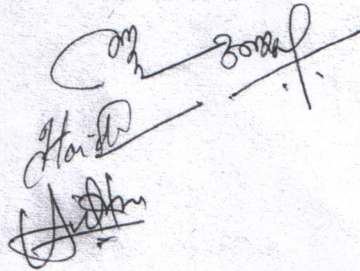
be filed before the state Government, Central Government or Quasi Government authorities in connection with the business of the firm. He shall consult and take the advice of the other partners in all important matters that may affect the firm. He is authorized to appoint or remove workers, staff and managers and to fix their remuneration for the smooth conduct of the business of the firm. He is also authorized to delegate necessary power to the manager to be appointed for the purpose of the running of the business of the firm.

9. The party of the second part will be designated Director Creative of the firm and will be responsible for the creative functions of the firm and the party of the third part will be designated Director Operations and will be responsible for the execution of the firm's business activities
10. The partners shall be entitled to interest @ 12% per annum on the amount standing to the credit of their account in the firm. Such interest shall be calculated on monthly rests.
11. The partner shall be entitled to draw remuneration from the firm such sums not exceeding Rs. 50,000/- per month each such that however the remuneration payable shall not exceed the limits specified in the Income Tax Act 1961 from time to time or in any statutory modification or amendment thereof.
12. The net Profit or loss of the firm as disclosed by the profit and loss account drawn up in the terms of clause 7

1. Raju Kannampuzha

2. C.N. Haridasan

3. T.R. Anil Kumar

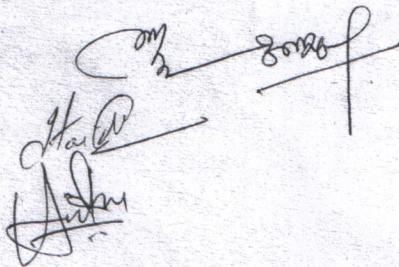


Above and after giving effect to clause 10 and Clause 11 above shall be shared or borne by the partners as follows:

1.	PARTY OF THE FIRST PART	33.34%
2.	PARTY OF THE SECOND PART	33.33%
3.	PARTY OF THE THIRD PART	<u>33.33%</u>
	Total:	<u>100.00%</u>

13. The firm has got authority to borrows from banks, financial institutions and third parties and to accept goods on credit from third parties. The managing partner is specially authorized by the firm to enter into relevant arrangements and to execute necessary documents in this regard on behalf of the firm.
14. The firm may open account or accounts with any bank or banks for the business of the firm and such account or accounts shall be operated jointly or severally by the partners or such persons specially authorized by the partners from time to time.
15. The relationship between the partners shall be governed by the provisions of the Indian Partnership Act, 1932, save and except that on the death or retirement of a partner the firm shall not stand dissolved but shall continue to be carried on by the surviving partner and the legal representatives of the deceased partner, under such terms and conditions as may be mutually agreed.
16. The partners may alter, rescind, or modify any of the clauses to this deed by a resolution passed at a meeting of the partners held in this regard.

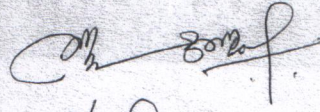
1. Raju Kannampuzha
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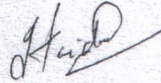
17. Any dispute or difference of opinion between the partners relating to the affairs of the partnership or in the interpretation or enforcement of any of the provisions of this deed shall be enforcement of any of the provisions of this deed shall be settled by resort to arbitration in the manner as provided in the ARBITRATION AND RECONCILIATION ACT 1996 or any statutory amendment or modification thereof.

IN AGREEMENT THEREOF EXECUTED ON THE DAY FIRST
HEREINABOVE MENTIONED.

PARTY OF THE FIRST PART



PARTY OF THE SECOND PART



PARTY OF THE THIRD PART



WITNESS TO THE ABOVE SIGNATURES

Pravitha P.



LAKSHMI MANGAYIL

POONITHURA P O

ERNAVAKULAM.

1. B. Raghunath
Maniyappillil house
Chottakkattalane,
OLUVA.