

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

കേരളം केरल KERALA

D 342251

THIS DEED OF PARTNERSHIP Executed on this the 20th day of September 2011 BY AND AMONGST.

1. SAM SREEDHARAN, S/O Late Dr.P.I.Sreedharan , aged 34 years, residing at Manamplavil House, Koothattukulam P.O, Ernakulam-686662, Ernakulam District in the State of Kerala, hereinafter called the FIRST PARTNER:

AND

2. VENU M.S, S/O Late Mr.Subramanian Melikkattil House, Poochinipadom, Urakam P.O, Thrissur -680562 district in the State of Kerala, hereinafter called the SECOND PARTNER:

1. SAM SREEDHARAN

2. VENU M.S

For SEASONAL TRIP

Partner



6258 : 20.9.2011

1000/-
Jm Lme

Seasonal Trip
Kadavam Thos.

WHEREAS, the above partners have joined into partnership for the purpose of carrying on the business of trading and services of Tourism, Travel, Franchisee Development in Tourism, Multi level Marketing, as per the terms and conditions orally discussed and decided upon amongst the partners:

AND

WHEREAS the partners consider if necessary, expedient and to be in the best interest of the partners as also others concerned to reduce the various terms and conditions so orally agreed upon to writing and on proper stamp paper,

NOW THIS DEED WITNESSETH as follows:

TERMS AND CONDITIONS

1. NAME OF PARTNERSHIP

The name of the partnership shall be M/s. SEASONAL TRIP

2. DATE OF PARTNERSHIP

The partnership under this deed has commenced as from the 20th day of September 2011, as per the terms and conditions orally discussed and agreed upon among themselves

3. DURATION OF THE PARTNERSHIP

The duration of the partnership shall be 'AT WILL'

4. OBJECTS

The object of the partnership is to carry on the business of trading and services of Tourism, Travel, , Multi level Marketing,. The firm may however , enter into any line or lines of business as the partners may decide from time to time.


1. SAMSREEDHARAN


2. VENU M.S

For SEASONAL TRIP


Partner



5. PLACE OF BUSINESS

The principal place of business shall be at No.28/447, Club Road, Girinagar Cochin-682020, Ernakulam District, Kerala. The firm may open such other place of business as the partners may decide from time to time. If the partners consider it necessary, the principal place of business may also be changed to such other place or places as may be decided by the partners from time to time.

6. CAPITAL

The funds required for the purpose of partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon. Interest at the rate of 12% P.A simple interest or such lower/higher rate as may be prescribed under Section 40(b) (iv) of the Income Tax Act, 1961, or any other applicable provisions as may be in force for the income tax assessment of the partnership firm for the relevant accounting period shall be payable by the firm on the amount standing to the credit of the capital and / or current or loan account or the other accounts or the partners. The partners shall be at liberty to increase or reduce the above rate of interest from time to time.

7. PROFIT AND LOSS SHARING

The net profit/loss of the partnership business as per the accounts maintained by the partnership after deduction of all expenses relating to trading activities of the partnership including rent/salaries and other establishment expenses as well as interest and remuneration payable to the partners in according with this deed of partnership or any supplementary deed as may be executed by the partners, shall be divided and distributed amongst the partners in the following proportion:

Ist Partner	:	50%
IInd Partner	:	50%


1. SAM SREEDHARAN


2. VENU M.S

For SEASONAL TRIP


Partner



8. MANAGEMENT.

First Partner viz Sam Sreedharan and Second Partner viz Venu M.S shall be the Partners and they shall attend to all details relating to the day-to-day conduct of the firm's business either individually or jointly.

The partners shall be have inter-alia the following powers valid only if signed mutually:

(a) To enter in to any kind of contract or any undertaking for and on behalf of the firm with the Central Government or State Government or any International Companies or Local Authority or individuals or associations of persons and to execute and perform all obligations and accept all benefits for and on behalf of the firm

(b) To draw, make, sign, endorse, negotiate, retire or satisfy bills of exchange, cheques, orders of the payment or securities or any document in relation to the business of the firm.

(c) To commence, prosecute and to defend, compound and abandon all actions, proceedings, suits, claims, demands etc, in relation to the business of the firm, to verify and present any documents, pleading or other instruments in writing to appoint any Pleader or Advocate or Practitioner or Chartered Accountant for the said purpose and to obtain any legal advice affecting the firm to represent the firm before any Local Authorities or others and to do all acts and things effecting the business of the firm before any Civil, Criminal or Revenue Courts or other bodies or persons.

(d) To acquire properties both movable and immovable rights therein for and on behalf of the firm.

(e) To borrow any money by pledging or mortgaging any goods or any other assets belonging to the firm.

(f) To appoint necessary staff to carry on the business of the firm and to exercise disciplinary control over such staff.




1. SAM SREEDHARAN

For SEASONAL TRIP



Partner

2. VENU M.S

9. REMUNARATION TO PARTNERS.

All the partners have agreed to actively devote their time and attention to the day to day business of the firm, and they shall be entitled to draw yearly remuneration as under:-

(i) The yearly remuneration payable to the above partners shall be calculated as a percentage of the book profits for each accounting year in the following manner.

(a) In respect of First	Rs. 75,000/-	50% or Rs.50,000 Which ever is more.
(b) In respect of the next	Rs.75,000/-	60%
(c)) In respect of the next	Rs.75,000/-	40%

The yearly remuneration shall be divided and distributed among the partners in the ratio 1:1 to First Party and Second Party respectively.

(ii) For the purpose of the above calculation the book profits shall be calculated on the basis of book profits as shown by the books and computed as provided in Section 28 to 44 d (chapter IV-D) of the Income Tax Act without deducting the remuneration paid or payable to the partners for the relevant accounting year.

(iii) The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other partner. The parties hereto may also agreed to revise the mode of calculation the above remuneration and decide to pay salary and grant the benefit of the house rent allowance, rent free quarters, motor car or conveyance allowance, medical expenses, accident and /or life insurance policy premium, provident fund, gratuity, bonus ,commission on sales/gross receipts and / or other benefits to the above and/ or other partner or partners either on monthly or yearly basis as they may mutually agree upon.

(iv) The partners shall be entitled to withdraw any amount during the year from the partnership towards their yearly remuneration, share of profits or out of their current, loan or capital account from time to time as may be decided by the partners by mutual consent.

1. SAM SREEDHARAN

For SEASONAL TRIP

Partner



2. VENU M.S

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

10. LOANS.

The firm may borrow such sums as are necessary form Banks or bankers or others at such rates of interest as may be agreed to by the partners. Documents in this connection shall be executed by any one of the partners. Documents like bills, bundies etc. as are incidental to the ordinary working of the firm need be signed by any one of the partners.

11. OPERATION OF BANK ACCOUNTS.

The firm may open accounts with such Banks or Bankers as may be decided form time to time. All such accounts shall be operated by both of the partners together.

12. DRAWINGS

Each partner is entitled to draw from out of his accounts in the firm such sums as may be decided form time to time towards his share of profits for the year and it the amounts so drawn in above year exceed his share of profits for the year and then the same shall be either refunded or carried forward for adjust to the subsequent years profits. However in exceptional circumstances and subject to finance permitting the partners may draw in excess of the above limits.

13. ACCOUNTS.

- (i) The accounts of the partnership shall be properly and regularly maintained and kept at the Registered office of the firm under the direction and supervision of the Partners or of such other person as authorized by the partners and the same shall be open for inspection of partners or their agents duly authorized in writing in this behalf at all reasonable times and they are also entitled to take such extracts thereof as they deem fit.

1. SAM SREEDHARAN

For SEASONAL TRIP

Partner

2. VENU M.S



- (ii) *The accounts of the partnership shall be closed on the last day of March every year. On that date, a general account shall be taken of all the assets and liabilities of the Partnership, a profit and loss Account and a Balance Sheet shall be prepared and the same when signed by the partners shall be binding on all the partners except in the case of some manifest error in which event the same shall be rectified.*

14. LICENSE, REGISTRATION, ETC.

It is expressly agreed among the partners that if any license or registration taken in the individual name of any of the partner or any other agreement is entered in to by any partner for and on behalf of the firm, then they shall be the property of the firm, and the partners shall have equal right over such licenses and agreements. They shall also be the property of the firm and not of the person in whose name they stand. It is also the duty of the firm to act according to the terms and conditions of such contracts, agreements or licenses for the purpose of the business.

15. GENERAL

- i. *No partner shall without the consent in writing of the other partner, assign, transfer or mortgage his share or interest in the partnership to any other person*
- ii. *In the case of death or retirement of any of the partners, the firm shall not be dissolved, but shall be continued by the remaining partner along with the heirs or legal representatives of the deceased partner or with such of the legal representatives and on such terms and conditions as may be decided by the remaining or surviving partner and legal representatives of the deceased partner as the case may be.*

1. SAM SREEDHARAN

For SEASONAL TRIP

Partner

2. VENU M.S




- iii. *In the event of the retirement or death of any partner, the retiring partner or the legal representatives of the deceased partner shall be entitled only to the amounts as disclosed by the books of accounts on the date of retirement or death as the case may be, less the amounts that may be found to be due to the firm from him. The retiring partner or the legal representatives of the deceased partner shall not be entitled to any Goodwill, which shall absolutely vest with the remaining partner.*
- iv. *All questions arising in or relating to the management and administration of the partnership business and any difference of opinion between the partners either as regards to any provisions in this deed or any other matter relating to the business shall be decided in accordance with the provisions of the Indian Arbitration Act, then in force.*
- v. *Any alteration, amendment or addition to any clause of this deed may be made by resolution of the partners and the same shall be read as part of this deed.*
- vi. *In all matters connected with the partnership and not expressly provided for herein in this deed, the relationship of the partners hereto shall be governed by the provisions of the Indian Partnership Act as amended from time to time.*
- vii. *The original of this instrument in stamp paper worth Rs.1000/- duly signed by the partners shall be kept at the Registered office of the firm and each partner shall be entitled to a copy thereof duly signed by all the partners.*


1. SAM/SREEDHARAN

For SEASONAL TRIP


Partner


2. VENU M.S





KERALA

PARTNERSHIP DEED

This Deed of Partnership is entered in to on the 27th day of November, 2014 by and among:

1. Mr. SAM SREEDHARAN, aged 38 years, S/o. Late P. I. Sreedharan, residing at Manamplavil House, Koothattukulam P.O., Ernakulam - 686 662 hereinafter referred to as the First Partne of the First Part, and
2. Mrs. RACHEL MICHAEL, aged 42 years, D/o. Late Michael N. residing at 50/52, Vismaya Apartment, Lane 4, Toc H Road, Vyttila P.O., Ernakulam - 682 019 hereinafter referred to as the Second Partner of the Second Part.

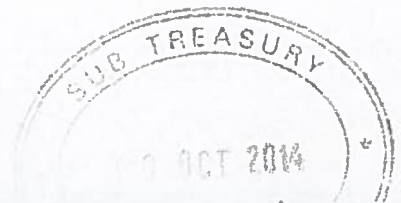
Whereas the First Partner was carrying on a business in partnership along with Mr. Venu M.S., S/o Late Subramanian, Melikkattil House, Poochinipadom, Urakam P.O., Thrissur - 680 562 under the name and style 'SEASONAL TRIP' vide a Deed of Partnership dated 20th day of September, 2011.

And whereas Mr. Venu M.S. retired with effect from 27th day of 2014, and the First partner decided to carryon the business in partnership by admitting the Second Partner Mrs. Rachel Michael on terms and conditions mutually agreed up on.

1. SAM SREEDHARAN

2. RACHEL MICHAEL

For SEASONAL TRIP

Partner


NO. 12553 Date: 20.11.2014

Value of Rs. 5000/- Sold to Sam Sreedharan

And whereas it is felt necessary to reduce to writing the terms and conditions of partnership.

Now therefore this deed witnesseth:-

1. The name of the Partnership Firm shall continue to be '**SEASONAL TRIP**'.
2. The principal place of business of the Partnership Firm shall continue to be at **Door No.28/447, Club Road, Girinagar, Cochin - 682 020**. The Partners may decide to shift the Principal Place(s) or open Branches or Godown at any other Place from time to time.
3. The Partnership business shall continue to carry on the business of trading and services of Tourism, Travel, Multi level Marketing. The Partnership firm may also carry on such other business as agreed to by the partners from time to time.
4. The partnership business as reconstituted commenced with effect from 27th day of November 2014 and shall continue to be one '**AT WILL**'.
5. The capital standing to the credit of the partners of the firm before reconstitution shall be the capital of the continuing partner of the firm as now reconstituted. The incoming partner shall contribute capital at such times and in such proportion as agreed to by the partners from time to time. Further capital necessary for the business shall be contributed by the partners at such times and in such proportion as agreed to by the partners from time to time.
6. Subject to the provisions contained in Clause (13), partners are entitled to interest calculated at 12% on the capital and loan contributed by them to the partnership firm.
7. Both the Partners shall work for the firm being actively engaged in the conduct of the affairs of the business of the firm and they shall be paid remuneration for the same. The total remuneration payable to the working partners put together shall be the aggregate of the amounts mentioned as follows :
 - (a) On the First Rs.3,00,000/- of the Book Profit of the firm or in case of loss. : Rs.1,50,000/- or at the rate of 90% of the Book Profit whichever is more.
 - (b) On the Balance of the Book Profit: At the rate of 60%.

1. SAM SREEDHARAN

For **SEASONAL TRIP**

Partner

2. RACHEL MICHAEL



Rachel

The term 'Book Profit' shall have the same meaning assigned to it under Chapter IV-D of the Income-tax Act. Out of the total remuneration payable, each working partner shall be entitled to remuneration in the following proportion.

1. SAM SREEDHARAN - 80 %
2. RACHEL MICHAEL - 20 %

8. Proper books of account shall be maintained in the usual course of business and the same shall be closed once a year to ascertain the net profit or loss of the firm for the year. The interest and remuneration payable to the partners and the taxes due and payable on the taxable income of the firm for the year shall be treated as common items of expenditure of the firm before the net profit or loss of the firm for the year is arrived at. Statement of Profit and Loss account and balance sheet shall be prepared and the net profit or loss of the firm so arrived at shall be divided among the partners in the following proportion.

1. SAM SREEDHARAN - 80 %
2. RACHEL MICHAEL - 20 %

9. The First Partner Mr. SAM SREEDHARAN shall be the Managing Partner of the firm.

10. The partnership firm may continue to operate existing bank accounts or open new bank accounts with any one or more banks and the same shall be operated jointly by the two partners for and on behalf of the firm.

11. The Managing Partner may represent the partnership firm in any Civil, Revenue, Judicial or Quasi-Judicial matters, before any Court or any Authority.

12. The firm shall have power to raise loans from Banks, Government, Financial Institutions or Other Private Parties, and execute necessary agreements for the purpose.

13. Interest payable under Clause (6) and remuneration payable under Clause (7) above may be suspended amended or modified for such period as agreed to by all the partners at the meeting of the partners and recorded and signed by the partners in the Minutes Book kept for the purpose.

14. Any partner shall have access to the books of accounts of the firm either in person or by authorised representative at any time during office hours.

1. SAM SREEDHARAN

For SEASONAL TRIP

Partner

2. RACHEL MICHAEL



Rachel

15. For any debt or liability of the firm, all partners are jointly and severally liable.
16. None of the partners shall transfer by sale or mortgage or in any other way charge his/her share of interest in the firm or any part thereof to any other person without the knowledge and consent in writing of the other partners.
17. The firm shall not be dissolved on account of death, retirement or insolvency of any of the partners. On happening of such an event the remaining partners can continue the business as before and in case of death of a Partner by admitting the nominee of the deceased partner as a partner subject to determination of the share of the deceased, insolvent or retiring partner as the case may be, as provided hereinafter in this deed.
18. In the event of retirement of any of the partner, account shall be taken of the assets and liabilities as well as profits and losses of the firm at the time of retirement and the amount then standing to the credit of his /her account shall be paid to him/her in six monthly installments commencing from the date of retirement.
19. Any partner may retire at any time from the business of the firm by giving three calendar months previous notice in writing of his/her intention to do so, to the other partners.
20. The shares of the insolvent or deceased partner shall also be determined and paid as provided in Clause (19) above, to the Official Liquidator or Receiver, or Legal Representative as may be prescribed by law in that behalf. However in case where the partnership is continued by admitting the nominee of the deceased as a partner, the amount payable to the deceased partner shall be retained in the business as the capital of the nominee in the business.
21. A Minutes Book shall be maintained to record the proceedings of the meeting of the partners. Any of the Clauses of this partnership deed shall be altered, modified, varied, added or cancelled by a resolution passed by the partners to that effect and duly signed by all the partners and recorded in the Minutes Book.
22. In case of any dispute or difference arising between the partners or their Legal Representatives the same shall be referred for decision to one or more Arbitrators appointed by the disputing parties and the decision of the Arbitrator(s) shall be binding and conclusive on all the partners.

1. SAM SREEDHARAN

For SEASONAL TRIP

Partner

2. RACHEL MICHAEL



Rachel


23. In all other matters not provided for in this deed, the relevant provision of the Indian Partnership Act, 1932 shall be binding and applicable.

In witness whereof, the aforesaid parties have affixed their respective signatures in presence of witness on the day first above written.

1. SAM SREEDHARAN 

2. RACHEL MICHAEL 

Witness to the above signatures:

1. Azrael 

FIRST FLOOR A3.

POOJA APARTMENT

2. SMARTU NAGAR - KADAVANTHRA

Mahin Aboobakher A

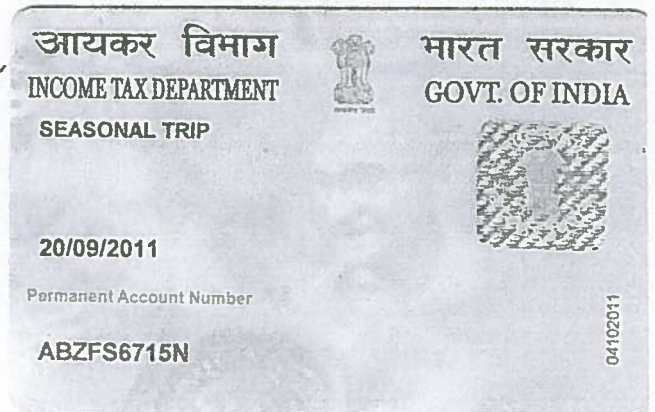
Kappattil House

Marottichodu Road

Edappally FOLL

682024

Mahin



For SEASONAL TRIP


Partner



To Whomsoever it may Concern

ICBK /0277/Feb/14-15
Date: 7th February,2015

This is to certify that M/s Seasonal Trip, having registered address at No. 28/447, Club road, Girinagar, Cochin-682020,Kerala is maintaining Current account 027705002565 with ICICI Bank Ltd, Kadavanthara branch, since 20th October,2011

This certificate is issued at the specific request of the customer and subject to the terms and conditions as applicable to the Current account and without any risk or responsibility on our part or on the part of the bank's officials in any respect whatsoever

For ICICI Bank Ltd.

W. yate Pulita
MS304
Authorized Signatory

