

കേരളം केरल KERALA

B 531276

This DEED OF ADMISSION AND RECONSTITUTED PARTNERSHIP is executed on this 1st SEPTEMBER 2019 BETWEEN:-

- Mr. Mohanan Moothona, aged 55 years, S/o Late Komappan, residing at Moothona house, Paingottupuram, Kunnamangalam (Post), Calicut (hereinafter called First partner/continuing partner) of the First part.
- Mr. Ratheesh V.K, S/o Kunhikanaran, aged 40 years, residing at Vadakkekuttikkattil House, Muchukunnu P.O., Koyilandy, Kozhikode, 673 307 (hereinafter called the Second partner/continuing partner) of the Second part.

1 Mohanan Moothong Johnson
2 Rathersh. VK
3 Jangrahanan. P. K. Grill ang
4 Jayaven Jayav
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No.15.600 Rs. 5000

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- 3. Mr. Janardhanan. P.K, aged 60 years, S/o Rarukutty Nair, "Pournami" Mundoth, Ulliyeri (PO), Koyilandy, Calicut. (hereinafter called the Third partner/Incoming partner) of the Third part.
- 4. Mrs.JayaveniAshok, aged 52 years, W/o Dr.Ashokan. K, residing at Jayalyam, Govindapuram, Calicut 673 016 (hereinafter called the Fourth partner/Incoming Partner) of the Fourth part.
- 5. Mr. Ali Cherooniyil, aged 46 years, S/o Mayan Haji, residing at 7/A, Cosmo Apartment, Balan K Nair Road, Kozhikode 673 004 (herein after called the Fifth partner/Incoming Partner) of the Fifth part.

WHEREAS the parties of First and Second parts were carrying on the business under the name M/s CALICUT PATHOLOGY CENTRE (also known as CPC Medical Laboratory) as per the partnership deed dated 31st July 2019.

AND WHEREAS the Third to Fifth partners have expressed their desire to join the Firm and First and Second Partners agreed the same.

AND WHEREAS the parties First and Second part to this deed have agreed to admit parties of the Third to Fifth part as partners to the said business and all parties to this deed of agreement have decided to reconstitute the partnership agreement as per the terms and conditions mentioned here below:-

- The name of the Partnership Firm shall be "M/s CALICUT PATHOLOGY CENTRE (Also known as CPC MEDICAL LABORATORY)".
- The place of business of the partnership shall be Door No. 44/2856, Sreedevi Building, KalasseriParamba, Mavoor Road, Calicut, Kerala.
- 3. The Second Partner Mr. Ratheesh V.K. shall continue as the Licensee of the building where the firm is operating.

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- 4. The Object of the business is that of conducting various type of clinical tests and to operate pathological laboratory and to undertake various types of diagnostic investigations that are available and to engage in and explore all the new avenues which are rapidly opening up in modern science and such other allied line of business as the partners may decide from time to time
- The Partnership shall commence on 1st Day of September2019, and shall be a Partnership "AT WILL".
- 6. The Capital of the firm shall be as disclosed by the books of accounts of the firm. The additional capital, if any, that may require in future shall be also contributed by the partners in such proportion and on such terms and conditions that may be decided among partners at that timeThe profit and loss of the firm shall be divided between the partners EQUALLY.
- shall have the power to open account in any Bank or Banks in the name of the firm and the account or accounts shall be operated jointly by Mr. MohananMoothona (Party of the First Part) ANDRatheesh V.K. (Party of the Second Part)
 ORJanardhanan P.K. (Party of the Third Part)
- 8. The partners shall be entitled to simple interest not exceeding @ 12% per annum on their capital contribution or any money deposited by them with the firm or any loan advanced by them to the The First Partner Mr. MohananMoothona shall be the Managing Partner of the firm and he shall administer and manage the entire business affairs of the firm and to represent the firm before any State/Central/Quasi Government/other authorities.
- The firm firm or on share of profits not withdrawn and allowed to be retained and utilized by the firm for the purpose of the business.
- 10. Working partners shall be entitled to a remuneration fixed among the partners from time to time which shall be charged to profit & loss of the firm subject to the limits as laid down under the Income Tax Act.

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- 11. If further funds be required for the business of the firm, such sums shall be raised by loans from Banks and all the partners shall sign the documents required to avail such loan.
- 12. Proper books of account as are usually maintained in mercantile system shall be maintained regularly and kept at the business premises of the firm. The partners are entitled to take extracts of copies of the books of account.
- 13. The accounts of the firm shall be closed on 31st March of every year and Profit & Loss Account and Balance Sheet shall be prepared and audited by the Auditor appointed by the partners. Such Profit & Loss Account and Balance sheet, when signed by the partners, shall be binding and conclusive as between those partners and the firm.
- 14. The Partners may draw such amounts from the partnership as they may from time to time agree upon.
- 15. It is agreed between the partners that death or insolvency of a partner shall not dissolve the firm, and his legal heir(s) shall join as partner with the consent of the remaining partner.
- 16. The partners desiring to retire from the firm may do so giving one month notice to the firm and his shares/accounts be settled by the firm within 3 months
- 17. The partners may later change or modify any of the terms or conditions of this deed by mutual agreement by passing resolution to this effect and this resolution shall be attached to the original deed of partnership.
- 18. In all matters not expressly provided herewith, the provision of the Indian Partnership Act 1932 shall apply.

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