

#### **FORM C**

(See Rule 10(a))

#### ACKNOWLEDGEMENT OF REGISTRATION OF FIRMS

The Registrar of Firms, Kerala, hereby acknowledges the receipt of the statement prescribed by section 68(1) of the Indian Partnership Act,1932. The statement has been filed and the name of the firm **EL-EVEN LABORATORIES** has been entered in the Register of Firms as No. 798/2021

Thiruvananthapuram

Dated the 10th day of February 2021

Digitally signed by K N SUMANGALA DEVI Date: 10.02.2021 14:06:06 IST **Registrar of Firms** 

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Authenticity of this certificate can be verified at www.egroops.kerala.gov.in.



केरल KERALA

271923

## PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS EXECUTED AT ERNAKULAM ON THIS 9th DAY

SHIBI JOSE

2. NEDUMPURATHU ACHUTHAN NAIR CHANDRABOSE

3. SHAIJAN KOOTTUNGAL ANTONY

4. ALPHONSE NEMACIA JOSEPH

5. KRISHNA LEELA

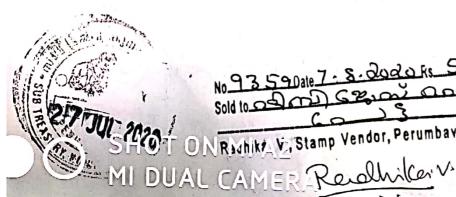
6. SHEENA JOE

7. LALU PAUL KALAPARAMBATH

8. ELDO VELLACHALIL PAULOSE

9. DEENA EBY

10, REUBEN V THOMAS



Radhikt V, Stamp Vendor, Perumbayoor

- SHIBI JOSE S/O. JOSE P A, aged 46 Years, residing at Painumkal House, Rose Villa, Petta Junction, Poonithura, Kochi, Poonithura S O, Ernakulam, Kerala-682038 (Hereinafter called the First Partner)
- 2. NEDUMPURATHU ACHUTHAN NAIR CHANDRABOSE S/o ACHUTHAN NAIR NEDUMPURTHU aged 50 Years, residing at Nedumpurath, Elembakapilly P.O, Koovappady, Kunnathunad, Ernakulam, Kerala-683544 (Hereinafter called the Second Partner)
- 3. SHAIJAN KOOTTUNGAL ANTONY S/o KOOTTUNGAL SAVIOUR ANTONY aged 27 Years, residing at Koottungal House, Kunnumal Road, Vaduthala S O, Vaduthala, Ernakulam, Kerala-682023 (Hereinafter called the Third Partner)
- 4. ALPHONSE NEMACIA JOSEPH D/o JOSEPH aged 29 Years, residing at Kochuveliyil House, Pandikudy, Mattancherry S O, Ernakulam, Kerala-682002 (Hereinafter called the Fourth Partner)
- 5. KRISHNA LEELA W/o SURESH aged 46 Years, residing at Elavanamkandathil House, Maneed, Piravom, Ernakulam, Kerala-686664 (Hereinafter called the Fifth Partner)

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LALU PAUL KALAPARAMBATH

ELDO VELLACHALIL PAULOSE

DEENA EBY

- 6. SHEENA JOE D/o OUSEPH VARKEY KARETTU aged 41 Years, residing at 7 B Platinum, Vista, Link Avenue Road, Kaloor P O, Kaloor S O, Ernakulam, Kerala-682017 (Hereinafter called the Sixth Partner)
- LALU PAUL KALAPARAMBATH S/o POULOSE PAUL KALAPARAMBATH aged 45
  Years, residing at Kalaparambath, Alangad P O, Karumalloor, Ernakulam,
  Kerala-683511 (Hereinafter called the Seventh Partner)
- ELDO VELLACHALIL PAULOSE S/o PAULOSE aged 49 Years, residing at Vellachalil, Chathukulam, Perumbaikadu P O, Ettumanoor, Thellakom, Kottayam, Kerala-686016 (Hereinafter called the Eighth Partner)
- DEENA EBY D/o MATHAI aged 43 Years, residing at Manayath, S P W Road, Thaikkattukara P O, Aluva, Ernakulam, Kerala-683106 (Hereinafter called the Ninth Partner)

AND

10. REUBEN V THOMAS S/o Thomas aged 18 Years, residing at Thomas Villa, Convent Road, Eloor Udyogamandal S.Q, Ernakulam, Kerala-683501 (Hereinafter called the Tenth Partner)

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WHEREAS the partners named above have decided to join together to form a partnership under the name and style of "EL-EVEN LABORATORIES."

AND WHEREAS it is now considered to put the various terms and conditions of partnership reduced into writing;

NOW THIS DEED OF PARTNERSHIP WITNESSETH THAT the parties here to hereby agree upon the following terms:

### 1. NAME

The name and style of the Partnership shall be "EL-EVEN LABORATORIES." (Herein after referred as the partnership).

## 2. DATE OF COMMENCEMENT

The terms and conditions of this deed are applicable with effect from 9th Day of August, 2020

### 3. REGISTERED OFFICE

The registered office and principal place of business of the partnership shall be situated at Door No.37/B2, Kizhakkekkara Lane, Changampuzha Nagar P O, Kalamassery, Ernakulam, Kerala-682033 and/or at such other place or places as the partners may mutually decide from time to time. The partners may open branch or branches at any place by mutual consent between them.

#### 4. NATURE OF BUSINESS

The nature of business of the partnership shall be:

To run a Medical Laboratory and related diagnostic services.

SHIBI JOSE

NEDUMPURATHU ACHUTHAN NAIR CHANDRABOSE

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SHEENA JOE

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ELDO VELLACHALIL PAULOSE

DEENA EBY

#### 5. CAPITAL

The capital of the partnership firm shall be as disclosed by the books of accounts of the firm from time to time. Additional capital if any, that may be required in future shall also be contributed by the partners in such proportion and on such terms and conditions that may be decided between the partners from time to time.

## 6. INTEREST ON CAPITAL

- a. Interest on capital not exceeding @ 12% per annum or such low rate as may be prescribed by Section 40(b) of the Income Tax Act, 1961 or any amendment thereof which may be in force in the relevant financial year shall be payable to the partners on the amount standing to the credit of the account of the partner's Capital account and Current account and on any amount advanced by the respective partners. Such interest shall be calculated on minimum balance of each month and credited to the account of each partner at the close of the accounting year. In the case of loss, no such interest on capital shall be paid. In the case of insufficiency of profit, the interest on capital shall be restricted to the amount of profit available.
- b. For the sake of business expediency and taking into consideration the overall interest of the business and the mutual relationship between the partners, the partner may claim any interest on capital or fix any percentage of interest lower than 12% per annum, in which case the partners may be entitled to no interest or to the extent of interest as may be decided by the partners from time to time. The evidence for such decision by the partners is the entry in the books of account and such entry shall be treated as in accordance with the terms of the partnership deed regarding the payment of interest to the partner.

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## 7. SHARING OF PROFIT OR LOSS

Partners shall share the total profit or Loss in a financial year among themselves in the following ratio:

Name of Partners	Share (%)
1. SHIBI JOSE	10
2. NEDUMPURATHU ACHUTHAN NAIR CHANDRABOSE	10
3. SHAIJAN KOOTTUNGAL ANTONY	10
4. ALPHONSE NEMACIA JOSEPH	10
5. KRISHNA LEELA	10
6. SHEENA JOE	10
7. LALU PAUL KALAPARAMBATH	10
8. ELDO VELLACHALIL PAULOSE	10
9. DEENA EBY	10
10. REUBEN V THOMAS	10
TOTAL	100

## 8. DURATION

The duration of the partnership shall be AT WILL.

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NEDUMPURATHU ACHUTHAN NAIR CHANDRABOSE

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ALPHONSE NEMACIA JOSEPH A

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ELDO VELLACHALIL PAULOSE

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## 9. CONDUCT OF BUSINESS

- a. The Partners shall have all the powers that may be necessary for the proper management and conduct of the business of the firm. They shall manage the business of the firm most diligently and efficiently.
- b. The Partners shall have inter alia the following powers:
  - (i) To represent the firm in all civil/criminal or other quasi-judicial proceedings or to represent the firm before any State/Central Government Authorities/Local Authorities or Bodies, etc.
  - (ii) To sign vakalath, written statements, counters, applications, affidavit and other necessary papers and appoint, authorise advocates, attorneys or any other person to represent the firm in any proceedings whatsoever or before any court, authorities, persons or bodies.
  - (iii) To take necessary license and other orders from the local authority and officers.
  - (iv) 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 in respect of all matters in which the firm may be concerned and to do all acts and things affecting the business of the firm before any Civil, Criminal or Revenue Courts or other bodies or persons.
    - (v) To appoint the necessary staff, remunerate them, suspend/dismiss or initiate such actions against them.
  - (vi) To accept, endorse, negotiate, retire or satisfy bills of exchange, promissory notes, cheques, drafts, order of payments or securities in relation to the business of the firm.

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- (vii) To enter into any kind of contract or any undertaking for and on behalf of the firm with the Central Government or State Government, any Local Authority or Individuals or Association of Persons and execute and perform all obligations and accept all benefits for and on behalf of the firm.
- (viii) To prepare, submit and present all statements, returns etc., as prescribed by various statutes and rules before the concerned authorities such as Commercial tax, Central Excise, Income tax, Service tax, Labour etc., and to verify those returns and statements by production of documents and evidences.
- (ix) To do such other acts necessary for the proper running of the business of the firm.
- (x) The Partner may authorize other partner or persons to represent and act for the firm on his behalf.

# 10. LICENSE, REGISTRATION ETC.

It is expressly agreed between the partners that any license or registration taken in the individual name of any one of the partners or any agreement entered into by any partner for and on behalf of the firm, then they shall be the property of the firm and the partners shall have right in proportion to the profit sharing ratio over such license 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 license for the purpose of the business.

#### 11. BANK ACCOUNTS

The partners may open account or accounts in the name of the firm in any bank or banks. And such bank accounts of the partnership shall be operated in the manner communicated to the bank by all the partners from time to time whether the same be in credit or overdrawn.

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NEDUMPURATHU ACHUTHAN NAIR CHANDRABOSE

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## 12. PARTNERS AND THEIR REMUNERATION

Those shall be actively engaged in the conduct of the affairs of the business of the firm and shall be responsible for the day to day functions of the partnership firm treated as working partners viz, management, maintaining of accounts, office, bank affairs, purchase and sale of goods, recovery of dues, Service Tax and Commercial Tax, Central Excise Act, Income Tax matters etc.

The partners shall be paid remuneration in accordance with the method of computation as laid down in Sub Clause (v) of Clause (b) of Section 40 of the Income Tax Act 1961 and as reproduced below:

- a. On the first Rs. 3,00,000/- of the Book Profit Rs. 1,50,000/- or @ 90% of book profit, which-ever is more.
- b. On the balance of the book profit @ 60%

The above remuneration shall be paid to the working partners after keeping 50% of such book profit as retained earnings in EQUAL RATIO. It is also provided that if there is any amendment in the above method of computation, the same shall also stand substituted accordingly in the deed of partnership with effect from the date of such amendment, unless and until otherwise decided by the partners hereto. For the sake of business expediency and taking into consideration the overall interest of the business and the mutual relationship between the partners, the partners may agree to reduce the entire or part of remuneration in which case, the working partners may be entitled to no remuneration or to the extent of the remuneration as may be mutually decided between the partners from time to time. The evidence for such decision by the partners is the entry in the books of account and such entry shall be treated as in accordance with the terms of the partnership deed.

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## 13. ACCOUNTS

- a. Proper books of account shall be kept by the partners at the place or places of business and each partner shall at all reasonable time be entitled to have access to and take copies of the same.
- b. The accounting/financial year of the partnership firm shall be starting from 1st April and ending on 31st March of every year.
- c. A Trading and Profit and Loss account and Balance Sheet shall be prepared at the end of every accounting year and profit or loss, if any, be divided as indicated in para 7 above.

#### 14. DUTIES AND RESPONSIBILITIES

- a. The partners shall carry on the business of the partnership for the greatest advantage of the partners strictly in accordance with the provision of the law applicable and each partner shall be bound to make good the partnership any loss or damage arising out of their negligence or misdeeds.
- b. The partners shall be just and faithful to the other partners and shall render true and full information affecting the firm to the other partners.
- c. Each partner shall pay his private debts relating to his separate business or businesses and shall indemnify the other partner and partnership against all proceedings, claims or demand in respect thereof.
  - d. The name of the firm, trade mark and property of the firm shall be used by the partners exclusively for the purpose of the business of the firm.

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e. No partner shall without the consent of the others:

- Lend money or deliver goods belonging to the firm otherwise than in the usual (i) course of business of the film.
- Except in the ordinary course of the business, dispose off, pledge, sell or otherwise (ii) any part of the properties of the partnership.
- Engage in any activity or business as Partner or Director or Proprietor (iii) which is similar or identical with the business and activity of the firm.

### 15. ADMISSION

The partners shall have the option to increase the number of partners if decided unanimously and give the benefit of partnership to the minors. (one of the family member)

## 16. RETIREMENT, DEATH AND INSOLVENCY

- a. In the event of Death, Retirement or Insolvency of any of the partner the firm shall not stand dissolved.
- b. Each partner shall have the right to retire from the partnership business during the continuance of the partnership and they can exercise the right by giving two calendar month's previous notice to the other partners. On the expiry of the said notice period the retirement shall become effective and the retiring partner shall be paid the amount due and payable to them as per the accounts of the firm as on the said date of retirement together with the share of profits due to them till the date of retirement.
- c. In the event of death of any partner, the surviving partners may continue the business of the firm as a going concern by taking the legal heirs of the deceased as partners, if surviving partner and the legal heirs of the deceased agree to continue the business in partnership. If the legal heirs do not join the firm as partners, the amount due or payable to the deceased on the date of the death together with the share of profit due to him till the date of death shall be paid over to the executors, administrators or legal representatives.

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d. In the case of insolvent partner, the person representing the insolvent partner shall be entitled to claim as against the firm or other partner only the return of the insolvent partner's share of capital in the firm and other amounts if any found due as per accounts with accumulated profits, if any, as on the date of insolvency.

## 17. INTELLECTUAL PROPERTY ASSETS AND GOODWILL:

The following intellectual property or assets shall be included as the property and shall belong to the Partnership; all domain names, website data, Software and hardware developed, inventions, concepts or any other technical and/or commercial know how, customer data, existing and future commercial agreements with outside third parties and all goodwill associated with the above.

All other relevant goodwill built-up in the Partnership shall also belong to the Partnership.

## 18. ARBITRATION

Any disputes or difference of opinion that may arise between the partners with regard to this partnership agreement or to any matter relating to the firm shall be referred to an Arbitrator or Arbitrators chosen by partners.

#### 19. INDEMNITY:

Any acts or all acts done in the bonafide interests of the Partnership shall be indemnified by the all the partners.

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## 20. EXPULSION:

A Partner may be expelled by an unanimous decision of the partners other than the partner to be expelled in the interest of the partnership business only after a show-cause notice in writing is served on that Partner giving 7 days time for his response; and in that event the Partner expelled shall be entitled to the benefits of a retiring Partner in accordance with the provisions of this Agreement in that behalf.

## 21. WINDING UP:

The Partners shall unanimously agree to wind up the affairs of the Partnership voluntarily.

# 22. CLAUSES OF INDIAN PARTNERSHIP ACT

The provision of the Indian Partnership Act 1932, that are not inconsistent or repugnant to any of the foregoing provisions shall also be applicable to the matters not herein before provided for.

# 23. GENERAL: ENTIRE AGREEMENT, SEVERABILITY & WAIVER:

- (1) The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.
- (2) If any part of this Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.

(3) A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or on their behalf shall not operate as a waiver of the same for ever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Partner or on their behalf under this Agreement deemed as a waiver.

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**Term of validity of deed** – Duration of this Agreement shall be at will of all partners beginning from the date first above mentioned.

**Covenant against breaking away** – During the first five years of the subsistence of this agreement, none of the Parties hereto shall be entitled to part with the Partnership unless mutually agreed upon in writing.

Alteration or amendment – No alteration to or amendment or change in this Partnership Agreement including any change of business of the Partnership shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the Partnership by himself or his legal representative(s), as on the relevant date of alteration, amendment or change.

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ELDO VELLACHALIL PAULOSE

DEENA EBY

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed and delivered by

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SHIBI	IOSE

09/05/2020

NEDUMPURATHU ACHUTHAN NAIR CHANDRABOSE

SHAIJAN KOOTTUNGAL ANTONY

ALPHONSE NEMACIA JOSEPH

KRISHNA LEELA

SHEENA JOE

LALU PAUL KALAPARAMBATH

ELDO VELLACHALIL PAULOSE

DEENA EBY

REUBEN V THOMAS

Witnesses:

1. Shojan · K. Antory

Knonumale Road Vadutala p.o Kochi-682023

BENNY GEORGE (H)

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