

PARTNERSHIP DEED

This DEED OF PARTNERSHIP is made on. 11. - 02- 1997 the ... Eleven .. th day of February One thousand nine hundred and ninety seven by (1) Mr. Shyam.K.S. aged 25 years, S/o. K.S. Simon, Laboratory Technician, residing at Kotta Parambil house, Koothali Amsom Desom, P.O. Koothali, Quilandy Taluk, Kozhikode District (hereinafter called the first partner) of the One part (2) Mr. Yoosaf.C.T., aged 25 years, S/o. Late Kuttiali, Laboratory Technician, residing at Cheriya Thaikkandivil House, Menhannyam Amsom Marutheri Desom, P.O. Menhannyam, Quilandy Taluk, Kozhikode District (hereinafter called the second partner) of the Second part and (3) Mr. E.T. Chandran, aged 36 years, S/o. Krishnan, residing at Echitharamal house, Mokeri Amsom Desom, P.O. Mokeri, Vatakara Taluk, Kozhikode District (hereinafter called the third partner) of the third part.

1) Shyam.K.S. (First Partner)

2) Yoosuf.C.T. (Second Partner)

3) E.T. Chandran (Third Partner)

5-2-97

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WHEREAS it has been agreed by the parties hereto, (hereinafter called the partners) to be partners in the business of running a medical laboratory and E.C.G. Centre at Mananthavady, doing diagnostic services, in the name and style of "MANANTHAVADY DIAGNOSTIC CENTRE" (hereinafter called the firm) and;

whereas the partners hereto have made a total capital investment of Rs.3,50,000/- (Rupees three Lakh fifty thousand only) including the loan of Rs.1,75,000/- (Rupees One lakh and seventy five thousand only) availed from the Kalpatta Branch of the Kerala Finance Corporation, in the name of the first partner Mr. Shyam.K.S., on behalf of the partnership, as per the loan account No.13008511/1176/96 dated 28-2-1996 of K.F.C., Kalpatta and the loan of Rs.60,000/- (Rupees Sixty thousand only) availed from the Mananthavady branch of the Kerala State Financial Enterprises, under the Trade loan No. T.F. ASL No.169/MNDY/02/96 dated, 2-12-1996 of the K.S.F.E., Mananthavady

1) Shyam.K.S.

(First Partner)

2) Yoosuf.C.T.

(Second Partner)

3) E.T. Chandran.

(Third Partner)

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branch, in the name of the first partner Mr. Shyam.K.S., on behalf of the partnership and;

WHEREAS the business has been commenced as on 1-5-1996 by opening the Medical Laboratory and E.C.G. Centre in the name and style of Mananthavady Diagnostic Centre at the Door No.M.P. V/687 of the Panchayath Shopping Complex building at Mananthavady, Waynad District and;

WHEREAS the partners hereto have felt that a partnership Deed is essential for the smooth running of the business and hence they have decided to construct a partnership deed, incorporating the following terms and conditions.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The parties hereto shall be the partners in the business of running the Medical laboratory and E.C.G. Centre under the firm name "MANANTHAVADY DIAGNOSTIC CENTRE"

1) Shyam.K.S.

(First Partner)

2) Yoosuf.C.T.

(Second Partner()

3) E.T. Chandran. (Third Partner) (C)

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- 2. The business of the firm has already been commenced as on 1-5-1996 at the door No.M.P. V/687 of the Panchayath Shopping Complex building, Mananthavady, Wayanad District.
- 3. The office, place of business and the address of the firm shall, at present, be at the Door No.M.P. V/687, Panchayath Shopping Complex Building, Mananthavady, P.O. Mananthavady, Waynad District or at such other place or places as the partners may hereafter mutually agree for that purpose.
- 4. The total capital of the firm which has been already invested is Rs.3,50,000/- (Rupees three lakh fifty thousand only) out of which Rs.1,75,000/- (Rupees one lakh and seventy five thousand only) is the sum obtained by way of loan availed from the Kerala Finance Corporation (Kalpetta branch) in the name of the first partner Mr. Shyam.K.S., on behalf of the partnership, as per the loan account No.13008511/1176/96 dated 28-2-1996 of K.F.C. Kalpetta and Rs.60,000/- (Rupees Sixty thousand only) is the sum, obtained by way of trade

1) Shyam.K.S.

(First Partner)

2) Yoosuf.C.T.

(Second Partner()

3) E.T. Chandran. (Third Partner)//

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loan from the Mananthavady branch of the Kerala State Financial Enterprises, under the Loan Account No.T.F. ASL No.169/ MNDY/02/96 dated 2-12-1996 of the K.S.F.E. Mananthavady Branch, The balance amount Rs. 1,05,000/- (Rupees One lakh and five thousand only) is contributed equally by the partners at the sum of Rs.35,000/- (Rupees thirty five thousand only) each. Any further amount, required for the partnership, shall be contributed by the partners equally, as may from time to time be agreed upon by the partners. Though the loans from K.F.C. and K.S.F.E., as mentioned above, are availed in the name of the first partner, it shall considered to the loans availed to the partnership and the same is ratified and confirmed by all the partners and they are hereby undertaken to be equally liable and binding for the repayment of the said loans with interests thereof. In any case, if the first partner is made to repay the said loans with interest thereof, the second and third partners shall pay their respective shares

1) Shyam.K.S. (First Partner)

2) Yoosuf.C.T.

(Second Partner)

3) E.T. Chandran. (Third Partner)

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WHEREAS THE PARTNERS above refered one and two are running a business in the name and style of MANANTHAVDY DIAGNOSTIC CENTRE MANANTHAVADY along with husand of the first partner above refered Mr.SHYAM.K.S. evidenced by a partnership deed 11th February 1997, and also evidenced by a ADDENDUM CODICIL deed dated 25th day of August 2009.

Now Mr.SHYAM.K.S. working in Government Service, and he is not attending in his business concern above refered during the last two years, and his wife Smt.SIJI SHYAM is managing the concern indirectly on behalf of SHYAM.K.S.

So, the parties two and three above refered decided to admit the partnership Smt.SIJY SHYAM, and she is also accepted the norms.

AND WHEREAS the terms and conditions under which the partnership business we carried on have been orally agreed to between the parties to this deed, and whereas it is thought desirable that the terms and conditions orally agreed to between the parties to this deed to be reduced in to writing, and NOW THE WITNESSETH and the parties hereto mutually agreed with each other that they shall be to carry on the business hereon after described or any other business in addition to, or in substitution of the business on the terms and conditions as setforth hereunder.

- 1. The partnership shall be carried under the name and style of MANANTHAVADY DIAGNOSTIC CENTRE, MANANTHAVADY IN BUILDING No. MP V 687 Mananthavady Panchayath and such other place or places as the partners may decide time to time.
- 2. The object of the partnership shall be engage in the business of running laboratary for diagnosis of human diseases.
- 3. The terms and conditions of this deed comes in to force with retrospective effect as on 1.4.2011 beginning of the financial year. This condition also agreed with all the partners mutually.
 - 4. The duration of the partnership shall at Will.
 - 5. Capital

The capiatal of the partnership as follows:

The First Partner SIJY SHYAM invested Rs 4,00,000.00 (Four Lakhs) and also capital existing in the name of SHYAM.K.S. as per the balance sheet of the MANANTHAVADY DIAGNOSTIC CENTRE, MANANTHAVADY as on 31.3.2011 transferred to the capital account of SIJY SHYAM. SHYAM.K.S. confirmed the transfer of his capital to SIJI SHYAM.

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- 2. The capital of the second partner C.T.YOUSUF as per the balance sheet as on 31.3.2011 considered, and an Additional capital of Rs 50,000.00 invested in his capital account.
- 3. The capital of the third partner Mr.C.T.CHANDRAN, as per the balance sheet as on 31.3.2011 and an additional capital of Rs.50,000.00 invested in his Capital Account.
- 4. And parties are liberty to introduce in additional capital in their capital account in accordance with the exigencies of the business and may on such terms and conditions as may be agreed upon them from time to time.
- 5. THE PROFIT AND LOSSES of the business shall be devided by the partners equally.
- 6. It shall be open to the firm to have account or accounts with such Bank or Banks as the partners may agree upon and such accounts shall be operated by the Ist partner appointed as a Managing partner of the firm in this deed of partnership.
- 7. The business of the firm shall be managed by the First Partner acting as Managing Partner of the firm who shall of the following powers.
- a) To commence, prosecute or defend any action, suit or other proceedings to appear, represent or act on behalf of the firm in any Court of Law, Civil, Criminal or Revenue or any other Government or Public Office or Offices, Post Office, Income Tax, Sales Tax, or any other tax authorities appoint counsel, advocate or pleader for such proposes to sign and verify plaints, written statements, pleadings, Petitions, affidavits or other documents or instruments for any purpose or purposes and present them before any Court, Tribunal or Authority to sign and draw out, receive through any Court of Law, Revenue Courts, Official Assignee's Office. Government or other public offices, Post office, Income tax, Sales tax and any other tax offices, trustees, receivers or any estates or company income tax, Sales tax or any other authorities etc., and all monies to which the firm may become entitled and to give proper discharge execute and register documents with the registrar of assurances and other public authorities on behalf of the firm.

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- 15. The partners shall be entitled for interest on capital @ 12 % per annum. This shall be charge against profit.
- 16. The Indian partnership Act 1932 will apply a matters not herein before provided for.

IN WITNESS WHEREOF the parties have signed this on the day month and year first above mentioned.

1. 301 Shyam det 1 2. Your en ET. J. W. S. Chandran ET. J. W.

WITNESS:

1. Name:

Father's name: K. X.S. i mon .

Address: Katampalli House, pandikadavu. mecherikunnu. Mananthavady

Name: 2.

Father's name: P.K. RAVINDRAN, KANNOTH HOUSE, KANIYARAM, P.O.MANANTHAVADY S/O-KNOS Loman.

Address: