

കേരളo केरल KERALA

BU 031405

# FORM A

(SEE Rule 5)

#### **REGISTER OF FIRMS**

(Maintained Under Section 59 of the Indian Partnership Act, 1932)

1 : Serial number of Firm

3236/1985

2 : Name of Firm

M/S.SCIENTIFIC

**ENTERPRISES** 

3 : Date of Registration

14/10/85

4 : Duration of the Firm

AT WILL

5. Address	Date of Change	Remark
Tripunithara.  51/315,109,Jawahar Road,  Vyttila, Cochin-682019  v.e.f. 16/11/2019  vide Notice 04/2019		

M SEPECION SIND

22 8-19

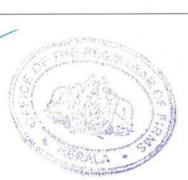
POST BOX No. 1951,
"YTTILA, COCHIN - 682 019

Stamp Vendor
CHERTHALA



### 6. Partners :-

Sl. No	Name of the Partners	tners	Address		Date of		Remarks	
. 10					Joining	Ceasing		
1	P.K. Narayana Sv		Sree Krishna Vihar, Opp.Azad Maidan, Eroor,Tripunithara		05/08/85	16/09/98	Videnotice 2/99	
2	P.N. Balasubrama	- 1	Sree Krishna Vihar, Opp.Azad Maidan, Eroor,Tripunithara		05/08/85			
3	Mrs.Priya Balasubramanian	- 1	Sree Krishnavihar, EroorSouth,Tripunitha. ra 682306		16/09/98		Vide Notice 02/99	
4	Lekshmi Naraya	nan	Sree Krishnavihar, EroorSouth,Tripunitha. ra 682306		01/04/1999		Vide Notice 03/12	
	rincipal Place of							
Par	ticulars regarding	g the PI	ace	Date of C	hange		Ren	ıarks
51/3 Vyti w.e.	roor Road ripunithara 315,109,Jawahar tila, Cochin-6820 f. 16/11/2019 P. Notice 04/2019					6		
8. (	Other Place of bu	siness						
Name of the Place Date of Opening			Ceasing	11 10	Ren	narks		
Nil						191		



## Name of Firm : M/S.SCIENTIFIC ENTERPRISES

Serial Number of the Document	Description of the Document	Date of Filing	Signature of Registrar	
1/85 *	Statement Under Section 58 (1) of the Indian Partnership Act	14/10/85	Sd/- Registrar of Firms	
02/99	Notice Change Under Section 63 (1) of the Indian Partnership Act	07/07/99	Sd/- Registrar of Firms	
the Indian Partnership Act		6/7/2012	Sd/- Registrar of Firms	
04/2019 Notice Change Under Section 60 (1) the Indian Partnership Act		30/11/2019	Sd/- Registrar of Firms	

True copy //

Typed by

Preetha.R,Clerk

Compared by

1. Reader: Jithna C.S

2. Examiner : Preetha.R,Clerk

REGISTRA

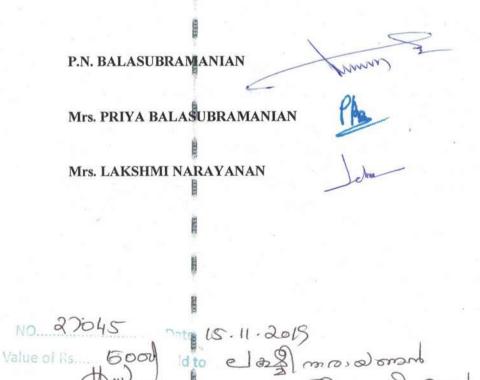
Thiruvananthapuram, Date-:09/12/2019



കേരളo केरल KERALA

B 220855

THIS DEED OF RECONSTITUTION executed on the 16<sup>th</sup> day of November , 2019 by, (1) P.N. BALASUBRAMANIAN aged 56, son of Mr.P.K.Narayanaswamy, residing at H.No.9/693, Sree Krishna Vihar, Eroor South, Tripunithura – 682 306 on the first part, (2) Mrs. PRIYA BALASUBRAMANIAN, aged 48, daughter of late Mr.Subbaraman, residing at H.No.9/693, Sree Krishna Vihar, Eroor South, Tripunithura – 682 306, on the second part and (3) Mrs. LAKSHMI NARAYANAN, aged 52, daughter of late Mr. K P Sivaramakrishnan residing at H.No9/693, Sree Krishna Vihar, Eroor South, Tripunithura – 682 306, on the third part witnesseth:





WHEREAS the parties of the first, second part and third part have been carrying on the business under the name and style of "SCIENTIFIC ENTERPRISES" with its main place of business at Eroor Road, Tripunithura -682 306, evidenced by the Deed of partnership dated April 1, 1999, Supplemental deed dated April 1, 2003, and reconstitution deed dated October 1, 2011; whereas the parties hereto have decided to change the profit sharing ratio and whereas the principal place business has been changed to a new convenient place; and to continue the business in partnership among the parties hereto under the terms and conditions given below; Now this deed witnesseth:

- 1. The name of the firm shall continue to be "SCIENTIFIC ENTERPRISES" with its main place of business at new premises at Building No. 51/315, 109, Jawahar Road, Vyttila, Ernakulam-682019. The firm may use any other trade name/s for its different units/establishments run under the partnership. The partners may change the place of business and/or open branch or branches anywhere else as may be decided upon from time to time.
- 2. The business of the firm shall be that of assembling and dealing of Scientific Instruments, Laboratory Equipments, furniture, undertaking contracts for erection of laboratory etc. The firm may also act as dealers, traders, distributors, commission agents, liaison agents stockiest, and manufacturers' representatives etc. The partners may discontinue any line of business or start fresh line or lines of business as may be decided upon from time to time.
- 3. The balances standing to the credit of the surviving partners in the books of account of the erstwhile firm shall be treated as their capital contribution which may be varied from time to time. The partners may also introduce additional capital from time to time according to the business needs of the firm.

Pha 3

P.N. BALASUBRAMANIAN

Mrs. PRIYA BALASUBRAMANIAN

- 4. The business of the firm shall be carried out by all the Partners and they will all be known as Working Partners. The Partners shall have the power to do all acts, matters and things proper and expedient for the business of the firm and shall represent the firm before the Government, Semi Government, Judicial or Statutory authorities/departments, companies, firms or any other persons on behalf of the firm. The Partners shall have the power to draw, accept, endorse, and negotiate or otherwise deal in bills of lading, bills of exchange and other transferable or negotiable instruments. They will also have absolute authority to enter into any kind of contract, to submit tenders, to negotiate rates, to compromise, to settle, to refer to arbitration and to do all such acts and things necessary in connection with the same and generally to do all such acts and things as are incidental and conducive to and as are necessary for the purpose and on behalf of the firm with the Government, Semi Government, Judicial or Statutory authorities/departments, companies, firms or any other persons. They will have absolute authority to prosecute any cases before any courts for and on behalf of the firm and to defend any cases before any courts filed against the firm. The Partners are also empowered to delegate to any other persons any of the powers and authorities vested on them. The Partners shall promptly and correctly maintain or cause to be maintained the accounts pertaining to the day-to-day transactions effected by the firm.
- 5. Contracts, licenses, certificates, lease, rights, permits, sanctions or securities shall be taken up either in the name of the firm or in the name of a Partner of the firm for the purpose of the business of the firm, subject to such rules and restrictions governing such contracts, licenses, certificates, leases, rights, permits, sanction or securities.
- 6. The Books of Account of the firm shall be closed on the last day of March every year and final statements of account shall be prepared as early as possible thereafter. The Financial Statement when signed by all the partners shall be final and binding upon them, except for apparent mistakes, which shall be, rectifiable at all times. The books of account of the erstwhile firm shall be continued as a going concern and the profit or loss for the period from 01-04-2019 to 15-11-2019 and 16-11-2019 to 31-03-2020 shall be taken as the share of profit or loss for the year ending March 31, 2020 apportioned on the time basis to be allocated among the partners concerned according to the governing deeds.

P.N. BALASUBRAMANIAN

Mrs. PRIYA BALASUBRAMANIAN

- 7. The partners may open, operate and close bank accounts on behalf of the firm and such accounts shall be operated by any one of the partners. For convenience sake, bank accounts may also be opened in the personal names of the partners, and the partner individually in his name shall operate such account. It is further provided that the bank account may also be opened in the trade names, if any, of the units and other establishments run by the firm.
- 8. The firm may raise loans for the purpose of business from any banks, individuals or institutions on the security of the assets of the firm and/or on the personal security of the partners and the partners are empowered to hypothecate, mortgage, pledge or otherwise create any charge or lien on all properties of the firm, movable or immovable, present or future, for the said purpose.
- 9. The firm may purchase any movable or immovable assets in the name of the firm or in the individual or joint names of the partners. The firm may also take any loans or advances for the purchase of any movable or immovable assets in the name of the firm or in the individual or joint names of the partners. Such movable or immovable assets purchased for the firm in the name of any partners will belong to the firm. Similarly, the loans taken for the purchase of any movable or immovable assets for the firm will be the liability of the firm.
- 10. The partners shall be paid interest on their capital contributions including the balances in their capital, current account and/or loan account at the rate of 12% per annum or such rate as may be prescribed as the maximum under the Income Tax Act, 1961. Net credit balances appearing in the account of partners at the beginning of each month shall be taken as the balances in their accounts for the computation of interest. In the event of loss or insufficiency of profit in any particular year, the partners may waive this interest partly or fully if agreed unanimously.

P.N. BALASUBRAMANIAN

Mrs. PRIYA BALASUBRAMANIAN

11. Party of the First, Second and Third part shall be paid a remuneration/salary of Rs. 3,125/-, Rs.3,125/- and Rs.6,250/- each per month respectively. In addition to this remuneration, if the annual income of the firm in any year, after charging interest on capital and before paying remuneration to the partner exceeds Rs 1,66,666/-, they shall also be paid additional remuneration/incentive as given below:

	Party	Party	Party
	of	of	of
	First Part	Second Part	Third Part
On the profit from Rs.1,66,666 to			
Rs.3,00,000/-	22.50%	22.50%	45%
On the profit above Rs.3,00,000/-	15%	15%	30%

Profit for the purpose of computation of remuneration to the partners means "Book Profit" as defined in Explanation 3 to section 40(b) of the Income Tax Act, 1961.

12. Profit or loss of the firm shall be shared and borne by the partners as follows:

Party of the first part	20%	
Party of the second part	30%	
Party of the third part	50%	

- 13. In the event of any dispute arising among the partners, the same shall be referred to arbitration of a single arbitrator, agreed upon among the partners unanimously and the arbitrator's award shall be binding on all the partners.
- 14. No partner shall transfer, pledge, or otherwise encumber his/her right or interest in the firm except with the written consent of other partner.

P.N. BALASUBRAMANIAN

Mrs. PRIYA BALASUBRAMANIAN

- 15. Death, retirement, insolvency or expulsion of a partner shall not cause dissolution of the firm. The firm is to be continued by the remaining Partners as per terms and conditions agreed upon by the surviving/ remaining Partners.
- 16. Any partner may retire from the firm by giving two-month notice in advance. Retiring partner or heirs of a deceased Partner shall not have any claim for a share on any of the assets of the firm apart from the balance standing to the credit of his capital / current account. The retiring partner and heirs of a deceased partner shall not be entitled to any Goodwill of the firm.
- 17. While settling the account of any Partner ceasing to be such, the firm shall arrange to disburse the amount found payable towards any credit balance in his account within a period of six months of the event happening, failing which, interest at 6% per annum, shall be payable henceforth, in addition, till the date of discharge, and his share of income for the proportionate period of his service as partner, during the year of death/retirement, after adjusting the debit balance, if any, in his account, shall be paid within one month of completion of the audit of the accounts of the firm for that year.
- 18.If any Partner retires from the firm he/she shall not carry same or similar line of business as that of the firm within an area of five kilometers from the office of the firm and for a period of two years from the date of retirement he/she shall not carry on any business in the same name as that of the firm.
- 19. None of the Partners shall not carry on any business similar to the business of the firm anywhere, without the consent of the other partners.
- 20. Each Partner shall pay his/her separate or private debt and indemnify of the other partners and partnership assets against the same and expenses thereof.

P.N. BALASUBRAMANIAN

Mrs. PRIYA BALASUBRAMANIAN

- 21. All matters that are not specified in this deed shall be governed by the provisions of the Indian Partnership Act, 1932.
- 22. This firm commenced today may be determined at will.
- 23. Any of the aforesaid clauses may be altered or amended if the partners so decided unanimously.

IN WITNESS WHEREOF, the parties hereto have signed on the day and year written above in the presence of the following witnesses:

P.N. BALASUBRAMANIAN

Mrs. PRIYA BALASUBRAMANIAN

Mrs. LAKSHMI NARAYANAN

Iva

#### Witnesses:

- 1. Meesa Pladeep. Kuroor (14). Eroor West-p.O. Tripunthur. Meero
- 2. Lisha Sijoy, Thalamittath House fisher Thykoodam, Vyttila. P.O