



ગુજરાત ગુજરાત GUJARAT ૩૦૯૮ રૂપિયા: ૫૦૦/- - 6 APR 2012 C 513645



મી..... ૨૦૧૨  
 નામ: મી. જગદીશ ચંદ્રા પટેલ + સરવજીત મુનિયં  
 સંબંધ: પુત્રી કાર્ડ, કોમિશન, કોમિશન  
 મહારાષ્ટ્ર રાજ્ય ના  
 શાહી/અમદાવાદ ના શાહી  
 શાહી સહી:.....

S.No..... ૨૦૨૧  
 VIJAY C. SHAH  
 NOTARY  
 GOVT. OF INDIA

15 OCT 2012

THIS DEED OF PARTNERSHIP made at Ahmedabad on this 13<sup>th</sup> day of April, 2012 among:

1. DR. VIRAL JAGDISHCHANDRA PATEL, Hindu, Indian Inhabitant, adult, occupation business, residing at A - 20, Anganvilla Bungalows, Bareja Char Rasta, N.H. 8, Bareja- 382425, hereinafter referred to as the party of the FIRST PART.





2. **VINODKUMAR KANTILAL PATEL**, Hindu, Indian Inhabitant, adult, occupation business, residing at 9, Devarshi Bunglow, Near Tulip Bunglow, Opp. T.V. Tower, Thaltej, Ahmedabad - 380054, hereinafter referred to as the party of the **SECOND PART**,
3. **DR. NARENDRA MAFATLAL PATEL**, Hindu, Indian Inhabitant, adult, occupation business, residing at 8, Utsav Bunglow, Opp. T.V. Tower, Thaltej, Ahmedabad - 380054, hereinafter referred to as the party of the **THIRD PART**,
4. **DR. (MRS.) AMARJEET KAUR**, Hindu, Indian Inhabitant, adult, occupation business, residing at 49, Shivalik Bunglows, Anandnagar Cross Road, Near Madhur Hall, Satellite, Ahmedabad - 380015, hereinafter referred to as the party of the **FOURTH PART**,

AND

5. **DR. SARJAN DILIP SHAH**, Hindu, Indian Inhabitant, adult, occupation business, residing at 7, Shivalik Bunglows, Anandnagar Cross Road, Near Madhur Hall, Satellite, Ahmedabad - 380015, hereinafter referred to as the party of the **FIFTH PART**,

(Which expression shall unless it be repugnant to the context or meaning thereof include their respective heirs, executors, administrators, legal representatives, successors, transferees and assigns)

WITNESSETH AS FOLLOWS:

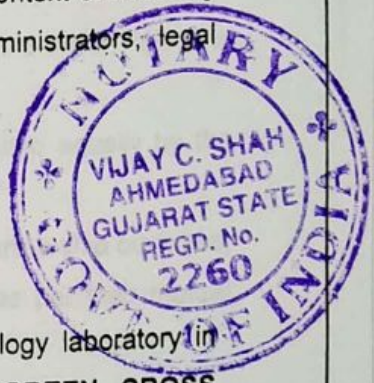
WHEREAS

- A. The parties hereto are carrying on business of pathology laboratory in partnership under the name and style of "M/S. GREEN CROSS DIAGNOSTIC CENTRE SOLA ROAD" from its office situated at 201, 2<sup>nd</sup> Floor, Pushpraj Arcade, Near Kalupur Com. Bank, Near Bhuyangdev Char Rasta, Sola Road, Ahmedabad - 380061.

*Dr. J. V. V. Patel  
Amarjeet Kaur  
Sujay  
Ropantel*

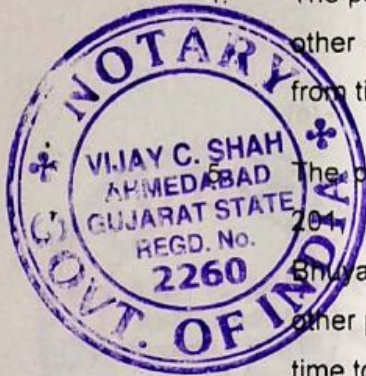
- B. The parties hereto are desirous of reducing into writing the terms and conditions of the Partnership by executing a Deed of Partnership being these presents.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO IN AS FOLLOWS:





1. The partnership has commenced and shall be deemed to have commenced from 1<sup>st</sup> April, 2012.
2. The name of the partnership shall be "M/S. GREEN CROSS DIAGNOSTIC CENTRE SOLA ROAD" and/ or such other name/s as the partners may decide from time to time.
3. The duration of partnership shall be 'AT WILL'.
4. The partnership business shall be that of running pathology laboratory and other ancillary business or businesses which the partners may decide from time to time.



The partnership business shall be conducted from its office situated at 204, 2<sup>nd</sup> Floor, Pushpraj Arcade, Near Kalupur Com. Bank, Near Bhambangdev Char Rasta, Sola Road, Ahmedabad – 380061 and/ or such other place or places as the parties hereto may mutually agree upon from time to time.

6. (a) The parties have mutually agreed to contribute the initial capital of the firm as per the requirement of the business. It is agreed that 40% of the capital is to be contributed by the party of the First Part and remaining amount i.e. 60% of the capital is to be contributed equally by the parties of the Second to Fifth Part.
- (b) As and when additional capital is required for partnership business, the same shall be brought in by the partners as per their mutual agreement from time to time.
- (c) Interest shall be paid/charged on the capital accounts of the partners @ 12% per annum or at such other rate or rates and may be specified as the maximum rate of interest in Section 4U(b)(iv) of the Income Tax Act, 1961, from time to time.



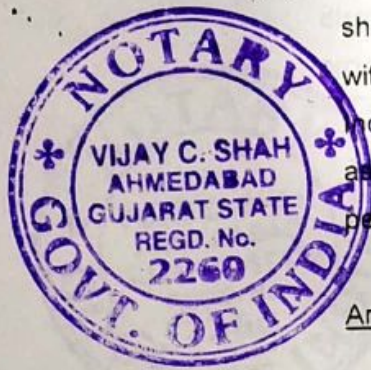
*Part*  
*1st Part*  
*Amirul Khan*  
*7*  
*Boypatel*  
*Suraj*

(a) The party of the First to Fifth Part have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership and shall be known as working partners, and in consideration of being keeping themselves actively engaged in conducting the business of the partnership as working partners the parties to First to Fifth Part are entitled to a yearly remuneration as follows:



Sr. No.	WORKING PARTNERS	REMUNERATION (PER ANNUM)
1.	Dr. Viral Jagishchandra Patel	10.00 lakh
2.	Mr. Vinodkumar K. Patel	1.00 lakh
3.	Dr. Narendra M. Patel	1.00 lakh
4.	Dr. (Mrs.) Amarjeet Kaur	1.00 lakh
5.	Dr. Sarjan D. Shah	1.00 lakh

- (b) The aggregate yearly remuneration payable to the working partners shall be computed in manner laid down in section 40 (b) (v) read with explanation 3 and/or any other applicable provisions of the Income-tax Act, 1961 as may be in force in the Income-tax assessment of the partnership firm for the relevant accounting period/year, but shall not exceed the Book-Profit;



Amount of Book-Profit

% of Income to be distributed as remuneration to the working partners

- (i) For Book profit up to Rs. 3,00,000/- 90% of the Book Profit or Rs. 1,50,000/- whichever is more
- (ii) For balance of Book Profit 60% of the Book Profit

- (c) That, in the event of the aggregate amount of the partners' remuneration being restricted as aforesaid, the restricted amount of remuneration shall be payable to the aforesaid partners as per fixed remuneration ratio mentioned hereinabove.

- (d) In the event of there being a loss (as against Book Profit) in any year, no remuneration shall be payable to the partners.

(e) For the purposes of this Clause, 'Book Profit' shall have the same meaning as is given in Explanation 3 below section 40(b)(v) of the Income-tax Act, 1961.

8. It is hereby further agreed by and between the parties hereto that the interest as provided in clause 6 hereof and the remuneration as provided in clause nos. 6(c) and 7 hereof payable to the partners may be varied, altered, amended or modified as regards mode of calculations as may be

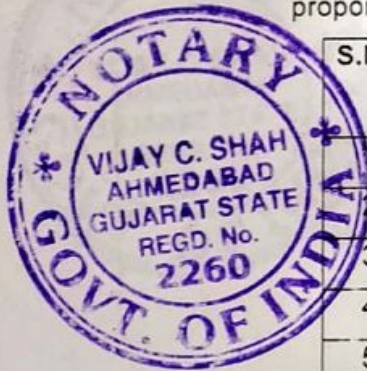


*Handwritten signatures and notes:*  
 Patel  
 Amarjeet Kaur  
 Sarjan D. Shah



mutually agreed by and between the parties hereto from time to time. However, all such changes are subject to provision of section 40(b) (iv) and (v) as the case may be and/or any other relevant provision of the Income Tax Act, 1961, as in force from time to time by executing supplementary deed of partnership and shall always be deemed to have been authorized and in accordance with the terms of this deed of partnership, and further such supplementary deed when executed shall have effect, unless otherwise provided from the first day of the accounting period/year in which such supplementary deed is executed and the same shall form part of this deed of partnership.

9. The net profits and/ or losses of the partnership business shall be divided, distributed and/or contributed by the parties hereto in the following proportions:-



S.NO.	NAME OF THE PARTNERS	SHARE IN PROFIT / LOSS%
1.	Dr. Viral Jagdishchandra Patel	50.00
2.	Mr. Vinodkumar K. Patel	12.50
3.	Dr. Narendra M. Patel	12.50
4.	Dr. (Mrs.) Amarjeet Kaur	12.50
5.	Dr. Sarjan D. Shah	12.50
	<b>TOTAL</b>	<b>100.00</b>

10. The partners may decide to open account/s with such bank or banks as the partners may from time to time agree upon, and the same shall be operated by any one partner of this partnership agreement.

11. The partners may raise or borrow money for the partnership business in the name of partnership Firm on such terms and conditions as may be agreed upon in writing by the partners from time to time.

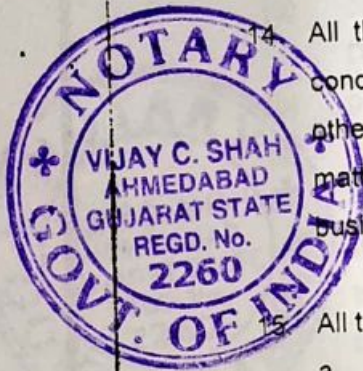
*Handwritten signatures and initials:*  
 [Signature]  
 [Signature]  
 Amarjeet Kaur  
 [Signature]  
 [Signature]

12. Proper books of account shall be maintained by the partnership wherein shall be entered particulars of all the money, assets and properties belonging to or, owned by the partnership and of all its dues and liabilities including partners accounts and of all its receipts and payments and incomes and expenditures and of all such matters, transactions and things as are usually entered in the case of business of a similar nature. The books of account and all letters, papers, vouchers and instruments etc. concerning or belonging to the partnership shall be kept at the business premises of the partnership or at such other place as may be decided by



the partners. Every partner shall at any time have free access and right to inspect or examine the same and take copies of or extracts therefrom.

13. The first accounting year of the partnership business shall end on 31<sup>st</sup> March, 2013, and thereafter on 31<sup>st</sup> March, every year i.e. Financial Year. Once in every year a Profit and Loss Account of the business carried out by the Firm upto the end of the accounting year and Balance Sheet of the Assets and Liabilities of the Firm as at the end of the year shall be prepared. The Profit and Loss Account and Balance Sheet shall be signed by the partners who shall be bound thereby unless some manifest error is discovered in which case the error shall be rectified.



14. All the partners shall be bound to attend diligently to its duties in the conduct of the business of the Firm and shall be just and faithful to the other partners and give full information and truthful explanation on all the matter relating to the affairs of the partnership and shall carry on the business to their mutual advantage.

15. All the partners shall:

- a. punctually pay their separate debts and indemnify the other partners and the assets of the Firm against the same and all expenses on account thereof;
- b. forthwith pay all moneys, cheques and negotiable instruments received by him/her on account of Firm into the Firm's account if not immediately required for the business;
- c. be just and faithful to each other and at all times give to each other full information and truthful explanations of the partnership and afford every assistance in their power in carrying on their business to their mutual advantage.



16. None of the partners shall without the previous consent of the other partners:

- (a) lend money or make delivery upon credit of any goods of the Firm to any person or persons to whom the other partner or partners shall have previously in writing forbidden him/her to do so;
- (b) give any securities or promise for the payments of moneys on account of the Firm except in the ordinary course of business;
- (c) draw, accept or endorse any bills of exchange or promissory notes on account of the Firm except in the ordinary course of the business.
- (d) enter into any bond or become bailor or surety with or for any person or do or knowingly cause to be done or suffer anything



whereby the partnership property or any part thereof may be endangered, affected, seized, attached or taken possession of;

- (e) compromise any debt of the partnership or release or discharge any of the Firm's debtors.
- (f) sell, assign, charge, mortgage, alienate or otherwise transfer his/her share in the partnership.

Any partner committing any breach of any of the foregoing stipulations shall indemnify the other partner or partners against all losses and expenses on account thereof.

17. If any of the partner shall:-

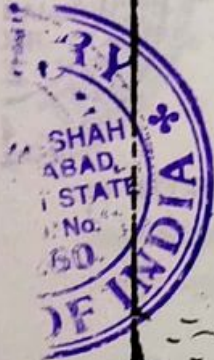
- (a) commit any breach of the provisions of clauses 15 and 16 of THIS DEED; or
  - (b) goes into liquidation or winding up or
  - (c) commit any criminal offence; or
- do or suffer any act which would be a ground for the dissolution of the partnership by the court; the other partner or the partners may within three months after becoming aware thereof, by notice in writing determine the partnership.

18. The parties hereto may admit any new partner or partners upon such terms and conditions as may be mutually agreed upon.

19. A partner may carry on/ be interested in other business whether competing with the business of the partnership or not but the partners of this partnership Firm shall have no concern with the assets and liabilities or the profits or losses of such business.

20. The goodwill, trade names and trade marks, rights in the property of the partnership business shall belong solely and exclusively to the party of the Second to Fifth Part only and the party of the First Part shall have no right, title, interest or claim in the goodwill, trade names and trademarks of the partnership business. In the event of death or retirement as the case may in case any one of the Second to Fifth Part, his legal heir or heirs, successors, executors, nominees shall have right, title or interest in the goodwill, trade marks and trade names and rights in the intellectual properties of the partnership whatsoever.

21. If any partner desires to retire from the partnership, he/she may do so by giving one month's notice in writing of its intention to the other partners and at the expiry of the said one month period.





22. The partnership shall not dissolve, if any of the partners goes into liquidation, or winding up, but shall be continued by admitting his/her nominee/s or successor/s on such terms and conditions as may be mutually agreed upon.

23. Notwithstanding anything stated or provided herein, the partners shall have full powers or discretion to modify, alter or vary the terms and conditions of this partnership deed in any manner they think fit by mutual agreement.

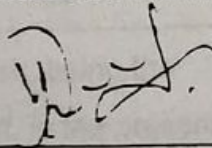
24. All other matters for which no provision is made in THIS DEED shall be decided in accordance with the provisions of the Indian Partnership Act, 1932

25. If any dispute or difference arises among the partners hereto or their representatives with regard to the construction, meaning or effect of these presents or with regard to the rights and liabilities of the partners, profits or losses of the business of the Firm or with regard to any other matter or things concerning the Firm or the business or affairs of the Firm, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and such arbitration shall be held at Ahmedabad.

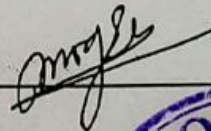
IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST HEREIN ABOVE WRITTEN.

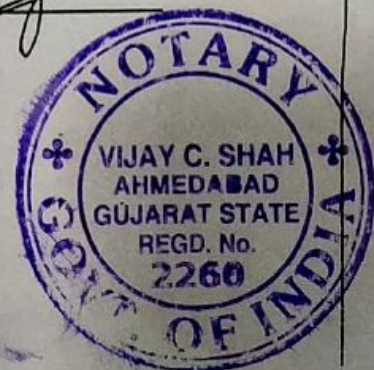
SIGNED AND DELIVERED BY THE  
MEMBERED PARTNERS.

COMMON WITNESSES



Dr. Vraj Jagdishchandra Patel, being  
the partner of the First Part, in the presence

1. 







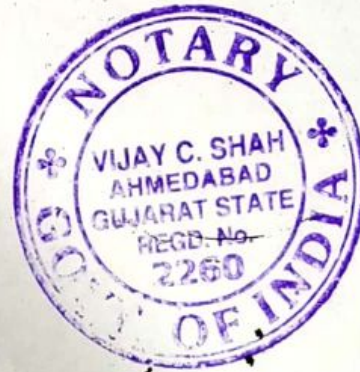
Vinodkumar Kantilal Patel

2. M. H. Shah.

Vinodkumar Kantilal Patel, being the party of the Second Part, in the presence of

N. Patel.

Dr. Narendra Mafatlal Patel, being the party of the Third Part, in the presence of :



Amarjeet Kaur

(Mrs.) Amarjeet Kaur, being the party of the Fourth Part, in the presence of :

Sarjan

Dr. Sarjan Dilip Shah, being the party of the Fifth Part, in the presence of :

Dr. Sarjan Dilip Shah  
N. Patel  
Amarjeet Kaur  
Sarjan

TRUE COPY  
VIJAY C. SHAH  
NOTARY  
GOVT. OF INDIA

15 OCT 2012

