

தமிழ்நாடு तमिलनाडु TAMIL NADU

SRI KUMBRAN. DIA GINOSTICS STAMP VENDOR
LICTUSE NO: 2/2011TRY
MANAPPARAI.

MANAPPARAI.

<u>"SRÍ KUMARAN DIAGNOSTICS"</u>

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS EXECUTED THIS 15Th DAY OF OCTOBER 2020, BETWEEN:

- 1. **DR. PL. VIJAYAKUMAR**, (PAN: AIIPV 1714 C) aged about 39 years, S/o.Sri. A. Palanimalai, residing at Gl, Abinaya Residency, A-62, Siva Prakasam Salai, Anna Nagar, Thennur, Trichy 620 017, hereinafter referred to as the "FIRST PARTY".
- 2. **DR. C. PALANIAPPAN**, (PAN: BPNPP 0194 K) aged about 32 years, S/o Mr. PL. Chinniah, residing at 21/7, Ramasamy Naidu Street, Pudu Mahalippatti Road, Madurai 625 001, hereinafter referred to as the "SECOND PARTY".

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SRI KUMARAN DIAGNOSTICS,

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LICENSE No: 2/2011TRY RACHERY ROAD, KADAI VEET MANAPPARAI

- DR. C. RENUKA DEVI (PAN: BPNPR 1973 N)aged about 27 years, D/o Mr. PL. Chinniah, residing at 21/7, Ramasamy Naidu Street, Pudu Mahalippatti Road, Madurai 625 001, hereinafter referred to as the "THIRD PARTY".
- 4. **DR. M. JEYA PRIYA** (PAN: BASPJ 4387 E) aged about 29 years, D/o. Mr. Manivannan, residing at 19, North Throwpathy Amman Kovil Street, Puthur, Tiruchy 620 017, hereinafter referred to as the "FOURTH PARTY".

WHEREAS, the 'above said parties hereto have agreed to carry on the profession of running the Hospital for inpatient and outpatient from 15.10.2020 under the name and style of "SRI KUMARAN DIAGNOSTICS" at No. 50/9, Viralimalai Road, Manapparai — 621 306, Tiruchy District.

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AND WHEREAS, it is mutually agreed between the parties that the terms axed conditions of the partnership be reduced to writing.

AND NOW THIS DEED OF PARTNERSHIP WITNESSETH AS **FOLLOWS:**

- 1. The partnership profession shall be carried on under the name and style of "SRI KUMARAN DIAGNOSTICS".
- 2. The main place of the partnership and the administrative office of the partnership shall be at No. 50/9 Viralimalai Road, Manapparai — 621 306, Tiruchy District and/or at other place or places as may be mutually agreed to by the parties hereto.

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- 3. The profession of the partnership is running the hospital for in patients and out patients. The partners may carry all or any business as may be deemed to be necessary, incidental, profitable or expedient by them, as may be agreed by them from time to time.
- 4. The partnership shall be terminable WILL". "AT This partnership agreement shall be deemed to have commenced from 15.10.2020.
- 5. The capital of the firm shall be contributed by the parties in equal proportion as and when required for the profession of the firm.
- 6. The partners shall bring the funds towards the additional capital for the firm as and when required. The amount so brought in by the partners shall be credited in the capital account of the partners.
- 7. The Net Profit or Loss shall be divided between or borne by the parties as hereunder:

SL.NO	NAME OF THE PARTNERS	AMOUNT RS
1	DR.PL.VIJAYAKUMAR	25%
2	DR.C.PALANIAPPAN	25%
3	DR.C.RENUKADEVI	25%
4	DR.M.JEYAPRIYA	25%

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- 8. The firm shall pay simple interest at the rate of 12% per annum or such 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 and such interest shall be payable to the partners on the amount standing to the credit of the accounts of the partners. Such interest shall be calculated and credited to the account of each partner at the close of the accounting year.
- 9. All the four Partners shall be the Working Partners of the firm, who will be incharge of the management of the day to day affairs of the profession. The above said Working Partners, shall on behalf of the firm, shall have the following powers and duties severally:
 - (a) they shall have the right of doing profession and shall have all rights connected with the profession.
 - (b) they shall employ and dismiss labour and other servant or servants of the partnership on such terms as they may consider fit and proper.
 - (c) they shall pay taxes, cesses and shall receive all money owing to partnership, issue receipts and demands, sue for all money and things due to the partnership and shall represent, conduct, appear and file or defend cases, legal suits, etc., in any Court, Income Tax, Sales Tax Office, Tribunal or elsewhere.
 - (d)they shall receive the registered posts, parcels addressed to partnership and shall represent the matters connected with Post Office, Telephone Department, etc.
- 10. The firm may open accounts with any of the Nationalised Bank or Banks or any of the Scheduled Bank or Banks as may be agreed amongst partners from time to time and such bank accounts shall be operated by Working Partners DR. PL. VIJAYA KUMAR and DR. C. PALANIAPPAN severally with such bank or banks on behalf of and in the name of the firm.

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- 11. The partnership firm shall have the power to borrow money from any individual or individuals and from any Bank or Banks and Government and Private Financial Corporations and such loan documents shall be signed by DR. PL. V1JAYA KUMAR and DR. C. PALANIAPPAN. The interest for the above loan, if any shall be paid out of the funds of the firm.
- 12. The firm shall pay remuneration to the above said Working Partners at the rate of Rs. 25,000/= (Rupees Twenty Five Thousand Only) each per month with effect from 05.12.2016. The above remuneration payable to the above said Partners and it shall be credited to their respective account at the close of the accounting period when final accounts of the partnership are made.
- 13. The firm shall keep proper books of accounts as are usual and necessary in a profession of like nature and enter therein all the transaction of the firm truly correctly as and when they occur. The account books of the profession shall be kept at the office of the firm and the Working Partners shall be responsible for the proper maintenance of accounts. The books shall be available for inspection by all partners at all reasonable times at the office of the firm.
- 14. The books of accounts shall be balanced and closed on 31st March, every year and the Profit and Loss Account for the year and Balance Sheet as on that date shall be drawn.
- 15. If any partner is desirous of retiring from the partnership profession, he/she shall give the other parties three months prior notice in writing, intimating his/her willingness to withdraw from partnership profession. The retiring partner's share will be ascertained and settled on the basis of the figures disclosed by the Profit and Loss Account and Balance Sheet referred to and mutually, agreed upon.
- 16. The partnership shall be deemed to be continuing on the admission of a new partner or partners provided that the admission will be approved by all the parties.
- 17. Retirement, death or insolvency of a partner shall not dissolve the firm and the continuing partners may carry on the business as continuing concern with an obligation to take the legal heir of the deceased partner in the event of death or to settle the account of the retiring or discontinuing partners as the case may be..
- 18. All disputes, differences and questions whatsoever, which may at any time arise between parties hereto in respect thereof, or concerning anything contained in or arising out of this deed or to the rights, duties and liabilities hereunder of the parties

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- respectively shall be referred to an arbitration and provisions of the Arbitration and Conciliation Act, 1996 shall apply for the purpose.
- 19. The partners herein are at liberty to alter, amend, add or delete any of the said terms and conditions by mutual consent.
- Anything, not specifically provided for in this partnership deed shall be governed by 20. the provisions of the Indian Partnership Act, 1932.

IN WITNESS WHEREOF, the parties hereto have fixed their respective hands, on this day, month and year first above written.

SIGNATURE:

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1. Up Rajegh. K. RAJESH No. 26. Lakehmipuram MANAPPARAI, TRICHY-62130 2. V. Hari Prakash V. HARI DRAICASH 153, South Street, Anampaty CPO), manapaarai (T. K. Trichy (DF), 621312.