

राजस्थान RAJASTHAN



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PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP MADE ON THIS 12-04-2016 AT JAIPUR BETWEEN:

- 1. Dr. Aabha Gupta W/o Dr. Gajendra Nath Gupta, Age-49 Years, R/o B-16, Mathur Vaish Nagar, Tonk Road, Jaipur 302029 (Hereinafter called the party of the First party).
- 2. Dishebh Gupta 5/o Dr. Gajendra Nath Gupta, Age-23 Years, R/o B-16, Mathur Vaish Nagar, Tonk Road, Jaipur-302(29 (Hereinafter called the party of the Second party).
- 3. Dr. Akshat Sharma S/o Dr. B.P. Sharma, Age -28 Years, Flat No.-204, Coral Kamla Residency, New Shiv Bari Road, Chanakya Nagar, Bikaner-334003 (Hereinafter called the party of Third party)

AND WHICH expression shall include unless excluded by context their respective heirs, administrators, legal representatives, survivors, executors and trustees.

AND WHEREAS the partners are carrying on business of pathology laboratory and diagnostic center with facilities of Pathology, X-ray, ECG, Sonography, pulmonary and other testing relating to medical and other business also be carried on which the mutual consent of the parties. Under the name and style of M/s RELIABLE DIAGNOSTIC CENTER at Flat No.-204, Coral Kamla Residency, New Shiv Bari Road, Chanakya Nagar, Bikaner-334003.

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AND WHERES in pursuance of the said agreements, the parties here to covenant to become partners and orden to safe- guard their respective rights and interests and to avoid any misunderstanding/disagreement and /or disputes and regarding the conduct of partnership affairs, and desirous to reduce the terms and condition of the partnership into writing.

NOW WITNESS THAT THE PARTNERS HERE TO MUTUALLY AGREE AS FOLLOWS:

- 1. That the deed of partnership is and shall be deemed to have come into force with effect from the date of 0: 04-2016.
- 2. That the name and style of partnership firm/ business shall be M/s M/s RELIABLE DIAGNOSTIC EENTER or any name as may be mutually agreed by the partners.
- 3. That the business of partnership shall be carrying on business of pathology laboratory and diagnostic center with facilities of Pathology, X-ray, ECG, Sonography, pulmonary and other is testing relating to medical or such other business as parties may from time to time decided.
- 4. That the busi less shall be carried at Bikaner or at such other places at the parties may from time to time agree.
- s. That the capital required for the purpose of business of the firm shall be arranged and contributed by all the parties as and when required.

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That the partners may open one or more bank account in any bank in name of the partnership firm or any other name at any place or places as mutually agreed/decided by all authorized by the partner.

- 7. That the firm shall pay interest @12% per annum of such rate as may be agreed upon by the partners subject to the maximum permitted by the Income Tax Act-1961 as amended from time to time or any other law prevailing in its place at that time to time amount capital contribution or loan advanced by each partner and profit or losses of the business of the firm shall be arrived at after accounting for the interest so payable as a business expenditure of the firm.
- 8. That all necessary and proper books of account in respect of the partnership firm/business shall be maintained and all the parties the partners of their duly authorized agent or agents shall be entitled to have free and unhampered access to such books and records of the partnership firm at all reasonable times.

9. The accounting year of the firm shall end on 31st march every year and at the end of the year, profit and loss account and Balance-Sheet shall be prepared and approved by all the partners.

That the profits and losses of the partnership after making all necessary adjustments shall be discribited and born by the partners in the following proportions:

Party of the first part : 25%

Party of the Second Part : 25%

Party of the Third Part : 50%

That all the parties of the partners shall be just and faithful to each other's relating to the business and affairs of partnership and shall give a true and fair account and full information of all the things and matters relating to the same to each other as often as they shall be required to do so.

- 13 That the partners shall carry on the business of the partnership to almost advantage and shall not do anything which may be detrimental to the interest of the partnership.
- 14 That no outsider shall be admitted to this partnership firm/business without the consent of the all the partners.
- 15 That the duration of the partnership is at will of the partners who may sever his connection from the firm/business by giving one months, notice in writing of his intention to do so to the from the firm/business by giving one months, notice in writing of his intention to do so to the from the firm/business by giving one months, notice in writing of his intention to do so to the from the firm/business by giving one months, notice period, the firm shall stand dissolved remaining partners and on the expiration o such notice period, the period of notice can be as regards the party or parties giving such notices (s), the period of notice can be reduced/waived if mutually agreed upon by the partners.

In the event of death of any partner the firm shall not be dissolved but the legal heir of the deceased partner shall be admitted as a partner in his/her place. 17 That in the event of any dispute of the partiers to the deed, no party shall be straight away rush to court of law. The dispute shall be decided by the majority decision of the parties, others the partners refer the dispute amongst the arbitrators nominated by the parties of the partnership. 18 That for all the condition not mentioned here in the partnership agreement shall be governed by the Indian partnership act, 1932. 19 That any other provision concerning the business of partnership for which no provision has been made in this deed shall be decided by the partners by mutual consent and such decision. shall be deemed to part of this deed. 20 That it shall be open to the parties at any time to mutually agree to add, after of delete any terms and condition. In the event of such addition, alternation or amendment the same shall be incorporated as addenda, or addendum as the case may be to the deed. IN WITHESS Whereof, the parties above named has set their respective hands on the date, month and the year first above-mentioned. ahla Gualit (Dr. Aabha Gupta) WITNESS Party of the First Part - Dishabh Gupta) Party of the Second Part Party of the Third Part