

Date:25/06/2018



**Karnataka Private Medical Establishment Authority  
Dakshina Kannada District**



**CERTIFICATE OF REGISTRATION**

**SPARSHA DIAGNOSTIC CENTRE**

VISHWAS SPRINGFIELD.OPP HOTEL MAYA INTERNATIONAL.UPPER BENDLOOR.MANGALORE 575002

Is hereby registered as Diagnostic centers and therapy establishments not attached to Hospitals-Diagnostic centres with basic facilities only

As per the provision of KPMEA ACT 2007 & Rules 2009

**Registration Number : DKA00720YNCD**

Issue Date 25 Jun 2018

Valid Till 24 Jun 2023

Deputy Commissioner & Chairman / CEO  
DIST.REGISTRATION AUTHORITY  
Dakshina Kannada District

District Health & FW Officer & Secretary  
DIST.REGISTRATION AUTHORITY  
Dakshina Kannada District

I M A President & Member  
DIST.REGISTRATION AUTHORITY  
Dakshina Kannada District

District Ayush Officer  
DIST.REGISTRATION AUTHORITY  
Dakshina Kannada District




- 1) **Dr.KIRANA PAILOOR**, aged 39 years, D/o. Shri.Narayana Rao Pailoor residing at, "OMKARA", 15-17-902/3, Near Silver Wood Apartment, Shivabhag 5<sup>th</sup> Cross, Mangaluru -575 002 hereinafter referred to as the '**FIRST PARTY**'.

**AND**

- 2) **Dr.MURALI KESHAVA.S**, aged 45 years, S/o. Dr.S.Mahalinga Hegde, residing "OMKARA", 15-17-902/3, Near Silver Wood Apartment, Shivabhag 5<sup>th</sup> Cross, Mangaluru -575 002 hereinafter referred to as the '**SECOND PARTY**'.

WHEREAS the parties hereto are desirous to carry on the business of a clinical diagnostic Laboratory in partnership and whereas the parties deem it expedient to reduce to writing the terms and conditions of partnership, now this deed entered into and WITNESSETH AS UNDER:

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- 1) **NAME**: Name of the firm shall be “**SPARSHA DIAGNOSTICS**”.
- 2) **PLACE**: The business of firm shall be carried on at Door No.15-1-45/1,Ground Floor, Vishwas Spring Field, Opp: Maya International Hotel, Upper Bendoor, Mangaluru – 575 002.
- 3) **COMMENCEMENT**: The partnership shall come into existence from 01-04-2019.
- 4) **DURATION**: The duration of the firm shall be for the period of 25 years or till the loan borrowed from Karnataka State Financial Corporation or from any other financial institution whichever is later..
- 5) **OBJECTIVES**: The business of the partnership is a Clinical diagnostic laboratory and other related healthcare services. The partnership firm may also carry on any other business activities as the partners may decide from time to time.



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- 6) **MANAGEMENT:** Both the partners shall be working partners and shall be responsible for the management of the day to day business of the firm. The working partners may be paid remuneration subject to the maximum as stipulated under the Income tax Act from time to time and the same shall be calculated as stated here below or in such manner as may be prescribed under the Income Tax Act from time to time :

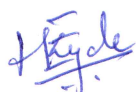
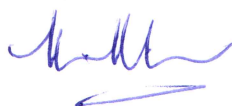
First ₹ 3, 00,000 of book profits - 90% or ₹ 1, 50,000 whichever is Less.

On the balance of book profits - 60%

Subject to the limits specified above, the partners may decide the remuneration to be paid to each partner.

- 7) **CAPITAL:** The partners shall contribute capital as and when required in the ratio of First Party -60%, Second Party-40%. Interest on capital at a rate not exceeding 12% may be paid on the capital contributions of the partners. However the partners if so decide may waive their right to receive interest on the capital. In no event, the capital contributed by the partners or the interest if may accrued on the capital or on the advances made by the partners shall be paid or allowed to be withdrawn during the currency of the loan borrowed from K.S.F.C or any other financial institution.

- 8) **SHARE OF PROFIT:** The profits or losses of the firm shall be divided between the partners in the ratio of First Party 60%, Second Party-40%.



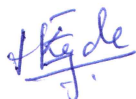
- 9) **BANK ACCOUNT**: Bank account or accounts shall be opened in the name of the firm and such accounts shall be operated by any one of the partners.
- 10) **BORROWINGS**: The firm may borrow money from individuals, firms, societies, companies, banks, Karnataka State Financial Corporation or other financial institutions or from any person as the partners may decide from time to time .For the purpose of availing the loan the properties the partners are authorized to mortgage all or any properties of the firm.
- 11) **ACCOUNTS**: The firm shall maintain books of accounts recording all the receipts and payments, purchases, sales, Income and Expenditure, in the generally accepted accounting procedure. At the end of 31<sup>st</sup> March every year a profit and loss account and Balance Sheet shall be drawn and the same shall be signed by all the partners. Such accounts shall not be disputed by partners unless manifest errors are found.
- 12) The parties may by a resolution recorded in the Resolution Book maintained by the firm, alter, vary or delete any of the provisions herein contained and the same shall be as effectual and binding as if they are herein embodied.



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- 13) It is expressly agreed between the parties that the death, retirement, insolvency or incapacity of any partner shall not dissolve the partnership. If during the continuance of the Partnership any partner dies, the partnership shall be continued by the surviving partners by taking the legal heirs of the partner so deceased, retired, declared insolvent or incapacitated. If necessary, the firm should be continued by taking new partners with the prior written approval of the Karnataka State Financial Corporation.
- 14) Any clauses in the partnership deed shall be amended or changed on mutual consent of the partners and after obtaining prior written approval from K.S.F.C or other financial institution and such alteration shall be in writing.
- 15) The partners shall not amend, add, modify or vary the terms of the Partnership deed and also shall not re-constitute or retire from the partnership except with the prior permission of Karnataka State Financial Corporation in writing.
- 16) Every partner shall be just and faithful to one another and render true account and full information of all things touching the business of the firm to the others or his legal representatives.

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17) In case of dispute arising between the partners regarding the terms and conditions of this partnership, or its interpretation or implementation of the same shall be referred to the Arbitrators under the Indian Conciliation and Arbitration Act and the Award passed by the Arbitrators shall be final and binding on the parties.

IN WITNESS WHEREOF the parties have put their hands to this DEED the 09<sup>th</sup> Day of May 2019

1) FIRST PARTY



2) SECOND PARTY



**WITNESS:**

1)



*K. Sham Bhat*  
B.Com., F.C.A.,  
Chartered Accountant  
III FLOOR, EMBASSY PLAZA  
N. H. 48. PUMPWELL  
MANGALORE - 575 002  
M. No. 22134

2) *Vishveshwara P.*

**VISHVESHWARA P., B.Com., ACA**  
Chartered Accountant  
Membership No. 239930  
7/50/50, III<sup>rd</sup> Floor, Embassy Plaza  
Pumpwell, Mangaluru - 575 002