

Affidavit



Indian-Non Judicial Stamp
Haryana Government



Date : 22/06/2017

Certificate No. R0V2017F125



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 28128405



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Nirvana Diagnostic Centre

H.No/Floor : X

Sector/Ward : X

Landmark : X

City/Village : Rohtak

District : Rohtak

State : Haryana

Phone : 0000000000

*Arvind Stamp Vendor
ROHTAK*



Purpose : NON JUDICIAL STAMP to be submitted at Office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

RECONSTITUTION OF PARTNERSHIP DEED

This deed of partnership made and executed on this the day of 22/06/2017 at Rohtak by and among all the party who are adults & in their sound mind executed in this regard

1. Dr. Vijender Sangwan s/o Sh. Satbir Singh, R/o H. No. 1386/21, Prem Nagar, Rohtak Hereinafter referred to as the first party.
2. Dr. Vinod Malik s/o Sh. Maha Singh Malik, resident of H.No. 2460, Sector-1 HUDA, Rohtak. Hereinafter referred to as the second party/retiring partner.
3. Sandeep Malik s/o Sh. Balbir Singh resident of H. NO. 144R, Sector-2, Rohtak hereinafter referred to as the third party
4. Dr. Aditya Batra s/o Sh. Hushari Lal Batra, resident of 987, Sector-1 Rohtak. hereinafter referred to as the fourth party
5. Smt. Ruby Sangwan d/o Sh. Bijender Malik resident of H. No. 1386, Ward No. -21, Prem Nagar, Rohtak hereinafter referred to as the Fifth party/ Incoming Partner

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[Handwritten signatures of the parties]

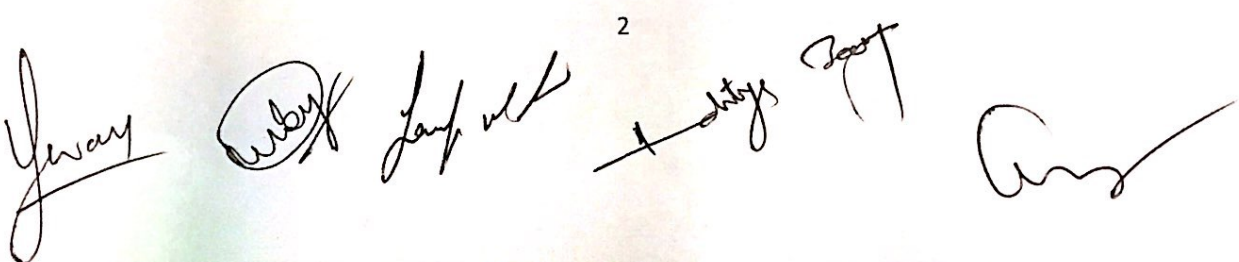
(The terms first, second, third, fourth and Fifth parties shall wherever the context to request mean and include their respective heirs, legal representatives, administrators, executors and assigns) of the each part shall witnessed:

Whereas the parties 1 to 4 herein have been carrying on business as partners of the firm under the name and style of "**Nirvana Diagnostics Centre**" The Second party herein have expressed his desire to retire from the firm and the fifth party herein as offered to come in as a partner to continue the business. Upon the Second parties herein offering to retire from the firm the accounts of the firm have been settled. The parties 1, 3, and 4 herein have decided to continue the business under the same name & Style and to take over the liabilities of the firm, all the assets together with goodwill and name. Hence this re-constitution deed.

This deed will be governed by the agreement as given below, and will supersede all previous deeds, to the extent given below

NOW, THEREFORE THIS DEED WITNESSETH as under, incorporating the following terms and conditions of the partnership:-

1. That the partnership business shall be carried on under the same name and style of M/s Nirvana Diagnostic Centre.
2. The reconstituted partnership firm shall be deemed to have effect from 22/06/2017.
3. That registered address will be "Medical Mor, Rohtak.
4. That partnership shall be partnership at Will.
5. That the Parties to this Deed have been carrying on the said Business in partnership on terms and conditions orally and mutually agreed amongst themselves.

 Five handwritten signatures in black ink are present at the bottom of the page. From left to right, they appear to be: 'Jewary', a signature with a circled initial, 'Lamp', a signature with a '2' above it, and 'Sant'. A sixth, larger signature is on the far right.

6. That the amount shall be invested as their capital investment. Further capital, loans or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners as per their convenience as and when funds are in need.
7. That interest at the rate of 12% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961 or any other applicable provisions as may be in force in the income-tax assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and amongst the parties from time to time, shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners. Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to person other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.
8. That 5th party has agreed to keep herself actively engaged in conducting the affairs of the business of the partnership firm, for which 5th party will receive a maximum monthly remuneration of Rs 25000/- Per month after deducting the TDS as per law.

The partners may be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time. The remuneration so computed shall be worked out and credited in the books of account, at



the Finalization of Balance Sheet Relating to the Accounting Year Period.

That All Partners hereto shall be true and faithful to all other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.

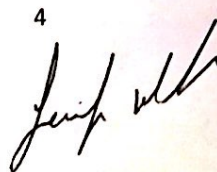
9. That working partners shall work diligently, honestly and devote their time and attention to the interests of the business.
10. That working partners shall attend the business of the partnership for the greatest advantage of the firm, any partner can engage directly or indirectly engaged in any similar trade or business.
11. All partners shall be faithful to other partners in the transactions relating to partnership business;


Pay his separate debts and indemnify the other partners and assets of the firm against the same and all other proceedings, costs, claims or demands in respect thereof;

Give full information and truthful explanations of all matters relating to the affairs of the partnership to all the partners at all times.

12. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. The firm shall maintain usual account and other books at the place of business and they shall be kept properly posted up to date and shall not be removed from the place of business without the consent of the partners. All partner shall have free access to the books of account of the partnership at all times and shall be entitled to make such copies or extract there from as and when required.



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13. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, If Required, shall be divided and distributed amongst the partners in the following proportion:

Sr No	party	Old Share	New Share
1.	Dr. Vijender Sangwan (first party).	35.00%	35.00%
2.	Dr. Vinod Malik (second party/retiring partner.)	22.50%	Nil
3.	Sandeep Malik (Third Party)	22.50%	22.50%
4.	Dr. Aditya Batra (fourth party)	20.00%	20.00%
5.	Smt. Ruby Sangwan (Fifth party/ Incoming Partner)	Nil	22.50%

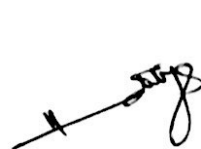
The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

14. That the bank account or accounts shall be maintained in the name of the firm and shall be operated singly or jointly by the partners as Mutually Decided.
15. That the books of account shall be closed on 31st day of March all year and in case of retirement then upto date of retirement & afterwards upto 31st March. The net profit or loss after deducting all expenses, interest, remuneration, outgoings shall be divided and adjusted between the parties in proportion to the sharing ratio referred to hereinabove.
16. That the Indian Partnership Act shall be governed .it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the













surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession. On the death of any partner, the surviving partners shall have the option to purchase the share of the deceased partner's. The purchase price of the share of deceased partner shall be the amount at which such share shall stand in the last balance sheet which shall be prepared on the date of death of any of the partner/s

17. That If any partner retires or becomes insolvent, then the partnership will not be dissolved, and the remaining partner, shall have the option to purchase the share of such partner and the purchase price shall be calculated as given in the preceding clause. The Remaining Partners may have right to add new Partners
18. All outgoings and expenses of the partnership and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits, next out of capital and in the case of further deficiency, by the partners in the shares in which they are entitled to the net profits of the partnership business.
19. All partnership moneys, bills, notes, cheques and other instruments received by the partnership shall as and when received be paid and deposited in the bank to the credit of the firms' account, except such sums as are immediately required to meet the current expenses of the partnership firm.
20. All transactions of the firm shall be done in the name of the partnership and all goods shall be purchased or sold in the firm name. All the bills, vouchers, delivery notes, receipts, etc. shall be issued in the name of the firm.
21. That if all the partners deem proper and in their interest, they may admit any other person or persons as partners on the

The image shows five handwritten signatures in black ink, arranged horizontally. From left to right: 1. A signature that appears to be 'Surya'. 2. A signature that appears to be 'Rudra'. 3. A signature that appears to be 'Surya'. 4. A signature that appears to be 'Surya'. 5. A signature that appears to be 'Surya'.

terms and conditions as may be mutually agreed amongst themselves.

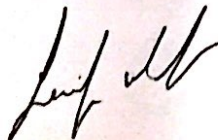
22. That the partners to this deed are partners in their individual capacity. That the firm shall not be responsible for the personal acts, omission and liabilities done in their individual capacity.

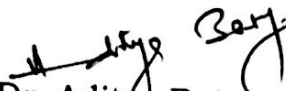
23. No partner shall without the written consent of the other partners-

- (i) Lend money or give credit of the goods of the firm to whom the other partners have previously forbidden him to trust.
- (ii) Mortgage, charge or assign his share in the assets or profits of the firm.
- (iii) Draw, accept or endorse any bill of exchange or Promissory note on account of the firm.
- (iv) Engage, remove or dismiss any apprentice, employee or agent of the firm.
- (v) Give any security or promise for the payment of money on account of the firm except in the ordinary course of business.
- (vi) Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the partnership property may be endangered.

24. That in case any partner express his will to retire from the firm he has to serve three calandermonths notice to other partners through registered post at their proper address or By hand Acknowledgement . If the firm wound up all the assets and liabilities in the name of the firm shall be dealt with in accordance with the provisions of the Indian partnership act.

25. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of





Dr. Aditya Batra
(fourth party)



Smt. Ruby Sangwan
(Fifth party/ Incoming Partner)

accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

26. That no major instrument, machine or any major decision regarding the benefit of the firm will be taken without consent of all the partners of the firm.

27. All disputes, differences and questions in this connection whatsoever if any arisen between the partners or their legal representatives and whether during or after the partnership, relating to this partnership matter whatsoever touching the affairs of the partnership or the interpretation of this agreement shall be referred to the Sole arbitrator appointed mutual consent of all the partners of the firm & shall be governed in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF the parties to this deed have set their hands on the day and year first above written and in the presence of

Witness-1 <i>Suoender</i>	<i>Vijender Sangwan</i> Dr. Vijender Sangwan (first party).
Witness-2 <i>Vinod Malik</i> 2	<i>Vinod Malik</i> Dr. Vinod Malik (second party/retiring partner.)
	<i>Sandeep Malik</i> Sandeep Malik (Third Party)



FORM "C"
[RULE (9)]

No. 68 of 2013-14

ACKNOWLEDGEMENT OF REGISTRATION OF FIRMS

The Registrar of Firms, Haryana acknowledges, the receipt of the Statement prescribed by Section 58 (1) of Indian Partnership Act, 1932. The Statement has been filed and the name of firms

M/s. Nirvana Diagnostic Centre,
Shop No. 236-R, Model Town Rohtak (Haryana)

has been entered in the register of Firms.

Address Changed from
Shop No. 236-R, Model Town,
Rohtak to Adarsh Nagar,
Model Town, Rohtak
On dt. 15-12-2014

sd-
District Registrar of Firms.
Rohtak (Haryana)

[Signature]
District Registrar of Firms
Rohtak, Haryana

Rohtak

Dated, the 24-7-13

[Signature]
12/12/14