

Nav Jeevan Co-op. Bank Ltd.
 H.O.: Bhawani Saw Mills Compound, Furniture Bazar, Ulhasnagar - 421003.
 Ground Floor, Krishna Nivas, Chhatrapati Co-op. Hsg. Soc. Ltd., Kopti Colony, Thane (E.)
 email: navjeevanbank@gmail.com Tel: (022) 25323513, 25323675 • Mob: 8275093903

Date:	Sr. No. 121197
Franking Value	Rs. 500
Service Charges	Rs. 13
Total Amount	Rs. 513
Rupees (in words)	Five Hundred
No. of Documents	①
Name of stamp duty paying party:	Dr. Arvind Dada Kolekar
PAN No.	
Name of Counter Party	
Purpose of Transaction	
Cheque / DD No.	
Drawn on Bank	
Branch	NAV JEEVAN CO-OP. BANK LTD. Kopti, Thane Branch
<small>Declaration</small> I/We hereby apply for the stamping of the above documents & declare that the information furnished in the application form is true & correct. I/We accept that Nav Jeevan Co-op. Bank Ltd. is entitled at its discretion to accept or reject this application without assigning any reason whatsoever. I/We have confirmed the amount to be franked & stamp duty to be paid. I/We have confirmed that I/We do not hold the Bank responsible for the value of the stamp value. I/We will not agree to submit this document for stamping if its out to be incorrect, incorrectly franked or if the application form or the stamp impression is distorted or tampered with. I/We shall accept the stamping service charge of Rs. 10/- per impression to the Bank & shall receive the amount of stamp.	
Signature of Customer	
(For Bank's Use Only)	
Franking Sr. No.	55332
Cashier / Officer	Authorized Signatory

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made at Mumbai on the 05th day of January 2019 BETWEEN

(1) **DR. ARVIND DADA KOLEKAR**, aged about 46 years Hindu, Adult, Indian Inhabitant of Mumbai, residing at Flat No. 701-702, Girivan Pristino, Road No. 19, Chembur, Mumbai - 400071. hereinafter referred to as the party of FIRST PART (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to include his respective heirs, executors, administrators and assigns).

(2) **DR. JAYASHREE ARVIND KOLEKAR**, aged about 40 years, Hindu, Indian Inhabitant of Mumbai, residing at Flat No. 701-702, Girivan Pristino, Road No. 19, Chembur, Mumbai - 400071 hereinafter referred to as the party of SECOND PART (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to include her respective heirs, executors, administrators and assigns).

(3) **SHRI SUNIL DADA KOLEKAR**, aged about 41 years, Hindu, Indian Inhabitant of Mumbai, residing at Flat No. 701-702, Girivan Pristino, Road No. 19, Chembur, Mumbai - 400071 hereinafter referred to as the party of THIRD PART (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to include his respective heirs, executors, administrators and assigns).

Cont. pg..2..

Dr. Arvind Dada Kolekar
 For The Nav Jeevan Co-op. Bank Ltd.
 Authorized Signatory

THE NAV JEEVAN CO-OP BANK LTD
 KRISHNA NIVAS, GROUND FLOOR
 CHATRAPATI CO-OP HSG SOC LTD
 PLOT NO. F-3, KOPTI COLONY
 THANE (E) - 400603
 D-57990, S.A. 1071/02/10/7-2019

55332 SPECIAL ADHESIVE
 133636
 10:32
 000500/- PB7018
 STAMP DUTY MAHARASHTRA
 JAN 05 2019

Dr. Arvind Dada Kolekar
Dr. Jayashree Arvind Kolekar
Shri Sunil Dada Kolekar

WHEREAS, the party of third part is carrying on proprietorship business under the name and style of M/s GANGA DIAGNOSTIC CENTRE and wish to expand the business activity and is need of further capital for expansion and professionals for technical knowledge and advice. Therefore, he has requested to party of first and second part, both being doctors, to join him in his business as partners by investing capital and also utilized their professional knowledge for the business of the firm.

In view of above the aforesaid parties intend to carry on the business/Profession in partnership in the name and style of **M/S GANGA DIAGNOSTIC CENTRE** on the terms and condition hereinafter mentioned.

AND WHEREAS, in order to avoid any future difficulties and to have better understanding, the parties hereto have agreed among themselves to reduce the terms of partnership into writing by a formal instrument of partnership and thereby regulate and control the relationship between the parties interse.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER :

1. NAME AND ADDRESS

The partnership Business/profession shall be carried on in the firm name and style of **M/S GANGA DIAGNOSTIC CENTRE**, to be carried out at Office No. 304A, 3rd Floor, Omprakash Arcade, Near Ambedkar Garden, Chembur, Mumbai – 400071 or such other place or places as may be mutually agreed by partners from time to time.

2. NATURE OF BUSINESS

The main business/Profession of the firm shall be of running and maintaining pathology and laboratory, X-ray and CT Scan and MRI center and/or such other activity as may be mutually agreed by partners from time to time.

3. DURATION

The Partnership business shall be at will and any partner have option to terminate partnership by a previous notice of 60 days in writing to the other partners to this deed of his intention in this behalf.

4. COMMENCEMENT

That the partnership business shall be deemed to have been commenced from 1st October 2018 as per oral understanding between the partners.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

5. DISTRIBUTION OF PROFIT OR LOSS OF BUSINESS

The Net Profit and Losses of the partnership Business including capital profit and/or loss shall be shared by all the partners in following proportion.

	<u>NAME OF THE PARTNER</u>	<u>PROFIT</u>	<u>LOSS</u>
(1)	DR. ARVIND DADA KOLEKAR	45%	45%
(2)	DR. JAYASHREE ARVIND KOLEKAR	45%	45%
(3)	SHRI SUNIL DADA KOLEKAR	10%	10%

6. CAPITAL

The Partner of first and second part, being investing and technical partners, shall invest the amount of capital in the partnership business as and when required. The Initial investment towards the fixed capital of partners is as under: -

<u>NAME OF THE PARTNER</u>	<u>CAPITAL CONTRIBUTION</u>
(1) DR. ARVIND DADA KOLEKAR	Rs. 22,500/-
(2) DR. JAYASHREE ARVIND KOLEKAR	Rs. 22,500/-
(3) SHRI SUNIL DADA KOLEKAR	Rs. 5,000/-

On Incorporation of this partnership firm existing proprietorship business of Shri Sunil Dada Kolekar will be transfer/converted into the partnership business and the credit balance in the capital account of Shri Sunil Dada Kolekar as on the date of conversion will be taken as loan from him in the books of accounts of partnership firm.

The partnership firm may also raise loans as and when require from either of the partners and from the outsiders on such terms and conditions as may be agreed upon by all the partners mutually.

7. BANK ACCOUNT

The bank account of the firm to be open with such bank or banks as mutually agreed upon and the same is operated as agreed by and between the partners from time to time.

8. (i) The funds required for the purpose of the partnership Business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon. Interest at the rate of 12% p.a. simple interest or such lower/higher rate 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 for the Income-tax assessment of the partnership firm for the relevant accounting period shall be payable by the partnership firm on the amount standing to the credit of the capital and/or current or loan account or

Arvind

SHRI

SHRI

Shri KOLEKAR

Shri

accounts of the partners. The partners shall be at liberty to increase or reduce the above rate of interest from time to time.

(ii) Further funds, if any, require for the business shall be raised from outside on mutual consent of partners. The firm may raise loans, advances, deposits, etc. from any banks, financial institution or any other person/s as may be mutually decided by the partners from time to time.

9. Party of first and second part are solely responsible to conduct of the business of the firm and will have all decision making power on all matters and as for as admission of any new partner is concern majority decision of all the existing partners in should prevail.

10. INTEREST

(a) It is hereby agreed by and between the parties hereto that, all the partners w.e.f. 1st October 2018 shall be entitled to interest at the rate of 12% p.a. on the amounts standing to their respective credits in their respective capital, loan, deposit, or current accounts, or at such other rate as may be mutually agreed upon by the partners of the firm or at any such other rate which they think proper.

(b) It is also agreed that if there is any debit balance in capital, loan, deposit, or current accounts of any partner/partners, interest at the rate of 12% p.a. or any such other rate as may be mutually agreed upon by the partners, shall be payable by him/them.

11. The Books of Account shall be maintained in English and shall be kept at the head office of the firm and all the partners have the liberty to see and take extract and examine the same at all reasonable time. The Books of Account shall not be removed from the place without the consent of all the Partners.

12. WORKING PARTNERS

Party of first and second part are working partner and they are actively engaged in conducting the day to day affairs of the Business of the firm and is entitled to receive salary/remuneration with effect from 1st October 2018 as provided hereunder.

- | | |
|---|---------------------------|
| (1) DR. ARVIND DADA KOLEKAR | 50% of Total Remuneration |
| (2) DR. JAYASHREE ARVIND KOLEKAR | 50% of Total Remuneration |

13. SALARY, REMUNERATION, BONUS COMMISSION ETC.

(i) The yearly remuneration payable to working partners shall be calculated as percentage of the book profit for each accounting year in the following manner : -

- (a) On the First Rs. 3,00,000/- of the @ 90% of the book profit or

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

- book profit or in case of loss Rs.1,50,000/- whichever is more.
- (b) In respect of balance of the book profit @ 60% of book profit.
- (ii) For the purpose of the above, the book profit shall be calculated without deducting:-
- (a) any income-tax paid or provided and
- (b) any remuneration and interest on capital of partner paid or payable to the partners for the relevant accounting year. In arriving at book profit depreciation on w.d.v. of asset at the rates prescribed under Income-tax Rules shall be deducted.
- (iii) The partners shall be entitled to increase or reduce the above remuneration. The parties hereto may also agree to revise the mode of calculating the above remuneration subject to the amendments, alternations, etc. in the Income-tax Act 1961. Partners may decide to pay salary and grant the benefit of house rent allowance, rent free quarters, motor car or conveyance allowance, medical expenses, accident and/or life insurance policy premium, provident fund, gratuity, bonus, commission on sales/gross receipts and/or other benefits to the partner or partners either on monthly or yearly basis as they may mutually agree upon.
- (iv) The yearly remuneration payable to the partners shall be credited to their respective capital accounts at the close of the accounting year when the final account of the partnership is made up and the amount of remuneration due to them is determined.
- (v) The partners shall be entitled to draw the above yearly remuneration only after the end of the relevant accounting year. However, nothing herein contained shall preclude any of the said partners from withdrawing any amount of his share of profit for the relevant accounting period in such manner as may be decided by the partners by mutual consent.

14. The accounts of the firm shall be closed once in every year on 31st March or on such date as all the Partners may mutually decide. At the end of every accounting year the final account of total Income & Expenditure, Assets & Liabilities shall be made by all the partners, in the form of Profit & Loss account and Balance Sheet. Unless some manifest error is discovered within three calendar months from the date of finalisation of Books of Accounts, in which case the error shall be rectified and except for such error the Profit & Loss Account and Balance Sheet shall be conclusive and binding on all partners.

15. Neither of the partner/partners shall without the written consent of the other partner/partners carry out any other business activity directly or indirectly in any business competing with business of the partnership firm or otherwise in the area near to the area of operation of partnership firm.

Cont. pg. 6

16. That each party to this Partnership deed has entered into this partnership in his individual capacity and shall:

- (a) Punctually pay his separate and private debts and shall indemnify the other partner and the partnership assets against all proceeding, claims and demands in respect thereof.
- (b) Part with or pay all money, cheques and negotiable instruments received by him/her on account of the firm into the bank account of the firm.
- (c) Be just and faithful to all the other partners and at all times give to the other partners full information and truthful explanation of all the matters relating to the affairs of the partnership business and afford every assistance in his/her power in carrying on the business for mutual advance.
- (d) Carry on business of the firm to its greatest common advantage.

17. None of the partners shall without the written consent of the others: -

- (a) Lend any money of the firm or deliver upon credit any goods of the firm to any person, except in ordinary course of business.
- (b) Give any security or promise for the payment of money on account of the firm.
- (c) Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the partnership property may be endangered.
- (d) Mortgage or charge his shares in the assets or the Profits of the firm.
- (e) Draw, accept or endorse of any bill of entry or promissory notes on account of the firm. Either of the parties committing any breach or for the going stipulation shall indemnify the other partner from all losses and expenses on account thereof.

18. No term or provision of this Deed shall be varied, amended, altered or modified except by written instrument duly executed by the Parties.

19. Each Party undertake to execute, do and take all such necessary steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this Deed.

20. If, at any time, any term/s or provision/s of this Deed are held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment or decision or order of any Court, Tribunal or any other authority, such terms or provisions or part shall to that extent be deemed not to form part of this Deed, but the enforceability of the remainder of this Deed shall not be affected.

21. Waiver by either Party, as the case may be, of any breach or default, by the other in the performance of any of the provisions of this Deed shall not operate or be construed as a waiver of any other breach and/ or default. Neither the failure by either Party, as the case may be, to insist on any occasion upon the performance of the terms and conditions of this Deed nor time or other indulgence granted by the other Party as the case may be, shall operate as a waiver of such breach or acceptance of any variation or the relinquishment of any other rights hereunder at any other point of time or otherwise, which shall remain in full force and effect. Waiver shall be given in writing.

22. Governing Laws and Jurisdiction: This Deed shall be governed by and construed in accordance with the laws of India. The Courts in Mumbai shall have the exclusive jurisdiction to try and dispose of any dispute arising out of or under this Deed.

23. In case of retirement or death of a partner or dissolution of the firm, by whatever reason, the market value of the assets and liabilities of the business as a whole but excluding goodwill shall be determined mutually by all the partners or by the surviving partner with reference to the prevailing market rates and business conditions. The continuing or surviving partner (or his legal heirs in case of death) shall be given first opportunity to take over the business and shall pay share of amount of others in accordance with the deed.

24. The parties hereto shall be entitled to the Goodwill of the business in the same proportion in which they share Profit & Loss.

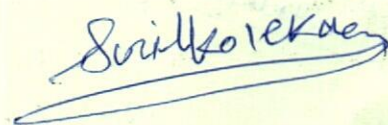
25. That all other matters for which no provision is made in this deed shall be decided by all the partners mutually.

26. APPOINTMENT OF NOMINEES :-

The party of the First and second Part of this indenture nominate the following person as their respective nominee viz.:-

Name of the Partner	Name of the Nominee
DR. ARVIND DADA KOLEKAR	: DR. JAYASHREE A KOLEKAR
DR. JAYASHREE ARVIND KOLEKAR	: DR. ARVIND DADA KOLEKAR
SHRI SUNIL DADA KOLEKAR	: SMT. SUNITA SUNIL KOLEKAR

Cont. pg. 8



27. ARBITRATION :

All disputes or difference, whatsoever, which shall either during the partnership or afterwards arise between the partners or their legal representative, touching this indenture or the construction or application thereof this or any clause or the valuation or division of assets, debts or liabilities to be made hereunder or as to any other matters in any way relating to the partnership shall be referred to arbitration in accordance with the provision of Indian Arbitration Act,1997, or if any modification therein for the time being in force in India and the decision or award given by arbitrator shall be binding on all the parties hereto.

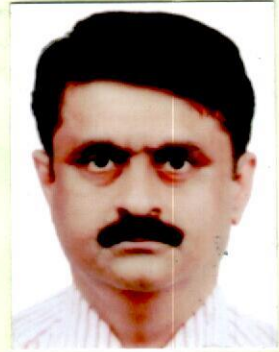
28. That subject to the provisions mentioned above, the partnership shall be run under the provisions of the Indian Partnership Act, 1932, or any modifications thereon.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this deed of partnership on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED }
by the within named party of first part }
DR. ARVIND DADA KOLEKAR }
in presence of NITESH A. GHOSALKAR }

Nitesh A. Ghosalkar

Nitesh A. Ghosalkar



SIGNED, SEALED AND DELIVERED }
by the within named party of second part }
DR. JAYASHREE ARVIND KOLEKAR }
in presence of NITESH A. GHOSALKAR }

Nitesh A. Ghosalkar

Nitesh A. Ghosalkar



SIGNED, SEALED AND DELIVERED }
by the within named party of second part }
SHRI SUNIL DADA KOLEKAR }
in presence of NITESH A. GHOSALKAR }

Nitesh A. Ghosalkar

Sunil Kolekar



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ARVIND DADA KOLEKAR

DADA APPA KOLEKAR

12/11/1972

Permanent Account Number

AJIPK9758N

Signature



05032008

Arvind Kolekar

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

JAYSHREE ARVIND KOLEKAR

ANANDA DNYANU MANE

22/05/1979

Permanent Account Number

AJIPK9757D

Signature



05032008

JAS

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUNIL DADA KOLEKAR

DADA KOLEKAR

01/06/1978

Permanent Account Number

ASFPK6339K

Signature



26122014

Sunil Kolekar