



46 (b) असम  
A-500.10  
MCA-500  
A-500/-  
MCA-500/-

ASSAM  
admissible under Act XVI of 1908  
correctly stamped (for-omitted from  
stamp duty) under the stamp  
Amendment Act. 1999  
Schedule 1 Article. 46

PARTNERSHIP DEED

Deputy Registrar, Cachar  
(Registration) 17-4-14  
IMPULSE DIAGNOSTICS, SILCHAR

B 587238  
Shoma Dey  
Gla Paul  
Madhumita Sarma

This deed of Partnership of Impulse Diagnostics, Silchar, is made on this the 1<sup>st</sup> Day of April, 2014.

AMONGST

- Mrs. Shoma Dey, wife of Gautam Dey a resident of, Sanghati Lane Panchayat Road, Das Colony, P.O. Silchar Dist. Cachar, Assam, here-in-after referred to as the FIRST PARTNER.

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IMPULSE DIAGNOSTICS

MEHERPUR, SILCHAR.

21/3/14

100/

5606

14 MAR 2014

TREASURY OFFICER  
CACHAR TREASURY  
SILCHAR-1



**SHOJAL ROY**  
Stamp Vendor  
Compound, Silchar

Presented for registration  
of P.T. as per 17th April 2014  
of the Cachar District  
Registration Office  
Shoma Dey  
W/o Goutam Dey  
Bengali Lane Pancharat (C.A. Silchar)  
Cachar

Register, Cachar  
Registration

15/4/14  
17/4/14

Execution is admitted by ① Shoma Dey ② Mrs Gla Paul ③ Mrs Madhumita Saha & Pancharat Road Silchar, B.S. Silchar mhs are by profession business and joint holder.

17.4.14

- Shoma Dey



- Shoma Dey



- Gla Paul



- Madhumita Saha

Identified by -  
Sajal Kanti Ghosh  
Advocate

Identified by  
Shri Sajal Kanti Ghosh  
SIO, D.O. Adv. Dist. Sanjibnagar.  
17.4.14



असम ASSAM

-2-

*Shoma Dey*  
*Ila Paul*  
*Madhumita Saha*

B 587237

2. Mrs. Ila Paul, wife of Sri Sunil Kumar Paul , resident of Sapatgram, Ward No. 1, P.O. Sapatgram P.S. Bilasipara Dist. Dhubri, Pin 783337, Assam, here-in-after referred to as the SECOND PARTNER.

AND

3. Mrs. Madhumita Saha, wife of Dr. Dipayan Saha, a resident of Dwaraka Villa, Rabindra Sarani, P.O. Rangirkhari, P.S. Silchar, Dist. Cachar, Assam, here-in-after referred to as the THIRD PARTNER.

WHEREAS Mrs Shoma Dey, Mrs Ila Paul, along with Dr. Dipayan Saha, have been carrying on Partnership Business of diagnostic and medical examination centre by the name & style of IMPULSE DIAGNOSTICS, as per Partnership Deed dated 27.04.2012 registered with Deputy Registrar, Cachar (Registration done on 23.05.2012).

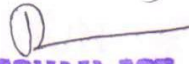
Contd. to Page 3


IMPULSE DIAGNOSTICS

21/3/14 MEHERPUR, SILCHAR.

100/-

5607

  
**MOJALLA ROY**  
Stamp Vendor  
Court Compound, Silchar

  
14 MAR 2014  
TREASURY OFFICER  
CACHAR TREASURY  
SILCHAR-1



Shoma Dey  
Ila Paul  
Madhumita Saha

WHERE AS Dr. Dipayan Saha has expressed his unwillingness to continue as partner in the firm with effect from the close of the business on 31.03.2014, vide letter dated 28.01.2014, and the same was accepted by Mrs Shoma Dey and Mrs. Ila Paul.

WHEREAS Mrs. Madhumita Saha has expressed her desire to join the firm as partner, with effect from 01.04.2014, and the same was accepted by Mrs Shoma Dey and Mrs. Ila Paul.

AND WHEREAS it has been mutually agreed amongst the Retiring Partner, Incoming Partner & the continuing Partners :

1. That Dr Dipayan Saha has retired from the Partnership of Impulse Diagnostics with effect from close of business on 31.03.2014.
2. That All assets & Liabilities of the firm, existing as on 31.03.2014, after finalization of Accounts to that date, will be taken over by the reconstituted firm, at par, on & from 01.04.2014.
3. That Mrs. Madhumita Saha has been admitted into the Partnership of Impulse Diagnostics on & from 01.04.2014.
4. That the amount, if any, standing to the credit of Dr. Dipayan Saha's account in the Balance Sheet, as on 31.03.2014, shall stand as loan to the said firm.
5. That all the formalities regarding this change in constitution of firm with Banks, Municipality/ Goan Panchayat, Taxes Department, Office of Joint Director Health Services, Silchar, Pollution Department etc, will be undertaken by the continuing partner. Incoming partner and outgoing Partner, at the earliest possible time, for smooth completion of necessary obligatory formalities.
6. That the retirement of Dr. Dipayan Saha & admission of Mrs. Madhumita Saha will not effect the continuity of the business of Impulse Diagnostics and it will be taken over by the continuing partners & the incoming Partner, as a going concern.
7. That Dr. Dipayan Saha will withdraw his personal guarantee and pledgement or lien of deposits if any with Banks in complete satisfaction of terms and conditions of the banks from whom loan has been availed by the firm.

4 Shoma Dey  
Ila Paul  
Madhumita Saha

AND WHEREAS in order to avoid future disputes amongst the Partners, it is hereby agreed to put the terms & conditions into writing.

1. NAME: - The name and style of the Partnership Firm shall be "IMPULSE DIAGNOSTICS".
2. PLACE: - The business shall be carried on and managed from Hailakandi Road, Silchar-788015, Dist. Cachar, Assam and/or such other place/s as may be decided by the partners from time to time.
3. NATURE OF BUSINESS: - That the business of the Partnership shall be of Diagnostic Centre relating to Diagnosis & Medical Examination of patients. The firm may also carry any other business by mutual consent between the partners.
4. ACCOUNTING YEAR: - The accounting year of the Firm shall be from 1<sup>st</sup> April of each calendar year to 31<sup>st</sup> March next following.
5. ACCOUNTS: - The books of accounts of the Partnership business shall be maintained at the principal office of the firm and each partner shall be entitled to have access to such books of accounts.
6. CAPITAL: - The incoming partner Mrs. Madhumita Saha shall bring in such capital as may be mutually decided by the partners and capital of Mrs Shoma Dey and Mrs. Ila Paul as on 31.03.2014 shall continue to remain in the firm. The said capital of all the partners may be increased or decreased according to the requirements of the firm and the partners shall subscribe such sum of money as is agreed upon between them for the purpose.
7. SHARE: - The net profit and/or loss of partnership business shall be shared equally amongst the partners.
8. INTEREST ON CAPITAL: - Each Partner shall be entitled to get interest on Capital at 12% p.a. The rate of interest may be varied with the consent of the parties hereto. However in no case, it shall exceed the maximum rate laid down in Section 40(b) of the Income Tax Act, 1961 from time to time.
9. BORROWINGS: - The Firm may borrow money from any person or persons, bank or banks, financial institution(s) on such term & conditions as all the partners may think necessary for the Business.

10. PERSONAL DEBTS: The Firm shall not be liable for any personal debts of the partners.
11. REMUNERATION TO WORKING PARTNERS: - That all the partners of the firm shall be working partner, unless otherwise mutually agreed upon, by and amongst the partners hereto. The remuneration payable to the working partners shall be such as permitted under the Income Tax Act 1961 u/s 40 (b).  
If any change takes place in the Income Tax Act/ Rules, subsequent to this Partnership Deed, the changed provisions will be applicable to the Partners, without requiring any fresh modification in this Partnership Deed.
12. BANK ACCOUNT: - The partners may open Bank Account/s in the name of the Firm with any Bank as they may decide and each of the partners shall have the right to operate such account/s either jointly or severally. All the partners may also authorize any partner or any employee or any other person in writing to operate such account/s on behalf of the Firm.
13. MANAGEMENT: - The partnership business shall be managed by the partners themselves faithfully and diligently in the best interest of the Firm.
14. STIPULATIONS :- No partner of the firm shall without the consent of the other partner be entitled to :-
- i. Admit any liability in a suit or proceedings against the Firm.
  - ii. Compromise or relinquish any claim or portion of a claim by the firm
  - iii. Lend to any outsider any money belonging to the firm.
  - iv. Assign, Mortgage or charge his share of interest in the Firm wholly or in part to any outsider.
  - v. Withdraw a suit or proceeding filed on behalf of the Firm.
  - vi. Have dealing or give credit on behalf of the Firm to any person or business house whom the other Partner(s) have decided not to deal with and trust.
15. ADMISSION: - The Partners may with mutual consent introduce new Partner or Partners on the terms & conditions they agree upon.

Shoma Dey  
Dra Paul  
Madhumi Saha

16. RETIREMENT: - Any partner may retire from the Firm by giving the other partner not less than 60(sixty) days notice in writing of his intention to do so. On retirement of any partner, the firm shall not dissolve. It may be continued by the surviving partner/s either as sole proprietorship or by taking new partner/s.

Consideration for the share partner and interest of the retiring partner shall be decided by the retiring partner and the remaining partner mutually and the same shall be payable in such a manner as may be agreed to, and in case of disagreement, by arbitration provided here-in-after.

17. DISSOLUTION: - Death or Retirement of a partner shall not operate as dissolution of the Partnership Firm. In case of death of a partner, the surviving partner shall have to take the legal heir as partner in place of the deceased with the same rights & obligations as deceased partner had unless otherwise the legal heir decides to the contrary. However, if and when the partners mutually agree to dissolve the Firm, a full and general account shall be taken of all the assets & liabilities of the firm & after disbursing all the liabilities within reasonable time, amount payable to each partner shall be paid to him.

18. ARBITRATION: - Any dispute relating to this Partnership business between the partners or their heirs, if not settled mutually, shall be referred to arbitration and entire proceedings thereof shall be governed by the Arbitration Act, 1940 or any statutory amendment or modification or re-enactment thereon for the time being in force and the decisions of the same shall be binding on the parties in dispute.

19. LEGAL PROCEEDINGS :- Any of the partners hereto or their authorize representative shall be entitled and empowered to act, appear and sign documents and papers on behalf of the firm in respect of matters relating to any legal or arbitration proceedings including the proceedings under the Income Tax Act, and other statutes and also in all other matters unless otherwise specified.

20. ALTERATIONS AND ADDITIONS: - Notwithstanding anything stated or provided here-in the partners shall have full power and discretion to modify, alter or vary the terms and conditions of this Partnership Deed in any manner deemed fit by mutual consent and the same shall be reduced to writing and shall become appendage and part of this Partnership Deed.



21. GENERAL: - Anything not specially mentioned in this Deed shall be governed by the provisions of the Indian Partnership Act, 1932 and the Rules framed there-under.

IN WITNESS WHEREOF the parties here-to set and subscribed their respective hands and signed this DEED OF PARTNERSHIP on the date and place mentioned first here-in-above.

WITNESSES

SIGNATURE OF THE PARTNERS

1. Name Abhishek Das,

✓ Shoma Dey

1. MRS. SHOMA DEY  
FIRST PARTNER

Signature ADas  
Address 2nd link road,  
Lane No-7, H.No-36,  
Sikhar-6

✓ Ila Paul

2. MRS. ILA PAUL  
SECOND PARTNER

2. Name Dipayan Saha  
Signature Dipayan Saha  
Address Daswada Villa,  
Rabindra Sarani,  
Sikhar-5

✓ Madhumita Saha

3. MRS. MADHUMITA SAHA  
THIRD PARTNER

3. Name Nitish Ghosh.  
Signature Nitish Ghosh  
Address College Road,  
Sikhar-7

Drafted by  
Srijal Kanti Ghosh  
Advocate, Sikhar