



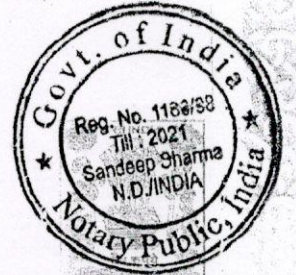
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL83147851420936T  
Certificate Issued Date : 09-Jun-2021 02:30 PM  
Account Reference : IMPACC (IV)/ dl814603/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL81460364828653833473T  
Purchased by : DR GAUR PATHLAB  
Description of Document : Article 46 Partnership  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : DR GAUR PATHLAB  
Second Party : Not Applicable  
Stamp Duty Paid By : DR GAUR PATHLAB  
Stamp Duty Amount(Rs.) : 500  
(Five Hundred only)



NOTARIAL



Please write or type below this line.....

#### PARTNERSHIP DEED

THIS AGREEMENT is made on this 18<sup>th</sup> day of June, Two Thousand and Twenty One

BETWEEN

*Ranbir*  
*Ranbir*

*Arsham*  
*Arsham*

*Maya Devi*  
*Maya Devi*

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.





सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

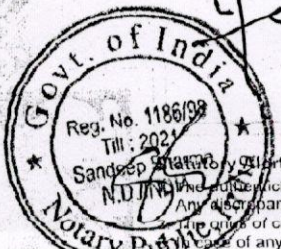
Certificate No.	: IN-DL83148436753101T
Certificate Issued Date	: 09-Jun-2021 02:30 PM
Account Reference	: IMPACC (IV)/ dl814603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL81460364824150004665T
Purchased by	: DR GAUR PATHLAB
Description of Document	: Article 46 Partnership
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DR GAUR PATHLAB
Second Party	: Not Applicable
Stamp Duty Paid By	: DR GAUR PATHLAB
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



-----Please write or type below this line-----



(i) Ravi Gaur, S/o Mr. S.D.Sharma, aged about 60 years, residing at 81, Jai Apartments, 102 I. P. Extension, Delhi- 110092, which is also his permanent address, by profession a medical doctor, hereinafter called the party of the FIRST PART,



For any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid. In case of any discrepancy please inform the Competent Authority.



(ii) **Ajai Kumar Sharma**, s/o Mr. Wali Singh Sharma, aged about 67 years, residing at J-55, II Floor, Lajpat Nagar-III, New Delhi-110024, by profession a medical doctor, hereinafter called the party of the SECOND PART,

(iii) **Manoj Rastogi**, S/o Dr. Surendra Prakash Rastogi, aged about 60 years, residing at Y-88, Hauz Khas, New Delhi-110016, by profession a medical doctor, hereinafter called the party of the THIRD PART,

Whereas, the parties hereto have agreed to commence business in partnership and it is expedient to have written instrument of partnership.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That the Partnership had **commenced** on 18th day of June, 2021 vide partnership deed dated 18<sup>th</sup> June, 2021 between the parties of the FIRST PART and Others from which date the parties had agreed to carry on business/profession on the terms and conditions hereinafter mentioned.

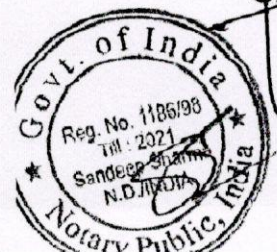
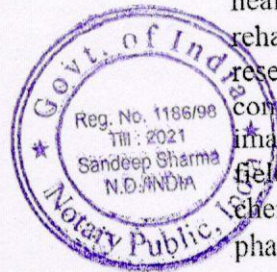
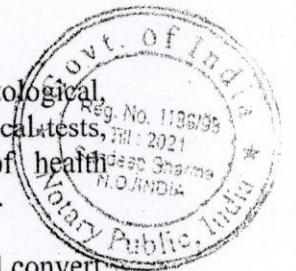
2. That the name and style of the firm will be **"Dr Gaur Pathlab"**.

3. That the **principal place** of business of the firm shall be at New Delhi and the Head Office shall be situated at 81 Jai Apartments, 102 I.P. Extension, Delhi -110092. The address can be changed and the new branches shall be constituted as per the mutual agreement of existing partners voting on the basis of majority votes.

4. That the **business** of Partnership shall be to:

(a) To establish, run and provide all kinds of services to pathological, histological, microbiological and immuno - biological laboratories and conduct other medical tests, analysis and research, formulation of medicare and provide all kinds of health maintenance plans and to carry out the activity of tele-medicine in all these areas.

(b) To construct, build, establish, acquire, assist, maintain, run, purchase, get, sell convert, develop, improve, hold with absolute or limited rights or on lease and sublease, on franchise or otherwise hospitals, nursing homes, medical colleges, nursing colleges, sanitariums, medical centers and institutions, clinics, dispensaries, child welfare centers, health centers, health farms, therapies centers, operation theatres, maternity home, rehabilitation centers, pathological, analytical, testing and diagnostic laboratories, research, invention and development centers family planning and welfare centers, X-ray, convalescence centers, MRI, C T scan centers, bio-imaging centers, magnetic resonance imaging centers and radiological or any other type of facilities for the practice of any field, branch, discipline or system of medicines and surgeries and to work as dispensing chemist and manufacturers, suppliers, traders, distributors of medicines, drugs, pharmaceuticals, chemicals, cosmetics and general merchandise of all types and to manufacture, buy, sell, rent, lease, import, export trade, take on hire, repair, maintain, develop and to acquire all, types of medical and surgical appliances and equipment.



*Raishan*  
*Raishan*

*Arsham*  
*Arsham*

*Manoj Rastogi*  
*Manoj Rastogi*



(c) To provide, conduct, assist, encourage, initiate or promote all type of research facilities for carrying on the research, discovery, improvement or development of new methods of diagnosis, understanding and prevention and treatment of diseases, basic and applied and to acquire any patent and licenses or protective devices relating to the results of any discovery, investigations, findings or researches and to acquire any process and to undertake manufacture of any such product developed, discovered or improved and/or to give licenses for the manufacture of the same to others and either to market the same or grant licenses to the others, to market the same and to provide funds for research works and for scholarships, stipend, remuneration and/or other payment or aid to any person or persons engaged in research work or works connected with or conducive to research and to endow research fellowship or grant financial assistance to persons or institutions engaged in medical researches.

(d) To teach, impart knowledge, provide consultancy and act as project consultants in any or all of the above areas including for setting up medical centers, pathological and diagnostic labs, or any such facility.

5. That the business of the Partnership shall be **carried** anywhere in India as may be agreed between the parties hereto by a majority vote. The business may also be carried out outside India but shall be subject to all applicable laws in India and outside.

6. That none of the partners of the firm shall be entitled to any salary in lieu of services rendered as partners, whether during the continuance of this Agreement or after its dissolution save and except as is hereinafter provided in clause numbers Seven (7) and Eight (8) of these presents.

7. That the working partners shall be entitled to an annual **remuneration**, which shall be calculated in the manner described hereinafter in this paragraph:

(a) If book profit is negative - Rs. 1,50,000/-

(b) In case book profit is Positive -

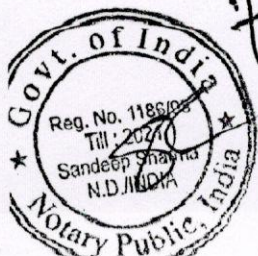
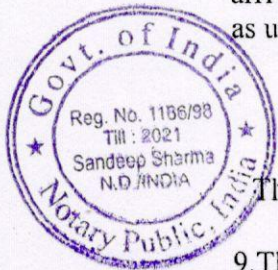
- (i) On the first Rs.300,000/- of the book profit - Rs. 150,000/- or 90% of the book profit whichever is more
- (ii) On the balance of the book profit - at the rate of 60%

8. That the **share** of the continuing partners in the Profits and Losses of the firm to be arrived at after considering the annual remuneration as mentioned hereinabove shall be as under:

PARTY OF THE FIRST PART	: 70%
PARTY OF THE SECOND PART	: 15%
PARTY OF THE THIRD PART	: 15%

The Party of the First Part is hereby designated as the Managing Partner of the Firm.

9. The partnership **accounts** shall be made upto the 31st day of March each year on accrual basis and the Profits and Losses for each year as determined will be credited or debited to the capital accounts of the partners as per their respective shares shown above



*Rain haer*  
*Rain haer*

*Arsham*  
*Arsham*

*Manjot*  
*Manjot*



and such accounts shall be signed by atleast two partners and shall be binding on all the parties.

10. That the **drawings** of each partner shall be restricted to the balance at the credit of the capital account at any time, provided however that all partners may draw from time to time amount as per mutual agreement in anticipation of profits and such drawings in anticipation of profits shall not be debited to the capital accounts of the partners but shall be debited to the respective partners drawing/current accounts, such drawing account being merged with the Partners Capital Accounts on the last day of the year.

11. That the **Bank Account(s)** of the Firm will be opened and operated singly by any of the three partners or by such other party hereto as the partners may by writing authorize for the purpose. The internet banking facilities may also be accordingly applied and used.

12. All partners will be **indemnified** and held harmless by the firm from and against any and all claims of any nature whatsoever, arising out of a partner's participation in the affairs of the firm. A partner will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the partner or the breach by the partner of any provision of this deed.

13. That the partners shall be responsible for the entire **administration** of the firm and shall have the authority to engage and dismiss staff, determine their terms and conditions, accept new work and give up any work being done by the firm, represent the firm in negotiations with others, to enter into contracts and agreements and do in good faith all acts which are necessary to be done in the interest of the Firm. However, such power may be delegated by the partners in writing from time to time to any other person or persons considered capable and worthy.

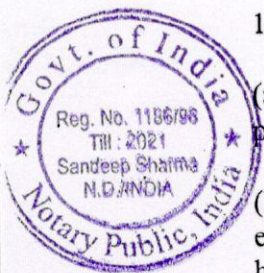
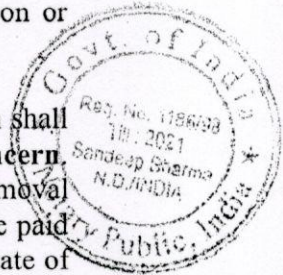
14. That in case of death, retirement, resignation or removal of any partner the firm shall not be dissolved but shall be continued by the remaining partner(s) as a **going concern**. An account shall be drawn up as on the date of death, retirement, resignation or removal and the balance due to the credit of the deceased or outgoing partner if any shall be paid on drawing of such accounts and shall be in full satisfaction of all claims of the estate of the deceased partner or the outgoing partner.

15. Each partner shall at all times:

(a) Show the utmost good faith to the other partner or partners in all matters relating to the partnership;

(b) Conduct himself in a manner becoming of a doctor and use his best skill and endeavors to promote the partnership business/profession and not do any act which may harm the name, prestige, reputation of the firm;

(c) Keep proper records of all business transacted by him on behalf of the partnership and the partners in charge of the branches (if applicable) shall regularly send MIS reports, transaction details and any other required information to the Head office;



*Ranhar*  
*Ranhar*

*Asst. Manager*  
*Asst. Manager*

*May 2021*  
*May 2021*



(d) Comply with all Acts, Orders, Regulations and other instructions for the time being having the force of law and being applicable to the business of this firm;

(e) Duly and punctually pay and discharge his separate and private debts and liabilities and keep the partnership property and the other partners or partner and their respective estates and effects indemnified against the same and against all actions, proceedings, costs, claims and demand in respect thereof;

(f) Be just and faithful to each other, render accounts and correct and full information of all things and transactions relating to the business and other affairs of the firm and work to the greatest common advantage of the business of the firm.

16. If any partner:

(a) violates the Partnership Agreement in any way; or

(b) is guilty of any breach of his duties as a partner; or

(c) acts in any way contrary to the good faith which ought to be observed between partners; or

(d) is guilty of any scandalous behavior or does or suffers any act or thing, which would be a ground for dissolution of the Partnership by the court; or

(e) commits an act of bankruptcy or enters into any composition or agreement with or for the benefit of his creditors; or

(f) fails to pay monies owing by him to the partnership; or

(g) absents from the business of the partnership without proper cause and consent of the other partners for more than one month at any time; or

(h) behaves in any manner which can be construed as lack of professional conduct on his part;

than the other partners after a majority vote, shall be entitled to, within 1 (One) month of becoming aware thereof shall be entitled to give the partner in question a notice in writing removing him from the partnership and upon the service of such notice such partner shall be deemed to have been removed from the partnership.

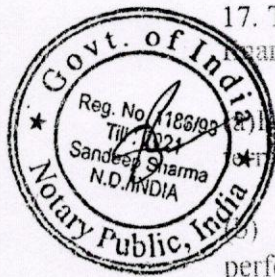
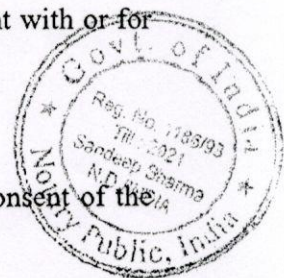
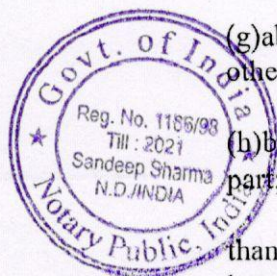
17. The Partnership Firm shall be entitled to **borrow and avail credit facilities** from any financial institution or NBFC without limit and the partners may:

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that is considered appropriate,

(b) Guarantee the repayment of money by any other Institution/ person or the performance of any obligation of any other person; and

*Raj Rainhan*  
*Raj Rainhan* — *Arsham*  
*Arsham*

*Manoj*  
*Manoj*





(c) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the firm

18. (a) The initial **capital** of the Partnership shall be Rs 100,000/- (*Rupees One Lakh Only*) and shall be contributed as under:

PARTY OF THE FIRST PART : Rs 70,000/-  
PARTY OF THE SECOND PART : Rs 15,000/-  
PARTY OF THE THIRD PART : Rs. 15,000/-

This fixed capital shall not be interest bearing.

(b) Further capital may be contributed by the parties based on the requirements and as decided by them. That **interest** at the 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 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 between 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.

(c) 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 persons 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.

19. (a) Regular **meetings** of the partners will be held quarterly.

(b) Any partner can call a special meeting to resolve issues that require a **vote**, as indicated by the deed, by providing all partners with a reasonable notice.

(c) In the case of the special vote, the meeting will be restricted to the specific purpose for which the meeting was held.

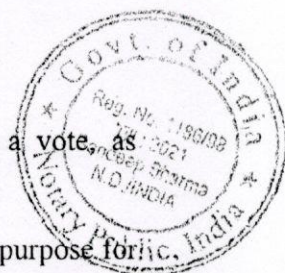
(d) Further, all meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all partners.

20. (a) A new partner may be **admitted** to the firm with a majority vote of the existing partners.

(b) Any new partner agrees to be bound by all the covenants, terms and conditions of this deed, inclusive of all current and future amendments.

(c) Further, a new partner shall execute such documents as are needed to effect the admission of the new partner.

(d) Any new partner will receive such business interest in the firm as determined by a unanimous decision of the other partners.



*Je- Rainha*  
*Rainha*

*Arsham*  
*Arsham*

*Maya*  
*Maya*



21. If any partner shall at anytime during the subsistence of the partnership, be desirous of retiring from the firm, it shall be competent from him to do so, provided he shall give at least one calendar month notice of his intention of doing so. The remaining partners shall pay to the retiring partner or his legal representative, the purchase money of his share in the assets of the firm.

22. In the event of the death of any partners, one of the legal representatives of the deceased partner shall become the partner of the firm and in the event the legal representative show their denial to point the firm, they shall be paid the part of the part of the purchase amount calculated as on the date of the death of the partner.

23.(a) All decisions and difference of opinions among partners in the matters of work execution, staff, policy, conduct of the profession and administration, including settlement of accounts shall be resolved by a majority voting decision of the partners.

(b) In any vote required by the firm, the vote cast by each partner will be assessed where each partner carries the same weightage on voting rights as his share of profits.

24.(a) Except as otherwise provided in this deed, the firm may be dissolved only with the unanimous consent of all partners.

(b) In the event of dissolution of the firm, each partner will share in any remaining assets or liabilities of the firm in proportion to partner's capital contribution inclusive of any additional capitals contributed (the "dissolution distribution")

(c) Upon dissolution of the firm and liquidation of the firm property, and after payment of all selling costs and expenses, the liquidator will distribute the firm assets to the following groups according to the following order of priority:

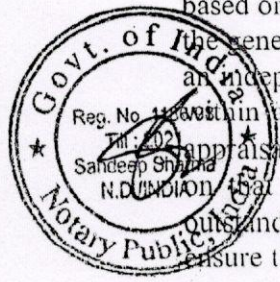
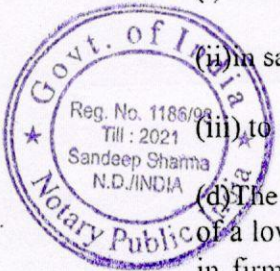
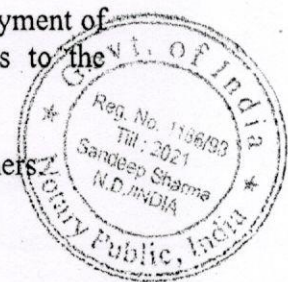
(i) in satisfaction of liabilities to creditors except firm obligations to current partners

(ii) in satisfaction of firm debt obligations to current partners, and then

(iii) to the partners according to the dissolution distribution described above.

(d) The claims of each priority group shall be satisfied in full before satisfying any claims of a lower priority group. Any excess of firm's assets after liabilities or any insufficiency in firms assets in resolving liabilities under this section will be shared by the partners according to the dissolution distribution described above.

25.(a) In the absence of a written agreement setting a value, the value of the firm will be based on the fair market value appraisal of all firm assets (less liabilities) determined with the generally accepted accounting principles (GAAP). The appraisal will be conducted by an independent accounting firm agreed to by all partners. An appraiser will be appointed in a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all partners. A withdrawing partner's interest will be based on the Partner's proportion of the dissolution distribution described above, less any outstanding the withdrawing partner may have to the firm. The intent of this section is to ensure the survival of the firm despite the withdrawal of any individual partner.



Raihan  
for Raihan  
Asham  
Asham  
Majumdar  
Majumdar



(b) No allowance will be made for goodwill, trade name, patents, or other intangible assets, except where those assets have been reflected in the firm's books immediately prior to the valuation

26. The **goodwill** of the firm will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP)

27. In regards to matters not specifically provided for in these presents, the partners hereto hereby agree to abide by the provisions of the **Indian Partnership Act, 1932**

28. The **title of the firm property** will remain in the name of the firm. No partner or group of partners will have any ownership interest in such firm property in whole or in part.

29. A partner will be free of liability to the firm where the partner is prevented from executing his obligations under this deed in whole or in part due to **force majeure**, such as earthquake, typhoon, flood, fire and war, or any other unforeseen and uncontrollable event where the partner has communicated the circumstances of the said event to any and all other partners and taken any and all appropriate action to mitigate the said event.

30. The firm may acquire **insurance** on behalf of any partner, employee, agent, or other person engaged in the business interest of the firm against any liability asserted against them or incurred by them while acting in good faith on behalf of the firm. This may include but is not limited to:

- (i) professional liability insurance, and
- (ii) public liability insurance, and
- (iii) workers compensation insurance.

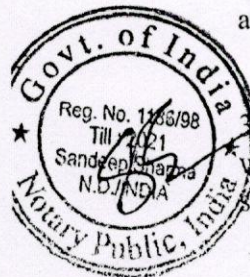
31. (a) The **waiver** by either party of any right or remedy in relation to a breach, default, delay or omission by the other party of any provision or provisions of this deed will not be construed as a waiver of any subsequent breach of the same or other provisions of this deed.

(b) The failure or delay by either party in exercising any right or remedy under this deed will not constitute a waiver of that right or remedy, nor will it prevent or impair that party from subsequently exercising that right or remedy.

(c) Any rights or remedies provided in this deed are cumulative and are in addition to any rights or remedies provided by law.

32. Any change, alteration, amendment, or modification to this deed must be in writing and signed by all the partners.

33. (a) That, if any **dispute** arises among the partners in the course of the partnership which cannot be settled by mutual consent and/or voting by existing partners, reference shall be made to sole arbitrator who shall be decided by arbitrating parties mutually and



*Raihan*  
*Raihan*

*Asham*  
*Asham*

*Manoj*  
*Manoj*



the award of the said arbitrator shall be binding on the parties in accordance with the provisions of Indian Arbitration Act, 1940.

(b) Partnership shall be subject to the jurisdiction of New Delhi, India.

34.(a) Except as otherwise specified in this deed, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this deed shall be in writing and shall be deemed given when sent to the address specified in the title clause to this deed.

(b) Either party may change its address for notification purposes by giving the other party ten (10) day's notice of the new address and the date upon which it will become effective.

35. This deed and all issues arising out of the same shall be construed in accordance with the laws of India.

IN WITNESS WHEREOF we the undersigned have get our hands on the date first above mentioned.



1. PARTY OF THE FIRST PART

Sign:

*Ravishaur Ravishaur*

Name:

DR RAVI GAUR

Address

81, Jain Apart ment, 102, I.P. Extn Delhi-92

2. PARTY OF THE SECOND PART

Sign:

*AJ Sharma*

Name:

Dr AJAI KUMAR SHARMA

Address

J-55, Lajpat Nagar-III  
S.F. New Delhi 110024.

PARTY OF THE THIRD PART

Sign:

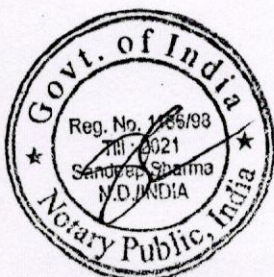
*Manoj Rastogi*

Name:

Dr. Manoj Rastogi

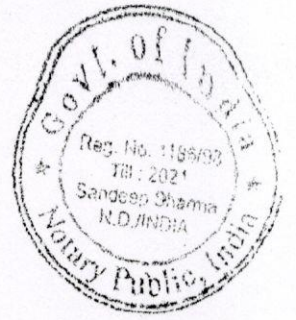
Address

Y-88 Hauz Khas  
N-Delhi-110016.





Witnesses to all the Signatories



1.

Sign: Radhika

Name: RADHIKA BINA

Address 1767, SUNRISE APARTMENT  
WARD NO-2, MEHRAUN IND - 110030

2.

Sign: Mjnu

Name: MORTYAL THOMAS

Address: PLOT NO-3 AG, PLOT NO-90,  
KAMUNAN CHANGA APARTMENTS  
MAYAPURAM 11P EXTENSION  
KESY DEVI - 110092



ATTESTED

NOTARY PUBLIC  
DELHI (INDIA)

*Mdof*

*Rishi Lax*

21 JUN 2021

PHOTO COPY ATTESTED

NOTARY PUBLIC INDIA

21 JUN 2021

