

मध्य प्रदेश MADHYA PRADESH

1 April 2009

E 065389

#### PARTNERSHIP AMENDMENT DEED

THIS AMENDMENT DEED OF PARTNERSHIP IS MADE AND ENTERED INTO THIS FIRST DAY OF APRIL IN THE YEAR TWO THOUSAND NINE BY AND BETWEEN:

- 1. Dr. Ashok Kumar Jain S/o. Late Shri Mool Chandji Jain aged about 51 years, resident of 39/2, New Palasia, Indore, party of the First Part,
- 2. Dr. Rakesh Jain S/o. Shri Sunderlalji Jain aged about 53 years, resident of 39/2, New Palasia, Indore, party of the Second Part,
- 3. Dr. Deepak Jain S/o. Shri Narendra Jain aged about 50 years, resident of 39/2, New Palasia, Indore, party of the Third Part, and
- 4. Smt. Ravi Devi Jain W/o. Shri Azad Kumar Jain, aged about 61 years, resident of 39/2, New Palasia, Indore, party of the Fourth Part.
- 5. Dr. Pradeep Jain S/o. Shri Prakashchandji Jain aged about 48 years, resident of 5, Manish Bag Colony, Indore, party of the Fifth Part, and
- 6. Smt. Meena Jain W/o. Dr. Pradeep Jain, aged about 44 years, resident of 5, Manish Bag Colony, Indote, party of the Sixth Part.

WHEREAS, the parties from first to fourth part mentioned herein above have been carrying on the business of Pathology lab, X- Ray Unit and various types of Medical Testing Investigations and examinations etc. in partnership vide a deed of partnership duly executed on 1st April, 1991 and later amended vide deeds dated 1st April, 1992, 1st April, 1993, 1st April, 1996 and 1st April, 2001 and last such made on 1st April, 2003 under the name and style of M/s. PRESTIGE MEDICAL INVESTIGATIONS.

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Prestige Medical Investigation: 01.04.2009

5. Terms mentioned in this deed shall be deemed to have commenced from 1st April, 2003 except those being amended by this deed.

6. That regular and proper books of accounts shall be maintained and at the principal place of business. The books of accounts shall be closed on 31st Day of March every year.

7. Necessary Capital as well as further funds as required for the purpose of partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partners from time to time. Interest @ 12% per annum or as may be prescribed U/s. 40(b)(iv) of the Income Tax Act,1961 or any other applicable provision as may be in force in the Income Tax Assessment of the partnership firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of accounts of the partners.

Such interest shall be calculated and credited to the account of each partner at the close of the accounting year. However in case of loss or lower income, rate of interest can be NIL or lower than 12% as may be agreed to by and between partners from time to time.

8. It is hereby agreed by and between the parties hereto that the party of the First and Fifth part hereto shall devote their time and attention to the business and shall be actively engaged into conducting the affairs of the business of the firm and in consideration of their time and efforts for attending the day to day affairs business of the firm, they shall be entitled to a remuneration as mentioned below:

Dr. Ashok Jain @ Rs. 50,000/= p.m.

Dr. Pradeep Jain @ Rs. 50,000/= p.m.

However, in the situation of inadequacy of profit in a year, the remuneration mentioned above shall be restricted to the profit available and payable equally between both working partners.

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AND WHEREAS, the parties hereto feel neccessary to revise the terms and conditions of the said partnership and in particular the terms and conditions in relation to the Salary/Remuneration payable to working partners and also the interest payable to the partners on thier respective capital accounts.

AND WHEREAS, the parties hereto have therefore decided to amend the terms and conditions of the said Partnership by executing this Deed of Partnership so as to bind themselves under the said terms and conditions and the parties hereto have decided to reduce the said terms in writing by executing this Amendment Deed of Partnership which also include all the other terms though not amended, so as to bind themselves.

# NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:

- 1. That the business of the partnership firm shall be carried on under the name and style of M/s. **PRESTIGE MEDICAL INVESTIGATIONS**, or any other name to which the parties hereto may from time to time decide.
- 2. The partnership which has commenced from 4th April, 1991 and as modified from time to time, last such modification by deed of partnership dated 1st April, 2003 shall continue to carry on the business as per this indenture with effect from 1st April, 2003.
- 3. That the business of the firm is being carried on at 12/2, New Agrawal Nagar, Shri Ram Chamber, Behind Minakshi Sweets, Agrasen Chouraha, Sapna Sahngeeta Main Road, INDORE and/or at such other place(s) where the parties may decide with mutual consent.
- 4. That the business of the firm shall be continued to be of Pathology lab, X- Ray Unit and various types of Medical Testing Investigations and examinations etc. and also to carry on such incidental or other business or enter into partnership with other person or persons, as the parties may from time to time decide.

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in the presence of:

9. That the net Profit/Loss of the partnership firm as per the accounts maintained by the firm after deduction of all expenses relating to the business of the firm as well as the interest and remuneration payable to the partners in accordance with clauses 7 & 8 above shall be divided amongst the partners at the close of the accounting year in the following proportions:

(i)	Dr. Ashok Kumar Jain	12.50 %
(ii)	Dr. Rakesh Jain	12.50 %
(iii)	Dr. Deepak Jain	12.50 %
(iv)	Smt. Ravidevi Jain	12.50 %
(v)	Dr. Pradeep Jain	30 %
(vi)	Smt. Meena Jain	20 %
,		100 %

- 10. Notwithstanding anything contained in this Indenture every partner and in particular the working partners shall attend diligently to their duties in the conduct of the business. The working partners shall discharge their duties according to the exigencies of the business and shall render such services as are necessary and expedient in the interest of the business.
- 11. Any partner intending to retire from the firm shall give three months notice of his intention to other partners. The partnership shall be AT WILL.
- 12. That not withstanding anything contained in the Indian Partnership Act, it is hereby mutually agreed to by and between partners that in case of death of any one or more partner the firm shall not be dissolved but shall be continued on by and between the surviving partners and legal heirs and/or more representatives of the deceased partner, as a continuing concern, on the same terms and conditions as may be agreed to by and between them. It shall be deemed as change in constitution and not succession.
- 13. In the event of any dispute or difference arising between the partners, the same shall be referred to the arbitration of one or more persons to be appointed by the partners whose award shall be binding on the partners and it will be an arbitration under the Indian Arbitration Act, 1932.

In witness whereof the parties hereto have set their respective hands and sealed on the day and year herein above mentioned:

1. Signed, sealed and delivered by the within named	
Dr. Ashok Kumar Jain the party of the First	
part in the presence of:	
DHANANTAY BANAWADIKAR FINISHE.	
2. Signed, sealed and delivered by the within named	
Dr. Rakesh Jain the party of the Second part	
in the presence of:	
SHIVASI DEVRE Quel	
3. Signed, sealed and delivered by the within named	
Dr. Deepak Jain the party of the Third part in	
the presence of:	
4. Signed, sealed and delivered by the within named Bryan	
4. Signed, sealed and delivered by the within named	- ×
Smt. Ravidevi Jain the party of the Fourth part	
in the presence of:	
Mehmood Sheikh	
5. Signed, sealed and delivered by the within named	
Dr. Pradeep Jain the party of the Fifth part in	
the presence of:	
6. Signed, sealed and delivered by the within named	
Smt. Meena Jain the party of the Sixth part  Meena Jain the party of the Sixth part	(1

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#### PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS MADE AND ENTERED INTO THIS FIRST DAY OF APRIL IN THE YEAR TWO THOUSAND THREE BY AND BETWEEN:

- Dr. Ashok Kumar Jain S/o. Late Shri Mool Chandji Jain aged about 45 years, resident of 39/2, New Palasia, Indore, party of the First Part,
- 2. Dr. Rakesh Jain S/o. Shri Sunderlalji Jain aged about 47 years, resident of 39/2, New Palasia, Indore, party of the Second Part,
- 3. Dr. Deepak Jain S/o. Shri Narendra Jain aged about 44 years, resident of 39/2, New Palasia, Indore, party of the Third Part, and
- 4. Smt. Ravi Devi Jain W/o. Shri Azad Kumar Jain, aged about 55 years, resident of 39/2, New Palasia, Indore, party of the Fourth Part.
- 5. Dr. Pradeep Jain S/o. Shri Prakashchandji Jain aged about 42 years, resident of 5, Manish Bag Colony, Indore, party of the Fifth Part, and
- 6. Smt. Meena Jain W/o. Dr. Pradeep Jain, aged about 38 years, be resident of 5, Manish Bag Colony, Indore, party of the Sixth Part.

WHEREAS, the partis from first to fourth part mentioned herein above have been carrying on the business of Pathology lab, X- Ray Unit and various types of Medical Testing Investigations and examinations etc. in partnership vide a deed of partnership duly executed on 1st April, 1991 and later amended vide deeds dated 1st April, 1992, 1st April, 1993, 1st April, 1996 and 1st April, 2001 under the name and style of M/s. PRESTIGE MEDICAL INVESTIGATIONS.

the parties from first to fourth part hereto are WHEREAS AND willing to induct the parties of the fifth and sixth part into w.e.f.today AND WHEREAS, the parties hereto feel partnership to revise the terms and conditions of the said partneccessary nership and in particular the terms and conditions in relation to the Salary/ Remuneration payable to working partners and also the interest payable to the partners on thier respective capital accounts.

AND WHEREAS, the parties hereto have therefore decided to reduce

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AND WHEREAS, the parties hereto have therefore decided to reduce inti writing the terms and conditions of the said Partnership by executing this Deed of Partnership so as to bind themselves unde

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER :

- 1. That the business of the partnership firm shall be carried on under the name and style of M/s. PRESTIGE MEDICAL INVESTIGATIONS, or any other name to which the parties hereto may from time to time decide.
- 2. The partnership which has commenned from 4th April, 1991 and as modified from time to time, last such modification by deed of partnership dated 1st April, 2001 shall continue to carry on the business as per this indenture with effect from 1st April, 2003.
- 3. That the business of the firm shall be carried on at A-8, Navlakha Complex, INDORE and/or at such other place(s) where the parties may decide with mutual consent.
- 4. That the bysiness of the firm shall be continued to be of Pathology lab, X- Ray Unit and various types of Medical Testing Investigations and examinations etc. and also to carry on such incidental or other business as the parties may from time to time decide.
- 5. Terms mentioned in this deed shall be deemed to have commenced from 1st April, 2003.
- 6. That regular and proper books of accounts shall be maintained and at the principal place of business. The books of accounts shall be closed on 31st Day of March every year.
- 7. Necessary Capital as well as further funds as required for the purpose of partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partners from time to time. Interest @ 12% per annum or as may be prescribed U/s. 40(b)(iv) of the Income Tax Act,1961 or any other applicable provision as may be in force in the Income Tax Assessment of the partnership firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of accounts of the partners.

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Such interest shall be calculated and credited to the account of each partner at the close of the accounting year.

However in case of loss or lower income, rate of interest can be NIL or lower than 12% as may be agreed to by and between partners from time to time.

8. It is hereby agreed by and between the parties hereto that the party of the First and Fifth part hereto shall devote their time and attention to the business and shall be actively engaged into conducting the affairs of the business of the firm and in consideration of their time and efforts for attending the day to day affairs business of the firm, they shall be entitled to a remuneration as mentioned below:

Dr. Ashok Jain @ Rs. 10,000/= p.m. Dr. Pradeep Jain @ Rs. 10,000/= p.m.

However, in the situation of inadequacy of profit in a year, the remuneration mentioned above shall be restricted to the profit available and payable equally between both working partners.

9. That the net Profit/Loss of the partnership firm as per the accounts maintained by the firm after deduction of all expenses relating to the business of the firm as well as the interest and remuneration payable to the partners in accordance with clauses 7 & 8 above shall be divided amongst the partners at the close of the accounting year in the following proportions:

(i)	Dr.	Ashok Kumar Jain	12.50	%	
(ii)	Dr.	Rakesh Jain	12.50	3	
(111)	Dr.	Deepak Jain	12.50	%	
(iv)	Smt.	Ravidevi Jain	12.50	00	
( v)		Pradeep Jain	30	00	
(vi)	Smt.	Meena Jain	20	00	
			100%		

10. Notwithstanding anything contained in this Indenture every partner and in particular the working partners shall attend deligently to their duties in the conduct of the business. The working partners shall discharge their duties according to the exegencies of the business and shall render such services as are necessary and expedient in the interest of the business.

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- 12. That not withstanding anything contained in the Indian Partnership Act, it is hereby mutually agreed to by and between partners that in case of death of any one or more partner firm shall not be dissolved but shall be continued on by between the surviving partners and legal heirs and/or more representatives of the deceased partner, as a continuing concern, on the same terms and conditions as may be agreed to by and between them. It shall be deemed as change in constitution not succession.
- 13. In the event of any dispute or difference arising between the partners, the same shall be referred to the arbitration of one or more persons to be appointed by the partners whose award shall be binding on the partners and it will be an arbitration under the Indian Arbitration Act, 1932.

In witness whereof the parties hereto have set their respective hands and sealed on the day and year herein above mentioned:

1. Signed, sealed and delivered by the within named Dr. Ashok Kumar Jain the party of the part in the presence of: Rojendra Bhox-M169 Nanda Nofar Indon

Ashoh Singh 48 Krishmapen Indan 2. Signed, sealed and delivered by the within named Rakesh Jain the party of the Second part

in the presence of:
Reyendra Bhar M169 Wanda Wayan Indang pur
Archar Singh 48, Krishna Rui Endang 3275 PAR

3. Signed, sealed and delivered by the within named Dr. Deepak Jain the party of the Third part in the presence of:

Reyendra Blor M 169 Nanda Nagay Adam Plantagen Ashor Surphiskrishag fund Frank 302 5 Signed, sealed and delivered by the within named Smt. Ravidevi Jain the party of the Fourth part

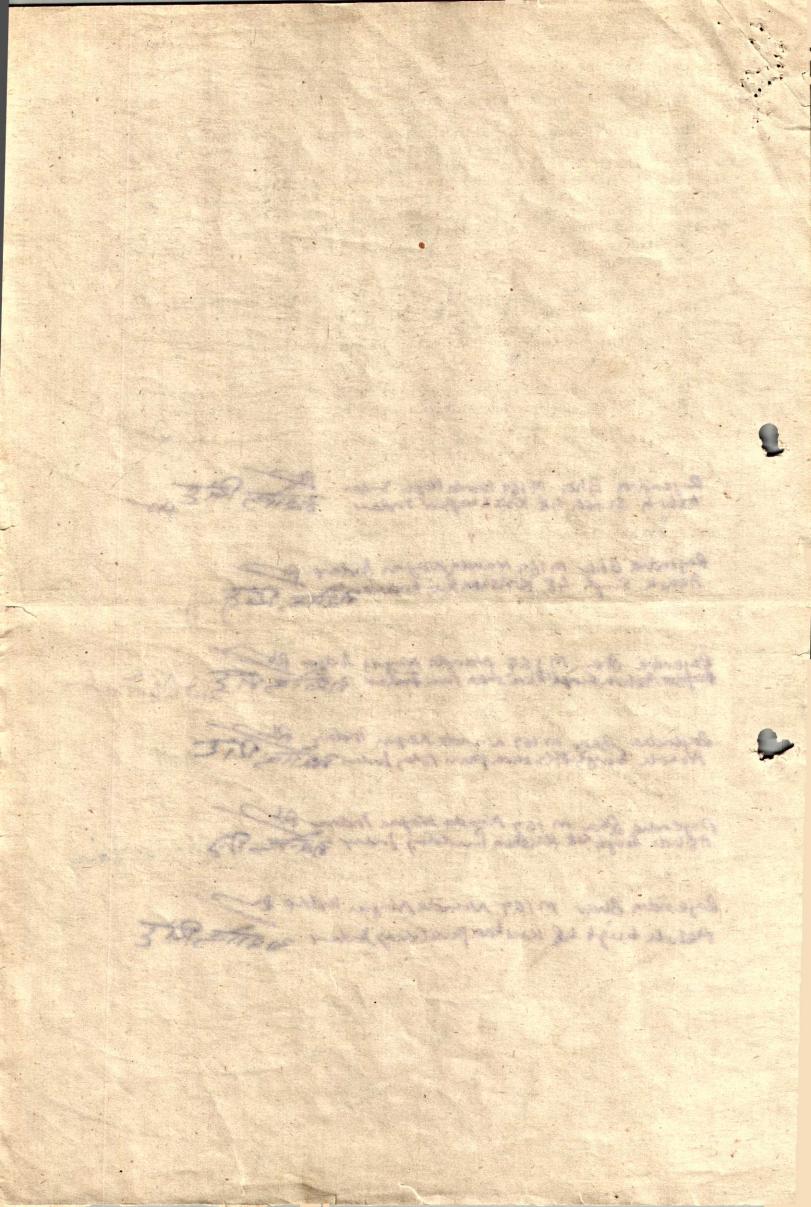
in the presence of:

Rajendra Bhar M (69 Nanda Nayan Inday Al Achole Surghiff Knohra puri Color Inday Signed, sealed and delivered by the within named Dr. Pradeep Jain the party of the Fifth part in

the presence of: Payendia Bha m 169 Nanda Nopan Inday Ph Agbric Jugg 48 Khehra Purkolon Inday 32 18 Signed, sealed and delivered by the within named Smt. Meena lain the party of the Sinin named

Smt. Meena Jain the party of the Sixth part in the presence of: Rayendra Bhar M 169 Wanda Norgan Indap D

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### PARTNERSHIP DEED

THIS INDENTURE OF PARTNERSHIP made and entered into this 1st day of April, 1993 by and between:

- 1) Shri Ashok Kumar Jain S/o. Late Shri Moolchandji Jain aged about 33 years, resident of 39/2, New Palasia, Indore, party of the first part,
- 2) Shri Rakesh Jain S/o. Shri Sunderlalji Jain, aged about 35 years, Resident of 39/2, New Palasia, Indore, party of the second part,
- 3) Shri Deepak S/o. Shri Narendra Jain, aged about 32 years Resident of 39/2, New Palasia, Indore, party of the third part,
- 4) Smt. Ravidevi W/o. Azad Kumar Jain, aged about 43 years, Resident of 39/2, New Palasia, Indore, party of the fourth part.

WHEREAS the parties hereto are carrying on the business of Pathology Lab, X-Ray Unit and various types of medical testing, Investigations and examination etc. in partnership vide a deed of partnership duly executed on 1st April 1992 under the name and style of M/s. PRESTIGE MEDICAL INVESTIGATIONS.

ANDWHEREAS, it has become necessary to add, amend or modify the clauses of the said partnership deed executed on 1st April, 1992 in view of the amendments in certain provisions of Income Tax Act, 1961 by Finance Act, 1992 and the parties hereto desire that the terms and conditions on which the business of partnership business is to be carried on in future, be reduced into writing, and the same are mentioned hereunder:

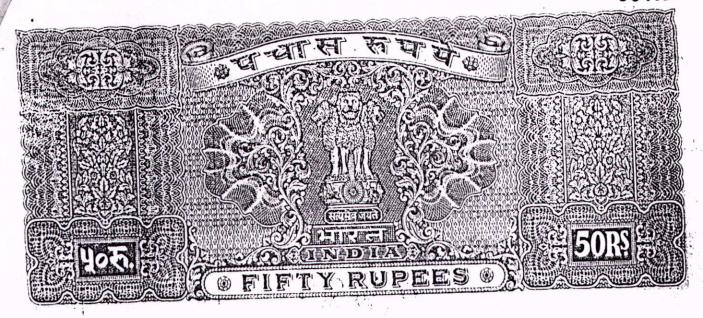
NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER :

 The name and style of the firm is and shall be continued to be M/s.PRESTIGE MEDICAL INVESTIGATIONS and/or such other name which the parties hereto may from time to time decide.

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- 2. The Partnership which has commenced from 4th April,1991 and as modified from time to time, last such modification by deed or partnership dated 1st April, 1992, shall continue to carry on the business as per this indenture with effect from 1st April, 1993. The business of the firm is and shall be carried on at A-8, Navlakha Complex, INDORE and/or at such other place or places where the parties hereto may from time to time decide.
- 3. The Business of the firm shall be continued to be of running Pathology Lab for various types of Medical testings, Investigations and examination, X-Ray Unit etc. and also to do such other business/businesses which the partners hereto may mutually agree and decide to do in future.
- 4. Terms mentioned in this deed shall be deemed to have commenced w.e.f. 1st April, 1993.
- 5. Necessary capital as well as further 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 by an between partners from time to time. Interest @ 18% p.a. or as may be prescribed U/s. 40(b)(4) of the Income Tax Act, 1961 or any other applicable provisions as may be in force, shall be payable to the partners on the amount standing to the credit of the accounts of the partners. Such interest shall be claculated and credited to the account of each partner at the close of the accounting year.

However the partners shall be at a liberty to increase or reduce the above rate of interest from time to time. Partners may agree by mutual consent to waive or reduce the rate of interest payable to them in respect of their capital or loan amount in case of losses or small profit or because of difficult financial position of the firm.

6. It is hereby agreed by and between the parties hereto that the parties hereto (hereinafter referred to us working partners) shall devote their time and attention to the business and shall be actively engaged into conducting the affairs of the business of the firm.

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- i) It is hereby agreed that in consideration of their working partners shall be entitled to remuneration. The remuneration payable to working partners shall be computed in the manner laid down in explanation 3 to section 40(b) 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 year.
- ii) Such remuneration shall be calculated at the close of the accounting year and shall be credited to the account of every working partner. The partners shall be entitled to withdraw out of remuneration for their personal needs from time to time.
- iii) The partners shall 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 parties hereto also agree to revise the mode of calculating the above referred remuneration as may be agreed to by and between the partners from time to time.
- iv) The above partners shall not be entitled to draw any remuneration in the accounting period in which the firm has suffered loss, on the basis of income as computed under the provisions of the Income Tax Act, 1961. However if the income is less than Rs.50,000/- than the remuneration shall be restricted to the extent of Rs. 50,000/- only.
- v) The amount of remuneration and interest payable to partners shall not exceed the amount which is allowed as deduction under sections 36 (i) (iii) and 37 (1) read with sections 40 (a)(i) and 40 A (2) of the Income Tax Act.
- vi) Such total remuneration shall be distributed among the said working partners in the following proportions:

1) Ashok Kumar Jain
2) Rakesh Jain
3) Deepak Jain
4) Ravidevi Jain
25%
25%

7. Proper books of accounts as required by law shall be kept and maintained by the firm and the same shall be closed on 31st March every year.

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8. The net profit or loss of the firm as per the accounts maintained by the firm after deduction of all expenses relating to the business of the firm as well as the interest and remuneration payable to the partners in accordance with the clauses and 6 above shall be divided amongst the partners on the close of accounting year in the following proportion:-

а) Ь)	Ashok Kumar Jain	- " ' ' ' '	proportion:
c)	Rakesh Jain Deepak Jain Ravidevi Jain		25% 25% 25%
			25%
	4		100%

- Ine Partners shall look after the business of partnership diligently, honestly and shall do everything in the interest of partnership business.
- 10. All the Partners shall punctually pay and discharge their separate debts and liabilities and shall always keep the firm effectually indeminfied against the same.
- 11. Bank account with Bank/Banks shall be operated by the parties hereto individually or in the manner decided among themselves.
- 12. Any Partner intending to retire from the firm shall give three months notice of his intention to do so to the other partners The duration of the partnership shall be "AT WILL".
- 13. No Goodwill in terms of cash or kind shall be paid if any of the partners wishes to withdraw/retire from the partnership.
- 14. In case of dissolution, all assets and liabilities shall be wound-up and dealt within accordance with the provisions of partners.
- 15. Neither Party shall without the consent of other partners:
  - (a) Lend any of the partnership moneys or give credits to any person or persons whom the other partners have previously in writing forbiddeen him to trust.
  - (b) Mortgage or charge his share in the assets or the profits of the firm.

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- (c) Give any Security or promise for the payment of the money on account of the firm except in the ordinary couse of the business.
- (d) Draw, Accept or endorse any Bill of Exchange or Promisory Note on Account of the firm except in the ordinary course of the business.
- 16. Not withstanding any thing contained in the Indian partnership Act, it is hereby mutuality agreed to by and between the partners that in case of death of any one or more partners, the firm shall not be dissolved but business 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 my be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitutions and not succession.
- 17. In the event of any dispute or difference arising between the parties, the same shall be referred to the Arbitration of one more persons to be appointed by the parties hereto whose award shall be binding on the parties hereto and it will be and Arbitration under the Indian Arbitration Act, 1932.
- 18. Any clause or clauses in this deed of partnership may be altered deleted or any new clause may be added, if agreed upon by all the partners, in such event all alternations, delations and/or additions shall be reduced in writing, singed by all the partners and same shall be attached to this deed of partnership.
- In respect of matters not herein provided for, the provisions of the Indian Partnership Act, 1932 shall apply.
- 20. Unless context otherwise requires, the term party shall include their heirs, successors, assignes, execjtors administrators and legal representatives.

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IN WITNESS WHEREOF THE parties hereto have signed and delivered this deed of partnership on the day of date first herein above mentioned in the presence of witnesses.

 Signed Sealed and delivered by the within named Shri. Ashok Kumar Jain S/c. Late Shri Moolchandji, the party of the FIRST PART in the presence of:

- Kutta Kichoritalii Gupra.
- 111 : C Bajrang hagar INDORF.

2. Signed Sealed and delivered by the within named Shri Rakesh Jain, S/o. Shri Sunderlal Jain, the party of the SECOND PART in the presence of:

- Bujorang Nagas INDORE.

3. Signed Sealed and delivered by the within named Shri. Deepak Jain, S/o. Shri Narendra Jain, the party of the THIRD PART in the presence of:

NAMO Kichor etasma N. k. Sherman.

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4. Signed Sealed and delivered by the within named Smt. Ravidevi Jain, W/o. Shri Azad Kumar Jain, the party of the FOURTH PART in the presence of:

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NAND Kishor Gupta. H.K. Sharming. 126/2 BramBh Bag Coloney INDORE.



Shri Hariji

## PARTNERSHIP DEED

THIS INDENTURE of Partnership made this First day of April Nineteen Ninety Two by and between :-

- 1. Shri Ashok Kumar Jain S/o Late Shri Moolchandji Jain aged about 32 years, resident of New Palasia Indore, Party of the first part,
- Shri Rakesh Jain S/o Shri Sunderlalji Jain aged 34 years, resident of New Palasia, Indore party of the Second part,
- 3. Shri Deepak S/o Shri Narendra Jain, aged about 31 years, resident of New Palasia, Indore party of the third part,
- 4. Smt.Ravidevi W/o Azad Kumar Jain aged 42 years, resident of New Palasia, Indore party of the fourth part.

Each of the above herein after called as "PARTNER".

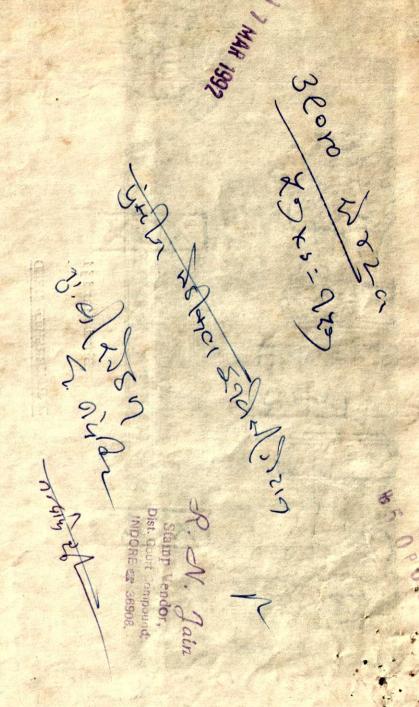
WHEREAS the parties of First, Second and Third parts alongwith Shri Vikas S/o Azad Kumar Jain were carrying business in Partnership, in the name and style of 'Prestige Medical Investigation' as per the terms and conditions. laid down in the deed of Partnership executed among themselves on 04-04-1991. And whereas Shri Vikas S/o Azad Kumar Jain retired from the firm on 31-03-92.

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And Whereas party of the fourth part Smt.Ravidevi W/o Azad Kumar Jain has been admitted as partner in the business on and from 01-04-92. And whereas the parties are desirous to reduce in writing the terms and conditions on which said partnership is formed. This Indenture now witnessth as under:-

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The Firm name and style of the business shall be Prestige Medical Investigation and or any other name or names as may be mutually agreed upon between the parties.

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The business of the firm shall be that of running Pathology Lab for various types of Medical testings, investigations and examination etc. K-Ray Unit etc. &also to do such other business/businesses which the partners here to may mutually agree and decide to on in future.

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- 3. That the business of firm shall be carried on at 8/1 Navlakha Complex. Indore and or at such other place or places as the parties hereto may from time to time decide.
- 4. The parties hereby agree to say that their Partnership has commenced on and from 01-04-92.

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- 5. Usual Books of account shall be maintained and each party shall have free access to inspect them and take copy thereof.
- 6. The necessary capital required for Partnership business shall be introduce by the parties hereto and interest shall be allowed @ 18% per annum on such Capital.
- 7. Books of account shall be closed at the end of March every year.

8. Profit & Loss of Partnership business shall be distributed among the parties in following proportion Viz:

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(a) Shri Ashok Jain 25% (Twenty Five percent)
(b) Shri Rakesh Jain 25% -do(c) Shri Deepak Jain 25% -do(d) Smt.Ravidevi Jain 25% -do-

- 9. Drawings by parties from the firm shall be made with mutual consent.
- 10. Day to day affairs of the firm shall be attended to by parties of the first, second and third part. Parties of fourth part may attend to firm's business and when she desire.

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- 11. Bank accounts for the firm shall be opened in firm's name and shall operate by signature of either of the parties.
- 12. Parties shall remain faithfull to one another and shall act honestly, sincerely and deligently for the purpose of Partnership business.
- 13. Partnership shall be partnership 'AT WILL' terminable by any partner giving two month notice in advance to the other partners.
- 14. In case there arises a disputes, disagreement or difference of opinion among the parties the same shall be referred to Arbitration and provision of Arbitration Act shall be made applicable.

In Witness whereof the parties hereto have signed this Deed of Partnership -

## Signed and delivered by within named

1.	Shri Ashok Kumar Jain	Algai
<b>ii.</b>	Shri Rakesh Kumar Jain	- Pri
iii.	Shri Deepak Kumar Jain	Dya's
iv.	Smt.Ravidevi Jain	- रिव देवी जैंग
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## PARTNERSHIP DOED

THIS INDENTURE OF PARTNERSHIP is made and entered into this 4th day of April, 1991 by and between:

- (1) Shri Ashok Kumar Jain S/o. Late Shri Moolchandji Jain aged about 30 years, resident of New Palasia, Indore (herein after called the party of the First part).
- (2) Shri Rakesh Jain S/o. Shri Sunderlalji Jain, aged about 32 years, resident of New Palasia, Indore (herein after called the party of the Second part).
- (3) Shri Deepak S/o. Shri Narendra Jain aged about 29 years, resident of New Palasia, Indore (herein after called the party of the Third part).

  AND
- (4) Shri Vikas Jain S/o. Shri Azad Kumar Jain, aged about 19 years resident of New Palasia, Indore (herein after called the party of the Fourth part).

Each of the above herein after called as "Partner".

WHEREAS the party of First, have been carrying on the business of running a Pathology Laboratory for all types of medical tests and investigations, under the name and style of M/s. PRESTIGE MEDICAL INVESTIGATION in Indore in proprietorship since first day of April 1989 and had agreed to admit the parties of the Second, Third and Fourth part as a partner in the business from 1st April, 1991 with a view to expand its business activity and they have joined the business w.e.f. 1.4.91.

WHEREAS, the parties hereto are now desirous of reducing into writing the terms of partnership in writing, they are mentioned hereunder.

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Now this deed of partnership withnesseth as under :

- 1. That the business of partnership shall be carried on under the name and style of M/s. PRESTIGE MEDICAL INVESTIGATION and/or any such other name which the parties hereto may decide later on.
- 2. That the business of firm shall be carried on at 8/1, Naulakha Complex Indore and/or at such other place or places as the parties hereto may from time to time decide.
- 3. That the business of partnership shall be that of running Pathology Lab for various types of medical testings, investigations and examinations etc. and also to do such other business/ businesses which the partners hereto may mutually agree and decide to carry on in future.
- 4. That this partnership shall be deemed to have commenced w.e.f 1st April, 1991.
- 5. That Capital of the firm shall be contributed by the partners as may be mutually agreed among themselves. Interest at the rate of twelve percent p.a. shall be payable on their capital contribution.
- 6. That parties of the Second, Third and Fourth part have joined the running business w.e.f. 1st April, 1991 and they undertake to accept any liability arising in future after joining the firm.
- 7. That proper books of accounts as required by Law shall be kept and maintained by the firm and the same shall be closed on 31st March every year.

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25%
25%
25%
25%
100%

- 9. That the duration of partnership shall be AT WILL.
- 10. That in case of dissolution, all assets and liabilities shall be woundup and dealt with in accordance with the provisions of Indian Partnership Act, 1932 if other wise decided by the partners.
- 11. That partners shall look after the business of partnership delegnetly, honestly and shall do everything in the interest of partnership business.
- 12. That no Goodwill in terms of cash or kind shall be paid in the amount of if any of the partners wishes to withdraw/retire from the partnership.
- 13. Bank accounts with Bank/Banks shall be operated by the parties as may be mutually decided amongst the parties.
- 14. In case of any disputes or differences arising amongst the parties with regard to this document or any other matter the same shall be reffered to the arbitration of two or more members as may be mutually decided amongst the parties hereto.

In witness whereof the parties hereto have signed this deed of partnership.

1.	Signed, Sealed and delivered
	by the within named Shri
	Ash Kumar Jain in the
	presence of

2. Signed, Sealed and delivered by the within named Shri Rakesh Jain in the Presence of Har

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3. Signed, Sealed and delivered by the within named Shri Deepak Jain in the presence of

4. Signed, Sealed and delivered by the within named M/s. Prestige Medical Investigation through its Managing Director Shri Vikas Jain in the presence of

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