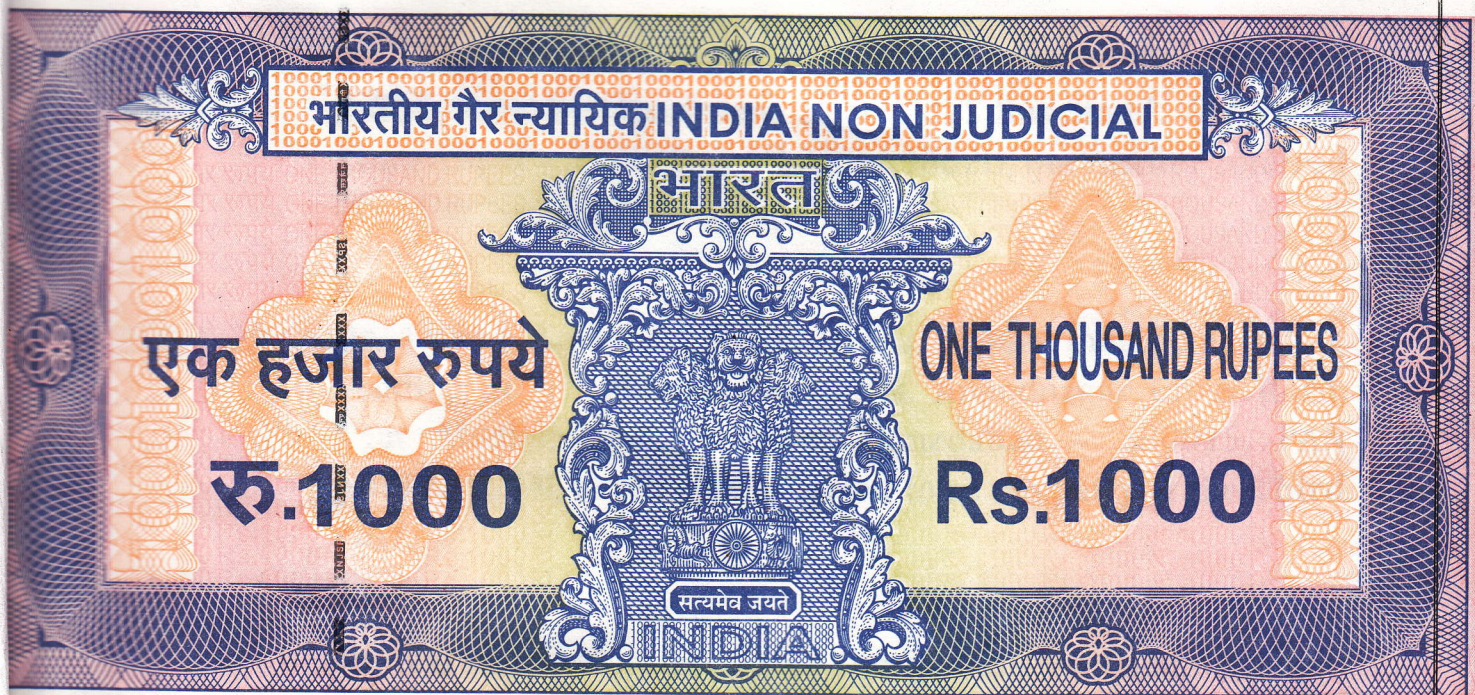


DEED OF PARTNERSHIP

SHRADDHADEEP GREENCROSS PATHOLOGY LABORATORY



ગુજરાત ગુજરાત GUJARAT

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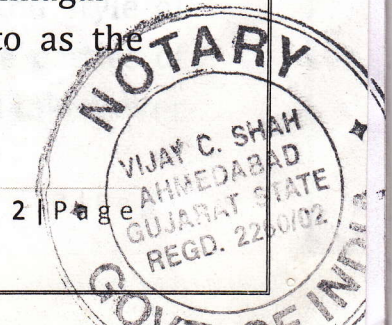
S.No..... 6978 / 2013
V. C. S.
VIJAY C. SHAH
NOTARY
GOVT. OF INDIA
21 NOV 2013

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP made on the 19th day of October, 2013 at Ahmedabad, between:

Patel Anand V.
Dhathod
Amajest Kam
Sujin
M. B. 20/12

1. Mr. Mahendra Bhagvatbhai Gajjar, Hindu, Indian Inhabitant, adult, residing at Plot No.357/1, Sector - 7A, Gandhinagar - 382007, PAN ABWPG2374G, hereinafter referred to as the party of the First Part,



2. **Dr. Dinesh Rathod**, Hindu, Indian Inhabitant, adult, residing at D-502, Supath-2 Apartment, Near AMTS Bus Stand, Old Vadaj, Ahmedabad - 380013, PAN AEIPR9862D, hereinafter referred to as the party of the **Second Part**,
3. **Dr. (Mrs.) Amarjeet Kaur**, Hindu, Indian Inhabitant, adult, residing at 49, Shivalik Bunglows, Anandnagar Cross Road, Near Madhur Hall, Satellite, Ahmedabad - 380015, PAN ADCPA2225N, hereinafter referred to as the party of the **Third Part**,
4. **Dr. Narendra Mafatlal Patel**, Hindu, Indian Inhabitant, adult, residing at 8, Utsav Bungalow, Opp. T.V. Tower, Thaltej, Ahmedabad - 380054, PAN ACGPP9435Q, hereinafter referred to as the party of the **Fourth Part**,
5. **Dr. Sarjan Dilip Shah**, Hindu, Indian Inhabitant, adult, residing at 7, Shivalik Bunglows, Anandnagar Cross Road, Near Madhur Hall, Satellite, Ahmedabad - 380015, PAN ASNPS6401L, hereinafter referred to as the party of the **Fifth Part**

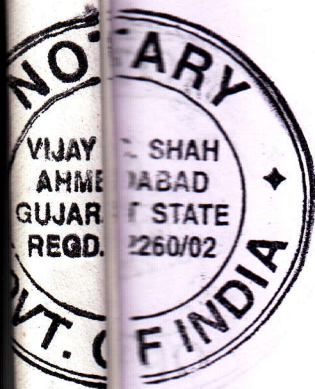
AND

6. **Dr. Umang V. Patel**, Hindu, Indian Inhabitant, adult, residing at 9, Devarshi Bungalow, Near Tulip Bungalow, Thaltej, Ahmedabad - 380054, PAN AKJPP2260N, hereinafter referred to as the party of the **Sixth Part**

WITNESSETH AS FOLLOWS:

WHEREAS

- A. Prior to entering into this partnership business the party of the First Part was running his pathology laboratory and blood bank business in sole proprietorship under the name and style of "Shraddhadeep Pathology Laboratory" however the parties of the Second to Sixth Part hereto have purchased and taken over



Patel Umang V.
D. Rathod
Amarjeet Kaur
Sarjan Dilip Shah
M. B. 2574

the pathology business of the party of the First Part alongwith the goodwill of the said business with effect from 19/10/2013.

- B. The parties hereto have agreed to conduct business in partnership under the name and style of "**M/s. Shraddhadeep Greencross Pathology Laboratory**" of carrying on pathology business and/or any other kind of business and for such other business/s as may be agreed upon by and between the parties hereto.
- C. The parties hereto are desirous of reducing into writing the terms and conditions of partnership by executing a Deed of Partnership being these presents.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO IN AS FOLLOWS:

1. **Name of Partnership**
The name of the partnership shall be "**M/s. Shraddhadeep Greencross Pathology Laboratory**" and/or such other name/s as the partners may decide from time to time.
2. **Date of commencement**
The Partnership shall commence and shall be deemed to have commenced from 19/10/2013.
3. **Duration of Partnership**
The duration of the partnership shall be at "Will".
4. **Business of partnership**
The partnership business shall be to carry on business of pathology laboratory and/or any other kind of business and for such other business/s as may be agreed upon by and between the parties hereto.
5. **Place of business**
The partnership business shall be conducted from its office situated at Plot No. 317, Sector - 16, Near GH-4, Gandhinagar -

Patel Changa-V.
M.B. [Signature]

Method
Anuraj Khar
Suraj
M. Patel

382016, and at any other place or places in India along with the joint written consent of all the parties hereto as may be agreed upon by the parties hereto. The parties hereto have pathology laboratories situated at :-

1. Shradhadeep Green Cross Pathology Laboratory
Plot No. 317, Sector - 16, Near GH-4,
Gandhinagar - 382016
2. Shradhadeep Green Cross Pathology Laboratory
Plot No. 910/1, Sector - 7-C, Gandhinagar - 382007

The parties hereto are the owners of collection centers situated at :-

1. Shradhadeep Green Cross Pathology Laboratory
Hi-Tech Hospital, Plot No. 1180, Sector - 3D, GH Road,
Gandhinagar
2. Shradhadeep Green Cross Pathology Laboratory
A-12, Swagat Rainforest II, Opp. Swaminarayandharam,
Kudasan, Gandhinagar - 382421

6. Capital Contribution

- (a) The parties hereto shall bring in their share of contribution to the capital of the partnership in equal proportion as and when required in the business.
- (b) As and when additional capital is required for partnership business, the same shall be brought in by the partners as per their mutual agreement from time to time.

7. Interest on Capital

Interest shall be paid/charged on the capital accounts of the partners @ 12% per annum or at such other rate or rates and may be specified as the maximum rate of interest in Section 40(b)(iv) of the Income Tax Act, 1961, from time to time.

PROVIDED that the aggregate amount of interest payable/chargeable on the capital accounts of the Partners in any year



Patel Umang V.
12/13/2022
Akash
Amarjeet Kaur
Sunjeet
10/20/2022

shall not exceed the amount of BOOK PROFITS of the Firm for that year arrived at before deducting that interest; and in the event of the aggregate amount of interest payable on the capital accounts of the partners being restricted as aforesaid, the restricted amount of interest shall be payable by/chargeable to the partners concerned in the ratio it bears to the capital accounts of the partners before considering the restriction under this proviso.

8. Remuneration to the partners

(a) The remuneration has been agreed to pay to all working partners who contribute their time and efforts to the partnership firm as follows:-

Partner's Name	Salary (Rs.)
Dr. Mahendra Bhagvatbhai Gajjar	10,00,000/-
Dr. Dinesh Rathod	10,00,000/-
Dr. (Mrs.) Amarjeet Kaur	1,00,000/-
Dr. Narendra Mafatlal Patel	1,00,000/-
Dr. Sarjan Dilip Shah	1,00,000/-
Dr. Umang V. Patel	1,00,000/-

Provided that the aggregate remuneration of the said working partners in any year shall not exceed the amount arrived at as follows:

Book Profit of the Firm	Partners' remuneration express as percentage of the Book Profit
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on the first Rs. 3.00 lakh of the book profit or in case of loss whichever is more	Rs. 1.50 lakh or @ of 90% of the book profit,
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*Patel Umang-V.
M.D. 2022
R. Patel
Rathod (i)
Amarjeet Kaur
Sarjan*

- (ii) on the balance of the book profit @ of 60%
- (b) In the event of the aggregate amount of the remuneration being restricted as stated above, the restricted amount of remuneration shall be payable to the said partners in the ratio of their salary.
- (c) In the event of there being a loss (as against Book Profit) in any year, no remuneration shall be payable to the partners.
- (d) For the purposes of this clause, "Book Profit" shall have the same meaning as is given in explanation-3 below Section 40(b) of the Income-tax Act, 1961.

9. Profit and Loss

The net profits and/ or losses of the partnership business shall be divided, distributed and/or contributed by the parties hereto in the following proportions:-

NAME OF THE PARTNERS	SHARE IN PROFIT / LOSS %
Mahendra Bhagvatbhai Gajjar	33.00%
Dr. Dinesh Rathod	33.00%
Dr. (Mrs.) Amarjeet Kaur	8.50%
Dr. Narendra Mafatlal Patel	8.50%
Dr. Sarjan Dilip Shah	8.50%
Dr. Umang V. Patel	8.50%
TOTAL	100.00

10. Withdrawal

During the continuance of the partnership, the partners shall be entitled to draw such sum or sums of money per month or otherwise as may be agreed upon by the partners from time to time. All drawings made by the partners shall be debited to their respective accounts and shall be taken into account in making upon the final accounts.



Mrs. Umang V. Patel
D. Rathod
Amarjeet Kaur
Sarjan Dilip Shah
Narendra Mafatlal Patel

11. Opening of Bank Account

The partners may decide to open account/s with such bank or banks as the partners may from time to time agree upon, and the same shall be operated jointly by any two partners.

12. Borrowing money

If the partners unanimously decide to do so, they may raise or borrow money for the partnership business in the name of the partnership Firm on such terms and conditions as may be mutually agreed upon by the partners.

13. Books of Account

Proper books of account shall be maintained by the partnership wherein shall be entered particulars of all the money, assets and properties belonging to or, owned by the partnership and of all its dues and liabilities including partners accounts and of all its receipts and payments and incomes and expenditures and of all such matters, transactions and things as are usually entered in the case of business of a similar nature. The books of account and all letters, papers, vouchers and instruments etc. concerning or belonging to the partnership shall be kept at the business premises of the partnership or at such other place as may be decided by the partners. Every partner shall at any time have free access and right to inspect or examine the same and take copies of or extracts therefrom.

14. Accounting Year

The first accounting year of the partnership business shall end on 31st March, 2014, and thereafter on 31st March, every year i.e. Financial Year. Once in every year a Profit and Loss Account of the business carried out by the Firm upto the end of the accounting year and Balance Sheet of the Assets and Liabilities of the Firm as at the end of the year shall be prepared.

15. Management duties and Restrictions

Both the partners shall be bound to attend diligently to their duties in the conduct of the business of the Firm and shall be just and faithful to each other and give full information and truthful explanation on all the matters relating to the affairs of



Patel Umang V.
M. B. Gore

Harshad

Amarjot Kaur
Sujin
Nayabul

the partnership and shall carry on the business to their mutual advantage.

A) Each of the partners shall:

- (i) punctually pay his/her separate debts and indemnify the other partner and the assets of the Firm against the same and all expenses on account thereof;
- (ii) forthwith pay all moneys, cheques and negotiable instruments received by his on account of Firm into the Firm's account if not immediately required for the business;
- (iii) be just and faithful to each other and at all times give to each other full information and truthful explanations of the partnership and afford every assistance in his power in carrying on their business to their mutual advantage.

B) None of the partner shall without the previous consent of the other partner:-

- (i) lend money or make delivery upon credit of any goods of the Firm, to any person or persons to whom the other partner or partners shall have previously in writing forbidden him/her to do so;
- (ii) give any security es or promise for the payments of moneys on account of the Firm except in the ordinary course of business;
- (iii) draw, accept or endorse any bills of exchange or promissory notes on account of the Firm except in the ordinary course of the business.
- (iv) enter into any bond or become bailor or surety with or for any person or do or knowingly cause to be done or suffer anything whereby the partnership property or any part thereof may be endangered, affected, seized, attached or taken possession of;

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M. B. G. 2022

Dhathod

Amrjeet Kaur

Singh

Nyapal

- (v) compromise any debt of the partnership or release or discharge any of the Firm's debtors.
- (vi) sell, assign, charge, mortgage, alienate or otherwise transfer his/her share in the partnership.

C) Neither partner committing any breach of any of the foregoing stipulations shall indemnify the other partner or partners against all losses and expenses on account thereof.

16. Forbidden Acts

If any of the partner shall:

- (i) commit any breach of the provisions of clauses 14 and 15 of THIS DEED; or
- (ii) becomes insolvent; or
- (iii) commit any criminal offence; or
- (iv) become physically or mentally unfit; or
- (v) do or suffer any act which would be a ground for the dissolution of the partnership by the court;
- (vi) the other partner or the partners may within three months after becoming aware thereof, by notice in writing determine the partnership.

17. Other Business

The party of the First Part can carry out his blood bank business under the name and style as "Shraddhadeep Blood Bank" but shall not carry on/be interested in any other business competing with the business of the partnership firm without obtaining written permission of the parties of the Second to Sixth part in this regard.

18. Admission of a New Partner

If the partners so desire, with the mutual agreement among them, a new partner may be admitted to the fold of this partnership and the capital to be brought in by such incoming partner and his share in profit/loss shall be such sum as mutually agreed between the partners from time to time.



Patel Umang. V.
M. 13. 2022

A. Hatnod
Amerjeet Kaur
Surjit
Norpatel

19. Goodwill of Partnership

All the tangible and intangible assets of the firm including the property described in the Schedule hereunder written , the goodwill, trade names and trademarks, rights in the property of the partnership business shall belong to the partnership firm and individual to the parties hereto.

20. Death of a Partner

The partnership shall not dissolve on the death of any partner but shall be continued by admitting the heir/s of the deceased partner or by the surviving partners on such terms and conditions as may be mutually agreed upon. The share of deceased partner in the partnership business shall be determined by mutual consent.

21. Retiring Partner

If any of the partners desires to retire from the partnership, he/she may do so by giving three months notice in writing of his/her intention to the other partner and at the expiry of the said three months period, he/she shall cease to be a partner.

22. Insolvency of a partner

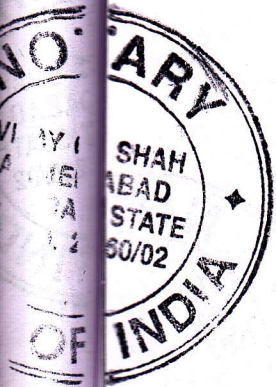
In case of insolvency of any partner, the share of the insolvent partner shall devolve on the remaining partner who shall pay the amount which may be ascertained to be due to such insolvent Partner on taking proper accounts of the insolvent partner. The share of the insolvent partner in the partnership business shall be determined as in the case of a retiring partner as provided in the above clause.

23. Dissolution of Partnership

The Partnership firm shall be at Will and can be dissolved by mutual agreement between the partners.

24. Alteration in Partnership Agreement

Notwithstanding anything stated or provided herein, the partners shall have full powers or discretion to modify, alter or vary the terms and conditions of this partnership deed in any manner they think fit by mutual agreement.



Patel Umang V.
14.12.2024

Dhatna
Amarjot Kaur
Surjit
Naypal

25. Other Matters

All other matters for which no provision is made in THIS DEED shall be decided in accordance with the provisions of the Indian Partnership Act, 1932.

26. Dispute Resolution

If any dispute or difference arises among the partners hereto or their representatives with regard to the construction, meaning or effect of these presents or with regard to the rights and liabilities of the partners, profits or losses of the business of the Firm or with regard to any other matter or things concerning the Firm or the business or affairs of the Firm, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof for the time being in force and such arbitration shall be hold at Ahmedabad.

M. B. Gajjar

D. Rathod
Amayrat Khan

Surya
Nayak

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN NAMED, in the presence of;	COMMON WITNESSES
<p><u><i>M. B. Gajjar</i></u> Mr. Mahendra Bhagvatbhai Gajjar, being the party of the First Part, in presence of;</p>	<p>1. <u><i>Surya</i></u></p>
<p><u><i>D. Rathod</i></u> Dr. Dinesh Rathod, being the party of Second Part, in presence of;</p>	<p>2. <u><i>K. B. Nayak</i></u></p>



Amarjeet Kaur

Dr. (Mrs.) Amarjeet Kaur, being the party of Third Part, in presence of;

N Patel.

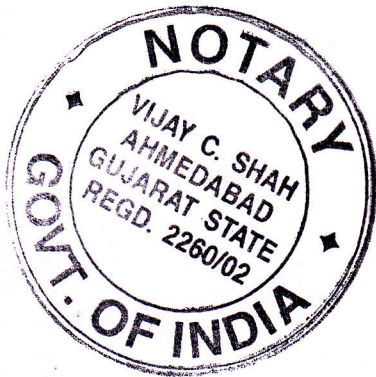
Dr. Narendra Mafatlal Patel, being the party of Fourth Part, in presence of;

Sarjan

Dr. Sarjan Dilip Shah, being the party of Fifth Part, in presence of;

Patel Umang V.

Dr. Umang V. Patel, being the party of Sixth Part, in presence of;



SIGNED
BEFORE ME
[Signature]
VIJAY C. SHAH
NOTARY
GOVT. OF INDIA

21 NOV 2013

