

PARTNERSHIP DEED

CHIKITSA PATHOLOGY LABORATORY

Shop No.1, G.F., Kashiparekh Apartment,
Shantinagar, Usmanpura, Ahmedabad-380013.

The parties whose names are referred in clause no. A are desiring to form a Partnership Firm in the name and style of CHIKITSA PATHOLOGY LABORATORY records terms and conditions of partnership by this agreement.

This deed of partnership is made on : 03rd Day of
October, 2018.

(A) The names of PARTNERS shall be as under :

- (1) VISHVAS KIRITBHAI AMIN, s/o KIRITBHAI J. AMIN, date of birth : 05-02-1979, holding PAN:APCPA2177F, Aadhaar No.: 8871 1148 9166 residing at Flat No. A-21 2nd Floor, Shree Krishna Tower, Naranpura, Ahmedabad-380013. Party of FIRST Part.
- (2) VIRAL VISHVAS AMIN, W/o VISHVAS K. AMIN. date of birth : 03-10-1977, holding PAN : AECPA5035R, Aadhaar No.: 6645 7421 4623 residing at Flat No. A-21 2nd Floor, Shree Krishna Tower, Naranpura, Ahmedabad-380013. Party of SECOND Part.
- (3) VISHVAS K. AMIN H.U.F. (Karta-Vishvas Kiritbhai Amin), date of formation 05-02-1979, holding PAN : AADHA5744A, Aadhaar No.: 8871 1148 9166 residing at Flat No. A-21 2nd Floor, Shree Krishna Tower, Naranpura, Ahmedabad-380013. Party of THIRD PART.

And whereas Partners of First to Third part herein above have agreed to the terms and conditions of the partnership deed and are desirous of recording the terms and conditions of the deed into writing and it has been agreed and decided by and between the partners hereto as under :

(1) NAME :

The partnership business shall be carried on in the firm name and style of CHIKITSA PATHOLOGY LABORATORY - Nature and style and place of business being : Pathology Laboratory, Medical Clinic and body profile diagnostic analyst etc. at Shop No.1, G.F., Kashi Parekh Apartment, Near Panchsheel Bus-stand, Shantinagar Society, Usmanpura, Ahmedabad-380013.

And that the name and style and place of business shall be changed with prior approval of all the partners in writing.

(2) DATE OF COMMENCEMENT :

The business is deemed to have been commenced and carried on with effect from date :03-10-2018.

(3) REMUNERATION :

All the partners shall be the working partners, and shall be paid remuneration for services rendered by them during the year. The amount of such remuneration shall be determined at the end of the accounting year by the partners as per mutual understanding, but within the limits prescribed under section 40(b) of the

: 3 :

Income Tax Act. The partners may withdraw any adhoc amount that is decided mutually every month till the final amount divided at the end of the year as per following ratio :

(1) VISHVAS KIRITBHAI AMIN	50%
(2) VIRAL VISHVAS AMIN	50%
(3) VISHVAS K. AKIN HUF (Karta-Vishvas Kiritbhai Amin)	NIL

	100%
	====

(4) ADVANCE WITHOUT INTEREST :

Partners may mutually decide to give advance from time to time to partners or other members from the firm, without interest or may decide not to charge interest on amount outstanding in their name to carry forward or due to reasonable ground or claim.

(5) CAPITAL AND INTEREST :

(A) The partners shall contribute the amount towards their fixed capital as may be mutually decided by partners from time to time and the same shall be contributed proportionately as per their profit sharing ratio or mutually decided by partners.

(B) Looking to the requirement of funds the partners shall contribute further capital or withdraw the capital from time to time. The contribution and withdrawal shall be credited/withdrawal shall be decided by the partners mutually from time to time.

(C) The funds contribution by partners as fix capital shall bear interest at the maximum allowable rate as prescribed u/s. 40(b) of the Income tax Act @ 12% p.a. The interest at the rate of 12% p.a. shall be payable by the partnership on the amount standing to the credit of the fix capital and/or current or loan account or all the accounts of the partners and the partners can decide from time to time the rate of interest to be payable on partners fund and whether to pay or not on current or loan or all the accounts of partners.

(6) SHARE : PROFIT AND LOSS :

The net profit of the partnership business as per the account maintained by the partners after deduction of all expenses relating to activities of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with this deed of partnership any supplementary deed as may be executed by the partners shall be divided and distributed amongst the partners in the following proportion :

<u>S.No.</u>	<u>Name Of The Partners</u>	<u>Profit %</u>	<u>Loss %</u>
(1)	VISHVAS KIRITBHAI AMIN	33%	33%
(2)	VIRAL VISHVAS AMIN	33%	33%
(3)	VISHVAS K. AMIN HUF	34%	34%
	(Karta-Vishvas Kiritbhai Amin)		
	TOTAL	100%	100%

The loss, if any, including loss of capital suffered in any year shall be apportioned in the above proportion.

(7) FUND :

Further funds necessary for the business of the partnership shall be procured from outside or from partners either in the name of the firm or in the names of all or any of the partners hereto as may be mutually agreed upon. Funds procured from the outsides in the names of the partners for the purpose of the business of this partnership may be credited in the name of the lenders direct in the books of the partnership. The partnership is expressly authorized to make borrowings even before the capital is contributed by the partners if it is so agreed upon by the parties hereto.

(8) ACCOUNTING YEAR :

The accounting year of the partnership shall be ending on 31st March every year.

(9) ACCOUNTS BOOKS :

The partnership shall keep and maintain usual books of accounts and shall keep such books of accounts properly posted up. The books of accounts shall be kept at the principal place of business of the partnership or at such other place or places as the parties hereto may from time to time agree upon. Without the consent of the parties hereto except in the ordinary course of business. Each partner shall have full and free access to the books of accounts of the partnership at all times

and shall be at liberty to take such extracts or copies there from as he may think best either by himself/herself or by his agents.

(10) WORKING :

Each party shall :

- (a) Punctually pay his debts and indemnify the other partner / partners and assets of the firm against the same and all expenses on accounts thereof.
- (b) Forthwith pay all moneys, cheques and negotiable instruments by him on account of the firm to the said bankers to the firms account.
- (c) Be just and faithful to the other partners and at all times give to such other partner or partners full information of all matters relating to the affairs of the partnership and offer every assistance in his power to carry on the business for their mutual advantage.

(11) LIABILITY OF PARTNERS :

Any partner if he/she is doing or interested in any other trade business or profession, then the liability arising there from shall be or his individual capacity and in case there shall be a liability of this firm nor the partners of this firm shall be liable to such outside liability.

(12) DUTY OF PARTNERS :

No partner shall without the consent of the other partners except in the ordinary course of business:

- (a) Dispose of any loan, pledge, sale or otherwise any part of the partnership property.
- (b) Forgo the whole or any part of any debt or sum due to the partnership.
- (c) Draw, accept or endorse any bills of exchange or promissory notes on account of the partnership.

(13) BORROWINGS :

All borrowings except trade loan in the name of the firm shall be with the concurrence of all the partners.

(14) NATURE OF BUSINESS :

The business of the firm shall be that of Medical Clinic & body profit diagnostic analyst and pathology laboratory or any other business relating to trade mutually agreed to between the partners from time to time.

(15) CHANGE IN CONSTITUTION :

No change in the constitution of the partnership deed made either by introducing a new partner or allowing to retire will be made with written approval of all partners.

(16) RETIREMENT :

If any of the partner willing to retire from the partnership, he or she will have to take prior permission of all the remaining partners.

(17) DISSOLUTION :

In the event of death of any partner, the partnership will not come to an end and the same can be reconstituted only with formal

written approval from all partners, however the surviving partners can with the approval of the partners in writing carry on the business of the said firm purely on temporary basis on the terms and conditions to be determined by all the partners at their sole discretion.

(18) BANK ACCOUNT :

The firm may open bank account with one or more banks approved by the partners and such bank accounts shall be operated by all or any one of the partners for and on behalf of the firms.

(19) PLACE OF BUSINESS :

The principal place of business shall be at Shop No. 1, G.F., Kashi Parekh Apartment, Behind Panchsheel Bus-stand, Shantinagar Society, Usmanpura, Ahmedabad-380013, and cannot be extended to other place without formal approval in writing from all partners.

(20) ARBITRATION :

In case of any dispute arising between the partners or their legal representatives, the same shall be referred for decision of Arbitrator. The decision of the said Arbitrator shall be conclusive and binding on all the partners.

(21) ALTERATIONS IN DEED :

No change in the partnership shall be made without formal approval from all partners.

(22) TRANSFER OF PARTNERS RIGHT :

No power of attorney will be given to any other person by the signatories to other persons.

Place: Ahmedabad.

Date : 17 /10/2018

IN ABOVE WRITTEN :

(1) SIGNED AND DELIVERED
By the within named
VISHVAS KIRITBHAI AMIN

V. K. Amin

In the presence of :

Kirit. J. Amin.

(2) SIGNED AND DELIVERED
By the within named
VIRAL VISHVAS AMIN

V. Amin

In the presence of :

D. K. Amin.

(3) SIGNED AND DELIVERED
By the within named
VISHVAS K. AMIN HUF -
(Karta-Vishvas
Kiritbhai Amin)

V. K. Amin

In the presence of :

Kirit. J. Amin

D. K. Amin.