



Office of the Registrar of Firms,
MANGALURU

Form C
10 A
[See Rule 3(5)]

Certificate of Registration of Firm

Firm Number : DKM-F89-2020-21


Date : 05-Sep-2020

The Registrar of Firms, Karnataka, hereby acknowledges the receipt of the statement prescribed by Section 58(1) of the Indian Partnership Act, 1932. The statement has been filed and the (Name of Firm) M/S MEDIQUEST HEALTH CARE has been entered in the Register of Firms as No. DKM-F89-2020-21

Address of the Firm :

DOOR NO. 25-2-134, 25-2-134(1), & 25-2-134(2), MAHIM COMPLEX, KANKANADY PUMPWELL OLD ROAD, KANKANADY, MANGALORE- 575002. (GSC NO. IG0990001894995)

Office : MANGALURU
Firm Number : DKM-F89-2020-21
CD Number : DKMF2


REGISTRAR OF FIRMS
DANS Registrar of Firms,
(MANGALURU)
MANGALURU

FORM NO. 1
(See Rule 4)
THE INDIAN PARTNERSHIP ACT, 1932

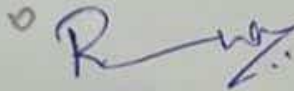
We, the undersigned being the partners of the Firm, M/S.MEDIQUEST HEALTH CARE hereby apply for registration of the said firm and for that purpose supply the following particulars in pursuance of section 58 of the Indian Partnership Act, 1932

The Firm name	: M/S. MEDIQUEST HEALTH CARE	
Places of Business	(a) Principal Place :Door No.25-2-134,25-2-134(1) &25-2-134(2)Mahim Complex, Kankanady Pumpwel old Road , Kankanady , Mangalore-2	
Name of partners full	Date of joining the firm	Permanent address in full
MRS.REENA T.B	07.08.2020	Flat No.1801; B'Block Northern sky City Apartment ,Ujjody ,Mangalore - 575002
SRI.RAGHAVENDRA GANGULI	07.08.2020	SRIDEVI DAYA HOUSE, POST MEENAKALYA, PANAMBUR ,Mangalore.
SRI.SAYED ABDUL REHMAN BUKHARI	07.08.2020	Flat No.102,INLAND IMPALA, Ullal Mangalore-575020

Duration of the firm : AT WILL

Station :Mangalore

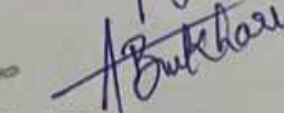
Date : 08.08.2020



1. MRS.REENA T.B



2. SRI.RAGHAVENDRA GANGULI



3. SRI.SAYED ABDUL REHMAN BUKHARI

Signature of all partners

I, MRS.REENA T.B ,W/o SRI.NIRANJAN ,of 41 years age , of Hindu religion do hereby declare that the above statement is ture and correct to the best of my knowledge and belief.

Date :08.08.2020



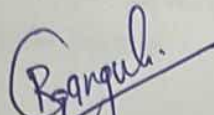
Signature



Witness.

I, SRI.RAGHAVENDRA GANGULI son of SRI.GOVINDA GANGULI ,41years of age ,of Hindu religion do hereby declare that the above statement is ture and correct to the best of my knowledge and belief.

Date:08.08.2020



Signature



Witness.

I, SRI.SAYED ABDUL REHMAN BUKHARI son SAYED ALI , of 37 years of age of Islam religion do hereby declare that the above statement is ture and correct to the best of my knowledge and belief.

Date:08.08.2020



Signature



Witness.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 1,000

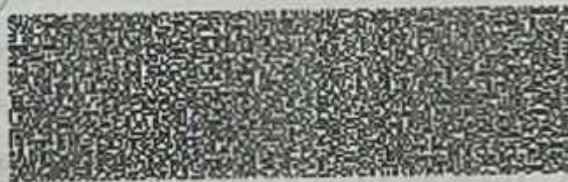
e-Stamp

Certificate No. : IN-KA83766573232281S
 Certificate Issued Date : 05-Dec-2020 04:36 PM
 Account Reference : NONACC (BK)/ kakscub08/ KANKANADY/ KA-DK
 Unique Doc. Reference : SUBIN-KAKAKSCUB0857463314452633S
 Purchased by : REENA T B
 Description of Document : Article 12 Bond
 Description : RECONSTITUTION
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : REENA T B
 Second Party : SYED ABDUL BHUKHARI
 Stamp Duty Paid By : REENA T B
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)

सत्यमेव जयते

For THE MANGALORE CATHOLIC CO-OPERATIVE BANK LTD

Authorized Signatories



Please write or type below this line

PARTNERSHIP DEED OF RETIREMENT AND RECONSTITUTION

RETIREMENT AND RECONSTITUTED DEED OF PARTNERSHIP made on this 7th day of, December 2020, by and amongst:

1. MRS.REENA.T.B, W/O. SRI NIRANJAN, aged about 41 years, residing at Flat No.1801,'B' Block, Northern Sky City Apartment, Ujjody, Mangalore - 57502, hereinafter referred to as

Reena T B

Syed Abdul Bhukhari

Syed Abdul Bhukhari

Statutory Alert:

1. The authenticity of the 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.

First of continuing partners. (The expression "Continuing Partners" to mean and include heirs, Legal representatives, successors, administrators, executors, agents and assignees).

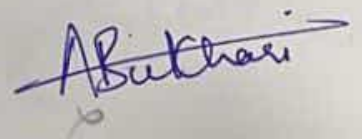
AND

2. SRI.RAGHAVENDRA GANGULI ,S/O SRI.GOVINDA GANGULI aged about 41years. residing at "Sri Devi Daya House" Post Meenakalya , Panambur, Mangalore - 575010 hereinafter referred to as Second of Continuing Partners (The expression "Continuing Partner" to mean and include heirs, Legal representatives, successors, administrators, executors, agents and assignees).
3. SRI. SAYAD ABDUL REHAMAN BUKHARI , S/O SAYAED ALI, aged about 37 years, residing at Flat No.102, INLAND , IMPALA , Ullal, Mangalore -575020, hereinafter referred to as Retiring Partner. (The expression "Retiring Partner" to mean and include heirs, Legal representatives, successors, administrators, executors, agents and assignees).

WHEREAS the Continuing Partners along with Retiring Partner have been carrying on the business under the name and style of M/s.MEDIQUEST HEALTHCARE in partnership, in terms of Partnership Deed dated 7th August 2020 .

AND WHEREAS the Retiring partner has expressed his desire to retire from partnership, all the parties hereto are desirous of Reconstituting the Partnership, this Deed has been executed and I WITNESSETH AS FOLLOWS:

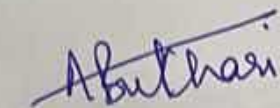
1. The 'Retiring Partner' has been retired from Partnership with effect from the closure of business hours of 6th day of December 2020,leaving the said business to be continued by ' Continuing Partners' here to.
2. In consideration of retirement, the Retiring Partner shall not be entitled to be paid any sum since he has neither contributed any capital nor participated in the business activities of the Firm, on entering into partnership.
3. That the Retiring Partner have released, relinquished and given up all or any of the rights, interest and title etc; that he may have in the said Partnership Firm or upon the Assets of the said Partnership Firm or the rights created or vested in him under the said Partnership Deed dated 7th dated August 2020 .
4. That the Retiring Partner shall not be entitled to any share of goodwill, trade name, value of the Assets of the Firm etc., and also share of profit of the Firm for the period ended 6th December 2020,if any.
5. That the Continuing Partners shall have full right and liberty to carry on the above business under the same name and style of M/S. MEDIQUEST HEALTHCARE at the same premises and to collect all the outstandings due to the Firm and also to discharge all the liabilities due by the Firm as on the date of Release.



6. That the debts and liabilities due by the above Firm as on 6th December 2020 and all the future expenses etc: of the firm shall be paid and discharged by the Continuing Partners who shall indemnify the Retiring Partner therein from all actions, proceedings, claims and demands in respect thereof. The Continuing Partners are also authorized to operate the Bank Account or Accounts standing in the name of the Firm and also to renew the Deposits standing in the name of the Firm and to withdraw the same after or before maturity under their signature hereafter.
7. That the Trade name, Agencies, Goodwill and all other Immovable and Movable Assets of the erstwhile Partnership Firm shall be the exclusive Properties of the Continuing Partners and the Retiring Partner or his representatives(s) shall have no right whatsoever in the same and the Retiring Partner shall not carry on any business under the same name and style of M/s. MEDIQUEST HEALTHCARE in any place hereafter.
8. That the account books, bills, vouchers and all other connected documents and papers of the erstwhile Partnership Firm up to the date of Release are and shall continue to be in the possession of the Continuing Partners.
9. That the Income – Tax, Sales –Tax, and all other Taxation and legal matters of the erstwhile Partnership Firm shall be attended to and settled by the Continuing Partners who shall indemnify the Retiring Partner therein from all actions, proceedings, claims or demands in respect thereof.
10. That the Retiring Partner and the Continuing Partners, having made necessary enquires regarding the accounts of the Firm and having found the same to be correct have of their own free will entered in to this Retirement and Reconstituted Deed . It is also agreed between the Parties to this Retirement and Reconstituted Deed that none of them or their respective representative (s) shall have any right to dispute the correctness of the figures or particulars of accounts at any later date.
11. That the Retiring Partner and the Continuing Partners shall co-operate with themselves in any matter including Income –Tax and Sales –Tax matters concerning the said late Partnership affairs and shall respectively sign and do all such further documents, deeds and things as may be required for completely effectuating this Agreement and all the Parties shall pay their own costs in connection therewith. All the parties shall co-operate with each other in signing the Income-Tax Returns, Declarations etc, whenever necessary.
12. That this Retirement & Reconstituted Deed is effective from the 7th day of December 2020.
13. The name of the partnership shall continue to be M/s. MEDIQUEST HEALTHCARE
14. The place of business shall continue to be at D.NO: 25-2-134, 25-2-134(1) & 25-2-134(2) Mahim Complex.Kankanady Pumpewell Old Road, Kankanady , Mangalore and also at such other places as the partner may decide from time to time.







15. The business of the partnership shall continue to be that of providing health care service such as laboratory, scanning ECG, Treadmill etc. services. The Firm may also undertake such other business/es is allied or otherwise as may be mutually agreed upon by all the partners from time to time.
16. The capital of the Firm shall be contributed by the Partners as follows:-
- (i) Balance standing to the credit of Continuing Partners in their Capital Account if any, in the erstwhile Partnership Firm shall be transferred to their Capital Account.
 - (ii) The First of Continuing Partners shall contribute any capital required in future and Second of Continuing Partners shall not contribute any capital.
17. Both the partners shall be entitled to interest @ 12% p.a on any amount standing to the credit of their Capital Account, Current Account after adjusting share of profit, interest and drawings.
In case there is debit balance in the Current Account/Loan Account of a Partner, the same shall be set-off against credit balance in his Capital Account/any other account and interest shall be paid only on the net balance to his credit.
- All such interest paid / credited to Partners shall be a charge on the Profit & Loss Account of the Firm.
18. The partners may advance any money over and above their Capital as and when necessary for the purpose of business of the Firm, and the same shall be treated as loan to the Firm which shall carry interest @12% p.a, and such interest shall be treated as working expenses of the partnership business.
19. Banking account of the Firm may be opened in such of the Bank or Banks as the partners may decide from time to time and such Bank Account or Accounts shall be opened and operated upon the signature of the FIRST OF CONTINUING PARTNERS, INDIVIDUALLY.
20. First of Continuing Partners, shall be the Managing Partner and is authorized to raise loan or loans on behalf of the Firm from Bank or Banks or other parties etc., either secured or unsecured, for the purpose of improving and expanding the business of the Firm and he is also authorized to sign, execute and endorse loan agreement, bonds and other negotiable instruments and such borrowals shall be binding on the firm provided such funds are brought into the books of account of the firm.
21. The Second of Continuing Partners, shall be working partner who shall assist the Managing Partner in day-to-day business and also manage the said business in the absence of the Managing partner.
22. The Managing partner and working partner shall be entitled to a monthly remuneration as detailed below or such higher or lower remuneration as may be fixed by the partner by mutual consent







First of Continuing Partners = Rs 15000/-
Second of Continuing Partners = Rs 50000/-

23. The profit or loss of the partnership firm after charging partners remuneration and interest as per preceding clauses, shall be divided among or borne by the partners as follows:-

First of Continuing Partners : 75%
Second of Continuing Partners: 25%

24. Proper books of accounts shall be maintained by the Managing Partner at the principal place of business and other Partners shall have access to the same at all reasonable times. The account books shall be maintained on mercantile basis and the same shall be closed and balanced on 31st day of March every year. A profit and loss account and balance sheet shall be prepared soon after the year end and all the partners shall sign such statements signifying their approval and the statements so signed shall be binding on them.

25. No partner shall have the right to sell, mortgage, assign or otherwise alienate his share, right or interest in the partnership firm to an outsider without the written consent of other Partners.


26. The Partners may unanimously decide by recording resolutions, in the minute book maintained by the firm to alter, vary, add, delete or modify any of the provisions herein contained and the same shall be effectual as if they are herein embodied.

27. Both the partners shall be just and faithful to each other relating to the partnership business and shall give true accounts and full information of all things relating to the same and shall attend diligently to the business of the partnership firm and carry on the same for the common benefit and greatest advantage of other partner and no partner shall act in a manner harmful or detrimental to the best of interest of the firm.

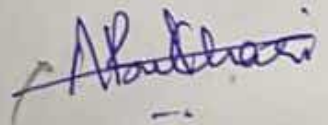
28. The firm shall not be responsible for any individual debts incurred by the partners which are not brought into the books of account of the firm either before or after the commencement of this partnership firm. Both the partners shall pay and discharge all their private debts punctually and separately and shall keep the other partners and the partnership assets indemnified from any actions, claims or proceedings in respect of their private acts or omissions not connected with the partnership business.

29. The partnership shall be at will and death, insolvency or unsoundness of a partner shall not operate as dissolution of the partnership firm, which shall be continued by the other partners with the legal representatives(s) of the deceased, insolvent and unsound partner until such time as other arrangements are made, upon the same terms and conditions as are embodied herein.

30. The retiring partner or legal representative(s) of deceased, insolvent or unsound partner shall be entitled to receive from the firm the amount standing to his credit as on date together with his share of profit or after deducting the share of losses, if any, till that date.







Such amount due to the retiring partner shall be paid by the other partners in instalments or in one lump sum within such time as may be mutually agreed upon.

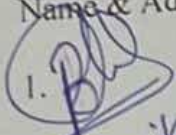
31. In respect of any dispute, which may be arising between the partners or the legal representative(s) of the deceased, insolvent or unsound partner, the disputes shall be referred to Arbitration Act for the time being in force. No partner shall be entitled to take any dispute to the court of law without first referring to Arbitration as mentioned supra.
32. In respect of matters which are not specifically traversed herein, the firm shall be bound by the provisions of Indian Partnership Act 1932, inclusive of all its amendments up to date.
33. The original DEED OF RETIREMENT AND RECONSTITUTION drawn on Rs.1000/- stamp- paper shall remain under the custody of the Managing Partner at the principal place of business and the other partners, Retiring partner have been handed over true copy of the same duly signed by all the parties.

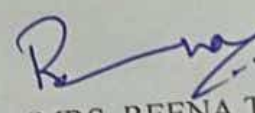
IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures to this DEED OF RETIREMENT & RECONSTITUTION on this 7th day of December 2020.

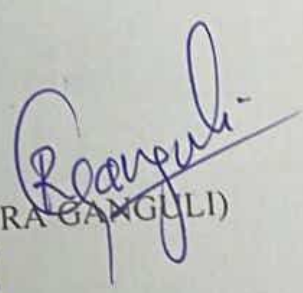
WITNESSES:

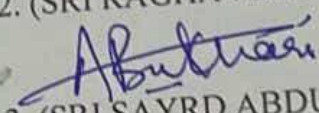
Signature

Name & Address.

1. 
2. Dharmika


1. (MRS. REENA T.B)


2. (SRI RAGHAVENDRA GANGULI)


3. (SRI.SAYRD ABDUL REHAMAN BHUKARI)