

THIS DEED OF PARTNERSHIP is made at Ahmedabad on the 01st day of July, 2019 between:

 Mr. Atulkumar Dharnidharbhai Patel, son of Dharnidharbhai Patel, aged 42 about years, at 'present residing at 15, Vrundavan Duplex Near Nirav Palace, Chandkheda, and Ahmedabad-382424. (hereinaster referred to as the Party of the First Part) of the First Part, and

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- Mr. Nitin Hareshbhai Makvana, son of Hareshbhai Makvana, aged 42 about years, at present residing at H-205, Second Floor, Kumkum Residency, B/h Satyamev Hospital, Chandkheda, and Ahmedabad-382424. (hereinafter referred to as the Party of the Second Part) of the Second Part, and
- Dr. Anish Harshadkumar Shah son of Harshadkumar Shah, aged about 44 years, at present residing at 24/A, Kirtimandir Society, Nr. Chandranagar, Paldi, Ahmedabad-380007 (hereinafter referred to as the Party of the Third Part) of the Third Part, and
- 4. Dr. Umang Chandulal Gandhi son of Chandulal Gandhi aged 44 about years, at present residing at 75, Iscon Greens Bungalows, Ghuma, Ahmedabad-380058. (hereinafter referred to as the Party of the Fourth Part) of the Fourth Part.

WITNESSETH THAT:

AFEREAS the Parties of the First Part, Second Part, Third Part and Fourth Part are surrying on the business of Pathology Laboratory in India in the name and style of M/S SUNRISE PATHOLOGY LABORATORY at 104, First Floor, Sun Heights, Sneh Plaza Road, Chandkheda, Pin- 382424, Ahmedabad, Gujarat, Inida.

AND WHEREAS the said parties of the First Part, Second Part, Third Part and Forth are desirous to reduce to writing the terms and conditions upon which they have agreed to carry on the said business in partnership.

NOW THEREFORE THIS DEED OF PARTNERSHIP executed on a stamp paper of Rs. 1000/- (bearing No 4891 dated 25-06-2019) do hereby witnesseth that the aforesaid partners do enter into and constitute a partnership under the name and style of "M/S SUNRISE PATHOLOGY LABORATORY" subject to the terms and conditions hereinafter detailed:

 The partnership business shall be carried on under the firm name and style of "M/S SUNRISE PATHOLOGY LABORATORY" and/or in such other name or names as may be mutually agreed upon from time to time.

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- 2. The partnership business shall be mainly to carry on the business of Pathology Laboratory in India.
- 3. The firm has commenced from 01-07-2019.
- 4. The partnership business shall be carried out at 104, First Floor, Sun Heights, Sneh Plaza Road, Chandkheda, Pin- 382424, Ahmedabad, Gujarat, India. and/or such other place or places as the parties hereto may mutually decide from time to time.
- 5. Proper and regular books of account of the business of the firm shall be kept. After providing for business expenses, net profit or loss shall be determined as at 31st March every year.
- 6. The net profit of the partnership business as per the accounts maintained by the partners after deduction of all expenses relating to business activities of the partnership including rent, salaries, royalty and other establishment expenses as well as interest and remuneration payable to the working partners in accordance with this clause of the Deed of Partnership shall be divided and distributed between the partners on the close of the accounting year in the following proportion:

	% Share in Profit
1) Mr. Atulkumar Dharnidharbhai Patel	30.00
2) Mr. Nitin Hareshbhai Makvana	30.00
3) Dr. Anish Harshadkumar Shah	20.00
4) Dr. Umang Chandulal Gandhi	20,00
	Total 100.00

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

7. (i) 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 and between the partners from time to time. Interest at the rate of 18 percent per annum or as may be prescribed under section 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 the account of the partners. Such interest shall

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

- (ii) However, in case of loss or lower income, rate of interest can be NIL or lower than 12 percent as may be agreed to by and between the partners from time to time.
- 8. Mr. Atulkumar Dharnidharbhai Patel, Mr. Nitin Hareshbhai Makvana, Dr. Anish Harshadkumar Shah and Dr. Umang Chandulal Gandhi being parties of the First, Second, Third and Fourth part have agreed to work in the partnership firm as working partners. It is hereby agreed that in consideration of the parties of the First, Second, Third and Fourth part working in the Partnership, they shall be entitled to remuneration as under:

i) The remuneration payable to each of the partners shall be calculated at percentage of the income for each accounting period in the following manner:

Particulars	Mr. Atulkumar Dharnidharbhai Patel	Mr. Nitin Hareshbhai Makvana	Dr. Anish Harshadkumar Shah	Dr. Umang Chandulal Gandhi
a. In case of loss or negative book profit.	30.00%	30.00%	20.00%	20.00%
b. In respect of book profit up to Rs.300000/-	30.00%	30.00%	20.00%	20.00%
c. In respect of Balance of book profit	30.00%	30.00%	20.00%	20.00%

For the purpose of above calculation, "Income" other than capital gain on (ii) long term capital assets shall be computed as defined in Explanation 3 to Section 40(b) of the Income-Tax Act, 1961 or any other applicable provision as may be in force for the Income-tax assessment of the partnership firm for the relevant accounting period.

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(iii) The above partners shall not be entitled to draw any remuneration in the accounting period in which the partnership firm has suffered loss on the basis of the "income" as computed under the provisions of the Income Tax Act 1961 referred to in (ii) above.

(iv) The remuneration payable to the above said partners shall be credited to their respective account at the close of accounting period when final accounts of the partnership are made up and the amount of remuneration shall fall due to them as determined in the above manner.

(v) The said partners shall be entitled to draw the above remuneration only after the end of the relevant accounting period. However, nothing herein contained shall preclude any of the said partners from withdrawing any amount from partnership firm against the amount standing to the capital and/or current or loan account or his share of profit for the relevant accounting year in such manner as may be decided by the partners by mutual consent.

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 may also agree to revise the model of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

9. The partnership bank accounts shall be opened in any Scheduled Bank or Banks as may be decided from time to time mutually by the parties hereto and the same shall be operated any two of three partners or as may be mutually decided.

10. Usual books of account shall be maintained by the firm and all the partners shall have access to the said books.

11. The partners shall be just and faithful to each other in all their dealings and transactions whatsoever during the course of the partnership and carry the same to the greatest advantage of the firm.

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- 12. No partner shall do any business of his/her own in competition of the firm or against the interest of the firm.
- 13. That every partner shall be an agent of the firm and can file, defend, compromise, suit and can do all such acts as may be required for the same, enter into agreement, sign, contracts, negotiable instruments, bills of exchange, make or receive payments whether in cash or in other manner and can do all such acts for and on behalf of the firm which may be required from time to time.
- 14. None of the parties hereto shall be entitled to raise any money or to incur any debts in the name of the partnership business without knowledge or consent of the other and each of the parties hereby agrees to indemnify the other in respect thereof or in all respects.
 - 5. It is hereby agreed by and between the parties hereto that each party shall satisfy his liabilities or debts if any, himself and the partnership assets shall not be liable for payment of such liabilities or debts and each party hereby indemnifies the other in the respect or in all respects.
- 16. That none of the partners shall without the written consent of the other partners sell, mortgage, assign or otherwise part with his share or interest in the partnership business or properly or knowingly or willfully act, commit or permit any act, whereby the partnership business is dislocated or distributed to the detriment of the other partners.
- 17. No partner shall do any act or thing whereby the assets or property of the firm may be prejudicially affected and become liable for any private debtor obligation. Besides the partner should not be a guarantor to anybody.
- 18. The partnership is a partnership "AT WILL". Any of the partners can retire at any time and in any manner with the consent of all. In the absence of any such consent, the retiring partner shall give at least three month's notice of his intention to retire. A balance sheet of all assets and liabilities after taking into consideration kasar on

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account of ughrani and stock-in-trade shall be drawn up. Profit or loss till the date of retirement shall be ascertained. The retiring partner shall be entitled to the share or profit or loss together with his capital only. No goodwill shall be paid to the retiring partner.

19. In the event of death or other legal incapacity of any partner, the remaining partners may continue the partnership firm and its business by inviting the legal heir of such deceased or incapable partner to become a full-fledged partner in the firm.

20. All the disputes and questions whatsoever which shall either during the continuance of the partnership or afterwards arise between the partners or their representative of other partners touching this Deed of the construction or application thereof or any clause or thing therein contained or any account, valuation or division or any division of assets, debts or liabilities to be made hereunder or to any other in any way relating to the partnership business or the affairs thereof or the rights, duties or liabilities of any person under this Deed shall be referred to a single arbitrator in case the parties agree upon one otherwise jointly by all parties to this dispute or different in accordance with and subject to the provisions of the Indian Arbitration Act, 1940, or any statutory modifications thereof for the time being in force. Such arbitration shall have summary powers and shall have right, power and authority towards damages and for specific performance and such reference to arbitration shall be conditions precedent to the obtaining of any relief in any court of law in respect of any such dispute or difference. The arbitrator or arbitrators so appointed as per the provisions of the Indian Arbitration Act, 1940 shall give their "AWARD OR AWARDS" to the disputes within six months from the date of appointment.

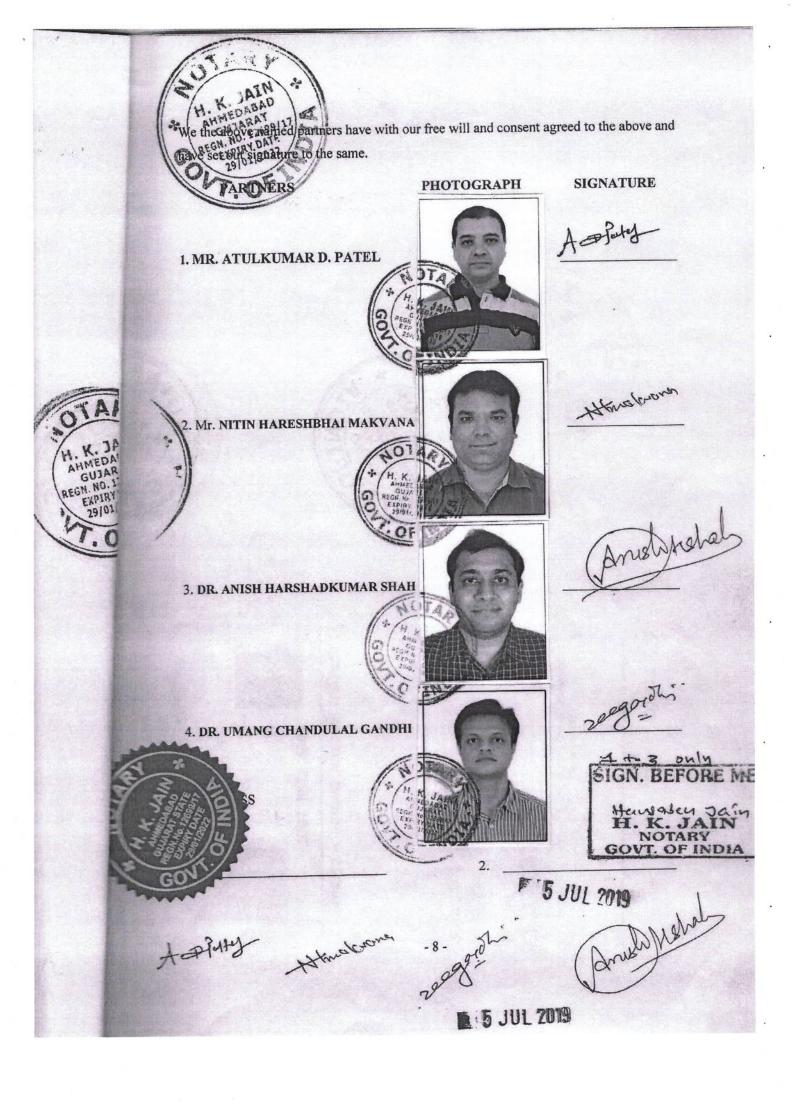
21. All the matters relating to the firm for which no specific provision is made in this Deed are to be decided by the mutual consent of all.

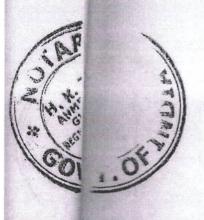
22. The firm shall be represented by any of the partners or their authorised representative before state or Central Government or local authorities for the Anshhelal working of the firm and its business.

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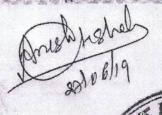


અનીશ હર્ષદકુમાર શાહ Anish Harshadkumar Shah DOB: 26-06-1975 Gender:Male



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आधार - आम आदमी का अधिकार







भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address: S/O ફર્ષદફુમાર જયંતીભાઈ શાઠ, ર૪/એ, ફ્રીતિ મંદિર કો. એપ. સીસાયટી,, નારાયણ નગર, અમદાવાદ સીટી, પાલડી, અમદાવાદ, અમદાવાદ સીટી, પાલડી, અમદાવાદ, ભજરાત, 380007 Ahmadabad, Gujarat, 380007



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Enrolment No.: 1316/55012/06102

umar Makwana areshbhai Makwana Kumkum Residency 2 Floor Meragana Highway

at - 382424



આધાર નંબર / Your Aadhaar No. :

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આધાર, મારી ઓળખ

सारत सरहार Government of India

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આધાર, મારી ઓળખ





સૂચના

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નિર્દે.
- 🛚 ઓળખાણનું પ્રમાણ ઑનલાઈન ઑથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો.
- આ ઈલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

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સરનામું : 5/0: દેશભાઈ મકવાણા, ઍચ/205 કુમકુમ રેસિક્ટની 2 ક્લોર, કલોલ મેઠેસાણા હોઈવ, બી/ઍચ સત્યમેવ શેરપતિયાલ, ચાંદખેડા, અમદાવાદ, અમદાવાદ, સુજરાત - 382424

Address: S/O: Hareshbhai Makwana, H/205 Kumkum Residency 2 Floor, Kalol Mehesana Highway, B/H Satyamev Hospital, chandkheda, Ahmedabad, Ahmedabad, Gujarat - 382424



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નામાંકન ક્રમ સંખ્યા/Enrolment No.: 1207/04133/27054

To

ผสูงสูนาง น่างในงานอง

Atulkumar Dhamidhar Patel

S/O Dharnidhar Prabhulal Patel

C/15 Vrundavan Duplex

Mehsana Ahmedabad Highway

Chandkheda

Opp. Nirav Palace

Ahmedabad

Gandhinagar Chandkheda

Gujarah 382424

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તમારો આધાર નંબર / Your Aadhaar No. :

4418 3212 4630 મારો આધાર, મારી ઓળખ



Government of India



અતુલકુમાર ધરણીધર પટેલ Atulkumar Dhamidhar Patel જન્મ તારીખ/ DOB: 23/03/1977 પુરુષ / MÁLE



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મારો આધાર, મારી ઓળખ







સૂચના

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નર્હિ.
- ઓળખાણનું પ્રમાણ ઑનલાઈન ઑંથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો.
- આ ઈલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

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સરનામું :

ક/૦ ધરણીધર પ્રભુલાલ પટેલ, છ/૧૫ વૃંદાવન ડુપ્લેક, મેઠસાણા અમદાવાદ હાઇવે, નીરવ પેલેસ સામે, ચાંદખેડા, અમદાવાદ, ગાંધીનગર,

ગુજરાત - 382424

Address:

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