



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 109499

DEED OF PARTNERSHIP

1) Susmita Set.
2) Siddhartha Sett

THIS DEED OF PARTNERSHIP is made this 29th day of June, Two Thousand and Fourteen by and between -

Smt. Susmita Set, wife of Sri Sandip Kumar Set, aged about 44 Years by religion Hindu, by occupation business, residing at P-41/22, Natabar Paul Road, Howrah-711105 hereinafter called and referred to as the Party of the **FIRST PART**;

AND

Sri Siddhartha Sett, son of Sri Sanjay Kumar Sett, aged about 27 Years by religion Hindu, by occupation business, residing at P-41/22, Natabar Paul Road, Howrah-711105 hereinafter called and referred to as the Party of the **SECOND PART**.

WHEREAS the Parties of the First and Second Parts have agreed to carry on the business of running a "Pathological Laboratory, Imaging, X-Ray and Others" under the trade name and style of "**DISHA**" at P-41/22, Natabar Paul Road, Howrah-711105

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For DISHA
Susmita Set.
Siddhartha Sett
Partner.

SALIL SINHA ROY
NOTARY, HOWRAH
REGD. NO. 9/94
GOVT OF W B

30 JUN 2014



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Dasha

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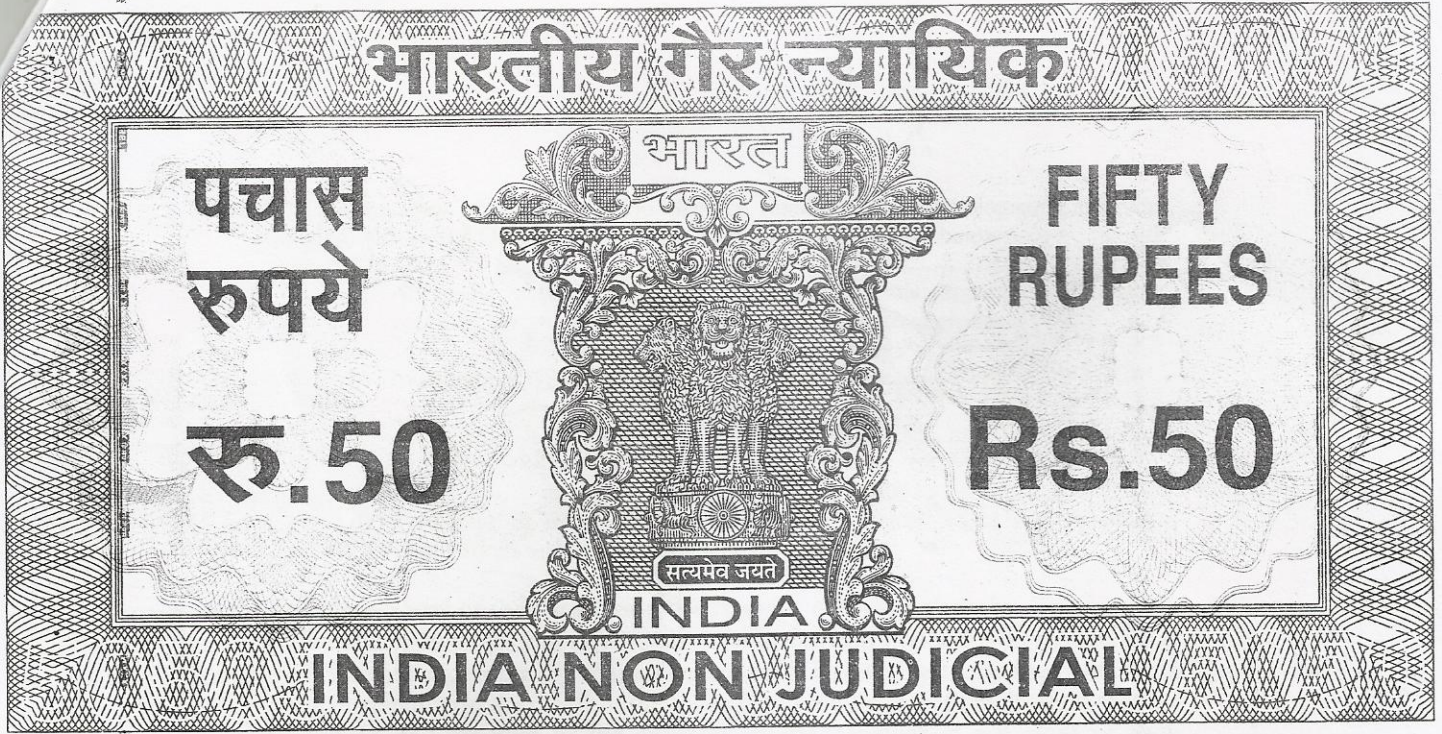


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FOR DASHA
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30 JUN 2014

SALIL SINGH ROY
NOTARY, HONKAR
REGD. NO. 191
GOVT OF PUNJAB



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Susmita Saha
Siddhantra Sett

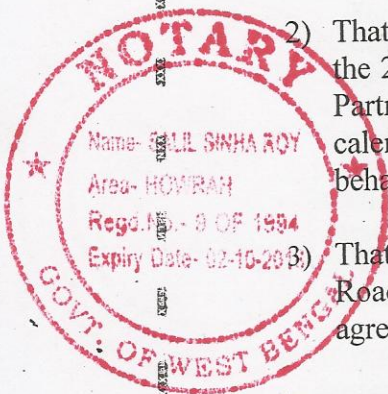
AND WHEREAS it has been mutually agreed that the terms and conditions of the Partnership between the Parties should be reduced to writing.

NOW THIS DEED WITNESSETH that Parties of the First and Second Parts hereto do hereby constitute the partnership and mutually agree with each other that they shall be and remain **Partners** on the terms and conditions hereinafter contained :

1) That the trade name of the Partnership business shall be "DISHA"

2) That the Partnership shall be deemed to have commenced with effect from the 29th Day of June, 2014 and the Parties hereto as from that date have become Partners and they shall continue as Partners terminable by any Party upon six calendar months' Notice in writing to the other Partner of his intention in that behalf ;

That the business of the Partnership shall be carried on at P-41/22, Natabar Paul Road, Howrah-711105 and / or at such other place or places as may be mutually agreed upon in writing at a meeting of the Partners.



For DISHA
Susmita Saha
Siddhantra Sett
Partner.

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SALIL SINHA ROY
NOTARY, HOWRAH
REGD. NO. 9/94
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Disha
Sharma
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TRUBODRA KEROG
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30 JUN 2014

NOTARY PUBLIC
REGD. NO. 314
BOYD TOWN

Susmita Set.
Siddhantha Sett

- 4) That the business of the Partnership shall be running of a "Pathological Laboratory, Imaging, X-Ray and Others" on the terms and conditions set forth below -
- a) All types of test, examination or analysis and the preparation of cultures, vaccines, serum or other biological or bacteriological products
 - b) Imaging like USG, ECHO, Color Doppler, CT Scan and MRI
 - c) All types of X-Ray and others like ECG, EEG, EMG and Scopy Procedures etc. and
 - d) Treatment of Patients at the Clinic in emergency cases for the sake of observations and treatment under Day Care basis.
- 5) That the Capital of the Partnership shall consist of such sum to be contributed in such manner as may from time to time be determined by the Partners. Interest at such rate not exceeding @12% per annum shall be payable to the Partners on the amount standing to the credit of the account of each Partner. Such interest shall be calculated and credited to the accounts of each Partner at the close of each accounting year.
- 6) Until otherwise determined, the Parties of the First and Second Parts have agreed to actively engage in conducting the affairs of the business of the Partnership and remain as **Working Partners** and shall be entitled to remunerations. The remunerations payable to the Partners shall be the maximum amount computed in the manner laid down in the Income Tax Act or any other applicable provision as may be in force in the Income Tax Assessment of the Firm for the relevant accounting year. Such remuneration shall be distributed between the partners in the following manner :
- (a) The Party of the First Part ... 50%
 - (b) The Party of the Second Part ... 50%

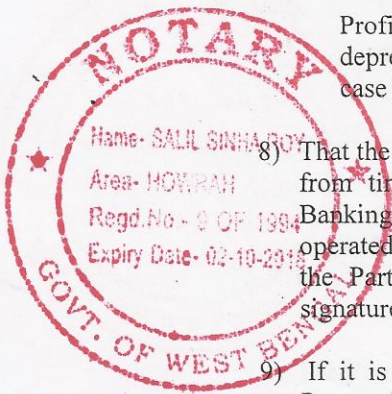
The remunerations payable to the Partners shall be credited to their accounts at the close of the accounting period when final accounts of the Partnership are made up and the amount of remuneration shall fall due to them as determined in the above manner.

- 7) That the share of the Partners in the Firm shall be as under :
- (a) The Party of the First Part ... 50%
 - (b) The Party of the Second Part ... 50%

Profit or Loss of the Partnership after deducting all costs, charges, interest, depreciation and Partners' remunerations shall be divided or borne by, as the case may be, amongst the Partners in the above proportion.

- 8) That the Banker and/or Bankers of the Partnership shall be such Bank or Banks as from time to time the Parties shall determine. Unless otherwise agreed the Banking Account or Accounts in the name of the Partnership Firm shall be operated under the signatures of both the Parties. But in the event of death of any the Parties, the Banking Account or Accounts shall be operated under the signature of the other Party till the Firm is re-constituted

- 9) If it is required to take loan for the efficient and beneficial working of the Partnership Firm, a Cash Credit / Overdraft be arranged with such bank as shall from time to time be agreed upon by all the Parties.



For DISHA
Susmita Set.
Siddhantha Sett
Partner.

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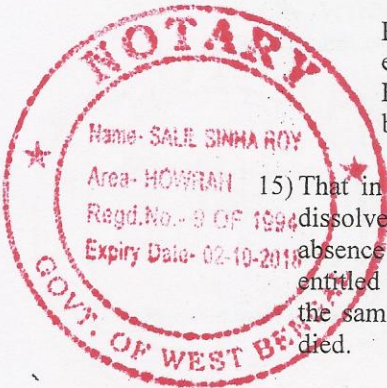
Susmita Set.
Siddhartha Set.

- 10) That all necessary and proper books of account shall be kept properly posted up and shall not be removed from the place of business without the consent of the Partners. Each Partner shall have free access to them at all reasonable times and shall be at liberty to make such extract there from as he may think fit.
- 11) That on the 31st March in each year during the continuance of the Partnership an account shall be taken of all the Capital, Assets and Liabilities for the time being of the Partnership and a Balance Sheet and Profit & Loss Account shall be prepared and a copy thereof shall be furnished to each of the Partners who shall be bound thereby unless some manifest error is discovered within one month, in which case such error shall be rectified immediately.
- 12) After the preparation of the said Balance Sheet and Profit & Loss Account, the Net Profit, if any, shown by such account shall be divided amongst the Partners in the proportion hereinbefore mentioned. A Partner may be allowed to draw in the meantime for his personal expenses such sum or sums of money against his share as may be agreed to by the other from time to time, but the same shall be adjustable at the close of the year.
- 13) All the Parties shall work for the greatest common good of the Partnership and shall not act in a manner harmful or detrimental to the best interest of the concern. Each Partner shall be just and faithful to the other and at all times give to the other full information and truthful explanations of all matters relating to the affairs of the Partnership and offer every assistance in his/her power in carrying on the business for their mutual advantage.
- 14) No Partner shall except with the consent in writing of the other partner :
 - i. either directly or indirectly engage or be concerned in or interested in any such business as may be repugnant or detrimental to the interest of the Partnership;
 - ii. in any way paw, pledge or assign his/her interest or any part thereof in the Partnership;
 - iii. do or suffer any thing whereby the Partnership business may be endangered;
 - iv. assign or charge his/her share in the assets or profits of the Partnership;
 - v. dispose of or buy, pledge, sell or otherwise part with any part of the Partnership profit; and
 - vi. raise any loan for the Partnership.

Provided always that no loan shall be binding on the firm unless it is entered in the Partnership books and has been utilized for its purposes. Further no personal loan or liability of any Partner shall be binding on the business of the firm.

- 15) That in the case of death of any of the Partners hereof the Firm shall not be dissolved. In case of death of any of the Parties his wife / husband and in the absence of wife / husband his son and in the absence of son his daughter shall be entitled to step into the shoes of the deceased Partner's share including Capital on the same terms and conditions as would have been applicable as if he had not died.

- 16) The Partners may alter, amend, modify or insert such terms and conditions either in writing or by conduct by mutual consent of the Partners themselves.



For DISHA
Susmita Set.
Siddhartha Sett
Partner

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SALIL SINHA ROY
NOTARY, HOWRAH
REGD. NO. 9/94
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17) In settling the accounts of the Firm after dissolution of the Partnership, the following rules shall, subject to agreement by the Partners, be observed -

- (a) Losses, including deficiencies of capital shall be paid first out of profits, next out of capital, and lastly, if necessary, by the partners individually in the proportions in which they were entitled to share profits;
- (b) The assets of the firm, including any sums contributed by partners to make up deficiencies of capital, shall be applied in the following manner and order -
 - (i) in paying debts of the firm to third parties;
 - (ii) in paying to each partner rateably what is due to him/her from the firm for advances as distinguished from capital ;
 - (iii) in paying to each partner rateably what is due to him/her on account of capital; and
 - (iv) the residue, if any, shall be divided among the partners in the proportion in which they were entitled to share profits.

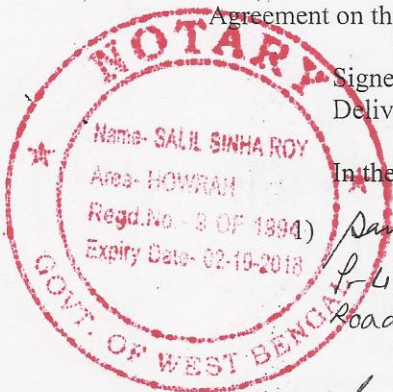
18) Whenever any difference or dispute shall arise between the Parties hereto touching these presents or anything herein contained or the operation hereof or any of their respective rights, duties or liabilities hereunder, the matter in difference or dispute shall be referred to one Arbitrator, if the Parties can agree upon one or Two Arbitrators, one to be nominated by each Party in difference or to an Umpire to be nominated by such Arbitrators before proceeding with the reference. The decision of such Arbitrator, Arbitrators or Umpire shall be final and binding on the Parties.

19) That leave may be granted to a partner for study or any reasonable purpose up to a limit of two years. Extra Staff will be employed by the other Partner in place of the Partner on leave. Salary and other expenses to be paid to the staff shall be recovered from the Partner on leave.

20) In all other respects save as hereinbefore provided, the Partnership shall be governed by and regulated under the Provisions of the Indian Partnership Act.

21) That the Partners may mutually take decision on any other points not provided in this Deed by a meeting from time to time.

IN WITNESS WHEREOF the Parties aforesaid have set their respective hands to this Agreement on the day, month and year first above written.



Signed, Sealed and
Delivered at Howrah -

In the presence of :

Pandip Kumar PL
P-41/22, Natabar Paul
Road, Howrah- 71105

2) *Sanjay Kumar Sett*
P-41/22, Natabar Paul
Road, Howrah- 71105

✓ *Susmita Set.*

(Smt. Susmita Set)
PARTY OF THE FIRST PART

✓ *Siddhartha Sett*
(Sri Siddhartha Sett)
PARTY OF THE SECOND PART

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SALIL SINHA ROY
NOTARY, HOWRAH
REGD. NO. 9/94
GOVT OF W B.

30 JUN 2014

FOR DISHA
Susmita Set.
Siddhartha Sett
Partner.