

#### सत्यमेव जयते

Certificate No. IN-DL02249991800725Q

Certificate Issued Date 12-Nov-2018 06:03 PM

Account Reference IMPACC (IV)/ dl709603/ DELHI/ DL-DLH Unique Doc. Reference SUBIN-DLDL70960309563439919650Q

Purchased by ORIGYN PATH LABS Description of Document Article 46 Partnership

Property Description Not Applicable

Consideration Price (Rs.) (Zero)

First Party **ORIGYN PATH LABS** 

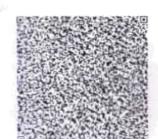
Second Party Not Applicable

Stamp Duty Paid By **ORIGYN PATH LABS** 

200 Stamp Duty Amount(Rs.) (Two Hundred only)

e-Stamp









E-Stamping Certificate No.IN-DL02249991800725Q Dated 12.11.2018.

#### PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS MADE ON THIS 27th DAY OF NOVEMBER, 2018.

#### BETWEEN

Mr. Fiyazur Rahman son of Mr. Atiur Rahman residential of E-125, 2<sup>nd</sup> Floor, Back Side, Shaheen Bagh, Abul Fazal Enclave Part-2, Jamia Nagar, New Delhi-110025, (HEREINAFTER CALLED THE PARTY OF THE FIRST PART).

#### AND

Mr. Shek Lal Mohammad son of Mr. Shek Jaleel resident of Village Rangpura, Purnia, Bihar-854304, (HEREINAFTER CALLED THE PARTY OF THE SECOND PART).

Whereas all the above said parties are interested to carry on the business of "Clinical Pathological testing laboratories, X-Ray, ECG and Child Welfare and Family Planning Centres" under the partnership in the name and style of "ORIGYN PATH LABS" having its registered office at Flat No. 401, 4th Floor, HB Twin Tower II, Netaji Subhash Place, Wazirpur District Centre, Pitampura, New Delhi-110034, For the sake of future reference they have decided to enter into partnership on the following terms and conditions:

## NOW THIS PARTNERSHIP DEED WITNESSES AS UNDER:

### 1. COMMENCEMENT OF DEED

That the date of commencement of partnership firm shall be the 11th of December, 2017.

### NAME OF THE FIRM

That the name and style of partnership firm shall be: " M/s Origyn Path Labs" or such other name or names as mutually decided by the partners from time to time.

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Md. Flyezu Rahman

## 8. REMUNERATIONS TO PARTNERS

The total remuneration payable to the working partners shall be worked out as under:

In case of losses or book profit Upto Rs. 3,00,000/- for the year.

Rs. 1,50,000/- or 90% of book profit whichever is higher

On the book profit exceeding Rs. 3,00,000/- for the year.

60% of the excess over 3,00,000/-

All of the partners are working partners and entitled to a amount under the slab of Rs. 25000-30000-50000 p.m. or any sum during the year as mutually decided among the partners from time to time against the remuneration payable to them from the partnership firm.

If the total withdrawals of the partners during the year exceeds the amount of remuneration such exceeds amount shall be refunded by them to the firm, within three months from the date of finalization of accounts or will be adjusted against the partners capital, current or loan accounts.

The partners shall also be entitled to draw minimum remuneration in the accounting year in which the partnership firm has made inadequate profits or suffered losses

## 9. PROFIT SHARING RATIO

That the net profit of the partnership firm after allowing interest, salary, bonus, commission or remuneration, by whatever name called shall be divided among the partners after setting off all the brought forward losses, in the following profit sharing ratios:

i) Party of the First part. 95.00 %
ii) Party of the Second Part 5.00 %
100.00 %

If losses if any including loss of capital suffered during any year although apportion le among the partners in the above profit sharing ratios but will not be set off only in the hands of the firm the Income Tax purposes will not be divided among the partners, till the partnership will continue.

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Md. Fiyazur Rahman

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The total remuneration payable to the working partners shall be worked out as under:

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Md. Fiyazur Rahman

#### 3. REGISTERED OFFICE

That the Registered office of the firm shall be situated at Flat No. 401, 4th Floor, HB Twin Tower II, Netaji Subhash Place, Wazirpur District Centre, Pitampura, New Delhi-110034, or such other place or places as mutually decided by the partners from time to time.

#### 4. MAIN OBJECTS

That the main object of the firm is to carry on the business of "Clinical Pathological testing laboratories, X-Ray and ECG and Child Welfare and Family Planning Centres". The firm can also start any other business or businesses with mutual consent of the partners.

#### 5. INITIALS CAPITAL

That the initial capital of the firm will be mutually decided by the partners. It can be changed/altered at any time with mutual consent of the partners hereto.

#### 6. RATE OF INTEREST

That the partners will be entitled to get simple interest @ 12% p.a. or such other rate, prescribed under section 40(b) of the Income Tax Act, from time to time on all the credit balances standing in their capital, current and loan accounts with the partnership firm and/on additions made by them in these accounts during the year. However, they will also pay simple interest @ 12% p.a. to the firm if the capital account is overdrawn any time during the year.

#### 7. ATTENTION OF BUSINESS

That is agreed by and between the parties hereto that all the partners shall devote their time and attention in the conduct of the affaires of the firm, as the circumstances and business needs may requires.

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### **INDIAN PARTNERSHIP ACT**

That in case of this is silent on any of the provisions of the partnership, the provisions of the Indian partnership Act, 1932 will be applicable.

### ARBITRATION ACT

That if during the continuation of this partnership or any time afterwards any dispute, difference or questions arise among the above parties or any of them or their legal representatives touching the partnership or the account of transaction thereof or in the dissolution or winding up thereof or this representatives or anything herein contained or rights or liabilities of the partners or their representatives under these persons then every such dispute difference or question shall be referred to Arbitrator as appointed mutually by the partners and no party shall straightway rush to the courts of law.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS PARTNERSHIP DEED ON THE DATE HEREINBEFORE MENTIONED:-

WITNESSES: SIRWULL

Serajul Madall Sta yasin Madal Pl. E-125'S. F. Shaheen Bogh Jomia Nagar okhla, N.O. Ano. 282560990781

MJ. FIYGZU Rahman FIRST PARTY/PARTNER

oh Blim Singh Plangle Dolhi Park Mangle Dolhi Ano 865087791949

#### 10. FINANCIAL YEAR

That the financial year of the partnership firm shall be 31st March every year and The first financial closing of the partnership firm shall be held on 31st March, 2018.

### 11. BOOKS OF ACCOUNT

That the proper books account in the regular course of business shall be maintained by the firm annually and the balance sheet and profit & loss account shall be prepared. The partners shall sign these accounts in token of their acceptance as true and fair.

## 12. RETIREMENT/DEATH OF PARTNER

That in case of reconstitution, retirement or the death of any of the partner, the relatable share of loss to any outgoing partners as per the profit sharing ratios, will be transferred to his/her capital accounts.

## 13. DURATION OF DEED

That the duration of the partnership shall be "AT WILL" and any of the partners(s) can retire from the partnership firm at one month's notice in writing to the other partner.

## 14. OPERATION OF BANK ACCOUNT

That the bank account in the name of the firm shall be opened in any scheduled or nationalized bank and banks and account shall be operated as mutually decided.

## 15. MODIFICATION IN DEED

The partners shall be entitled to modify the above terms relating to remuneration, interest etc. payable to the partners, by executing a supplementary deed of partnership and the same shall form a part of this Deed of Partnership.

## ASSIGN/MORTGAGE OF SHARE

That no partners shall without the written consent of other partner shall assign or mortgage his/her share of interest in the partnership firm to any other outside person.

# 17. CONSENT OF OTHERS PARTNERS

That no partners shall without the consent of others partners draw/accept or sign any bill of exchange, promissory note or contract, any debt on account of the partnership or employee any of the money or effects thereto or in any other manner pledge the credit thereof except in the regular and natural course of business.

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-Mt. Flyezur Rehman

Reg. No.

Reg. Year

Book No.

1749

2018-2019



Ist Party



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Ist Party

ORIGYN PATH LABS THROUGH ITS FIYAZUR RAHMAN, SHEK LAL MOHAMMAD

IInd Party

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Witness

SERAJUL NADAPH, KAMAL SA

Certificate (Section 60)

Registration No.1,749

in Book No.4 Vol No 1,235

on page 113 to 118 on this date

01/12/2018 5:26:11PM

and left thumb impressions has/have been taken in my presence.

day Saturday

Date 01/12/2018 17:51:08





Sub Registrar Sub Registrar VI A New Delhi/Delhi