



AT नंबर: 287 श. 00
तारीख 11/4 2015 AM 027204
नाम: 21/B पार्थ अपार्टमेंट नैर सुविधा शॉपिंग सेंटर
डेटाशुं: 287 श. 00
डॉ. आर. पाटीया
स. नं. अस.पी. 288, 289/1999
अहमदाबाद नारणपुराणा सखंदी
सेनारनी सखी Patel

PARTNERSHIP DEED
M/S SHILP PATHOLOGY LABORATORY
(Amendment Deed)

THIS DEED OF PARTNERSHIP made and executed at Ahmedabad on this 1st Day of April of I the Year Two Thousand Fifteen.

BY AND BETWEEN:

1. Dr. Pratik Maheshbhai Shah, aged 39 , Hindu, Occupation – Business, residing at 21/B, Parth Apartment, Near Suvidha Shopping Centre, Paldi, Ahmedabad-380007., hereinafter referred to as "Party of the First Part".
2. Dr. Rajeshkumar Somabhai Patel, aged 37 , Hindu, Occupation- Business, residing at F/201, Arjun Green, Behind Neelkanth Mahadev, Naranpura, Ahmedabad-380013 hereinafter referred to as "Party of the Second Part".

Serial No. 6-6125/2015

H.N. PARMAR
NOTARY
GOVT. OF INDIA

- 7 SEP 2015

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गुजरात गुजरात GUJARAT



नं. 240 अ. 900

AM 027205

तारीख 1/12/2014

नाम: डॉ. धवलकुमार अमरुतल पटेल

ठेका: डॉ. अमरुतल पटेल

डॉ. आर. पाटील

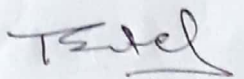
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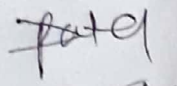
अमदावाद नारणपुराणा संपादी

वेनारणी राठी

3. Dr. Dhavalkumar Amrutlal Patel, aged 35 Hindu, Occupation – business, residing at E/5, Jayant Park, Adinathnagar, Memnagar, Ahmedabad-380052 hereinafter referred to as "Party of the Third part".
4. Dr. Rupesh Bhogilal Patel, aged 35 Occupation – Business, residing at E/903, Behind D'Mart, Savvy Solaris, Motera, Ahmedabad-380005 hereinafter referred to as "Party of the Fourth Part".
5. Dr. Amitkumar Rayachandbhai Patel, aged 35 , Hindu, Occupation- Business, residing at 11/A, Ashapuri Society-1, Ghodasar, Ahmedabad-380050 hereinafter referred to as "Party of the Fifth Part".

(All these expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, assigns, legal representatives, nominees, executor and successors).


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WHEREAS parties hereto of the Second to Fifth parts have agreed to started and carried on the business of pathology laboratory and other services from time to time in partnership under the name and style of **"M/S. SHILP PATHOLOGY LABORATORY"** at 10, Sumanglam Complex, Near State Bank of India, Vyas Vadi, Nava Vadaj, Ahmedabad-380013. w.e.f 27th July,2007.on the certain terms and condition agreed among themselves.

WHEREAS Parties here to of the Second to Fifth parts had stated and carrying on the business of pathology laboratory Since 27th July,2007 along with Dr. Pallav Manubhai Shah, than after enter new partner Dr. Pratik Maheshbhai Shah, w.e.f.1st Novmber,2007.After that one of the partner Dr. Pallav Manubhai Shah was retired w.e.f. 31st May,2011 and now above mentioned five partners carrying business.

AND whereas the parties hereto have desired to put into writing the said terms and conditions already agreed upon between them to avoid any future dispute or misunderstanding that may arise among them.

NOW THIS INDENTURE WITNESSETH AND it is hereby agreed by and between the parties as follows:

1. NAME:

The business of thePartnership shall be carried on under the firm name and style of **"M/S SHILP PATHOLOGY LABORATORY"**.The said name can be changed and/or altered with the mutual consent of all thepartners.

2. COMMENCEMENT:

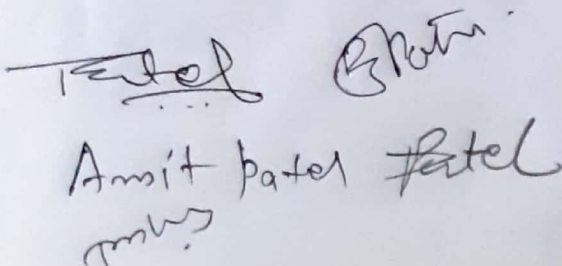
The business of the Partnership shall be deemed to have commenced on and from27.07.2007.

3. PLACE OF BUSINESS:

When Firm was incorporated The principal place of business wasat10, Sumanglam Complex, Near State Bank of India, VyasVadi, Nava Vadaj, Ahmedabad-380013 w.e.f 1st April 2015 Partners have been decided with mutually understanding that firm has been changed Place of business from 10, Sumanglam Complex, Near State Bank of India, VyasVadi, Nava Vadaj, Ahmedabad-380013 to **SF/9,10, Shree Ratna Complex, Krishna Nagar, Near Akhbar Nagar Circle, Nava Vadaj, Ahmedabad-380013** or at any otherplace or places as the parties hereto may decide from time to time, unanimously agreed upon.

4. NATURE OF BUSINESS:

The principal business of the Partnership firm shall be that of Pathology Laboratory and other allied services. Any other business, if desirous to be carried on, the same can be carried on, with mutual consent of all the partners.


Amit Patel Patel
Pratik

5. DURATION:

The business and the existence of the Partnership firm shall be till the existence and mutual understanding of five partner's i.e. duration of the firm shall be "AT WILL".

6. CAPITAL:

The Partnership shall have to bring capital in the Firm as may be decided by all the Partners from time to time.

7. FUNDS:

Further funds necessary for the business of Partnership shall be procured from outside or from either in the name of all or any of the parties hereto as may be mutually agreed upon. Funds procured from the business of the Partnership may be credited in the name of lenders directly in the books of the Partnership .The Partnership is expressly authorized to make borrowing even before the contributed the Partners if it is so agreed upon by the parties hereto.

8. INTEREST ON CAPITAL:

The Partnership may pay interest on the capital invested by THE Partners at such a rate as may be agreed from time to time notwithstanding the fact that the firm may have incurred losses in any particulars years, such interest shall be treated as working expenses of the Partnership before the profits thereof are ascertained and credited to the accounts of the Partners before the profits are divided. It is agreed by and amongst the parties hereto that simple interest at the rate of 12% per annum shall be payable irrespective of profit or loss of the on the amount standing to the credit of the capital, current, loan or other accounts of the Partners. If there is any debit balance in the accounts of any partner, interest at the rate of 12% shall be charged by the firm. The Partners shall be at liberty to increase or reduce the above rate of interest from time to time.



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9. REMUNERATION TO THE PARTNERS:

The Party hereto of FIRST PART to FIFTHPART has agreed to devote their time and attention to the business of the Partnership and act as Working Partners. It is hereby agree that, in consideration of the services rendered; they shall be entitled to yearly remuneration in the manner laid down section 40(b) of the income tax act, 1961.Explanation: For the purpose of this clause, the expression "Book Profit" shall mean the "Book Profit "as Defined in Section 40(b) of the income tax act, 1961 or any statutory modification or re Enactment thereof for the time being in force.

The yearly remuneration payable to the partners as above shall accrue and be credited to their account at the close of the accounting period when final accents of the partnership are made-up.

10. SHARE IN PROFLT & LOSS:

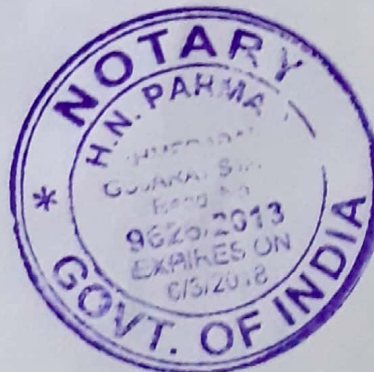
The Partners shall be entitled to the net profits of the said business including capital increase and capital assertion and be liable for losses including losses of a capital nature or capital decrease in the shares and the same shall be divided between the partners after the settlement of annual accounts in each year in the following proportions.

| Sr. No | Name of the Partners | Share in profit/loss |
|--------|-----------------------------------|----------------------|
| 1 | Dr. Pratik Maheshbhai Shah | 20% |
| 2 | Dr. Rajeshkumar Somabhai Patel | 20% |
| 3 | Dr. Dhavalkumar Amrutlal Patel | 20% |
| 4 | Dr. Rupesh Bhogilal Patel | 20% |
| 5 | Dr. Amitkumar Rayachandbhai Patel | 20% |
| | TOTAL | 100% |

Provided however that the parties may decide to alter or amend this Terms and Conditions by a written agreement.

[Signature]
Ansit patel

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Patel



11. ACCOUNTING YEAR:

The accounting year of the Partnership business shall be commenced from 1 April and end on 31 March every year. The current accounting year of the firm shall commence.

12. BOOKS OF ACCOUNTS:

Proper books of accounts giving true and fair view of the partnership business shall be kept properly posted and such books shall be available for inspection by each of the partners and/or his/her/their agents/or Power of Attorney holder/holders at all times. Such books of Accounts shall be generally kept at the place of the business of the Partnership firm.

13. GOODWILL:

The goodwill, if any, of the business shall belong exclusively to the partnership firm and that any partner or the heirs of any partner shall not have any individual rights on the said goodwill.

For the removal of doubt and other provisions and acts, it is hereby agreed by the partners that no retiring or deceased partners shall have any right, or title or claim of goodwill of the firm.

14. ADMINISTRATIVE ARRANGEMENT:

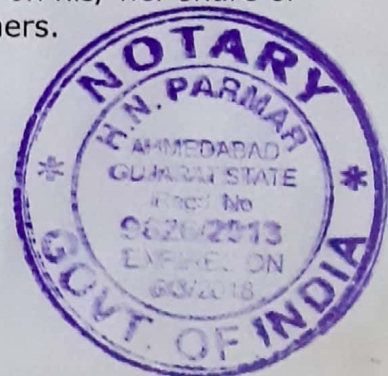
- A) Each partner shall be just and faithful to the other partners in all transactions relating to the business of the Partnership and shall give a true accounts of the same to him/her when and so after as the same shall be reasonably required and shall upon every reasonable request inform the other partners or his/her attorney if appointed, of all letters, accounts, writing, correspondences and other things which shall come into his/her hand or knowledge concerning the business of the Partnership.
- B) Any one partner can represent the firm and or and behalf of the said firm and for and on behalf of the all remaining partner. Any partner shall have authority To represent for and on behalf of the firm and partner in the matter of Excise, Customs, Octroi, VAT, income tax, Service tax and before any Government and Semi-government, Panchayat or Municipal Authority. Any partner can enter in an agreement in the matter-referred hereinabove.

15. ASSIGNMENT:

Any partner of the said firm shall have no right to transfer and/or assign his /her share or interest in the said firm to any other person by way of sale, gift or mortgage. The said firm shall have no right to create charge on his/ her share or interest in the said firm without prior consent of all the partners.

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16. RESTRICTIONS:

None partner shall without the consent of the other partner will:

- A) Indulge in any speculation business.
- B) Create any pledge, mortgage, hypothecation, charge, lien or any sort of encumbrance on the assets of the partnership.
- C) Borrow or lend money on behalf of/or any in the name of the partnership except in the ordinary course of business.
- D) Enter into any bond or furnish security for any person or knowingly cause or suffer to be done in any manner whereby the partnership interest may be endangered or harmed.
- E) Mortgage or charge his/her share in the property or profits of the firm.
- F) Draw, accept or endorse any bills of exchange or promissory notes on accounts of the firm except in the ordinary course of business of partnership.
- G) Settle, compromise, give up or refer to the arbitration any disputes, claims, demands or suit by or against the partnership.
- H) Institute any proceedings in any court of law of the name of or on behalf of the partnership. If any party commits any breach of any of the foregoing stipulations, he/ she shall be indemnifying other partners from all losses and expenses on account thereof.

17. BANK ACCOUNTS:

Current, saving, loan or fixed deposit accounts, of the said firm can be opened with any bank, the overdraft facilities and loan facility can be availed from any bank, the said account can be operated with the signature of any two partners.

18. RETIREMENT:

Any partner may retire from partnership by giving to other partner or partners at least **thirty days** notice in writing of his/her intention to retire from the partnership. Upon expiry of the period of such notice, the partners giving such notice shall be deemed to have retired from the partnership. On the retirement he shall be paid amount lying with his capital account, after adjustment of profit and loss account to the date of retirement. The retirement, death, insolvency or cessation of any partner/s shall not dissolve the partnership notwithstanding anything contains in the contrary but partnership shall continue with other partners.

19. DEATH :

On death of a partner during the continuance of the partnership, the firm will be continued by the remaining partners. On the death he shall be paid amount lying with his capital account, after adjustment of profit and loss account to the date of death. If any amount payable will be pay to his wife or Child(EorS).

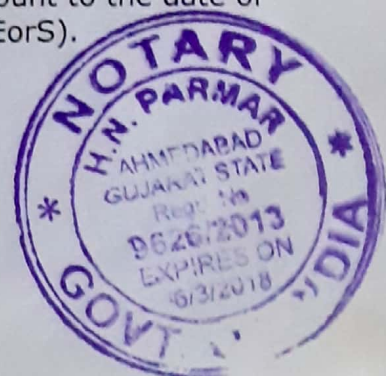
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20. PERSONAL DEBTS AND LIABILITIES :

The Partnership Firm and partners shall not be responsible in any manner for the personal debts and liabilities of the parties hereto and each of the parties hereto agrees to keep the partnership assets indemnified from the said.

21. WORKING :

Partners of this partnership shall work jointly, diligently and honestly for the best benefit of the partnership. However, partners may give anyone partner in his/ her individual capacity as a partner of the firm the power of attorney to deal with Government and Semi- government departments, Courts, Legal Actions, Revision Applications, Appeals, Affidavits etc.

22. DRAWINGS :

The partners shall have such drawings from the firm as agreed upon by them from time to time.

23. ARBITRATION :

If during the continuance of the partnership or at any time afterwards any dispute or difference or question shall arise between partners or any of them or any of their representatives relating to the partnership or accounts of transactions thereof the dissolution or winding up thereof of the construction or meaning, or the rights and liabilities of the partners or their representatives under this deed or otherwise any relations to the premises then every such dispute, difference or question shall be referred to a sole Arbitrator if agreed upon one or to the Arbitrators appointed by the parties to the dispute and such Arbitrators may if necessary appoint an Umpire pursuant to the Arbitration and Conciliation Act, 1940, or any statutory amendment or modification or reenactment thereof for the time being in force and the decision of such Arbitrator/Arbitrators or their Umpire shall be final and binding on parties of the dispute.

24. MODIFICATION OF TERMS :

The partners shall be entitled to modify the above terms by executing a supplementary deed and any such deed when executed shall have effect from the day fixed by the partners and the same shall form part of this deed of partnership.

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Amit patel

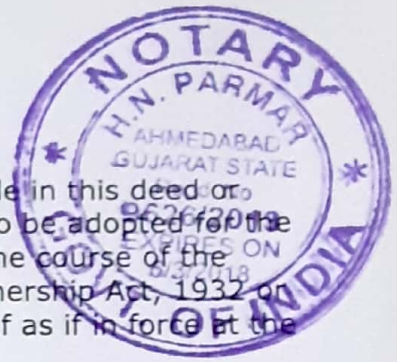
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25. APPLICATION OF INDIAN PARTNERSHIP ACT, 1932 :



If any question may arise for which no provision has been made in this deed or partnership and if the partners do not agree upon the course to be adopted for the conduct of the business or for any of the questions arising in the course of the partnership business unless otherwise agreed, the Indian Partnership Act, 1932 or any statutory amendment, modification or reenactment thereof as if in force at the time when such question arise shall apply.

IN WITNESS WHEREOF the parties hereto have put their respective signature on the day and year hereinabove mentioned in presence of witness:

SIGNED AND DELIVERED BY THE WITHIN NAMED :

1. [Signature]
(Dr. Pratik Maheshbhai Shah)



2. [Signature]
(Dr. Rajeshkumar Somabhai Patel)



3. [Signature]
(Dr. Dhavalkumar Amrutlal Patel)



4. [Signature]
(Dr. Rupesh Bhogilal Patel)



5. [Signature]
(Dr. Amitkumar Rayachandbhai Patel)



WITNESSES:

1. [Signature]

2. [Signature]

3. [Signature]

4. [Signature]

5. T.R. Patel

SIGNED BEFORE ME

[Signature]
H. N. PARMAR
NOTARY
GOVT. OF INDIA
7 SEP 2015

IDENTIFIED BY ME

[Signature]
GIRISH K. PATEL (ADVOCATE)
Add. : 1, 2, Sumangian Complex,
Near CBI Bank, New Vadaj, A'bad-13
REGD. NO. G-2733/2000

