



தமிழ்நாடு தமில்நாடு TAMILNADU 6754 / 11.2.15

ANNAI DIAGNOSTICS - MADURAI

AK 648114
T.V. ANNAMALAI GOUNDER,
SV 3385/96 GINGEE
TAMILNADU

PARTNERSHIP DEED

This Deed of partnership made this 24th day of March, Two Thousand Fifteen between and amongst:

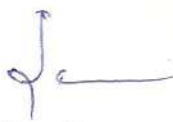
Mr. M. Saravanan, S/o AR Moorthy, who is residing at B11 Vasudhara Apartments, T.P.K. Road, Andalpuram, Madurai 625 003 hereinafter called as the party of the FIRST PART;

Mrs. S. Iswarya, W/o M. Saravanan, who is residing at B11 Vasudhara Apartments, T.P.K. Road, Andalpuram, Madurai 625 003 hereinafter called as the party of the SECOND PART;

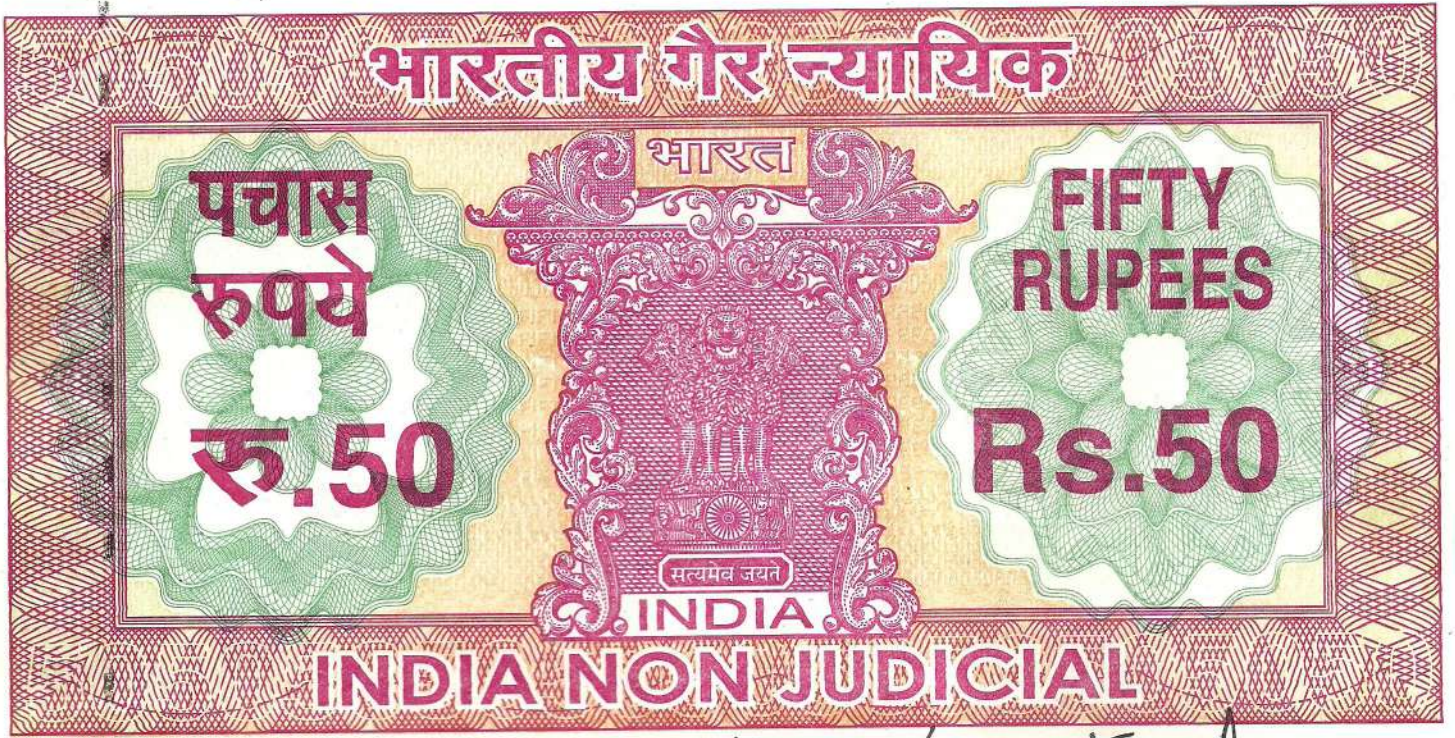
And these expressions shall include the legal heirs, agents, assignees and representative of respective parts.

WHEREAS -

All of the respective parts have mutually decided to enter the partnership and carry on the business under the following terms & conditions.


First Part


Second Part



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NOW THIS DEED WITNESSES AS FOLLOWS

1. NAME:

That the business of the partnership firm shall be carried on under the same name and style of M/S Annai Diagnostics and/or in such other name or names as may be mutually agreed upon by the partners between themselves from time to time.

2. ADDRESS:

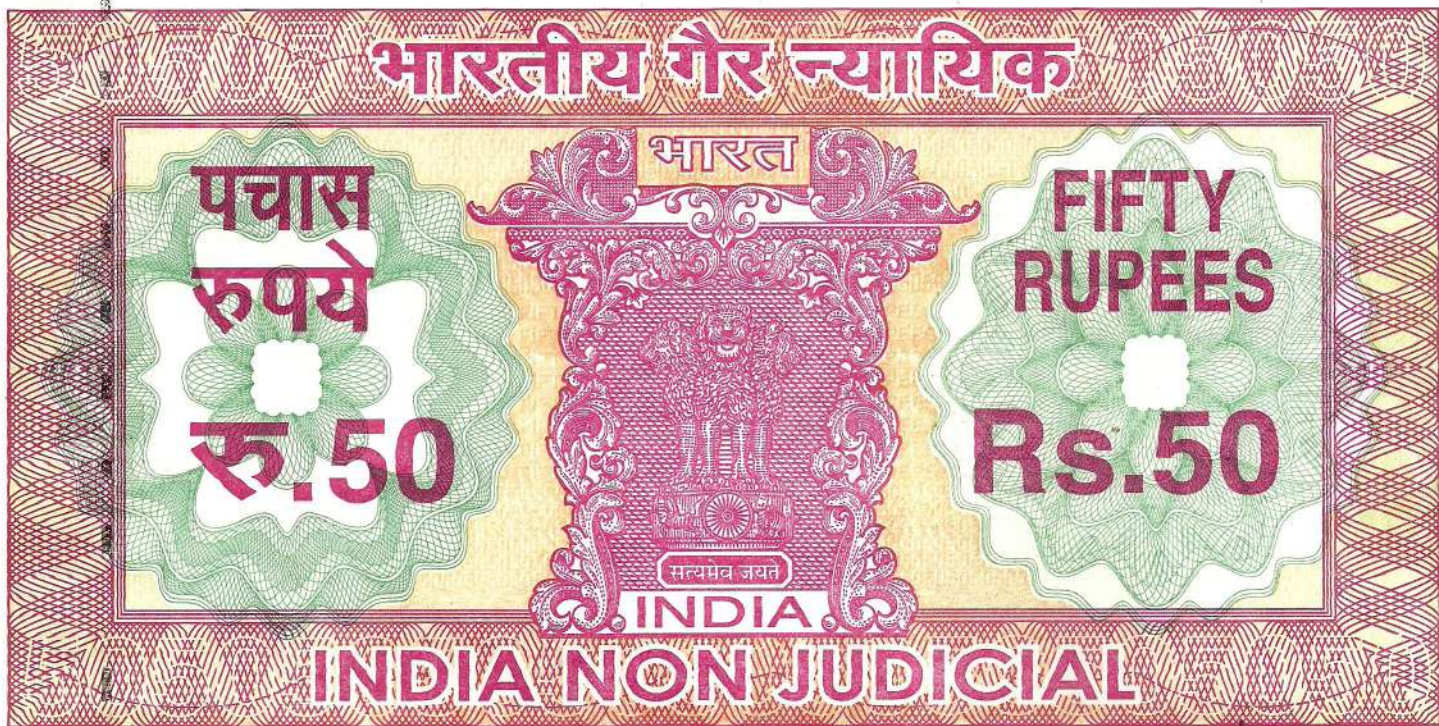
That the principal place of business of partnership firm shall be at 8 Krishnarayar Tank Street, Madurai 625 001 Madurai District, Tamil Nadu and/or at such other place(s) as may be mutually agreed upon between all the partners.

3. COMMENCEMENT:

The present Partnership firm shall be deemed to have commenced from 1st day of April 2015.


First Part


Second Part



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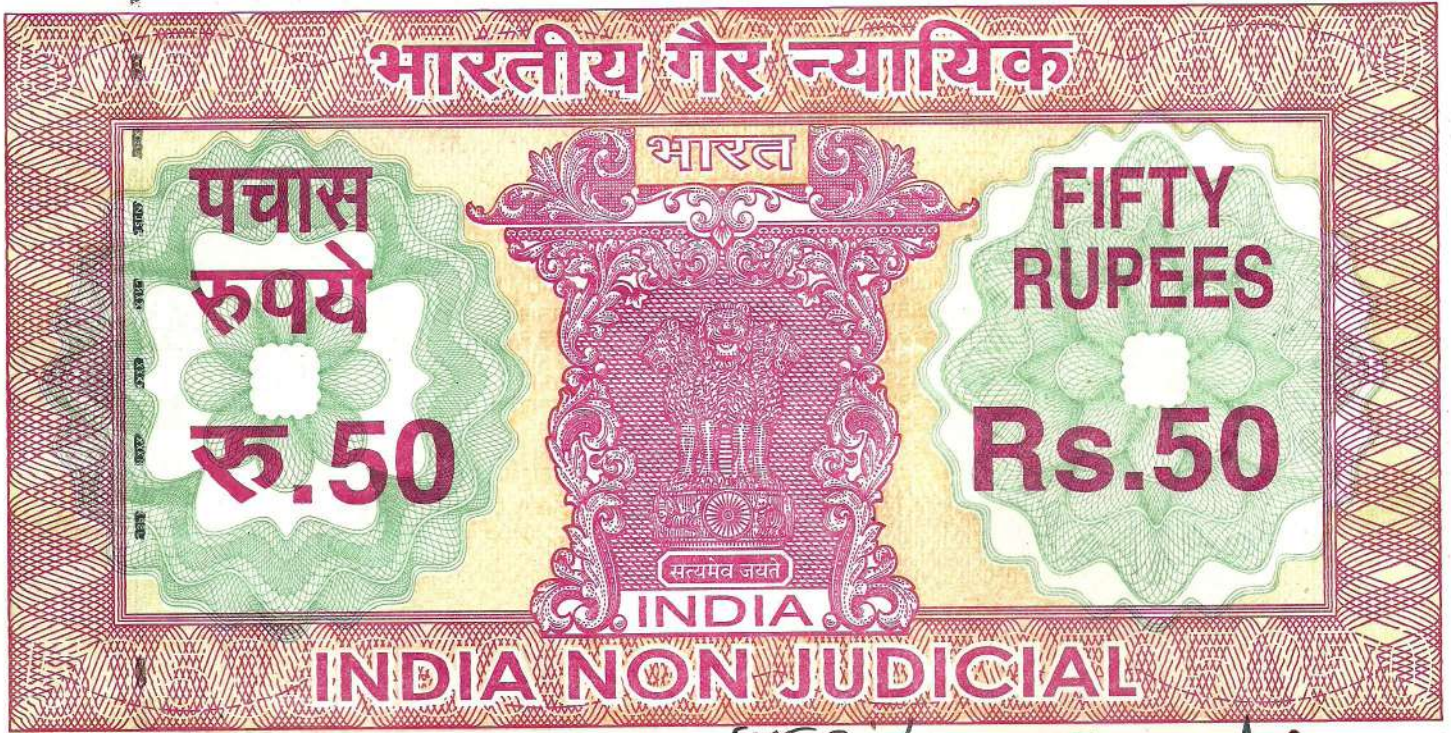
7. PROFIT SHARING RATIO:

That the profits or losses including capital profits/ losses after accounting for all the expenses and charges as given in clause (6) above shall be divided or borne as the case may be as under :-

S.NO.	NAME	PROFIT/LOSS SHARING RATIO
1.	Mr. M. Saravanan	50%
2.	Mrs. S. Iswarya	50%
3.		

8. BOOKS OF ACCOUNTS:

All necessary books of account of the partnership firm shall be maintained and kept at the principal place or places of the business. Annual closing of the business shall be on 31 March each year, when account will be settled and Balance Sheet and Profit & Loss A/c. prepared and appended by the Partners which shall be final and conclusive.



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9. **BANKER:**

That the firm shall maintain one or more banking account with one or more than one **BANKS** as may be decided by the partners and such account or accounts of the partnership firm shall be operated solely by the First Part M. Saravanan.

10. **BORROWING POWERS:**

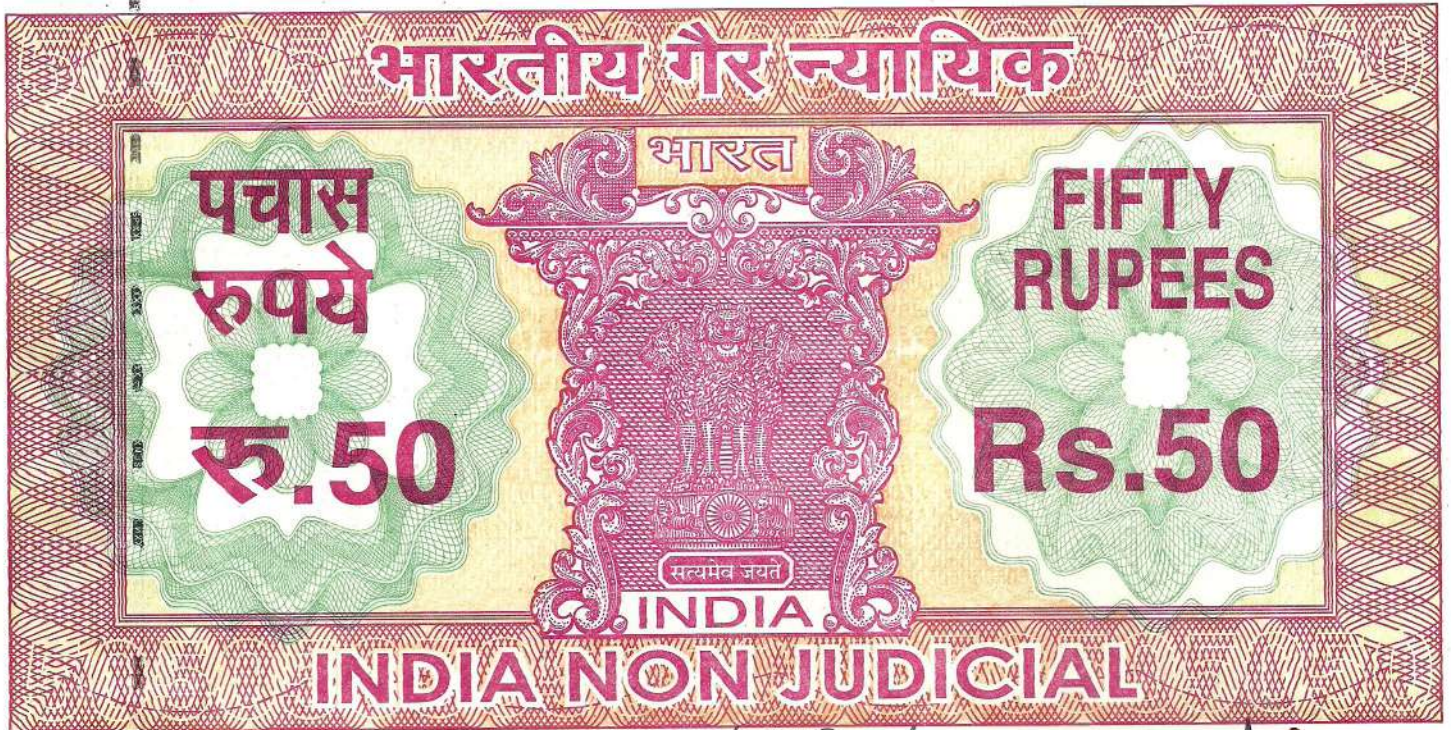
That the firm is entitled to borrow money from banks or financial institutions or raise funds from the market for carrying on the business of the partnership firm on such terms and conditions which are beneficial to the partnership firm after the partners unanimously agree to do so and **the same shall be binding upon all the partners. And the Loan account to be operated as per the clause 9 mentioned above.**

However no partner shall raise any loan in the name of the partnership for his/her personal use.

If collateral security is given by any parties or by any other persons for borrowings, firm should give interest to him/her not exceeding the rate at 6% PA on borrowed value up to the period of settlement of borrowings.


First Part


Second Part



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11. DUTIES OF PARTNERS:

That each partner shall be justify and faithful to the other partners in all transactions relating to the partnership business and at all time give to the other partners true account of all such dealings.

12. ARBITRATION:

That all dispute which may arise between the parties concerned or in any way connected with the partnership business and whether during the continuation of partnership or after its determination and whether in relation to the interpretation of these presents or any other matter whatsoever touching the partnership affairs, shall be referred to a sole Arbitrator to be appointed with the mutual consent of all the partners. If no such arbitrator can be appointed then the dispute shall be settled according to the Arbitration and Conciliation Act, 1996 and such modification thereof as may be in force at the relevant time.

13. **POWER OF ATTORNEY:**

That Mr. M. Saravanan First Part is hereby authorised to do all acts on behalf of the firm which are necessary for the smooth conduct of the business and to deal with and act on behalf of the firm in connection with Sales Tax, Service Tax, Income Tax and Other department or Board Bodies and commercial association. They are in the like manner authorised to file, conduct and withdraw proceedings, to make statements as solemn affirmation and otherwise act therein on behalf of the firm in any court of law, to verify income tax returns and Memorandum of appeals, to get refund etc., and to refer any matter to arbitration.

14. **RETIREMENT / DEATH / INSOLVENCY:**

That the partner wishing to withdraw from partnership firm may do so by giving to the other partners one month's notice in writing and on expiration of such notice period, the partner shall stand retired without dissolving the firm which shall continue to function with the remaining or any other new partner/partners as the case may be.

That in case of death, insolvency and/or any other such events of any of the partner, the firm shall not automatically dissolved but continue and the remaining partners shall be legally authorised to carry on the business with existing or any other new partner/partners as the case may be.



First Part



Second Part

15. **SETTLEMENT TO RETIRING PARTNER/DEATH / INSOLVENCY**

After closing the account after revaluation of Assets and Liabilities as on the date of instance, Settlement to be made between Retiring Partner / Legal heirs of Deceased Partner / Receiver of Insolvent Partner and Continuing partners at the ratio of balance stood in their capital accounts and not at the ratio mentioned in the clause 7 above. Settlement should be made within 90 Days from the date of instance.

16. **TRANSFER / MORTGAGE OF SHARE:**

That no partner shall without the prior consent in writing of the other partners assign, transfer or mortgage his share or interest in partnership or introduce any other person as a partner with him there in.

17. **DURATION:**

The partnership shall be 'AT WILL'.

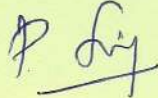
18. **OTHER TERMS:**

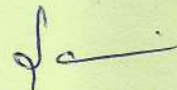
That in all matters not covered by the terms of this agreement, mutual consent of all the partners shall prevail or as per the provisions of the Indian Partnership Act, 1932.

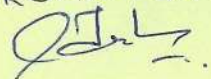
IN WITNESSES WHEREOF all the parties referred to herein above have set their respective hands, the date month and year first above written.


WITNESS

SIGNATURE

1. P. Anandharaj
S/o. E. Periyamannan
NO. 6/53, Vemparali


1. 
M. SARAVANAN
(PARTY OF THE FIRST PART)

2. S. JAILANI
S/o J. SALEEM
113F, MUTHALAMMAN KOVIL ST.,
THIRUMAN TALAM


2. 
S. ISWARYA
(PARTY OF THE SECOND PART)