

DEED OF PARTNERSHIP



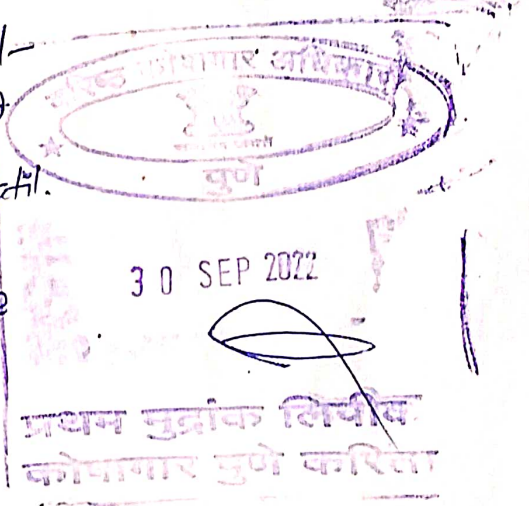
महाराष्ट्र MAHARASHTRA

2022

BR 475696

- 4 OCT 2022

क्र. नं. ९२१७८ दि. ५.१०.२०२२ रकम: ५००/-
वस्तुचा प्रकार: Partnership Deed
वस्तु नोंदणी करणार आहेत का: होय / नाही
मुद्रांक विकत घेणाऱ्याचे नाव: Harshal Anil Patil.
पत्ता: Wanowarie Pure
दुसऱ्या पक्षकाराचे नाव: Anil Patil
हस्तें व्यक्तीचे नाव व पत्ता: Anil Patil



- 4 OCT 2022

W. D. Mane
श्री. सुचेता सुहास देशपांडे
परवाना नं. २२०१११८

मुद्रांक विकत घेणाऱ्याची सही
न्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

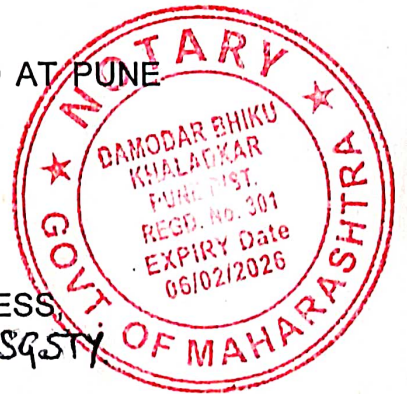
DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE AND EXECUTED AT PUNE
ON THIS SATURDAY 19th DAY OF NOVEMBER 2022.

BETWEEN

- 1) DR. HARSHAL ANIL PATIL
AGE - 36 YEARS, OCCUPATION - DOCTOR - BUSINESS,
RESIDING - FLAT No. U18, SACRED HEART TOWN HSGSTY,
S.No. 75/2/2B, WANOWARIE, PUNE: - 411 040
I-TAX PAN No:- BFXPP4713A ADHAR No:- 3762 7435 8572
(HEREINAFTER CALLED THE FIRST PARTNER. BEING THE
FIRST PARTY)

AND



- 2) **MR. NITIN DATTATRAY MANE**
AGE – 34 YEARS, OCCUPATION: - BUSINESS,
RESIDING AT – FLAT NO.401, B BUILDING, SOPAN SAI,
DATTA NAGAR, CHARHOLI ROAD,ALANDI DEVACHI,
TALUKA - KHED, PUNE – 412 105.
I-TAX PAN No:- AXTPM1344B ADHAR No:- 3877 3292 4948
(HEREINAFTER CALLED THE SECOND PARTNER, BEING THE
SECOND PARTY.)

WHEREAS the parties to this deed have mutually decided & agreed to commence the business of all kinds of Pathology medical services, Lab & Healthcare Diagnostics, Biochemistry, Histopathology, Cytology, Microbiology & Serology & its allied activities Including all Medical/Health care related diagnostics medical services and any other ancillary business in partnership, under the name of “**HEALTH HORIZON DIAGNOSTICS**” and actually commenced the said business in partnership at Flat No.401 & 402, CTS No.364, 365/13, FP No.713, 714/13, Varun Capital, Shivaji Nagar, Pune – 411 005. w.e.f 05th October 2022.

AND WHEREAS the parties to this deed are desirous to reduce to writing the terms and conditions as now mutually agreed upon governing their partnership business.

**NOW THIS INDENTURE WITNESS AND THE PARTIES HERETO
HEREBY MUTUALLY AGREED AS UNDER**

1) **NAME**

The business of the partnership shall be carried on in the name of “ **HEALTH HORIZON DIAGNOSTICS**” or under any other name or names as the partners may mutually agree upon from time to time.

2) **BUSINESS PLACE**

The principle place of the partnership shall be “Flat No.401 & 402, CTS No.364, 365/13, FP No.713, 714/13, Varun Capital, Shivaji Nagar, Pune – 411 005.” or at any other place or places as the partners may mutually agree upon from time to time. Further the partners shall open the branch or branches of the partnership firm at any place or places as mutually decided between themselves anywhere.



3) **NATURE OF BUSINESS**

The principle business of the partnership shall be all kinds of Pathology medical services, Lab & Healthcare Diagnostics, Biochemistry, Histopathology, Cytology, Microbiology & Serology & its allied activities Including all Medical/Health care related diagnostics medical services and any other ancillary business as the partners may mutually decide upon from time to time.

4) **COMMENCEMENT AND DURATION**

The partnership business has commenced on and from **05th October, 2022**, and the same shall continue "AT WILL".

5) **CAPITAL OF THE FIRM**

The initial capital of the firm shall be Rs.50,000/- and the same shall be contributed by all the partners as mutually agreed between the partners.

The additional funds required for the purpose of partnership business shall be contributed or arranged by all the partners in such manner and ratio as may be mutually agreed upon by and between the partners from time to time.

6) **ACCOUNTING YEAR**

The regular accounts of the partnership shall be maintained. The accounting year of the partnership shall commence from 1st April and shall end on 31st March on the subsequent year.

7) **SHARING OF PROFITS OR LOSSES**

The net profit of the partnership business as per the accounts maintained by the partnership after deduction of all expenses relating to the business of partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners shall be divided and distributed between the both partners in **10:90 ratio**.



The loss, if any, including loss of capital suffered in any year shall be apportioned to the second partner exclusively. First partner shall not be liable for any loss.

The profits and loss Accounts shall be signed by both the partners in token of their approval. Once final accounts and statements are approved, it shall remain binding on all the partners and no partner shall have any right to raise any disputes either during the continuation of partnership or after the dissolution of firm.

8) **REMUNERATION TO THE PARTNERS**

It is agreed by and between the parties hereto that first partner shall actively devote his time and attention to the business of the partnership and actively engage in conducting the affairs of the business of the firm as the circumstances and business needs may require. It is hereby agreed that in consideration of the first partner of this deed actively devoting his time and attention to the business of partnership, and acting as working partners also, the partner shall be paid remuneration as under

- i) First the total aggregate remuneration payable to the partners shall be worked out as under
- 1) On the First Rs.3,00,000/- of Rs.1,50,000/- or at the rate the book profit or in case of 90% of the book profit of loss whichever is more.
 - 2) On the balance of the book Profit. At the rate of 60%

Explanation:- For the purpose of this clause the expression " Book Profit " shall mean the book profits as defined in section 40(b) of I. T. Act 1961 or any statutory modification or re-enactment thereof, for the time being in force.

Such total "AGGREGATE REMUNERATION" shall be paid to the first party as mutually agreed between the partners.



The remuneration payable to the partner as above shall be credited to his account. The partner shall be entitled to draw sums as mutually agreed upon from time to time against the remuneration payable to him. The partners shall be entitled to increase or reduce the above remuneration. The parties here to revise the mode of calculation of the above remuneration.

In case of loss, the aggregate remuneration to the partners shall be reduced or no remuneration shall be paid to the partner as mutually agreed among the partners from time to time.

9) MODIFICATION IN REMUNERATION

The partners shall be entitled to modify the above terms relating to remuneration payable to the partners by executing a supplementary deed any such deed when executed shall have effect, unless otherwise provided from the first day of the accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

10) DRAWING

Both the partners shall be entitled to draw out of the partnership business for his personal use, such sum or sums of money as they mutually agreed upon from time to time. Such drawing shall be adjusted against their remuneration and share of profits in business of the firm and to their respective capital/current accounts at the end of the each accounting year.

11) BANK ACCOUNT

The Bank account or accounts shall be opened in the name of the firm in one or more banks and the same shall be exclusively operated by signature of any one of the partner or any person authorize by the partner. This includes the operation of loan, cash credit and overdraft and such other accounts.



12) BORROWING POWER

The partners may borrow money for the business of partnership from banks, financial institution, Individuals or/and from any such other sources for and on behalf or partnership business at interest or otherwise and on such terms and conditions as mutually agreed between themselves.

13) EACH PARTNER SHALL

A) Diligently attend to the business and carry on the same for the greater common advantage. Each partner shall look after the day-to-day business activities.

B) Each partner shall punctually pay his separate personal debts and liability and shall indemnify the other partners and the assets of the firm and all expenses thereafter.

C) Each partner shall upon every reasonable request, inform the other partner of all letters, accounts writing, documents, deeds and other things which shall come to his hands or knowledge concerning the business of the partnership.

14) NOTICE OF RETIREMENT

Any partner who desires to retire from the firm can do so with consent of other partner and after executing retirement deed to that effect and after payment of all his dues or debts if any to be paid to the firm and after all the claims and dues of and / or against the firm are satisfied.

15) ACCOUNTS ON RETIREMENT

In the event of retirement of any partner, the partnership business shall not stand dissolved, the continuing partners shall be entitled to carry on the business of partnership under the same name and style by admitting the new partners or otherwise.

The continuing partners shall settle the accounts of the out going partners immediately.



16) THE DEATH OF PARTNER

In the event of death of any partner the partnership business shall not stand dissolved. The surviving partners shall be entitled to carry on the business of partnership under the same name and style by admitting the legal heirs of deceased partner and if the legal heirs do not desire to enter into the said partnership then by admitting the new partners or otherwise.

The surviving partners shall settle the accounts of deceased partner immediately.

17) None of the partners shall without the consent of the other partner in writing:

(a) Enter into bond or become bail or surety with or for any person or to do or knowingly cause or suffer to be done anything whereby the said business of partnership or its property or any parts thereof may be seized, to be taken in execution or otherwise become liable and

(b) Assign, mortgage or charge his share in the partnership or any part thereof or create a charge on the partnership assets or make any other person a partner or co-partner with him.

18) Any new admission or retirement of partner or other legal matter relating to the reconstitutions of partnership firm shall be decided with the mutual consent of the partners.

19) GOODWILL OF THE BUSINESS

Any Goodwill accruing to the business of the firm for any reason whatsoever, shall wholly entirely belong to the firm itself and no partners shall have right to demand a share in the Goodwill of the firm either during his continuance as partners or on his retirement or on dissolution and upon the death of any partner his heirs / heiress will not be entitled to claim any shares in the Goodwill of the firm.

20) ARBITRATION

Any disputes, question of differences of opinion arising between the partners relating to the business of the



partnership or to any matter whatsoever connected there including the question of interpretation of this deed whether arising during the subsistence of the partnership or determination thereof shall be resolved initially by a reference to arbitration by a sole arbitrator to be appointed by mutual consent of the partners. If the award delivered by such arbitrator is not acceptable to any of the partners, then such disputes shall be resolved by reference to the court of Law. The arbitration proceeding completed herein above shall be subject to and governed by the provisions of the Arbitrator Act, 1940 with all its modification and amendment enforce for the time being.


21) MODIFICATION / CHANGES

All other matter for which no provision has been made in this deed and also matters for which provisions has been made in this deed but which are to be eliminated / modified shall be decided with mutual consent of all partners and shall be executed in writing.


In witness whereof the Parties have here to set and subscribed their Respective hands and seal the Day, Month and year first above written.

SIGNATURE OF WITNESS

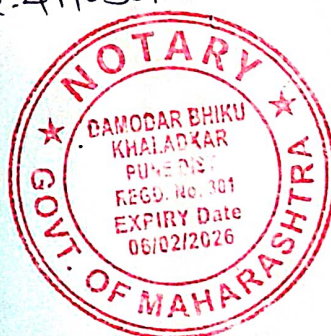
SIGNATURES OF PARTNERS


1) NAME D.T. Karmode
ADDRESS Shanivar Peth,
Pune. 411030,

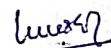

(Dr. Harshal Anil Patil)
(The first Partner)


2) NAME T.J. Aghanade
ADDRESS Shanivar Peth
Pune. 411030.

N.D. Mane
(Mr. Nitin Dattatray Mane)
(The second Partner)



BEFORE ME



DAMODAR B. KHALADKAR
NOTARY, STATE OF MAHARASHTRA
PUNE

Noted and Registered
at Serial Number.

424/2022
19-11-2022