MRITYUNJAY MITRA

Advocate, NOTARY PUBLIC GOVT. OF INDIA District Judges' Court, North 24 Parganas, Barasat Kolkata - 700 124, W.B.





07 APR 2022

Office / Residence:
Bidhan Pally
P.O. & P.S.: Madhyamgram
(Previous P.S.: Barasat)
North 24 Parganas
Kolkata - 700 129



NOTARIAL CERTIFICATE

Persuant to Section 8 of the Notifies Act 1952)

BEFORE THE NOTARY PUBLIC 24-Parganas (North)

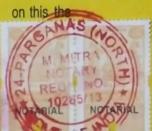
Know all men by These Presents that, I Sri M. Mitra, Advocate duly appointed by the Government of India as a Notary being authorised to practice subject to the provisions of the Notaries Act, 53 of 1952 and the Notaries Rules, 1956 made thereunder in and throughout the District of North 24 Parganas in the State of West Bengal within the Union of India, do here-by verify, authenticate, certify and attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and indentified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate & attest that the annexed Instrument marked 'A' is executed by - 'Anubhav Lefe Care" Situated at 2/87e880re Road (Last) (To Kajipara, R.S. Rowlus at, 2006) 24 (Last) (To Kajipara, R.S. Rowlus at, 2006) 24 (Last) (To Kajipara, R.S. Rowlus at, 2006) 24

Partner Ship Bon niness

PRIMAFACIE the annexed Instrument 'A' appears to be in the usual procedure to serve and avail as needs occasions shall or may require for the same,

IN FAITH AND TESTIMONY WHEREOF being required of a Notary, I the said NOTARY do hereby subscribe my hand and affix my seal of office at Barasat



Attested Michael 2077 Mish

Mrityunjay Mitra NOTARY PUBLIC NOTARY GOVT. OF INDIA CAEGISTRATION NO. 10285/2013



পশ্চিমবঞ্চা पश्चिम बंगाल WEST BENGAL

AH 603433

24-Parganas (North)



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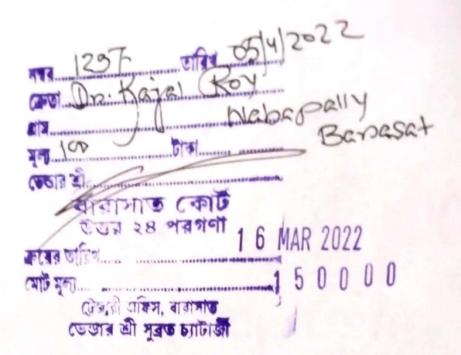


DEED OF PARTNERSHIP



THIS DEED OF PARTNERSHIP is made on this date the 1st

day of April, Two Thousand Twenty Two (2022) A.D.



SEAL

SEFORE THE NOTARY PUBLIC





পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AB 179743

BEFORE THE NOTARY PUBLIC 24-Parganas (North)

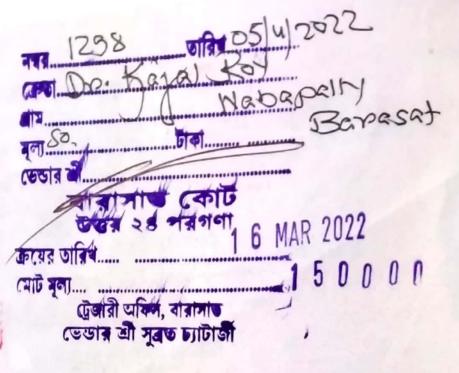






DR. KAJAL CHANDRA RAY, Son of Late Gokul Chandra Ray, aged about 53 years, having PAN: AEMPR7171M, Aadhaar Card No. 6382 2073 4495 and Mobile No. 9433239716, by caste-Hindu, by Occupation – Medical Practitioner, at present, residing at Pratapaditya Road, Near 11 No. Rail Gate, Nabapally, Barasat, District North 24 Parganas, West Bengal-700126 hereinafter referred to the Partner and Party of the FIRST PART (which

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expression unless repugnant to the context hereof includes his heirs, executors, successors and assigns on the terms so forth hereinafter).

DR. SUMAN KUMAR MANDAL, Son of Sudhangsu Kumar Mondal, aged about 48 years, Having PAN: AJWPM6067E, Aadhaar Card No. 8051 1109 9698 and Mobile No. 9775281989, by Caste- Hindu, by occupation Medical Practitioner at present residing at 214/5, Ashokenagar, Kalyangarh, P.O.& P.S. Ashokenagar, District:North 24 Parganas, West Bengal- 743222 hereinafter referred to the Partner and Party of the SECOND PART (which expression unless repugnant to the context hereof includes his heirs, executors, successors and assigns on the terms so forth hereinafter)

DR. GARGY MONDAL ,D/o. Bibhu Bhusan Mondal aged about 44 years, Having PAN: AQVPM0178J, Aadhaar Card No. 2550 4368 9983 and Mobile No. 9474461381, by Caste- Hindu, by occupation Medical Practitioner at present residing at 1/14, PAL VILLA, 1st Floor, Sarojini Pally, Barasat, District:North 24 Parganas, West Bengal- 700126 hereinafter referred to the Partner and Party of the THIRD PART (which expression unless repugnant to the context hereof includes her heirs, executors, successors and assigns on the terms so forth hereinafter)



MRS. PAROMITA MUKHERJEE HALDER ,D/o. Bijay Mukherjee aged about 37 years, Having PAN: ARMPM2466K, Aadhaar Card No. 6944 2137 7014 and Mobile No. 9433109635, by Caste- Hindu, by occupation Business at present residing at 430/2, Nabatirtha, Barasat (M), Hridaypur, District: North 24 Parganas, West Bengal- 700127 hereinafter referred to the Partner and Party of the FOURTH PART (which expression unless repugnant to the context hereof includes her heirs, executors, successors and assigns on the terms so forth hereinafter)

AND

MR. SOUMITRA DEY ,S/o. Late Soumen Dey, aged about 46 years, Having PAN: ANIPD9609F, Aadhaar Card No. 6606 8801 9703 and Mobile No. 7980983867, by Caste- Hindu, by occupation Business at present residing at N.D. Tower, 1 No. Circular Road, Near Subhash Ground, Nabapally, P.O. Nabapally, Barasat-1, Jagannathpur, District: North 24 Parganas, West Bengal- 700126 hereinafter referred to the Partner and Party of the FIFTH PART (which expression unless repugnant to the context hereof includes his heirs, executors, successors and assigns on the terms so forth hereinafter)

WHEREAS all the parties mentioned hereinabove are in relation by Business and they decided to do business together.

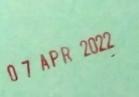
AND WHEREAS all the five parties agreed to form a Partnership with sole business objective of doing Modern Medical Diagnostic set up with Polyclinic, Speciality Clinic, Day Care Clinic, Medicine Shop and allied Medical Services and solutions. All the above activities as Projected Activities of ANUBHAV LIFE CARE.

NOW THIS DEED WITNESSETH and it is hereby agreed and declared as follows:

That the Parties hereto (hereinafter collectively referred to as the Partners) hereby mutually covenant with each other and agreed to be partners in the Partnership Business upon the Terms and subject to the conditions and stipulations hereinafter contained. That is to say:-

That the name and style of the Partnership under which it will continue its business shall be **ANUBHAV LIFE CARE**(hereinafter referred to as 'The Firm').

 That the nature of Partnership Business shall be principally business objective of doing Modern Medical Diagnostic set up with Polyclinic,





Speciality Clinic, Day Care Clinic, Medicine Shop and allied Medical Services and solutions.

- Jessore Road (East), P.O. Kajipara, P.S. Barasat, District North
 24 Parganas, Barasat, West Bengal- 700124, The Firm may open any
 Branch Office or Offices at any place or places in future upon mutual
 agreement of all the parties. The Registered Office or any Branch
 Office or Offices can be shifted at any other convenient place in
 futures also upon mutual agreement of all the parties/partners.
- That the Partnership shall be deemed to have commenced on and from 1st day of April, 2022 and duration at will of the partners.
- 4. That the Profit & Loss sharing ratio of the Business between the parties/Partners are as follows:-

DR. KAJAL CHANDRA RAY (The 1st Part) -26%

DR. SUMAN KUMAR MANDAL(The 2nd Part) -26%

DR. GARGY MONDAL(The 3rd Part) -26%

MRS. PAROMITA MUKHERJEE HALDER(The 4th Part) - 16%

MR. SOUMITRA DEY(The 5th Part) -06%



That the Partnership business will start with the Capital contributed by all the parties according to share holding in firm or as requird for the Business. That the initial Capital Investment required of Rs. 30,00,000/-(Rupees Thirty Lakh) and contributed by the partners are as follows:-

DR. KAJAL CHANDRA RAY(The 1st Part)

Rs.7,80,000/
DR. SUMAN KUMAR MANDAL(The 2nd Part)

Rs.7,80,000/
DR. GARGY MONDAL(The 3rd Part)

Rs.7,80,000/
MRS. PAROMITA MUKHERJEE HALDER(The 4th Part)

Rs.4,80,000/
MR. SOUMITRA DEY(The 5th Part)

Rs.1,80,000/-

- 6. In case of any requirement of further Capital, the Partners will contribute for the same in profit & loss sharing ratio. But, if the requirement of capital is so high and beyond the partner's capacity to contribute the same, then only outside investment can be taken and utilized in the form of loan, bank loan/overdraft, hundies etc upon the mutual consent and decision of all the partners in writing to that effect.
- 7. That the Banker or Bankers of the firm shall be any scheduled bank for its regular and normal operation and monetary transaction of the business. The partners, with their mutual consent, will open that/those



accounts providing true and complete information to the Banker or Bankers in this respect.

- 8. That all the operations in the Bank Account of the firm shall be under the joint signature of by at least two partners until and unless any other decision in this respect are being taken jointly by the partners.
- 9. That the maximum rate of interest shall be 12% (percent) simple interest per annum to be calculated on the ascertained sum of Credit Balance of their Capital balance in each financial year. The interest chargeable on the Capital Account Balance as on the last day of the Accounting year shall provided in the firms account at any time during the said accounting year by Debiting the Interest Account and Crediting the respective Capital Account of all the Partners.
 - 10. That the Salary, Bonus, Commission or Remuneration(herein after called remuneration) shall be paid to all working Partners who are actively engaged in conducting the affairs of the business or profession of the firm in the following manner:

A) In case of inadequacy of Book profit or Loss

: Maximum amount available in terms of the authorization of this partnership deed and in accordance with the Income Tax Act, 1961 as provided shall be



B) In case of adequacy of Book Profit paid to all the partners in their Profit sharing ratio.

: Maximum amount available in terms of the authorization of this partnership deed and in accordance with the Income Tax Act, 1961 as provided shall be paid to all the partners in their Profit sharing ratio.

The Book profit means the Net profit as shown in the Profit & Loss

Account for the relevant Accounting year as increased by the

aggregate amount of the remuneration paid or payable to all the

partners of the firm if such amount is deducted while computing the

Net Profit.

That the remuneration so paid or payable to all the partners shall be provided in the accounts of the firm for such payment. Thus in effect the remuneration available to all the partners shall be debited to Profit & Loss Account and credited to their respective Capital Account of all the partners during the said Accounting Year.

That salary amount as well as the interest amount may be varied if the Partners here after agree for the same for which they shall make



amendment of Partnership deed of agreement as to give the effect of such variation.

- 11. That if any partner, over and above his/her usual capital introduction, advances any unsecured loan to The Firm, he/she will be eligible for a simple interest calculated at the rate of the prevailing banking interest rate applicable to Cash Credit Loans.
- 12. That none of the Partners/parties are eligible to earn commission out of the Partnership Business for their personal gain other than of the partnership.
- 13. That the accounting period of the firm's business would be from 1st day of April to 31st March every year.
- 14. That the accounts of the Partnership shall be adjusted accordingly to such period or periods or at interval as the partners may decide from time to time, when the profit and loss as the case may be, shall be ascertained and paid or credited to the individual shares of the partner according to any partners respective shares as stated above in case of retirement of any partners commission of any partner or for any other purpose as decided upon.
- 15. That the business of the partnership shall be looked after and managed by all the parties/partners jointly by or any of the partner on behalf of



all the parties. No representative of any partner will be allowed primarily to involve into the management and affairs of the business without the consent of the other parties/partners.

- 16. That the parties/partners shall be liable and/or responsible to sign all the Account, Papers, Records and documents as and when required, every partner will be duly bound to other Partners to convey the information regarding regular activities of the business. In case of any genuine mistake happens to have taken place the same should be rectified within a short period and get the approved and signed by other partners.
- 17. That the usual Books of Accounts of the partnership shall regularly be kept and posted up to date at the Registered Office of the partnership and shall not be removed from there without the consent of the partners. Each partner shall be at liberty to inspect the same and other document of the partnership at all reasonable times and to take copies of or extracts from there.
- 18. That the partnership shall continue until the partners decided to dissolve the same by consent of all the partners. If any partner here after wishes to retire from the partnership, he/she may do so by giving three calendar months notice in writing to the other partners.



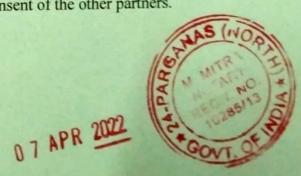
Provided, however, Death, Withdrawals, Retirement or Insolvency of any partner shall not dissolve the business of partnership. The partnership shall be continued by the surviving partners and/or together with legal representative or heir (not exceeding one person) of the deceased Partner unless otherwise agreed to between them.

- 19. That the partner shall by mutual consent be entitled to bring a new partner or partners in the partnership where it is prudent and beneficial to the partnership and/or upon the incapability/ inability of any of the present partners due to ill health or any other material reason. In such case separate amendment of deed should be prepared.
- 20. Each partner shall:
- A) Pay her/his personal debts punctually and shall have no right to involve other partners or their properties of any properties of the partnership against any attachment or seizure or sale or mortgage charge thereof.
- B) Be just and faithful to the other partners in all transactions relating to the partnership.
- C) At all times given/provided serve information to the other partners relating to the partnership within her/his knowledge and afford every



assistance in her/his power to carry on the business for their mutual advantage.

- Attend the partners meeting at regular interval as mutually agreed upon by both the parties/partners.
- E) Compensate the firm and its partners for mis-utilization, misappropriation of the firms money and fund and profit together with interest calculated @ 12% per annum and damage consequently incurred by the firm by any Acts or Deeds of him and
- F) The Doctors attached with this partnership agreement will be permitted to do their professional job in this institution and they will get their fees as per common schedule in addition to their common rights and benefits of this agreement.
- 21. That no partner shall:-
- A) Be entitled to change, assign or in any way transfer his/her share in the partnership or as a retiring partner, to any other outsider without the written consent of the other partners.



- B) Be entitled or allowed to become a partner in the similar nature of business of the firm other than this firm, till his/her continuance as partner in the firm.
- C) Be allowed any allowances initially for looking after the management of the business.
- D) Be entitled to refer any matter of dispute and difficulty without having any prior efforts under discussion by amicable settlement.
- E) Without the written consent employ any fund, goods and effort the partnership by pledging any assets of the firm for the purpose of receiving any credit except in the ordinary course of business and upon the Account or for the benefit of the partnership.
- have any dealings, with any person, firm, company or corporation whom the other partner shall previously in writing have forbidden her or him to trust or deal with, any loss incurred through any branch of the Prevision shall be made good, to the partnership, by the partner incurring the same.

- G) Without any written consent enter into any speculative business on behalf of the partnership firm.
- 22. All disputes and differences which may arise between the parties/partners of any of them in any way touching or concerning the partnership if has not settled amicably then the matter of dispute shall be referred to Arbitration act. For the time being, in force or any statutory modification or reenactment thereof and the award of such arbitrator shall be final binding on the partners/parties and no suit or case will be maintainable before any court of law except the decision of Arbitrator.
- 23. That this partnership shall be governed by the Indian Partnership Act, 1932 where this agreement is silent and nothing has referred in that context.



IN WITNESS WHEREOF, the parties/partners hereto executed these presents on this 1st day of April, 2022 year in the first above written.

SIGNED, SEALED AND DELIVERED

by the above named PARTIES at BARASAT in the presence of:-



Aniket Halder

Signature Sp. Karena Sindle Halder of 430/2 Nabatirta

Soralide

Signature

Wo Soumitoca Dey of Nabapally P-S. Pragaral north 24 parfor



(DR. KAJAL CHANDRA RAY) (FIRST PART)

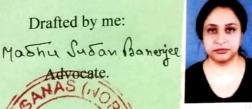
Sumar Kumar Mantal

(DR. SUMAN KUMAR MANDAL) (SECOND PART)



garegy Mondal.

(DR. GARGY MONDAL) (THIRD PART)



(MRS. PAROMITA MUKHERJEE HALDER)

(FOURTH PART)



Salini ma De (MR. SOUMITRA DEY)

(FIFTHY PART)

Attested



07 APR 2022

Mrityunjay Mitra NOTARY

Govt. of India Regn. No.- 10285/13 24-Parganas (North)

Dated 07.1 Day of Orphil 20221



SEFORE THE NOTARY PULL.

24-Parganas (North)





0 7 APR 2022

In the matter of
Instrument 'A'
And

NOTARIAL CERTIFICATE



0 7 APR 202

MRITYUNJAY MITRA

Advocate,
District Judges' Court, Barasat
DISTRICT BAR ASSOCIATION, ROOM NO. A-20

Contact No.: 9830376469

Notary Public, Govt. of INDIA Regn. No. - 10285/2013 Bidhan Pally, P.O. & P.S. : Madhyamgram (Previous P.S. : Barasat) Kolkata - 700 129, West Bengal.