



छत्तीसगढ़ CHHATTISGARH

DEED OF PARTNERSHIP

This deed of partnership is executed on this 28th day of November 2015 amongst

AMONGST

1. Shri Rajib Lochan Bhanja, aged 43 years,
Son of Shri Radha Krishna Bhanja, Resident of Staff Quarter of Apollo Hospital, Sarkanda, Bilaspur Dist Bilaspur (C.G.) hereinafter called of the First part.
2. Payod Kumar Jena, aged 41 years,
Son of Shri Narendra Kumar Jena, Resident of Staff Quarter of KIMS, KIIT Campus 5, Patia, Bhubneshwar, Dist Khurda (Odisha) hereinafter called of the Second part.

Whereas the aforesaid parties No. 1 and 2 have decided to form a Partnership Firm under the name & style of "M/s Shri Medscan Imaging Center" Head Office at C/o Bhagirathi Sahoo, Plot No - HIG 37, Jaydev Bihar, Opposite of Hotel Pal Height, Bhubaneswar (Odisha) from 28-11-2015 and now all the undersigned parties, to avoid any dispute or misunderstanding in future, want to produce the terms and conditions as mutually agreed in writing.

NOW THIS INDEEDURE WITNESSETH AS UNDER :-

1. That the name & style of the partnership shall be "M/s Shri Medscan Imaging Center" herein after referred to as Firm.

[Handwritten signature in red ink]
N.P. SAMANT
REGD. NO. 28/89
Notary, Cuttack

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payod kumar jena

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Filed u/s 58 (i) of I.P. Act, 1932
Regd. No. 949/14 Dt. 28/11/15
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Registrar of Firms
Odisha, Cuttack

2. That the Head office of the firm shall be at C/o Bhagirathi Sahoo, Plot No – HIG 37, Jaydev Bihar, Opposite of Hotel Pal Height, Bhubaneswar in the state of Odisha.
3. The partners may by common consent open any branch or branches at such place or places as decided by them from time to time.
4. That the main object of the partnership firm shall be to Operate Diagnostic centre related to MRI, CTscan, X ray, Patho Lab and such other work related to above as the parties mutually decide to undertake from time to time.
5. That the duration of the firm shall be AT WILL.
6. That all necessary usual proper books of account shall be maintained on financial year basis and they shall be kept at the place of business of the firm. All the partners shall have full access to the same and they can obtain copies of accounts and extracts.
7. That the bank account or accounts in any bank or banks may be opened and can be operated by the Second party only.
8. (I) That the capital contribution of the partners shall be as per their respective resources and requirement of the partnership firm. *10 Lakhs. only*
- (II) That the amount outstanding to the credit of the partners account shall bear simple interest @ 12 % per annum which shall be credited to the partners at the end of the year.
- (III) The rate of interest to the partners may be changed at such other rates as may be prescribed by the Income tax act or as may be agreed upon by the partners hereto from time to time.
9. (I) That the party of second part is agreed to devote their full time energy and attention to the firm's work and to look after working of the firm and shall be actively engaged in the working of the firm. In consideration thereof they shall be remunerated for the services rendered in addition to the share in profit and interest on capital.
- (II) That the overall remuneration payable to all the working partners shall be worked out at the percentage of Book Profit at the year end as follows :-

(a) On first Rs. 3,00,000 of Book Profit or in case of loss.	Rs. 1,50,000 or at the rate of the 90% of the book profit, whichever is more
(b) On the balance of the Book Profit	At the rate of 60%

For this purpose "Book Profit" means the net profit as shown in profit and loss Account for the relevant previous year computed in the manner laid down in Chapter IV-D of the Income tax Act, 1961 as increased by the aggregate amount of the remuneration payable to partners of the firm if such amount has been reduced while computing net profit.



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 N.P. SAMANTA
 REGD. NO. 36/89
 Notary, Cuttack

Samanta

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(III) That the amount of remuneration payable to the working partners as calculated above shall be allowed as salary to the working partners at the year end at the following proportions: -

Party of the Second part	100.00%
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(IV) That the rates of remuneration payable to the working partners may be revised to such other rates as may be prescribed by the Income tax act or as may be agreed by the partners from time to time.

10. That the partners shall be entitled to withdraw money from the firm to meet out their personal expenses according to the requirements of the respective partners, which shall be debited to the account of the concerned partners as and when the money is withdrawn.

11. (a) That the net profit or losses arising out of the firm's profession after allowing partners remuneration and interest to the partners shall be shared at the following proportions: -

Party of the First part	50.00%
Party of the Second part	50.00%

(b) That all the expenses relating to the payment of interest, remuneration etc. paid or credited to the partners shall be debited to profit and loss account of the firm and taken into consideration in arriving at the net divisible profit or loss amongst the partners.

12. That each of the partners shall be jointly and severally entitled :-

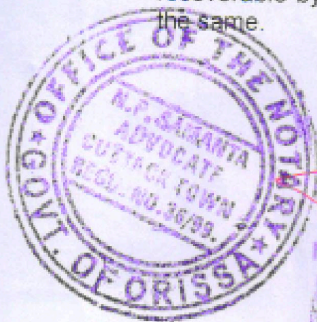
(a) to raise loan from bank or banks and/or other financial institutions, related persons against hypothecation or pledge of firms property or by providing such securities as they deem fit for the purposes of the partnership business.

(b) to represent the firm before all the Departments under the Central and provincial Government, Local Authorities, Bodies, Corporations, Development Authorities and other companies, Corporations, Private Companies and can do all the needful in the interest of the firm. His act done in the interest of the firm shall be binding on the firm and the partners. However the working partners shall be responsible for day to day working of the firm.

(c) to sign, draw, accept, negotiate, pay, satisfy or receive any bills of exchange, hundies, promissory note, cheques, orders for payment or delivery of money, security or bills of lading or other negotiable or mercantile instruments for and on behalf of the firm in the usual course of business.

(d) to ask, demand, sue for recovery and receive whether in cash, cheque or any other mode from any government department, private establishment or local authority all monies, dues, articles and things which shall become due, owing and payable to or recoverable by the firm on any account and to give an effectual receipt or discharge for the same.

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N.P. SAMANTA
REGD. NO. 36/89
Notary, Cuttack

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(e) to sign, execute and enter into all sorts of contracts, engagements and agreements pertaining to the business of the firm with any government, private establishment or local authority.

(f) to act on behalf of the firm generally.

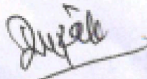

13. That the firm shall not be responsible for private debts of the partners and for the losses sustained in their individual capacity.
14. That all the partners shall be just and faith full to each other.
15. That in case of any dispute or differences amongst the partners about the partnership affairs, the matter shall be referred to arbitration by a person as may be agreed by all the partners.
16. That in case of death, retirement or insolvency of any of the partners, the firm shall not be deemed as dissolved and the remaining partners can continue the business in partnership on their own or in partnership with others or otherwise as they deem fit and on such terms and conditions as they decide at that time.

That save and except specifically mentioned in this deed the partnership shall be governed by the provisions of Indian Partnership Act, 1932.

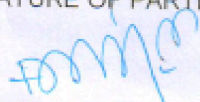
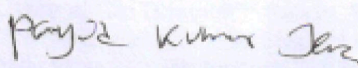
17. That all or any of the terms and conditions of this deed may be modified, altered or varied and any new terms and conditions may be added to by the mutual consent of the parties hereto to be expressed either in writing or implied from conduct.

In witness whereof the partners have set and subscribed their respective hands to this deed on this 28th day of November, 2015.

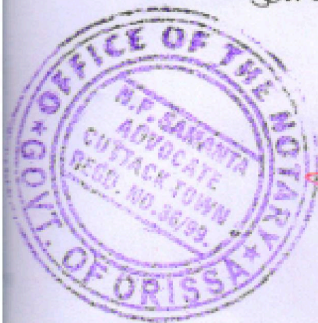
WITNESSES

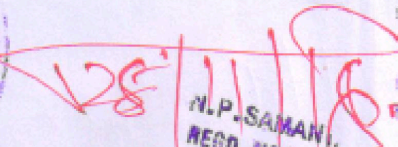
1. 
Rupak Agrawal
S/o Hemant Agrawal
Bilaspur L.R.
2. 
Mukesh Agrawal
Son of P.R. Agrawal
Bilaspur

SIGNATURE OF PARTNERS

- 
(Shri Rajib Lochan Bhanja)
- 
(Shri Payod Kumar Jena)

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N.P. SAMANTA
REGD. NO. 36/99
Notary, Cuttack

The above named deponent being identified by _____ Advocate solemnly affirm and states before me that the contents of this affidavit are true to the best of his/her knowledge and belief.

N.P. Samanta
Word No-36/99
Notary, Cuttack