


FORM VIII

REGISTER OF FIRMS

RegNo:	ICE0112023085984
Number of the firms on the Register:	APP-001584
Name of the firms:	INTERNATIONAL DIAGNOSTIC & MEDICAL CENTRE
Date of Application:	2024-04-27
Duration or date of registration:	At Will: 26/11/2018
Date of Dissolution:	
How dissolved:	

Important Notes:

Sl No. of documents	1	
Date of filling or Registration	28/04/2024	
Description of documents filed	Statement required for registration (form-1)	
NAME AND ADDRESS OF THE PARTNER AND THE DATE OF JOINING OR CHARGES THEREIN	Name	SMT LEKHA NANDI ABHISHEK NANDI AKASH NANDI
	Address (Permanent)	211/1, SUTIMATH ,PO- BEHRAMPORE, PIN-742101
		211/1, SUTIMATH ,PO- BEHRAMPORE, PIN-742101
		211/1, SUTIMATH ,PO- BEHRAMPORE, PIN-742101
Date of joining	26/11/2018 26/11/2018 26/11/2018	
Date of Changes / Date of joining or opening	Statement required for registration (form-1)	
PLACE OF BUSINESS OF THE FIRM	Principal Place	211/1, SUTIMATH ,PO- BEHRAMPORE, PIN-742101
	Other Place	

Date of closing or opening	Statement required for registration (form-1)
Recording of changes of constitution & also Withdrawal of minor Partners	
QR CODE	

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 187404

: DEED OF PARTNERSHIP :

THIS INDENTURE OF RE-CONSTITUTE PARTNERSHIP is made this 26th day of November, 2018 AMONG :

- i) SMT. LIKHA NANDI – Wife of Sri Bijoy Sankar Nandi, residing at 211/1, Sutirmath P.O. & P.S. Berhampore, in the district of Murshidabad, party of the FIRST PART;
- ii) SRI ABHISEK NANDI – Son of Sri Bijoy Sankar Nandi, residing at 211/1, Sutirmath, P.O. & P.S. Berhampore, in the district of Murshidabad, party of the SECOND PART;
- iii) SRI AKASH NANDI – Son of Sri Bijoy Sankar Nandi, residing at 211/1, Sutirmath, P.O. & P.S. Berhampore, in the district of Murshidabad, party of the THIRD PART;

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ক্রমিক নং..... ১৭০ মূল্য..... ১০০৮

তারিখ..... ২৬/০১/১৮

স্বাক্ষর.....

বাস.....

পেশা.....

Integrational diagnostic & Medical Center

42 Sarromayee Road

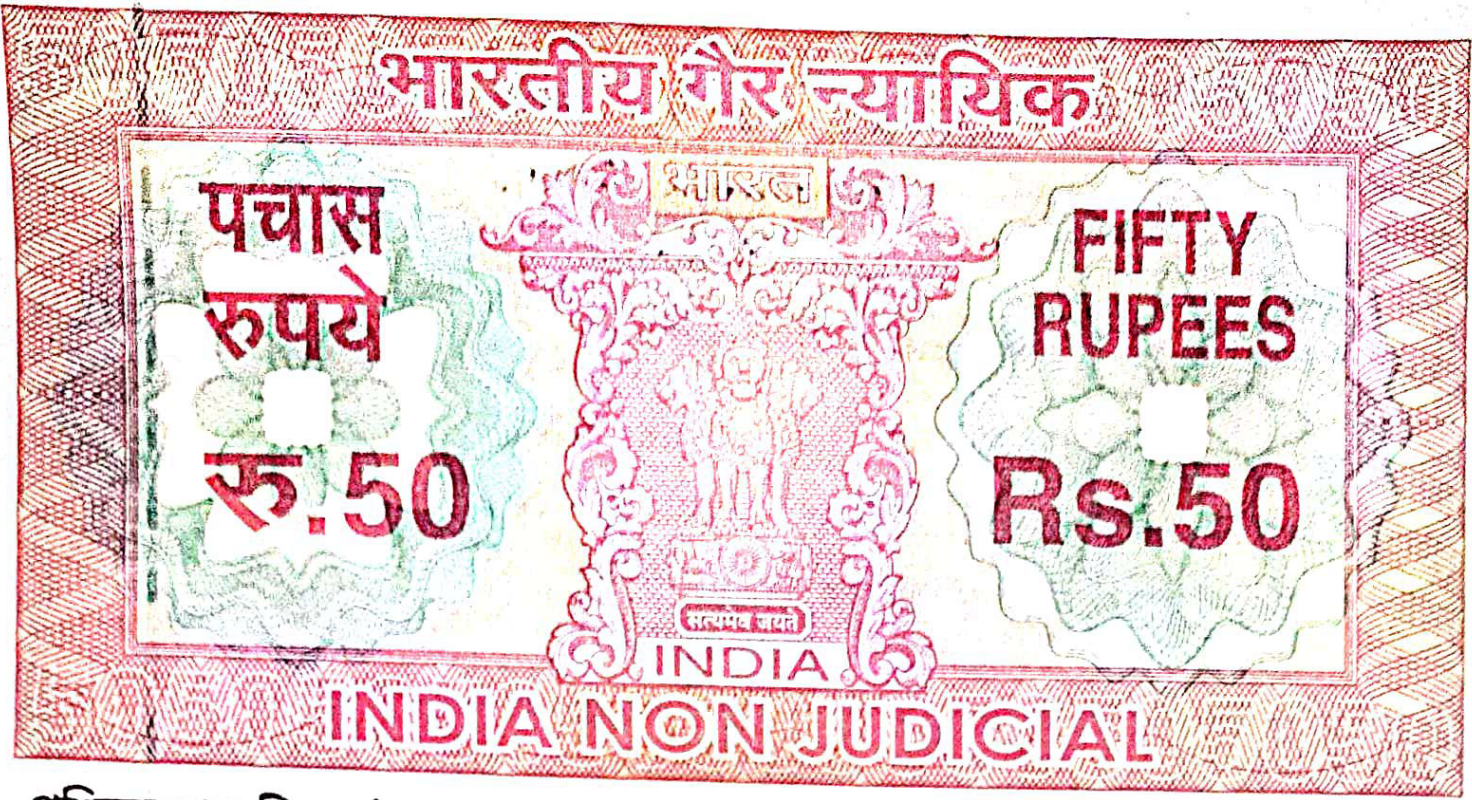
Bisharpur

স্টাম্প ভেঙার

মোঃ- মহিবুল ইসলাম

গ্রাম- বাহারপাড়া, থানা- শক্তিপুর, মুর্শিদাবাদ

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

X 958455

[2]

WHEREAS the Parties Hereto of Smt. Likha Nandi, Sri Abhisek Nandi and Sri Akash Nandi party of the FIRST PART to THIRD PART alongwith Sri Biswarup Halder (Previously party of the SECOND PART), Sri Subrata Biswas (Previously party of the FIFTH PART), Smt. Shampa Biswas (Previously party of the SIXTH PART), Smt. Barnali Halder (Previously party of the SEVENTH PART) and Sri Lakshmi Narayan Ghosh (Previously party of the EIGHTH PART) had been carrying on Re-selling of Medicine, Diagnostic Centre and Health Care Service under the tradename “ INTERNATIONAL DIAGNOSTIC & MEDICAL CENTRE ” at 42, Swarnamoyee Road, P.O. & P.S. Berhampore, in the district of Murshidabad under a deed of indenture dated 1st day of July, 2017. Originally the partnership deed was made on 20th day of November 2014 and It was amended by a deed of partnership dated on 05/10/2016.

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ক্রমিক নং..... ১৭২ মূল্য..... ০৮৬

তারিখ..... ২৫/০৯/১৫..... International Diagnostic & Medical Centre

স্বাক্ষর নাম..... ৭২, SWARNAMAYE Road. Centre

পদ..... ডাক্তার..... Berhampur

স্টাম্প দেওয়ার

মোঃ- মহিবুল ইসলাম

জাম- লাহরপাড়া, থানা- শক্তিপুর, মুর্শিদাবাদ

WHEREAS Sri Biswarup Halder, Sri Subrata Biswas, Smt. Shampa Biswas, Smt. Barnali Halder and Sri Lakshmi Narayan Ghosh have retired for the above named firm for their personal reason under an instrument of Deed of Retirement on and from 1st day of December, 2018.

AND WHEREAS for better and efficient management, for smooth carrying of the business and to avoid any future dispute and differences among them, the parties hereto have thought if fit and proper to record the fresh terms and conditions of this partnership business in writing and in due form of law.

NOW THIS INDENTURE WITNESSETH as follows :-

- 1) That the Re-constitute Partnership business would be carried on under the same name and style of "INTERNATIONAL DIAGNOSTIC & MEDICAL CENTRE" at at 42, Swarnamoyee Road, P.O. & P.S. Berhampore, in the district of Murshidabad provided; however that the Parties Hereto always have the option to change the place of business as well as open or close any branch or branches as and when they mutually so decided.
- 2) That the business of the Partnership firm would mainly be that of all kind of RE-selling of Medicine, Diagnostic Centre and Health Care Service business and the business as may be extended to any other line or lines of activities as may be mutually agreed upon and all such activities will also be governed by this indenture of Partnership.
- 3) That the Re-constitute Partnership business would be deemed to have been commenced on and from 1st day of December, 2018.

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4) That the books of accounts of the Partnership business would be kept and maintained at the place or places of business and shall remain open to inspection by the Parties Hereto at all reasonable hours.

5) That the books of accounts of the Partnership firm would be closed on the 31st day of March every year according to English calendar and the Profits or losses ascertained thereon would be shared or borne by the Parties Hereto as hereunder :

i) Smt. Likha Nandi 50%

ii) Sri Abhisek Nandi 25%

iii) Sri Akash Nandi 25%

6) That the balances standing in the credits of the personal ledger accounts of the Parties Hereto will be the capital of the Parties Hereto respectively. Simple interest shall be payable to the partners on their capital account at the maximum rate of interest allowed under section 40(b)(iv) of the I.T. Act, 1961. The Parties Hereto have mutually agreed to take 12% interest on their partners capital account. In no case interest shall exceed the operating book profit of the firm or less than zero.

7) That Partners being working partners are entitled to take salary, bonus, commission or Remuneration for the services rendered by them, such amount as allowable under the provision of section 40(b)(v) of the I.T. Act, 1961. The amount of salary paid or payable to the partners per year shall not exceed the aggregate amount computed as under :-

On the first Rs. 3,00,000/- of Book Profit at the rate of 90%

On the Balances of Book Profit at the rate of 60%

In case of loss no salary will be payable to partners.

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- 8) That bank account shall be opened in the name of partnership firm at any reputed Bank/Banks and shall be operated by any two out of three partners jointly and they may deposit and withdrawn money by cheque as and when to required, Bank Overdraft and Cash Credit facilities, Bank Guarantee, Bank Fixed Deposit may be taken in the name of the firm on such terms and conditions as may settled between partnership firm and the concerned bank or banks.
- 9) That Permits, Licenses, Tender, Order Supply etc. issued or granted in the name of the partnership firm will always belongs to the firm.
- 10) That the Management and control of the Partnership business shall be in the hands of the Parties Hereto equally and each of them will be treated as active partner.
- 11) That each of the partners entitled to draw from the Partnership firm for his/her personal or other expenses, such sum/sums as may be mutually agreed upon by the partners. The said amount shall be adjusted against their capital account at the end of the accounting year.
- 12) That the Partners shall have the power to take loan or borrow money from any person/persons or Bank/Banks, Financial Corporation on such terms and conditions as the Partners may think necessary for the business purpose and also be invest and lend money to any person or Mercantile firm, if they think proper.
- 13) That each Partner shall be just and faithful to each other and shall not do or suffer anything which may be detrimental to the interest of the partnership business. Every partner should have the minimum duties and responsibilities to carry out for the interest of the Diagnostic & Medical centre which will be fixed up in the board meeting.

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- 14) That no partner will be entitle to utilize the money of the Partnership firm for his/her personal gain.
- 15) At the time of discharging duties, a partner should have the freedom to take instant decision of his own if situation arise, in the interest of the Diagnostic & Medical Centre, provided the dedicion should be within the framework of guideline.
- 16) That no partner shall without the consent of the other partner in writing, sale, assign, mortgage or transfer his/her share or interest in the assets or properties of the firm.
- 17) That any of the Partners shall be entitle to sign on behalf of the firm of all contracts, bills, receipts, hoondies and such other documents and papers which may or shall be required to be signed by on behalf of the firm in ordinary course of its activities and written concurrence of all the partners shall be needed in case of matters of importance heavy financial commitments.
- 18) No Partner shall be entitle to transfer, assign or otherwise part with his/her share in the partnership business to any person or persons other than partners.
- 19) That in case of disputes between the partners regarding the Management and control of the Partnership. The same shall be referred to an arbitrator or arbitrators as may be appointed by the Partners jointly or singly and the opinion of the arbitrator or the majority of the arbitrators, as the case may be shall prevail.
- 20) That any of the Partners is competent to do all legal acts in course of law, to engage pleaders, solicitors etc. and do all necessary acts in Govt. Offices, Treasury, Sub-treasury, Railway Office, Post Office, Municipality Office, Sale Tax Office, Income Tax office, Local Bodies and other concern established by law and statute.

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- 21) That the Partnership business shall be governed by the Indian Partnership Act. Save and except that on the death, demise or retirement of any of the partner the firm shall not be dissolved but the Partnership business would be carried on by the surviving partner and the legal heir or nominee of the deceased partner working in Co-partnership as the case may be.
- 22) That the Partnership shall be "AT WILL" but a partner may retire upon giving three months previous notice should be placed in the Board meeting and the other Partner intimating his/her willingness to retire from this Co-partnership business, in event of retirement of a partner the business of the firm shall be carried on or continued by the surviving partner.
- 23) That the retired partner will get his/her capital at the time of his retirement, in this situation, the board of partners will take the decision of inclusion of a new partner and to purchase the share of the retired partner from the part of the firm or may allow any partner who is willing to purchase the share of the retired partner.
- 24) The retired partner will have no right to lodge any court case or complain to the judiciary system against the firm to jeopardise its functions or defame the goodwill of the firm.

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25) That any of the above terms and conditions may be varied, altered or added back or debited by consent of the Parties Hereto which may be either expressed in writing or implied from conduct.

IN WITNESS WHEREOF THE PARTIES HERETO have set and subscribed their respective hands, sealed on the date, month, and year above written.

SIGNED, SEALED & DELIVERED

In the presence of :-

1.

1. Likha Nandi.
(SMT. LIKHA NANDI)

2.

2. Abhisek Nandi.
(SRI ABHISEK NANDI)

3. Akash Nandi.
(SRI AKASH NANDI)