

337A/17

IV-720/17



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheet/s at the endorsement sheets attached with the document are the part of this document

Additional District Sub-Registrar,
Garia South 24 Parganas

59 JUL 2017

DEED OF PARTNERSHIP

THIS PARTNERSHIP DEED made this 19th day of July

Two Thousand Seventeen BETWEEN DR. NILADRI SAHA, Son of Sri Niharendu Bikas Saha, by faith-Hindu, by Nationality-Indian, by occupation-Medical Practitioner residing at Netaji Pally, Kamrabad, P.O & P.S.Sonarapur, District-South 24-Parganas, Kolkata-700 150, hereinafter called and referred to as the "FIRST PARTY" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) **OF THE ONE PART.**

Q-1-249907/17
19/07/17, 153

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

U 862324

(2)

AND

DR. SHASWATI SAHA BISWAS, wife of Dr. Niladri Saha and daughter of Sri Prabir Kumar Biswas, by faith-Hindu, by Nationality-Indian, by occupation-Medical Practitioner, residing at Netaji Pally, Kamrabad, P.O & P.S.Sonarpur, District-South 24-Parganas, Kolkata-700 150., hereinafter called and referred to as the "SECOND PARTY" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) **OF THE SECOND PART.**

WHEREAS both the parties are related to medical profession and have mutually decided to start a business of health care, diagnostic centre as well as other healthcare related business under the name and style as "M/S. GLOBAL ULTRASCAN AND DIAGNOSTIC CENTRE.

AND WHEREAS parties of the above two parts, hereinafter referred to as the Partners hereto have agreed to carry on the business of health care, diagnostic centre as well as other health related business or any other business, as may be decided mutually and for that purpose have agreed to form a partnership firm with effect from the Sixteenth day of September Two Thousand Thirteen under the name and style as "M/S. GLOBAL ULTRASCAN AND DIAGNOSTIC CENTRE. hereinafter called the PARTNERSHIP FIRM,

AND WHEREAS in safeguard the interest of the partners and the firm and also to avoid any future misunderstanding regarding the terms and conditions of the partnership. It is being deemed expedient and necessary to draw up a formal deed of partnership in writing under the terms and conditions should be set forth in appropriate legal Form :-

NOW THIS DEED OF WITNESSETH :- that it is hereby agreed to by and between the parties hereto as follows:-

1. That in pursuance of the mutual agreement and common intention of combining their respective labour, skill and capital, the parties named before, hereinafter referred to as partners have formed this partnership which is a partnership -at-will and the incidents of this partnership shall be governed by the provision of the Indian Partnership Act 1932.

2. **NAME OF THE FIRM:** The name & style of partnership shall be M/s GLOBAL ULTRASCAN AND DIAGNOSTIC CENTRE or any other name or names as partners may mutually decide.

3. **PLACE OF BUSINESS:** The principal/registered place of business shall be situated at FLAT-33, BLOCK-V, LOBBY-2, SHERWOOD ESTATE, P.O. NARENDRAPUR, P.S. SONARPUR, KOI, KATA-700103. however the partners upon their consensus of opinion may change the head office or any other place for activity of the firm to some other place or places.
4. **NATURE OF BUSINESS:** The business of the PARTNERSHIP shall be that of health care, diagnostic centre as well as other health and health diagnosis related business and the parties shall always be entitle to embark upon any other line of trade or business as they agree upon from time to time.
5. **COMMENCEMENT & DURATION:** The PARTNERSHIP business shall commence on and from Sixteenth day of September Two Thousand Thirteen and it will be treated as partnership -at-will. The partnership firm may be dissolved at any time with the mutual consent of both the parties hereto.
6. **CAPITAL:** the initially total capital of the Partnership Business is Rs.4,00,000/- (Rupees Four Lac) only, each partner investing Rs.2,00,000/- (Rupees Two Lakh) only. The capital of the partnership firm shall be contributed by both the partners in equal proportions. However, if any further capital is required the same shall be replenished by the aforesaid partners or loan may be taken from the outsider, bank or financial institution and the interest shall be paid at the suitable rate by the firm as its business expenditure prior to the arriving profit and loss for allocation. The accordance to the necessity or circumstance by the partner upon their mutual consent may take such loan/loans etc. by hypothecation or mortgage of the goods or any other asserts of the firm and pledging, security etc. in the matter of expenditure the volume of business of partnership.
7. **INTEREST:** Simple interest at the rate prescribed u/s 40(b) (iv) of the income

tax act 1961 shall be paid on the capital standing at the credit of the partners. The same shall be paid or credited to their accounts at the close on the each accounting year. Similarly if there is any debit balance in the accounts of any of the partners he/or she will have to pay the interest thereof @ 12% p.a however in case of loss or insufficient profit the partners can forgo the interest or may agree for interest lower than the prescribed rate per annum as agreed from time to time.

8. **REMUNERATION:** That both the partners of the firm have agreed to work in the partnership firm as working partners and they should perform such duty as they mutually agree from time to time. It is hereby agreed that both the partners shall be paid salary or Remuneration per month out of book profit of partnership firm as determined after charging the interest paid payable to the partners but before providing /charging any taxes on income. The salary/ Remuneration shall be calculated as per the provision of Sec 40 (v) of the income tax act 1961. How ever there being no book profit the working partners will not be paid any salary or remuneration as mutually agreed by the partners depending on the book profit of the firm. The Remuneration payable as above shall be due and credited to their respective accounts at the close of the accounting period when the final accounts on the firm are made up. The said partners shall be entitled to draw the salary, commission or Remuneration only after the end of the relevant accounting period. However nothing herein contained shall preclude any of the said partners from withdrawing any amount from the partnership firm against the amount standing to the capital or current account on his/her share of profit for the relevant accounting year in such manner as may be decided by the partners by mutual consent. The partners shall be entitled to increase or reduce the above salary commission or remuneration and may even agree not to pay the same to any partner/partners in case of loss. That in no case the aggregate salary, bonus and commission per year shall exceed the limit as fixed by the Income Tax Act. 1961 as amended from time to time. That the quantum of salary can be increased or reduced to a sum as will mutually be decided by

the parties hereof. Any drawings by the parties hereof as salary, bonus or commission in excess of the permissible limit as fixed by the Income Tax Act, 1961, from time to time, such amount/s shall be refunded to and/adjusted in the accounts at the close of the year and will be debited to their respective capital account/s as will be mutually be agreed by the partners, the parties hereof.

9. **SHARE OF PROFITS & LOSSES:** That the profits and losses of the partnership business as per the accounts mentioned by the partners after deduction of all expenses including interest and Remuneration in accordance with the clauses of this deed shall be divided amongst the partners in the following proportions:

a)	DR. NILADRI SAHA	50%
b)	DR. SHASWATI SAHA BISWAS	50%

10. **MANAGEMENT:** Each partner hereto shall carry on his business of the firm according to his/her convenience on behalf of the partnership firm in consultation with each other and by mutual cooperation to the best of the partnership.

11. **BOOKS OF ACCOUNTS :** Proper books of accounts shall be kept and maintained as ease usually done in such business. All the partners shall have full and free access to the books of accounts and they shall also be entitled to take copies their off as and when required. The books of accounts shall be kept in English language and the same shall remain at the principal place of business and / or at such other place as the partners may mutually agree.

12. **ACCOUNTING YEAR :-** The account shall be made and the balance sheet shall be prepared at the end of each year the accounting year of the firm shall commence on the 1st day of April and shall be closed on the 31st day of March each year.

13. BANK ACCOUNT: The firm shall have bank account or accounts in any Nationalize or Private bank/ banks as the partners mutual decide such bank account/ accounts/ shall be operated by the partners.

14. DUTIES OF PARTNERS: each partners shall :-

(i) Pay to the partnership firm all the monies and cheques that may be received by him/or her on account of partnership firm.

(ii.) Pay his debts and indemnity to the other partner and the firm against the loss that may be suffered either by the partners or by the firm due to personal act of any or the partners.

(iii) Just and faithful to one another during the continuance of partnership and shall furnish to one another full accounts and complete information with regard to all matters relating to partnership business and shall do any act or thing where by the interest by other partners may be prejudicially affected.

15. RIGHTS OF THE PARTNERS:

(i) Each partners is empower to appoint and authorize any council , attorney or any other person to defend or present or file suits, appeals and applications for or on behalf of the firm in the manner necessary and advantageous to the firm before any court, civil or criminal, revenue or any other public office.

(ii) Each partner is empowered to enter into any agreement, contract, arrangement, compromise, settlement etc. for and on behalf of the firm and will be treated not only as principle but also as agent of the other in all such lawful transactions of the firm or any other matter connected with the affairs of the firm

16. ACTS FORBIDDEN :-

No partner shall without the consent in writing of other partner/s:

- (i) Employ any of the partnership monies or goods or assets or pledge the credit thereof extent in the ordinary and normal course of business and on account and for the benefit of the partnership business.
- (ii) Assign, transfer or otherwise dispose off, or mortgage or charge the share in the firm or any part thereof or make any other person or partner with him therein
- (iii) Lend any of the partnership monies to any person save and except in the normal course of partnership.
- (iv) Give any credit or deliver any goods on credit to any person or persons whom the other partner shall have previously forbidden.
- (v) One entitled or any person of nearest the business of the same line of trade.
- (vi) Enter into any bond or become bailey, surety or guarantor on the person or do or cause or suffer to be done anything thereby the partnership property or any part thereof may be seized attached or taken in execution of decree or other.
- (vii) Compromise compound or release or discharge any debt of the Partnership, saves and expect during the normal course of business and in the interest of the partnership.
- (viii) Draw or accept or endorse any bill or exchange or promissory note or any other negotiable instrument for the purpose other than the partnership.
- (ix) Shall not draw any amount more than Rs. 10,000 at a time, if more, it shall be mutually agreed by and between the partners.
- (x) Do any act or thing whereby the assets of the firm or its interest therein shall become liable for any private debt or obligation.
- (xi) Do any act or thing where by the firm or its property may be prejudicially affected and in particular divulge any business secret of the firm.

17. **ADMISSION OF A NEW PARTNER:** That a new partner may be admitted into

the partnership on such terms and conditions as may then be mutually agreed upon amongst the partners. But only if all the partners for the time being agree to such admission.

18. **RETIREMENT:** If any of the said partners desires to retire from the business, he/she shall the other partners on month's previous notice in writing or leaving such a notice at the Principal Place of business and on the expiry of the one month from the date if such notice, a full and proper account shall, within one month after such determination, be made and taken of the partnership affairs and transactions and of the monies, credits and effects, debts and liabilities of the said firm and the assets of the business not consisting of money, shall be converted into money in necessary and the said money, credits and effects shall be applied in the following manner that is to say, first in payment of the debts and liabilities of the partnership business, in paying to each partner of the advance made by him to the firm, in repaying to ach partner of the capital they are respectively entitled to and the surplus of the said moneys, credits shall be respective shares in the Profits of the firm, as stipulated else in this deed.

19. **DISSOLUTION & CONTINUATION:** Partnership shall not be dissolved at the death of the continuing and in case of death of the surviving partners in the partnership with or without the or legal representatives of the deceased on such terms and conditions as may then be agreed upon.

20. **ARBITRATION ::** All disputers which arise amongst the partners or their representatives in respect of the conduct of the business of the partnership or in respect of the construction, meaning applicability, interpretation or otherwise of the terms and conditions of the deed or in respect of any matter, case or thing what so ever not therein otherwise provided or whether during or after the determination of partnership, shall be referred to arbitrators, one to be nominated by each umpire to be chosen by the arbitrators and very such reference shall be deemed as an arbitration under the Indian Arbitration Act. The

previous of the said act or any statutory modification thereof for the time being in force shall apply.

21. **AMENDMENTS :** That any of the above terms may be varied, altered or added with the mutual consent of all the partners hereof to be either expressed in writing or implied from conduct.

22. **PARTNERSHIP ACT:** that the partnership shall be governed by the provisions of the Indian Partnership Act, 1932 or any other statutory modification thereof for the time being in force, save and except the provisions made therein before.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and signatures on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In Presence of WITNESSES :-

1. *Subha Shosh*
RAJPUR - Kol - 149

Niladi Saha
SIGNATURE OF THE FIRST PARTY

2. *[Signature]*
Baruipur Civil Court

Shaswati Saha Biswas
SIGNATURE OF THE SECOND PARTY

Drafted by :-

[Signature]
(TARUN KANTI CHAKRABARTI)

Advocate (F. No. 853/95)

Baruipur Civil Court.

Printed by :- *C. K. Jau*

Sonarpur., Kolkata-700 150.



ভারতীয় বিশিষ্ট মানব আধিকার
ভারত সরকার
 Unique Identification Authority of India
 Government of India

নিকটস্থ আই ডি / Enrollment No. : 2010117521/03372

To
 Shaswati Saha Biswas
 শশ্বতী সাহা বিশ্বাস
 W/O: Niladri Saha

09/04/2014

KAMRABAD NETAJI PALLY
 Rajpur Sonarpur (M)
 Sonarpur, South 24 Parganas
 West Bengal - 700150



KL865149921FT
 86514992



আপনার আধার সংখ্যা / Your Aadhaar No. :

4133 6069 1206

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India



শশ্বতী সাহা বিশ্বাস
 Shaswati Saha Biswas

জন্মতারিখ/DOB: 26/01/1977
 মহিলা / Female

4133 6069 1206



আধার - সাধারণ মানুষের অধিকার

Shaswati Saha Biswas

ভারত সরকার
Government of India

নীলাদ্রি সাহা
NILADRI SAHA

জন্মতারিখ/DOB: 14/12/1976
পুরুষ / Male

5127 2004 0632



আধার - সাধারণ মানুষের অধিকার

Niladri Saha



অধিদপ্তর

ভারতীয় পরিচয় পরিষদ
Unique Identification Authority of India



বিনয়াল: /: নিহারেন্দু বিকাশ
সাহা, কামরাবান নেতাজী পল্লী
রাজপুর সোনারপুর (এম), সোনারপুর
দক্ষিণ ২৪ পরগনা, পশ্চিম বঙ্গ,

Address: S/O. Niharendu
Bikash Saha,
KAMRABAD NETAJI PALLY,
Rajpur Sonarpur (M), South
24 Parganas, Sonarpur,
West Bengal, 700150




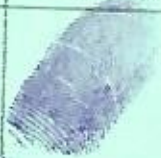







5127 2004 0632



Photo	Left Hand	Thumb	1st Finger	Middle Finger	Ring Finger	Small finger
	Right Hand					












Name

Signature

	Left Hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small finger
						
	Right Hand					

Name

Signature ✓ Niladri Saha

	Left Hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small finger
						
	Right Hand					

Name






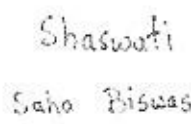
Signature ✓ Shaswati Saha Biswas

Photo	Left Hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small finger
	Right Hand					

Major Information of the Deed

Deed No :	IV-1629-00720/2017	Date of Registration	19/07/2017
Query No / Year	1629-1000249907/2017	Office where deed is registered	
Query Date	14/07/2017 2:13:20 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Tarun Kanti Chakrabarti Baruipur Civil Court, Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700144, Mobile No. : 9831595331, Status : Advocate		
Transaction	Additional Transaction		
[4201] Partnersip, Partnership			
Set Forth value	Market Value		
Rs. 4,00,000/-			
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 150/- (Article:46A)	Rs. 7/- (Article:E)		
Remarks			

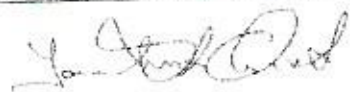
Partner Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Fringingerprint	Signature
1	Dr Niladri Saha (Presentant) Son of Mr Niharendu Bikas Saha Executed by: Self, Date of Execution: 19/07/2017 , Admitted by: Self, Date of Admission: 19/07/2017 ,Place : Office	 <small>19/07/2017</small>	 <small>LTI 19/07/2017</small>	 <small>19/07/2017</small>
Netaji Pally, Kamrabad, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal India, PIN - 700150 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, Status :Individual, Executed by: Self, Date of Execution: 19/07/2017 , Admitted by: Self, Date of Admission: 19/07/2017 ,Place : Office				
2	Dr Shaswati Saha Biswas Wife of Dr Niladri Saha Executed by: Self, Date of Execution: 19/07/2017 , Admitted by: Self, Date of Admission: 19/07/2017 ,Place : Office	 <small>19/07/2017</small>	 <small>LTI 19/07/2017</small>	 <small>19/07/2017</small>
Netaji Pally, Kamrabad, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal India, PIN - 700150 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India, Status :Individual, Executed by: Self, Date of Execution: 19/07/2017 , Admitted by: Self, Date of Admission: 19/07/2017 ,Place : Office				

Identifier Details :**Name & address**

Mr Tarun Kanti Chakrabarti
Son of Late M K Chakrabarti
Baruipur Civil Court, P.O:- Baruipur, P.S:- Baruipur, District:-South 24-Parganas, West Bengal, India, PIN - 700144, Sex:
Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Dr Niladri Saha, Dr Shaswati Saha Biswas

19/07/2017

**Endorsement For Deed Number : IV - 162900720 / 2017****On 19-07-2017****Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number :
46A of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13:53 hrs on 19-07-2017, at the Office of the A.D.S.R. GARIA by Dr Niladri Saha , one of
the Executants.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 19/07/2017 by 1. Dr Niladri Saha, Son of Mr Niharendu Bikas Saha, Netaji Pally, Kamrabad,
P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by
Profession Professionals, 2. Dr Shaswati Saha Biswas, Wife of Dr Niladri Saha, Netaji Pally, Kamrabad, P.O:
Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by
Profession Professionals

Indetified by Mr Tarun Kanti Chakrabarti, , Son of Late M K Chakrabarti, Baruipur Civil Court, P.O: Baruipur, Thana:
Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid
by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 150/- and Stamp Duty paid by Stamp Rs 150/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1142, Amount: Rs.100/-, Date of Purchase: 14/07/2017, Vendor name: SANKAR KUMAR SARKAR
2. Stamp: Type: Impressed, Serial no 1143, Amount: Rs.50/-, Date of Purchase: 14/07/2017, Vendor name: SANKAR KUMAR SARKAR



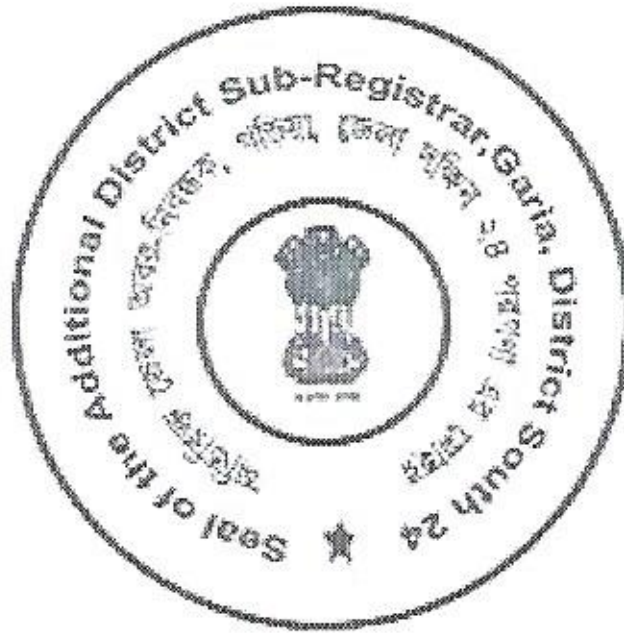
Abhijit Bera
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1629-2017, Page from 9462 to 9480

being No 162900720 for the year 2017.



Digitally signed by ABHIJIT BERA
Date: 2017.07.20 12:50:57 +05:30
Reason: Digital Signing of Deed.

(Abhijit Bera) 7/20/2017 12:50:57 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.

(This document is digitally signed.)