

SL. NO... 514 ..... 22/11 of 2022



# -:Notarial Certificate:-

TO ALL MEN THESE PRESENTS SHALL come, I MUKUL SRIVASTAVA appointed by the Government of India as a NOTARY being authorised to practice as such in the District of KOLKATA in the state of WEST BENGAL within union of India do hereby verify, authenticate, certify, attest as under the execution of the instruments, do hereby declare that the paper writing collectively Marked 'A' annexed hereto hereinafter called the paper WRITINGS 'A' are presented before me by the EXECUTANT (S)

M/S Vinayaka Clinic  
36/2 Hind Road.  
P.S Survey Park.  
Kolkata - 700075



Here after referred to as the executants (s) on this ..... 22/11/22 .....

The executants(s) having admitted execution of the 'PAPER WRITINGS A' in respective hand (s) in the presence of the witnesses who as such subscribe (s) signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand(s) of the executants (s).



AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may required.

*Mukul Srivastava*  
M. SRIVASTAVA  
Notary Regn. No. 8087/10  
Govt. of India  
Sealdah Court  
Kolkata

IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed by hand and affix my Notarial seal of Office at Sealdah Court at Sealdah in the Dist. at Kolkata on this ..... 22/11/22 .....

*Mukul Srivastava*

MUKUL SRIVASTAVA  
NOTARY  
Govt. of India  
Regn. No. 8087/10  
Sealdah Court.

22 NOV 2022





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AM 875142



: DEED OF PARTNERSHIP :

THIS DEED OF PARTNERSHIP made this 22nd Day of November, TWO THOUSAND AND TWENTY TWO in Christian Era:

: BETWEEN :

SHRI NITAI DEBNATH (PAN NO. AOIPD0095A) son of, Late Manindra Chandra Debnath by faith Hindu, by occupation business, aged about 41 years residing at 36/2, HIND ROAD 2<sup>ND</sup> FLOOR, FLAT-3A, PO: SANTOSH PUR, PS: SURVEY PARK, KOLKATA-700075 hereinafter referred to as the party hereto of the "FIRST PART" (which term or expression shall be deemed to mean and include her heirs, executors, representatives and assigns)

M. SRIVASTAVA  
Notary Regd. No. 8087/14  
Govt. of India  
Sealdah Court  
Kolkata

22 NOV 2022

Sufadeef Saha

Nitai Debnath

R

To.....  
 Name.....  
 Address.....  
 Rs.....

22 NOV 2022  
 C.M.M.'s Court  
 2, Bankshall Street, Kol-1

102040  
 Vinayaka Clinic  
 36/2, Hind Pu  
 Kol-75



**ABANISH KUMAR DAS**  
 Govt. license Stamp Vendor  
 C. M. M.'S Court  
 2, Bankshall Street, Kol



100 + 50  
 150/-

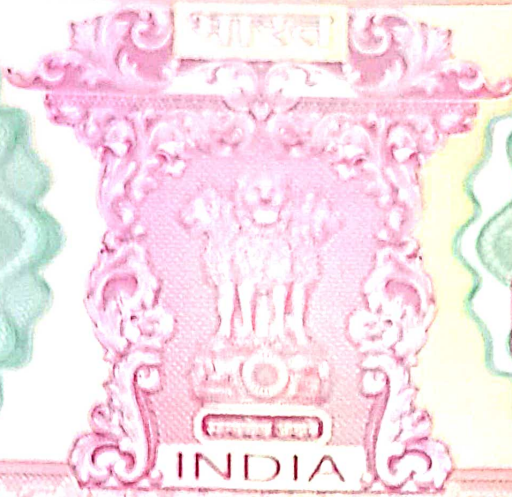


STAMP FROM B C



भारतीय गैर न्यायिक

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रुपये  
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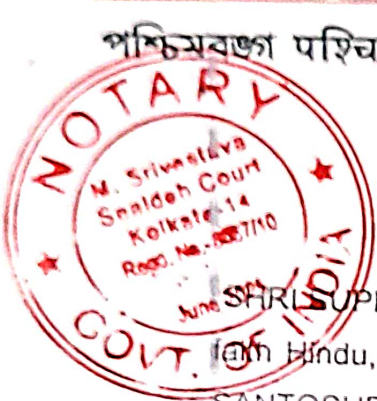


FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AG 564837



: AND :

SHRI SUPRADEEP SAHA (PAN NO: GWIPS2750D) son of Shri Dipak Saha, by  
him Hindu, by occupation business, aged about 26 years residing at 59, NEW  
SANTOSH PUR MAIN ROAD, PO: SANTOSH PUR PS: SURVEY PARK,  
KOLKATA-700075, hereinafter referred to as the party hereto of the "SECOND  
PART" (which term or expression shall be deemed to mean and include his heirs,  
executors, representatives and assigns)

*Supradeep Saha*

M. SRIVASTAVA  
Notary Regn. No. 8087/10  
Govt. of India  
Saldah Court  
Kolkata

*N. Sai*

22 NOV 2022

... commenced on and from 22nd of Nov 2022

Sold To.....  
Name.....  
Address.....  
Rs.....

22 NOV 2022  
C.M.M.'s Court  
2, Bankshall Street, Kol-1

102010  
Vinayaka Clinic  
36/2, Hind Rd  
Kor 75

~~ABANISH KUMAR DAS  
Govt. License Stamp Vendor  
C. M. M.'S Court  
2, Bankshall Street, Kol~~

$\frac{100+50}{150/-}$



MY SEAL  
'A'

AND WHEREAS parties hereto of the FIRST AND SECOND PARTS have intended to form a partnership on the terms and condition as have been mutually settled in an instrument of partnership to avoid any misunderstanding in future.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1) NAME:

THAT the firm shall continue its business under the name and style of "M/S. VINAYAKA CLINIC" or under such name(s) as the partners may mutually decide / agree upon from time to time.

2) COMMENCEMENT:

THAT the partnership shall be deemed to have commenced its business on and from 22nd day of November, 2022.

3) PLACE OF BUSINESS:

(A) THAT the business of the firm shall be carried as usual at , 36/2, HIND ROAD 2<sup>ND</sup> FLOOR, FLAT-3A, PO:SANTOSH PUR, PS: SURVEY PARK, KOLKATA-700075 or at such other place(s) as the partners shall from time to time agree upon.

BRANCHES:

(B) THAT the partners on mutual consent be entitled to open and / or close down branch or branches of the firm at any place(s) as the partners may decide.

4) OBJECT OF BUSINESS:

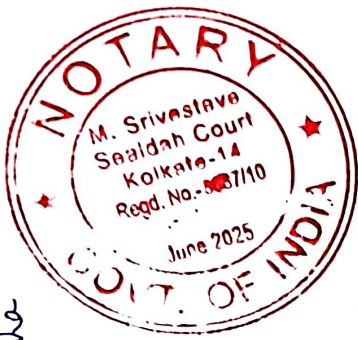
(a) THE partnership shall carry on the business as Pathological Laboratory and other health care services in India or elsewhere, either alone or jointly with one or more person, Government, local or other bodies.

AND

(b) To carry on in India or elsewhere the business to sell, resell, acquire, import, export, barter, transport, store, forward, distribute, dispose, handle market, supply, work and to act as agent, broker, representative, consultant, collaborator, stockist, job workers or otherwise to deal in all shapes, size varieties, capacities and all kinds of Health Care product.

5) DURATION:

THAT the Partnership Business shall be deemed to have commenced on and from 22nd of November, 2022 by these presents and shall be Partnership-At-Will nevertheless be subject to determination as hereinafter provided be known.



Subscribed Saha

Nitai Deb Nath

M. SRIVASTAVA  
Notary Regn. No. 8087/14  
Court of India  
Kolkata

24 NOV 2022

MY SEAL  
'A'

## 6) CAPITAL:

THAT the initial Capital of the firm shall be Rs.10,00,000/- (Rupees Ten Lakh only) to be invested by all parties hereto in equal proportion.

## 7) ADDITIONAL CAPITAL:

(a) THAT if at any time the Firm is in need of any financial Assistance, the same shall be arranged by the partners at the First instance. If at any time such financial assistance is required to be provided by any of the partner in the share of advancing Loan to the Firm, such partner may be provided with interest @ 10% P.A. the money so advanced until such advance is fully paid or the Firm may also raise loan from Banker or any other person or from any financial organisation, on such terms and conditions as the partners may from time to time agree upon.

(b) THAT no loan shall bind the Firm unless it is taken jointly and with the consent of all the Partners. In other words, in case of raising any Loan from Bank or any other Financial Organisation, all the partners shall do the needful jointly.

## 8) SHARE OF PROFIT:

THAT the partners shall be entitled to profit and liable for the losses of the firm including the Loss of Capital in the following proportion:

Party hereto of the FIRST PART	:	50	%
Party hereto of the SECOND PART	:	50	%

## 9) DRAWINGS:

(a) THAT with the consent of other Partner hereof each partner shall be entitled to draw out of the Partnership, Business any sum or sums of money for his own use and such sum or sums of money shall be debited to his personal account and adjusted at the end or the year.

(b) THAT every partner shall be entitled to a monthly remuneration of not exceeding Rs. 50,000/- And interest of Capital @ 12% P.A. or at such other rate / rates as may be mutually agreed upon.

## 10) OPERATION OF BANK ACCOUNT:

THAT the Firm may open a Bank Account or Accounts in its own name in any Bank or Banks and all such Banking Accounts or Account as the case may be, shall be operated under signature of both the Partner.

M. SRIVASTAVA  
Notary Regn. No. 8087 / Lt  
Govt. of India  
Sealdah Court  
Kolkata

21 NOV 2021

Supradip Saha

Niraj Deb Nath

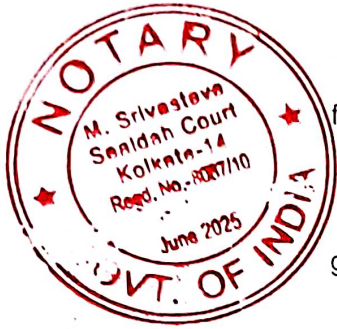


MY SEAL  
'A'

11) ACTS FORBIDDEN:

THAT No partner shall without the consent of the other partners:

- a. Compound, release or discharge any debt within shall be due or owing to the partnership without receiving the full amount thereof.
- b. Become bail surety or security for any person or corporation or knowingly suffer anything, whereby the property of the partnership may be seized, attached or taken in execution.
- c. Assigns or mortgages his share or interest in the partnership.
- d. Introduce any person or persons as a partner in the firm directly or indirectly without permission of the other partner during the continuance of this partnership.
- e. Sign, draw, endorse or negotiate any bill promissory note, bond or other security in the name of or on behalf of the firm other than the bona fide bills, notes or securities of the firm which shall have regularly recorded in the books thereof,
- f. Lend money or give credit to or have any dealing in behalf of the partnership with any person or company whom the other partner(s) shall previously have forbidden him to trust or deal with.
- g. Shall have any right or option to carry on any separate business in the same line in any manner whatsoever without the written consent of the other partners.



12) MAINTENANCE OF BOOKS AND ACCOUNTS:

- (a) THAT Proper books of accounts shall be kept and entries made therein of all such matters, transaction and things as are usually entered books of accounts kept by persons engaged in concerns of a similar nature.
- (b) On the 31<sup>st</sup> day of March every year, a general account shall be taken of the assets and liabilities of the partnership and of the dealings transaction of the partnership during the preceding year and of all matters and things usually comprehended in account of alike nature taken by person engaged in a like business, an in taken such account just valuation shall be entered in a book which shall be signed by all the partners and when so signed shall be binding on them said that if any manifest error shall be found therein and signified by any partner to the partner other partner within one year of the signature the same shall be rectified.

M. SR'VASTAVA  
Notary Regn. No. 8087/10  
Govt. of India  
Sealdah Court  
Kolkata

21 NOV 2022

Supradeep Saha

Nitai Deb Nath

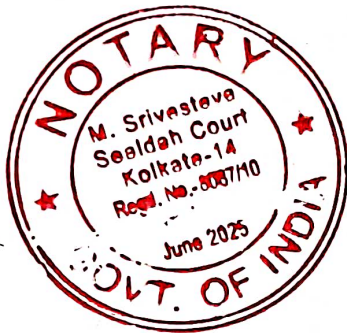


## 13) EFFECT OF RETIREMENT:

- (a) THAT no partner shall be entitled to retire or withdraw from the Partnership except by serving 60 (Sixty) days previous notice in writing to that effect upon the other Partner.
- (b) THAT during the continuance of the present partnership the withdrawal or retirement by any partner shall not have the effect in dissolving the business so far as the continuing partner is concerned and in such case withdrawing or retiring partner shall be entitled to get the balance or capital account as appearing up to date of his notice of withdrawal or retirement together with the share of profit or Loss, if any computed upto the date of his retirement AND the retiring partner shall either forthwith pay to the retiring partner or on instalment basis according to the firm's then financial capacity, if on adjustment of such accounts, any amount is found outstanding against him but in no case payment shall be deferred more than one year. Be it clearly mentioned that the retiring partner shall have no claim in respect of the Goodwill of the Business and pending engagement if there be any.

## 14) EFFECT OF DEATH: INCAPABILITY OF LUNACY:

THAT during the continuance of the present Partnership the death or physical incapacity or lunacy of any of the party hereto shall not have the effect of dissolution of business so far as the surviving partners are concerned and that on such event the heir or successor or legal representative of the deceased, incapable or lunatic partner shall have the First option to be and become a partner on the same terms and conditions and with the same rights and liabilities as that of the deceased, incapable or lunatic partner. If the heir or successor or legal representative of the deceased, incapable or lunatic Partner fails to intimate his / her (as the case may be) intention specifically in regard to joining in this partnership business within 60 days from the date of death, lunacy or incapability, in that event the surviving and remaining partner shall have the right to admit a partner of their choice or the surviving and remaining partners may carry on with the business without admitting any one as partner Provided always after paying and liquidating the dues of the deceased, incapable and lunatic partner in respect of the credit balance of the capital account, proportionate share of goodwill, estimated profit on pending engagement, and



*N. Sri Debnath*

**M. SRIVASTAVA**  
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Govt. of India  
Sealdah Court  
Kolkata

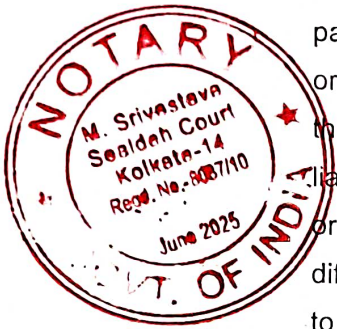
**22 NOV 2022**

*Sudadeep Saha*

proportionate value of the assets as to be acquired in course of business subject to deduction of proportionate liabilities and creditors, be it clearly mentioned that the right of carrying and continuing the business by the remaining and surviving partner shall on making payment of the dues herein above stated, by the remaining and surviving partner to the heirs, successors and legal representative of the deceased or incapable or lunatic partner as the case may be.

15) OTHER TERMS AND CONDITIONS:

- (a) Any notice hereby authorised or required to be given to the said partners or any of them shall be sufficiently given by leaving the same addressed to them or him at the principal place of business of the said firm.
- (b) If during the continuance of Partnership or at any time afterwards any dispute, difference or question shall arise between the said partners or any of them or their representatives touching the partnership or the account of the transaction thereof the dissolution or winding up thereof or the constructions meaning or effect of there presents or anything therein contained or the rights and liabilities of the partner or their representatives under these present or otherwise in relation to the premises then every such dispute, difference or question shall be referred to a sole arbitrator pursuant to the Arbitration Act, 1940 or any statutory modification or re-enactment thereof for the time being enforce.
- (c) The Partnership will be governed by the Indian Partnership Act except modified above.
- (d) THAT on dissolution of business, the assets and properties of the business shall be divided between the parties hereto according to their Profit / Loss sharing ratio after meeting the creditors and liabilities.



*Nitin Albrat*

*[Signature]*

**M. SRIVASTAVA**  
Notary Regn. No. 8087/10  
Govt. of India  
Sealdah Court  
Kolkata

**22 NOV 2022**





IN WITNESS WHEREOF the parties hereto have put their signs on the day month and year first above written.

WITNESS:

1) Jamuna Debnath

Nitai Debnath

Party hereto of FIRST PART

2) Nishwarya Roy

Supradip Saha

Party hereto of SECOND PART



Identified by \_\_\_\_\_

Supradip Saha  
Advocate.

WB/349/1996

Signature of Executant  
Reason on Identification by  
Advocate/Lawyer  
At Sealah Ce

M. SRIVASTAVA  
Notary Regn. No. 8087/14  
Govt. of India  
Sealah Court  
Kolkata

22 NOV 2022