



उत्तर प्रदेश UTTAR PRADESH

AD 576610

PARTNERSHIP DEED

01 OCT 2019

This Partnership Deed made on this day 6th day of November, 2019 between-(1) Dr. Shyam Narain Gupta S/o Dr Ram Roop Gupta, R/o A-1/76 Viram Khand, Gomti Nagar, Lucknow hereinafter called as the first party and (2) Dr. Mamta Gupta, D/o Late Ramesh Chand Gupta R/o A-1/76 Viram Khand, Gomti Nagar, Lucknow hereinafter called as the second party .

WHEREAS party No. 1 & 2 will carry on partnership business under the name & style of **Sanjivini Hospital and Research Centre** , in terms of partnership deed executed on today dt. 06/11/2019.

WHEREAS the parties named above hereby agreed to carry on the business in partnership with Head Office at CP-23 Viraj Khand, Gomti Nagar Lucknow-226010 under the name & style of Sanjivini Hospital and Research Centre .

AND WHEREAS with a view to define their realizations and record their respective rights and obligations, the parties have to execute this deed governing the terms and conditions on which they shall continue to carry on the profession in partnership.

Contd.2

(Signature)

(Signature)



उत्तर प्रदेश UTTAR PRADESH

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EZ 898437

NOW THIS PARTNERSHIP WITNESSES AS UNDER

1. That the partnership witnessed by this Deed shall be deemed to be effective from the 6th day of Nov , 2019 and shall continue till determined by the partners.
2. That the name and style of the business shall continue to be Sanjivini Hospital and Research Centre
3. That the principal place of business of the firm shall be at CP-23 Viraj Khand, Gomti Nagar Lucknow-226010, which can be changed with the mutual consent of all the partners for future convenience.
4. That the partnership business shall be for the purpose of providing services for the Nursing home and Research Centre.
5. That the capital of the firm shall be as reflected in the books of accounts of the firm by way of contribution by the partners in the business.
6. That the simple interest on Capital may vary between 6% to 12% depending on profit shall be allowed to the partners on the amount standing to their credit in their capital account .It has further been decided amongst the partners that the rate of interest can be revised by way of the increase, decrease or withdrawal thereof allowing it for any specific period or for whole of the year as may be mutually decided between them from time to time. The entries made in the accounts books shall be conclusive evidence of such agreement between them and shall be binding on them. The interest can be paid either in cash or by crediting; adjusting the accounts either monthly or at any time during the year or at the close of the year, or at the opening balance in the capital account at the time of the beginning of the year shall be necessary expenditure for the purpose of carrying on the business.

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उत्तर प्रदेश UTTAR PRADESH

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7. That the partners who are actively engaged in conducting the partnership business and for these purposes each of them shall be allowed remuneration (salary) on monthly basis as mutually agreed between the partners.

The remuneration of Partners will be as follows:-

- Dr Shyam Narain Gupta @ Rs. ,300,000/- P.M.
- Dr. Mamta Gupta @ Rs.1,00,000 /- P.M.

It has further been agreed between them that the remuneration can be revised by way of increase, decrease or withdrawal thereof or further any allowance, bonus or commission be allowed to any or all of them for any specific period or for whole of the year as may be mutually agreed between them from time to time and the entries made in the books of account shall be conclusive evidence of such agreement between them and shall be paid either in cash or by crediting adjusting the account either monthly or at any time during the year or at the close of the year and shall be treated as necessary outgoing for the purposes of carrying on the business . The remuneration (salary) shall be calculated as defined in explanation 3 to clause 40(b)/40(ba) of the Income Tax Act, 1961, or any other applicable provisions as may be in force for the income Tax Assessment of the partnership firm for the relevant accounting period.

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उत्तर प्रदेश UTTAR PRADESH

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8. That the profits or losses of the firm including the loss of the capital, if any, shall be divided and born by the partners in the following proportions:-
- | | | | |
|-----|------------------------|---|-----|
| (1) | Dr. Shyam Narain Gupta | : | 70% |
| (2) | Dr. Mamta Gupta | : | 30% |
9. That the partners may by their mutual consent can add, alter, or delete any terms of this partnership at any time.
10. That this partnership shall be AT WILL, it can be dissolved at any time with the mutual consent of the partners on one month's written notice by one partner to the other. However, in case of death of any partner, partnership shall not be dissolved. The remaining partner shall continue, carrying on the business in partnership with the legal heir /heirs of the deceased partner who shall step into the shoes of the deceased partner, carrying on the business in partnership.
11. That all the necessary books of accounts shall be kept and properly posted and shall not be removed from the place of business without the consent of the other partner. Each partner shall have free access to them at all reasonable times and shall be at liberty to make such extract there from as he may think fit.


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12. That the books of accounts shall be closed every year on 31st March after taking into account the necessary incidental, consequential things pertaining to the business of the firm, and the net profits (or losses) shall be credited (or debited) in the personal accounts of the parties in accordance with the clause 8 above.
13. That the partners are at liberty to carry on their own business independently other than of the business of the partnership or the same business as mutually decided upon.
14. Each partner shall pay his separate debits punctually and indemnify the other partner in respect of the capital and the property of the partnership against any attachment, seizure, or sale thereof.
15. That bank account shall be operated by the single signature of Dr. Shyam Narain Gupta. All the disputes shall be referred to an Arbitrator under the provisions of Indian Arbitration Act, 1940 or any enactment in force for the time being.

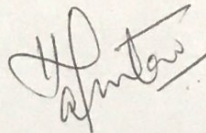
IN WITNESS WHEREOF, the parties have set their respective hands, the date, month and the year first above-mentioned.

Witnesses-1

 Executants

1. Dr. SHYAM NARAIN GUPTA
(Party of the first part)

Witnesses-2



2. Dr. MAMTA GUPTA
(Party of the Second part)



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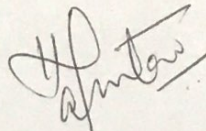
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