

SWAPAN KUMAR GHOSH,
NOTARY,
Advocate,
Government of West Bengal.
Regd. No.- 17/99.



PLACE OF PROFESSION
Arambagh Sub-division Court

RESIDENCE & CHAMBER
P.C. SEN ROAD,
Arambagh : Hooghly.

NOTARIAL CERTIFICATE

(Pursuant to Section 5 of the Notaris Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I **SRI SWAPAN KUMAR GHOSH**, authorised by the Govt. of West Bengal to practise as a Notary do hereby verify, authenticate, certify, attest, as under the execution of the instrument annexed hereto collectively marked " A " on its being executed, admitted and identified therein, prescribed before me by the executants(s) who is/are represented and duly identified by his/her/their Learned Advocate Sri/Smt. _____

on this 20th day of February 2020

According to that this is to certify authenticate and attest that the annexed instrument " A " is the Original Deed of Partnership executed by

Mufti Abdul Jalal
on this 20th day February 20 20

PRIMA FACIE the annexed instrument " A " appears to be in the USUAL, procedure to serve and avail as needs or occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHEREOF being required of a NOTARY I, the said Notary do hereby subscribe my hand and affix my seal of office at Arambagh on this the 20th day of February in the year 2020.



Swapan
20.2.20
SWAPAN KUMAR GHOSH,
NOTARY

S.K. GHOSH (Notary)
Arambagh Sub. Div.
Govt. of W.B. Regd. No.-17/99

S.L. No. 622 Dated 20/02/2020



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Before Notary Public
Arambagh, Hooghly

AD 136697



DEED OF PARTNERSHIP


THIS DEED OF PARTNERSHIP is made on this 19th day of February, Two Thousand Twenty BETWEEN (i) MR. MUFTI ABDUL JALAL (PAN-AJQPM1220R), AADHAR NO. - 8389 7484 2250), son of Mufti Abdul Mannan aged about 50 years by faith Muslim , by occupation business, residing at Ward No.-4, Town, P.O. & P.S -Arambagh , Dist.- Hooghly , PIN-712 601,W.B. hereinafter called the party of the FIRST PARTY , (which expression shall unless to mean and include his heirs , executors , administrators , legal representatives and assigns)

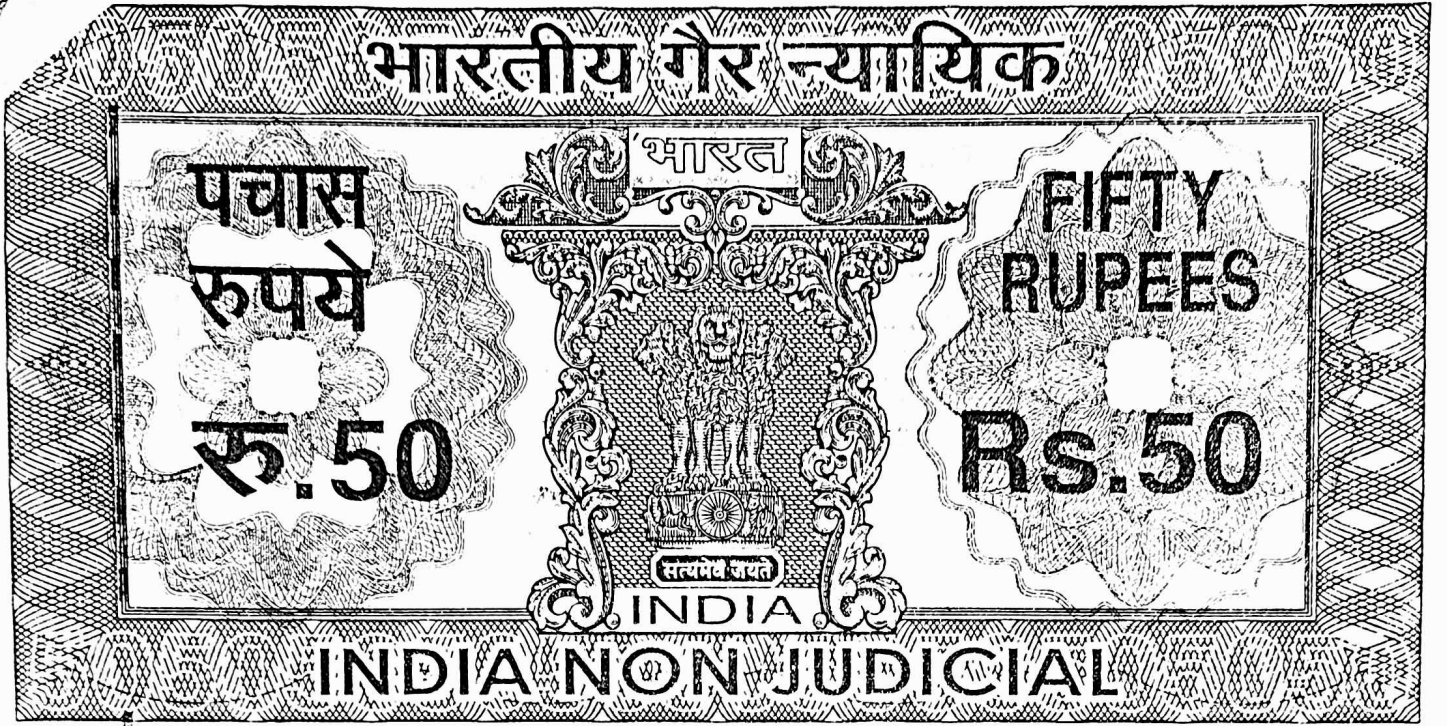
AND

① Mufti. Abdul Jalal
② Nazema Khatun.

(Contd.....P/2)

AUTHENTICATED


20.2.2020
S.K. GHOSH (Notary)
Arambagh Sub. Div.
Govt. of W.B. Regd. No.-17/99



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Z 864455




[2]

(ii) MRS. NEZEMA KHATUN (PAN-AWIPK6620Q, AADHAR NO.-7700 0388 2954), wife of Mr. Mufti Abdul Jalal, aged about 46 years by faith Muslim, by occupation business, residing at Ward No.-4, Town, P.O. & P.S. - Arambagh, Dist.- Hooghly, PIN- 712601, W.B. hereinafter called the party of the **SECOND PARTY**, (which expression shall unless to mean and include her heirs, executors, administrators, legal representatives and assigns),

(Contd.....P/3)

AUTHENTICATED


20.2.2021
S.K. GHOSH (Notary)
Arambagh Sub. Div.
Govt. of W.B. Regd. No.-17/99

① Mufti Abdul Jalal.
② Nazema Khatun.

WHEREAS the above two parties of the **FIRST PART AND SECOND PART** have been running various types of businesses and industries for past few years and have gained sufficient knowledge & experience have now decided to form a partnership business for working together .

WHEREAS the above two parties have also intended to follow the rules and Regulations of Indian Partnership Act, 1932 and to follow the changes and modifications in the Indian Income Tax Act, 1961 from time to time of assessment of Partnership Firm , it has been mutually agreed by and among the parties of the first and second part a formal deed of partnership shall be entered into between the parties hereof .

WHEREAS **THIS DEED WITNESSETH** that the parties to these presents do hereby covenant and agrees to become the partners on the terms and conditions hereinafter contained .

1. THAT the parties one and two as mentioned earlier would be the partners under the name & style of “ **ARAMBAGH DIAGNOSTIC SCAN CENTRE** ” .

2. THAT the administrative office / principal place of business shall be situated at Ward No.-6, Nazrul Market (First Floor) , near crossing of Arambagh Tirol Road ,Town, P.O. & P.S. - Arambagh , Dist. - Hooghly , West Bengal. , PIN- 712 601. However, the parties may open any branch office(es) within / outside West Bengal if the parties may deem fit in future for better business or for any other reason .

3. THAT this partnership agreement be deemed to have been commenced on and from the

1st day of February , year Two thousand Twenty.

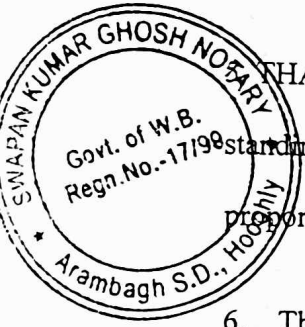
AUTHENTICATED

S.K. Ghosh
20-2-2020
S.K. GHOSH (Notary)
Arambagh Sub. Div.
Govt. of W.B. Regd. No.-17/99

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① *Mufti Abdul Jalal.*
② *Nazema Khatun.*

4. THAT the primary objective of this partnership business would be to open and to run a Diagnostic centre deal in medical diagnostic tests / investigations of Pathological, Bio-Chemical tests etc. as well as to run X-Ray clinic , U.S.G. clinic , E.C.G., Echo-Cardiogram, C.T.Scan, PET Scan tests, M.R.I. tests , Tread Meal Tests (T.M.T.) , Colour Doppler Study , and such other allied tests / investigations for human needs, to run nursing home , to open medicine shop, running Doctors' Chambers etc. However, the partners may open any allied business or any type of trading / manufacturing / servicing business / industry in any place within West Bengal if the partners may decide from time to time .



5. THAT the capital balance of the partners will be brought in as per mutual understanding among the partners from time to time . The amount of capital may or may not be proportional to the respective profit sharing ratio of the partners .

6. That the net profit of the business as per the accounts maintained by the partners after deduction of all expenses relating to the trading activities and / or the business of the partnership as well as interest and remuneration payable to the partners in accordance to the other clauses of this Deed of partnership shall be divided and would be distributed among the partners at the close of the accounting year in the following ratio .

- i) Mr. Mufti Abdul Jalal - 50%
- ii) Mrs. Nezema Khatun - 50%

However , the net loss , if any including loss of capital in any year shall also be apportioned in the same ratio as mentioned above among the partners .

① Mufti Abdul Jalal.
② Nezema Khatun.

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Arambagh Sub. Div.

Govt. of W.B. Regd. No.-17/99

7. THAT the partners may open banking account(s) including current account and loan account of any nature in the name of partnership business in any Schedule bank(s), Co-operative bank, Land Development bank, Gramin Bank or with West Bengal Financial Corporation. The said account(s) will be operated by either of the two partners.

8. THAT the said co-partnership firm may be registered with the Registrar of Firms, West Bengal, Calcutta and all the rules regarding Registration of Firms laid down in the Indian Partnership Act shall be duly observed.

9. Interest on partners' capital at the rate of not exceeding 12% may be payable on the amount standing to the credit of the account of the partners at the end of the year. Such interest shall be calculated and be credited to the account of the partner at the close of the accounting year.

10. THAT both the partners are entitled to submit, tender, swear Affidavits, submit quotations, estimates, to apply for tenders, to sign tenders, quotation, estimates, plants, bills, measurement books, contract, agreements, to furnish security and to make requisitions for any Government materials, to take to Government materials, refund of security etc. and to receive all payments and each partners can act as an agent of other partners and on behalf of the firm.

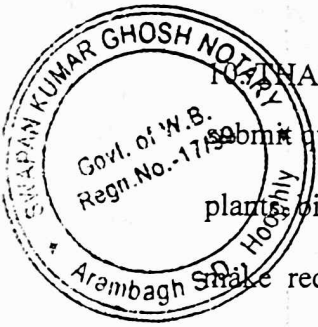
11. THAT both the partners shall be working partners (of the said firm) and shall be entitled to salary, bonus, commission or remuneration hereinafter referred to as "Annual Remuneration" or remuneration hereinafter referred to as "Annual Remuneration" calculated in the manner described hereinafter in this paragraph

a) THAT the partners shall at all time during the partnership devote the whole of their time and attention to the partnership business diligently and faithfully employ among therein and carry on the same for the greatest benefit., advantage of the partnership and in lieu of any payment of the salary, bonus, commission or remuneration by whatever name called (hereinafter referred to as remuneration) to

any close of the accounting year.

① Mufti Abdul Jaleel.

② Nazema Khatun.



AUTHENTICATED

S.K. GHOSH (Notary)
Arambagh Sub. Div.
Regn. No. -17199

- b) Remuneration payable to the partners will be made as per the respective profit sharing ratio of the partners . The ceiling limit of total remuneration payable to the partners shall be calculated at percentage of the income of each accounting period in the following manner :-

	Total remuneration of partners not to exceed :

i) In respect of income up to Rs. 75,000 or less	Rs. 50,000/- or 90% of the Book Profit whichever is more
ii) In respect of next Rs. 75,000/- or more	At the rate of 60%
iii) Balance income	At the rate of 40%

For the purpose of above calculation 'income' other than Capital Gain of long term Capital on long capital assets shall be computed as defined in explanation 3 of section 40 (B) of the Income Tax Act, 1961 and as per CBTD circular no. 739 dated 25.03.96 or and any other applicable provision as may be in force for the Income Tax Assessment of the partnership firm during the relevant period .

12. THAT the accounting year of the firm will be from 1st day of April to next day of March every year .

However, the first accounting year of the partnership business will be from 1st day of February , 2020 to 31st day of March, 2020 .

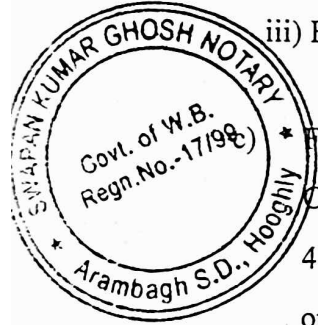
13. THAT all necessary and proper books of account shall be kept properly posted up and shall not be removed from the place of business without the consent of the partners . Each partner shall have access to them at all reasonable times and shall be at liberty to make such extract there from as may be think fit .

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① Mufti Abdul Jaleel .
② Nazema Khatun.

AUTHENTICATED

S.K. Ghosh
20-2-2020
S.K. GHOSH (Notary)
Arambagh Sub. Div.
Govt. of W.B. Regd. No.-17/99



14. THAT on the last day of March in each English calendar year during the continuation of the partnership, a Balance Sheet and a Profit and Loss Account shall be made out showing the Assets and Liabilities of the firm and what belongs and is due to each partner for capital and share of profits and the name shall be signed by all partners and when so signed shall be conclusive except that if a manifest error shall be discovered thereon within three calendar months after the signature thereof such error shall be rectified immediately .

15. THAT in case of death or retirement of either of the partner(s), his / her legal successor may be admitted as a new partner in place of the deceased partner and this partnership business will continue as a going concern with all terms and conditions as laid down in his / her partnership agreement .

16. THAT both the partners will pay his / her separate debts punctually and indemnify the other party and save the capital and / or property of the partnership against any attachment, seizure or sale thereof.

17. THAT no partner shall without the consent in writing to the other partner :-

(a) Endorse or accept any note, bill of exchange or hundi or stand as surety, become bail or borrow any substantial loan or do or write willingly suffer to be done anything to jeopardise the capital and / or assets of the Firm or hereby those may be attached or the taken in execution .

(b) Computed assign or release and debt of the partnership except upon payment in full and

(c) Appoint or except in case of gross misconduct, dismiss any employee,

(d) Borrow money or give credit to any person .

18. THAT all notices herein expressed to be given by any member to another or by the partnership to any member shall be given or sent by registered post at the address therein mentioned or such other address as may be recorded in the Register of Firms and

no notice shall be for less than 30 clear days.

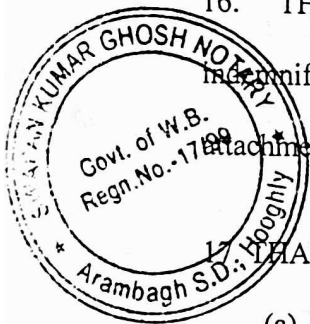
AUTHENTICATED

S.K. GHOSH (Notary)
Arambagh Sub. Div.

- Govt. of W.B. Regd. No. 17/99

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① Mufti. Asdul Jaleel.
② Nazema Khatun.



19. THAT in all matters relating to the management and conduct of the day to day business of the partnership, the first partner shall remain entitled to take any decision for the interest of the firm which will be binding on the partnership firm . Again, the first partner shall right to sign on any document (s) in any office of bank / govt. department (s) etc. on behalf of the firm which will be binding on the partnership firm .

20. THAT all disputes and differences that may arise among the partners and / or their representative or assigns whatsoever concerning partnership Firm, the partners may appoint any Arbitrator as they deem fit under relevant provisions of the Arbitration Act, and the decision of the Arbitration Act, and the decision of the Arbitrator in the event shall be binding on the firm and the partners thereof .

21. THAT in respect of matters not expressly provided herein , these shall be determined according to the provisions of the Indian Partnership Act in force for the time being .

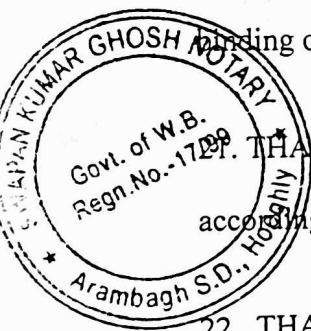
22. THAT the clauses of this Deed shall be subject to alteration or amendment or variation by mutual consent to the extent permitted by the law of the land .

23. THAT either partner would release or compound any debt owing to or claim of the firm without the consent in writing of the other partner and if any partner shall do so be shall at the request of any other partner shall do so be shall at the request of any other partner pay to the firm the full amount such debt or claim .

24. THAT no partner shall accept as hereby expressly provided to the contrary without the consent in writing of the other partner dispose of his interest in the partnership assets by way of sale or mortgage .

① Mufti. Abdul Jalal.

② Nazema Khatoon.



AUTHENTICATED

S.K. Ghosh
20.2.2010
S.K. GHOSH (Notary)
Arambagh Sub. Div.
Govt. of W.B. Regd. No.-17/99

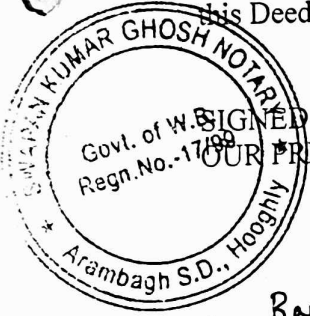
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25. THAT all or any of the above terms may be varied , altered , rescinded , modified and / or added to by mutual consent of the partners hereof to be either expressed in writing or implied from conduct .

26. THAT in all other matters not hereinbefore otherwise expressed provided for the Indian Partnership Act , (Act IX of 1932) or any modifications thereof in force for the time being shall apply .

27. IN WITNESS WHEREOF the above mentioned two parties to these presents have signed

this Deed of Partnership on the date , month and year first above mentioned .



SIGNED & DELEVERED IN
OUR PRESENCE

1. Bapan Ghosh

2. Mojibur Mondal.

1. Mufti Abdul Jalal.
MR. MUFTI ABDUL JALAL
(First partner)

2. Nazema Khatun.
MRS. NEZEMA KHATUN
(Second partner)

Drafted by me

Arup Kumar Kundu 19.02.2020
(ARUP KUMAR KUNDU)
(Arambagh , Hooghly)

Typed by me

Swarup Goswami 19.02.2020
(SWARUP GOSWAMI)
(Arambagh , Hooghly)

AUTHENTICATED

S.K. Ghosh 20.2.2020
S.K. GHOSH (Notary)
Arambagh Sub. Div.
Govt. of W.B. Regd. No.-17/99