Mrs. Atabi Banerjee

Notary, GOVT OF WEST BENGAL. Durgapur, Burdwan Professional Address:
Durgapur Court
Durgapur, Burdwan
Pin - 713 216

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Notarial Certificate

(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, s. Atabi Banerjee, duly authorised by the Government of West gal to practise as a NOTARY do hereby verify, authenticate, rtify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed; admitted and identified by the respective signatories as to the matters contained therein, presented before me.

that the annexed instrument "A" is the resigned Deed of Partnership

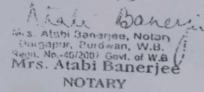
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Subilia Das or instrument beautification by to Advocat

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.



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DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this the 13 May, 2016.

BETWEEN

DR. BARUN KUMAR GUPTA son of Late Nirmal Kumar Gupta aged about 68. years by faith Hindi, by occupation business residing at D-286 Eagle Street Bidhannagar Durgapur-713212 Dist-Burdwan of the first part hereinafter called the FIRST PARTY.

AND

Subir Das son of Late Sudhir Chandra Das, aged about 38 years, by faith-Hindu by occupation business, residing at 17 Dinabandhu Mitra Path, City Centre Durgapur-713216 Dist-Burdwan of the Second Part, have nafter called the SECOND PARTY.

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Mrs. Atabi Banerjae, Notary Ourgapur, Burdwan, W.B. Regn. No. 10/200: Govt. of W.B.

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NOW THIS DEED WITNESSETH AS UNDER :-

- 1. The partnership shall come into effect from 8th day of April 2016 & shall be for an indefinite period unless it is determined.
- 2. That the name of the partnership firm will be "The Diagnostic" provided with mutual consent the name of the firm may be changed.
- 3. That the business is to be carried on at City Centre, Durgapur 713216, District Burdwan, West Bengal or such other place or places in India as shall be found more covenant and agreed upon amongst the partners.
- 4. That the first accounting year of the Business shall be from 08.04.2016 to 31.03.2017 and thereafter from 1st day of April to Last day of March every year.
- 5. That the business of the Partnership firm hereby formed shall be that Business on clinical, Pathological, Bacteriological, Serological, Biochemical & other forms of medical examinations or analysis and to maintain, conduct, administer and carry on the business of pathological laboratory or similar institution for the sick & ailing persons as hereto before. The parties may, however, with their mutual consent embark upon a new line or lines of business & may upon branch or branches.
- 6. That the total initial capital of the partnership firm shall be Rs. 2,00,000 /= (Rupees Two Lac only). This shall be contributed by each partner as per their proportionate share and to be contributed by the partners as per their proportionate share if any further need. The partners contributing capital shall be entitled to get interest @12 % or such lower / higher rate as may be prescribed U/S 40 (b) (IV) of the Income Tax Act / or applicable Section.



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Mrs. Atabi Banerjee, Notary Durgapur, Murdwan, W.B. Bann, No. 4012007 Covt. of W.B.

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- 7. That further finance required for the purpose of business of the firm shall be contributed by the parties in such rate as may be mutually agreed upon. Interest at a rate of 6 % as may be mutually agreed upon between the parties from time to time shall be allowed on the capital standing to his / her credit for the time being in the books of the partnership.
- 8. That the new bank account or accounts of the partnership firm shall be opened in the name of partnership business with any scheduled & non-scheduled and such bank account or accounts & existing bank accounts shall be operated by the partners either jointly or severally & or mutual consent of the parties of this agreement.
- That the profits & losses shall be divided between & borne by parties hereto in the following proportions.

Partner

% of share in profits &Losses

1. Dr. Barun Kumar Gupta

10

2. Mr. Subir Das

90

- 10. That the 1st partner will be paid Remuneration of Rs .10,000/- (Rupees ten thousands only) per month for his Professional services and 2nd partner will be paid Rs. 4000/- per month for rendering service to the firm. They shall be at liberty to increase such rate of remuneration with their consent from time to time.
- 11. That the said provisions made above Indian Partnership Act, 1932 shall apply.
- 12. That any of the above terms may be verified, altered or added to by mutual consent of the parties hereto either expressed in writing or implied for conduct.

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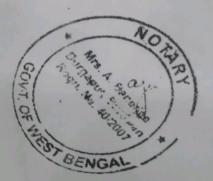
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13. That each partner shall:

- a) Diligently attend to the business of the partnership and devote his / her necessary time & attention thereto.
- b) Punctually pay her / his separate debits and indemnify the other partner and the assets of the firm against the same and all expenses therefore.
- c) Upon every reasonable request in form the other partner of all letters, accounts, writings, & such other thing which shall come to her / his hands or knowledge concerning the business of the partnership.
- 14. That neither partner shall without the consent of the others:
 - a) Lend any of the money deliver upon credit any of the goods of the firm to any person or persons whom the other partners shall have previously in writing forbidden her/ him to trust.
 - b) Raise or advance any loan in the name of or on behalf of the firm.
 - c) Assign charge or transfer her / his shares in assets or profits of the firm
- 15. That the first partner may retire from the partnership firm hereby formed by giving three months notice in writing to the second partner without taking any responsibility of the liabilities of the firm, assets realised and accounts. Thus the first partner will be registered as a sleeping partner with liabilities of the firm.
- 16. That in the event of death or retirement of any of the parties hereto the partnership firm, hereby formed shall not dissolve but shall continue.

 The legal heir or the representative of the decreased shall step in to her / his shoes
- 17. That upon the dissolution of the partnership in any event not hereinafter provided for the said business, the assets, good will &

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liabilities thereof should absolutely vest on any one partner mutually decided by the parties to the partnership.

18. That the each partners on behalf of the Firm shall be entitled to give general power of attorney to any persons and employees of the Firm to file and defined the suits for and against the firm in any court of Law, Central of State Government office including Income Tax, Sales Tax and Central Excise and service Tax Authority.

19. That it will always remain open to the parties hereto to amend, annul or change any term or terms of this Deed of Partnership in the course of its business and in that event of amending, annulling or changing any term or terms of this deed of Partnership no fresh deed shall be required to be executed.

20. That without prejudice to the above terms and conditions the parties hereto in all other matters shall be governed by the provisions of Indian Partnership Act, 1932.

21. That all the disputes or differences arising out of it and connected with the Partnership shall be referred to the arbitrator in accordance with the Indian Arbitration Act.

IN WITNESS WHERE OF, the parties of the first and Second parts here have put their respective hands on this DEED OF PARTNERSHIP on the day, month and year first mentioned above.

WITNESSESS:

Barani Gupti.

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ON NOTAPI OUNTS A CAN Regn. No. Benefice 1. Judin Dos. ___

2. Barun Kr. Gupt

NSTRUMENT A REFERRED TO IN THE WOYARIAL CERTIFICATE

> Mrs. A. Flerrarion, Hottery Durgochus, Burdwan, W.B., a.

> > 1 3 MAY 2046

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