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Archan Kumar Pramanik
ADVOCATE



Office & Residence
Abhirampur 1st. Lane, Bandh Road,
Mokdumpur , Malda - 732103
Email:archankrpramanik.adv@gmail.com

Notary Malda

Notarial Certificate

(Persuant of Section 8 of the Notaries Act1952)

TO ALL TO WHOM PRESENT Shall Come, I Archan Kumar Pramanik duly Authorised by the Govt. of West Bengal to practice as NOTARY do hereby verify , authenticate, certify , attest as 'under the execution of 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.

According to that this is to certify , authenticate and attest the annexed Instrument "A" is the

*Original Deed of Partnership
is in English Language executed
by Mrs Pampila Chakraborty
AND
Sri Souvik Das*

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

IN FAITH AND TESTIMONY WHERE-OF being required of a NOTARY, I the said Notary do hereby subscribe my hand and affix my seal of office at Malda on this the 30² day of January 2022



Archan Kumar Pramanik
Archan Kumar Pramanik
NOTARY PUBLIC
MALDA

03 JAN 2022



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



श्री ६३ बवर्गा पश्चिम बंगाल WEST BENGAL

AF 790415



Pampita Chakraborty
Dr. Pampita Chakraborty
Partner
Oreka Diagnostics
Malda

Soustab Das
Soustab Das
Partner
Oreka Diagnostics
Malda

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 3rd November 2021

BETWEEN

1. Mrs. Pampita Chakraborty, daughter of Late Pranesh Chakraborty, by caste Hindu and residing at Ramkrishna Pally, P.S- English Bazar, Dist- Malda (West Bengal) hereinafter referred to as partner of the **FIRST PART**.
2. Sri Soustab Das, son of Sri Snehasis Das, by caste Hindu and residing at Ramkrishna Pally, P.S- English Bazar, Dist.- Malda (West Bengal) hereinafter referred to as partner of the **SECOND PART**.

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ADVOCATE & NOTARY
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MALDA-732101 W.B.

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भारतीय गैर न्यायिक

पचास
रुपये
₹.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

AD 473991

Pampita Chakraborty
Dr. Pampita Chakraborty
Partner
Oreka Diagnostics
Malda

Soustab Das
Soustab Das
Partner
Oreka Diagnostics
Malda

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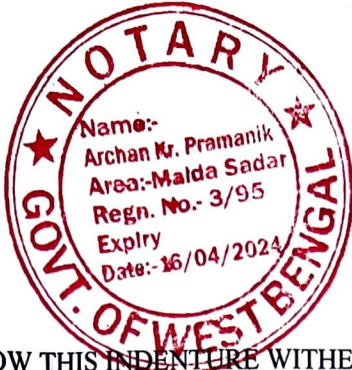
WHEREAS the said Mrs. Pampita Chakraborty and Sri Soustab Das, of the First and Second Part respectively have started a partnership firm under the name and style as "**OREKA DIAGNOSTICS**" the residential address of which shall be situated at Ramkrishna Pally, Malda, and from today 3rd November 2021.

WHEREAS THE SAID ABOVE PARTIES TO THIS DEED in order to have functions carefully described in a deed of partnership in order to safeguard their respective rights and liabilities against any future misunderstandings or disputes among themselves or their successors in interest when they're during the continuance of the partnership or at the determination of partnership have agreed to record the terms and conditions in the following manner.

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13.

Pampita Chakraborty
Dr. Pampita Chakraborty
Partner
Oreka Diagnostics
Malda

Soustab Das
Soustab Das
Partner
Oreka Diagnostics
Malda

NOW THIS INDENTURE WITHESETH AS FOLLOWS:

1. That the name and style of the firm shall be under the name and style of "**Oreka Diagnostics**".
2. That the partnership shall be at will.
3. That the office of the firm shall be situated at 3 No Govt Colony, NH-34, P.S- English Bazar, Post + Dist.- Malda or at such place or places as shall be deemed to be convenient by all the partners. Further branches may be started at any place within the UNION OF INDIA.
4. That the main business of the firm shall be Diagnostic Centre, Medical Clinic and other healthcare services and similar other nature of business as the partners shall think beneficial for the partnership. But the partners on mutual consent and agreement shall have the power to embark upon extending the venture or undertaking as may be found beneficial to the partnership concern.
5. That the capital required for the partnership shall be contributed by the partners as mutually agreed upon amongst the partners.
6. That the capital contribution of the partners shall be as will appear in the books of accounts in their respective names and simple interest @ 12%(twelve) per annum will be allowed to the partners on the capital contribution.
7. That all the partners of the firm have agreed to be actively engaged in conducting the affairs of the business as "Working Partners" its hereby agreed that the working partners shall be entitled to get remuneration according to the nature and extent of service they are likely to render for carrying on the partnership business. For this purpose at the close of each financial year, the maximum amount of remuneration which would be allowable as a permissible deduction for the purpose of the income tax assessment of this partnership business for the relevant year, shall first be determined by the partners as per provisions of Section 40(b)(v)(2) read with explanation 3 to section 40(b) of the Income Tax Act 1961 and the same shall be divided in the following manner and credited to the account of each working partner at the end of the accounting period when final accounts of the firm are made up:
 - a. Mrs. Pampita Chakraborty 50% share
 - b. Sri Soustab Das 50% share

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4.

Pampita Chakraborty
Dr. Pampita Chakraborty
Partner
Oreka Diagnostics
Malda

Soustab Das
Soustab Das
Partner
Oreka Diagnostics
Malda

8. The remuneration payable to working partners shall be in proportion of the following amounts.

On the first Rs. 3,00,000.00 of Book profit	Rs. 1,50,000.00 or at the rate of 90% of the book profit whichever is higher
On the next Rest of the Book Profit	At the rate of 60%

For the purpose of this clause "Book Profit" means net profit as shown in the profit & loss account for the relevant previous year computed in the manner laid down in chapter IV-D of the Income Tax Act, 1961 as increased by the aggregate amount of the remuneration payable to all partners of the firm of such amount has been deducted while computing net profit.

9. That the net profit or loss or unabsorbed depreciation computed after deducting all business expenses, depreciation etc. (including interest and remuneration paid to the partners in accordance with the terms of this Deed) shall be divided and distributed amongst the partners on the close of the financial year in the following proportion notwithstanding anything contained in the Income Tax Act 1961, as amended for the assessment of the income of the firm or its partners.
- a. Mrs. Pampita Chakraborty 50% share
b. Sri Soustab Das 50% share
10. That the books of accounts of the said business shall be kept according to the Financial year commencing on the 1st April and ending on the 31st March.
11. That the Profit and Loss Account and the Balance Sheet shall be duly signed by any two partners and upon signing the same shall be binding and final.
12. That the books of accounts and other papers of the partnership business shall be preserved at the office of the firm at 3no Govt colony, Nh-34, Post + Dist.- Malda, to inspection by the partners or their legal representative or representatives at all reasonable hours.
13. That all business expenses shall be borne by the Partnership Firm.

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15. *Dr. Pampa Chakraborty*
Dr. Pampa Chakraborty
Partner
Oreka Diagnostics
Malda

Soustab Das
✓
Soustab Das
Partner
Oreka Diagnostics
Malda

14. That the parties hereto shall be partners in the full sense of the terms being partners both in the profits and losses in the said business.
15. That the parties are at liberty to open account/accounts in any bank/banks on behalf of the partnership business and this will be operated by the partners jointly or severally.
16. That the management and control of the partnership affairs shall be exercised by all the partners hereto jointly or severally to suit the occasion and for that purpose they shall have power to accept or endorse bills, cheques, recover all kinds of deposits or money due to the firm from parties, courts, banks, treasuries or office in the name of the firm in the normal course of its business.
17. The First Partner of the firm shall be the Managing Partner and she will look after all the day to day transaction of the firm and she will be the sole authorized signatory of the firm for day to day transactions of the firm.
18. That each partner shall have the right to represent the firm in any court, Revenue Office, Municipality, Government or Semi Government establishment, any mercantile firm, Companies, Banks, Insurance Office and other Bodies corporate.
19. That each party of this Indenture shall be just and faithful to each other and shall honestly and diligently work for the partnership firm.
20. The parties hereto have agreed that any partner may retire from the partnership on giving one month's notice in writing to the firm.
21. That any of the terms may be varied, altered or modified by the mutual consent of all the partners hereof to be either expressed in writing or implied by conduct.
22. That what is not specifically stated in this Deed of Partnership shall be guided by the Indian Partnership Act.

(Contd.....P/6)

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6.

IN WITNESS WHEREOF the parties have signed this indenture of partnership on the date first above written.

Signature of witness:

1. *Sachin Das*

2.

Jayanta Saha Roy

Drafted by me:

Sripati Goswami

Sripati Goswami (Advocate)

S.M pally

Malda

Archan Kumar Pramanik
Archan Kumar Pramanik
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Signature of Parties:

1.

Pampita Chakraborty
Dr. Pampita Chakraborty
Partner
Oreka Diagnostics
Malda

2.

Soustab Das

Soustab Das
Partner
Oreka Diagnostics
Malda

Typed by:

Sujit Kundu

Sujit Kundu

Ramkrishna Pally

Malda

INSTRUMENT REFERRED TO
IN THE NOTARY CERTIFICATE

Archan Kumar Pramanik

Archan Kumar Pramanik
NOTARY

03 JAN 2022