

GOVERNMENT OF INDIA



পশ্চিমবঞ্চা पश्चिम बंगाल WEST BENGAL

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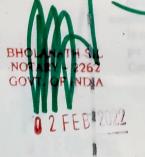
DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 2nd day of February, 2022 Wednesday, in between KUMARJYOTI GHOSH, aged about 62 years, sor of Late Kshitish Chundra Ghosh, of 39/3 Paschimpara P.O. & P.S. Rahara, Kolkata – 700 118 by religion Hindu by nationality Indian, by occupation Medical Practioner, hereinafter called and referred to as the <u>FIRST PARTY / PARTNER</u> of the <u>FIRST PART.</u>

AND

TAMBOLI SARKAR, aged about 30 years, wife of Dr. Analjyoti Ghosh, of 39/3 Paschimpara, P.O. & P.S. Rahara, Kolkata – 700 118 by religion Hindu, by nationality Indian by occupation Business, hereinafter called and referred to as the <u>SECOND PARTY</u> / <u>PARTNER</u> of the <u>SECOND PARTY</u>.

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পশ্চিমবঞ্চা पश्चिम बंगाल WEST BENGAL

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WHERE ASS 24 Pgs. (N)

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The parties hereto have mutually agreed to operate the partnership business of "Health Care and allied services" as per the under noted terms and conditions of the Deed of Partnership dated on this 2nd day of February, 2022 Wednesday under the name and style of the firm "DOCTOR GHOSH'S SUPEF SPECIALITY CLINIC & DIAGNOSTIC CENTRE" hereinefter referred to as "FIRM".

- 1. THAT, the parties shall carry on the business of "Health Care and allied services" under the trade name and style of the firm "DOCTOR GHOSH'S SUPER SPECIALITY CLINIC & DIAGNOSTIC CENTRE" at it's Head Office at 1/1/A Khardah Station Road, P.O. & P.S. Khardah, Kolkata -- 700117 and Service: Laboratory at 2/5/16 Old Calcutta Road, P.O. & P.S. Rahara, Kolkata -- 700 118 and this Deed of Partnership is deemed to have come into force with effect from 2nd day of February, 2022 Wednesday. In future, the Firm may shift its office/laboratory and/or open new branch.
- 2. THAT, in case of retirement or death of the partners, legal heirs shall be, in case of FIRST PART his wife Bharati Ghosh, in case of SECOND PART her husband Analjyoti Ghosh. The legal heirs of both the parties shall have right, title, interest and claim in the goodwill, assets, rights and business of the Partnership Firm. However any Partners can change his legal heirs at any point of time. The Partners are mutually agreed that, in future any person may be admitted as a Partner. In case of Capital introduction and Share of Profit of newly admitted Partner shall be decided as per the mutual consent of both the Partners. In future if require the Firm may be converted to a Company as per The Companies Act, 1956 with all its Assets and Liabilities.

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- 3. THAT, the Partnership is at will and shall be carried on until it is dissolved with mutual consent of both the partners.
- 4. THAT, the Partnership business shall be conducted initially with a capital amounting to Rs. 20,00,000/- (Rupees Twenty Lakhs Only) which shall be contributed by the partners as 90: 10 ratio respectively by the FIRST & SECOND PART. If require, additional capital / machineries may be invested further.
- 5. THAT, the Bankers of the Partnership Firm shall be such Bank/Banks as all the partners shall from time to time decide and shall be entitled to draw cheques and operate the accounts of Firm with such Bank / Banks. The authorised signatories shall be jointly by both the partners.

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- 6. (a) THAT, all expenses which would be incurred in or about the Partnership Firm or any way relating hereto and all other outgoing in respect thereof and all losses happening in connection therewith shall be charged and be paid out of the gross profits and earning of the Partnership.
 - (b) THAT, Net Profit or Loss of each financial year after making deduction and adjustments under sub-clauses and (a), (b) above, and shall be divided in between paid to or borne by the partners in the following share:-

KUMARJYOTI GHOSH

FIRST PART

50 % share

TAMBOLI SARKAR

SECOND PART

50 % share

- 7. THAT, the partners shall be entitled to draw remuneration, the total remuneration to the Partners as per Sec. 40(b) of The Income Tax Act, 1961 as follows:
 - (a) On the first Rs. 3,00,000 of

@ 90% of the book-profit or

book-profit or in case of

Rs. 1,50,000/- whichever is more;

a loss

(b) On the balance of book-

@ 60% of the book-profit;

Profit

Partner's remuneration may be differed from time to time as per the mutual consent of both the Partners depending upon the financial condition of the firm.

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- 8. THAT, the partners shall be entitled to draw interest, the firm can claim deduction of such interest at a maximum rate of 12% p.a. as per Sec. 40 (b) (iv) of The Income Tax Act, 1961.
- 9. THAT, the work of the Partnership shall be carried on under the supervision of both the partners and shall has power to sign on any document, letter, application, agreement or any other papers on behalf of the firm.
- 10. THAT, usual and regular books of accounts of the firm shall be maintained by the partnership wherein true and faithful entries shall be made of all receipts and payments transactions, properties and assets of the firm. The same shall be kept at the office of the partnership firm. For every financial year ending on the 31st March or on such date as the partners may decide a general account shall be taken upto the said date and Profit & Loss Account and Balance Sheet shall be prepared.
- 11. THAT, in case of any dispute shall arise in between the partners in respect to the interpretation of this Partnership Deed, operation or enforcement of any of the terms and conditions herein contained or in respect of any matter touching the subject matter of this partnership during or after the existence of this partnership and all legal actions and matters arising out of concerning partnership shall be subject to jurisdiction of the courts of Kolkata.
- 12. THAT, the firm can borrow capital (both fund based as well as non fund based) from any financial institution with consent of both the partners. And the firm keep mortgage any property of both the partners.
- 13. THAT, the SECOND PARTNER is the daughter in law of the FIRST PARTNER and as the FIRST PARTNER is the 90% investor of the firm, in case of any legal dispute / mutual separation / divorce or any litigation, the SECOND PARTNER will be able to claim only the initial investment amount at that time.

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IN WITNESS WHEREOF THE PARTNERS HERETO have hereunto set and subscribed their respective hand and seals.

WITNESS:

1. Analjysti Ghosh

2. Chanti Which

Place:Barrackpore Date :02/02/2022

Kumanfyoti Erhosh [KUMARIYOTI GHOSH]

Tamboli Serkere [TAMBOLI SARKAR]

Drafted by me,

Goutam Kr.

Barrackpore Court



License No | 33741659

Original

Statutory CE FORM VII: License [See rule 3]

This is to certify that the applicant mentioned below has been granted a license number West Bengal Clinical Establishment (Registration, Regulation and Transparency), Act 2017 vide Order Issued [by the Undersigned] under such Number in respect of such clinical establishment situated at such address to keep or carry on the said clinical establishment having such number of beds offering such service facilities in such recognized system of medicine as mentioned below.

- 2. This is to certify that the license has been Registered vide registration No. as mentioned above under the Rule 3 of the West Bengal Clinical Establishment Rules, 2017, [by the undersigned] in respect of the clinical establishment as mentioned below and the License shall be valid for the period, from 10-06-2023 to 09-06-2026
- 3. The License is granted subject to the West Bengal Clinical Establishment (Registration, Regulation and Transparency), Act 2017, Clinical Establishment Rules 2017 and any contravention thereon shall in suspension or cancellation of this license before the expiry period.
- 4. This is to certify that such amount of license fee was collected as mentioned below which is non-refundable in case of any closure, suspension or withdrawal of any services as mentioned below.
- 5. This license is non-transferable.
- 6. Particulars of the Licensee:
- 6.a. Name of the Licensee: TAMBOLI SARKAR GHOSH
- 6.b. Son/Daughter/Wife of:
- 6.c. Address of the Licensee: 393, PASCHIM PARA,, RAHARA, RAHARA, RAHARA, , Pin-700118
- 7. Particulars of the Establishment:
- 7.a. Name of the Clinical Establishment: DOCTOR GHOSH'S SUPER SPECIALITY CLINIC AND DIAGNOSTIC CENTRE
- 7.b. Address of the Clinical Establishment: 2/5/16, OLD CALCUTTA ROAD, RAHARA, Pin-700118
- 8.a. Order No. of the Licensing Authority granting License: CMOH(N24PGS)/CE/8389
- 8.b. Date: 12-10-2023
- 9. Validity of the license:
- 9.a. Granted/ Renewed from [Date]: 12-10-2023
- 9.b. Valid upto [Date]: 09-06-2026
- 9.c. Period of irregular running: 10-06-2023 TO 01-10-2023
- 9.d. Last date of Renewal [Date]: 10-05-2026

and wanted a contract to be the contract

- 10. Stipulated License fee: Rs. 21000.00 (Twenty-One Thousand Only)
- 11. Service facilities:
- 11.a. Name(s) of recognized system of medicine practiced : Allopathy
- 11.b. Number of beds : General 0
- 11.c. Special care beds : 0
- 11.c. Types of service facilities to be provided : Pathology Lab(Medium)

Place: Barasat

Date: 12-10-2023

Chief Medical Officer of Health

North 24 Parganas: West Bengal



PERMANENT CERTIFICATE OF ENLISTMENT

West Bengal Municipal Act, 1993 [See Section 118] (Duplicate to be filled up)

Khardaha Municipality Barrackpur, North 24 Parganas

The Board of Councillors of Khardaha Municipality hereby grant unto KUMAR JYOTI GHOSH, TAMBOLI SARKAR, the partners of DOCTOR GHOSH'S SUPER SPECIALITY CLINIC & DIAGNOSTIC CENTRE, residing and / or carrying on or intending to carry on business at holding Premises No. 2/5/16, OLD CALCUTTA ROAD, AUROBINDA ARENA - B, KHARDAH, KOLKATA, P.O- RAHARA, P.S- RAHARA, Pincode- 700118 in Ward No. 5 and exercising or intending to excercise the Profession, Trade or Callings of Health Institutions(Category), PATHOLOGICAL / DIAGONOSTIC CENTRE/ LABORATORY CLINIC FOR X- RAY/ ECG/ USG/ MRI/ CT- SCAN AND ALIKE(Nature of Business) this Permanent Certificate of Enlistment under Section 118 of the West Bengal Municipal Act, 1993 and acknowledge to have received in consideration thereof, a total fee of ₹ 10000/- (Rupees: Ten Thousand) only.

This Certificate of Enlistment will be in force until the 21st day of February, 2025 and to be produced at the time of renewal.

Date of Issuance : 22-02-2024



Khardaha Municipality|PATHOLOGICAL / DIAGONOSTIC CENTRE/ LABORATORY CLINIC FOR X- RAY/ ECG/ USG/ MRI/ CT- SCAN AND ALIKE|0917P1522436272|22-02-2024|21-02-2025

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