

Reg. No______ Date_____ 3 1 JAN 2024

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टिकाण /पत्ता	(8)	% न्या कारणस्याती व्यक्ती पुटाक	परवाना छ२/१९९२ कोड चं४०००

DEED OF PARTNERSHIP

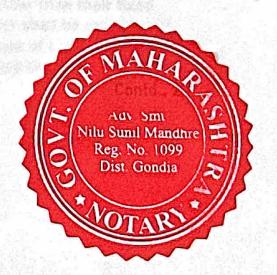
This Deed of PARTNERSHIP, executed at GONDIA on 29th Day of NOVEMBER 2023 between

nd at the rate of 6% out.

1. Shri. Rajat Gopal Agrawal S/O Gopal H. Agrawal aged about 28 years

Resident of Vijay Nagar, Balaghat Road, Gondia -441614 hereinafter called Party No. 1 of the 1st Part;

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02. Smt. Monika Agrawal W/O Rajat Agrawal aged about 27 years

Resident of, Vijay Nagar, Balaghat Road, Gondia - 441614 hereinafter called Party No. 2 of the 2nd Part.

WHEREAS all the parties above named intend to carry out the business in partnership under the name and style of M/s. SHAH DIAGNOSTICS AND DENTAL CARE at Gondia, vide this deed of Partnership.

AND WHEREAS all the parties referred to above hereby desire that the terms and conditions be reduced in writing to do away any avoidable disputes and misunderstanding that may arise in future.

TERMS AND CONDITIONS

That the name of the firm shall be M/s. SHAH DIAGNOSTICS AND DENTAL CARE with its registered office and institutional address at C/O SHRI GOPAL HARISHCHANDRA AGRAWAL, OLD STATE BANK BUILDING, NEAR VIVEK MANDIR SCHOOL, GANESH NAGAR, GONDIA-441601 MH and the Business of the Partnership Firm shall be deemed to commence from 29TH Day of November 2023.

However, the partners may open a branch or their principal place of business at any other place or places either in the same name or in any other name as mutually agreed by the partners to this deed from time to time.

- 02. That, the business of the firm for the present shall be to provide Radiographs, CT, MRI, Ultrasound, X-Ray, Mammography, Dental Care Service, other Health Service, and Teleconsultation services to Physicians to this line of business. However, the partners can also carry on any other business in this firm if they so desired and agreed mutually.
- 03. That the accounts of the firm shall be made on the close of financial year (ie. 31st March) on which date the profits and losses in the firm shall be determined and distributed between the partners in their respective shares.
- 04. That the duration of partnership shall be 'AT WILL'
- 05. A simple interest calculated at the rate of 8% per annum shall be payable to the partners on the Capital investment amount as business capital; other than their fixed capital investments in the books of the firm. However, this interest shall be payable out of profits only. No interest or remuneration shall be payable in case of Loss and in case of lower profits interest will be payable only to the extent to reduce the income NIL.

Contd. 3.

That all the partners will be the working partner and the working partners shall be entitled for remuneration as under:

40% and the first time on a member of the state of the st 1. Shri. Rajat Gopal Agrawal 60% and enter the and take action 2. Smt. Monika Rajat Agrawal

That the total remuneration payable to the working partners shall not be greater than amount calculated at such percentage of the book Profit as is prescribed in clause (V) of sec 40(b) of the I. T. act 1961 and the Total remuneration will be shared among all working partners as shown above in 40:60 ratios respectively. However no remunerations will be payable in case of losses. The above stipulation may be modified by mutual agreement of the partners.

That the profit and loss of the firm shall be shared by the partners as under: 06.

NAME OF THE PARTNERS	SHARE IN PROFIT/LOSS	
Shri. Rajat Gopal Agrawal	40%	
Smt. Monika Rajat Agrawal	60%	
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- That the Initial Capital of the firm is fixed at Rs. 50000/- (Rs. Fifty Thousand only) which shall be contributed by the partners in their profit sharing ratio i.e 40:60 respectively. Also, no interest shall be payable on this fixed capital.
- That the necessary further funds if required shall be provided or arranged by the 08. parties in such manner as may be mutually agreed upon by and between the partners from time to time and shall be credited to their current or loan account.

That all the Partners are empowered jointly and severally to represent the firm personally or through their respective Agents or duly constituted Attorneys before all Courts of Law - Civil, Criminal and Revenue including Sales-Tax and Income-Tax offices and before all other State & Central Government and Local Authorities/ Departments and offices etc. with whom the firm is concerned. They are further especially empowered jointly and severally to enter into agreement for sale and purchase of any property on behalf of the firm.

That the partners may jointly and severally appoint an Agent or Agents either with General Power of Attorney or Special Power of Attorney to look after the business of the firm on their behalf.

That the borrowings from Bankers, Financial Institutions, etc. shall be made in the firm 10. name with consent from all the partners only. The partners are empowered to obtain and receive the Loans, Advances and Subsidies. However, the party No 1 to this deed is specially empowered and authorized jointly and severally to obtain and receive Loans, Advances and subsidies from Bankers, Financial Institutions & Governments for and on behalf of the firm.

Contd... 4.

- 11. That all the Banking accounts of the firm shall be in the firm's name and shall be operated by any partner jointly or severally.
- 12. That the partnership in this firm shall not debar the partners to carry on any business.

 Profession or vocation or enter into partnership in any other firm and take active interest therein.
- 13. That the partners shall take active interest in the conduct of the business of the firm and shall render true account and true information of all the things effecting the partnership to each-other and shall also remain true and faithful to each-other.
- 14. That any profit derived by any partner by the use of the firm name or the assets of the firm shall be accounted for in the firm.
- 15. That the partnership will not be dissolved on the death, insolvency or retirement of any partner to this deed. The surviving partners shall continue to business in partnership by taking legal heir of the deceased as a partner to the partnership.
- 16. That the firm shall be registered under the Indian Partnership Act, 1932.
- 17. That the Partner willing to retire from the partnership shall give at least three months' notice to the other partners and no Goodwill shall be payable to any partner, who wishes to retire from the firm. That the Fixed Assets shall not be revalued at the time of retirement of any partner.
- 18. That all disputes in connection with partnership arising between the partners to this deed shall be referred to Arbitrators as per Arbitration Act, 1949, duly amended from time to time.
- 19. That the terms and conditions of this partnership deed may be changed altered, deleted or added by the mutual consent of the parties expressed either in writing or by their conduct.
- 20. That no partner shall do any act or thing where by firm or the firm's property may be prejudicially affected.

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Contd... 5.

WITNESSES WHEREOF, THE PARTIES ABOVE MENTIONED HAVE SET AND SUBSCRIBED THEIR HANDS ON THIS DEED OF PARTNERSHIP AT PLACE, THE DATE, MONTH AND YEAR MENTIONED HEREIN ABOVE.

SIGNATURE OF PARTNERS:

Party No. 01 <u>-</u>	Desparal.
Shri. Rajat Go Resident of, V	pal Agrawal S/O Gopal H. Agrawal ijay Nagar, Balaghat Road, Gondia -441614
Party No. 02- <u><</u>	Moniter.
Smt. Monika A Resident of, V	Agrawal W/O Rajat Agrawal /ijay Nagar, Balaghat Road, Gondia - 441614
WITNESS:	
1.	Ray.
	rl. Gopal H. Agrawal nala

OF MAHANAS A

Sundip Purental Poetly
Grandia

Smt AILU S. MANDHARE NOTARY TAHSIL - GONDIA Distt. Gondia 441614