

PARTNERSHIP DEED

This Instrument of Partnership executed on the Date Month Year

BETWEEN

1. Mr. X aged about years S/o **[FATHER'S NAME]**, a resident of **[COMPLETE ADDRESS ALONG WITH PIN CODE]** (Hereinafter called the **FIRST partner**)

AND

2. Mr. Y, aged about years **[FATHER'S NAME]**, a resident of **[COMPLETE ADDRESS ALONG WITH PIN CODE]** (Hereinafter called (Hereinafter called the **SECOND partner**))

AND WHEREAS partners have desired to join together for the pursuit of common business goals and to earn the profit. Partners desire to enter into a partnership agreement as the most advantageous business form for their mutual purposes.

In consideration of the mutual promises contained in this agreement, partners agree as follows:

1. NAME OF THE PARTNERSHIP FIRM

That the partnership business shall be carried on under the name and style of "**NAME OF THE PARTNERSHIP FIRM**"

2. PRINCIPAL PLACE OF BUSINESS:

That the registered office shall be situated at **[COMPLETE ADDRESS ALONG WITH PIN CODE]** or at any other place or places, as may be mutually agreed by the partners.

3. OBJECT:

That the partnership firm shall carry on the business of trading/ manufacturing/rendering services or any other business as may be mutually decided by the partners.

4. DURATION :

That the partnership business shall be "**AT Will**" and can be determined at any time with the mutual consent of all the partners after giving at least three months notice to the firm and its partners and on expiration of the notice, the partnership shall be determined accordingly and the business shall be continued by the remaining partners.

5. CAPITAL :

That the capital required for the partnership business shall be brought in by the partners equally or in such proportion as may be decided from time to time.

The firm may obtain a loan from Financial Institution/ Bank as per the requirement of the firm. The partners may for the purpose if required pledge, mortgage, hypothecate the assets of the firm both movable or immovable with the consent of all the partners.

6. SHARING OF PROFIT /LOSS :

The partners shall share the profits/losses whether of capital or revenue nature equally i.e. in the ratio of

NAME OF THE PARTNER	PROFIT SHARING RATIO
Mr. X	60 %
Mr. Y	40 %

7. ACCOUNTS :

That the annual accounts (**Profit and Loss Account and Balance Sheet**) of the partnership business shall be closed every year on 31st March and same shall be present before all the partners of the firm for their approval and signature.

8. REVIEW OF TERMS :

That any terms of this partnership provided hereunder may be amended or varied by a resolution in writing signed by all the partners hereto without executing any fresh Deed of partnership, wherever as may be mutually decided by the partners.

Any such resolution signed by all the parties hereto shall be considered part of this partnership Deed and shall be binding on the concerned partners.

9. BANK ACCOUNTS :

That by virtue of these presents, the Bank Account or Accounts of the partnership firm, whether Current Account, Fixed Deposit Account, Loan Account, Overdraft and Cash Credit Account etc. with the Nationalized Banks, Commercial Bank, Cooperative or any other bank/institution shall be operated jointly by any two partners or as may be mutually decided.

10. TRANSFERS :

That no partner shall assign, mortgage or otherwise dispose of his or her interest in the partnership business without the written consent of all the partners.

11. INTEREST ON CAPITAL :

That the partners shall be entitled to interest up to X% on the capital contributed by them. The partners may reduce the interest on capital, as may be mutually decided by them.

12. REMUNERATION TO PARTNERS :

That all the partners shall be the working partners and the remuneration shall be calculated as defined under section 40(b) (V) of the Income Tax Act,1961 or such amended section time to time and shall be calculated in the following manner.

Further, the remuneration shall be distributed equally amongst the partners

13. That the Partners shall

- a) devote their time and attention to the business as may be required according to the exigency of the work;
- b) carry on the activity of the firm to the greatest common advantage;
- c) be just and faithful to each other and shall render true accounts and full information of all things affecting the firm to the other partners.
- d)

14. None of the Partners shall:

- a) Assign or mortgage his share of interest in the partnership
- b) Compound or relinquish or discharge any debt which shall be due or owing to the partnership Without receiving the full amount.
- c) Draw, or accept or endorse any bill of exchange or promissory note on account of the Partnership.
- d) Lend money or give credit to or have any dealings on behalf of the partnership with any the person whom the other partner shall be forbidden to trust or deal with
- e) Dispose of by loan, pledge, sell or otherwise any partnership property

15. APPLICATION OF PARTNERSHIP ACT :

16.

That as regards matters not specifically mentioned in this Deed, the firm shall be governed by the provisions of The Partnership Act, 1932.

17. DISSOLUTION :

That in the event of death or retirement of any partner, the firm shall not be dissolved and the partnership business shall be continued by the existing partner or partners, who shall realize the outstanding and pay the liabilities and at the same time the amount that may be found standing to the credit of the deceased or the retiring partner, after accounting for the profit and losses for the earlier years till the date of death or retirement, shall be paid to the legal representative or the retiring partner and otherwise recovered.

18. ARBITRATION

That any dispute arising out of this Partnership Deed or the activities shall be referred to the arbitrator appointed by partners and his decision shall be final and binding to all the partners.

IN WITNESS whereof the above-named parties have set their hands before these present in the day, month and the year mentioned above.

Signed and delivered by

**FIRST PARTNER
(Partner)**

**SECOND PARTNER
(Partner)**

Witnesses have put their signature in presence of abovementioned parties.

WITNESS:

Name:

Name:

Address:

Address:

Signature:

Signature:

WITNESSES

1.

2.