**PARTNERSHIP DEED**

This Deed of Partnership is executed on this the ………day of ………, 20……. by and amongst:-

**1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, s/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** R/o **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(hereinafter referred to as party of the first part);

**AND**

**2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, s/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** R/o **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as party of the second part).

**WHEREAS** the parties above named intend to carry on the business in partnership in the name and style of ***“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”*** 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.

NOW THIS DEED WINTESSETH AS UNDER: -

1. That the partnership business shall be carried on under the name and style of ***“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”***.
2. That the business of the partnership firm shall be trading of clothes or any other business as may be decided from time to time mutually by all the partners to this Deed.
3. That Head Office of the partnership firm will be at *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*The principal place of business may be shifted to such other place or places as the partners may unanimously decide from time to time.
4. That any branch may be opened under any name and style at such place or places as the partners may decide from time to time.
5. That the terms and conditions of the partnership shall be deemed to have been commenced with effect from the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
6. That the capital required for the partnership shall be contributed by the partners as mutually agreed upon amongst the partners.
7. That the regular books of accounts of the partnership shall be maintained at the place of business which shall be closed on **31st day of March** each year and each partner shall have access to and power to have copies of the same. All the transactions entered into by them on behalf of the firm shall be faithfully recorded therein.
8. That at the end of each accounting year, the firm’s accounts shall be drawn up and the Profit & Loss Account and the Balance Sheet of the firm prepared and the Profit and/or losses falling to the share of each partner shall be credited or debited to the respective accounts.
9. 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.
10. That the Profits and Losses as per Profit and Loss Account of the partnership business shall be divided amongst the partners as under.

**1.** **50%**

**2. 50%**

1. That the bank account(s) of the partnership shall be operated by any of the partner to this deed or as may be mutually decided time to time.
2. No partner, without the written consent of the all the other partners shall do or abet in doing any of the following acts:-
	1. Sell, mortgage, assign or otherwise transfer his share or interest in the partnership business or property.
	2. Charge, mortgage, hypothecate, assign or otherwise transfer the business, property or rights of this partnership firm.
3. That the partnership is **“AT WILL”**and can be dissolved at any time with the mutual consent of all the parties to this deed.
4. That all the parties to this deed shall work diligently and faithfully to the common advantages of the firm and shall render true and correct information to each other.
5. That any consent or difference which may arise between the partners or their legal heirs, successors or representatives with regard to the construction, meaning and effect to this deed and/or any part thereof or in respect of the accounts, profits or losses of the business of the said firm or any other matter relating to the firm shall be referred to **arbitration under the Indian Arbitration Act, 1940.**
6. That the provisions of the **Indian Partnership Act, 1932**shall apply as regards matters not expressly provided for hereinbefore in this partnership deed.
7. That any of the above terms, conditions and stipulations may be altered, varied or added to by mutually taking the consent of all the partners in writing.
8. That all business expenses shall be borne by the Partnership Firm.
9. The powers and duties of the Partners, which shall be exercised at their sole discretion with mutual consent (written/verbal) from partners, shall include but not be limited to the below:
	1. To convert this partnership Firm in LLP or Pvt. Ltd. or Ltd. Company as and when Partner opts to do so.
	2. To acquire, purchase, takeover and /or amalgamate business or undertakings of companies or firms which under existing circumstances, from time to time, may conveniently or advantageously be combined with the business of the firm, to amalgamate or merge with companies whose business are so acquired, purchased or taken over and/or to enter into any agreement with the object of acquisition of such undertaking and/or business.
10. To go into acquisition, purchase, takeover and/or amalgamate of other entities or vice versa as and when Partner opts to do so.
11. To sell, mortgage, assign or lease and in any other manner feel with or dispose off the firm or properties of the firm or any part thereof, whether movable or immovable for such consideration as the Partners of the firm may think fit.
12. To sell, mortgage, assign, lease or dispose off the properties/assets of the firm (including movable and immovable) to any person, company or other entity at mutually agreed prices by the partners.
13. That the capital required for the business of Partnership shall be contributed time to time by the PARTIES in such manner in all respect as may be agreed to between them. A simple interest @ 12% p.a. shall be payable by the firm to the parties.
14. That any partner may draw salary, remuneration and or commission for working in the partnership firm as agreed upon between the partners.
15. That the books of accounts and other documents belonging to the firm shall be kept at the place of business only and shall at all reasonable times, be open for inspection by any of the parties or his authorized agent.
16. The written consent of all Partners will be required for the partnership to avail credit facilities from any financial institution.
17. That the matters for which no provisions have been made in this deed may be decided upon by mutual consent of the parties in writing.
18. That unless provided hereinbefore, the provisions of the Indian Partnership Act, 1932 shall apply.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their hands on the day, month and year first mentioned above.

**WITNESSES :**

**1. ……………………**

**2. ……………….**

**EXECUTANTS**

 **(Party of the First part)**

 **(Party of the Second Part)**