
PARTNERSHIP DEED

[CONSTITUTED UNDER THE INDIAN PARTNERSHIP ACT, 1932]

FIRM NAME

**ADDRESS,
CITY – PIN CODE STATE**

JANUARY 16, 2022

DRAFT PREPARED BY :: CA. NIRMAL GHORAWAT

Printed from www.canirmalg.com

For **PRIVATE CIRCULATION** only.

DEED OF PARTNERSHIP

This **DEED OF PARTNERSHIP** is made on this (day) day of (month), (year)

BY **FIRST PARTNER NAME** Son of **FATHERS NAME** aged around **XX** years and resident of **RESIDENCE ADDRESS** hereinafter referred to the party of the **FIRST PART**.

AND **SECOND PARTNER NAME** Son of **FATHERS NAME** aged around **XX** years and resident of **RESIDENCE ADDRESS** hereinafter referred to the party of the **SECOND PART**.

WHEREAS

EACH of the party named above are **TRADERS / BUSINESSMEN / PROFESSIONALS**

BEING animated by the desire of carrying profession in partnership

BEING convinced of the benefits of mutual sharing

BY Pooling their Capital, Professional Qualification, Resources and Experience

HAVE in Consideration of sharing profits or losses

RESOLVED to enter into partnership

ON certain Terms and Covenants set forth hereinafter.

Following are the agreed Terms and Covenants:

1. NAME & STYLE

The name & style of the PARTNERSHIP FIRM shall be **NAME OF FIRM**.

2. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the PARTNERSHIP FIRM shall be at **ADDRESS OF FIRM** in the District of **(DISTRICT)** in the State of **(STATE)**.

3. BUSINESS / OBJECTS

The objects for which the PARTNERSHIP FIRM is formed shall be

- i.
- ii.
- iii. to carry on all such acts as may be incidental or ancillary in pursuance of the aforesaid objects.

Signature of PARTNER(s)

DEED OF PARTNERSHIP

4. CAPITAL CONTRIBUTION & PROFIT SHARING RATIO

4.1 The minimum CAPITAL required for the business of the PARTNERSHIP FIRM shall be **Rupees Forty thousand only** to be contributed by the PARTNERS in the following manner :

PARTNER'S NAME	INCOME TAX PAN	AMOUNT IN RUPEES CAPITAL
FIRST PARTNER NAME (FIRST PART)		Rs. 20,000/- (TWENTY THOUSAND ONLY)
SECOND PARTNER NAME (SECOND PART)		Rs. 20,000/- (TWENTY THOUSAND ONLY)

4.2 The PARTNERS may contribute additional sums to PARTNERS CAPITAL ACCOUNT as per their mutual convenience irrespective of the extent of their shares.

4.3 No interest shall be paid to the PARTNERS on the amount so contributed to the PARTNERS CAPITAL ACCOUNT.

4.4 The PARTNERS shall share the PROFIT OR LOSS arising out of the conduct of PARTNERSHIP business in the manner and to the extent specified herein below ::

PARTNER'S NAME	SHARE IN PROFITS	SHARE IN LOSS
FIRST PARTNER NAME (FIRST PART)	50%	50%
SECOND PARTNER NAME (SECOND PART)	50%	50%

4.5 The profits or losses as referred to in Clause 4.4 above shall be computed in accordance with the books of accounts maintained by the PARTNERSHIP FIRM.

4.6 The profits or losses as referred to in clause 4.4 above shall be credited to the PARTNERS CAPITAL ACCOUNT and shall be available for withdrawal by the PARTNERS during the year as per mutual convenience.

Signature of PARTNER(s)

DEED OF PARTNERSHIP

5. WORKING PARTNERS AND REMUNERATION

5.1 The PARTNERSHIP business shall be carried on by all the PARTNERS as WORKING PARTNERS themselves faithfully, diligently, honestly, lawfully and in the best interests of the PARTNERSHIP FIRM and in accordance with the policy and decisions taken by the PARTNERS from time to time.

5.2 No remuneration shall be payable to the WORKING PARTNERS.

6. DURATION & DISSOLUTION OF FIRM

6.1 The PARTNERSHIP FIRM is at WILL.

6.2 The PARTNERS may retire from the PARTNERSHIP FIRM, by giving a Notice of Retirement to the PARTNERSHIP FIRM and the other PARTNERS at least three (3) months before his Retirement.

6.3 The business of the PARTNERSHIP FIRM shall continue until it is dissolved in the manner decided by the PARTNERS in accordance with this DEED and the Indian Partnership Act, 1932.

7. ACCOUNTS & ACCOUNTING YEAR

7.1 The PARTNERSHIP FIRM shall maintain books of accounts and other documents, as far as possible, at the Registered Office of the PARTNERSHIP FIRM.

7.2 The said books of accounts and other documents shall be available for inspection by the PARTNERS during the normal working hours of the PARTNERSHIP FIRM.

7.3 The Financial Year ending on 31st March every year shall be the accounting year of the PARTNERSHIP FIRM.

7.4 The Final Accounts comprising the Balance Sheet and the profit and loss account prepared for a Financial Year and signed by all the PARTNERS shall be deemed to be Final and shall not be called into question by any PARTNER, thereafter.

Signature of PARTNER(s)

DEED OF PARTNERSHIP

8. IMPLIED AUTHORITY OF PARTNERS

The PARTNER(s) shall for and on behalf of the PARTNERSHIP FIRM, subject to the provisions of this PARTNERSHIP DEED, be jointly / severally entitled:-

8.1 To enter into contract(s) with any person(s) for carrying out the business of the PARTNERSHIP FIRM.

8.2 To open and operate Banking Accounts with Scheduled Commercial Banks.

8.3 To sign, draw, accept, negotiate, pay, satisfy or receive any Negotiable and / or mercantile Instruments for payment or delivery of money, etc.

8.4 To sign, verify, attest, execute, etc. any document or papers in the ordinary course of business.

8.5 To apply for all kinds of licenses, permits and to submit tenders, sign statutory papers and agreements, etc and to represent the PARTNERSHIP FIRM before all Statutory authorities.

8.6 To devote reasonable time and energy for the PARTNERSHIP FIRM business and shall not allow its works to suffer but the PARTNER(s) shall be at liberty to carry on all other business(es) and / or professional engagements of their own without any hindrance whatsoever.

8.7 To act on behalf of the PARTNERSHIP FIRM, generally.

8.8 The borrowing powers of PARTNERSHIP FIRM & PARTNERS on behalf of the PARTNERSHIP FIRM are limited.

8.9 For the removal of doubts, it is hereby clarified that no Power of Attorney shall be required in favour of the PARTNER(s) so acting on behalf of the PARTNERSHIP FIRM.

Signature of PARTNER(s)

DEED OF PARTNERSHIP

9. OBLIGATIONS AND DUTIES OF PARTNERS OBLIGATIONS AND DUTIES OF PARTNERS

The PARTNER(s) shall jointly/severally be obliged:

9.1 To keep proper records of all business transacted by him on behalf of the PARTNERSHIP FIRM.

9.2 To render true and proper accounts in respect of receipts and payments of money and of any other business transacted by him on behalf of the PARTNERSHIP FIRM.

9.3 To give such information as may be required from time to time of all business matters and transactions related to the PARTNERSHIP FIRM.

9.4 To payoff any creditors of the PARTNERSHIP FIRM as may arise in the due course of business as promptly as maybe possible.

10. ARBITRATION & JURISDICTION

10.1 Where any dispute arises between the PARTNERS and the PARTNERS cannot settle the same amicably and mutually, the same shall be referred to Arbitration under the aegis of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof for the time being in force.

10.2 The venue, language of proceedings and fees and cost of Arbitration shall be decided by the parties hereto.

10.3 The Jurisdiction for all Civil disputes relating to this Firm between the PARTNER(s) inter-se or the PARTNERSHIP FIRM or their Legal Representatives shall be in the Courts of **DISTRICT** in the State of **STATE**.

Signature of PARTNER(s)

DEED OF PARTNERSHIP

11. RESIDUARY MATTERS

11.1 If any of the clause of this PARTNERSHIP DEED are repugnant or derogatory to the provisions of the Indian Partnership Act, 1932 or any statutory modification or re-enactment thereof for the time-being in force, then the provisions of the Indian Partnership Act, 1932 shall always prevail.

11.2 The invalidity of any provision of this PARTNERSHIP DEED shall not affect the continuing enforceability of the remaining provisions thereof.

11.3 This PARTNERSHIP DEED constitutes the Entire Agreement between the parties with respect to the matters referred hereto and supersedes all previous agreements, express or implied.

11.4 The paragraph headings are provided for convenience only and do not signify the meaning and intent of the parties hereto and in no case shall be used to construe or interpret the terms of this PARTNERSHIP DEED.

11.5 The term and covenants of this PARTNERSHIP DEED can be amended at any time with the mutual consent of all the PARTNERS expressed in writing.

11.6 The Partners shall soon after the execution of this PARTNERSHIP DEED by all the PARTNERS, commence formalities and take the required steps to register the same with the Registrar of Firms and other appropriate authorities, and complete all formalities and verify all documents in connection therewith.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their hands and seal to this DEED OF PARTNERSHIP on the day, month and year first above mentioned.

Signatures of WITNESS(es)

1.
(X)

(NAME & TITLE)

2.
(X)

(NAME & TITLE)

Signature of PARTNER(s)

FIRST PART
(X)

(NAME & TITLE)

SECOND PART
(X)

(NAME & TITLE)