

# Legal Document Analysis Summary

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## Document Summary

Agreement Admitting a Minor to the Benefit of Partnership This Agreement is made at this ..... day of ..... between Mr. A of the First Part, Mr. B of the Second Part and Mr. C of the Third Part and Shrimati X for self and as the natural guardian of her minor son Y of the Fourth Part. Whereas the parties hereto of the First Second and Third Parts have been carrying on business in partnership alongwith Mr. D In terms of deed of partnership dated ..... entered into by the said partners. And Whereas the said D died on the day of ..... leaving his widow X and a minor son named Y as his heirs. And Whereas the said X made a claim for the share of the said D In the assets of the said partnership including goodwill and undistributed profits . And Whereas the said claim has been settled between the parties hereto of the first, second and third parts and the said X and It Is agreed that the said X for self and as the natural guardian of the said minor Y shall be paid a sum of Rupees ..... in full payment of the share of the said deceased partner D In the capital assets including goodwill of the said partnership and that the said Y shall be admitted to the benefits of the partnerships by paying a share of 5% In the net profits of the firm. And Whereas the said amount of ..... has been paid to the said X before the execution of these presents partly in cash and partly in securities In the nature of units of the Unit Trust and purchased in the name of the said X and the said minor Y jointly in order to safeguard the interest of the said Y and the said X hereby acknowledges receipt of the said amount in full and declares that she for self and as the natural guardian of the said Y. has no claim against said firm on account of the share of the said deceased partner D. And Whereas the parties hereto of the first, second and third parts further agree that they hereby admit minor Y to the benefits of the said partnership by paying him a share of 5% in the net profits of the said partnership. He will not be liable to pay any part of the losses of the said firm. And Whereas the parties of the first, second and third parts agree and declare that they will pay the amount of the said share of the minor Y in the net profits of the firm within three months from the end of the accounting year. And Whereas it is further agreed and declared that in view of the share given to the said Y in the profits of the firm the shares of the partners of the first. second and third parts in the profits of the firm will be readjusted and shall be as follows- Mr. A's share will be ..... 35% Mr. B's share will be ..... 35% Mr. C's share will be ..... 25% However the losses of the partnership will be borne by the parties of the first, second and third parts equally. And Whereas it is further agreed and declared that on the said minor attaining the age of 18 years. he will be admitted as a partner In the said firm if the partnership continues till then, on such terms as may be agreed between all the then partners and the said D but not otherwise. And Whereas subject as aforesaid the parties of the first, second and third parts will continue to carry on the business in partnership in terms of the said deed of partnership above recited. And Whereas amendment made by this deed in the

constitution and terms of the partnership will be registered as required by the Partnership Act, and the Income Tax Act within the prescribed terms. IN WITNESS WHEREOF the partners have put their hands the day and year first hereinabove written Signed by the withinnamed Mr. A in the presence of Signed by the withinnamed Mr. B in the presence of Signed by the withinnamed Mr. C in the presence of Signed by the withinnamed Mr. X for self and as natural guardian of Y a minor in the presence of Agreement Admitting a New Partner This Agreement is made at this ..... day of ..... between Mr. A and B hereinafter jointly referred to as the existing partners of the one part and Mr. C hereinafter referred to as the new partner of the other part. Whereas Mr. A and Mr. B are carrying on business In partnership in the name of M/s. A B and Company as from the day of ..... under and by virtue of the deed of partnership dated the ..... day of ..... entered into between them. And Whereas the existing partners now desire to admit the new partner as an additional partner In the said partnership and the new partner Is also willing the join the said partnership on the terms hereinafter provided. And Whereas the present book value of their shares in capital contribution of the existing partners Mr. A and Mr. B and in the assets of the Firm Is rupees. .... and rupees ..... respectively which the new partner has agreed to accept. And Whereas the new partner is willing to bring in a capital contribution of rupees ..... In the Firm Now it is agreed by and between the partners hereto as follows - 1. The existing partners hereby admit the new partner as a partner alongwith the existing partners of the said firm carried on or in the name of M/s A B and Company as from the ..... day of ....., 2000. 2. The partnership business will be carried on the same name as above mentioned and at the same place of business as at present. 3. The business of the partnership will be the same as at present carried on and may be changed or added to with the consent of all the partners. The shares in the capital assets including goodwill of the firm as on this day ..... of the said three partners will be treated as follows - Mr. A ..... 40% Mr. B ..... 40% Mr. C ..... 20% (5) The shares of the parties hereto In the net profit and losses of the partnership will be as follows – Mr. A ..... 40% Mr. B ..... 40% Mr. C ..... 20% 6. The duration of this new partnership will be at will but any partner may retire from the partnership by one month's prior notice. In case of difference of opinion on any question regarding business, the opinion of the majority will be final and binding on all the partners. Subject to what is otherwise provided herein the terms and conditions mentioned in the said deed of partnership dated ..... will be binding on the parties as if the said Mr. C was a party thereto and subject as aforesaid the said the deed of partnership as amended by this agreement will be treated the deed of partnership between the parties hereto. The change in the constitution of the said firm made by this agreement will be notified or registered under the Partnership Act, and Income Tax Act, as per the legal requirements thereof. IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written. Signed by the within named Mr. A in the presence of Signed by the within named Mr. B in the presence of Signed by the within named Mr. C In the presence of Agreement Admitting Minor to the Benefits of Partnership This Agreement made at ..... on this..... day of ....., 2000, between A son of ..... resident of ..... of the FIRST PART, B son of ..... resident of ..... of the SECOND PART and C son of ..... resident of ..... of the THIRD PART. Whereas the parties hereto are carrying on the business of ..... in partnership under the name and style of M/s. .... at ..... upon the terms and conditions mentioned in the Deed of Partnership dated ..... And Whereas the

parties have agreed to admit the minors D and E to the benefits of the partnership. Shri D son of ..... minor (Date of birth), resident of ..... shall be admitted to the benefits of partnership between A, B, and C in terms of Deed of Partnership dated ..... from the date of these presents. The net profits of the partnership shall be arrived at after providing for payment of remuneration to the working partners and interest to the partners as provided shall be divided among the partners in the following shares and proportion: i A 30 paise in a rupee in the net profits 40 paise in a rupee in the net losses. ii B 30 paise in a rupee in the net profit 40 paise in a rupee in the net losses. It is also agreed that the said minor D shall be entitled to the benefits of partnership and shall not be personally liable for any obligations and liabilities of the firm but his share in the profits of the firm shall be liable for any obligations and liabilities of the said firm and pending the said minor attaining majority, his share in the profit of the partnership shall be accumulated to the credit of the minor, so as to be available to meet his share of loss, if any incurred by the firm at any time during his minority. Subject to modifications made by this agreement, all other terms and conditions in the partnership deed dated ..... executed between A of the one part, B of the second part and C of the third part shall, remain unchanged and shall be binding on all the parties hereto. IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written. Signed and delivered by the within named A Signed and delivered by the within named B Signed and delivered by the within named C WITNESSES; 1. Agreement introducing a New Partner in the Existing Partnership This Agreement made at ..... this ..... day of ....., 2000, between A, son of ..... resident of ..... B, son of ..... resident of ..... (hereinafter collectively called the partners) of the ONE PART and C, son of ..... resident of ..... (hereinafter called the new partner) of the OTHER PART. Whereas the partners are carrying on the business of ..... under the name and style of M/s. .... at ..... in terms of Deed of Partnership dated ..... And Whereas on the request of the new partner, the partners have agreed to introduce him as a partner in the partnership and in consideration of the new partner contributing the sum of Rs. .... towards the capital of the partnership of the partners. This Agreement is supplemental to the deed of partnership dated ..... made between the said partners. From the date hereof, the said new partner shall be a partner with the partners subject to the terms and conditions of the said partnership deed except in so far as the same are varied by this agreement. The capital of the partnership shall be Rs. .... contributed by the parties hereto in equal one-third shares and the partners shall be entitled to share the profits and bear the losses of the partnership in proportion to their respective shares in the partnership. The old partners shall be liable for the debts, liabilities and obligations of the old partnership and they shall indemnify and keep indemnified the new partner and also all the assets and rights of the partnership firm against such debts, liabilities and obligations and against all proceedings, costs, claims and expenses in respect thereof. Except as modified by this agreement, the said partnership deed of date ..... shall hereafter be read and construed as if the same had been executed by the partners and new partner hereto. IN WITNESS WHEREOF, the parties hereto have set and subscribed their hands, the day and year first hereinabove written. Another Partnership Deed This Deed of Partnership made at ..... this ..... day of ....., 2000, between A, son of O of Bombay Hindu

inhabitant, resident of ..... of the ONE PART, B, son of E of Bombay Hindu inhabitant resident of ..... of the SECOND PART and Mrs. C, wife of F, of Nagpur Hindu inhabitant, resident of ..... of the THIRD PART. Whereby It Is Agreed that the parties hereto (hereinafter together called the partners) shall become partners in the business of ..... for the term of ..... years with effect from ..... upon the terms and conditions hereinafter contained namely: 1. The partnership shall be carried on in the name and style of M/s. The partnership business will be carried on at ..... and/or at such other place or places, as shall be agreed to by the partners from time to time.

..... which shall be contributed by the partners in the following proportions. First Party 40% Rs . ..... Second Party 40% Rs . ..... Third Party 20% Rs . The further capital if any required by the partnership shall be brought by the partners and such additional capital brought by the partners shall be treated as loan to the firm and shall be paid interest @ ..... % p.a. out of the gross profits of the firm. The partners may agree to increase the capital of the firm by bringing in additional contribution in the proportion of the shares held by them in the initial capital of the firm. At the time of increase of the capital, the additional capital of the partner or partners may be adjusted against the increased capital. The bankers of the partnership shall be ..... The bank account of the firm shall be operated upon by any partner. The net profits of the business shall be divided between the partners in the proportion of the capital and they shall bear all losses including loss of capital in the same proportion.

The firm shall maintain usual account and other books at the place of business and they shall be kept properly posted up to date and shall not be removed from the place of business without the consent of all the partners. Each partner shall have free access to the books of account of the partnership at all times and shall be entitled to make such copies or extract therefrom as he may think fit. The First and the Second Party shall devote their whole time and attention to the interests of the business and shall be the working partners. They shall be entitled to equal remuneration for their working out of the amount computed in the manner laid down under section 40(b) of the Income-tax Act, 1961. The remuneration so computed shall be worked out and credited in the books of account, at the close of the accounting year period. Be just and faithful to other partners in the transactions relating to partnership business; ii. Pay his separate debts and indemnify the other partners and assets of the firm against the same and all other proceedings, costs, claims or demands in respect thereof; iii. Give full information and truthful explanations of all matters relating to the affairs of the partnership to ail the partners at all times. No partner shall without the consent of the other partners- i Engage in any other business directly or indirectly. ii Lend money or give credit of the goods of the firm to whom the other partners have previously forbidden him to trust. iii Mortgage, charge or assign his share in the assets or profits of the firm. iv Draw, accept or indorse any bill of exchange or promissory note on account of the firm. v Engage, remove or dismiss any apprentice, employee or agent of the firm. vi Give any security or promise for the payment of money on account of the firm except in the ordinary course of business. vii Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the partnership property may be endangered. viii Buy, order or contract any property or goods for the firm exceeding Rs. .... ix Sign any cheque on behalf of the firm to, a sum exceeding Rs. .... x Compromise or compound or, release or, discharge any debt due to the partnership. The accounts of the partnership shall be maintained according to the financial year, from 1st April to 31st March and general account

shall be taken of all the capital assets and liabilities to, the time being of the partnership as on ..... in each year and a balance sheet and profit and loss account shall be prepared by M/s. .... Chartered Accountants or any other Chartered Accountants to be agreed upon by the partners and a copy thereof shall be furnished to each of the partners, who shall be bound thereby, unless some manifest error shall be discovered within six months, in which case such error, shall be rectified. Immediately after the preparation of the said balance sheet and profit and loss account, the net profits less sums drawn by the partners shall be divided to the partners. Each partner, shall be entitled to ..... weeks holiday in each year and all the partners shall make choice of the holiday alternatively. A new partner, may be introduced with the consent of all the partners on such terms and conditions as the partners agree with the Person to be introduced as a partner, in the firm. On the death of any partner, during the continuance of the partnership, the firm shall not be dissolved, the surviving partners shall have the option to purchase the share of the deceased partner, in the partnership business and the property and goodwill thereof. The purchase price of the share of deceased partner shall be the amount at which such share shall stand in the last balance sheet which shall have been prepared prior to the death of the deceased or in the event of the death of either, partner before the preparation of the first balance sheet the sum credited to him as his share of capital, and interest at the rate of ..... % p.a. of profit from the date of the then last preceding annual account up to the date of death of the deceased. The partner, purchasing the share of the deceased partner, shall also enter, into a covenant to indemnify the personal representatives of the deceased partner from the existing and future debts, obligations and liabilities of the partnership. If a partner retires or becomes insolvent, then the partnership will not be dissolved, and the remaining partner, shall have the option to purchase the share of such partner and the purchase price shall be calculated as given in the preceding clause. All outgoing and expenses of the partnership and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits, next out of capital and in the case of further deficiency, by the partners in the shares in which they are entitled to the net profits of the partnership business. All partnership moneys, bills, notes, cheques and other instruments received by the partnership shall as and when received be paid and deposited in the bank to the credit of the firms' account, except such sums as are immediately required to meet the current expenses of the partnership firm. All transactions of the firm shall be done in the name of the partnership and all goods shall be purchased or sold in the firm name. shall be issued in the name of the firm. If any partner shall assign, charge or encumber his share in the partnership or shall become bankrupt or a lunatic or otherwise permanently incapable of attending to the partnership business or shall absent himself from the partnership business for more than ..... days, in any period of the twelve months except during his annual holiday without the consent of the other partners, or commit any breach of any of the provisions of this agreement or commits any criminal offence or do or suffer any act which would be a ground for the dissolution of the partnership by the court and in any such case it shall be lawful for the other partners by notice in writing to the offending or incapacitated partner or his trustee or official assignee to determine the partnership whereupon the partnership so far as concerns such partner shall determine and the other partner shall have the option to purchase his share and pay the purchase price to the offending partner or his trustee or official assignee in accordance with clause 14 hereof. Upon the determination of the partnership by efflux of time or in the case of death, retirement or

expulsion of a partner from the partnership, the surviving or other partner shall not exercise the option of purchasing the share and interest of the deceased, retired or expelled partner or the partnership is determined by any other event not herein otherwise provided, a full and general account of the assets, credits, debts, liabilities of the partnership shall be taken and the assets and credits shall be sold, realised and the proceeds shall be applied in paying and discharging debts, liabilities and expenses of and incidental to the partnership business and the winding up affairs of the partnership affairs and subject thereto in paying to each partner any unpaid profits which may be due to him and his share of the capital and the balance of such proceeds shall be divided between the partners in the shares in which they are entitled to the net profits of the partnership and the partners shall execute, do or cooperate in all necessary or proper instruments, acts, matters and things for effecting or facilitating the sale, realisation and getting in of the partnership assets and credits and the application and division of the proceeds thereof and for their mutual release or indemnity or otherwise. Upon the determination of the partnership, each partner shall have the option to purchase the goodwill of the partnership on a price as agreed to by the partners, and if no partner exercises the option to purchase the goodwill, the same shall be sold to a willing purchaser, PROVIDED THAT it upon any such determination as aforesaid of the partnership, the business thereof shall be sold as a going concern, the goodwill shall be sold along with the business. No partner (unless he is the purchaser of such business) shall directly or indirectly carry on or be concerned or interested in a similar business in his own name in the locality of the firm within a period of ..... years from the completion of sale of goodwill. The value of the goodwill shall be considered as an asset of the firm and will be added to and form part of the sum payable to all the partners on the dissolution of the partnership. All disputes and differences whatsoever which shall arise between the partners or between the partners and the personal representatives of the deceased partner relating to any matter whatsoever touching the affairs of the partnership or the interpretation of this agreement and whether before or after the determination of the partnership shall be referred to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. All the other matters for which no provision is made in this deed, shall be decided by the majority of the partners for the time being of the partnership. IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written. Signed and delivered by the within named A Signed and delivered by the within named B Signed and delivered by the within named Smt.C WITNESSES; 1. DEED CONFIRMING PARTITION OF A HINDU UNDIVIDED FAMILY EFFECTED EARLIER THIS DEED OF PARTITION is made on the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN Mr..... S/O Mr..... Resi..... of the first part; AND Mr..... of the second part; AND Mr..... Resi..... of the third part; all three after it collectively referred to as parties and individually as the first party, second

party and third party respectively, which expression is inclusive of their related successors, heirs representatives and assigns. WHEREAS 1. The parties consist a Hindu undivided family ruled by the Mitakshara School of Hindu law. By mutual consent, the parties, on the \_\_\_\_ day of \_\_\_\_ adjudged for doing a total partition of assets/properties of the Hindu undivided family. Per this decision, a division of the properties/assets was made on the \_\_\_\_\_ by mutual consents, convincing all the parties by it. share of each party was delivered and transferred in his name in the municipal records. It is intended, that the parties may not controvert all the assets of the family laid in Schedule A to this deed, were partitioned. The first party, the second party and the third party, consisting a Hindu undivided family having separated from each other and have divided the family assets as detailed in Schedule A of this deed. 2. assets were divided by parties into three parts, the following division between the parties has been adjudged upon; Party of the first part..... All the property given in Schedule I Party of the second part..... All the property given in Schedule II Party of the third part..... All the property given in Schedule III 3. Each of the above stated parties is and shall be complete owner of property as given to him as per clause 2 above. None other party shall bear any rights, title or interest in those assets after it. This partition was made by mutual agreement, leaving no power to any party in assailing on any ground whatsoever. The first party shall keep original deed of partition. A true copy signed by all the parties shall be kept by other parties, which true copy shall be considered as effective as the original deed for all purposes and intents. IN WITNESS WHEREOF, the parties to this deed have set their hands in the presence of \_\_\_\_\_ PARTY OF THE FIRST PART

\_\_\_\_\_ PARTY OF THE SECOND PART \_\_\_\_\_

PARTY OF THE THIRD PART Witnesses: 1. 2 Deed of Dissolution of Partnership (Involving immovable property) This Deed of Dissolution Is made at ... this day ... between Mr. A residing at ... hereinafter referred to as 'the Party of the First Part' and Mr. 'B' residing at ... hereinafter referred to as 'the Party for the Second Part' and Mr. 'C' residing at ... hereinafter referred to as 'the Party of the Third Part,' Whereas the Parties hereto have been carrying on business of... in partner- ship in the Firm name of M/s. XYZ & CO on the terms and conditions recorded in the Deed of Partnership dated ... entered into by and between the parties hereto. since the ... day of ... And Whereas as certain differences have arisen between the parties hereto (or as the parties do not desire to continue the said partnership for diverse reasons the parties) have agreed to dissolve the said partnership as from the ... day of ... on the terms herein recorded. And Whereas the assets of the partners consist of i. the land and premises purchased and belonging to the Party of the First Part and brought in by the Party of the First Part as his contribution to the capital of the Firm ii. the lands and premises described In the Second and Third Schedules hereto purchased or otherwise acquired by the Firm in the course of Its business. And Whereas accounts of the partnership business have been made upto the date of dissolution and the total value of the assets have been ascertained to be Rs... including Bank balances, and outstanding debts and excluding therefrom the debts and liabilities of the Firm. And Whereas each partner is entitled to an equal share in the assets and profits of the firm, under the said Deed of Partnership. And Whereas it is agreed that the property described In the First Schedule will be returned back to the Party of the First Part in lieu of his share In the said assets, the property described In the Second Schedule will be assigned to the Party of the Second Part in lieu of his share in the said assets and the property described in the Third Schedule will be retained by the Party of the Third Part in lieu of his share in the

said assets. And Whereas for equalisation of shares the Party of the Third Part will pay to the Parties of the First and Second Parts in cash a sum of Rs... in the manner hereinafter provided. -- And Whereas it is agreed that the business of the firm will be continued by the Party of the Third Part alone in the same name and he will be entitled to retain not only the property described in the Third Schedule but all the stock-in- trade, furniture, articles and moneys in lieu of his share in the assets subject to payment of the said sums payable to the Parties of the First and Second Part and subject to all debts and liabilities of the Firm and that the Parties of the First and Second Part will be deemed to have retired from the partnership And Whereas the parties have agreed to record the terms of and effectuate the dissolution of the Firm In the manner following. It Is agreed and declared that the partnership between the parties hereto in the name of M/s ... be and it is hereby dissolved with effect from the ... day of ....., 2000. The accounts of the business and assets, profits and losses of the said partnership firm till the date of dissolution have been made and settled and signed by the Parties and the Parties confirm the same and except as hereinafter provided no party is liable to the others in respect thereof. The business of the Firm shall be continued to be carried on by the Party of the Third Part alone and as the sole proprietor thereof as from the said date and the Parties of the First and Second Part shall be deemed to have retired from the partnership and shall have no claim thereto except to the extent hereinafter mentioned. The property described In the First Schedule hereto shall cease to be a part of the assets of the Firm and shall continue to belong to the Party of the First Part in his own personal capacity and the Parties hereto of the Second and Third Part hereby release and renounce all their right, title and Interest therein or thereto as partners of the Firm. The property described in the Second Schedule hereto shall also cease to be a part of the assets of the Firm and shall belong to the Party of the Second Part alone and in his own personal right and the Parties of the First and Third Part hereby grant, transfer and release all their respective shares, right, title and interest therein together with the appurtenances thereto To Have and To Hold the same unto and to the use of the Party of the Second Part absolutely subject to the payment of the taxes, rates, assessments, dues and duties payable in respect thereof to the Government or Municipal Corporation or any other public body. The Parties of the First and Second Part also release or renounce in favour of the Party of the Third Part all their share, right. furniture and other articles and moneys belonging to the Firm, the goodwill, thereof and in or to all the debts and outstandings belonging to the Firm. The property described in the Third Schedule hereto shall belong to the Party of the Third Part alone and the Parties of the First and Second Part hereby grant, transfer and release all their respective shares, rights. title and interest therein To Have And To Hold the same unto the use of the Party of the Third Part absolutely subject to the payment of all the taxes, rates, assessments, dues and duties In respect thereof payable to the Government or the Municipal Corporation or any other public body. The Party of the Third Part agrees and covenants to pay to each of the parties of the First and Second Parts a sum of Rs... by quarterly equal instalments with Interest thereon at ... % p.a. the first of such instalments to be paid on the ... day of ... and each subsequent instalments on the ... day of each subsequent quarter provided that in default of payment of any two instalments the whole of the said amount or any part thereof then remaining due shall become payable forthwith and provided further that, the payment of the said amounts shall remain charged on the property described in the Third Schedule hereto and allotted to the Party of the Third Part. The Party of the Third Part covenants with the Parties of the First and Second Part that he will



pay and is liable to pay all the debts and liabilities of the Firm subsisting on the date of dissolution including liabilities of Firm's income-tax and other taxes and Government dues and shall indemnify and keep indemnified the Parties of the First and Second Parts against the said liability and against all loss, costs, charges and expenses incurred by any of them on account of such debts and liabilities or any of them or any part thereof being required to be paid by them or any of them. Each of them the Parties hereto hereby releases the other or others from all proceedings, accounts, claims and demands in respect of the said partnership but without prejudice to any rights or claims and remedies in respect thereof under these presents. The Parties of the First and Second Part hereby jointly and severally appoint, nominate and constitute the Party of the Third Part their attorney or agent with authority to collect all the assets and property of the partnership and to ask, demand, sue for and recover and receive and to sign and give discharge for all the debts, estate and effects or other moneys due or owing or in any wise belonging to the said partnership and to settle accounts, reckoning, matters and things whatsoever relating thereto and to compound or release all or any of the debts or claims belonging to the partnership and to Institute any suit or legal action or other proceedings for compelling payment, discharge or delivery of any moneys or other property belonging to the partnership and for any of the purposes aforesaid from time to time to appoint any substitute or substitutes and at any time to remove him or them, to sign, declare pleadings, and generally to do all such acts and things as may be necessary or expedient for the purpose of recovering All debts and liabilities of the Firm or for vesting in the Party of the Third Part the premises hereby assigned or released to him. The Parties of the First and Second Part shall not for a period of one year from the date hereof carry on or engage or be concerned or interested either directly or indirectly in the same business carried on by the said partnership in the city of ... 13. The benefits of or rights to all permits licenses held by the said Firm shall belong to the Party of the Third Part alone and the Parties of the First and Second Part will have no right or claim thereto. Each of the parties hereto agrees and undertakes to sign all applications, required to properly transfer the properties and other assets allotted, assigned or released to the other or others including all licenses and permits in the Government or Municipal records or otherwise but the costs, charges and expenses in respect thereto will be borne by the party requiring such documents to be signed. Each of the parties hereto assures the others that except as recorded in the books of account of the Firm and other record, any of them has not received, collected or discharged or compromised any claim demand or credit due or to become due to the Firm or incurred any debt or liability or obligation that may now or hereafter directly or indirectly charge or affect the partnership or any of its property and assets. The notice of the dissolution of the firm in the prescribed form will be given by the Party of the Third Part within prescribed time as required by the Partnership Act and Rules made thereunder and the Party of the Third Part will publish the dissolution in the Government Gazette as early as possible. All the expenses of and incidental to stamp and registration of this Deed will be borne by the parties hereto in equal shares. The original of this Deed will remain in the custody of the Party of the Third Part and will be produced by him to the other or others whenever required for inspection or production before any Court. One duplicate signed copy of this Deed will remain with each of the other two parties hereto. Notwithstanding anything hereinbefore contained all the liability for income-tax on the personal Income including capital gains tax of any party hereto including any interest thereon and penalties imposed in respect thereof incurred before dissolution or after will be

that of the party whose Income it is and such party shall indemnify and keep indemnified the other parties against such liability and costs. IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written. THE FIRST SCHEDULE ABOVE REFERRED TO THE SECOND SCHEDULE ABOVE REFERRED TO THE THIRD SCHEDULE ABOVE REFERRED TO Signed and delivered by the withinnamed Party of the First Part Mr. A in the presence of Signed and delivered by the withinnamed Party of the Second Part Mr. B in the presence of Signed and delivered by the withinnamed Party of the Third Part Mr. C in the presence of Deed of Dissolution Where the Business is Continued by Some Partners This Deed of Dissolution made at ..... this ..... day of ..... 19..... between a, son of ..... resident of ..... and B, son of ..... resident of ..... (hereinafter collectively called as "Continuing Partners") of the ONE PART and C, son of ..... resident of ..... (hereinafter called as "Retiring Partner") of the OTHER PART Whereas The parties hereto were carrying on the business of carrying on ..... under the name and style of M/s. .... at ..... under the terms of a Deed of Partnership dated ..... made between them. And Whereas the retiring partner has indicated his desire to retire from the partnership. And Where as the partners have agreed to dissolve the said partnership in the manner hereinafter appearing. That the retiring partner shall retire from the partnership from the date of these presents, but the partnership between the continuing partners will continue on the terms of the said Deed of Partnership as modified by this deed. That the accounts of the assets and liabilities of the said partnership have been taken and a Balance Sheet of the same has been prepared and signed by the partners showing the net value of assets of the firm at Rs. .... after deducting the debts and liabilities thereof and the value of the share of retiring partner has been computed at Rs. .... and the continuing partners have paid the said sum of Rs. .... to the retiring partner vide D.D. Branch, ..... (the receipt whereof the retiring partner hereby acknowledges). That in consideration of the said Rs. .... paid by the continuing partners to the retiring partner, the retiring partner hereby assigns to the continuing partners all the share and interest of the retiring partner and in the goodwill, book debts, credits and all property, cash in hand and at the bank and chattels of or belonging to the partners hereto in connection with the partnership TO HOLD unto the continuing partners in equal shares absolutely. The continuing partners hereby jointly and severally covenant, with the retiring partner to pay, discharge and fulfil all debts, liabilities and obligations of the partnership and at all times to indemnify and keep indemnified the retiring partner and his legal representatives, estate and effects and from all proceedings, costs, claims and expenses in respect thereof. The retiring partner hereby covenant to execute such deeds or other documents as may be required for releasing his share and interest in the partnership and leasehold premises to the continuing partners. The retiring partner hereby irrevocably appoints the continuing partners his attornies, in his name, solely or jointly with the continuing partners to collect all assets, and property of the partnership and to demand, sue, recover and receive and to sign and give full and effectual receipts and discharges for all the debts, estate and effects of or due or owing or in anywise belonging to the partnership and to settle all accounts and matters relating thereto and to compound, compromise or release all or any of the debts or claims belonging to the partnership and to institute suits, actions or other proceedings for compelling payments, discharge or delivery thereof and to appoint a

substitute or substitutes for any of the purposes aforesaid from time to time and at any time to remove any substitute and generally to do all such acts or things as may be necessary or expedient for the vesting of rights and assets in the continuing partners hereby assigned. The retiring partner shall not carry on or be concerned or interested in the business of ..... within the city of ..... either, directly or indirectly, alone or jointly with or as director, manager, agent or employee of any other company, firm corporation or person. The capital of the partnership shall belong to the continuing partners in equal shares and the profits and losses of the partnership (including profits and losses of capital nature) shall belong to and shall be borne by the continuing partners in equal proportion. The continuing partners will give due notice of retirement of retiring partner through the gazette, newspapers and by circulars to all persons, firms and bodies with whom the partnership has had dealings. The continuing partners shall also file necessary forms with the Registrar of Firms ..... and Assessing Officer ..... regarding the retirement of retiring partner and change in the constitution of the said firm. The said Deed of Partnership as modified by this deed shall remain in full force and effect as between the continuing partners. IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written. Deed of Dissolution, Where One Partner Takes Over Assets and Liabilities of the Business This Deed made at ..... this ..... day of ....., 2000, between A, son of ..... resident of ..... hereinafter referred to as retiring partner, of the ONE PART and B, son of ..... resident of ..... hereinafter referred to as continuing partner of the OTHER PART. Whereas the parties hereto were doing the business of ..... at ..... under the name and style of M/s. .... in terms of Deed of Partnership dated ..... And Whereas on account of disputes and differences arising between them, the parties have decided to dissolve the partnership on the terms and conditions hereinafter appearing. The parties hereto hereby dissolve the partnership subsisting between them under the Deed of Partnership dated ..... with effect from ..... 2. The assets and liabilities of the partnership have been assessed and the final balance sheet and profit and loss account have been taken and both the parties have seen the said accounts and are satisfied about its correctness. The continuing partner has paid to the retiring partner a sum of Rs. .... (the receipt whereof the retiring partner hereby acknowledges) as consideration of the share and interest of the retiring partner in the assets, stock-in-trade, goodwill and tenancy rights of the firm. The retiring partner as beneficial owner hereby assigns and releases unto the continuing partner ALL THAT the one-half share and interest of and in the business and stock-in-trade, assets and other personal chattels including the goodwill thereof TO HOLD the same unto the continuing partner absolutely for ever. The continuing partner hereby covenants with the retiring partner that he shall discharge all the debts, liabilities and obligations of the partnership and will at all times hereafter keep the retiring partner indemnified against the said debts, liabilities and obligations and from all actions, proceedings, costs, claims and demands in respect thereof. The retiring partner hereby covenants with the continuing partner that he shall not engage himself directly or indirectly in the business of ..... for a period of ..... years from the date of dissolution of the partnership. The retiring partner hereby releases the continuing partner and the continuing partner hereby releases the retiring partner from all actions, accounts, claims and demands in relation to the said partnership and from all the covenants

and agreements contained in the said Deed of Partnership. The continuing partner hereby agrees and undertakes that he shall notify the dissolution of the partnership to the Registrar of Firms ..... and also in the ..... Government Gazette and in two newspapers within ..... days from the date of execution hereof. IN WITNESS WHEREOF the parties have hereunto set their hands, the day and year first hereinabove written. Signed and delivered by the within named A Signed and delivered by the within named B WITNESSES; 1. DEED OF PARTIAL PARTITION OF THE PROPERTY OF A HINDU UNDIVIDED FAMILY THIS DEED OF PARTIAL PARTITION is made on the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN

Mr....., of the first part;  
AND Mr....., of the second part; AND

Mr.....,  
S/o.....  
Resi..... of the third part; AND Mr.....,  
S/o.....,  
Resi..... of the fourth part;

all four hereinafter collectively referred to as parties and individually as the first party, second party, third party and fourth party respectively, which expression shall include their related successors, heirs, representatives and assigns. The parties form a Hindu undivided family owning assets of considerable value given in the Schedule A to this deed. The parties hereto have by mutual consent adjudged to partition by metes and bounds the assets of the Hindu undivided family as given in Schedule B to this deed, out of the total assets of the family as already given in Schedule A hereto. That the parties hereto have divided among themselves the assets given in Schedule B into four parts, which asset to this day formed part of the assets of the Hindu undivided family, in the following way: Party of the first part..... All the property given in Schedule I Party of the second part..... All the property given in Schedule II Party of the third part..... All the property given in Schedule III Party of the fourth part..... All the property given in Schedule IV 2. That each of the above state parties shall be the complete owner of the property assigned as given above, and none of other parties or the Hindu undivided family hence shall bear any rights, title or interest in these assets after it. That this partial partition has been affected by mutual agreement, having no power to any party to assail it on any reason whatsoever. That the first party shall keep the original deed of partial partition. The other parties shall keep a true copy signed by all the parties and which true copy will be considered as effective as the original deed for all intents /purposes. IN WITNESS WHEREOF, the parties to this deed have set their hands in the presence of \_\_\_\_\_ FIRST PART PARTY

\_\_\_\_\_ SECOND PART PARTY \_\_\_\_\_

THIRD PART PARTY Witnesses: 1. DEED OF PARTITION IN JOINT HINDU FAMILY (WITH CASH) THIS PARTITION is made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ BETWEEN AA. etc \_\_\_\_\_ of the First Part AND CC. etc \_\_\_\_\_ of the Second Part AND BB. etc \_\_\_\_\_ of the Third Part. WHEREAS the parties hereto being in possession as absolute joint owners in equal shares free from all

encumbrances whatsoever the houses, gardens, lands and premises more specifically described in the Schedules marked ■A■, ■B■, ■C■, made part of this deed have agreed with each other to put an end to their community of ownership and to divide the properties contained in the said schedules for the purposes of the same being separately and individually owned, possessed and enjoyed; AND WHEREAS the said AA., who assumed Kart ship of the family now comprising the parties hereto on the

\_\_\_\_\_, that is, on the death of DD., father of the parties hereto, has rendered full account for the period beginning with the said date, to the date hereof and no moneys, claim or charges are due and owing by any of the parties hereto against him or any other co-sharer; AND WHEREAS AA. 500 to each of the remaining parties for the purposes of equalizing the shares. That in pursuance of the said agreement and in consideration of the premises, the said AA. and the said CC. as absolute owners hereby transfer free of all encumbrances and convey absolutely unto and to the use of the said BB. their two-thirds shares in the houses, gardens, lands and premises AND the said BB. shall hereafter hold the properties described in Schedule ■A■, absolutely and forever. That in pursuance of the said agreement and in consideration of the premises and the payment of the sum of Rs. and BB., which sums the said CC and BB. hereby individually acknowledge as having received, the said CC. as absolute owners hereby transfer free of all encumbrances and convey absolutely unto and to the use of the said AA. their two-thirds share in the houses, gardens, lands and premises AND the said AA. shall hereafter hold the properties described in Schedule ■B■ absolutely and forever. That in pursuance of the said agreement and in consideration of the premises, the said BB. and the said AA. as absolute owners hereby transfer, free of all encumbrances, and convey absolutely unto and to the use of the said CC. their two-thirds share in the houses, gardens, lands and premises AND the said CC. shall hereafter hold the properties described in Schedule ■C■ absolutely and forever. That as the documents of titles mentioned in List ■D■ pertain to the properties subject of this partition and are common, it is hereby mutually agreed that the said AA. shall as custodian for and on behalf of all the parties keep the same upon the express condition that whenever needed by the parties, the said AA. shall produce the same for inspection of, and allow copies to be made, if so desired. That the value of each share shown in detail in the Schedules hereto is Rs \_\_\_\_\_. That this deed is being executed in triplicate, the original stamped copy shall be kept with the said AA. and the duplicates bearing the registry endorsements by the remaining parties. IN WITNESS whereof the said AA., CC. this the first day of \_\_\_\_\_. DEED OF PARTITION OF A HINDU UNDIVIDED FAMILY THIS DEED OF PARTITION is made...../..... BETWEEN

Mr.....

S/o.....

Resi..... of the first part; AND

Mr.....

S/o.....

Resi..... of the second part; AND

Mr.....

S/o.....

Resi..... of the third part; All three hereinafter collectively referred to as parties and individually as the first party, second party

and third party respectively, which expression shall include their related legal successors, heirs, representatives and assigns. The parties form a Hindu undivided family and it is intended, for averting all possible controversies between members, for effecting partition of all the assets of the family as made in the Schedule A to this deed. The parties have divided the assets into three parts, the following division between the parties has been adjudged upon; Party of the first part..... All the property given in Schedule I Party of the second part..... All the property given in Schedule II Party of the third part..... Each of the aforesaid parties shall be complete owner of property assigned to him per clause 2 above; no other party shall have any rights, title or interest in those assets hereafter. This partition has been affected by mutual agreement, having no power to any party to assail it on any reason whatsoever. The first party shall keep the original deed of partition. IN WITNESS WHEREOF, the parties to this deed have set their hands in the presence of Date: PARTY OF THE FIRST PART PARTY OF THE SECOND PART PARTY OF THE THIRD PART Witnesses: Deed of Partnership This Deed of Partnership is made at..... on this ..... day of ..... by and between: Shri ..... aged about ..... years, son of Shri ..... resident of ..... (Hereinafter to be called the First Party); Shri ..... aged about ..... years, son of Shri ..... resident of ..... (Hereinafter to be called the Second Party); Shri ..... aged about ..... years, son of Shri ..... resident of ..... (Hereinafter to be called the Third Party); Shri ..... aged about ..... years, son of Shri ..... resident of ..... (Hereinafter to be called the Fourth Party); Whereas the parties to this deed have been carrying on the business of ..... under the name and style of M/s. .... with its principal place of business at ..... on the terms and conditions incorporated in the Partnership Deed executed on ..... And Whereas vital amendments have been made by the Finance Act, 1992 in the procedure for assessment of firm. Consequent to the said amendment, the parties to this deed had a meeting and have orally and mutually agreed to amend and alter some of the terms and conditions contained in the aforesaid partnership deed with effect from 1-4-1992. AND FURTHER WHEREAS the parties to this deed have been carrying on the above said business in partnership on the terms and conditions orally and mutually agreed amongst themselves as aforesaid; And Now Whereas the parties to this deed desire that the terms and conditions on which they have been carrying on the above said business in partnership since ..... and propose to continue in future be reduced to writing to avoid future difficulties or misunderstanding. NOW, THEREFORE THIS DEED WITNESSETH as under, incorporating the aforesaid amendment/alteration in the terms and conditions of the partnership: 1. That the partnership business has been and shall continue to be carried on under the name and style of M/s. That the partnership business has been and shall continue to be that of ..... with its principal place of business at ..... The parties by mutual consent may carry on business at such other place or places, in such other name or names and of such other nature or natures, as they may deem fit and proper from time to time. That the amount lying to the credit of the partners as on 1-4-1992 shall be deemed as their capital investment. Further capital, loans or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners. That interest at the rate of 18% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961 or any other applicable

provisions as may be in force in the income-tax assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners. Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time. That Shri ..... Shri ..... and Shri ..... the parties of the ..... parts have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration. The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year. Such amount of remuneration shall be distributed between the said working partners in the following proportion: A. Shri ..... per cent of such amount B. Shri ..... per cent of such amount C. Shri ..... per cent of such amount The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time. That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same. That the partnership has been and shall be a partnership at will. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners in the following proportion:

Sr. No.	Name of Party	Share in profits
1.	The	losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

That the bank account or accounts have been and shall be maintained in the name of the firm and shall be operated singly or jointly by the partners. That the books of account shall be closed on 31st day of March each year. The net profit or loss after deducting all expenses, interest, remuneration, outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove. That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to

by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession. That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefor and may set in such manner with regard thereto as may be agreed upon by and between themselves. That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves. That the partners to this deed are partners in their individual capacity/representing HUF styled as M/s. The parties do not represent any other person. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof. That the parties of ..... part are not working partners but are only financing, dormant and sleeping partners. The parties of ..... part need not be in charge of, responsible to the firm for the conduct of the business of the firm and need not take interest in day-to-day working and business of the partnership firm. That the parties of the ..... part shall not be liable to any criminal action for the business or working of the partnership firm or for the acts of the other partners or its employees or its representatives for and on behalf of or on account of the partnership firm or for the purposes of the partnership firm. The said partners shall not be liable for any liability, civil or criminal, against the partnership firm or other partners. That the said partners shall not become and shall not be liable for any criminal action for any default or offence committed by other partners or employees or authorised representatives of the firm under the Income-tax Act, Customs Act, Foreign Exchange Regulation Act, Sales tax Laws or other Central or State Acts, laws, Rules or Regulations. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership. That all disputes and questions in ..... connection with the partnership or this deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force. IN WITNESS WHEREOF the parties to this deed have set their hands on the day and year first above written and in the presence of: First Party Second Party Third Party Fourth Party WITNESSES; 1. Deed of Retirement This Deed/Agreement is made at... this ... day of ... between Mr. A residing at ... hereinafter referred to as 'the Retiring Partner' of the One Part and Mr. 'B' residing at ... and Mr. 'C' residing at ... both collectively hereinafter referred to as the 'Continuing Partners' of the Other Part. Whereas the parties hereto have been carrying on business -in partnership under the Deed of Partnership dated - entered into by the Parties hereto in the name of M/s. ... And Whereas the Retiring Partner has given notice to the Continuing Partners of his desire to retire from the said partnership as from the.... day of ... And Whereas accordingly, accounts have been made up of the assets subject to the debts



and liabilities and of the profits earned till the said date and a sum of Rs. ... is found to be due and payable to the Retiring Partner In lieu of his share. And Whereas it is now proposed to execute this Deed of Retirement recording the terms and conditions of such retirement. Now therefore it is agreed between the parties hereto as follows- 1. The Retiring Partner doth hereby retire and shall be deemed to have retired from the said Partnership between the parties hereto and carried on as the name of M/s ... as from the ... day of ....., 2000. As from the said date the Continuing Partners have been and will be entitled to continue to carry on the said business In partnership on such terms as may be agreed upon between them. It is declared that except as hereinafter provided the Retiring Partner shall not have and he hereby releases all his share, right, title and Interest in the business, of the said partnership, Its assets Including goodwill, all licenses and permits held by the said Firm, Its outstandings dues and receivables and outstanding contracts, that the same shall belong to the Continuing Partners alone. The Continuing Partners agree to pay all the debts and liabilities of the said Firm and to Indemnify and keep Indemnified the Retiring Partner against all such debts and liabilities and all loss, costs, charges and expenses that the Retiring Partner may Incur or suffer on account thereof. The Retiring Partner confirms that as a result of accounts being taken a sum of Rs. ... Is due and payable to him in lieu of his share, right, title and Interest In the said partnership business including its assets and good will and he has no other claim against the Continuing Partners In respect of the said Firm. The Continuing Partners covenant to pay the said sum of Rs... to the Retiring Partner by monthly instalment of Rs... the first of such instalment to be paid on the ... day of... and each subsequent Instalment on the ... day of each succeeding month until the whole amount is paid in full. if there Is any default In payment of any two instalments then the whole of the said amount or any part thereof then remaining due shall become payable forthwith and the Retiring Partner will also be entitled to charge Interest at ... percent per annum on delayed instalments and until payment of the said amount in full, it will remain a charge on the assets of the said partnership. The Retiring Partner agrees and undertakes that he will not use the name of the Firm and will not carry on the same or similar business as at present carried on by the Firm for a period of two years from now and within a radius of four kilometres from the place where the business of the Firm Is carried on. the Retiring Partner appoints the Continuing Partners jointly and severally as his attorneys with authority or power to take legal action and to do all other acts and things necessary to recover the debts and liabilities due to the Firm In respect of the transactions or business done upto now. The Retiring Partner agrees and undertakes to execute any document or papers as may be required to give complete effect to his retirement from the said partnership. The retirement of the Retiring Partner shall be advertised in the Official Gazette and in the local newspapers as required by law and the registration entry of the Firm In the records of the Registrar of Firms will be got amended accordingly. The Retiring Partner agrees to sign application or papers required for the purpose. The income tax payable by the Firm will be paid by the Continuing Partners and the Retiring Partner will pay the income tax on his income and other moneys received from the Firm. IN WITNESS WHEREOF the Partners have put their respective hands the day and year first hereinabove written. Signed and delivered by the withinnamed Retiring Partner Mr. A. in the presence of ..... Signed and delivered by the withinnamed Continuing Partners B & C, in the presence of ..... FAMILY ARRANGEMENT THIS FAMILY ARRANGEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_, BETWEEN

AA.....,

Aged.....,

s/o.....

resi..... (2)

BB....., age.....,

daughter of the said AA....., and (3)

CC....., aged.

.....

s/o..... and husband of the  
said BB. WHEREAS AA..... is leading a retired life with

his wife DE., stepmother of the said BB. and a city house in .....; AND

WHEREAS the said AA..... with his wife is  
always residing in the said country-house while the city house at \_\_\_\_\_, is occupied by a  
tenant paying a monthly rent of Rs \_\_\_\_\_ to the said AA. \_\_\_\_\_, whereby the said  
city house shall vest absolutely in BB. ; AND WHEREAS

BB..... owing to her husband's various  
businesses has to reside in \_\_\_\_\_ in hired and inadequate premises. NOW,  
THEREFORE, THIS ARRANGEMENT is made and binds the parties and the heirs,  
representatives and administrators of BB. That the said city house at \_\_\_\_\_.belonging to  
AA numbered \_\_\_\_\_ on \_\_\_\_\_ Street shall from the date hereof, or as soon as may  
be, be occupied free of rent but subject to the payment from the date of occupation of all  
taxes, cesses and rates together with costs of maintenance, by the said BB. That the said BB.  
jointly and severally are hereby authorized and empowered to take in their own behalf or on  
behalf of the said AA. all and such legal or other proceedings as may be necessary for the  
adjustment of the present tenant at their cost and thereafter to have and to hold the said city  
house at \_\_\_\_\_ for their residential or office or both purposes. That in consideration of  
the said arrangement, provided it comes into force, the said BB. and her husband, the said  
CC. shall pay a life annuity to DE. pre-deceasing his wife, the said DE. IN WITNESS whereof  
the said AA., the said BB. have hereunto signed at \_\_\_\_\_ the day and the year first  
above-written. FAMILY SETTLEMENT (BETWEEN THE HEIRS OF DECEASED) THIS  
FAMILY SETTLEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_,  
BETWEEN AA.,..... age \_\_\_\_\_ year alleged  
adopted son of E.F \_\_\_\_\_ (hereinafter called the First  
Party) of the one part CC.....

age..... alleged daughter of FF. (hereinafter called the Second  
Party) of the second part; And BB.....,

Age..... alleged widow of E.F. (hereinafter called the Third  
Party) of the third part, all residents of \_\_\_\_\_ in the city of

\_\_\_\_\_ WHEREAS the said FF. (hereinafter called the Deceased) died on the  
\_\_\_\_\_, at his residential house in \_\_\_\_\_, leaving  
considerable property all detailed and described in Schedules A and B attached hereto; AND  
WHEREAS the said AA., CC. claim and allege heir ship to the Deceased in their respective  
rights as described below and the said Second Party has served the other parties with a  
notice dated \_\_\_\_\_, and the Third Party has also served a notice dated \_\_\_\_\_,  
to the other parties claiming ownership and possession of the properties left by the Deceased;

AND WHEREAS it is alleged by AA. that he was duly adopted by the Deceased on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before the Deceased with his wife GG. having died soon after delivery in hospital in \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ when the said CC. that she was duly married in Burma on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ and is the lawful widow of the Deceased; AND WHEREAS each party vehemently denies the claim of the others and it is evident that the family properties will be lost in the litigation which is imminent; AND WHEREAS on the intervention of friends and well-wishers of the family; THIS SETTLEMENT is made for the benefit of the family generally and for the purpose of avoiding family disputes and litigation whereby the parties are irrevocably bound as below: 1. That the First Party, the alleged adopted son, is in sole possession and occupation of the properties detailed and described at items 1 and 2 of Schedule A (List of Immovable Properties), which said properties the Deceased had acquired prior to his departure to and settlement in Burma and which said properties have ever since remained in the exclusive use of the said AA. shall continue to be held by the First Party, but now as heir of the Deceased in ownership and possession of the same. That the Second Party, the alleged natural-born daughter of the Deceased by his Indian wife GG. is in sole possession and occupation of the properties detailed and described at items 3 and 4 of Schedule A and items 1 and 2 of Schedule B (List of Movable Properties) being fixed deposits standing in the joint names of the Deceased and CC. payable to either or survivor shall be retained by CC. That the Third Party, the alleged wife, now widow of the Deceased residing with the Deceased in the residential house described as item 5 of Schedule A, together with items 3 and 4 of Schedule B shall retain, own and possess the said properties as widow and heir of the Deceased. That it is further hereby declared and agreed between the parties that this FAMILY SETTLEMENT ends all disputes between the parties relating to the respective rights and claims of the parties to the property of the Deceased and that each party for the purposes of this settlement admits the claim of the other. IN WITNESS whereof the said AA. (the First Party), CC. (the Second Party) and BB. (the Third Party) have hereunto at \_\_\_\_\_ signed this deed the day and the year first above written. \_\_\_\_\_ First Party. \_\_\_\_\_ Second Party. Sd \_\_\_\_\_ Third Party

**Form for Furnishing Statement Specifying Alteration in the Firm Name or in the Location of the Principal place of Business of the Firm** We, the undersigned, being the partners of the firm of ..... whose registered address is at ..... hereby notify pursuant to section 60(1) of the Indian Partnership Act, 1932, that the changes specified below have occurred in this firm:

a. Change in the firm name: New Name b. Change in the location of the principal place of business of the firm: New place of business We declare that all the above particulars are true to the best of our knowledge and belief as on this date. I/We also declare that up to the date of submission of this application there has not been any change in any of the particulars previously intimated save and except the change notified above. .... Signatures

Certified that the persons who have signed the statement have signed it in my Presence and they have affirmed that the Particulars affirmed therein are true. This statement must be signed by all the partners or their agents specially authorised in this behalf in the presence of witness who must be a Gazetted Officer, a Justice of the Peace, a Magistrate, an Attorney of the High Court, an Advocate, a Pleader or a Chartered Accountant. **Form for Notice of Change of Address of the Firm** Firm Name Registered Address I, shri ..... hereby give notice pursuant to section 61 of the Indian Partnership Act, 1932, that the

changes specified below have occurred in the firm: a. The firm has discontinued business at  
b. The firm has begun to carry on business at I declare that all the above particulars are true  
to the best of my knowledge and belief as on this date. .... Signature Certified  
that the person who has signed this notice has signed it in my presence and he has affirmed  
that particulars furnished therein are true. This notice must be signed by a partner or his agent  
specially authorised in this behalf in the presence of witness who must be a Gazetted Officer,  
a Justice of Peace, a Magistrate, an Attorney of the High Court, an Advocate, a Pleader or a  
Chartered Accountant. FORM OF GIVING NOTICE OF CHANGE IN THE NAME OF THE  
PARTNER AND HIS PERMANENT ADDRESS First Name Registered Address Notice is  
hereby given pursuant to section 62 of the Indian Partnership Act, 1932, that the changes  
specified below have occurred in this firm: a. Change in the name of any partner in a  
registered firm: Former name of partner Name as now altered by the partner Date on which  
he changed his name b. Change in the permanent address of any partner in a registered firm:  
Previous Address Present Address I declare that all the above particulars are true to the best  
of my knowledge and belief as on this date. We/I also declare that up to the date of  
submission of this application there has not been any change in any of the particulars  
previously intimated save and except the change notified above. Dated this ..... day of  
.....year ..... Signatures Certified that the person who has signed  
this notice has signed it in my presence and has affirmed that the particulars furnished therein  
are true. This notice must be signed by partner or his agent specially authorised in this behalf  
in the presence of witness who must be a Gazetted Officer, a Justice of the Peace, a  
Magistrate, an Attorney of the High Court, an Advocate, a Pleader or a Chartered Accountant.  
Form of giving Notice of Change of Constitution of the Firm Firm Name Registered Address 1.  
I being a partner in the above mentioned firm ..... an agent of a partner in the  
above mentioned firm ..... a person specially authorised by a partner in the  
above mentioned firm to give notice in this behalf hereby give notice that- a. the constitution of  
the firm has changed as follows: 1. .... of has/have  
joined the firm as new partner/partners on 2. .... of  
has/have retired as partner/partners of the firm with effect from b. the said firm has been  
dissolved on ..... Signature Certified that the person who has  
signed this notice has signed it in my presence and he has affirmed that the particulars  
furnished therein are true. In case there is only one person left the firm should be considered  
as dissolved and the form should be filled in accordingly. This notice must be signed by a  
partner or his agent specially authorised in this behalf in the presence of witness who must be  
a Gazetted Officer, a Justice of the Peace, a Magistrate, an Attorney of the High Court, an  
Advocate, a Pleader or a Chartered Accountant. Notice of Retirement by One Partner to Other  
Partners Registered A.D. .... Dear Sir, I hereby give  
you notice under clause ..... of the Deed of Partnership dated .....  
executed between me of the One Part and you both of the Second and Third Parts that 1  
intend to retire from the partnership between us with effect from ..... Yours  
faithfully, ..... A Date: ..... PARTITION BETWEEN THREE HINDU  
COPARCENERS (ONE BEING MINOR), AND MOTHER THIS DEED OF PARTITION is  
made on the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN  
Mr.....  
S/o.....

Resi..... of the first part (hereinafter referred to as "the father" which expression shall be including his related successors, heirs, representatives and assigns; AND Mr.....

S/o.....

Resi..... of the second part (hereinafter referred to as the "major son" which expression shall be including his successors, heirs, representatives and assigns); AND Mr.....

S/o.....

Resi..... of the third part (hereinafter referred to as the "minor son" which expression shall be including his successors, heirs, representatives and assigns) acting through the father; AND Mrs.

.....

W/o.....

Rei..... (hereinafter referred to as "the mother" which expression shall be including her successors, heirs, representatives and assigns); all four hereinafter collectively referred to as parties and individually as the first party, second party and third party respectively. The parties constitute a Hindu undivided family ruled by the Mitakshara School of Hindu law. The movable/immovable properties stated in the first, second, third and fourth schedules, being the joint property of the family. Portion of this property being ancestral property and portion having been acquired by the family with joint funds or earnings of individual members mixed in the common stock. The family too owning a factory, which stands closed for time being but there are remaining debts the factory, as entered in the books of the factory; 4. Due to controversies between father and major son and disagreement between mother and the wife major son, for the time being living separately from the family. It is intended all averting controversies between parties, partitioning all the assets of the family as laid in the first, second, third and fourth schedules hereto. The said partition being beneficial and advantageous to the interest of the minor son; 6. Per law the mother can get a share in the said property on partition and each parties so hence, entitled to a one-fourth share; 7. For partitioning four equal lots of the said joint property has been made and it has been consented that those should be allotted to parties by drawing of lots and hence lots were drawn. The lots stated in the first, second, third and fourth schedules were drawn by the father, major son, minor son and mother respectively. NOW THEREFORE THIS DEED WITNESSES as follows: 1. Per above stated covenant the parties hereto so consent and declare that the father, major son, minor son and mother shall hence be separate owners of the properties stated in the first, second, third and fourth schedules hereto respectively. Each one of them shall enjoy and hold the property as allotted to them in separation and free and without all claims and demands of others thereto or concerning relating therewith. Each of the said parties hereby surrenders/conveys to the other of them with mother its undivided share/interest in property so allotted to such other and to mother respectively. The property so allotted to each party is been allotted to it subject to any encumbrance/charge attaching thereto. Other party shall not be responsible for any portion thereof. The property so allotted to each party shall be entered and after it held in separation by such party without any disturbance/interruption by other party or any one claiming through or under him. Each party shall at the cost of person needing the same will be doing any act or thing which may reasonably be needed for further or more completely assuring the property

so transferred by it to the other. The title deeds of property partitioned shall be kept by father, undertaking, per asking by any other party, to presents same for inspecting by such other party and granting the latter to taking copies thereto. It is as declared that the valuation of properties entered in first, second, third and fourth schedules is Rs. Each of above stated parties is and will be complete owner of property so allotted to him as per clause 1, and other parties shall bear no rights, title or interest in those assets after it. This partition has been done by mutual agreement, leaving no power to any party to assail it on any reason whatsoever. The other parties shall keep a true copy signed by all the parties and which true copy will be deemed as effective as the original deed for all intents and purposes. IN WITNESS WHERE OF, the parties to this deed have set their hands in the presence of

\_\_\_\_\_ FATHER \_\_\_\_\_ MAJOR SON \_\_\_\_\_  
MINOR SON \_\_\_\_\_ MOTHER Witnesses: 1. PARTITION BETWEEN THREE  
HINDU COPARCENERS (ONE BEING MINOR), AND MOTHER THIS DEED OF PARTITION  
is made on the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN

Mr.....

S/o.....

Resi..... of the first part (hereinafter  
referred to as "the father" which expression shall be including his related successors, heirs,  
representatives and assigns; AND Mr.

..... of the second part  
(hereinafter referred to as the "major son" which expression shall be including his successors,  
heirs, representatives and assigns); AND Mr.

.....

S/O.....

Resi..... of the third part  
(hereinafter referred to as the "minor son" which expression shall be including his successors,  
heirs, representatives and assigns) acting through the father; AND Mrs.

.....

W/o.....

Resi..... (hereinafter referred to  
as "the mother" which expression shall be including her successors, heirs, representatives  
and assigns); all four hereinafter collectively referred to as parties and individually as the first  
party, second party and third party respectively. PARTITION IN JOINT HINDU FAMILY  
(MITAKSHRA) NOTE: In view of the decision of the Supreme Court in V. Tulasamma v.  
Keshava Murthy, (1977) 3 SCC 99: AIR 1977 SC 1944, a share received by a female Hindu at  
a partition of joint Hindu Family property will be her absolute property even if it is described as  
a life estate or a widow estate in the deed of partition. THIS PARTITION is made the

\_\_\_\_\_, BETWEEN AA., aged about \_\_\_\_\_ years  
hereinafter called the First Party AND BB aged about \_\_\_\_\_ years, hereinafter  
called the Second Party, sons of the late CC. aged about \_\_\_\_\_ years, widow of the said  
CC. and mother of the First and Second Party, hereinafter called the Third Party, all residents  
of \_\_\_\_\_ in the city of \_\_\_\_\_. WHEREAS the said CC. was the Member of a Joint Hindu  
Family governed by the Mitakshara School of Hindu Law comprising the following: AA., First  
party son of CC. the deceased, BB., Second Party son of CC. mother of the First and Second  
party. AND WHEREAS the said CC. died leaving considerable property some of which was

ancestral, whilst most of which was his self-acquired property and after his demise in \_\_\_\_\_ AA. being the eldest son acquired membership of the family but as differences and disputes have arisen and the parties to this deed have mutually settled the said differences and disputes and are agreed that the properties, movable and immovable, given in Lists AA and C, made part of this deed be divided and given to the respective parties on the conditions and terms hereinafter appearing. That it is mutually agreed that the properties, movable and immovable, subject of this partition are of the value of Rs. 9,00,000 and the value of the separated share shall be Rs. 3,00,000 each which shall be the value for purposes of stamp duty. That the properties given in List A shall heretofore belong absolutely to the First Party and the properties given in List B shall heretofore belong absolutely to the Second Party and the properties given in list C shall heretofore belong absolutely to DD. That this deed has been drawn up in triplicate and the stamped original shall remain with AA while the remaining two, bearing the registration endorsements remain with BB and DD. IN WITNESS whereof the parties have hereto affixed their hands the day and the year first abovementioned.

Partnership Agreement between a Partnership firm and a Hindu Joint Family This Deed of Partnership made at ... on this ... day of... between M/s A B & Co. a partnership firm, consisting of and represented by its partners (1)... (2)... (3) hereinafter referred to as the 'Party of the First Part. and Mr. B residing at ... and in his capacity as the Karta or Manager of his joint and undivided Hindu family hereinafter referred to as the Party of the Second Part'. Whereas the Party of the First Part is carrying on business of..... in partnership. And Whereas the Party of the Second Part is carrying on similar business of ... and which is his ancestral business. And Whereas the adult male members of the said Joint Hindu Family are in ... number and have consented to the said Karta of their family to enter into a partnership agreement with the Party of the First Part with a view to expand the said business and to carry it on a large scale as to avoid competition between them. And Whereas the parties of the First and Second Part have. therefore, proposed to combine their respective businesses and to carry on the same in partnership on the terms and conditions hereinafter mentioned. Now it is hereby agreed by and between the parties hereto as follows: 1. The Parties shall as from the ... day of ... combine their respective businesses together with all the assets and agree to carry on the said business In partnership between the Party of the First Part on the one hand and the Party of the Second Part on the other hand. The Partnership shall be deemed to have commenced from the said date and will continue at the will of the parties hereto. The assets Including goodwill of the business of the Party of the First Part are valued at Rs... and the assets including the goodwill of the business of the Party of the Second Part are valued at Rs... The respective assets of the Party of the First Part and Second Part will be deemed to be their respective contributions to the capital of the said firm. If any capital gains tax is required to be paid by any party hereto on the valuation of his capital contribution as aforesaid, the same will be paid by that Party separately and such Party will indemnify and keep indemnified the other Party against such liability. If any further capital or finance is required, the same will be contributed by the Party of the First & Party of the Second Part In the same proportion and will carry interest at the rate of 18% per annum or at such other rate as may be allowed by the Income Tax Act. The Party of the First Part will be represented by one of the partners of that Party and he will be authorised by the other partners of the Party of the First Part to represent that Party. Such authorised partner may be changed from time to time. The other partners may help in carrying on the business of the firm. Similarly the Party of the Second Part will be

represented by the Karta of the Joint Hindu Family for the time being. The other members of the said family will not be considered as separate partners so far as the Firm is considered and though they may render help in carrying on the business of the firm. The business of the partnership shall be carried on in the name of M/s... (hereinafter referred to as the 'Firm') and the business shall consist of ... and of such other incidental business as the partner may from time to time decide. The office of the partnership shall be at ... The parties may open branches at such other places as they may be agree upon. If any Party shall contribute more amount than his share in the capital. It will be treated as a loan by him to the Firm carrying Interest at the rate of 18% per cent per annum. The net profits and losses of the Firm will be shared by the parties hereto in proportion to their shares in the capital of the Firm that is to say the Party of the First Part will be entitled to ... share and Party of the Second Part will be entitled to ... share. The partners of the Party of the First Part between themselves will be entitled to their said share in the proportion in terms of their partnership agreement. The share of the Party of the Second Part will be the property of his family. Net profit will mean gross profit earned in such year less the expenses of the management of the business including the rent of the premises of the Firm including outgoings in respect of the salaries and wages of the staff, and all other expenses incurred in connection with the business of the firm. The accounting year of the Firm will be from 1st April to 31st March of each Christian calendar year. At the end of each accounting year an account of the business carried on in that year shall be made and a statement of accounts namely a Balance Sheet and Profit and loss Account will be prepared and signed by the partners. If necessary or required by law the accounts will be got audited by a Chartered Accountant. The books of account and all other record of the Firm will be always kept at the office of the Firm and will be open for inspection by any of the partners hereto at any time. accountants, cashier, -salesmen and others will be approved by the joint consent of the authorised partner of the Party of the First Part and the Karta representing the Party of the Second Part and their wages and salaries and other emoluments will be fixed by mutual consent of the said persons. Each of the party hereto shall - a. participate and attend to the business of the Firm through their aforesaid representatives to the greatest common advantage of the Firm. c. render true accounts and full information of all moneys affecting the Firm to the other. d. Indemnify the Firm for any loss caused to it by wilful negligence or fraud in the conduct of the business. e. not carry on any business similar to the business of the Firm or any other business anywhere without the consent of the other party. f. attend to the business of the Firm diligently and actively. g. Not withdraw any amount for its own profit benefit or use as remuneration or otherwise without the consent of the other. h. be entitled to be indemnified by the Firm in respect of payment made and liabilities incurred by him i. in the order and proper course of business of the Firm, and ii. in doing any act for protecting the Firm from loss in emergency. All the tangible and intangible assets of the Firm including the goodwill, benefit of business licenses and permits, benefits of contracts entered etc. will belong to the parties in the same shares as aforesaid and the property of the Firm shall be used by the Parties exclusively for the business of the Firm. Every Party shall account for the profit earned from any transaction of the Firm or from the use of the property in any business transaction of the Firm. If any partner of the Party of the First Part other than the authorised representative or any member of the family of the Party of the Second Part is appointed to do full time work of the Firm, he will be paid separately as remuneration such amount as may be agreed upon allowable under the Income Tax Act as deduction and such remuneration will be



treated as the expenses of the Firm. The Party of the First Part and Party of the Second Part may draw every month. such amounts for their own expenses as may be agreed upon from time to time and the same will be taken into account while ascertaining the share In the net profits of each party In the Firm. Any party hereto shall not. b. withdraw any suit or legal proceedings filed by the Firm, c. admit any liability of the Firm. d. acquire or dispose of any immovable or moveable property, except the stock In trade in the ordinary course of business. e. enter into partnership or other business unilaterally with any other person, f. assign or transfer his share or any interest in the Firm, (g) admit any person as a partner In the Firm. g. borrow any moneys for or in the name of the Firm. or create any security or charge on the assets of the Firm, h. enter into any contracts except contracts in the regular course of business of the Firm, i. stand as a guarantor or surety for any person In the name of the Firm or for and on behalf of the Firm. The Parties shall open in the name of the Firm one or more accounts either current, saving or overdraft or cash credit with one or more banks as may be agreed upon by the partners and the account or accounts will be operated by the authorised partner of the Party of the First Part and the Karta representing the Party of the Second Part jointly. If any Party hereto desires to dissolve the Firm he shall give to the other at least three months previous notice to that effect and on the expiration of the notice period the Firm shall stand dissolved. If the Party of the First Part Is Itself dissolved or is adjudged insolvent or if all the male adult members of the Party of the Second Part are adjudged insolvent, or there is full partition among the members of that Party, this partnership shall also stand dissolved. On dissolution of the Firm, an account will be made of all the assets and liabilities of the Firm, and the assets will be sold either to any of the parties hereto to any other outsider and after payment of the debts and liabilities, the net sale proceeds will be distributed among the Parties of the First Part and Second Part In proportion to their respective In the capital of the Firm as aforementioned. If any dispute or difference shall arise between the Parties hereto touching the business of the Firm or interpretation of any provision hereof or otherwise, howsoever, relating to the Firm and its business. the same shall be referred to arbitration of a common arbitrator If agreed upon, failing which to two arbitrators one to be appointed by each Party to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996. The parties shall, as early as possible but In any event within the prescribed period get the Firm registered under the Partnership Act. 1932. as well as under the Income Tax Act, 1961, and the application or a certified copy of this deed will be signed by all the partners of the Party of the First Part and by the Karta of the Party of the Second Part. This Deed is executed in duplicate and one copy will remain with the party of the First Part and the other will remain with the Party of the second Part. IN WITNESS WHEREOF the Parties have put their respective hands the day and year first hereinabove written. Signed and delivered for and on behalf of M/s ... by its partners (1) ... (2) ... (3) ... in the presence of ... Signed and delivered by the withinnamed Mr. B as the Karta of his Hindu Undivided Family in the presence of ... Partnership Agreement between Advocates This Deed of Partnership made at ..... this ..... day of ....., 2000, between A son of ..... resident of ..... of the FIRST PART, B son of ..... resident of ..... of the SECOND PART, C son of ..... resident of ..... of the THIRD PART, and D son of ..... resident of ..... of the FOURTH PART. WITNESSETH THAT the parties hereto shall be and become partners on the following terms and conditions: 1. The said partners will carry on the business of Advocates in partnership at

..... under the name and style of M/s. The partnership shall be for a period of ..... years unless previously determined in the manner hereinafter provided. The capital requisite for carrying on the partnership business is Rs. .... which shall be contributed by all the partners equally. Any further capital required from time to time shall be contributed by the partners in equal shares. The partnership firm shall open an account with ..... Bank ..... Branch ..... or such other bank as the partners shall from time to time agree upon. All partnership moneys, cheques, pay orders, demand drafts and other instruments for money shall as and when received be paid into or deposited in the bank to the credit of the partnership account. The moneys received by the firm or any partner on behalf of the firm of any client or third person shall forthwith be deposited in the said bank to a separate clients account to be kept by the firm. Proper books of account and diaries shall be kept by the partners at the business premises and the same shall be available for inspection by all the partners at all times. Each partner shall make full and proper entries of all business transacted by him on account of the partnership and check up the bills for all such matters. Each partner shall devote his whole time and attention to the partnership business and no partner shall, without the consent of the other partners engage in any other business or hold any office or appointment, provided that each partner can provide free and voluntary service to his friends or relatives. Each partner shall be entitled to ..... days holiday in each year, and to absent himself from business to ..... days consecutively or otherwise in each year. If the period of absence of any partner exceeds ..... days, his share of the net profits of such year shall be considered as divided into 365 parts and for every day on which such partner shall have been absent in excess of such ..... days, one of such parts shall be divided equally between all the partners for the time being (including the partner so absenting himself). Each partner shall be entitled to draw a sum of Rs. .... every month on account of his accruing share of the net profits for the current year. If in any year the aggregate amount drawn out by any partner shall be found to exceed the amount of his share in the net profits on taking of the annual account, he shall forthwith repay the excess to the partnership. No partner shall pledge and credit the partnership except in the usual and regular course of the business or conduct any business for any person, company or firm, whom the other partners shall have previously in writing, forbidden him to deal with. The firm shall not charge for acting as Advocates for a partner or the wife or any child or children of a partner or his, her, or their trustees, except out of pocket expenses or costs recovered against other parties in any proceedings or out of any estate or property the subject of any such proceedings and any costs recovered shall be credited to partnership account. No partner shall without the written consent of the other partners: a. Engage directly or indirectly in any business other than that of the partnership. Engage or dismiss any clerk, junior or any other employee of the partnership or take any junior, except hereinafter provided. c. Employ any of the moneys of the partnership or clients or pledge the credit of the partnership except in the ordinary course of business and upon the account or for the benefit of the partnership. Each partner shall be entitled at any time to receive one junior to enable the latter to qualify as an advocate without paying any premium. The general account and balance sheet shall be taken and made as at the close of each year ending on the 31st March and after the taking of the account, the same shall be audited by M/s. .... Chartered Accountants, whose audit shall extend to the separate clients account and to all properties belonging to any client which are in the possession or custody of the firm. The net

profits appearing on each such yearly account shall be divided in equal shares and such profits less such sums as may have been previously drawn on account by such partner, may be withdrawn by the partners respectively entitled thereto, as and when there shall be money at the said bank available for that purpose over and above the moneys necessary for the current expenses of the partnership business. However, if on taking annual account, it is found that any partner has drawn out more than the share of profits as ascertained thereby, he shall repay the excess to the partnership within ..... days from the date of preparation of final annual account. Each of the partner shall be entitled to nominate one son in the partnership business and the nominee will work as junior advocate in the firm at a salary of Rs . ..... p.m. and on the partner retiring from the firm or on death of the partner, the nominee, if then duly qualified as an Advocate, shall be admitted a partner and will be entitled to his appointed share; Provided that if the nominee shall not be duly qualified or shall refuse or have refused by reason of death or otherwise have become unable to accept such nomination and become a partner then in any such case, such nomination shall be void and of no effect and his share shall be dealt with in accordance with the provisions hereinafter mentioned. Upon the admission of any such nominee as a partner, he shall be bound by the provisions of this deed so far as applicable and he shall execute a deed covenant to perform and observe the same, if required by the other partners. If any partner dies during the continuance of the partnership and his son does not become partner of the firm due to any reason, the share of the partner so dying shall be purchased by the surviving partners and he shall pay the purchase price to the legal representatives of the deceased within three months from the death of the deceased partner. For calculating the purchase price, an account and balance sheet shall be taken up to the day of the death from the last previous annual account and the share in the capital and assets of the partnership including goodwill, office furniture, books and office papers shall be ascertained and the said sum along with the sum which upon '30 taking of such account and balance sheet shall appear to be due to the deceased partner in respect of undrawn profits drawn to the date of his death shall be the purchase price. The value of the goodwill of the partnership business shall be taken to be a sum equal to two years purchase of the average net profits of the business for the three years next preceding the date of valuation as appearing from the annual accounts for those three years. On the death of the partner, the surviving partners will execute in favour of the legal representatives of the deceased partner, indemnity against the debts, liabilities, and obligations and the legal representatives shall also execute proper deeds and other instruments for vesting the share of the deceased partner in the partner or partners entitled thereto under the provisions of this deed. If either partner shall commit any breach of any of stipulations contained in this deed or if a partner becomes insolvent or shall become of unsound mind or incapacitated from attending to the partnership business for ..... months consecutively or if any partner retires, the partnership shall not dissolve and the provisions contained in clauses 18 and 19 hereof shall apply, provided that on the retirement of any partner from the partnership, he shall enter into a covenant with the continuing partners that he will not open an office or practice in the ..... city or in or at any place within a radius of ..... kms. measured in a straight line from ..... either in his own name or as a partner in any other firm. The notice to the parties under this deed shall be deemed to be duly served, if the same shall be delivered to him personally or sent by post in a registered letter addressed to him at his usual or last known place of abode in India. If the partnership is determined by a

notice by any partner or by any means not hereinbefore expressly provided for then, the partnership shall be wound up and assets distributed as provided by the Partnership Act, 1932. All disputes and differences which shall arise between the partners or between the partners and legal representatives of one or more partners or between their respective legal representatives and whether during or after the determination of the partnership relating to the rights and liabilities or interpretation of this deed or to any act or omission of either party or matter or things done or to be done in pursuance hereof, such disputes and differences shall be referred to arbitration and award of Shri ..... and his decision and award shall be final and binding upon the parties. IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands the day, month and year first above written. Signed and delivered by the within named A Signed and delivered by the within named B Signed and delivered by the within named C Signed and delivered by the within named D WITNESSES; 1. Partnership agreement between an Individual and a Limited Company This Deed of Partnership Is made at... on this ... day of... between Mr. 'A' residing at ... hereinafter referred to as the 'Party of the First Part' and M/s. Ltd., a Company registered under the Companies Act 1956 and having its registered office at ... hereinafter referred to as the 'Party of the Second Part'. Whereas the Party of the First Part owns a large piece of fallow land situated at - and more particularly described In the Schedule hereunder written. And Whereas the said land Is very suitable for carrying on minerals quarrying operations but the Party of the First Part Is unable to carry on the said operations on his own. And Whereas the Party of the Second Part has offered to co-operate with the Party of the First Part in promoting the business of quarrying in the said land. And Whereas the Party of the Second Part has the main object to carry out quarrying operations for acquiring varieties of minerals. And Whereas it is found more convenient to carry on the said business in partnership between the Parties hereto and, therefore, the Parties have agreed to enter into partnership on the following terms and conditions. Now it is agreed by and between the parties hereto as follows: 1. The Parties hereto agree to carry on the business hereinafter mentioned in partnership on the terms and conditions herein mentioned, in the name and style of M/s... .. The partnership shall commence from the ... day of... and the period of the partnership shall be 'at will'. The business of the partnership (hereinafter referred to as the 'Firm') shall consist of carrying on quarry operations on the said land by quarrying minerals and selling the same and otherwise dealing with the same. The land described in the Schedule hereunder written is valued at Rs... and the said land will be treated as a partnership asset and a contribution of the Party of the First Part to the capital of the Firm. The Party of the Second Part has agreed to bring in an equal amount of Rs... as its contribution to the capital of the Firm. The Party of the First Part will not be bound to contribute any further amount as capital, Whatever additional moneys are required for the business of the Firm the same will be either advanced by the Party of the Second Part as a loan or will be borrowed from any financial Institution or from any other person. The loan advanced by the Party of the Second Part will carry interest at the rate as may be agreed upon and which will not be more than allowed as deduction under the Income Tax Act. If any capital gains tax is required to be paid, by the Party of the First Part for bringing the said land into the assets of the Firm. the same will be paid out of the moneys of the Firm and debited to the capital account of the Party of the First Part. The Party of the Second Part will be represented by the Managing Director thereof or any other person authorised by him and he will act for and on behalf of the Party of the Second Part in relation

to the business of the firm and his acts will be binding on the Party of the Second Part. The Managing Director or other representative nominated by the Second Part will be working or managing partner of the firm and he will be entitled to a remuneration at the maximum rate allowable as deduction under the Income Tax Act. The Party of the First Part will not be entitled to any remuneration. The net profits and losses of the firm will be shared by the partners hereto in equal shares or proportions. Net Profit will mean gross profit earned in each year less the expenses of the management of the business including outgoings in respect of the salaries and wages of the staff, commission paid to others, and all other expenses incurred in connection with the business of the firm, and such other expenses as will be allowed as deduction under the Income Tax Act. The accounting year of the Firm will be from 1st April to 31st March of each Christian Calendar year. At the end of each accounting year an account of the business carried on in that year will be made and a statement of accounts namely a Balance Sheet and Profit and Loss account will be prepared and signed by the Partners. If necessary or required by law the Accounts will be got audited by a Chartered Accountant. The books of accounts and all other record of the Firm will be always kept at the office of the Firm and will be, open for inspection by any of the partners hereto at any time. All the working staff such as clerks, peons, accountants, cashier, salesmen and others will be appointed by the joint consent of the Parties hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the parties hereto. Each of the Parties hereto shall - a. participate and attend to the business of the firm to the greatest - common advantage of the Firm, the Party of the Second Part participating and attending through its Managing Director. b. be just and faithful to each other, c. render true accounts and full information of all moneys affecting the Firm to the other, d. indemnify the Firm for any loss caused to it by wilful negligence or fraud in the conduct of the business, e. not carry on any business similar to the business of the Firm or any other business anywhere in the district in which the said land is situated without the consent of the other partner. f. attend to the business of the Firm diligently and actively, g. Not withdraw any amount for his own profit benefit or use as remuneration or otherwise without the consent of the other, h. be entitled to be indemnified by the Firm in respect of payments made and liabilities incurred by him i. in the usual and proper course of business of the Firm, and ii. All the tangible and intangible assets of the Firm including the said land described in the Schedule hereunder written, the goodwill, stock-in-trade, benefit of business licenses and permits, benefits of contracts entered etc. will belong to the parties in equal shares and the property of the Firm shall be used by the Parties exclusively for the business of the Firm. Every Party shall account for the profit earned from any transaction of the Firm or for the use of the property in business transaction of the Firm. without the consent of the other- a. submit any dispute with any other person to arbitration or compromise or relinquish the claim, b. withdraw any suit or legal proceedings filed by the Firm, c. admit any liability of the Firm. d. acquire or dispose of any immovable or moveable property, except the stock in trade in the ordinary course of businesses of the Firm. e. enter into partnership or other business unilaterally with any other person, f. assign or transfer his or its share or any interest in the Firm, g. admit any person as a partner of the firm, h. borrow any moneys for or in the name of the Firm, or create any security or charge on the assets of the firm. i. enter into any contracts except contracts in the regular course of business of the Firm, ii. (j) stand as a guarantor or surety for any person in the name of the Firm or for and on behalf of the Firm. If the Partnership is dissolved, an account of the assets and debts and

liabilities will be made and after sale of the assets, except the said land, the debts and liabilities will be paid out of the sale proceeds and the balance if any will be divided between the parties in equal shares. The said land as far as possible will be returned to the Party of the First Part. But If the other assets of the Firm, are not sufficient to pay all debts and liabilities then the Party of the First Part will have the option either to take over the said land subject to such liabilities including the amount. If any payable to the Party of the Second Party towards Its share In the assets of the Firm or to allow the said land to be sold for payment of such debts and liabilities and the balance of sale proceeds will be distributed between the parties in equal shares. If any dispute or difference shall arise between the parties hereto touching the business of the Firm or interpretation of any provision hereof or otherwise, however relating to the Firm and Its business, the same shall be referred to arbitration of a common arbitrator If agreed upon, failing which to two arbitrators one to be appointed by each party to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996. The parties shall, as early as possible but In any event within the prescribed period get the Firm registered under the Partnership Act, 1932, and under the Indian Income Tax Act, 1961. This Deed is executed in duplicate and one copy will remain with the Party of the First Part and the other will remain with the Party of the Second Part. Signed and delivered by the withinnamed Mr. A in the presence of ... Signed for and on behalf of the Party of the Second Part M/s. Ltd., by Its Managing Director, in the presence of ... Partnership Agreement between an Individual, a Partnership Firm and a Company This Deed of Partnership Is made at ... on this ... day of... between Mr. 'A' residing at ... hereinafter referred to as the 'Party of the First Part' M/s. A B & Co. a Partnership firm, consisting of (1) ..... (2) ..... and (3) ..... as partners and having their office at... hereinafter referred to as 'the Party of the Second Part'. Ltd., a Company registered under the Companies Act, 1956, and having registered office at ... herein- after referred to as 'the Party of the Third Part'. Whereas the Party of the First Part has registered a Patent bearing Registration No... The Party of the First Part As, however, handicapped for want of finance. And Whereas the Party of the Second Part is carrying on business of sales agents and has gained lot of experience in salesmanship. And Whereas the Party of the Third Part is carrying on several businesses including that of financing and has also factory premises which can be used for manufacturing the said products. And Whereas the parties, under the circumstances, have come together and decided to do business in partnership with a view to exploit, the said Patent to the maximum extent for the benefit of all of them on the following terms & conditions. Now it is agreed by and between the parties hereto as follows:- 1. The parties hereto agree to carry on the business hereinafter mentioned In partnership on the terms and conditions herein contained, in the name and style of M/s..... 2. The partnership shall commence from the ... Day of... And the period of the partnership will be at Will. The business of the partnership (hereinafter referred to as 'the Firm') shall consist of manufacturing, buying and selling the products mentioned In the Schedule hereunder written, with the help of the Patent rights acquired by the Party of the First Part. The Parties may open branches at such other places as may be agreed upon. The Parties of the First, Second and Third Part have contributed equally a token capital of Rs... Each. All the finance required to carry on the business will be supplied by the Parties of the Third Part and that Party will be entitled to charge interest thereon at 18 per cent per annum or at such maximum rate as may be allowable under the Income Tax Act. The Parties may also agree to borrow any moneys from any Bank or other financial Institution. The Party of the

First Part agrees to make available and to grant a formal license to the partnership to use and exploit the said Patent no... Models and drawings relating thereto during the subsistence of the partnership and the license will not be terminable so long as the firm continues whether the party of the first part is a partner thereof or not. The Party of the Second Part agrees to undertake the work of selling the products as well as to buy all raw materials required for the same and for that purpose agrees to utilise all the services of its subagents and distributors engaged in the other businesses carried on by the Party of the Second Part and to allow the use of its depots and selling centres at different places. The Party of the Second Part will be entitled to charge separately commission at the rate of ... The Party of the Third Part agrees to allow the partnership to use the premises of the factory of the Party of the Third Part situate at ... And for which the Partnership will pay a nominal rent of Rs... The Party of the Third Part will also make available the use of the machinery. Electric power and other amenities available for the manufacture of the said products. Nothing herein contained will prevent the parties of the Second and Third Part from carrying on their respective businesses at present carried on or that may hereinafter be undertaken. The Party of the First Part will, however, exclusively devote his skill, knowledge and time in the manufacture of the said products. If any capital assets are purchased or otherwise acquired by the Firm, they will belong to the Parties in equal shares. So far as the Party of the Second Part is concerned it will be represented by any one of the partners thereof authorised by the other partners and will have only one vote in the meeting of the partners. The Party of the Third Part will be represented by its Managing Director or any other person duly authorised for the time being. The net profits and losses of the firm will be shared by the Parties hereto in equal shares or proportion. Net Profit will mean gross profit earned in such year less the expenses of the management of the business including the rent of the premises of the firm the outgoings in respect of the salaries and wages of the staff, administrative expenses, commission paid to others and all other expenses Incurred In connection with the business of the firm and expenses that will be allowed to be deducted under the Income Tax Act, 1961. The share in the profits and losses of the Party of the Second Part in the Firm will belong to each of the Partners of that Party in the same proportion as provided in the deed of partnership of the Party of the Second Part. The accounting year of the Firm will be from 1st April to 31st March of each Christian Calendar Year. At the end of each accounting year an account of the business carried on In that year will be made and a statement of accounts namely a Balance Sheet and Profit and loss account will be prepared and signed by the partners. The Books of account and all other record of the firm will be always kept at the office of the firm and will be open for Inspection by any of the parties hereto at any time. All the working staff such as clerks, peons, accountants, cashier, salesmen and others will be appointed by the joint consent of the Parties hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the Parties hereto. Subject to what As otherwise herein provided, each of the Party hereto shall - a. participate and attend to the business of the firm to the greatest common advantage of the firm. c. render true accounts and full information of all moneys affecting the Firm to the other. e. not carry on any business similar to the business of the Firm without the consent of the other partner/s. f. attend to the business of the Firm diligently and actively, g. not withdraw any amount for his or its own profit benefit or use as remuneration or otherwise without the consent of the other, h. be entitled to be indemnified by the Firm in respect of payments made and liabilities incurred by him – i. in the usual and proper course of business of the Firm, and j.

in doing any act for protecting the Firm from loss in emergency. All the tangible and intangible assets of the firm including the goodwill, stock-in-trade, benefit of business licenses and permits, benefits of contracts entered etc. will belong to the parties In equal shares and the property of the Firm shall be used by the parties exclusively for the business of the firm. The rights of the party of the First Part in respect of the said Patent will continue to belong to that Party and the Firm will be entitled to the user's rights in respect thereof during the subsistence of the partnership. Every Party shall account for the profit earned from any transaction of the Firm or from the use of the property in business transaction of the Firm. The Party of the First Part will be entitled to draw every month a sum of Rs... or such other amount as may be agreed between the parties from time to time and allowable under the Income Tax Act as deduction and the said amount will be exclusive of his share in the net profits of the Firm. Any Party hereto shall not, without the consent of the other - a. submit any dispute with any other person to arbitration or com- promise or relinquish the claim, b. withdraw any suit or legal proceedings filed by the Firm. c. admit any liability of the Firm, d. acquire or dispose of any immovable or moveable property, except the stock in trade In the ordinary course of business, e. enter into partnership or other business unilaterally with any other person. f. assign or transfer his share or any interest in the Firm, g. admit any person as a partner in the Firm. h. borrow any moneys for or in the name of the Firm, or create any security or charge on the assets of the Firm. i. enter into any contracts except contracts In the regular course of business of the Firm, j. stand as a guarantor or surety for any person in the name of the Firm or for and on behalf of the Firm, 24. The Parties shall open in the name of the Firm one or more accounts either current. saving or overdraft or cash credit with one or more banks as may be agreed upon by the Parties and the account or accounts will be operated by any two of the Party of the First Part, the authorised partner of the Party of the Second Part and the Managing Director or other authorised person of the Party of the Third Part. If any party hereto desires to retire from the Firm he shall give to the others at least three months' previous notice to that effect and on the expiration of the notice period, the Party shall be deemed to have retired. No one Party hereto shall be entitled to dissolve the partnership. If any partner retires from the Firm he will not be entitled to carry on the same or similar business as that of the Firm, within an area of two kilometres from the office of the Firm and for a period of two years from the date of retirement and he shall not carry on any business in the same name as that of the Firm. until the partnership Firm is fully dissolved and wound up. The winding up of the Party of the Third Part (voluntarily or by order of the Court) or the insolvency of the Party of the Third Part. will not dissolve the Firm but such party on winding up or insolvency will cease to be a partner hereof and shall be deemed to have retired from the Firm. Notwithstanding any thing herein contained to the contrary a retiring partner or its legal representatives shall not be entitled to make any claim for the goodwill of the Firm. If any dispute or difference shall arise between the parties hereto touching the business of the Firm or Interpretation of any provision hereof or otherwise, however, relating to the Firm and Its business, the same shall be referred to arbitration of a common Arbitrator if agreed upon, failing which to arbitrators one to be appointed by each party to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996. The parties shall, as early as possible, but in any event within the prescribed period get the Firm registered under the Partnership Act, 1932, as well as under the income Tax Act. This Deed is executed in triplicate and one copy will remain with each of the Party of the First Part, the Party of the Second Part and the Party of the Third



Part. IN WITNESS WHEREOF THE parties have put their respective hands the day and year first hereinabove written. Signed and delivered by withinnamed party of the First Part Mr. A In the presence of ... Signed and delivered by the withinnamed party of the Second Part by its partners 1 .... 2.....3..... in the presence of ... Signed and delivered for & on behalf of the withinnamed Party of the Third Part by its Managing Director Mr. in the presence of ...

Partnership Agreement between Two Limited Companies This Deed of Partnership is made at... on this.. day of.. between M/s. Ltd., a Company registered under the Companies Act, 1956. and having its registered office at ... hereinafter referred to as the, Party of the First Part. X Y Z & Co. a Company registered under the said Act and having its registered office at ... hereinafter referred to as the 'Party of the Second Part'. Whereas both the parties of the First Part and of the Second Part are, under their respective Memorandum of Association, entitled to carry on the business of producing electricity and supplying the same to any area. And Whereas both the Parties of the First Part and Second Part are entitled to enter Into partnership with any person or persons including a company for carrying on the business authorised by their respective Memorandum of Association. And Whereas the parties hereto have proposed to set up in joint collaboration a plant to produce electricity and supply the same to the town of ... and to enable them to pool together their finances and technical expertise they have therefore proposed to enter into a partnership. And Whereas the parties have obtained license or permission of the Govt. for producing and supplying electricity to the said town. And Whereas it is, therefore, proposed to enter into this deed of partnership containing the terms and conditions agreed upon between the parties. Now it is agreed by and between the Parties hereto as Follows:-

1. The parties hereto agree to carry on the business hereinafter mentioned In partnership on the terms and conditions herein mentioned, In the name and style of M/s.....
2. The partnership shall commence from the ... day of... and the period of the partnership shall be for a period of ten years from the date hereof. The said period may be extended as the parties may by mutual consent decide. The business of the partnership (hereinafter referred to as the 'Firm') consist of setting up a plant for manufacture or production of electricity on grid system and to supply-the same to the town of .....
4. The office of the partnership shall be at ..... The parties will open branches at such other places as may be agreed upon. The parties have contributed towards the initial capital of the firm a sum of Rs... in equal shares. The partners will contribute such further amounts towards the capital of the firm in equal... shares as may be required from time to time. If any partner shall contribute more amount than Its share In the capital It will be treated as a loan by it to the Firm carrying Interest at the maximum rate allowable as deduction under the Income Tax Act. The net profits and losses of the Firm will be shared by the partners hereto in equal shares or proportion. Net profit will mean gross profit earned in each year less the expenses of the management of the business including the rent of the premises of the Firm including outgoings In respect of the salaries and wages of the staff, commission paid to others, and all other expenses Incurred In connection with the business of the firm and all other expenses as may be allowable as deduction under the Income Tax Act. At the end of each accounting year an account of the business carried on in that year will be made and a statement of accounts namely a Balance Sheet and Profit and Loss Account will be prepared and signed by the partners. The Managing Director or any other authorised representative of each of the parties hereto will represent his company on the Firm and for all practical purposes he will be considered as the partner of this partner- ship. The books of

accounts and all other record of the Firm will be always kept at the office of the Firm and will be open for inspection by any of the partners hereto at any time. All the working staff such as clerks, peons, accountants, cashier, technicians, salesmen and others will be appointed by the joint consent of the parties hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the parties hereto. Each of the Parties hereto shall - a. participate and attend to the business of the Firm through their respective Managing Director or authorised representative for the time being to the greatest common advantage of the Firm. c. render true accounts and full information of all moneys affecting the Firm to the other, d. indemnify the Firm for any loss caused to it by wilful negligence or fraud in the conduct of the business. e. attend to the business of the Firm diligently and actively. f. not withdraw any amount for its own profit, benefit or use as remuneration or otherwise without the consent of the other. g. be entitled to be indemnified by the Firm in respect of payment made and liabilities incurred by him i. in the usual and proper course of business of the Firm. All the tangible and Intangible assets of the Firm including the goodwill, stock in-trade, benefit of business licenses and permits, benefits of contracts entered etc. In relation to the said business will belong to the Parties In equal shares and the property of the Firm shall be used by the parties exclusively for the business of the firm. Every party shall account for the profits earned from any transaction of the Firm or for the use of the property in business transaction of the Firm. Any party hereto shall not, without the consent of the other and in respect of or relating to the said partnership business, a. submit any dispute with any other person to arbitration or com- promise or relinquish any claim, b. withdraw any suit or legal proceedings filed by the Firm, c. admit any liability of the Firm, d. acquire or dispose of any immovable or moveable property, except the stock In trade in the ordinary course of business. e. assign or transfer Its share or any Interest in the Firm, (f) admit any person as a partner In the Firm, f. borrow any moneys for or in the name of the Firm, or create any security or charge on the assets of the Firm, 16. The Parties shall open one or more accounts either current, saving or overdraft or cash credit with one or more banks as may be agreed upon by the Parties and the account or accounts will be operated by the Managing Director or other authorised representative of each of the Parties hereto. No party hereto shall be entitled to dissolve the partnership before the expiration of the said period aforementioned. If any party does not desire to continue the partnership or if any party goes Into winding up voluntarily or through Court, the other party hereto will be entitled to take over the entire business together with all assets and subject to all liabilities at a valuation to be made through the Chartered Accountants of the Firm and the share of the former Party will be paid by instalments as may be agreed upon or decided by Arbitration. On the expiration of the said period of ten years or the extended period if any, the business of the partnership together with its assets and liabilities will be transferred to another company to be formed and registered jointly by the parties hereto on such terms as may be agreed upon failing which the partnership will be dissolved and the dissolution will be effected In terms of the provisions of the Partnership Act, 1932. If any dispute or difference shall arise between the parties hereto touching the business of the Firm or interpretation of any provision hereof, or otherwise. however relating to the Firm and its business, the same shall be referred to arbitration of a common arbitrator if agreed upon. failing which to two arbitrators one to be appointed by each party to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996. The parties shall. as early as possible but in any event within the prescribed period get the Firm registered

under the Partnership Act, 1932 and the Income Tax Act. Nothing In this Deed shall be constrained to prevent or disable any party hereto to carry on any business in terms of Its Memorandum of Association anywhere except the business of the partnership and no partner shall be entitled to have any right or concern with the other business and internal management of the other. This Deed is executed in duplicate and one copy will remain with the Party of the First Part and the other will remain with the Party of the Other Part. In the presence of ... In the presence of ... Partnership Agreement between Two Partnership Firms This Deed of Partnership is made at ... on this... day of... Between M/ s A B & Co. a partnership firm consisting of (1)... (2)... (3)... partners and carrying on business at ... hereinafter referred to as the Party of the First Part and M/s. X Y & Co. a partnership firm consisting of (1)... (2) ... (3).... (4).... as partners and carrying on business at ... hereinafter referred to as the Party of the Second Part, as follows Whereas the Party of the First Part Is carrying on business at ... and the business consists of ..... And Whereas the Party of the Second Part is carrying on business at... and the business consists of ..... And Where as the parties hereto have proposed to commence and carry on a third business In partnership on the following terms and conditions and have proposed to execute this Deed. Now it is Agreed by and between the Parties hereto as Follows: 1. The parties hereto agree to carry on the business hereinafter mentioned in partnership on the terms and conditions herein mentioned, in the name and style of M/s ..... 2. The Partnership shall commence from the .... day of .... 19 ... and the period of the partnership shall be for three years from the date hereof. The business of the partnership (hereinafter referred to as the 'Firm') shall consist of ... only and no other business shall be undertaken by the Firm except by mutual consent of all the partners. The Office of the partnership shall be at ... The parties may open branches at such other places as they may be agreed upon. Each of the parties of the First and Second Parts have contributed towards the initial capital of the firm a sum of Rs... The partners will contribute such further amounts towards the capital of the firm in equal .... shares as may be required from time to time. If any party of the First or Second Part or any partner of any of the said partnership individually shall contribute more amount than its share in the capital, it will be treated as a loan by that party to the Firm. The amounts of capital contributed or loans advanced by any partner or partners will carry Interest at the rate of 1 8% per annum or at such maximum rate as may be allowable as deduction from gross Income under the Income Tax Act for the purpose of calculating taxable income. The net profits and losses of the firm will be shared by the parties of the First and Second Parts in equal shares or proportion. Net Profit will mean the gross profits earned in such year less the expenses of the management of the business including the rent of the premises of the firm Including outgoings In respect of the salaries and wages of the staff, commission paid to others, and all other expenses incurred In connection with the business. The share in the net profits and/or losses of each partner of the First Part and of the Second Part will be shared or distributed among the partners of each of the partners of the First and Second Part according to the partnership agreements between the partners of each of the parties hereto of the First and Second Part recorded in the deeds of partnership of their respective partnerships above mentioned. At the end of each accounting year an account of the business carried on by the Firm In that year will be made and a statement of accounts namely a Balance Sheet and Profit and Loss Account will be prepared and signed by the authorised representatives of each party hereto. The Books of account and all other record of the firm will be always kept at the office

of the Firm and will be open for inspection by any of the authorised representatives of the parties hereto at any time. Each of the Party of the First and Second Part will be represented by any partner of that party duly authorised by the other partners of that party from time to time, and the authorised representatives alone will be entitled to attend to the business of the firm and the other partners of that party will not Interfere in the business of the Firm. The true copies of the resolutions of the partners of each of the Parties of the First and Second Part appointing their respective representatives, duly signed by all the partners of that party will be kept in the records of the Firm. The representative so appointed will act as the working partner for the accounting year for which he will be appointed as representative of his Firm. The working partners will be entitled to remuneration at the maximum rate allowable as deduction from gross income under the Income Tax Act for taxable income.' Such remuneration may be drawn every month or periodically as may be agreed upon. In the event of any difference of opinion between the two authorised representatives, on any question relating to the business of the Firm the matter will be placed before a joint meeting of all the partners of each of the parties hereto of the First and Second Part and discussed. But the matter will not be decided on the basis of majority of the partners of both the partnerships but only on the mutual consent of all the partners. Each of the Parties of the First and Second Part hereto will be entitled to change the constitution of its partnership by taking additional partner or partners in place of those retiring from the partnership or by reason of death or insolvency of any partner. but such change will be notified to the other Party hereto from time to time. The expressions Party of the First Part will therefore mean and include the partners or partner for the time being of that partnership and the expression "Party of the Second Part" will also mean and include the partner or partners for the time being of that partnership. But no change In the constitution of the party of the First Part or the party of the Second Part will affect the terms and conditions of this Deed. All partners each of the party hereto for the time being shall be deemed to be partners of this Firm and the half share in the profits and losses of the Firm will shared by the parties of each of the Parties hereto In proportion to their shares in their respective firms being the Parties of the First and the Second Part hereto. Each of the Party of the First Part and Second Part will be entitled to carry on its own business but none of them will carry on said business undertaken by this partnership, directly or indirectly during the continuance of this partnership. accountants, cashier, salesmen and others will be appointed by the joint consent of the authorised representatives of the parties hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the authorised representatives. Each of the Party hereto through its authorised representative shall- a. participate and attend to the business of the firm to the greatest common advantage of the firm. d. indemnify the Firm for any loss caused to it by wilful negligence or fraud In the conduct of the business. e. Not carry on any business similar to the business of the Firm anywhere without the consent of the other party. f. attend to the business of the Firm diligently and actively. g. Not withdraw any amount for his own or his partnerships benefit or use as remuneration or otherwise without the consent of the other Party hereto. h. be entitled to be indemnified by the Firm in respect of payment made and liabilities incurred by him - (i) in the usual and proper course of business of the Firm and (ii) in doing any act for protecting the Firm from loss in emergency. All the tangible and Intangible assets of the Firm including the goodwill, stock-in-trade, benefit of business licenses and permits. will belong to the parties of the First & Second Parts in equal shares and the property of the Firm shall be used by the parties exclusively for the business of

the firm. Any Party of the First or Second Part or any partner thereof shall not, without the consent of the other – a. submit any dispute with any other person to arbitration or compromise or relinquish the claim. b. withdraw any suit or legal proceedings filed by the Firm. c. admit any liability of the Firm. d. acquire or dispose of any immovable or moveable property, except the stock in trade in the ordinary course of business. e. enter into partnership or other business unilaterally with any other person. f. assign or transfer his share or any interest in the Firm. g. admit any person as a partner in the Firm. i. enter into any contracts except contracts in the regular course of business of the Firm. j. stand as a guarantor or surety for any person in the name of the Firm or for and on behalf of the Firm. The parties shall open in the name of the Firm one or more accounts either current, saving or overdraft or cash credit with one or more banks as may be agreed upon by the partners and the account or accounts will be operated by the authorised representatives of the parties hereto jointly. The Partnership shall stand dissolved on the expiration of the said period of 3 years unless by mutual consent the period is extended by any additional period in which event the partnership will continue on the same terms and conditions as are herein contained subject to such modification as may be mutually agreed. Notwithstanding anything herein contained to the contrary if any of the Party of the First Part or the Party of the Second Part is or a majority of the partners of any of the parties hereto are adjudged insolvent or dissolved for any reason, this partnership will also stand dissolved. On dissolution of the partnership hereby created accounts will be made of all assets, debts, and liabilities and subject to payment of the debts and liabilities, the net assets will be distributed between the parties, of the First Part and of the Second Part in equal shares. This partnership will be registered under the Income Tax Act, 1961, and the Partnership Act, 1932 and the application for registration or a true certified copy of this deed will be signed by all the partners of both the parties hereto. If any dispute or difference shall arise between the parties hereto touching the business of the firm or Interpretation of any provision hereof or otherwise, howsoever, relating to the Firm and its business, the same shall be referred to arbitration of a common arbitrator if agreed upon, failing which to two arbitrators one to be appointed by each party of the First Part and party of the Second Part, to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996. This Deed is executed in duplicate and one copy will remain with the Party of the First Part and the other will remain with the Party of the Other Part. Signed and delivered for and on behalf of the Party of the First Part by its partners (1) ... (2) ... (3) ... Signed and delivered for and on behalf of the withinnamed Party of the Second part by its partners (1) ... (2)... (3) ... (4)... in the presence of. Partnership Agreement for a Single Venture This Deed of Partnership made at ... on this ... day of... between Mr. A residing at ... hereinafter referred to as the 'Party of the First Part' and Mr. B, residing at ... hereinafter referred to as the 'Party of the Second Part.' Whereas the Party of the First Part who is a qualified Engineer and Contractor has almost secured a big contract of constructing a bridge and as he is not in a position to bring in all requisite finance, he has requested the party of the Second Part to join him in partnership with a view to carry out and complete the said contract. And Whereas the Party of the Second Part has agreed to do so and the parties have agreed to enter into this partnership on the terms and conditions herein after mentioned. Now it is agreed by and Between the Parties Hereto as Follows: 1. The parties hereto agree to carry on the business hereinafter mentioned in partnership on the terms and conditions herein mentioned, in the name and style of M/s. The partnership shall be deemed to have commenced from the ... Day of... .., 2000 and

the period of the partnership shall be co-terminus with the completion of the said single business or adventure. The business of the partnership (hereinafter referred to as the 'Firm') shall consist of carrying out and completing the work of construction of the bridge over the river at ..... The office of the partnership shall be at ..... 5. The Parties have contributed towards the initial capital of the firm a sum of Rs. The party of the Second Part will contribute such further amounts as may be required from time to time for carrying out the said work and the amounts will be treated as a loan by him to the Firm carrying Interest at the rate of 18 per cent per annum. The net profits and losses of the firm will be shared by the partners hereto in equal shares or proportion. Net profit will mean the gross profits earned in such year less the expenses of the management of the business including the rent of the premises of the firm. Interest payable on the amounts advanced by the Party of the Second Part and by other creditors if any and all other expenses incurred in connection with the business and allowable as deduction under the Income Tax Act. The party of the First Part will act as the Manager Partner and will be in charge of the actual work of construction, and shall utilise all his technical knowledge in that behalf. Per month In addition to his share in the profits as well as a sum equal to .... The Party of the Second Part will look after the financial side of the work as well as look after the administration of the Firm and its said business. The books of account and all other record of the Firm will be always kept at the office of the Firm and will be open for Inspection by any of the partners hereto at any time. All the working staff such as clerks, peons, accountants, cashier, salesmen and others and the technical staff will be appointed by the joint consent of the partners hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the parties hereto. Subject to what is otherwise provided herein, each of the partners- hereto shall - a. participate and attend to the business of the firm to the greatest common advantage of the firm. d. indemnify the Firm for any loss caused to it by wilful negligence or fraud in the conduct of the business. e. Not carry on any business similar to the business of the Firm or any other business anywhere without the consent of the other partner/s. (g) not withdraw any amount for his own profit, benefit or use as remuneration or otherwise without the consent of the other. g. be entitled to be indemnified by the Firm in-respect of payment made and liabilities incurred by him- i. in 'the ordinary and proper course of business of the firm and ii. in doing any act for protecting the Firm from loss in emergency. All the tangible and intangible assets of the Firm including the goodwill, stock-in-trade, benefit of business licenses and permits, benefits of contracts entered etc. will belong to the parties in equal shares but subject to the debts and liabilities of the Firm and the property of the Firm shall be used by the parties exclusively for the business of the firm. Every party shall account for the profit earned from any transaction of the Firm or for the use of the property of the Firm. At the end of every six months, the Party of the Second Part will be entitled to withdraw such amount as the funds of the Firm will permit, towards repayment of the principal amount of loan advanced by the Party of the Second Part to the Firm. Any party hereto shall not, without the consent of the other- a. submit any dispute with any other person to arbitration or compromise or relinquish the claim. e. enter into partnership or other business unilaterally with any other person. f. assign or transfer his share or any Interest in the Firm. g. admit any person as a partner in the Firm. h. borrow any moneys for or in the name of the firm, or create any security or charge on the assets of the Firm. i. enter into any contracts except contracts in the regular course of business of the firm. j. stand as a guarantor or surety for any person, in the name of the Firm or for and on behalf of

the Firm. The Parties shall open in the name of the Firm one or more accounts either current, saving or overdraft or cash credit with one or more banks as may be agreed upon by the partners and the account or accounts will be operated by any one of the parties hereto. The Partnership shall continue till the completion of the said work of construction or If by any chance the said construction contract is cancelled for any reason, till the cancellation of such contract and till then none of the parties shall be entitled to dissolve the partnership or to retire from the partnership. If and when the partnership is dissolved, an account of the assets and property and list will be made up to the date of dissolution and out of the assets in specie or by sale thereof, all debts and liabilities including the loan advanced by the Party of the Second Part will be paid In priority and if any balance will remain the same will be shared by the Parties hereto in equal shares. If the said construction contract Is cancelled by any party thereto and there Is a claim by or against the Firm In respect thereof, the same will be prosecuted or defended by both the parties hereto and the winding up of the partnership will be deemed to continue until such claims are finally disposed of by arbitration or court proceedings. If any dispute or difference shall arise between the parties hereto touching the business of the firm or interpretation of any provision hereof or otherwise. howsoever relating to the Firm and its business, the same shall be referred to arbitration of a common arbitrator If agreed upon, failing which to two arbitrators one to be appointed by each party to the dispute and the arbitration shall be governed by the Arbitration & Conciliation Act. Signed and delivered by the withinnamed Mr. A In the presence of ..... Signed and delivered by the withinnamed Mr. B In the presence of ..... Agreement Admitting a Minor to the Benefit of Partnership This Agreement is made at this ..... day of ..... between Mr. A of the First Part, Mr. B of the Second Part and Mr. C of the Third Part and Shrimati X for self and as the natural guardian of her minor son Y of the Fourth Part. Signed and delivered by the withinnamed Mr. B In the presence of ..... APreliminary Notice to a Partner to Show an Opportunity why he Should not be Expelled from Partnership Date ..... TO ..... Dear Sir, 1. In terms of clause ..... of Deed of Partnership dated ..... we hereby give you notice that we propose to exercise the power given to us by clause ..... of the Deed of Partnership dated ..... to expel you from the partnership on the ground that you are carrying on the business of ..... at ..... in contravention of the provisions of clause ..... of the Deed of Partnership and thereby not been able to devote your whole time and attention to the business of the partnership. A.M. to give you an opportunity to show cause about the above ground and if possible to satisfy us that you are not carrying on the business of ..... at ..... and devoting your whole time and attention to the partnership business. If you fail to attend the said meeting, it will be presumed that you have nothing to say and the decision in terms of clause ..... of the Deed of Partnership will be taken on the material available in the interests of the firm.

## Key Legal Parties

Role	Party
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party_0	C
party_1	First Party
party_2	Second Party
party_3	Third Party
party_4	First Party
party_5	Second Party
party_6	Third Party
party_7	First Party
party_8	Second Party
party_9	Third Party
party_10	the Second Party
party_11	Arbitration
party_12	Conciliat
party_13	the second party
party_14	the second party
party_15	the second party
party_16	Party
party_17	Schedule I Party
party_18	Party
party_19	Schedule I Party
party_20	Schedule II Party
party_21	Schedule I Party
party_22	Schedule II Party
party_23	A
party_24	the Party of the First Part'
party_25	the Party of the First Part'
party_26	the Party of the Third
party_27	the Party of the Third Part
party_28	the Party of the First Part
party_29	the Party of the First Part
party_30	the Party of the First Part



party_31	the Party of the First Part
party_32	the Party of the First Part in lieu
party_33	the Party of the Second Part in lieu
party_34	the Party of the Third Part in lieu
party_35	the Party of the Third Part
party_36	the Parties of the First and Second Parts
party_37	the Party of the Third Part
party_38	the Party of the Third Part
party_39	the Parties of
party_40	the Party of the First Part
party_41	the Party of the Second Part
party_42	the Party of the Second Part
party_43	dut
party_44	the Party of the Third Part
party_45	the Party of the Third Part
party_46	the Parties of the First and Second Part
party_47	pective
party_48	the Party of the Third Part
party_49	the Municipal Corporation
party_50	The Party of the Third Part
party_51	nts
party_52	the Party of the Third Part
party_53	The Party of the Third Part
party_54	the Parties of the First and Secon
party_55	the Party of the Third Part
party_56	The Party of the Third Part
party_57	the Parties of the First and Second Part
party_58	the Party of the Third Part
party_59	the Party of the Third Part
party_60	the Party of the Third Part
party_61	the Parties of the First and Second Part

party_62	the Party of the Third Part
party_63	the Party of the Third Part
party_64	the Government Gazette
party_65	the Party of the Third Part
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party_68	the withinnamed Party of the First Part Mr. A
party_69	the withinnamed Party of the Sec
party_70	ithinnamed Party
party_71	A
party_72	the withinnamed Party of the Second Part
party_73	the withinnamed Party of the Th
party_74	thinnamed Party
party_75	the withinnamed Party of the Third Part Mr. C
party_76	Schedule I Party
party_77	Schedule I Party
party_78	Schedule II Party
party_79	Schedule I Party
party_80	Schedule II Party
party_81	Schedule III Party
party_82	Schedule II Party
party_83	Schedule III Party
party_84	DEED
party_85	FAMIL
party_86	DEED
party_87	Party
party_88	Schedule I Party
party_89	Party
party_90	Schedule I Party
party_91	Schedule II Party
party_92	Schedule I Party

party_93	Schedule II Party
party_94	the First Party
party_95	the Second Party
party_96	the Third Party
party_97	the Fourth Party
party_98	First Party Second Party Third Party Fourth Party
party_99	First Party Second Party Third Party Fourth Party
party_100	First Party Second Party Third Party Fourth Party
party_101	First Party Second Party Third Party Fourth Party
party_102	the First Party
party_103	CC.....
party_104	CC.....
party_105	the Second Party
party_106	E.F.
party_107	E.F.
party_108	the Third Party
party_109	Second Party
party_110	the Third Party
party_111	Second Party
party_112	the Third Party
party_113	the First Party
party_114	descr
party_115	AA
party_116	the First Party
party_117	the Second Party
party_118	Party
party_119	the Second Party
party_120	GG
party_121	CC
party_122	the Third Party
party_123	AA

party_124	AA
party_125	the First Party
party_126	CC
party_127	the Second Party
party_128	BB
party_129	the Third Party
party_130	AA
party_131	the First Party
party_132	CC
party_133	the Second Party
party_134	BB
party_135	the Third Party
party_136	AA
party_137	the First Party
party_138	CC
party_139	the Second Party
party_140	BB
party_141	the Third Party
party_142	First Party
party_143	Second Party
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party_145	Second Party
party_146	First Party
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party_157	the First Party
party_158	the Second Party
party_159	CC
party_160	CC
party_161	Second Party
party_162	the Third Party
party_163	CC
party_164	Second Party
party_165	the Third Party
party_166	CC
party_167	Hindu Family
party_168	the Mitakshara School of Hindu Law
party_169	CC
party_170	BB
party_171	Second Party
party_172	CC
party_173	School of Hindu Law
party_174	CC
party_175	BB
party_176	Second Party
party_177	CC
party_178	sa
party_179	BB
party_180	Second Party
party_181	CC
party_182	CC
party_183	the First Party
party_184	the Second Party
party_185	the First Party

party_186	the Second Party
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party_195	the Party of the Second Part
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party_203	the Party of the First Part
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party_207	the Party of the Second Part
party_208	the Party of the First Part and
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party_210	Party
party_211	Party
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party_229	the Party of the First Part
party_230	Party
party_231	the Party of the Second Part
party_232	the Joint Hindu Family
party_233	Party
party_234	the Party of the First Part
party_235	Party of the Second Part
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party_250	the Party of the First Part
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party_253	the Party of the Second Part
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party_268	the Party of the Second Part
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party_273	the Arbitration & Conciliation Act
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party_275	the Party of the Second Part
party_276	the Party of the First Part
party_277	the Party of the Second Part
party_278	the Party of the second Part



party_279	the Party of the second Part
party_280	the 'Party of the First Part'
party_281	Company
party_282	the 'Party of the Second Part'
party_283	the Party of the First Part
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party_295	the Party of the Second Part
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party_297	The Party of the Second Part
party_298	the Party of the First Part
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party_301	The Party of the First Part
party_302	additiona
party_303	the Party of the Second Part
party_304	Institution
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party_306	Institution
party_307	the Party of the Second Part
party_308	the Party of the First Part
party_309	the Party of the First Part

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party_317	the Party of the Second Part
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party_319	the Party of the First Part
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party_321	the Party of the First Part
party_322	the Party of the Second Party
party_323	the Party of the Second Party
party_324	the Arbitration & Conciliation Act
party_325	the Party of the First Part
party_326	the Party of the Second Part
party_327	the Party of the First Part
party_328	the Party of the Second Part
party_329	igned
party_330	withinnamed
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party_332	the Party of the Second Part M/s. A B & Co. Pvt. Ltd.
party_333	the 'Party of the First Part' M
party_334	the Party of the Second Part'
party_335	M/s. X Y Z Co. Pvt. Ltd.
party_336	Company
party_337	the Party of the Third Part'
party_338	the Party of the First Part
party_339	Registratio
party_340	the Party of the Third Part'

party_341	the Party of the First Part
party_342	The Party of the First Part As
party_343	the Party of the Second
party_344	The Party of the First Part As
party_345	the Party of the Second Part
party_346	the Party of the Third Part
party_347	cts
party_348	Patent
party_349	the Party of the First Part
party_350	the Parties of the Third Part and that
party_351	Party
party_352	Bank
party_353	Institution
party_354	The Party of the First Part
party_355	The Party of the Second Part
party_356	The Party of the Second Part
party_357	the Party of the Second Part
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party_364	The Party of the First Part
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party_366	The Party of the Third Part
party_367	the Party of the Second Part in the Firm
party_368	Party
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party_370	the Party of the Second Part in the Firm
party_371	Party

party_372	the Party of the Second Part
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party_374	the Party of the Second Part
party_375	Party
party_376	Patent
party_377	Party
party_378	Patent
party_379	Party
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party_381	The Party of the First Part
party_382	Party
party_383	the Party of the First Part
party_384	the Party of the Second Part and the
party_385	the Party of the First Part
party_386	the Party of the Second Part and the
party_387	the Party of the Third P
party_388	the Party of the Second Part and the
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party_391	the Party of the Third Part
party_392	Party
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party_395	Party
party_396	the Party of the Third Part
party_397	Court
party_398	the Party of the Thir
party_399	the Party of the Third Part
party_400	Court
party_401	the Party of the Third Part
party_402	Court

party_403	the Party of the Third Part
party_404	the Arbitration & Conciliation Act
party_405	the Party of the First Part
party_406	the Party of the Second Part and the Party of the Third Part
party_407	the Party of the First Part
party_408	the Party of the Second Part and the Party of the Third Part
party_409	the Party of the First Part
party_410	the Party of the Second Part and the Party of the Third Part
party_411	withinnamed party
party_412	the withinnamed party of the
party_413	named party
party_414	the withinnamed party
party_415	the withinnamed Party of the Third Part
party_416	M/s. X Y Z & Co.
party_417	Company
party_418	the 'Party of the Second Part'
party_419	thr
party_420	Court
party_421	Court
party_422	the Chartered Accountants of the Firm
party_423	Party
party_424	Arbitration
party_425	the Arbitration & Conciliation Act
party_426	Memorandum of Association
party_427	the Party of the First Part
party_428	the Party of the Other Part
party_429	the Party of the First Part
party_430	the Party of the Other Part
party_431	the Party of the First Part and M/s. X Y & Co.

party_432	the Party of the Second Part
party_433	the Party of the First Part Is
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party_435	the Party of the First Part Is
party_436	Wherea
party_437	the Party of the Second Part
party_438	the Party of the First and Second Part
party_439	the Party of the First and Second Part
party_440	tatives
party_441	Interfere
party_442	Party
party_443	Party of the First Part
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party_445	Party of the First Part
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party_447	the Parties of the First and the Second Part
party_448	the Party of the First Part and
party_449	Party
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party_457	Any Party of the First or Second Part
party_458	the Party of the First Part or the Party of the Second Part
party_459	the Party of the First Part or the Party of the Second Part
party_460	the Arbitration & C
party_461	the Party of the First Part
party_462	the Party of the Other Part

party_463	the Party of the First Part
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party_465	the Party of the First Part
party_466	the withinnamed Party of the Second
party_467	Partnership Ag
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party_469	the 'Party of the First Part'
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party_479	the Party of the Second Part
party_480	the Party of the Second Part to the Firm
party_481	the Party of the Second Part to the Firm
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party_483	the Arbitration & Conciliation Act
party_484	the Party of the First Part
party_485	the Party of the Other Part
party_486	the Party of the First Part
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party_489	First Party
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party_491	Third Party
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party_493	Second Party

party_494	Third Party
party_495	First Party
party_496	Second Party
party_497	Third Party
party_498	the Second Party
party_499	Arbitration
party_500	Conciliat
party_501	the second party
party_502	the second party
party_503	the second party
party_504	Party
party_505	Schedule I Party
party_506	Party
party_507	Schedule I Party
party_508	Schedule II Party
party_509	Schedule I Party
party_510	Schedule II Party
party_511	A
party_512	the Party of the First Part'
party_513	the Party of the First Part'
party_514	the Party of the Third
party_515	the Party of the Third Part
party_516	the Party of the First Part
party_517	the Party of the First Part
party_518	the Party of the First Part
party_519	the Party of the First Part
party_520	the Party of the First Part in lieu
party_521	the Party of the Second Part in lieu
party_522	the Party of the Third Part in lieu
party_523	the Party of the Third Part
party_524	the Parties of the First and Second Parts



party_525	the Party of the Third Part
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party_528	the Party of the First Part
party_529	the Party of the Second Part
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party_532	the Party of the Third Part
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party_534	the Parties of the First and Second Part
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party_536	the Party of the Third Part
party_537	the Municipal Corporation
party_538	The Party of the Third Part
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party_540	the Party of the Third Part
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party_543	the Party of the Third Part
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party_546	the Party of the Third Part
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party_548	the Party of the Third Part
party_549	the Parties of the First and Second Part
party_550	the Party of the Third Part
party_551	the Party of the Third Part
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party_553	the Party of the Third Part
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party_556	the withinnamed Party of the First Part Mr. A
party_557	the withinnamed Party of the Sec
party_558	ithinnamed Party
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party_560	the withinnamed Party of the Second Part
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party_562	thinnamed Party
party_563	the withinnamed Party of the Third Part Mr. C
party_564	Schedule I Party
party_565	Schedule I Party
party_566	Schedule II Party
party_567	Schedule I Party
party_568	Schedule II Party
party_569	Schedule III Party
party_570	Schedule II Party
party_571	Schedule III Party
party_572	DEED
party_573	FAMIL
party_574	DEED
party_575	Party
party_576	Schedule I Party
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party_578	Schedule I Party
party_579	Schedule II Party
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party_604	the First Party
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party_612	AA
party_613	the First Party
party_614	CC
party_615	the Second Party
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party_617	the Third Party

party_618	AA
party_619	the First Party
party_620	CC
party_621	the Second Party
party_622	BB
party_623	the Third Party
party_624	AA
party_625	the First Party
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party_627	the Second Party
party_628	BB
party_629	the Third Party
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party_631	Second Party
party_632	First Party
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party_649	Second Party
party_650	the Third Party
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party_652	Second Party
party_653	the Third Party
party_654	CC
party_655	Hindu Family
party_656	the Mitakshara School of Hindu Law
party_657	CC
party_658	BB
party_659	Second Party
party_660	CC
party_661	School of Hindu Law
party_662	CC
party_663	BB
party_664	Second Party
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party_667	BB
party_668	Second Party
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party_676	the 'Party of the First Part
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party_678	the Party of the Second Part'
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party_695	the Party of the Second Part
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party_698	Party
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party_707	the Party of the First & Party
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party_711	The Party of the First Part
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party_717	the Party of the First Part
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party_719	the Party of the Second Part
party_720	the Joint Hindu Family
party_721	Party
party_722	the Party of the First Part
party_723	Party of the Second Part
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party_725	Party of the Second Part
party_726	the Party of the First Part
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party_730	the Party of the First Part and the
party_731	the Party of the Second Part
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party_737	Party
party_738	the Party of the First Part
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party_740	Party of the First Part
party_741	the Party of the Second Part

party_742	The Party of the First Part and Party of the Second Part
party_743	The Party of the First Part and Party of the Second Part
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party_746	the Party of the First Part and the
party_747	the Party of the Second Part
party_748	Party
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party_750	the Party of the Second Part
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party_752	Party of the First Part
party_753	the Party of the Second Part
party_754	Party
party_755	the Party of the First Part Is
party_756	the Party of the Second Part
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party_758	Party
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party_760	Party
party_761	the Arbitration & Conciliation Act
party_762	the Party of the First Part
party_763	the Party of the Second Part
party_764	the Party of the First Part
party_765	the Party of the Second Part
party_766	the Party of the second Part
party_767	the Party of the second Part
party_768	the 'Party of the First Part'
party_769	Company
party_770	the 'Party of the Second Part'
party_771	the Party of the First Part
party_772	the 'Party of the Second Part'



party_773	the Party of the First Part
party_774	the Party of the First Part Is
party_775	the Party of th
party_776	the Party of the First Part Is
party_777	the Party of the Second Part
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party_782	Party of the First Part
party_783	the Party of the Second Part
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party_785	The Party of the Second Part
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party_789	The Party of the First Part
party_790	additiona
party_791	the Party of the Second Part
party_792	Institution
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party_794	Institution
party_795	the Party of the Second Part
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party_809	the Party of the First Part
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party_813	the Party of the First Part
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party_820	the Party of the Second Part M/s. A B & Co. Pvt. Ltd.
party_821	the 'Party of the First Part' M
party_822	the Party of the Second Part'
party_823	M/s. X Y Z Co. Pvt. Ltd.
party_824	Company
party_825	the Party of the Third Part'
party_826	the Party of the First Part
party_827	Registratio
party_828	the Party of the Third Part'
party_829	the Party of the First Part
party_830	The Party of the First Part As
party_831	the Party of the Second
party_832	The Party of the First Part As
party_833	the Party of the Second Part
party_834	the Party of the Third Part

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party_836	Patent
party_837	the Party of the First Part
party_838	the Parties of the Third Part and that
party_839	Party
party_840	Bank
party_841	Institution
party_842	The Party of the First Part
party_843	The Party of the Second Part
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party_852	The Party of the First Part
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party_858	the Party of the Second Part in the Firm
party_859	Party
party_860	the Party of the Second Part
party_861	Party
party_862	the Party of the Second Part
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party_864	Patent
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party_866	Patent
party_867	Party
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party_869	The Party of the First Part
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party_873	the Party of the First Part
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party_883	Party
party_884	the Party of the Third Part
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party_887	the Party of the Third Part
party_888	Court
party_889	the Party of the Third Part
party_890	Court
party_891	the Party of the Third Part
party_892	the Arbitration & Conciliation Act
party_893	the Party of the First Part
party_894	the Party of the Second Part and the Party of the Third Part
party_895	the Party of the First Part

party_896	the Party of the Second Part and the Party of the Third Part
party_897	the Party of the First Part
party_898	the Party of the Second Part and the Party of the Third Part
party_899	withinnamed party
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party_902	the withinnamed party
party_903	the withinnamed Party of the Third Part
party_904	M/s. X Y Z & Co.
party_905	Company
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party_908	Court
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party_910	the Chartered Accountants of the Firm
party_911	Party
party_912	Arbitration
party_913	the Arbitration & Conciliation Act
party_914	Memorandum of Association
party_915	the Party of the First Part
party_916	the Party of the Other Part
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party_919	the Party of the First Part and M/s. X Y & Co.
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party_921	the Party of the First Part Is
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party_926	the Party of the First and Second Part
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party_930	Party
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party_949	the Party of the First Part
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party_955	Partnership Ag
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party_957	the 'Party of the First Part'
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party_967	the Party of the Second Part
party_968	the Party of the Second Part to the Firm
party_969	the Party of the Second Part to the Firm
party_970	the Party of the Second Part
party_971	the Arbitration & Conciliation Act
party_972	the Party of the First Part
party_973	the Party of the Other Part
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parties_976	the First Second and Third Parts
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parties_982	the Deed of Partnership
parties_983	WITN
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parties_993	the Deed of Partnership
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parties_1002	the Party of the Second Part
parties_1003	the Government or Municipal Corporation
parties_1004	the Party of the Third Part all
parties_1005	the Party of the Third Part
parties_1006	the Parties of the First and Second Part
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parties_1010	the Parties of the First and Second Part
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parties_1012	the Party of the Third Part
parties_1013	the Parties of the First and Second Part
parties_1014	the Parties of the First and Second Part
parties_1015	the Party of th
parties_1016	Sales Tax Department
parties_1017	the Deed of Partnership
parties_1018	AA



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parties_1022	AA
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parties_1026	AA
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parties_1028	BB
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parties_1030	Party
parties_1031	Schedule I Party of t
parties_1032	ule II Party
parties_1033	SEC
parties_1034	the Fourth Party
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parties_1036	HUF
parties_1037	M/s.
parties_1038	hundies
parties_1039	the Arbitration and Conciliation Act
parties_1040	the 'Continuing Partners'
parties_1041	the Deed of Partnership
parties_1042	the Deed of Partnership
parties_1043	the Retiring Partner
parties_1044	The Retiring Partner
parties_1045	M/s
parties_1046	BB
parties_1047	CC
parties_1048	Second Party
parties_1049	the Third Party

parties_1050	the Third Party
parties_1051	the First Party
parties_1052	tha
parties_1053	the Mitakshara School of Hindu
parties_1054	imm
parties_1055	the Mitakshara School of Hindu
parties_1056	imm
parties_1057	Lists AA
parties_1058	BB
parties_1059	the Party of the First Part
parties_1060	Party
parties_1061	the Party of the Fir
parties_1062	Party
parties_1063	ade
parties_1064	the Parties of the First Part and
parties_1065	the Arbitration & Conciliation Act
parties_1066	the Party of the second Part
parties_1067	conditi
parties_1068	Sche
parties_1069	rks
parties_1070	Party
parties_1071	the Party of the First Part
parties_1072	the Arbitration & Conciliation Act
parties_1073	the Party of the Second Part
parties_1074	p
parties_1075	conditi
parties_1076	the Party of the First Part
parties_1077	the Parties of the Third Part and that
parties_1078	Party
parties_1079	Bank
parties_1080	Institution

parties_1081	The Party of t
parties_1082	the Party of the Second Part
parties_1083	Net Profit
parties_1084	rks
parties_1085	Par
parties_1086	Party
parties_1087	the Party of the First Part
parties_1088	the Arbitration & Conciliation Act
parties_1089	the Party of the Second Part and the Party of the Third Part
parties_1090	the 'Party of the Second Part'
parties_1091	Memorandum of Association
parties_1092	Memorandum of Association
parties_1093	Govt
parties_1094	p
parties_1095	conditi
parties_1096	ccountants
parties_1097	siness
parties_1098	the Arbitration & Conciliation Act
parties_1099	the Party of the Other Part
parties_1100	conditi
parties_1101	The Office of the partnership
parties_1102	Net Profit
parties_1103	the Party of the First and Second Part
parties_1104	p
parties_1105	the Parties of the First and
parties_1106	Par
parties_1107	the Parties of the First and t
parties_1108	the Parties of the First and the Second Part
parties_1109	the Party of the First Part and
parties_1110	aut
parties_1111	the First & Second Parts

parties_1112	Party
parties_1113	the Party of the Second Part
parties_1114	dissolv
parties_1115	the Party of the Other Part
parties_1116	the Party of the Second Part
parties_1117	conditi
parties_1118	the Arbitration & Conciliation Act
parties_1119	the Party of the Other Part
parties_1120	the First Second and Third Parts
parties_1121	ben
parties_1122	C
parties_1123	C
parties_1124	eed
parties_1125	A
parties_1126	the Deed of Partnership
parties_1127	WITN
parties_1128	the Mitakshara School of Hindu
parties_1129	the Mitakshara School of Hindu
parties_1130	the Hindu undiv
parties_1131	Party of the f
parties_1132	Party
parties_1133	Schedule I Party of t
parties_1134	le II Party
parties_1135	the Party of the Third Part
parties_1136	M/s. XYZ & CO on t
parties_1137	the Deed of Partnership
parties_1138	the Party of the Third Part
parties_1139	the Parties of the First and Second Parts
parties_1140	the Parties of the First and Second Part
parties_1141	M/s
parties_1142	the Party of the Third Part

parties_1143	the Parties of the First and Second Part
parties_1144	rm
parties_1145	the Party of the First Part
parties_1146	the Party of the Second Part
parties_1147	the Government or Municipal Corporation
parties_1148	the Party of the Third Part all
parties_1149	the Party of the Third Part
parties_1150	the Parties of the First and Second Part
parties_1151	The Party of the Third Part
parties_1152	the Party of the Third Part
parties_1153	The Party of the Third Part
parties_1154	the Parties of the First and Second Part
parties_1155	the Party of the Third Part
parties_1156	the Party of the Third Part
parties_1157	the Parties of the First and Second Part
parties_1158	the Parties of the First and Second Part
parties_1159	the Party of th
parties_1160	Sales Tax Department
parties_1161	the Deed of Partnership
parties_1162	AA
parties_1163	Kart
parties_1164	DEED
parties_1165	mon
parties_1166	AA
parties_1167	AA
parties_1168	AA
parties_1169	AA
parties_1170	AA
parties_1171	CC
parties_1172	BB
parties_1173	adjud

parties_1174	Party
parties_1175	Schedule I Party of t
parties_1176	ule II Party
parties_1177	SEC
parties_1178	the Fourth Party
parties_1179	sai
parties_1180	HUF
parties_1181	M/s.
parties_1182	hundies
parties_1183	the Arbitration and Conciliation Act
parties_1184	the 'Continuing Partners'
parties_1185	the Deed of Partnership
parties_1186	the Deed of Partnership
parties_1187	the Retiring Partner
parties_1188	The Retiring Partner
parties_1189	M/s
parties_1190	BB
parties_1191	CC
parties_1192	Second Party
parties_1193	the Third Party
parties_1194	the Third Party
parties_1195	the First Party
parties_1196	tha
parties_1197	the Mitakshara School of Hindu
parties_1198	imm
parties_1199	the Mitakshara School of Hindu
parties_1200	imm
parties_1201	Lists AA
parties_1202	BB
parties_1203	the Party of the First Part
parties_1204	Party

parties_1205	the Party of the Fir
parties_1206	Party
parties_1207	ade
parties_1208	the Parties of the First Part and
parties_1209	the Arbitration & Conciliation Act
parties_1210	the Party of the second Part
parties_1211	conditi
parties_1212	Sche
parties_1213	rks
parties_1214	Party
parties_1215	the Party of the First Part
parties_1216	the Arbitration & Conciliation Act
parties_1217	the Party of the Second Part
parties_1218	p
parties_1219	conditi
parties_1220	the Party of the First Part
parties_1221	the Parties of the Third Part and that
parties_1222	Party
parties_1223	Bank
parties_1224	Institution
parties_1225	The Party of t
parties_1226	the Party of the Second Part
parties_1227	Net Profit
parties_1228	rks
parties_1229	Par
parties_1230	Party
parties_1231	the Party of the First Part
parties_1232	the Arbitration & Conciliation Act
parties_1233	the Party of the Second Part and the Party of the Third Part
parties_1234	the 'Party of the Second Part'
parties_1235	Memorandum of Association

parties_1236	Memorandum of Association
parties_1237	Govt
parties_1238	p
parties_1239	conditi
parties_1240	ccountants
parties_1241	siness
parties_1242	the Arbitration & Conciliation Act
parties_1243	the Party of the Other Part
parties_1244	conditi
parties_1245	The Office of the partnership
parties_1246	Net Profit
parties_1247	the Party of the First and Second Part
parties_1248	p
parties_1249	the Parties of the First and
parties_1250	Par
parties_1251	the Parties of the First and t
parties_1252	the Parties of the First and the Second Part
parties_1253	the Party of the First Part and
parties_1254	aut
parties_1255	the First & Second Parts
parties_1256	Party
parties_1257	the Party of the Second Part
parties_1258	dissolv
parties_1259	the Party of the Other Part
parties_1260	the Party of the Second Part
parties_1261	conditi
parties_1262	the Arbitration & Conciliation Act
parties_1263	the Party of the Other Part
contractor_1264	the 'Party of the Second Part
contractor_1265	the Party of the First Part
contractor_1266	the 'Party of the Second Part



contractor_1267	the Party of the First Part
employee_1268	b. Engage
employee_1269	c. Employ
employee_1270	b. Engage
employee_1271	c. Employ
tenant_1272	AA
tenant_1273	residen
tenant_1274	AA
tenant_1275	residen

## Key Legal Entities

### *Person*

- A
- Shrimati
- B
- C
- X

... and 26 more

### *Org*

- the Benefit of Partnership This Agreement
- the First Second and Third Parts
- the Unit Trust
- Y.
- withinnamed

... and 150 more

### *Date*

- this ..... day
- the day
- three months

- the age of 18 years
- the day and year first

... and 87 more

## **Money**

- 18 per cent

## **Law**

- the Partnership Act
- the Income Tax Act
- Income Tax Act
- Another Partnership Deed This Deed of Partnership
- section 40(b)

... and 10 more

## **Gpe**

- Bombay
- DE
- Burma
- Karta
- India

## **Key Clauses**

### **Indemnification**

- indemnify the other partners and assets of the firm against the same and all other proceedings, costs, claims or demands in respect thereof;...
- indemnify the personal representatives of the deceased partner from the existing and future debts, obligations and liabilities of the partnership....

... and 24 more instances

### **Termination**

- termination as aforesaid of the partnership, the business thereof shall be sold as a going concern, the goodwill shall be sold along with the business....
- termination as aforesaid of the partnership, the business thereof shall be sold as a going concern, the goodwill shall be sold along with the business....

## Obligations and Rights

### ***Obligations:***

- shall be paid a sum of Rupees
- shall be admitted to the benefits of the partnerships by paying a share of 5% In the net profits of the firm
- shall be as follows- Mr
- shall be admitted to the benefits of partnership between A, 8, and 0 in terms of Deed of Partnership dated
- shall be arrived at after providing for payment of remuneration to the working partners and interest to the partners as provided shall be divided among the partners in the following shares and proportion

... and 569 more obligations

### ***Rights:***

- may be agreed between all the then partners and the said D but not otherwise
- may be changed or added to with the consent of all the partners
- may retire from the partnership by one month's prior notice
- may agree to increase the capital of the firm by bringing in additional contribution in the proportion of the shares held by them in the initial capital of the firm
- may be adjusted against the increased capital

... and 147 more rights

## Section Summaries

### ***PREAMBLE***

Agreement Admitting a Minor to the Benefit of Partnership This Agreement is made at this ..... day of ..... between Mr. A of the First Part, Mr. B of the Second Part and Mr. C of the Third Part and Shrimati X for self and as the natural guardian of her minor son Y of the Fourth Part. Whereas the parties hereto of the First Second and Third Parts have been carrying on

business in partnership alongwith Mr. D In terms of deed of partnership dated ..... entered into by the said partners. And Whereas the said D died on the day of ..... leaving his widow X and a minor son named Y as his heirs. And Whereas the said X made a claim for the share of the said D In the assets of the said partnership including goodwill and undistributed profits . And Whereas the said claim has been settled between the parties hereto of the first, second and third parts and the said X and It Is agreed that the said X for self and as the natural guardian of the said minor Y shall be paid a sum of Rupees ..... in full payment of the share of the said deceased partner D In the capital assets including goodwill of the said partnership and that the said Y shall be admitted to the benefits of the partnerships by paying a share of 5% In the net profits of the firm. And Whereas the said amount of ..... has been paid to the said X before the execution of these presents partly in cash and partly in securities In the nature of units of the Unit Trust and purchased in the name of the said X and the said minor Y jointly in order to safeguard the interest of the said Y and the said X hereby acknowledges receipt of the said amount in full and declares that she for self and as the natural guardian of the said Y. has no claim against said firm on account of the share of the said deceased partner D. And Whereas the parties hereto of the first, second and third parts further agree that they hereby admit minor Y to the benefits of the said partnership by paying him a share of 5% in the net profits of the said partnership. He will not be liable to pay any part of the losses of the said firm. And Whereas the parties of the first, second and third parts agree and declare that they will pay the amount of the said share of the minor Y in the net profits of the firm within three months from the end of the accounting year. And Whereas it is further agreed and declared that in view of the share given to the said Y in the profits of the firm the shares of the partners of the first. second and third parts in the profits of the firm will be readjusted and shall be as follows- Mr. A's share will be ..... 35% Mr. B's share will be ..... 35% Mr. C's share will be ..... 25% However the losses of the partnership will be borne by the parties of the first, second and third parts equally. And Whereas it is further agreed and declared that on the said minor attaining the age of 18 years. he will be admitted as a partner In the said firm if the partnership continues till then, on such terms as may be agreed between all the then partners and the said D but not otherwise. And Whereas subject as aforesaid the parties of the first, second and third parts will continue to carry on the business in partnership in terms of the said deed of partnership above recited. And Whereas amendment made by this deed in the constitution and terms of the partnership will be registered as required by the Partnership Act, and the Income Tax Act within the prescribed terms. IN WITNESS WHEREOF the partners have put their hands the day and year first hereinabove written Signed by the withinnamed Mr. A in the presence of Signed by the withinnamed Mr. B in the presence of Signed by the withinnamed Mr. C in the presence of Signed by the withinnamed Mr. X for self and as natural guardian of Y a minor in the presence of Agreement Admitting a New Partner This Agreement is made at this ..... day of ..... between Mr. A and B hereinafter jointly referred to as the existing partners of the one part and Mr. C hereinafter referred to as the new partner of the other part. Whereas Mr. A and Mr. B are carrying on business In partnership in the name of M/s. A B and Company as from the day of ..... under and by virtue of the deed of partnership dated the ..... day of ..... entered into between them. And Whereas the existing partners now desire to admit the new partner as an additional partner In the said partnership and the new partner Is also willing the join the said partnership on the terms hereinafter provided. And Whereas the present book value of their shares in capital contribution of the existing partners

Mr. A and Mr. B and in the assets of the Firm Rs rupees. .... and rupees ..... respectively which the new partner has agreed to accept. And Whereas the new partner is willing to bring in a capital contribution of rupees ..... In the Firm Now it is agreed by and between the partners hereto as follows - 1. The existing partners hereby admit the new partner as a partner alongwith the existing partners of the said firm carried on or in the name of M/s A B and Company as from the ..... day of ....., 2000. 2. The partnership business will be carried on the same name as above mentioned and at the same place of business as at present. 3. The business of the partnership will be the same as at present carried on and may be changed or added to with the consent of all the partners. The shares in the capital assets including goodwill of the firm as on this day ..... of the said three partners will be treated as follows - Mr. A ..... 40% Mr. B ..... 40% Mr. C ..... 20% (5) The shares of the parties hereto In the net profit and losses of the partnership will be as follows – Mr. A ..... 40% Mr. B ..... 40% Mr. C ..... 20% 6. The duration of this new partnership will be at will but any partner may retire from the partnership by one month's prior notice. In case of difference of opinion on any question regarding business, the opinion of the majority will be final and binding on all the partners. Subject to what is otherwise provided herein the terms and conditions mentioned in the said deed of partnership dated ..... will be binding on the parties as if the said Mr. C was a party thereto and subject as aforesaid the said the deed of partnership as amended by this agreement will be treated the deed of partnership between the parties hereto. The change in the constitution of the said firm made by this agreement will be notified or registered under the Partnership Act, and Income Tax Act, as per the legal requirements thereof. IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written. Signed by the within named Mr. A in the presence of Signed by the within named Mr. B in the presence of Signed by the within named Mr. C In the presence of Agreement Admitting Minor to the Benefits of Partnership This Agreement made at ..... on this..... day of ....., 2000, between A son of ..... resident of ..... of the FIRST PART, B son of ..... resident of ..... of the SECOND PART and C son of ..... resident of ..... of the THIRD PART. Whereas the parties hereto are carrying on the business of ..... in partnership under the name and style of M/s. .... at ..... upon the terms and conditions mentioned in the Deed of Partnership dated ..... And Whereas the parties have agreed to admit the minors D and E to the benefits of the partnership. Shri D son of ..... minor (Date of birth), resident of ..... shall be admitted to the benefits of partnership between A, B, and C in terms of Deed of Partnership dated ..... from the date of these presents. The net profits of the partnership shall be arrived at after providing for payment of remuneration to the working partners and interest to the partners as provided shall be divided among the partners in the following shares and proportion: i A 30 paise in a rupee in the net profits 40 paise in a rupee in the net losses. ii B 30 paise in a rupee in the net profit 40 paise in a rupee in the net losses. It is also agreed that the said minor D shall be entitled to the benefits of partnership and shall not be personally liable for any obligations and liabilities of the firm but his share in the profits of the firm shall be liable for any obligations and liabilities of the said firm and pending the said minor attaining majority, his share in the profit of the partnership shall be accumulated to the credit of the minor, so as to be available to meet his share of loss, if any incurred by the firm at any time during his minority. Subject to modifications made by this agreement, all other terms and

conditions in the partnership deed dated ..... executed between A of the one part, 8 of the second part and C of the third part shall, remain unchanged and shall be binding on all the parties hereto. IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written. Signed and delivered by the within named A Signed and delivered by the within named B Signed and delivered by the within named C WITNESSES; 1. Agreement introducing a New Partner in the Existing Partnership This Agreement made at ..... this ..... day of ....., 2000, between A, son of ..... resident of ..... B, son of ..... resident of ..... (hereinafter collectively called the partners) of the ONE PART and C, son of ..... resident of ..... (hereinafter called the new partner) of the OTHER PART. Whereas the partners are carrying on the business of ..... under the name and style of M/s. .... at ..... in terms of Deed of Partnership dated ..... And Whereas on the request of the new partner, the partners have agreed to introduce him as a partner in the partnership and in consideration of the new partner contributing the sum of Rs. .... towards the capital of the partnership of the partners. This Agreement is supplemental to the deed of partnership dated ..... made between the said partners. From the date hereof, the said new partner shall be a partner with the partners subject to the terms and conditions of the said partnership deed except in so far as the same are varied by this agreement. The capital of the partnership shall be Rs. .... contributed by the parties hereto in equal one-third shares and the partners shall be entitled to share the profits and bear the losses of the partnership in proportion to their respective shares in the partnership. The old partners shall be liable for the debts, liabilities and obligations of the old partnership and they shall indemnify and keep indemnified the new partner and also all the assets and rights of the partnership firm against such debts, liabilities and obligations and against all proceedings, costs, claims and expenses in respect thereof. Except as modified by this agreement, the said partnership deed of date ..... shall hereafter be read and construed as if the same had been executed by the partners and new partner hereto. IN WITNESS WHEREOF, the parties hereto have set and subscribed their hands, the day and year first hereinabove written. Another Partnership Deed This Deed of Partnership made at..... this ..... day of ....., 2000, between A, son of O of Bombay Hindu inhabitant, resident of ..... of the ONE PART, B, son of E of Bombay Hindu inhabitant resident of ..... of the SECOND PART and Mrs. C, wife of F, of Nagpur Hindu inhabitant, resident of ..... of the THIRD PART. Whereby It Is Agreed that the parties hereto (hereinafter together called the partners) shall become partners in the business of ..... for the term of ..... years with effect from ..... upon the terms and conditions hereinafter contained namely: 1. The partnership shall be carried on in the name and style of M/s. The partnership business will be carried on at ..... and/or at such other place or places, as shall be agreed to by the partners from time to time. .... which shall be contributed by the partners in the following proportions. First Party 40% Rs . .... Second Party 40% Rs . .... Third Party 20% Rs . The further capital if any required by the partnership shall be brought by the partners and such additional capital brought by the partners shall be treated as loan to the firm and shall be paid interest @ ..... % p.a. out of the gross profits of the firm. The partners may agree to increase the capital of the firm by bringing in additional contribution in the proportion of the shares held by

them in the initial capital of the firm. At the time of increase of the capital, the additional capital of the partner or partners may be adjusted against the increased capital. The bankers of the partnership shall be ..... The bank account of the firm shall be operated upon by any partner. The net profits of the business shall be divided between the partners in the proportion of the capital and they shall bear all losses including loss of capital in the same proportion. The firm shall maintain usual account and other books at the place of business and they shall be kept properly posted up to date and shall not be removed from the place of business without the consent of all the partners. Each partner shall have free access to the books of account of the partnership at all times and shall be entitled to make such copies or extract therefrom as he may think fit. The First and the Second Party shall devote their whole time and attention to the interests of the business and shall be the working partners. They shall be entitled to equal remuneration for their working out of the amount computed in the manner laid down under section 40(b) of the Income-tax Act, 1961. The remuneration so computed shall be worked out and credited in the books of account, at the close of the accounting year period. Be just and faithful to other partners in the transactions relating to partnership business; ii. Pay his separate debts and indemnify the other partners and assets of the firm against the same and all other proceedings, costs, claims or demands in respect thereof; iii. Give full information and truthful explanations of all matters relating to the affairs of the partnership to all the partners at all times. No partner shall without the consent of the other partners- i Engage in any other business directly or indirectly. ii Lend money or give credit of the goods of the firm to whom the other partners have previously forbidden him to trust. iii Mortgage, charge or assign his share in the assets or profits of the firm. iv Draw, accept or indorse any bill of exchange or promissory note on account of the firm. v Engage, remove or dismiss any apprentice, employee or agent of the firm. vi Give any security or promise for the payment of money on account of the firm except in the ordinary course of business. vii Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the partnership property may be endangered. viii Buy, order or contract any property or goods for the firm exceeding Rs. .... ix Sign any cheque on behalf of the firm to, a sum exceeding Rs. .... x Compromise or compound or, release or, discharge any debt due to the partnership. The accounts of the partnership shall be maintained according to the financial year, from 1st April to 31st March and general account shall be taken of all the capital assets and liabilities to, the time being of the partnership as on ..... in each year and a balance sheet and profit and loss account shall be prepared by M/s. .... Chartered Accountants or any other Chartered Accountants to be agreed upon by the partners and a copy thereof shall be furnished to each of the partners, who shall be bound thereby, unless some manifest error shall be discovered within six months, in which case such error, shall be rectified. Immediately after the preparation of the said balance sheet and profit and loss account, the net profits less sums drawn by the partners shall be divided to the partners. Each partner, shall be entitled to ..... weeks holiday in each year and all the partners shall make choice of the holiday alternatively. A new partner, may be introduced with the consent of all the partners on such terms and conditions as the partners agree with the Person to be introduced as a partner, in the firm. On the death of any partner, during the continuance of the partnership, the firm shall not be dissolved, the surviving partners shall have the option to purchase the share of the deceased partner, in the partnership business and the property and goodwill thereof. The purchase price of the share of deceased partner

shall be the amount at which such share shall stand in the last balance sheet which shall have been prepared prior to the death of the deceased or in the event of the death of either, partner before the preparation of the first balance sheet the sum credited to him as his share of capital, and interest at the rate of ..... % p.a. of profit from the date of the then last preceding annual account up to the date of death of the deceased. The partner, purchasing the share of the deceased partner, shall also enter, into a covenant to indemnify the personal representatives of the deceased partner from the existing and future debts, obligations and liabilities of the partnership. If a partner retires or becomes insolvent, then the partnership will not be dissolved, and the remaining partner, shall have the option to purchase the share of such partner and the purchase price shall be calculated as given in the preceding clause. All outgoings and expenses of the partnership and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits, next out of capital and in the case of further deficiency, by the partners in the shares in which they are entitled to the net profits of the partnership business. All partnership moneys, bills, notes, cheques and other instruments received by the partnership shall as and when received be paid and deposited in the bank to the credit of the firms' account, except such sums as are immediately required to meet the current expenses of the partnership firm. All transactions of the firm shall be done in the name of the partnership and all goods shall be purchased or sold in the firm name. shall be issued in the name of the firm. If any partner shall assign, charge or encumber his share in the partnership or shall become bankrupt or a lunatic or otherwise permanently incapable of attending to the partnership business or shall absent himself from the partnership business for more than ..... days, in any period of the twelve months except during his annual holiday without the consent of the other partners, or commit any breach of any of the provisions of this agreement or commits any criminal offence or do or suffer any act which would be a ground for the dissolution of the partnership by the court and in any such case it shall be lawful for the other partners by notice in writing to the offending or incapacitated partner or his trustee or official assignee to determine the partnership whereupon the partnership so far as concerns such partner shall determine and the other partner shall have the option to purchase his share and pay the purchase price to the offending partner or his trustee or official assignee in accordance with clause 14 hereof. Upon the determination of the partnership by efflux of time or in the case of death, retirement or expulsion of a partner from the partnership, the surviving or other partner shall not exercise the option of purchasing the share and interest of the deceased, retired or expelled partner or the partnership is determined by any other event not herein otherwise provided, a full and general account of the assets, credits, debts, liabilities of the partnership shall be taken and the assets and credits shall be sold, realised and the proceeds shall be applied in paying and discharging debts, liabilities and expenses of and incidental to the partnership business and the winding up affairs of the partnership affairs and subject thereto in paying to each partner any unpaid profits which may be due to him and his share of the capital and the balance of such proceeds shall be divided between the partners in the shares in which they are entitled to the net profits of the partnership and the partners shall execute, do or cooperate in all necessary or proper instruments, acts, matters and things for effecting or facilitating the sale, realisation and getting in of the partnership assets and credits and the application and division of the proceeds thereof and for their mutual release or indemnity or otherwise. Upon the determination of the partnership, each partner shall have the option to purchase the goodwill



of the partnership on a price as agreed to by the partners, and if no partner exercises the option to purchase the goodwill, the same shall be sold to a willing purchaser, PROVIDED THAT it upon any such determination as aforesaid of the partnership, the business thereof shall be sold as a going concern, the goodwill shall be sold along with the business. No partner (unless he is the purchaser of such business) shall directly or indirectly carry on or be concerned or interested in a similar business in his own name in the locality of the firm within a period of ..... years from the completion of sale of goodwill. The value of the goodwill shall be considered as an asset of the firm and will be added to and form part of the sum payable to all the partners on the dissolution of the partnership. All disputes and differences whatsoever which shall arise between the partners or between the partners and the personal representatives of the deceased partner relating to any matter whatsoever touching the affairs of the partnership or the interpretation of this agreement and whether before or after the determination of the partnership shall be referred to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. All the other matters for which no provision is made in this deed, shall be decided by the majority of the partners for the time being of the partnership. IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written. Signed and delivered by the within named A Signed and delivered by the within named B Signed and delivered by the within named Smt.C WITNESSES; 1.

DEED CONFIRMING PARTITION OF A HINDU UNDIVIDED FAMILY EFFECTED EARLIER  
THIS DEED OF PARTITION is made on the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN

Mr..... S/O

Mr.....

Resi..... of the first  
part; AND Mr..... of

the second part; AND

Mr.....

Resi..... of the third

part; all three after it collectively referred to as parties and individually as the first party, second party and third party respectively, which expression is inclusive of their related successors,

heirs representatives and assigns. WHEREAS 1. The parties consist a Hindu undivided family ruled by the Mitakshara School of Hindu law. By mutual consent, the parties, on the \_\_\_\_ day of \_\_\_\_ adjudged for doing a total partition of assets/properties of the Hindu undivided family.

Per this decision, a division of the properties/assets was made on the \_\_\_\_\_ by mutual consents, convincing all the parties by it. share of each party was delivered and transferred in his name in the municipal records. It is intended, that the parties may not controvert all the assets of the family laid in Schedule A to this deed, were partitioned. The first party, the second party and the third party, consisting a Hindu undivided family having separated from each other and have divided the family assets as detailed in Schedule A of this deed. 2.

assets were divided by parties into three parts, the following division between the parties has been adjudged upon; Party of the first part..... All the property given in Schedule I Party of the second part..... All the property given in Schedule II Party of the third part..... All the property given in Schedule III 3. Each of the above stated parties is and shall be complete

owner of property as given to him as per clause 2 above. None other party shall bear any rights, title or interest in those assets after it. This partition was made by mutual agreement, leaving no power to any party in assailing on any ground whatsoever. The first party shall keep original deed of partition. A true copy signed by all the parties shall be kept by other parties, which true copy shall be considered as effective as the original deed for all purposes and intents. IN WITNESS WHEREOF, the parties to this deed have set their hands in the presence of \_\_\_\_\_ PARTY OF THE FIRST PART

\_\_\_\_\_ PARTY OF THE SECOND PART \_\_\_\_\_

PARTY OF THE THIRD PART Witnesses: 1. 2 Deed of Dissolution of Partnership (Involving immovable property) This Deed of Dissolution Is made at ... this day ... between Mr. A residing at ... hereinafter referred to as 'the Party of the First Part' and Mr. 'B' residing at ... hereinafter referred to as 'the Party for the Second Part' and Mr. 'C' residing at ... hereinafter referred to as 'the Party of the Third Part,' Whereas the Parties hereto have been carrying on business of... in partner- ship in the Firm name of M/s. XYZ & CO on the terms and conditions recorded in the Deed of Partnership dated ... entered into by and between the parties hereto. since the ... day of ... And Whereas as certain differences have arisen between the parties hereto (or as the parties do not desire to continue the said partnership for diverse reasons the parties) have agreed to dissolve the said partnership as from the ... day of ... on the terms herein recorded. And Whereas the assets of the partners consist of i. the land and premises purchased and belonging to the Party of the First Part and brought in by the Party of the First Part as his contribution to the capital of the Firm ii. the lands and premises described In the Second and Third Schedules hereto purchased or otherwise acquired by the Firm in the course of Its business. And Whereas accounts of the partnership business have been made upto the date of dissolution and the total value of the assets have been ascertained to be Rs... including Bank balances, and outstanding debts and excluding therefrom the debts and liabilities of the Firm. And Whereas each partner is entitled to an equal share in the assets and profits of the firm, under the said Deed of Partnership. And Whereas it is agreed that the property described In the First Schedule will be returned back to the Party of the First Part in lieu of his share In the said assets, the property described In the Second Schedule will be assigned to the Party of the Second Part in lieu of his share in the said assets and the property described in the Third Schedule will be retained by the Party of the Third Part in lieu of his share in the said assets. And Whereas for equalisation of shares the Party of the Third Part will pay to the Parties of the First and Second Parts in cash a sum of Rs... in the manner hereinafter provided. -- And Whereas it is agreed that the business of the firm will be continued by the Party of the Third Part alone in the same name and he will be entitled to retain not only the property described in the Third Schedule but all the stock-in- trade, furniture, articles and moneys in lieu of his share in the assets subject to payment of the said sums payable to the Parties of the First and Second Part and subject to all debts and liabilities of the Firm and that the Parties of the First and Second Part will be deemed to have retired from the partnership And Whereas the parties have agreed to record the terms of and effectuate the dissolution of the Firm In the manner following. It Is agreed and declared that the partnership between the parties hereto in the name of M/s ... be and it is hereby dissolved with effect from the ... day of ....., 2000. The accounts of the business and assets, profits and losses of the said partnership firm till the date of dissolution have been made and settled and signed by the Parties and the Parties confirm the same and except as hereinafter provided no party is liable

to the others in respect thereof. The business of the Firm shall be continued to be carried on by the Party of the Third Part alone and as the sole proprietor thereof as from the said date and the Parties of the First and Second Part shall be deemed to have retired from the partnership and shall have no claim thereto except to the extent hereinafter mentioned. The property described in the First Schedule hereto shall cease to be a part of the assets of the Firm and shall continue to belong to the Party of the First Part in his own personal capacity and the Parties hereto of the Second and Third Part hereby release and renounce all their right, title and Interest therein or thereto as partners of the Firm. The property described in the Second Schedule hereto shall also cease to be a part of the assets of the Firm and shall belong to the Party of the Second Part alone and in his own personal right and the Parties of the First and Third Part hereby grant, transfer and release all their respective shares, right, title and interest therein together with the appurtenances thereto To Have and To Hold the same unto and to the use of the Party of the Second Part absolutely subject to the payment of the taxes, rates, assessments, dues and duties payable in respect thereof to the Government or Municipal Corporation or any other public body. The Parties of the First and Second Part also release or renounce in favour of the Party of the Third Part all their share, right, furniture and other articles and moneys belonging to the Firm, the goodwill, thereof and in or to all the debts and outstandings belonging to the Firm. The property described in the Third Schedule hereto shall belong to the Party of the Third Part alone and the Parties of the First and Second Part hereby grant, transfer and release all their respective shares, rights, title and interest therein To Have And To Hold the same unto the use of the Party of the Third Part absolutely subject to the payment of all the taxes, rates, assessments, dues and duties In respect thereof payable to the Government or the Municipal Corporation or any other public body. The Party of the Third Part agrees and covenants to pay to each of the parties of the First and Second Parts a sum of Rs... by quarterly equal instalments with Interest thereon at ... % p.a. the first of such instalments to be paid on the ... day of ... and each subsequent instalments on the ... day of each subsequent quarter provided that in default of payment of any two instalments the whole of the said amount or any part thereof then remaining due shall become payable forthwith and provided further that, the payment of the said amounts shall remain charged on the property described in the Third Schedule hereto and allotted to the Party of the Third Part. The Party of the Third Part covenants with the Parties of the First and Second Part that he will pay and is liable to pay all the debts and liabilities of the Firm subsisting on the date of dissolution including liabilities of Firm's income-tax and other taxes and Government dues and shall indemnify and keep indemnified the Parties of the First and Second Parts against the said liability and against all loss, costs, charges and expenses incurred by any of them on account of such debts and liabilities or any of them or any part thereof being required to be paid by them or any of them. Each of them the Parties hereto hereby releases the other or others from all proceedings, accounts, claims and demands in respect of the said partnership but without prejudice to any rights or claims and remedies in respect thereof under these presents. The Parties of the First and Second Part hereby jointly and severally appoint, nominate and constitute the Party of the Third Part their attorney or agent with authority to collect all the assets and property of the partnership and to ask, demand, sue for and recover and receive and to sign and give discharge for all the debts, estate and effects or other moneys due or owing or in any wise belonging to the said partnership and to settle accounts, reckoning, matters and things whatsoever relating thereto and to compound or release all or

any of the debts or claims belonging to the partnership and to Institute any suit or legal action or other proceedings for compelling payment, discharge or delivery of any moneys or other property belonging to the partnership and for any of the purposes aforesaid from time to time to appoint any substitute or substitutes and at any time to remove him or them, to sign, declare pleadings. and generally to do all such acts and things as may be necessary or expedient for the purpose of recovering All debts and liabilities of the Firm or for vesting in the Party of the Third Part the premises hereby assigned or released to him. The Parties of the First and Second Part shall not for a period of one year from the date hereof carry on or engage or be concerned or interested either directly or indirectly in the same business carried on by the said partnership in the city of ... 13. The benefits of or rights to all permits licenses held by the said Firm shall belong to the Party of the Third Part alone and the Parties of the First and Second Part will have no right or claim thereto. Each of the parties hereto agrees and undertakes to sign all applications. required to properly transfer the properties and other assets allotted, assigned or released to the other or others including all licenses and permits in the Government or Municipal records or otherwise but the costs, charges and expenses in respect thereto will be borne by the party requiring such documents to be signed. Each of the parties hereto assures the others that except as recorded in the books of account of the Firm and other record, any of them has not received. collected or discharged or compromised any claim demand or credit due or to become due to the Firm or incurred any debt or liability or obligation that may now or hereafter directly or indirectly charge or affect the partnership or any of Its property and assets. The notice of the dissolution of the firm in the prescribed form will be given by the Party of the Third Part within prescribed time as required by the Partnership Act and Rules made thereunder and the Party of the Third Part will publish the dissolution in the Government Gazette as early as possible. All the expenses of and incidental to stamp and registration of this Deed will be borne by the parties hereto in equal shares. The original of this Deed will remain in the custody of the Party of the Third Part and will be produced by him to the other or others whenever required for inspection or production before any Court. One duplicate signed copy of this Deed will remain with each of the other two parties hereto. Notwithstanding anything hereinbefore contained all the liability for income-tax on the personal Income including capital gains tax of any party hereto including any interest thereon and penalties imposed In respect thereof incurred before dissolution or after will be that of the party whose Income it is and such party shall indemnify and keep indemnified the other parties against such liability and costs. IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written. THE FIRST SCHEDULE ABOVE REFERRED TO THE SECOND SCHEDULE ABOVE REFERRED TO THE THIRD SCHEDULE ABOVE REFERRED TO Signed and delivered by the withinnamed Party of the First Part Mr. A in the presence of Signed and delivered by the withinnamed Party of the Second Part Mr. B in the presence of Signed and delivered by the withinnamed Party of the Third Part Mr. C in the presence of Deed of Dissolution Where the Business is Continued by Some Partners This Deed of Dissolution made at ..... this ..... day of ..... 19..... between a, son of ..... resident of ..... and B, son of ..... resident of ..... (hereinafter collectively called as "Continuing Partners") of the ONE PART and C, son of ..... resident of ..... (hereinafter called as "Retiring Partner") of the OTHER PART Whereas The parties hereto were carrying on the business of carrying on ..... under

the name and style of M/s. .... at ..... under the terms of a Deed of Partnership dated ..... made between them. And Whereas the retiring partner has indicated his desire to retire from the partnership. And Where as the partners have agreed to dissolve the said partnership in the manner hereinafter appearing. That the retiring partner shall retire from the partnership from the date of these presents, but the partnership between the continuing partners will continue on the terms of the said Deed of Partnership as modified by this deed. That the accounts of the assets and liabilities of the said partnership have been taken and a Balance Sheet of the same has been prepared and signed by the partners showing the net value of assets of the firm at Rs. .... after deducting the debts and liabilities thereof and the value of the share of retiring partner has been computed at Rs. .... and the continuing partners have paid the said sum of Rs. .... to the retiring partner vide D.D. Branch, ..... (the receipt whereof the retiring partner hereby acknowledges). That in consideration of the said Rs. .... paid by the continuing partners to the retiring partner, the retiring partner hereby assigns to the continuing partners all the share and interest of the retiring partner and in the goodwill, book debts, credits and all property, cash in hand and at the bank and chattels of or belonging to the partners hereto in connection with the partnership TO HOLD unto the continuing partners in equal shares absolutely. The continuing partners hereby jointly and severally covenant, with the retiring partner to pay, discharge and fulfil all debts, liabilities and obligations of the partnership and at all times to indemnify and keep indemnified the retiring partner and his legal representatives, estate and effects and from all proceedings, costs, claims and expenses in respect thereof. The retiring partner hereby covenant to execute such deeds or other documents as may be required for releasing his share and interest in the partnership and leasehold premises to the continuing partners. The retiring partner hereby irrevocably appoints the continuing partners his attornies, in his name, solely or jointly with the continuing partners to collect all assets, and property of the partnership and to demand, sue, recover and receive and to sign and give full and effectual receipts and discharges for all the debts, estate and effects of or due or owing or in anywise belonging to the partnership and to settle all accounts and matters relating thereto and to compound, compromise or release all or any of the debts or claims belonging to the partnership and to institute suits, actions or other proceedings for compelling payments, discharge or delivery thereof and to appoint a substitute or substitutes for any of the purposes aforesaid from time to time and at any time to remove any substitute and generally to do all such acts or things as may be necessary or expedient for the vesting of rights and assets in the continuing partners hereby assigned. The retiring partner shall not carry on or be concerned or interested in the business of ..... within the city of ..... either, directly or indirectly, alone or jointly with or as director, manager, agent or employee of any other company, firm corporation or person. The capital of the partnership shall belong to the continuing partners in equal shares and the profits and losses of the partnership (including profits and losses of capital nature) shall belong to and shall be borne by the continuing partners in equal proportion. The continuing partners will give due notice of retirement of retiring partner through the gazette, newspapers and by circulars to all persons, firms and bodies with whom the partnership has had dealings. The continuing partners shall also file necessary forms with the Registrar of Firms ..... and Assessing Officer ..... regarding the retirement of retiring partner and change in the constitution of the said firm. The said Deed of Partnership as modified by this deed shall

remain in full force and effect as between the continuing partners. IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written. Deed of Dissolution, Where One Partner Takes Over Assets and Liabilities of the Business This Deed made at ..... this ..... day of ....., 2000, between A, son of ..... resident of ..... hereinafter referred to as retiring partner, of the ONE PART and B, son of ..... resident of ..... hereinafter referred to as continuing partner of the OTHER PART.

Whereas the parties hereto were doing the business of ..... at ..... under the name and style of M/s. .... in terms of Deed of Partnership dated ..... And Whereas on account of disputes and differences arising between them, the parties have decided to dissolve the partnership on the terms and conditions hereinafter appearing. The parties hereto hereby dissolve the partnership subsisting between them under the Deed of Partnership dated ..... with effect from ..... 2. The assets and liabilities of the partnership have been assessed and the final balance sheet and profit and loss account have been taken and both the parties have seen the said accounts and are satisfied about its correctness. The continuing partner has paid to the retiring partner a sum of Rs. .... (the receipt whereof the retiring partner hereby acknowledges) as consideration of the share and interest of the retiring partner in the assets, stock-in-trade, goodwill and tenancy rights of the firm. The retiring partner as beneficial owner hereby assigns and releases unto the continuing partner ALL THAT the one-half share and interest of and in the business and stock-in-trade, assets and other personal chattels including the goodwill thereof TO HOLD the same unto the continuing partner absolutely for ever. The continuing partner hereby covenants with the retiring partner that he shall discharge all the debts, liabilities and obligations of the partnership and will at all times hereafter keep the retiring partner indemnified against the said debts, liabilities and obligations and from all actions, proceedings, costs, claims and demands in respect thereof. The retiring partner hereby covenants with the continuing partner that he shall not engage himself directly or indirectly in the business of ..... for a period of ..... years from the date of dissolution of the partnership. The retiring partner hereby releases the continuing partner and the continuing partner hereby releases the retiring partner from all actions, accounts, claims and demands in relation to the said partnership and from all the covenants and agreements contained in the said Deed of Partnership. The continuing partner hereby agrees and undertakes that he shall notify the dissolution of the partnership to the Registrar of Firms ..... and also in the ..... Government Gazette and in two newspapers within ..... days from the date of execution hereof. IN WITNESS WHEREOF the parties have hereunto set their hands, the day and year first hereinabove written. Signed and delivered by the within named A Signed and delivered by the within named B WITNESSES; 1. DEED OF PARTIAL PARTITION OF THE PROPERTY OF A HINDU UNDIVIDED FAMILY THIS DEED OF PARTIAL PARTITION is made on the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN  
Mr....., of the first part;  
AND Mr....., of the second part; AND  
Mr.....,  
S/o.....

Resi..... of the third  
part; AND Mr.....  
S/o.....  
Resi..... of the  
fourth part; all four hereinafter collectively referred to as parties and individually as the first  
party, second party, third party and fourth party respectively, which expression shall include  
their related successors, heirs, representatives and assigns. The parties form a Hindu  
undivided family owning assets of considerable value given in the Schedule A to this deed.  
The parties hereto have by mutual consent adjudged to partition by metes and bounds the  
assets of the Hindu undivided family as given in Schedule B to this deed, out of the total  
assets of the family as already given in Schedule A hereto. That the parties hereto have  
divided among themselves the assets given in Schedule B into four parts, which asset to this  
day formed part of the assets of the Hindu undivided family, in the following way: Party of the  
first part..... All the property given in Schedule I Party of the second part..... All the  
property given in Schedule II Party of the third part..... All the property given in  
Schedule III Party of the fourth part..... All the property given in Schedule IV 2. That each  
of the above state parties shall be the complete owner of the property assigned as given  
above, and none of other parties or the Hindu undivided family hence shall bear any rights,  
title or interest in these assets after it. That this partial partition has been affected by mutual  
agreement, having no power to any party to assail it on any reason whatsoever. That the first  
party shall keep the original deed of partial partition. The other parties shall keep a true copy  
signed by all the parties and which true copy will be considered as effective as the original  
deed for all intents /purposes. IN WITNESS WHEREOF, the parties to this deed have set their  
hands in the presence of \_\_\_\_\_ FIRST PART PARTY

\_\_\_\_\_ SECOND PART PARTY \_\_\_\_\_  
THIRD PART PARTY Witnesses: 1. DEED OF PARTITION IN JOINT HINDU FAMILY (WITH  
CASH) THIS PARTITION is made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ BETWEEN  
AA. etc \_\_\_\_\_ of the First Part AND CC.  
etc \_\_\_\_\_ of the Second Part AND BB.  
etc \_\_\_\_\_ of the Third Part. WHEREAS the  
parties hereto being in possession as absolute joint owners in equal shares free from all  
encumbrances whatsoever the houses, gardens, lands and premises more specifically  
described in the Schedules marked ■A■, ■B■, ■C■, made part of this deed have agreed  
with each other to put an end to their community of ownership and to divide the properties  
contained in the said schedules for the purposes of the same being separately and  
individually owned, possessed and enjoyed; AND WHEREAS the said AA., who assumed  
Kart ship of the family now comprising the parties hereto on the  
\_\_\_\_\_, that is, on the death of DD., father of the parties  
hereto, has rendered full account for the period beginning with the said date, to the date  
hereof and no moneys, claim or charges are due and owing by any of the parties hereto  
against him or any other co-sharer; AND WHEREAS AA. 500 to each of the remaining parties  
for the purposes of equalizing the shares. That in pursuance of the said agreement and in  
consideration of the premises, the said AA. and the said CC. as absolute owners hereby  
transfer free of all encumbrances and convey absolutely unto and to the use of the said BB.  
their two-thirds shares in the houses, gardens, lands and premises AND the said BB. shall

hereafter hold the properties described in Schedule ■A■, absolutely and forever. That in pursuance of the said agreement and in consideration of the premises and the payment of the sum of Rs. and BB., which sums the said CC and BB. hereby individually acknowledge as having received, the said CC. as absolute owners hereby transfer free of all encumbrances and convey absolutely unto and to the use of the said AA. their two-thirds share in the houses, gardens, lands and premises AND the said AA. shall hereafter hold the properties described in Schedule ■B■ absolutely and forever. That in pursuance of the said agreement and in consideration of the premises, the said BB. and the said AA. as absolute owners hereby transfer, free of all encumbrances, and convey absolutely unto and to the use of the said CC. their two-thirds share in the houses, gardens, lands and premises AND the said CC. shall hereafter hold the properties described in Schedule ■C■ absolutely and forever. That as the documents of titles mentioned in List ■D■ pertain to the properties subject of this partition and are common, it is hereby mutually agreed that the said AA. shall as custodian for and on behalf of all the parties keep the same upon the express condition that whenever needed by the parties, the said AA. shall produce the same for inspection of, and allow copies to be made, if so desired. That the value of each share shown in detail in the Schedules hereto is Rs \_\_\_\_\_. That this deed is being executed in triplicate, the original stamped copy shall be kept with the said AA. and the duplicates bearing the registry endorsements by the remaining parties. IN WITNESS whereof the said AA., CC. this the first day of \_\_\_\_\_. DEED OF PARTITION OF A HINDU UNDIVIDED FAMILY THIS DEED OF PARTITION is made...../..... BETWEEN

Mr.....

S/o.....

Resi..... of the first part; AND

Mr.....

S/o.....

Resi..... of the second part; AND

Mr.....

S/o.....

Resi..... of the third part; All three

hereinafter collectively referred to as parties and individually as the first party, second party and third party respectively, which expression shall include their related legal successors, heirs, representatives and assigns. The parties form a Hindu undivided family and it is intended, for averting all possible controversies between members, for effecting partition of all the assets of the family as made in the Schedule A to this deed. The parties have divided the assets into three parts, the following division between the parties has been adjudged upon; Party of the first part..... All the property given in Schedule I Party of the second part..... All the property given in Schedule II Party of the third part..... Each of the aforesaid parties shall be complete owner of property assigned to him per clause 2 above; no other party shall have any rights, title or interest in those assets hereafter. This partition has been affected by mutual agreement, having no power to any party to assail it on any reason whatsoever. The first party shall keep the original deed of partition. IN WITNESS WHEREOF, the parties to this deed have set their hands in the presence of Date: PARTY OF THE FIRST PART PARTY OF THE SECOND PART PARTY OF THE THIRD PART Witnesses: Deed of Partnership This Deed of Partnership is made at..... on this ..... day of



..... by and between: Shri ..... aged about ..... years, son of Shri ..... resident of ..... (Hereinafter to be called the First Party); Shri ..... aged about ..... years, son of Shri ..... resident of ..... (Hereinafter to be called the Second Party); Shri ..... aged about ..... years, son of Shri ..... resident of ..... (Hereinafter to be called the Third Party); Shri ..... aged about ..... years, son of Shri ..... resident of ..... (Hereinafter to be called the Fourth Party); Whereas the parties to this deed have been carrying on the business of ..... under the name and style of M/s. .... with its principal place of business at ..... on the terms and conditions incorporated in the Partnership Deed executed on ..... And Whereas vital amendments have been made by the Finance Act, 1992 in the procedure for assessment of firm. Consequent to the said amendment, the parties to this deed had a meeting and have orally and mutually agreed to amend and alter some of the terms and conditions contained in the aforesaid partnership deed with effect from 1-4-1992. AND FURTHER WHEREAS the parties to this deed have been carrying on the above said business in partnership on the terms and conditions orally and mutually agreed amongst themselves as aforesaid; And Now Whereas the parties to this deed desire that the terms and conditions on which they have been carrying on the above said business in partnership since ..... and propose to continue in future be reduced to writing to avoid future difficulties or misunderstanding. NOW, THEREFORE THIS DEED WITNESSETH as under, incorporating the aforesaid amendment/ alteration in the terms and conditions of the partnership: 1. That the partnership business has been and shall continue to be carried on under the name and style of M/s. That the partnership business has been and shall continue to be that of ..... with its principal place of business at ..... The parties by mutual consent may carry on business at such other place or places, in such other name or names and of such other nature or natures, as they may deem fit and proper from time to time. That the amount lying to the credit of the partners as on 1-4-1992 shall be deemed as their capital investment. Further capital, loans or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners. That interest at the rate of 18% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961 or any other applicable provisions as may be in force in the income-tax assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners. Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time. That Shri ..... Shri ..... and Shri ..... the parties of the ..... parts have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration. The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under

section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year. Such amount of remuneration shall be distributed between the said working partners in the following proportion: A. Shri ..... per cent of such amount B. Shri ..... per cent of such amount C. Shri ..... per cent of such amount The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time. That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same. That the partnership has been and shall be a partnership at will. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners in the following proportion: Sr. No. Name of Party Share in profits 1. The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion. That the bank account or accounts have been and shall be maintained in the name of the firm and shall be operated singly or jointly by the partners. That the books of account shall be closed on 31st day of March each year. The net profit or loss after deducting all expenses, interest, remuneration, outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove. That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession. That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefor and may set in such manner with regard thereto as may be agreed upon by and between themselves. That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves. That the partners to this deed are partners in their individual capacity/representing HUF styled as M/s. The parties do not represent any other person. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against

all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof. That the parties of ..... part are not working partners but are only financing, dormant and sleeping partners. The parties of ..... part need not be in charge of, responsible to the firm for the conduct of the business of the firm and need not take interest in day-to-day working and business of the partnership firm. That the parties of the ..... part shall not be liable to any criminal action for the business or working of the partnership firm or for the acts of the other partners or its employees or its representatives for and on behalf of or on account of the partnership firm or for the purposes of the partnership firm. The said partners shall not be liable for any liability, civil or criminal, against the partnership firm or other partners. That the said partners shall not become and shall not be liable for any criminal action for any default or offence committed by other partners or employees or authorised representatives of the firm under the Income-tax Act, Customs Act, Foreign Exchange Regulation Act, Sales tax Laws or other Central or State Acts, laws, Rules or Regulations. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership. That all disputes and questions in ..... connection with the partnership or this deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force. IN WITNESS WHEREOF the parties to this deed have set their hands on the day and year first above written and in the presence of: First Party Second Party Third Party Fourth Party WITNESSES; 1. Deed of Retirement This Deed/Agreement is made at... this ... day of ... between Mr. A residing at ... hereinafter referred to as 'the Retiring Partner' of the One Part and Mr. 'B' residing at ... and Mr. 'C' residing at ... both collectively hereinafter referred to as the 'Continuing Partners' of the Other Part. Whereas the parties hereto have been carrying on business -in partnership under the Deed of Partnership dated - entered into by the Parties hereto in the name of M/s. ... And Whereas the Retiring Partner has given notice to the Continuing Partners of his desire to retire from the said partnership as from the.... day of ... And Whereas accordingly, accounts have been made up of the assets subject to the debts and liabilities and of the profits earned till the said date and a sum of Rs. ... is found to be due and payable to the Retiring Partner In lieu of his share. And Whereas it is now proposed to execute this Deed of Retirement recording the terms and conditions of such retirement. Now therefore it is agreed between the parties hereto as follows- 1. The Retiring Partner doth hereby retire and shall be deemed to have retired from the said Partnership between the parties hereto and carried on as the name of M/s ... as from the ... day of ....., 2000. As from the said date the Continuing Partners have been and will be entitled to continue to carry on the said business In partnership on such terms as may be agreed upon between them. It is declared that except as hereinafter provided the Retiring Partner shall not have and he hereby releases all his share, right. title and Interest in the business, of the said partnership, Its assets Including goodwill, all licenses and permits held by the said Firm, Its outstandings dues and receivables and outstanding contracts, that the same shall belong to the Continuing Partners alone. The Continuing Partners agree to pay all the debts and liabilities of the said Firm and to Indemnify and keep Indemnified the Retiring Partner against all such debts and

liabilities and all loss, costs, charges and expenses that the Retiring Partner may Incur or suffer on account thereof. The Retiring Partner confirms that as a result of accounts being taken a sum of Rs. ... Is due and payable to him in lieu of his share. right, title and Interest In the said partnership business including its assets and good will and he has no other claim against the Continuing Partners In respect of the said Firm. The Continuing Partners covenant to pay the said sum of Rs... to the Retiring Partner by monthly instalment of Rs... the first of such instalment to be paid on the ... day of... and each subsequent Instalment on the ... day of each succeeding month until the whole amount is paid in full. if there Is any default In payment of any two instalments then the whole of the said amount or any part thereof then remaining due shall become payable forthwith and the Retiring Partner will also be entitled to charge Interest at ... percent per annum on delayed instalments and until payment of the said amount in full, it will remain a charge on the assets of the said partnership. The Retiring Partner agrees and undertakes that he will not use the name of the Firm and will not carry on the same or similar business as at present carried on by the Firm for a period of two years from now and within a radius of four kilometres from the place where the business of the Firm Is carried on. the Retiring Partner appoints the Continuing Partners jointly and severally as his attorneys with authority or power to take legal action and to do all other acts and things necessary to recover the debts and liabilities due to the Firm In respect of the transactions or business done upto now. The Retiring Partner agrees and undertakes to execute any document or papers as may be required to give complete effect to his retirement from the said partnership. The retirement of the Retiring Partner shall he advertised in the Official Gazette and in the local newspapers as required by law and the registration entry of the Firm In the records of the Registrar of Firms will be got amended accordingly. The Retiring Partner agrees to sign application or papers required for the purpose. The income tax payable by the Firm will be paid by the Continuing Partners and the Retiring Partner will pay the income tax on his income and other moneys received from the Firm. IN WITNESS WHEREOF the Partners have put their respective hands the day and year first hereinabove written. Signed and delivered by the withinnamed Retiring Partner Mr. A. in the presence of ..... Signed and delivered by the withinnamed Continuing Partners B & C, in the presence of ..... FAMILY ARRANGEMENT THIS FAMILY ARRANGEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_, BETWEEN

AA.....,

Aged.....,

s/o.....

resi..... (2)

BB....., age.....,

daughter of the said AA....., and (3)

CC....., aged.

.....

s/o..... and husband of the said BB. WHEREAS AA..... is leading a retired life with his wife DE., stepmother of the said BB. and a city house in .....; AND WHEREAS the said AA..... with his wife is always residing in the said country-house while the city house at \_\_\_\_\_, is occupied by a tenant paying a monthly rent of Rs \_\_\_\_\_ to the said AA. \_\_\_\_\_, whereby the said

city house shall vest absolutely in BB. ; AND WHEREAS

BB..... owing to her husband's various businesses has to reside in \_\_\_\_\_ in hired and inadequate premises. NOW, THEREFORE, THIS ARRANGEMENT is made and binds the parties and the heirs, representatives and administrators of BB. That the said city house at \_\_\_\_\_.belonging to AA numbered \_\_\_\_\_ on \_\_\_\_\_ Street shall from the date hereof, or as soon as may be, be occupied free of rent but subject to the payment from the date of occupation of all taxes, cesses and rates together with costs of maintenance, by the said BB. That the said BB. jointly and severally are hereby authorized and empowered to take in their own behalf or on behalf of the said AA. all and such legal or other proceedings as may be necessary for the adjustment of the present tenant at their cost and thereafter to have and to hold the said city house at \_\_\_\_\_ for their residential or office or both purposes. That in consideration of the said arrangement, provided it comes into force, the said BB. and her husband, the said CC. shall pay a life annuity to DE. pre-deceasing his wife, the said DE. IN WITNESS whereof the said AA., the said BB. have hereunto signed at \_\_\_\_\_ the day and the year first above-written. FAMILY SETTLEMENT (BETWEEN THE HEIRS OF DECEASED) THIS FAMILY SETTLEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_, BETWEEN AA.,..... age \_\_\_\_\_ year alleged adopted son of E.F \_\_\_\_\_ (hereinafter called the First Party) of the one part CC..... age..... alleged daughter of FF. (hereinafter called the Second Party) of the second part; And BB....., Age..... alleged widow of E.F. (hereinafter called the Third Party) of the third part, all residents of \_\_\_\_\_ in the city of \_\_\_\_\_ WHEREAS the said FF. (hereinafter called the Deceased) died on the \_\_\_\_\_, at his residential house in \_\_\_\_\_, leaving considerable property all detailed and described in Schedules A and B attached hereto; AND WHEREAS the said AA., CC. claim and allege heir ship to the Deceased in their respective rights as described below and the said Second Party has served the other parties with a notice dated \_\_\_\_\_, and the Third Party has also served a notice dated \_\_\_\_\_, to the other parties claiming ownership and possession of the properties left by the Deceased; AND WHEREAS it is alleged by AA. that he was duly adopted by the Deceased on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before the Deceased with his wife GG. having died soon after delivery in hospital in \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ when the said CC. that she was duly married in Burma on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ and is the lawful widow of the Deceased; AND WHEREAS each party vehemently denies the claim of the others and it is evident that the family properties will be lost in the litigation which is imminent; AND WHEREAS on the intervention of friends and well-wishers of the family; THIS SETTLEMENT is made for the benefit of the family generally and for the purpose of avoiding family disputes and litigation whereby the parties are irrevocably bound as below: 1. That the First Party, the alleged adopted son, is in sole possession and occupation of the properties detailed and described at items 1 and 2 of Schedule A (List of Immovable Properties), which said properties the Deceased had acquired prior to his departure to and settlement in Burma and which said properties have ever since remained in the exclusive use of the said AA. shall continue to be held by the First Party, but

now as heir of the Deceased in ownership and possession of the same. That the Second Party, the alleged natural-born daughter of the Deceased by his Indian wife GG. is in sole possession and occupation of the properties detailed and described at items 3 and 4 of Schedule A and items 1 and 2 of Schedule B (List of Movable Properties) being fixed deposits standing in the joint names of the Deceased and CC. payable to either or survivor shall be retained by CC. That the Third Party, the alleged wife, now widow of the Deceased residing with the Deceased in the residential house described as item 5 of Schedule A, together with items 3 and 4 of Schedule B shall retain, own and possess the said properties as widow and heir of the Deceased. That it is further hereby declared and agreed between the parties that this FAMILY SETTLEMENT ends all disputes between the parties relating to the respective rights and claims of the parties to the property of the Deceased and that each party for the purposes of this settlement admits the claim of the other. IN WITNESS whereof the said AA. (the First Party), CC. (the Second Party) and BB. (the Third Party) have hereunto at

\_\_\_\_\_ signed this deed the day and the year first above written. \_\_\_\_\_ First Party.

\_\_\_\_\_ Second Party. Sd \_\_\_\_\_ Third Party

Form for Furnishing Statement Specifying Alteration in the Firm Name or in the Location of the Principal place of Business of the Firm We, the undersigned, being the partners of the firm of ..... whose registered address is at ..... hereby notify pursuant to section 60(1) of the Indian Partnership Act, 1932, that the changes specified below have occurred in this firm:

a. Change in the firm name: New Name b. Change in the location of the principal place of business of the firm: New place of business We declare that all the above particulars are true to the best of our knowledge and belief as on this date. I/We also declare that up to the date of submission of this application there has not been any change in any of the particulars previously intimated save and except the change notified above. .... Signatures

Certified that the persons who have signed the statement have signed it in my Presence and they have affirmed that the Particulars affirmed therein are true. This statement must be signed by all the partners or their agents specially authorised in this behalf in the presence of witness who must be a Gazetted Officer, a Justice of the Peace, a Magistrate, an Attorney of the High Court, an Advocate, a Pleader or a Chartered Accountant. Form for Notice of Change of Address of the Firm Firm Name Registered Address I, shri .....

hereby give notice pursuant to section 61 of the Indian Partnership Act, 1932, that the changes specified below have occurred in the firm: a. The firm has discontinued business at b. The firm has begun to carry on business at I declare that all the above particulars are true to the best of my knowledge and belief as on this date. .... Signature

Certified that the person who has signed this notice has signed it in my presence and he has affirmed that particulars furnished therein are true. This notice must be signed by a partner or his agent specially authorised in this behalf in the presence of witness who must be a Gazetted Officer, a Justice of Peace, a Magistrate, an Attorney of the High Court, an Advocate, a Pleader or a Chartered Accountant. FORM OF GIVING NOTICE OF CHANGE IN THE NAME OF THE PARTNER AND HIS PERMANENT ADDRESS First Name Registered Address Notice is hereby given pursuant to section 62 of the Indian Partnership Act, 1932, that the changes specified below have occurred in this firm: a. Change in the name of any partner in a registered firm: Former name of partner Name as now altered by the partner Date on which he changed his name b. Change in the permanent address of any partner in a registered firm: Previous Address Present Address I declare that all the above particulars are true to the best

of my knowledge and belief as on this date. .... Signature

Certified that the person who has signed this notice has signed it in my presence and he has affirmed that particulars furnished therein are true. This notice must be signed by a partner or his agent specially authorised in this behalf in the presence of witness who must be a Gazetted Officer, a Justice of Peace, a Magistrate, an Attorney of the High Court, an Advocate, a Pleader or a Chartered Accountant. FORM OF GIVING NOTICE OF CHANGE IN THE NAME OF THE PARTNER AND HIS PERMANENT ADDRESS First Name Registered Address Notice is hereby given pursuant to section 62 of the Indian Partnership Act, 1932, that the changes specified below have occurred in this firm: a. Change in the name of any partner in a registered firm: Former name of partner Name as now altered by the partner Date on which he changed his name b. Change in the permanent address of any partner in a registered firm: Previous Address Present Address I declare that all the above particulars are true to the best

of my knowledge and belief as on this date. We/I also declare that up to the date of submission of this application there has not been any change in any of the particulars previously intimated save and except the change notified above. Dated this ..... day of .....year ..... Signatures Certified that the person who has signed this notice has signed it in my presence and has affirmed that the particulars furnished therein are true. This notice must be signed by partner or his agent specially authorised in this behalf in the presence of witness who must be a Gazetted Officer, a Justice of the Peace, a Magistrate, an Attorney of the High Court, an Advocate, a Pleader or a Chartered Accountant. Form of giving Notice of Change of Constitution of the Firm Firm Name Registered Address 1. I being a partner in the above mentioned firm ..... an agent of a partner in the above mentioned firm ..... a person specially authorised by a partner in the above mentioned firm to give notice in this behalf hereby give notice that- a. the constitution of the firm has changed as follows: 1. .... of has/have joined the firm as new partner/partners on 2. .... of has/have retired as partner/partners of the firm with effect from b. the said firm has been dissolved on ..... Signature Certified that the person who has signed this notice has signed it in my presence and he has affirmed that the particulars furnished therein are true. In case there is only one person left the firm should be considered as dissolved and the form should be filled in accordingly. This notice must be signed by a partner or his agent specially authorised in this behalf in the presence of witness who must be a Gazetted Officer, a Justice of the Peace, a Magistrate, an Attorney of the High Court, an Advocate, a Pleader or a Chartered Accountant. Notice of Retirement by One Partner to Other Partners Registered A.D. .... Dear Sir, I hereby give you notice under clause ..... of the Deed of Partnership dated ..... executed between me of the One Part and you both of the Second and Third Parts that I intend to retire from the partnership between us with effect from ..... Yours faithfully, ..... A Date: ..... PARTITION BETWEEN THREE HINDU COPARCENERS (ONE BEING MINOR), AND MOTHER THIS DEED OF PARTITION is made on the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN

Mr.....

S/o.....

Resi..... of the first part (hereinafter referred to as "the father" which expression shall be including his related successors, heirs, representatives and assigns; AND Mr.....

S/o.....

Resi..... of the second part (hereinafter referred to as the "major son" which expression shall be including his successors, heirs, representatives and assigns); AND Mr.....

S/o.....

Resi..... of the third part (hereinafter referred to as the "minor son" which expression shall be including his successors, heirs, representatives and assigns) acting through the father; AND Mrs.

.....

W/o.....

Rei..... (hereinafter referred to as "the

mother" which expression shall be including her successors, heirs, representatives and assigns); all four hereinafter collectively referred to as parties and individually as the first party, second party and third party respectively. The parties constitute a Hindu undivided family ruled by the Mitakshara School of Hindu law. The movable/immovable properties stated in the first, second, third and fourth schedules, being the joint property of the family. Portion of this property being ancestral property and portion having been acquired by the family with joint funds or earnings of individual members mixed in the common stock. The family too owning a factory, which stands closed for time being but there are remaining debts the factory, as entered in the books of the factory; 4. Due to controversies between father and major son and disagreement between mother and the wife major son, for the time being living separately from the family. It is intended all averting controversies between parties, partitioning all the assets of the family as laid in the first, second, third and fourth schedules hereto. The said partition being beneficial and advantageous to the interest of the minor son; 6. Per law the mother can get a share in the said property on partition and each parties so hence, entitled to a one-fourth share; 7. For partitioning four equal lots of the said joint property has been made and it has been consented that those should be allotted to parties by drawing of lots and hence lots were drawn. The lots stated in the first, second, third and fourth schedules were drawn by the father, major son, minor son and mother respectively. NOW THEREFORE THIS DEED WITNESSES as follows: 1. Per above stated covenant the parties hereto so consent and declare that the father, major son, minor son and mother shall hence be separate owners of the properties stated in the first, second, third and fourth schedules hereto respectively. Each one of them shall enjoy and hold the property as allotted to them in separation and free and without all claims and demands of others thereto or concerning relating therewith. Each of the said parties hereby surrenders/conveys to the other of them with mother its undivided share/interest in property so allotted to such other and to mother respectively. The property so allotted to each party is been allotted to it subject to any encumbrance/charge attaching thereto. Other party shall not be responsible for any portion thereof. The property so allotted to each party shall be entered and after it held in seperation by such party without any disturbance/interruption by other party or any one claiming through or under him. Each party shall at the cost of person needing the same will be doing any act or thing which may reasonably be needed for further or more completely assuring the property so transferred by it to the other. The title deeds of property partitioned shall be kept by father, undertaking, per asking by any other party, to presents same for inspecting by such other party and granting the latter to taking copies thereto. It is as declared that the valuation of properties entered in first, second, third and fourth schedules is Rs. Each of above stated parties is and will be complete owner of property so allotted to him as per clause 1, and other parties shall bear no rights, title or interest in those assets after it. This partition has been done by mutual agreement, leaving no power to any party to assail it on any reason whatsoever. The other parties shall keep a true copy signed by all the parties and which true copy will be deemed as effective as the original deed for all intents and purposes. IN WITNESS WHERE OF, the parties to this deed have set their hands in the presence of \_\_\_\_\_ FATHER \_\_\_\_\_ MAJOR SON \_\_\_\_\_ MINOR SON \_\_\_\_\_ MOTHER Witnesses: 1. PARTITION BETWEEN THREE HINDU COPARCENERS (ONE BEING MINOR), AND MOTHER THIS DEED OF PARTITION is made on the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN



Mr.....

S/o.....,

Resi..... of the first part (hereinafter referred to as "the father" which expression shall be including his related successors, heirs, representatives and assigns; AND Mr.

..... of the second part (hereinafter referred to as the "major son" which expression shall be including his successors, heirs, representatives and assigns); AND Mr.

.....,

S/O.....

Resi.....of the third part (hereinafter referred to as the "minor son" which expression shall be including his successors, heirs, representatives and assigns) acting through the father; AND Mrs.

.....

W/o.....

Resi..... (hereinafter referred to as "the mother" which expression shall be including her successors, heirs, representatives and assigns); all four hereinafter collectively referred to as parties and individually as the first party, second party and third party respectively. PARTITION IN JOINT HINDU FAMILY (MITAKSHRA) NOTE: In view of the decision of the Supreme Court in V. Tulasamma v. Keshava Murthy, (1977) 3 SCC 99: AIR 1977 SC 1944, a share received by a female Hindu at a partition of joint Hindu Family property will be her absolute property even if it is described as a life estate or a widow estate in the deed of partition. THIS PARTITION is made the \_\_\_\_\_, BETWEEN AA., aged about \_\_\_\_\_ years hereinafter called the First Party AND BB aged about \_\_\_\_\_ years, hereinafter called the Second Party, sons of the late CC. aged about \_\_\_\_\_ years, widow of the said CC. and mother of the First and Second Party, hereinafter called the Third Party, all residents of \_\_\_\_\_ in the city of \_\_\_\_\_. WHEREAS the said CC. was the Member of a Joint Hindu Family governed by the Mitakshara School of Hindu Law comprising the following: AA., First party son of CC. the deceased, BB., Second Party son of CC. mother of the First and Second party. AND WHEREAS the said CC. died leaving considerable property some of which was ancestral, whilst most of which was his self-acquired property and after his demise in \_\_\_\_\_ AA. being the eldest son acquired membership of the family but as differences and disputes have arisen and the parties to this deed have mutually settled the said differences and disputes and are agreed that the properties, movable and immovable, given in Lists AA and C, made part of this deed be divided and given to the respective parties on the conditions and terms hereinafter appearing. That it is mutually agreed that the properties, movable and immovable, subject of this partition are of the value of Rs. 9,00,000 and the value of the separated share shall be Rs. 3,00,000 each which shall be the value for purposes of stamp duty. That the properties given in List A shall heretofore belong absolutely to the First Party and the properties given in List B shall heretofore belong absolutely to the Second Party and the properties given in list C shall heretofore belong absolutely to DD. That this deed has been drawn up in triplicate and the stamped original shall remain with AA while the remaining two, bearing the registration endorsements remain with BB and DD. IN WITNESS whereof the parties have hereto affixed their hands the day and the year first abovementioned. Partnership

Agreement between a Partnership firm and a Hindu Joint Family This Deed of Partnership made at ... on this ... day of... between M/s A B & Co. a partnership firm, consisting of and represented by its partners (1)... (2)... (3) hereinafter referred to as the 'Party of the First Part. and Mr. B residing at ... and in his capacity as the Karta or Manager of his joint and undivided Hindu family hereinafter referred to as the Party of the Second Part'. Whereas the Party of the First Part is carrying on business of..... in partnership. And Whereas the Party of the Second Part is carrying on similar business of ... and which is his ancestral business. And Whereas the adult male members of the said Joint Hindu Family are in ... number and have consented to the said Karta of their family to enter into a partnership agreement with the Party of the First Part with a view to expand the said business and to carry it on a large scale as to avoid competition between them. And Whereas the parties of the First and Second Part have. therefore, proposed to combine their respective businesses and to carry on the same in partnership on the terms and conditions hereinafter mentioned. Now it is hereby agreed by and between the parties hereto as follows: 1. The Parties shall as from the ... day of ... combine their respective businesses together with all the assets and agree to carry on the said business In partnership between the Party of the First Part on the one hand and the Party o f the Second Part on the other hand. The Partnership shall be deemed to have commenced from the said date and will continue at the will of the parties hereto. The assets Including goodwill of the business of the Party of the First Part are valued at Rs... and the assets including the goodwill of the business of the Party of the Second Part are valued at Rs... The respective assets of the Party of the First Part and Second Part will be deemed to be their respective contributions to the capital of the said firm. If any capital gains tax Is required to be paid by any party hereto on the valuation of his capital contribution as aforesaid, the same will be paid by that Party separately and such Party will indemnify and keep indemnified the other Party against such liability. If any further capital or finance is required, the same will be contributed by the Party of the First & Party of the Second Part In the same proportion and will carry interest at the rate of 18% per annum or at such other rate as may be allowed by the Income Tax Act. The Party of the First Part will be represented by one of the partners of that Party and he will be authorised by the other partners of the Party of the First Part to represent that Party. Such authorised partner may be changed from time to time. The other partners may help in carrying on the business of the firm. Similarly the Party of the Second Part will be represented by the Karta of the Joint Hindu Family for the time being. The other members of the said family will not be considered as separate partners so far as the Firm is considered and though they may render help in carrying on the business of the firm. The business of the partnership shall be carried on In the name of M/s... (hereinafter referred to as the 'Firm') and the business shall consist of ... and of such other incidental business as the partner may from time to time decide. The office of the partnership shall be at ... The parties may open branches at such other places as they may be agree upon. If any Party shall contribute more amount than his share in the capital. It will be treated as a loan by him to the Firm carrying Interest at the rate of 18% per cent per annum. The net profits and losses of the Firm will be shared by the parties hereto In proportion to their shares in the capital of the Firm that is to say the Party of the First Part will be entitled to ... share and Party of the Second Part will be entitled to ... share. The partners of the Party of the First Part between themselves will be entitled to their said share in the proportion In terms of their partnership agreement. The share of the Party of the Second Part will be the property of his family. Net profit will mean gross profit earned in

such year less the expenses of the management of the business including the rent of the premises of the Firm including outgoings In respect of the salaries and wages of the staff. and all other expenses Incurred In connection with the business of the firm. The accounting year of the Firm will be from 1st April to 31st March of each Christian calendar year. At the end of each accounting year an account of the business carried on in that year "I be made and a statement of accounts namely a Balance Sheet and Profit and loss Account will be prepared and signed by the partners. If necessary or required by law the accounts will be got audited by a Chartered Accountant. The books of account and all other record of the Firm will be always kept at the office of the Firm and will be open for inspection by any of the partners hereto at any time. accountants, cashier, -salesmen and others will be approved by the joint consent of the authorised partner of the Party of the First Part and the Karta representing the Party of the Second Part and their wages and salaries and other emoluments will be fixed by mutual consent of the said persons. Each of the party hereto shall - a. participate and attend to the business of the Firm through their aforesaid representatives to the greatest common advantage of the Firm. c. render true accounts and full Information of all moneys affecting the Firm to the other. d. Indemnify the Firm for any loss caused to it by wilful negligence or fraud in the conduct of the business. e. not carry on any business similar to the business of the Firm or any other business anywhere without the consent of the other party. f. attend to the business of she Firm diligently and actively. g. Not withdraw any amount for its own profit benefit or use as remuneration or otherwise without the consent of the other. h. be entitled to be indemnified by the Firm In respect of payment made and liabilities Incurred by him i. in the order and proper course of business of the Firm, and ii. in doing any act for protecting the Firm from loss in emergency. All the tangible and intangible assets of the Firm including the goodwill. benefit of business licenses and permits, benefits of contracts entered etc. will belong to the parties In the same shares as aforesaid and the property of the Firm shall be used by the Parties exclusively for the business of the Firm. Every Party shall account for the profit earned from any transaction of the Firm or from the use of the property in any business transaction of the Firm. If any partner of the Party of the First Part other than the authorised representative or any member of the family of the Party of the Second Part is appointed to do full time work of the Firm, he will be paid separately as remuneration such amount as may be agreed upon allowable under the Income Tax Act as deduction and such remuneration will be treated as the expenses of the Firm. The Party of the First Part and Party of the Second Part may draw every month. such amounts for their own expenses as may be agreed upon from time to time and the same will be taken into account while ascertaining the share In the net profits of each party In the Firm. Any party hereto shall not. b. withdraw any suit or legal proceedings filed by the Firm, c. admit any liability of the Firm. d. acquire or dispose of any immovable or moveable property, except the stock In trade in the ordinary course of business. e. enter into partnership or other business unilaterally with any other person, f. assign or transfer his share or any interest in the Firm, (g) admit any person as a partner In the Firm. g. borrow any moneys for or in the name of the Firm. or create any security or charge on the assets of the Firm, h. enter into any contracts except contracts in the regular course of business of the Firm, i. stand as a guarantor or surety for any person In the name of the Firm or for and on behalf of the Firm. The Parties shall open in the name of the Firm one or more accounts either current, saving or overdraft or cash credit with one or more banks as may be agreed upon by the partners and the account or accounts will be operated by the authorised

partner of the Party of the First Part and the Karta representing the Party of the Second Part jointly. If any Party hereto desires to dissolve the Firm he shall give to the other at least three months previous notice to that effect and on the expiration of the notice period the Firm shall stand dissolved. If the Party of the First Part Is Itself dissolved or is adjudged insolvent or if all the male adult members of the Party of the Second Part are adjudged insolvent, or there is full partition among the members of that Party, this partnership shall also stand dissolved. On dissolution of the Firm, an account will be made of all the assets and liabilities of the Firm, and the assets will be sold either to any of the parties hereto to any other outsider and after payment of the debts and liabilities, the net sale proceeds will be distributed among the Parties of the First Part and Second Part In proportion to their respective In the capital of the Firm as aforementioned. If any dispute or difference shall arise between the Parties hereto touching the business of the Firm or interpretation of any provision hereof or otherwise, howsoever, relating to the Firm and its business. the same shall be referred to arbitration of a common arbitrator If agreed upon, failing which to two arbitrators one to be appointed by each Party to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996. The parties shall, as early as possible but In any event within the prescribed period get the Firm registered under the Partnership Act. 1932. as well as under the Income Tax Act, 1961, and the application or a certified copy of this deed will be signed by all the partners of the Party of the First Part and by the Karta of the Party of the Second Part. This Deed is executed in duplicate and one copy will remain with the party of the First Part and the other will remain with the Party of the second Part. IN WITNESS WHEREOF the Parties have put their respective hands the day and year first hereinabove written. Signed and delivered for and on behalf of M/s ... by its partners (1) ... (2) ... (3) ... in the presence of ... Signed and delivered by the withinnamed Mr. B as the Karta of his Hindu Undivided Family in the presence of ... Partnership Agreement between Advocates This Deed of Partnership made at ..... this ..... day of ....., 2000, between A son of ..... resident of ..... of the FIRST PART, B son of ..... resident of ..... of the SECOND PART, C son of ..... resident of ..... of the THIRD PART, and D son of ..... resident of ..... of the FOURTH PART. WITNESSETH THAT the parties hereto shall be and become partners on the following terms and conditions: 1. The said partners will carry on the business of Advocates in partnership at ..... under the name and style of M/s. The partnership shall be for a period of ..... years unless previously determined in the manner hereinafter provided. The capital requisite for carrying on the partnership business is Rs. .... which shall be contributed by all the partners equally. Any further capital required from time to time shall be contributed by the partners in equal shares. The partnership firm shall open an account with ..... Bank ..... Branch ..... or such other bank as the partners shall from time to time agree upon. All partnership moneys, cheques, pay orders, demand drafts and other instruments for money shall as and when received be paid into or deposited in the bank to the credit of the partnership account. The moneys received by the firm or any partner on behalf of the firm of any client or third person shall forthwith be deposited in the said bank to a separate clients account to be kept by the firm. Proper books of account and diaries shall be kept by the partners at the business premises and the same shall be available for inspection by all the partners at all times. Each partner shall make full and proper entries of all business transacted by him on account of the partnership and cheek up the bills for all such

matters. Each partner shall devote his whole time and attention to the partnership business and no partner shall, without the consent of the other partners engage in any other business or hold any office or appointment, provided that each partner can provide free and voluntary service to his friends or relatives. Each partner shall be entitled to ..... days holiday in each year, and to absent himself from business to ..... days consecutively or otherwise in each year. If the period of absence of any partner exceeds ..... days, his share of the net profits of such year shall be considered as divided into 365 parts and for every day on which such partner shall have been absent in excess of such ..... days, one of such parts shall be divided equally between all the partners for the time being (including the partner so absenting himself). Each partner shall be entitled to draw a sum of Rs. .... every month on account of his accruing share of the net profits for the current year. If in any year the aggregate amount drawn out by any partner shall be found to exceed the amount of his share in the net profits on taking of the annual account, he shall forthwith repay the excess to the partnership. No partner shall pledge and credit the partnership except in the usual and regular course of the business or conduct any business for any person, company or firm, whom the other partners shall have previously in writing, forbidden him to deal with. The firm shall not charge for acting as Advocates for a partner or the wife or any child or children of a partner or his, her, or their trustees, except out of pocket expenses or costs recovered against other parties in any proceedings or out of any estate or property the subject of any such proceedings and any costs recovered shall be credited to partnership account. No partner shall without the written consent of the other partners: a. Engage directly or indirectly in any business other than that of the partnership. Engage or dismiss any clerk, junior or any other employee of the partnership or take any junior, except hereinafter provided. c. Employ any of the moneys of the partnership or clients or pledge the credit of the partnership except in the ordinary course of business and upon the account or for the benefit of the partnership. Each partner shall be entitled at any time to receive one junior to enable the latter to qualify as an advocate without paying any premium. The general account and balance sheet shall be taken and made as at the close of each year ending on the 31st March and after the taking of the account, the same shall be audited by M/s. .... Chartered Accountants, whose audit shall extend to the separate clients account and to all properties belonging to any client which are in the possession or custody of the firm. The net profits appearing on each such yearly account shall be divided in equal shares and such profits less such sums as may have been previously drawn on account by such partner, may be withdrawn by the partners respectively entitled thereto, as and when there shall be money at the said bank available for that purpose over and above the moneys necessary for the current expenses of the partnership business. However, if on taking annual account, it is found that any partner has drawn out more than the share of profits as ascertained thereby, he shall repay the excess to the partnership within ..... days from the date of preparation of final annual account. Each of the partner shall be entitled to nominate one son in the partnership business and the nominee will work as junior advocate in the firm at a salary of Rs . .... p.m. and on the partner retiring from the firm or on death of the partner, the nominee, if then duly qualified as an Advocate, shall be admitted a partner and will be entitled to his appointed share; Provided that if the nominee shall not be duly qualified or shall refuse or have refused by reason of death or otherwise have become unable to accept such nomination and become a partner then in any such case, such nomination shall be void and of

no effect and his share shall be dealt with in accordance with the provisions hereinafter mentioned. Upon the admission of any such nominee as a partner, he shall be bound by the provisions of this deed so far as applicable and he shall execute a deed covenant to perform and observe the same, if required by the other partners. If any partner dies during the continuance of the partnership and his son does not become partner of the firm due to any reason, the share of the partner so dying shall be purchased by the surviving partners and he shall pay the purchase price to the legal representatives of the deceased within three months from the death of the deceased partner. For calculating the purchase price, an account and balance sheet shall be taken up to the day of the death from the last previous annual account and the share in the capital and assets of the partnership including goodwill, office furniture, books and office papers shall be ascertained and the said sum along with the sum which upon '30 taking of such account and balance sheet shall appear to be due to the deceased partner in respect of undrawn profits drawn to the date of his death shall be the purchase price. The value of the goodwill of the partnership business shall be taken to be a sum equal to two years purchase of the average net profits of the business for the three years next preceding the date of valuation as appearing from the annual accounts for those three years. On the death of the partner, the surviving partners will execute in favour of the legal representatives of the deceased partner, indemnity against the debts, liabilities, and obligations and the legal representatives shall also execute proper deeds and other instruments for vesting the share of the deceased partner in the partner or partners entitled thereto under the provisions of this deed. If either partner shall commit any breach of any of stipulations contained in this deed or if a partner becomes insolvent or shall become of unsound mind or incapacitated from attending to the partnership business for ..... months consecutively or if any partner retires, the partnership shall not dissolve and the provisions contained in clauses 18 and 19 hereof shall apply, provided that on the retirement of any partner from the partnership, he shall enter into a covenant with the continuing partners that he will not open an office or practice in the ..... city or in or at any place within a radius of ..... kms. measured in a straight line from ..... either in his own name or as a partner in any other firm. The notice to the parties under this deed shall be deemed to be duly served, if the same shall be delivered to him personally or sent by post in a registered letter addressed to him at his usual or last known place of abode in India. If the partnership is determined by a notice by any partner or by any means not hereinbefore expressly provided for then, the partnership shall be wound up and assets distributed as provided by the Partnership Act, 1932. All disputes and differences which shall arise between the partners or between the partners and legal representatives of one or more partners or between their respective legal representatives and whether during or after the determination of the partnership relating to the rights and liabilities or interpretation of this deed or to any act or omission of either party or matter or things done or to be done in pursuance hereof, such disputes and differences shall be referred to arbitration and award of Shri ..... and his decision and award shall be final and binding upon the parties. IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands the day, month and year first above written. Signed and delivered by the within named A Signed and delivered by the within named B Signed and delivered by the within named C Signed and delivered by the within named D WITNESSES; 1. Partnership agreement between an Individual and a Limited Company This Deed of Partnership Is made at... on this ... day of... between Mr. 'A' residing at

... hereinafter referred to as the 'Party of the First Part' and M/s. Ltd., a Company registered under the Companies Act 1956 and having its registered office at ... hereinafter referred to as the 'Party of the Second Part'. Whereas the Party of the First Part owns a large piece of fallow land situated at - and more particularly described In the Schedule hereunder written. And Whereas the said land Is very suitable for carrying on minerals quarrying operations but the Party of the First Part Is unable to carry on the said operations on his own. And Whereas the Party of the Second Part has offered to co-operate with the Party of the First Part in promoting the business of quarrying in the said land. And Whereas the Party of the Second Part has the main object to carry out quarrying operations for acquiring varieties of minerals. And Whereas it is found more convenient to carry on the said business in partnership between the Parties hereto and, therefore, the Parties have agreed to enter into partnership on the following terms and conditions. Now it is agreed by and between the parties hereto as follows: 1. The Parties hereto agree to carry on the business hereinafter mentioned in partnership on the terms and conditions herein mentioned, in the name and style of M/s... ..... The partnership shall commence from the ... day of... and the period of the partnership shall be 'at will'. The business of the partnership (hereinafter referred to as the 'Firm') shall consist of carrying on quarry operations on the said land by quarrying minerals and selling the same and otherwise dealing with the same. The land described in the Schedule hereunder written is valued at Rs... and the said land will be treated as a partnership asset and a contribution of the Party of the First Part to the capital of the Firm. The Party of the Second Part has agreed to bring in an equal amount of Rs... as its contribution to the capital of the Firm. The Party of the First Part will not be bound to contribute any further amount as capital, Whatever additional moneys are required for the business of the Firm the same will be either advanced by the Party of the Second Part as a loan or will be borrowed from any financial Institution or from any other person. The loan advanced by the Party of the Second Part will carry interest at the rate as may be agreed upon and which will not be more than allowed as deduction under the Income Tax Act. If any capital gains tax is required to be paid, by the Party of the First Part for bringing the said land into the assets of the Firm. the same will be paid out of the moneys of the Firm and debited to the capital account of the Party of the First Part. The Party of the Second Part will be represented by the Managing Director thereof or any other person authorised by him and he will act for and on behalf of the Party of the Second Part in relation to the business of the firm and his acts will be binding on the Party of the Second Part. The Managing Director or other representative nominated by the Second Part will be working or managing partner of the firm and he will be entitled to a remuneration at the maximum rate allowable as deduction under the Income Tax Act. The Party of the First Part will not be entitled to any remuneration. The net profits and losses of the firm will be shared by the partners hereto in equal shares or proportions. Net Profit will mean gross profit earned in each year less the expenses of the management of the business Including outgoings In respect of the salaries and wages of the staff, commission paid to others, and all other expenses incurred In connection with the business of the firm, and such other expenses as will be allowed as deduction under the Income Tax Act. The accounting year of the Firm will be from 1st April to 31st March of each Christian Calendar year. At the end of each accounting year an account of the business carried on in that year will be made and a statement of accounts namely a Balance Sheet and Profit and Loss account will be prepared and signed by the Partners. If necessary or required by law the Accounts will be got audited by a Chartered

Accountant. The books of accounts and all other record of the Firm will be always kept at the office of the Firm and will be, open for Inspection by any of the partners hereto at any time. All the working staff such as clerks, peons, accountants, cashier, salesmen and others will be appointed by the joint consent of the Parties hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the parties hereto. Each of the Parties hereto shall - a. participate and attend to the business of the firm to the greatest - common advantage of the Firm, the Party of the Second Part participating and attending through Its Managing Director. b. be just and faithful to each other, c. render true accounts and full Information of all moneys affecting the Firm to the other, d. indemnify the Firm for any loss caused to it by wilful negligence or fraud In the conduct of the business, e. not carry on any business similar to the business of the Firm or any other business anywhere in the district In which the said land Is situate without the consent of the other partner. f. attend to the business of the Firm diligently and actively, g. Not withdraw any amount for his own profit benefit or use as remuneration or otherwise without the consent of the other, h. be entitled to be indemnified by the Firm in respect of payments made and liabilities incurred by him i. in the usual and proper course of business of the Firm, and ii. All the tangible and intangible assets of the Firm Including the said land described In the Schedule hereunder written, the goodwill, stock- in trade, benefit of business licenses and permits, benefits of contracts entered etc. will belong to the parties in equal shares and the property of the Firm shall be used by the Parties exclusively for the business of the Firm. Every Party shall account for the profit earned from any transaction of the Firm or for the use of the property in business transaction of the Firm. without the consent of the other- a. submit any dispute with any other person to arbitration or com- promise or relinquish the claim, b. withdraw any suit or legal proceedings filed by the Firm, c. admit any liability of the Firm. d. acquire or dispose of any immovable or moveable property, except the stock in trade in the ordinary course of businesses of the Firm. e. enter into partnership or other business unilaterally with any other person, f. assign or transfer his or Its share or any Interest in the Firm, g. admit any person as a partner of the firm, h. borrow any moneys for or in the name of the Firm, or create any security or charge on the assets of the firm. i. enter into any contracts except contracts in the regular course of business of the Firm, ii. (j) stand as a guarantor or surety for any person in the name of the Firm or for and on behalf of the Firm. If the Partnership is dissolved, an account of the assets and debts and liabilities will be made and after sale of the assets, except the said land, the debts and liabilities will be paid out of the sale proceeds and the balance if any will be divided between the parties in equal shares. The said land as far as possible will be returned to the Party of the First Part. But If the other assets of the Firm, are not sufficient to pay all debts and liabilities then the Party of the First Part will have the option either to take over the said land subject to such liabilities including the amount. If any payable to the Party of the Second Party towards Its share In the assets of the Firm or to allow the said land to be sold for payment of such debts and liabilities and the balance of sale proceeds will be distributed between the parties in equal shares. If any dispute or difference shall arise between the parties hereto touching the business of the Firm or interpretation of any provision hereof or otherwise, however relating to the Firm and Its business, the same shall be referred to arbitration of a common arbitrator If agreed upon, failing which to two arbitrators one to be appointed by each party to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996. The parties shall, as early as possible but In any event within the prescribed period get the



Firm registered under the Partnership Act, 1932, and under the Indian Income Tax Act, 1961. This Deed is executed in duplicate and one copy will remain with the Party of the First Part and the other will remain with the Party of the Second Part. Signed and delivered by the withinnamed Mr. A in the presence of ... Signed for and on behalf of the Party of the Second Part M/s. Ltd., by Its Managing Director, in the presence of ... Partnership Agreement between an Individual, a Partnership Firm and a Company This Deed of Partnership Is made at ... on this ... day of... between Mr. 'A' residing at ... hereinafter referred to as the 'Party of the First Part' M/s. A B & Co. a Partnership firm, consisting of (1) ..... (2) ..... and (3) ..... as partners and having their office at... hereinafter referred to as 'the Party of the Second Part'. Ltd., a Company registered under the Companies Act, 1956, and having registered office at ... herein- after referred to as 'the Party of the Third Part'. Whereas the Party of the First Part has registered a Patent bearing Registration No... The Party of the First Part As, however, handicapped for want of finance. And Whereas the Party of the Second Part is carrying on business of sales agents and has gained lot of experience in salesmanship. And Whereas the Party of the Third Part is carrying on several businesses including that of financing and has also factory premises which can be used for manufacturing the said products. And Whereas the parties, under the circumstances, have come together and decided to do business in partnership with a view to exploit, the said Patent to the maximum extent for the benefit of all of them on the following terms & conditions. Now it is agreed by and between the parties hereto as follows:- 1. The parties hereto agree to carry on the business hereinafter mentioned In partnership on the terms and conditions herein contained, in the name and style of M/s..... 2. The partnership shall commence from the ... Day of... And the period of the partnership will be at Will. The business of the partnership (hereinafter referred to as 'the Firm') shall consist of manufacturing, buying and selling the products mentioned In the Schedule hereunder written, with the help of the Patent rights acquired by the Party of the First Part. The Parties may open branches at such other places as may be agreed upon. The Parties of the First, Second and Third Part have contributed equally a token capital of Rs... Each. All the finance required to carry on the business will be supplied by the Parties of the Third Part and that Party will be entitled to charge interest thereon at 18 per cent per annum or at such maximum rate as may be allowable under the Income Tax Act. The Parties may also agree to borrow any moneys from any Bank or other financial Institution. The Party of the First Part agrees to make available and to grant a formal license to the partnership to use and exploit the said Patent no... Models and drawings relating thereto during the subsistence of the partnership and the license will not be terminable so long as the firm continues whether the party of the first part is a partner thereof or not. The Party of the Second Part agrees to undertake the work of selling the products as well as to buy all raw materials required for the same and for that purpose agrees to utilise all the services of Its subagents and distributors engaged in the other businesses carried on by the Party of the Second Part and to allow the use of its depots and selling centres at different places. The Party of the Second Part will be entitled to charge separately commission at the rate of ... The Party of the Third Part agrees to allow the partnership to use the premises of the factory of the Party of the Third Part situate at ... And for which the Partnership will pay a nominal rent of Rs... The Party of the Third Part will also make available the use of the machinery. Electric power and other amenities available for the manufacture of the said products. Nothing herein contained will prevent the parties of the Second an Third Part from carrying on their respective businesses at present carried on or

that may hereinafter be undertaken. The Party of the First Part will, however, exclusively devote his skill, knowledge and time in the manufacture of the said products. If any capital assets are purchased or otherwise acquired by the Firm, they will belong to the Parties in equal shares. So far as the Party of the Second Part is concerned it will be represented by any one of the partners thereof authorised by the other partners and will have only one vote in the meeting of the partners. The Party of the Third Part will be represented by its Managing Director or any other person duly authorised for the time being. The net profits and losses of the firm will be shared by the Parties hereto in equal shares or proportion. Net Profit will mean gross profit earned in such year less the expenses of the management of the business including the rent of the premises of the firm the outgoings in respect of the salaries and wages of the staff, administrative expenses, commission paid to others and all other expenses Incurred In connection with the business of the firm and expenses that will to be allowed to be deducted under the Income Tax Act, 1961. The share in the profits and losses of the Party of the Second Part in the Firm will belong to each of the Partners of that Party in the same proportion as provided in the deed of partnership of the Party of the Second Part. The accounting year of the Firm will be from 1st April to 31st March of each Christian Calendar Year. At the end of each accounting year an account of the business carried on In that year will be made and a statement of accounts namely a Balance Sheet and Profit and loss account will be prepared and signed by the partners. The Books of account and all other record of the firm will be always kept at the office of the firm and will be open for Inspection by any of the parties hereto at any time. All the working staff such as clerks, peons, accountants, cashier, salesmen and others will be appointed by the joint consent of the Parties hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the Parties hereto. Subject to what As otherwise herein provided, each of the Party hereto shall - a. participate and attend to the business of the firm to the greatest common advantage of the firm. c. render true accounts and full information of all moneys affecting the Firm to the other. e. not carry on any business similar to the business of the Firm without the consent of the other partner/s. f. attend to the business of the Firm diligently and actively, g. not withdraw any amount for his or Its own profit benefit or use as remuneration or otherwise without the consent of the other, h. be entitled to be indemnified by the Firm in respect of payments made and liabilities incurred by him – i. in the usual and proper course of business of the Firm, and j. in doing any act for protecting the Firm from loss in emergency. All the tangible and intangible assets of the firm including the goodwill, stock-in-trade, benefit of business licenses and permits, benefits of contracts entered etc. will belong to the parties In equal shares and the property of the Firm shall be used by the parties exclusively for the business of the firm. The rights of the party of the First Part in respect of the said Patent will continue to belong to that Party and the Firm will he entitled to the user's rights in respect thereof during the subsistence of the partnership. Every Party shall account for the profit earned from any transaction of the Firm or from the use of the property in business transaction of the Firm. The Party of the First Part will be entitled to draw every month a sum of Rs... or such other amount as may be agreed between the parties from time to time and allowable under the Income Tax Act as deduction and the said amount will be exclusive of his share in the net profits of the Firm. Any Party hereto shall not, without the consent of the other - a. submit any dispute with any other person to arbitration or com- promise or relinquish the claim, b. withdraw any suit or legal proceedings filed by the Firm. c. admit any liability of the Firm, d. acquire or dispose of any

immovable or moveable property, except the stock in trade In the ordinary course of business, e. enter into partnership or other business unilaterally with any other person. f. assign or transfer his share or any interest in the Firm, g. admit any person as a partner in the Firm. h. borrow any moneys for or in the name of the Firm, or create any security or charge on the assets of the Firm. i. enter Into any contracts except contracts In the regular course of business of the Firm, j. stand as a guarantor or surety for any person in the name of the Firm or for and on behalf of the Firm, 24. The Parties shall open in the name of the Firm one or more accounts either current. saving or overdraft or cash credit with one or more banks as may be agreed upon by the Parties and the account or accounts will be operated by any two of the Party of the First Part, the authorised partner of the Party of the Second Part and the Managing Director or other authorised person of the Party of the Third Part. If any party hereto desires to retire from the Firm he shall give to the others at least three months' previous notice to that effect and on the expiration of the notice period, the Party shall be deemed to have retired. No one Party hereto shall be entitled to dissolve the partnership. If any partner retires from the Firm he will not be entitled to carry on the same or similar business as that of the Firm, within an area of two kilometres from the office of the Firm and for a period of two years from the date of retirement and he shall not carry on any business in the same name as that of the Firm. until the partnership Firm is fully dissolved and wound up. The winding up of the Party of the Third Part (voluntarily or by order of the Court) or the insolvency of the Party of the Third Part. will not dissolve the Firm but such party on winding up or insolvency will cease to be a partner hereof and shall be deemed to have retired from the Firm. Notwithstanding any thing herein contained to the contrary a retiring partner or its legal representatives shall not be entitled to make any claim for the goodwill of the Firm. If any dispute or difference shall arise between the parties hereto touching the business of the Firm or Interpretation of any provision hereof or otherwise, however, relating to the Firm and Its business, the same shall be referred to arbitration of a common Arbitrator if agreed upon, failing which to arbitrators one to be appointed by each party to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996. The parties shall, as early as possible, but in any event within the prescribed period get the Firm registered under the Partnership Act, 1932, as well as under the income Tax Act. This Deed is executed in triplicate and one copy will remain with each of the Party of the First Part, the Party of the Second Part and the Party of the Third Part. IN WITNESS WHEREOF THE parties have put their respective hands the day and year first hereinabove written. Signed and delivered by withinnamed party of the First Part Mr. A In the presence of ... Signed and delivered by the withinnamed party of the Second Part by its partners 1 .... 2.....3..... in the presence of ... Signed and delivered for & on behalf of the withinnamed Party of the Third Part by its Managing Director Mr. in the presence of ...

Partnership Agreement between Two Limited Companies This Deed of Partnership is made at... on this.. day of.. between M/s. Ltd., a Company registered under the Companies Act, 1956. and having its registered office at ... hereinafter referred to as the, Party of the First Part. X Y Z & Co. a Company registered under the said Act and having its registered office at ... hereinafter referred to as the 'Party of the Second Part'. Whereas both the parties of the First Part and of the Second Part are, under their respective Memorandum of Association, entitled to carry on the business of producing electricity and supplying the same to any area. And Whereas both the Parties of the First Part and Second Part are entitled to enter Into partnership with any person or persons including a company for carrying on the business

authorised by their respective Memorandum of Association. And Whereas the parties hereto have proposed to set up in joint collaboration a plant to produce electricity and supply the same to the town of ... and to enable them to pool together their finances and technical expertise they have therefore proposed to enter into a partnership. And Whereas the parties have obtained license or permission of the Govt. for producing and supplying electricity to the said town. And Whereas it is, therefore, proposed to enter into this deed of partnership containing the terms and conditions agreed upon between the parties. Now it is agreed by and between the Parties hereto as Follows:-

1. The parties hereto agree to carry on the business hereinafter mentioned In partnership on the terms and conditions herein mentioned, In the name and style of M/s.....
2. The partnership shall commence from the ... day of... and the period of the partnership shall be for a period of ten years from the date hereof. The said period may be extended as the parties may by mutual consent decide. The business of the partnership (hereinafter referred to as the 'Firm') consist of setting up a plant for manufacture or production of electricity on grid system and to supply-the same to the town of .....
4. The office of the partnership shall be at ..... The parties will open branches at such other places as may be agreed upon. The parties have contributed towards the initial capital of the firm a sum of Rs... in equal shares. The partners will contribute such further amounts towards the capital of the firm in equal... shares as may be required from time to time. If any partner shall contribute more amount than Its share In the capital It will be treated as a loan by it to the Firm carrying Interest at the maximum rate allowable as deduction under the Income Tax Act. The net profits and losses of the Firm will be shared by the partners hereto in equal shares or proportion. Net profit will mean gross profit earned in each year less the expenses of the management of the business including the rent of the premises of the Firm including outgoings In respect of the salaries and wages of the staff, commission paid to others, and all other expenses Incurred In connection with the business of the firm and all other expenses as may be allowable as deduction under the Income Tax Act. At the end of each accounting year an account of the business carried on in that year will be made and a statement of accounts namely a Balance Sheet and Profit and Loss Account will be prepared and signed by the partners. The Managing Director or any other authorised representative of each of the parties hereto will represent his company on the Firm and for all practical purposes he will be considered as the partner of this partner- ship. The books of accounts and all other record of the Firm will be always kept at the office of the Firm and will be open for inspection by any of the partners hereto at any time. All the working staff such as clerks, peons, accountants, cashier, technicians, salesmen and others will be appointed by the joint consent of the parties hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the parties hereto. Each of the Parties hereto shall -

- a. participate and attend to the business of the Firm through their respective Managing Director or authorised representative for the time being to the greatest common advantage of the Firm.
- c. render true accounts and full information of all moneys affecting the Firm to the other,
- d. indemnify the Firm for any loss caused to it by wilful negligence or fraud in the conduct of the business.
- e. attend to the business of the Firm diligently and actively.
- f. not withdraw any amount for its own profit, benefit or use as remuneration or otherwise without the consent of the other.
- g. be entitled to be indemnified by the Firm in respect of payment made and liabilities incurred by him
- i. in the usual and proper course of business of the Firm. All the tangible and Intangible assets of the Firm including the goodwill, stock in-trade, benefit of

business licenses and permits, benefits of contracts entered etc. In relation to the said business will belong to the Parties In equal shares and the property of the Firm shall be used by the parties exclusively for the business of the firm. Every party shall account for the profits earned from any transaction of the Firm or for the use of the property in business transaction of the Firm. Any party hereto shall not, without the consent of the other and in respect of or relating to the said partnership business, a. submit any dispute with any other person to arbitration or com- promise or relinquish any claim, b. withdraw any suit or legal proceedings filed by the Firm, c. admit any liability of the Firm, d. acquire or dispose of any immovable or moveable property, except the stock In trade in the ordinary course of business. e. assign or transfer Its share or any Interest in the Firm, (f) admit any person as a partner In the Firm, f. borrow any moneys for or in the name of the Firm, or create any security or charge on the assets of the Firm, 16. The Parties shall open one or more accounts either current, saving or overdraft or cash credit with one or more banks as may be agreed upon by the Parties and the account or accounts will be operated by the Managing Director or other authorised representative of each of the Parties hereto. No party hereto shall be entitled to dissolve the partnership before the expiration of the said period aforementioned. If any party does not desire to continue the partnership or if any party goes Into winding up voluntarily or through Court, the other party hereto will be entitled to take over the entire business together with all assets and subject to all liabilities at a valuation to be made through the Chartered Accountants of the Firm and the share of the former Party will be paid by instalments as may be agreed upon or decided by Arbitration. On the expiration of the said period of ten years or the extended period if any, the business of the partnership together with its assets and liabilities will be transferred to another company to be formed and registered jointly by the parties hereto on such terms as may be agreed upon failing which the partnership will be dissolved and the dissolution will be effected In terms of the provisions of the Partnership Act, 1932. If any dispute or difference shall arise between the parties hereto touching the business of the Firm or interpretation of any provision hereof, or otherwise. however relating to the Firm and its business, the same shall be referred to arbitration of a common arbitrator if agreed upon. failing which to two arbitrators one to be appointed by each party to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996. The parties shall. as early as possible but in any event within the prescribed period get the Firm registered under the Partnership Act, 1932 and the Income Tax Act. Nothing In this Deed shall be constrained to prevent or disable any party hereto to carry on any business in terms of Its Memorandum of Association anywhere except the business of the partnership and no partner shall be entitled to have any right or concern with the other business and internal management of the other. This Deed is executed in duplicate and one copy will remain with the Party of the First Part and the other will remain with the Party of the Other Part. In the presence of ... In the presence of ... Partnership Agreement between Two Partnership Firms This Deed of Partnership is made at ... on this... day of... Between M/ s A B & Co. a partnership firm consisting of (1)... (2)... (3)... partners and carrying on business at ... hereinafter referred to as the Party of the First Part and M/s. X Y & Co. a partnership firm consisting of (1)... (2) ... (3).... (4).... as partners and carrying on business at ... hereinafter referred to as the Party of the Second Part, as follows Whereas the Party of the First Part Is carrying on business at ... and the business consists of ..... And Whereas the Party of the Second Part is carrying on business at... and the business consists of

..... And Where as the parties hereto have proposed to commence and carry on a third business In partnership on the following terms and conditions and have proposed to execute this Deed. Now it is Agreed by and between the Parties hereto as Follows: 1. The parties hereto agree to carry on the business hereinafter mentioned in partnership on the terms and conditions herein mentioned, in the name and style of M/s ..... 2. The Partnership shall commence from the .... day of .... 19 ... and the period of the partnership shall be for three years from the date hereof. The business of the partnership (hereinafter referred to as the 'Firm') shall consist of ... only and no other business shall be undertaken by the Firm except by mutual consent of all the partners. The Office of the partnership shall be at ... The parties may open branches at such other places as they may be agreed upon. Each of the parties of the First and Second Parts have contributed towards the initial capital of the firm a sum of Rs... The partners will contribute such further amounts towards the capital of the firm in equal .... shares as may be required from time to time. If any party of the First or Second Part or any partner of any of the said partnership individually shall contribute more amount than its share in the capital, it will be treated as a loan by that party to the Firm. The amounts of capital contributed or loans advanced by any partner or partners will carry Interest at the rate of 1 8% per annum or at such maximum rate as may be allowable as deduction from gross Income under the Income Tax Act for the purpose of calculating taxable income. The net profits and losses of the firm will be shared by the parties of the First and Second Parts in equal shares or proportion. Net Profit will mean the gross profits earned in such year less the expenses of the management of the business including the rent of the premises of the firm Including outgoings In respect of the salaries and wages of the staff, commission paid to others, and all other expenses incurred In connection with the business. The share in the net profits and/or losses of each partner of the First Part and of the Second Part will be shared or distributed among the partners of each of the partners of the First and Second Part according to the partnership agreements between the partners of each of the parties hereto of the First and Second Part recorded in the deeds of partnership of their respective partnerships above mentioned. At the end of each accounting year an account of the business carried on by the Firm In that year will be made and a statement of accounts namely a Balance Sheet and Profit and Loss Account will be prepared and signed by the authorised representatives of each party hereto. The Books of account and all other record of the firm will be always kept at the office of the Firm and will be open for inspection by any of the authorised representatives of the parties hereto at any time. Each of the Party of the First and Second Part will be represented by any partner of that party duly authorised by the other partners of that party from time to time, and the authorised representatives alone will be entitled to attend to the business of the firm and the other partners of that party will not Interfere in the business of the Firm. The true copies of the resolutions of the partners of each of the Parties of the First and Second Part appointing their respective representatives, duly signed by all the partners of that party will be kept in the records of the Firm. The representative so appointed will act as the working partner for the accounting year for which he will be appointed as representative of his Firm. The working partners will be entitled to remuneration at the maximum rate allowable as deduction from gross income under the Income Tax Act for taxable income.' Such remuneration may be drawn every month or periodically as may be agreed upon. In the event of any difference of opinion between the two authorised representatives, on any question relating to the business of the Firm the matter will be placed before a joint meeting of all the partners of each of the

parties hereto of the First and Second Part and discussed. But the matter will not be decided on the basis of majority of the partners of both the partnerships but only on the mutual consent of all the partners. Each of the Parties of the First and Second Part hereto will be entitled to change the constitution of its partnership by taking additional partner or partners in place of those retiring from the partnership or by reason of death or insolvency of any partner. but such change will be notified to the other Party hereto from time to time. The expressions Party of the First Part will therefore mean and include the partners or partner for the time being of that partnership and the expression "Party of the Second Part" will also mean and include the partner or partners for the time being of that partnership. But no change In the constitution of the party of the First Part or the party of the Second Part will affect the terms and conditions of this Deed. All partners each of the party hereto for the time being shall be deemed to be partners of this Firm and the half share in the profits and losses of the Firm will shared by the parties of each of the Parties hereto In proportion to their shares in their respective firms being the Parties of the First and the Second Part hereto. Each of the Party of the First Part and Second Part will be entitled to carry on its own business but none of them will carry on said business undertaken by this partnership, directly or indirectly during the continuance of this partnership. accountants, cashier, salesmen and others will be appointed by the joint consent of the authorised representatives of the parties hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the authorised representatives. Each of the Party hereto through its authorised representative shall- a. participate and attend to the business of the firm to the greatest common advantage of the firm. d. indemnify the Firm for any loss caused to it by wilful negligence or fraud In the conduct of the business. e. Not carry on any business similar to the business of the Firm anywhere without the consent of the other party. f. attend to the business of the Firm diligently and actively. g. Not withdraw any amount for his own or his partnerships benefit or use as remuneration or otherwise without the consent of the other Party hereto. h. be entitled to be indemnified by the Firm in respect of payment made and liabilities incurred by him - (i) in the usual and proper course of business of the Firm and (ii) in doing any act for protecting the Firm from loss in emergency. All the tangible and Intangible assets of the Firm including the goodwill, stock-in-trade, benefit of business licenses and permits. will belong to the parties of the First & Second Parts in equal shares and the property of the Firm shall be used by the parties exclusively for the business of the firm. Any Party of the First or Second Part or any partner thereof shall not. without the consent of the other – a. submit any dispute with any other person to arbitration or compromise or relinquish the claim. b. withdraw any suit or legal proceedings filed by the Firm. c. admit any liability of the Firm. d. acquire or dispose of any immovable or moveable property, except the stock in trade in the ordinary course of business. e. enter Into partnership or other business unilaterally with any other person. f. assign or transfer his share or any interest in the Firm. g. admit any person as a partner in the Firm. i. enter into any contracts except contracts in the regular course of business of the Firm. j. stand as a guarantor or surety for any person in the name of the Firm or for and on behalf of the Firm. The parties shall open in the name of the Firm one or more accounts either current. saving or overdraft or cash credit with one or more banks as may be agreed upon by the partners and the account or accounts will be operated by the authorised representatives of the parties hereto jointly. The Partnership shall stand dissolved on the expiration of the said period of 3 years unless by mutual consent the period is extended by any additional period in which event the partnership will continue on the

same terms and conditions as are herein contained subject to such modification as may be mutually agreed. Notwithstanding anything herein contained to the contrary if any of the Party of the First Part or the Party of the Second Part is or a majority of the partners of any of the parties hereto are adjudged insolvent or dissolved for any reason, this partnership will also stand dissolved. On dissolution of the partnership hereby created accounts will be made of all assets, debts, and liabilities and subject to payment of the debts and liabilities, the net assets will be distributed between the parties, of the First Part and of the Second Part in equal shares. This partnership will be registered under the Income Tax Act, 1961, and the Partnership Act, 1932 and the application for registration or a true certified copy of this deed will be signed by all the partners of both the parties hereto. If any dispute or difference shall arise between the parties hereto touching the business of the firm or Interpretation of any provision hereof or otherwise, howsoever, relating to the Firm and its business, the same shall be referred to arbitration of a common arbitrator if agreed upon, failing which to two arbitrators one to be appointed by each party of the First Part and party of the Second Part, to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996. This Deed is executed In duplicate and one copy will remain with the Party of the First Part and the other will remain with the Party of the Other Part. Signed and delivered for and on behalf of the Party of the First Part by its partners (1) ... (2) ... (3) ... Signed and delivered for and on behalf of the withinnamed Party of the Second part by its partners (1) ... (2)... (3) ... (4)... in the presence of. Partnership Agreement for a Single Venture This Deed of Partnership made at ... on this ... day of... between Mr. A residing at ... hereinafter referred to as the 'Party of the First Part' and Mr. B, residing at ... hereinafter referred to as the 'Party of the Second Part.' Whereas the Party of the First Part who is a qualified Engineer and Contractor has almost secured a big contract of constructing a bridge and as he is not in a position to bring in all requisite finance. he has requested the party of the Second Part to join him in partnership with a view to carry out and complete the said contract. And Whereas the Party of the Second Part has agreed to do so and the parties have agreed to enter into this partnership on the terms and conditions herein after mentioned. Now it is agreed by and Between the Parties Hereto as Follows: 1. The parties hereto agree to carry on the business hereinafter mentioned in partnership on the terms and conditions herein mentioned, in the name and style of M/s. The partnership shall be deemed to have commenced from the ... Day of... .., 2000 and the period of the partnership shall be co-terminus with the completion of the said single business or adventure. The business of the partnership (hereinafter referred to as the 'Firm') shall consist of carrying out and completing the work of construction of the bridge over the river at ..... The office of the partnership shall be at ..... 5. The Parties have contributed towards the initial capital of the firm a sum of Rs. The party of the Second Part will contribute such further amounts as may be required from time to time for carrying out the said work and the amounts will be treated as a loan by him to the Firm carrying Interest at the rate of 18 per cent per annum. The net profits and losses of the firm will be shared by the partners hereto in equal shares or proportion. Net profit will mean the gross profits earned in such year less the expenses of the management of the business including the rent of the premises of the firm. Interest payable on the amounts advanced by the Party of the Second Part and by other creditors if any and all other expenses incurred In connection with the business and allowable as deduction under the Income Tax Act. The party of the First Part will act as the Manager Partner and will be in charge of the actual work of



construction, and shall utilise all his technical knowledge in that behalf. Per month In addition to his share in the profits as well as a sum equal to .... The Party of the Second Part will look after the financial side of the work as well as look after the administration of the Firm and its said business. The books of account and all other record of the Firm will be always kept at the office of the Firm and will be open for Inspection by any of the partners hereto at any time. All the working staff such as clerks, peons, accountants, cashier, salesmen and others and the technical staff will be appointed by the joint consent of the partners hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the parties hereto. Subject to what is otherwise provided herein, each of the partners- hereto shall - a. participate and attend to the business of the firm to the greatest common advantage of the firm. d. indemnify the Firm for any loss caused to it by wilful negligence or fraud in the conduct of the business. e. Not carry on any business similar to the business of the Firm or any other business anywhere without the consent of the other partner/s. (g) not withdraw any amount for his own profit, benefit or use as remuneration or otherwise without the consent of the other. g. be entitled to be indemnified by the Firm in-respect of payment made and liabilities incurred by him- i. in 'the ordinary and proper course of business of the firm and ii. in doing any act for protecting the Firm from loss In emergency. All the tangible and intangible assets of the Firm Including the goodwill, stock-in-trade, benefit of business licenses and permits, benefits of contracts entered etc. will belong to the parties in equal shares but subject to the debts and liabilities of the Firm and the property of the Firm shall be used by the parties exclusively for the business of the firm. Every party shall account for the profit earned from any transaction of the Firm or for the use of the property of the Firm. At the end of every six months, the Party of the Second Part will be entitled to withdraw such amount as the funds of the Firm will permit, towards repayment of the principal amount of loan advanced by the Party of the Second Part to the Firm. Any party hereto shall not, without the consent of the other- a. submit any dispute with any other person to arbitration or compromise or relinquish the claim. e. enter into partnership or other business unilaterally with any other person. f. assign or transfer his share or any Interest in the Firm. g. admit any person as a partner In the Firm. h. borrow any moneys for or in the name of the firm, or create any security or charge on the assets of the Firm. i. enter into any contracts except contracts in the regular course of business of the firm. j. stand as a guarantor or surety for any person, In the name of the Firm or for and on behalf of the Firm. The Parties shall open in the name of the Firm one or more accounts either current, saving or overdraft or cash credit with one or more banks as may be agreed upon by the partners and the account or accounts will be operated by any one of the parties hereto. The Partnership shall continue till the completion of the said work of construction or If by any chance the said construction contract is cancelled for any reason, till the cancellation of such contract and till then none of the parties shall be entitled to dissolve the partnership or to retire from the partnership. If and when the partnership is dissolved, an account of the assets and property and list will be made up to the date of dissolution and out of the assets in specie or by sale thereof, all debts and liabilities including the loan advanced by the Party of the Second Part will be paid In priority and if any balance will remain the same will be shared by the Parties hereto in equal shares. If the said construction contract is cancelled by any party thereto and there is a claim by or against the Firm In respect thereof, the same will be prosecuted or defended by both the parties hereto and the winding up of the partnership will be deemed to continue until such claims are finally disposed of by arbitration or court

proceedings. If any dispute or difference shall arise between the parties hereto touching the business of the firm or interpretation of any provision hereof or otherwise. howsoever relating to the Firm and its business, the same shall be referred to arbitration of a common arbitrator If agreed upon, failing which to two arbitrators one to be appointed by each party to the dispute and the arbitration shall be governed by the Arbitration & Conciliation Act. Signed and delivered by the withinnamed Mr. A In the presence of ..... Signed and delivered by the withinnamed Mr. B In the presence of ..... Agreement Admitting a Minor to the Benefit of Partnership This Agreement is made at this ..... day of ..... between Mr. A of the First Part, Mr. B of the Second Part and Mr. C of the Third Part and Shrimati X for self and as the natural guardian of her minor son Y of the Fourth Part. Signed and delivered by the withinnamed Mr. B In the presence of ..... APreliminary Notice to a Partner to Show an Opportunity why he Should not be Expelled from Partnership Date ..... TO ..... Dear Sir, 1. In terms of clause ..... of Deed of Partnership dated ..... we hereby give you notice that we propose to exercise the power given to us by clause ..... of the Deed of Partnership dated ..... to expel you from the partnership on the ground that you are carrying on the business of ..... at ..... in contravention of the provisions of clause ..... of the Deed of Partnership and thereby not been able to devote your whole time and attention to the business of the partnership. A.M. to give you an opportunity to show cause about the above ground and if possible to satisfy us that you are not carrying on the business of ..... at ..... and devoting your whole time and attention to the partnership business. If you fail to attend the said meeting, it will be presumed that you have nothing to say and the decision in terms of clause ..... of the Deed of Partnership will be taken on the material available in the interests of the firm.

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