

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is executed on this _____ **between:**

- a. **Mr.** _____ S/O, _____, R/O of _____
_____ (Full Address) hereinafter referred to as the
"First Party" and
- b. **Mr.** _____ S/O, _____, R/O of _____
_____ (Full Address) hereinafter referred to as the
"Second Party"

The Party of the First Part and Second Part hereinafter collectively referred to as the "Parties".

WHEREAS both the Parties are desirous of joining hands to carry on the business of trading in Shares, equity , preference, Commodity, Currency including derivatives, futures, options and other listed unlisted financial products in partnership firm. It has been mutually decided to reduce into writing the terms and conditions of the Partnership.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:

1. Name

That the business of the Partnership shall be carried on under the name and style of
" _____ "(Name of Firm)

2. Term of Partnership

That the Partnership shall be deemed to have commenced from _____ (Date)
and shall be considered **AT WILL**.

3. Place of Carrying Business

That the business of Partnership shall be carried
_____ (Address of Business Place) or any
other place as may be agreed upon by the Parties.

4. Profit Sharing Ratio

That irrespective of capital investment, profits or losses of Partnership (including losses of capital nature, if any) shall be divided amongst and borne by the Parties **equally**.

5. Capital Contribution & Interest on Capital

That the necessary capital as well as further funds required for the purpose of Partnership business shall be contributed or arranged by the Parties in such manner as may be mutually agreed upon by and between the Parties from time to time. Interest at the rate of 12% per annum or as may be prescribed under Section 40 (b) of the Income Tax Act, 1961 or any other applicable provisions as may be in force under the Income tax assessment of Partnership firm for the relevant accounting period shall be payable to the Parties on account standing to the

credit of the account of the Parties. Such interest shall be calculated and credited to the account of each partner at the close of each accounting year. However, in case of loss or lower income, rate of interest can be nil or lower than 12% as may be agreed upon by and between the Parties from time to time.

6. Remuneration

That Both the parties shall be the working partners in the firm and they shall be entitled to draw remuneration as mutually decided amongst the parties.

7. Drawings by Partner

Each partner shall be entitled to draw (in addition to the remuneration as per clause 6) out of the partnership business any sum as agreed upon the parties for own use, such sums to be duly accounted for on each succeeding settlement of accounts and division of profits of the partnership and if any excess drawings is found on any such settlement, the same shall be refunded by the partner(s) concerned (with interest at percent per annum). Also the party to second part shall not withdraw any amount other than this fixed drawing. The balance standing to the credit shall be brought to match the capital of the First Party. After the capital of both the parties match (Equal), the second party can withdraw the Profit standing to the credit of his name.

8. Maintenance of Accounts

Those regular books of accounts shall be maintained during the course of the business and these shall be closed on the 31st March each year and shall be opened to inspection of the parties to this deed at all reasonable hours at the Principal place of business.

9. Operation of Bank Accounts

That the Bank account(s) of the firm will be operated by any of the Parties or as decided amongst themselves.

10. Partners to work in the interests of Partnership

Each Partner shall --

- a) Work honestly, diligently and shall devote their whole time and attention to the business of the firm.
- b) Be just and faithful to other partners.
- c) Give complete and truthful details of all matters relating to the affairs of the firm.
- d) Punctually pay and discharge their personal debts and liabilities.
- e) Shall do nothing to harm the interests of the Partnership.

11. Partners not to do certain Acts

Neither partner shall, without the consent of all other partners

- a) Engage or be concerned or interested in any other business or occupation either directly or indirectly
- b) Take any apprentice or hire or dismiss any agent or servant of the firm
- c) Lend any of the moneys or deliver, upon credit, any of the goods of the firm to any person or persons whom the other partner shall have previously in writing forbidden him to trust

- d) Except in the ordinary course of business give any security or promise for the payment of money on account of the firm
- e) Draw or accept or endorse any bill of exchange or promissory note on account of the firm
- f) Remit the whole or any part of any debt or sum due to the firm

12. Introduction of a New Partner

If all partners agree, a new Partner may be introduced into the business of the Partnership on such terms and conditions as may be mutually agreed between the Parties to this deed and the new partner.

13. Dissolution of Partnership

- a) That the Partnership is at will and may be dissolved at any time mutually or by giving one month notice in writing by the outgoing party to the others.
- b) That in the case of dissolution of the firm the net realization on the sale of assets shall be distributed amongst the Parties equally after meeting the liabilities of the firm.

14. Arbitration Clause

Every dispute or difference arising between the partners as to the interpretation, operation, or effect of any clause in the partnership which cannot be mutually resolved, shall be referred to the arbitration to any arbitrator chosen by the partners in writing. The decision of such an arbitrator shall be binding on the partners. Subject as aforesaid the Arbitration and Conciliation Act, 1996 and the rules made there under shall apply to the arbitration proceedings under this clause.

15. Governing Law

Except as aforesaid, the Partnership shall further abide by the provisions of the Indian Partnership Act, 1932.

IN WITNESS WHEREOF, the parties have set their hands this _____.

First Party

Name of First Partner

Second Party

Name of Second Partner

Witnesses:

1.

2.