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First Party: Rs \_\_\_\_\_

Second Party: Rs \_\_\_\_\_

The further Capital if any required by the Partnership shall be brought by the partners in their profit sharing ratio.

4. All the Partners of the Partnership are entitled to share profit and losses in the ratio of their respective capital in the Partnership.

5. The business of the Partnership shall be engaged in the business of \_\_\_\_\_.

**Admission of New Partner**

6. No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the Partnership.

7. The capital of the partner may be tangible, intangible, Moveable or immovable property and the incoming partner shall bring minimum capital of Rs. \_\_\_\_\_.

8. The Profit sharing ratio of the incoming partner will be in proportion to his capital towards Partnership.

**Rights of Partner**

9. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said Partnership in the proportion of their capital.

10. Every partner has a right to have access to and to inspect and copy any books of the Partnership.

11. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the Partnership shall have no objection thereto provided that the said partner has intimated the said fact to the Partnership before the start of the independent business and moreover he shall not use the name of the Partnership to carry on the said business.

12. 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.

## Business Sale Agreement

This **Business Sale Agreement** (hereinafter referred to as the "Agreement") is entered into as of \_\_\_\_\_ (hereinafter referred to as the "Execution Date") by and between \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Seller") and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Purchaser"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree to the following:

**1. Background.** The Seller carries on the business of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the "Business").

The Seller owns the assets of the Business and desires to sell certain assets (hereinafter referred to as the "Assets"), to the Purchaser, subject to any exclusions set out in this Agreement and the Purchaser desires to buy the Assets.

**2. Definitions.** The following definitions apply to this agreement:

- The "Assets" to be included in this Agreement include all assets of the Seller. There are no excluded assets. The Assets consist of the following:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets.

### Partnership Agreement

This Partnership Agreement (hereinafter referred to as the "Agreement") is entered into as of \_\_\_\_\_ (hereinafter referred to as the "Execution Date") by and between \_\_\_\_\_ (hereinafter referred to as the "Seller") and \_\_\_\_\_ (hereinafter referred to as the "Purchaser"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

**BACKGROUND**

1. The Parties wish to create a partnership in the business of \_\_\_\_\_.

2. This Agreement sets out the terms and conditions that govern the Partnership in the business of \_\_\_\_\_.

3. IN WITNESS WHEREOF, the Parties have signed and affixed their signatures to this Agreement as of the date first written above.

4. Executed by the Parties, the Parties and their legal representatives (hereinafter referred to as the "Parties") in full accordance with the terms of this Agreement.

5. Name: The first name of the Partnership will be \_\_\_\_\_.

6. Purpose: The purpose of the Partnership will be to operate \_\_\_\_\_.

7. Name: The Partnership will begin on the Effective Date, or such other date as will be determined by the Parties.

13. 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.

**Duties of Partners**

14. That First & Second Party shall actively engage 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

15. Every partner shall account to the Partnership for any benefit derived by him without the consent of the Partnership from any transaction concerning the Partnership, or from any use by him of the property, name or any business connection of the Partnership.

16. Every partner shall indemnify the Partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the Partnership.

17. Each partner shall render true accounts and full information of all things affecting the Partnership to any partner or his legal representatives.

18. In case any of the Partner of the Partnership desires to transfer or assign his interest or shares in the Partnership he has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.

19. No partner shall without the written consent of the other Partners --

I. Employ any money, goods or effects of the Partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the Partnership.

II. Lend money or give credit on behalf of the Partnership or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred

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. A few important advantages of a well-drafted deed are listed: It controls and monitors the rights, responsibilities and liabilities of all the partners. Avoids dispute between the partners. Avoids confusion on profit and loss distribution ratio among the partners. Individual partner's responsibilities are mentioned clearly. Partnership deed also defines a remuneration or salary of the partners and working partners. 7. 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. Partnership firms in India are governed and regulated by the Indian Partnership Act, 1932. AND WHEREAS, vital amendments have been made by the Finance Act, 1992 in the procedure for assessment of firm. The said partners shall be working partners. Shri ..... 6. 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. It specifies the various terms such as profit/loss sharing, salary, interest on capital, drawings, admission of a new partner, etc. A contract between the partners establishes the partnership firm. 9. 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. with its principal place of business at ..... per cent of such amount C. Each partner shall have a right to have access to and to inspect and take copy of the same. 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. It is hereby further clarified that it shall be deemed as change in constitution and not succession. 2. part are not working partners but are only financing, dormant and sleeping partners, 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. 4. years, son of Shri ..... Such amount of remuneration shall be distributed between the said working partners in the following proportion: A. A partnership deed is a partnership agreement between the partners of the firm which outlines the terms and conditions of the partnership between the partners. A partnership firm's smooth and successful operation necessitates a clear knowledge among its members of the numerous policies that govern their partnership, on this ..... 15. That the partners to this deed are partners in their individual capacity/representing HUF styled as M/s. To start any business as partners, entrepreneurs can opt for a written document, known as Partnership Deed to run and operate their businesses. A partnership deed is an economical, simple, and convenient way of starting a business together. 4. That interest at the rate of \_\_\_ 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 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 Partnership Act, 1932 provides that if the partners want, they may register the firm with the Registrar of Firms of the state in which the firm's main office is situated, on the terms and conditions incorporated in the Partnership Deed executed on ..... 17. That the parties of ..... That the parties of the ..... 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 \_\_\_\_\_. Further capital, loans or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners. Click the generate now button Answer few simple questions Preview the partnership deed created by our system. Download your partnership deed Submit the file to the Registrar of Firms of the State in which the firm is situated. Download Word Doc resident of ..... (Hereinafter to be called the First Party); Shri ..... The said partners shall not be liable for any liability, civil or criminal, against the partnership firm or other partners, resident of (Hereinafter to be called the Third Party); Shri ..... 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. 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. This is what the partnership deed is for, by and between: Shri ..... 3. 3. That the amount lying to the credit of the partners as on \_\_\_\_\_ shall be deemed as their capital investment. 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. .... per cent of such amount B. under the name and style of M/s. .... 14. 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. aged about ..... Download Word Doc DRAFT OF PARTNERSHIP AGREEMENT This Deed of Partnership is made at ..... the parties of the ..... 11. That the books of account shall be closed on 31st day of March each year. 13. 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, 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. 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. You are already at the right platform to create your partnership deed online. Name & addresses of all partners Date of establishment of the partnership firm Capital contribution by every partner Guidelines for the operations of firm's bank accounts Profit and loss sharing ratio of each partner Interest rate on borrowed capital or loan Duties & rights of each partner Rules in case of admission, retirement or death of partner Any other aspect regarding the code of conduct of business These clauses are suggested to be added in a Partnership Deed. 2. That the partnership business has been and shall continue to be that of ..... Partnership deeds can be oral or written; however, an oral agreement is of no use when the firm has to deal with tax. A few essential characteristics of a partnership deed are: The name of the firm. Name and addresses of the partners. Nature of the business. The term or duration of the partnership. The amount of capital to be contributed by each partner. The drawings that can be made by each partner. The interest to be allowed on capital and charged on drawings. Rights of partners. Duties of partners. Remuneration to partners. The method used for calculating goodwill. Profit and loss sharing ratio. Partnership Agreement Template consists of the below-mentioned components that are required to be duly filled by the members in order to register their firm as a partnership, day of ..... resident of ..... (Hereinafter to be called the Second Party); Shri ..... 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. .... 8. That the partnership has been and shall be a partnership at will. It clarifies terminology such as profit/loss sharing, salary, interest on capital, draws, new partner admission, and so on for the benefit of the partners, and Shri ..... 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, resident of (Hereinafter to be called the Fourth Party). WHEREAS, the parties to this deed have been carrying on the business of ..... 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, aged about ..... and propose to continue in future be reduced to writing to avoid future difficulties or misunderstanding. You can remove or add any other clauses at your convenience. 16. 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. The purpose of a partnership deed is to provide a clear understanding of the roles of each partner, which ensures the smooth running of the operations of the firm. The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion. However, in the case of non-banking business, the partners can exceed up to 20 partners. The parties do not represent any other person. You just need to follow some easy steps to create a partnership deed. 18. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. If you also want to register your partnership deed, then follow these steps: NOTE: After registering as a partnership firm, all the partners are required to sign and specify the date of signature in the partnership deed. This signed document needs to be witnessed by an individual above 18 years of age who shall not be among the partners or members (excluding spouses or family members of any partner). A copy of the partnership deed should be kept with each and every partner of the firm. aged about ..... 5. That Shri ..... However, interest is paid to each partner who has invested capital in the business. Partners are the individuals that join together to form a partnership firm. Read Importance of partnership deed to know more! The minimum age to become a partner is 18 years at the time of registration, in order to bring clarity to the partners, 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. So let's understand important details for creating a Partnership Deed online. 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. 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. 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 ..... aged about ..... parts have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm. The parties of ..... A minimum of 2 and a maximum of 10 partners can form a partnership if a firm is in the banking business. 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. 10. 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. .... Shri ..... with its principal place of business at ..... 19. That all disputes and questions in ..... 12. 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.

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