

Deed of Partnership

This Partnership Deed (hereinafter referred to as the "Deed") is made and shall be effective as on the effective date [Date],

By and Between

[Partner Name] (hereinafter referred to as the "First Party"), having its principal place of business at [Address], and;

[Partner Name] (hereinafter referred to as the "Second Party"), having its principal place of business at [Address]

The Partners are collectively referred to as the "Parties" and individually as "Party".

WHEREAS both Parties are desirous of carrying on business under the trade name of [Name of the Business] in Partnership; and

WHEREAS the Parties desire to enter into the Partnership Deed to regulate the terms and conditions that govern the Partnership

NOW, THEREFORE, this Deed sets out the terms and conditions between the Parties and agree as follows.

Terms and Conditions

1. Name of the Partnership

The name of the Partnership shall be [Partnership Name]. It shall come into force as on the date [Date], and shall be for an indefinite period unless determined otherwise.

2. Purpose

The purpose of the Partnership is [Purpose]. The firm shall also conduct such other lawful business as decided by the Partners. The firm shall have the power to fulfill the objectives of the company and conduct any such lawful business activities.

3. Place of Business

The principal place of business shall be [Address] as determined by the Partners. All Business activities shall operate from above-mentioned location.

4. Capital Contribution

Each Partner shall contribute the capital to the firm either in cash, goods, or property on agreed values as follows:

Partner Name	Description of Capital	Amount
[Partner 1]	[Description]	[\$0.00]
[Partner 2]	[Description]	[\$0.00]

5. Interest on Capital

No borrowing charge or Loan interest shall be due or payable to any partner on their agreed capital contribution inclusive of any agreed additional capital contributions.

6. Financial Decisions

Any financial decisions regarding the distribution of profits, Withdrawal of Capital, allocation of losses, or the requirement of additional capital shall be decided by the unanimous vote of the Partners by written consent.

7. Profit and Loss

Any profit and loss of the Partnership shall be borne by both the Partners equally during the Partnership Deed.

8. Partnership Annual Report

The Partners ensures that at the end of every financial year the Partners shall prepare an Annual Report which includes the statements of Partners income, any tax returns filed by the firm, balance sheet, cash flow statement, breakdown of profit, and loss of each Partner.

9. Audit

The Partners agree to appoint an independent Auditor for the firm. An internal audit shall be conducted by generally accepted accounting standards. All the accounts of the firm will be audited weekly.

10. Management

Except as all partners otherwise agree in writing, all decisions with regards to management, operations, and control of partnership and business will be decided by the unanimous vote of partners.

11. Admitting a New Partner

Any new partner shall only be added by written consent of all existing partner. The New Partner shall abide all terms and conditions of the partnership deed. The business interest of the new partner shall be decided by new partners unanimously in writing.

12. Dissolution

Except as otherwise in this deed, the partnership shall dissolve only with the unanimous consent of all partners in writing.

13. Arbitration

In the event of any dispute arising in and out of this Deed between the Parties, it shall be resolved by Arbitration. There shall be [Number of Arbitrators] Arbitrators which shall be appointed by [Party(s) Name]. The venue of Arbitration shall be [Venue/Location of Arbitration] and Seat shall be [State of Seat]. The Arbitrators' decision shall be final and will be binding on both the Parties.

14. Miscellaneous

- 1. Severability: In the event, any provision of this Deed is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this Deed, and all other provisions shall remain in full force and effect as valid and enforceable.
- 2. Governing Law: This Deed shall be governed in all respects by, and be construed in accordance with, the laws of State of [State].
- 3. Notices: Any notices required or permitted by this Deed shall be in writing and delivered by certified mail or courier to the above-mentioned address.
- 4. Entire Agreement: The Entire Deed herein set forth by the Parties hereto is binding upon both the Parties.

Acceptance and Signature

IN WITNESS THEREOF, the Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Assign signer 1 Signature Name Date	Assign signer 2 Signature Name Date
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