

DRAFT PARTNERSHIP DEED

This deed of partnership made this _____ day of _____ BETWEEN

- 1) _____ S/O _____ residing at

- 2) _____ S/o _____ residing at

WHEREAS the party hereto of the first part Sri _____ has been carrying on business with Hindustan Petroleum Corporation as a sole proprietor/Partnership under the name and style of M/s. _____ at _____ since _____.

WHEREAS the party hereto of the first part felt that he could not run the business by himself due to the reason of his health condition since a long time / died/retired**(to be suitably worded so as to suit the requirements)**

WHEREAS the party hereto of the first part has asked the party hereto of the Second part to join the partnership for which he has accepted to do so being given a share of ___% in the profits and losses of the business.

WHEREAS THE parties hereto have agreed to constitute a Partnership in becoming partners thereof to carry on and continue the business in partnership on the terms and conditions hereinafter appearing.

1. "The objects of the partnership shall be carrying on business of purchasing and selling of Petroleum Products of Hindustan Petroleum Corporation Limited and to deal with business of distribution of packaged LPG cylinders (both Non Domestic Industrial and commercial) of HPCL and related accessories like gas stove, gas hose, etc., as permitted by HPCL **and in compliance with the terms and conditions of the Dealership Agreement signed by the first and second parties with HPCL.** The firm should not carry out any other business from the premises without the prior approval in writing from HPCL".
2. Name: The name & style under which the business of the firm shall be done is " _____ ".
3. Commencement of Business: The partnership shall come into operation with effect from _____ for the purpose of carrying on business as a partnership firm and for ascertaining the profits and losses in business for division between the partners.
4. Place of business: The principal place of the business of the firm shall be that of _____ owned by the first party.

5. Nature of Business: The business of the firm shall be to carry on the _____ Dealership as per the terms and conditions of Dealership Agreement signed with Hindustan Petroleum Corporation Ltd.
6. Capital: The capital required for the business shall be contributed by the partners at their conveniences. Such capital shall be *recorded* in the books of account immediately. In case, the capital contributed by the partners is not sufficient to meet the business requirements, such additional capital may be invested by the partners at their option or it may be borrowed from others for interest at market rates. The amounts so borrowed shall be recorded in the books of account immediately, otherwise they do not bind the firm. However, such borrowings if any will be without creating any charge by way of pledge/mortgage etc. of the property of HPCL.
7. Workings: Both the partners shall be responsible for and entitled to carry out the day to day functioning of partnership firm.
8. Working expenses: Nothing precludes the partners from drawing the amounts from the firm.
9. BANK ACCOUNTS: That the firm shall maintain one or more than one Bank Accounts with one or more than one Bank of repute. The same shall be operated by both the parties.
10. Accounts: That the firm shall regularly maintain in the ordinary course of business, a true and correct account all its incoming and outgoing and also of all its assets and liabilities, proper books of accounts. which shall ordinarily be kept at the place of business, and an account shall be taken once in every year as on the 31st day of month of March for the profits and losses of the business carried on by the firm and a Balance Sheet prepared of the firm's assets and Liabilities as on that date which shall be signed by the partners and a copy of which shall be supplied to each partner. Every partner shall have access to the books and the right to verify their correctness.
11. Shares in profits and Losses: The share of the parties hereto in the net profits and losses of the business shall be as follows namely:-

FIRST PARTY : _____ %

SECOND PARTY : _____ %

and the amount falling to the share of each party, on the taking of accounts aforesaid, shall be credited, as the case may be, to his personal account in the books of the firm

12. Discharge of partner's Debts: The partners shall regularly pay and discharge their separate debts and liabilities and indemnify the firm against the same.
13. "No partner shall have right to transfer, sell, mortgage or encumber in any manner, his right, title or interest in the partnership business or its assets and shall not do or cause to be done such thing or act whereby his interest in the partnership business may, in any manner be encumbered".
14. Except with the previous written consent of the HPCL the partners shall not enter into any agreement/contract/undertaking with any person and shall not affect any change in the Dealership Agreement or constitution of the firm. Any partner of the firm cannot give his share or interest to any other person as mortgage, gift or sale without the prior written approval from HPCL.
15. "The partners of the firm are not empowered to change the constitution of the firm in any manner. That, no partner can induct any new member in the firm without prior approval in writing, from HPCL. In case of retirement of partner at his will, he should give 3 months' notice to the other partner(s) as his intention to do so with prior written approval from HPCL and then only retirement can take place. Upon the death of any partner, the firm will stand dissolved but the existing partner(s) can propose to reconstitute the firm with prior approval in writing from HPCL."
16. All notices required to be given to either partner hereunder shall be deemed to be duly served if addressed to such partner at the office of the firm and sent by registered post.
17. The duration of the firm shall be for continuous period subject to terms of the Dealership agreement entered with Hindustan Petroleum Corporation Limited only.
18. In case the partners decide to alter, change, amend or modify any clauses of this deed of partnership it shall come into force only after obtaining prior approval in writing from Hindustan Petroleum Corporation Limited, on adequate stamp papers and it shall be treated as part and parcel of this original deed of partners
19. The firm shall be registered under the Indian Partnership Act.
20. All the Partners of this Partnership Firm are jointly and severally liable for action by HPCL in respect of irregularities and malpractices, if any, that were committed by Shri _____, as Sole Proprietor of M/s _____ / OR Shri _____, Shri _____ (give names of all the partners) partners of the previous Partnership Firm.

21. That all provisions of the Partnership Act, 1932 are applicable in dealing with the matters of partnership firm which are not specifically mentioned in the partnership deed.

IN WITNESS WHEREOF the partners above mentioned have set their hands in token of execution of partnership *deed* after careful consideration, taking legal aid, consulting well-wishers, read over the contents of the deed and understanding the same with their free will and gave consent on the ____ day and the _____ year first above written.

FIRST PARTY

SECOND PARTY

Witness : 1)

2)