Partnership with respect to Particular adventure/ Particular partnership

When a partnership is formed for a specific, limited purpose or project, it is called as a particular partnership. Unlike a general partnership, which operates continuously and engages in various business activities, a particular partnership exists only to accomplish a particular task or undertake a specific venture. Once the objective is achieved or the project is completed, the partnership is typically dissolved.

**Partnership deed with respect to particular adventure.**

**This partnership deed** is made on this….. day of……in the year……amongst :

1. [First Partner’s Name], [Son/Daughter] of [Mr. Father’s Name], residing at [Address Line 1, Address Line 2, City, State, Pin Code] having PAN…………….. hereinafter referred to as FIRST PARTNER. (which expression shall, unless it be repugnant to the subject or context thereof, include his/her legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the “First Part”);
2. [Second Partner’s Name], [Son/Daughter] of [Mr. Father’s Name], residing at [Address Line 1, Address Line 2, City, State, Pin Code] having PAN…………….. hereinafter referred to as SECOND PARTNER (which expression shall, unless it be repugnant to the subject or context thereof, include his/her legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the “Second Part”);
3. [Third Partner’s Name], [Son/Daughter] of [Mr. Father’s Name], residing at [Address Line 1, Address Line 2, City, State, Pin Code] having PAN…………….. hereinafter referred to as THIRD PARTNER (which expression shall, unless it be repugnant to the subject or context thereof, include his/her legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the “Third Part”);
4. [Fourth Partner’s Name], [Son/Daughter] of [Mr. Father’s Name], residing at [Address Line 1, Address Line 2, City, State, Pin Code] having PAN…………….. hereinafter referred to as SECOND PARTNER (which expression shall, unless it be repugnant to the subject or context thereof, include his/her legal heirs, successors, nominees and permitted assignees and hereinafter called the Party of the “Fourth Part”);

Which expressions shall include the heirs, successors, representatives, executors, administrators and assigns of the respective parties.

Whereas the first party hereto is commencing a business of ….. for the financial year …., and has been instructed by the relevant authorities to remit a sum of Rs ….. by ….. of this month.

And whereas the first party is unable to arrange payment of the specified sum of money and to independently supervise the said business, he wishes to continue the business in form of partnership,

And whereas the second, third and fourth parties hereto expressed their desire to join the first party as his business partners and to contribute towards capital of the partnership firm and to supervise its business by actively participating in the conduct of the business of the said firm.

And whereas the parties hereto have also decided to reduce in writing the terms conditions and stipulations of the partnership defining the rights, relations and obligations between the parties *inter se*, in order to avoid any confusion and differences resulting in disputes,

Now this deed of partnership witnesses as under :—

* + 1. That the object of the partnership is to run a business of ….. for the financial year...
    2. That each party hereto have associated with all the other three joined as their business partner on the ….. day of ..... in the year ….. and a partnership firm consisting of first party, second party, third party and fourth party hereto has come into being on the said……
    3. That the partnership business shall be run in the name and style of….. The parties hereto may change the name of the partnership firm with their mutual consent.
    4. That the principal place of the business for the partnership business shall be….. The parties may change the principal place of business to any other place within the area which is covered by the business operations ............. The partnership firm may open branch or branches in accordance with the requirements of the business anywhere within their area of operation or as decided by all the partners together.
    5. The partners and their successors shall continue as partners from the date of this deed for one year, provided at least two partners remain alive. If a partner dies, their heirs, successors, representatives, executors, administrators, assigns, and nominees will become partners in their place, according to the provisions in this agreement.
    6. That any partner may retire from the partnership and for that purpose he shall be required to give a month's notice to other parties hereto and after retirement of such partner, the remaining parties or their heirs, successors, representatives, executors, administrators, assigns or nominees shall continue the partnership business on the terms conditions and stipulations contained herein.
    7. Any partner may sell or mortgage their share, but must first offer it to the other partners via registered letter, who have the first right to purchase it at a value set by an auditor. If the outgoing partner rejects this valuation, a second auditor will assess, and the average of the two valuations will be final and binding.
    8. That every partner shall attend diligently to the business of the partnership firm and carry on the same for the greatest advantage of the partners of the firm.
    9. That no partner shall have authority to sell-Off or encumber any of the assets of the firm, borrow any money or incur any liability on behalf of the firm without consent of the all other partners of the firm.
    10. If any partner breaches the terms of this agreement, they will receive a show cause notice. If their explanation is unsatisfactory, they may be expelled from the partnership.
    11. That the capital of the partnership firm shall be the sum of Rs. ... made up and raised by contribution of the parties hereto in the following manner :

First party - Rs. .. ..... by way of deposit into Rs. ... in cash

the Treasury at the time of auction.

Second party Rs. .... in cash

Third party Rs. .... in cash

Fourth party Rs. .... in cash

The capital of the partnership firm may be increased in accordance with the requirement of the business of the partnership firm and each party hereto shall contribute towards capital of the firm to such an extent as is decided by the parties mutually in this regard.

* + 1. That the parties hereto shall be entitled to interest on the amount contributed towards the capital of the firm and the firm shall pay them interest on such amount at the rate of .......... per cent per annum.
    2. That each party hereto shall participate in conduct of the business of the partnership firm actively and diligently to the greatest common advantage of the partnership, and shall be just and faithful to each other and shall render true account and full information of all things affecting the firm to the other partners.
    3. That the partners of the firm shall be entitled to draw salary at the rate of Rs. ….. per month.
    4. That true and proper account of the business affairs of the partnership firm shall be maintained in the regular course of business and each party hereto shall have access to such account and entitled to have copies of such books of accounts. Such books of accounts shall be kept at the principal place of business of the partnership firm.
    5. That accounting year of the partnership firm shall be from 1st day of April to 31st day of March consisting of twelve months.
    6. That at the close of the accounting year, the accounts of the partnership firm shall be closed and trading account profits and loss account and balance sheet shall be drawn and the profit or the loss, as the case may be, shall be distributed amongst the parties hereto in the manner provided in clause 18 hereto.
    7. That the profit or the loss as the case may be, shall be divisible amongst the parties hereto in the following proportion :

1. First party ......%

2. Second party...%

3. Third party….. %

4. Fourth party ...... %

* + 1. That if any party hereto, on request of the other parties advances any money to the firm over and above his share in the capital of the firm, he shall be entitled to interest on such amount of advance @ ............% per annum.
    2. That the parties hereto shall be entitled to charge interest on their contribution towards capital of the firm at the rate of ............ per cent per annum.
    3. That the partnership shall stand dissolved on the thirty first day of March......... or on a date when date prescribed for the business terms of operation.
    4. This partnership shall be dissolved upon the completion of the specific project or business undertaking for which it was formed, or upon mutual agreement in writing by all partners.
    5. That all parties hereto shall be entitled to draw out such sum not exceeding Rs …. in each month as may be mutually agreed upon by them.
    6. That account of the partnership firm shall be opened in a bank which shall be operated by joint signature of any two of the parties hereto.
    7. That any party found guilty of breach of the terms and conditions of the partnership contained herein shall be expelled from the partnership provided, he shall be given an opportunity to explain his conduct and if his explanation is found not satisfactory such expulsion shall be affected.
    8. Med-Arb Clause: Any dispute arising out of or relating to this Partnership Deed shall first be submitted to mediation, mediator being …………………………….. in accordance with the Mediation Act, 2023. If the dispute is not resolved within….. [days/months] from the start of mediation, it shall then be referred to arbitration administered by ……………………………….. in accordance with the Arbitration and Conciliation Act, 1996. The mediator may, with the written consent of all parties, also act as the arbitrator. The arbitration award shall be final and binding. Both mediation and arbitration proceedings shall be confidential. The costs shall be borne equally by the parties, unless otherwise agreed or awarded by the mediator/arbitrator..
    9. That for other matters not specifically mentioned in this deed of Partnership, the provisions of the Indian Partnership Act 1932, shall apply.

In witness whereof the parties hereto have signed this deed in presence of the witnesses under named on the date aforementioned at .....

Signed, Sealed and delivered by ....... the first , party, in presence of :

Signature

Signed, Sealed and delivered by …… the second party, in presence of :

Signature

Signed, Sealed and delivered by ……... the third party, in presence of :

Signature

Signed, Sealed and delivered by……… the fourth party, in presence of :

Signature