PARTNERSHIP DEED

This deed of Partnership is made and executed on this ____ day of _____, 20__ between the following:

Sh. _____ s/o _____ aged about _____ years, resident of _____, hereinafter referred to as **Ist Party**;

And

Sh. _____ s/o _____ aged about _____ years, resident of _____, hereinafter referred to as **2nd Party**;

Sh. _____ s/o _____ aged about _____ years, resident of _____, hereinafter referred to as **IIIrd Party (if applicable)**;

Whereas the first party was carrying on the business of sale/marketing of petroleum products under the name and style of _____ as partner/proprietor;

Whereas Smt./Sh. _____ has retired from the partnership firm w.e.f. _____;

And whereas the first party is desirous of inducting the second party as a minority partner to run the retail outlet as partners;

WHEREAS the above said parties hereto i.e. Ist Party, 2nd Party (and 3rd Party) have joined hands together and have constituted a contractual partnership w.e.f. _____ to carry on partnership business as a dealer/distributor of MS/HSD/LPG etc. (as applicable) under the name and style of _____;

AND WHEREAS the above said parties hereto desire that the terms and conditions on which they have agreed to work may be reduced in writing to avoid dispute, if any, in future.

NOW IN CONSIDERATION OF mutual covenant herein contained, it is agreed as under:

1. That the partnership hereby formed has come into existence w.e.f. _____ date, in-principle approval is accorded by M/s Indian Oil Corporation Ltd.

2. That the partnership business will be carried under the name style of _____ or under any other name and style as may be mutually decided, but with prior written **approval of the Indian Oil Corporation Ltd.**

3. That the partnership hereby constituted is to engage in the business as a dealer/distributor of MS/HSD/LPG etc.

4. That the principal place of business of the firm is at _____.

5. That necessary capital as well as further funds required for the purpose of partnership business shall be contributed or arranged by the partners in such manners as may be mutually agreed upon by and between the parties from time to time.

6. That interest @ 12% p.a. or as may be prescribed u/s 40(b)(iv) of the Income-tax Act, 1961 or any other applicable provision as may be enforced in the income tax assessment of the partnership firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of the account of the partner. Such interest shall accrue and will be calculated and credited to the account of each partner at the close of the accounting period. However, in case of loss, inadequacy of profit or for any other reason, the partners may mutually decide not to pay any interest or pay interest at a lower rate as may be mutually agreed/decided between the partners from time to time.

7. That usual and customary books of accounts shall be maintained for the business of the firm which shall so far as possible be closed every year on 31st March according to the financial year.

8. That a statement of profit and loss of the trading of the firm shall be prepared every year and after adjustment of business and incidental expenses as well as interest payable to partners and remuneration payable to partners in accordance to the clauses of this deed of partnership, the balance profit or loss shall be divided between the partners on the close of the accounting year in the following proportions:

Name of the part	**Share in Profit**

ner	**& Loss**
1st Party	____%
2nd Party	____%

9. That no duration of the partnership firm hereby formed/constituted is fixed. However, any change in the constitution of the firm arising out of death, insolvency, retirement or any reason whatsoever shall not be given effect to without the prior written approval of the Corporation.

10. That the parties may borrow money for the business of the firm in the name from any person, bank company, Coop. Society, Govt. Institution or body on such terms & conditions and at such rate of interest as may be mutually agreed upon between the parties against firm's assets and/or their personal assets.

11. That the parties may, by mutual consent, open account with one or more bankers in the name of or on behalf of the firm. The said account shall be operated **jointly by both the partners**.

12. That whenever any difference or dispute shall arise between the parties hereto touching these presents or anything herein contained or the operation thereof, the matter in difference or dispute shall be referred to the Arbitrator to be appointed by the parties to this deed. The decision of the Arbitrator shall be final and binding on the parties to this deed. In all other respect, the provisions in that behalf of the Indian Arbitration and Conciliation Amendment Act, 2015 or any other subsisting statutory modification thereof shall apply.

13. That in case of death of any of the parties hereto, the partnership firm shall not be dissolved but the legal heir of the deceased partner shall be admitted to the partnership in place and instead of the deceased partner and subject to such term and condition as may be mutually agreed upon by the surviving partners concerned and the legal representatives of the deceased partner after taking prior written approval of M/s. Indian Oil Corporation Ltd.

14. That no partner is responsible for the personal debt of the other partner.

15. That for all other purposes, the relations of the parties shall be governed by the provisions of the Indian Partnership Act, 1932.

16. **That the assets & liabilities of the erstwhile firm have been taken over by the new firm and that they shall keep IndianOil Corporation Ltd. harmless and indemnified as a result of the said change.**

17. Notwithstanding anything contained herein no partner shall sell, assign, mortgage, charge or part with or otherwise transfer property of the firm or his interest in the partnership without consent of all partners and prior written permission of Indian Oil Corporation Limited.

18. That Firm shall conduct the business strictly as per the terms and the conditions of the dealership/distributorship agreement executed/which will be executed with Indian Oil Corporation and Marketing Discipline Guidelines and or any other Guidelines/Policy of Indian Oil Corporation/Union Of India. The parties shall not either individually or jointly act or cause to act in any manner whatsoever that may violate any of the terms and conditions of the Dealership/distributorship agreement aforesaid and shall take adequate precaution at all times, to protect the Dealership/distributorship from termination by the Indian Oil Corporation Limited.

19. The partners shall not alter, add, amend, substitute or change in any way, any of the clauses of the partnership deed without the express written permission from the Indian Oil Corporation Ltd.

20. That no partner shall retire from the firm without consent of all partners and written permission of Indian Oil Corporation Ltd.

21. No other business shall be carried out by the firm without prior written permission of Indian Oil Corporation Ltd.

22. That shares of the partners in the firm shall not be changed without written permission of Indian Oil Corporation Ltd. That no partner shall sell, assign, mortgage, charge or part with or otherwise transfer his interest in the partnership without consent of all partners and written permission of Indian Oil Corporation Ltd.

IN WITNESS WHEREOF the above said parties hereto have put their respective hands on this deed of partnership in the presence of the following witnesses:

Witnesses:

1. _____

Partners:

1st Party (_____

_)

2. ____________________ 2nd Party (______________________)