

Partnership

PARTNERSHIP DEED

THIS DEED OF
PARTNERSHIP is made and entered into in the city _____ on
_____.

Memorandum of Understanding

This MoU is executed by Disha Arogya Dham
Sansthan (DADS), a society registered under society Act, 1958,
having its
registered office at, **G-2, HANUMANT APARTMENT, 12-SHANKAR
VIHAR, KEDIA
PLACE ROAD No. 1, MURLIPURA, JAIPUR-302039.** Through its
authorized
representative Mr.Pankaj Rohilla President of the NGo,
hereinafter referred to
as the "Training Provider" (Which expression will unless
repugnant to
the context or meaning of its mean and its liquidators, heirs
entative,
administrators, executors , successors and assigns)

AND

a company firm / society / ngo / trust incorporated under —

Act, having
its registered office at _____ (-----),
through its authorized representative _____, S / o _____,
Aged – years, designation President, hereinafter referred to
as the
“Associate Training Partner” i, e. ATP (which expression will
not
affect the context or meaning of its mean and include its

WHEREAS the parties
hereto have agreed to start a business in partnership and
all the above mentioned parties desire the term and conditions
of the
Partnership be reduced in writing in
order to avoid any dispute or ambiguities which may arise in
future.

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESS, AS FOLLOWS

1. **Name:-** The Name of
partnership Firm Shall be M/s **DISHA AROGYA DHAM
FOUNDATION, G-2,
HANUMANT APARTMENT, 12-SHANKAR VIHAR, KEDIA PLACE ROAD
No. 1, MURLIPURA,
JAIPUR-302039.**

▪ **Commencement:-** That the
Partnership shall be deemed to have been commenced with
effect from the date of
execution of this agreement.

▪ **Aims and Objectives of the SOCIETY**

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- Protection of Child Right/ Human Rights;
- To provide girls' child education;
- Water and Sanitation awareness programme;
- To prevent Human/Child trafficking;
- To prevent child marriage/Child labour/Child begging etc.
- Running of destitute home,
- Children home/Girls' child home, Shelter home, HIV positive cases home etc.
- To take care old age persons, to take care widows.
- To provide free legal aid and as well as medical assistance to the poor.
- Work in the Field education, Sanitation, Drinking water and other Social Sector;
- Scholarship for students.
- To start Vocational training programs;
- To encourage people for Pollution Free Environment ;
- To create awareness against smoking, intoxicants.
- To provide treatment of cancer, HIV and other cases;
- Awareness against Good touch, Bad touch;
- To run Fit facility centre;
- To run Centre/home for mentally retarded & challenged children;
- Education for all children;
- To take care of Trans-gender children and Orphans;
- Campaign against Social evils – like dowry, Female Feticide etc.;
- To take care of OAS (Orphans, Abandoned & Surrendered) children.

▪ **The**

Purpose: – Making people aware of health through ayurveda and natural medicine.

▪ **Place:** -

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- Both Partners are agree that mode of sales will be by credit/debit card/paytm or similar method and cash transaction will be avoided but in case cash transaction are done, all cash would be deposited in bank account by next day without fail.

By all Partners as their capital and further capital will be introduced as per requirement of work from time to time as mutual understanding between them by any Partner as per need of business.

- **Shares:-** That the profits and losses of the Partnership amongst the parties in the following manner:

S. No.	Name of Partners	Share of Net/Profit loss
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1.	Pankaj Rohilla	50%
2.		50%

▪ **Capital & Working of the firm:-** Mr Pankaj Rohilla (First Party) is the Sole Investor and shall be responsible for investing the capital in the above business with the share of 50% partnership. Mr. _____ (Second Party) is the Working Partner in the business and shall be devoting their time and attention to the business. Mr _____ being working partner is responsible for all the day to day activities, promotional and to ensure smooth functioning of the café.

▪ **Interest on Capital:-**The partners shall be entitled to interest @ 12 % per annum or such which may be allowed as per provisions of Income Tax Act or any other law for the time being in force on the capital contributed by them of their share of capital.

1. **Accounts:-** That all the necessary and proper accounts as are commonly maintained in this line of business shall be maintained and caused to be maintained by the partners and entries shall be made therein of all such transactions as are usually entered in the books of accounts. The accounts shall be open for inspection to all the

other partners who shall also be entitled to make extracts and copies there from as they deem fit. Such accounts maintained in regular course shall be binding on all the parties unless any manifest error is pointed out in writing by the parties within reasonable time, in which case the same shall be rectified. All profits will be distributed on monthly basis on decided ratio after deducting expenses.

1. **Management:-** That the partnership shall be managed and supervised by all the partners. All the partners shall be liable to do all the acts for the firm and to appear before any authority on behalf of the firm. However any one partner shall also be entitled to appear before any authority on behalf of the firm and can do any act in the behalf of the firm which shall be binding on all the partners.

1. **That all the partners shall:**
2. Carry on the partnership to the maximum common advantage.
3. Be just and faithful to each other and render true account and full information of all the things effecting the partnership to one other.
4. Be liable for their separate and private liabilities and the firm will not responsible for the personal liabilities and

debts of the partners.

1. That

all the acts:- deeds and things done in the good faith by any one party or parties hereto either done in his own name or in the name of the partnership in connection with or in furtherance of the partnership shall be deemed to have been done by him on behalf of all the parties hereto and this partnership and the other parties shall be duly bound thereby.

1. Death:- In case of

death of any of the parties, the legal heirs shall be entitled to become the partner of the firm along with the surviving partner. In case the legal heirs are not interested to become the partner, then as assessment of all assets and liabilities of the firm shall be made as on the date of the death and balance of the capital as well as the profit/loss shall made be paid to the legal heir as per the books of account of the firm and as per the assessment made.

1. Misconduct:- If any

Partner of the firm is guilty of any misconduct affecting the firm or the other parties, the other parties may notify in writing to such party who shall make amendment for such misconduct to the satisfaction of the

other parties within a reasonable time of such notice, otherwise, he shall be deemed to have automatically retired from the partnership of the firm and his rights and liabilities shall have been determined accordingly as provided already.

1. **Terminations:-** The partnership is at will and on the termination of the partnership the parties hereto shall cause a full and accurate inventory to be prepared of the affairs of the partnership taking into account all the assets, liabilities existing or contingent as well as the goodwill of the partnership. Losses including deficiencies of capital, be paid first out of profits, next out of capital and lastly, if necessary by the parties individually in the proportions to which they were entitled to share profits. The assets of the firm including any contribution by the parties to make up deficiencies of capital shall be applied in the following manner and order:
 2. In paying the debts of the firm to third parties.
 3. In paying to each partner reasonably what is due to him from the firm for advances as distinguished from capital.
 4. The residue, if any, shall be divided among the partners in the proportion in which they are entitled to share profits.

1. **Admission,**

Retirement of Partners :-

Admission:

A new Partner may be admitted with the consent of all the Partners when they desire on such terms and conditions as may mutually be decided by all the partners and the same shall be notified to the Registrar of Firms of jurisdiction.

Retirement:

Notwithstanding anything contained in this agreement, it shall be lawful for a partner to retire from the firm on giving not less than sixty days previous notice in writing of his intention in that behalf and on the expiry of such notice the partnership of such partner in the firm shall terminate and the firm shall continue as regards the other partners.

Any Partner of the firm may retire from the firm on such terms and conditions as mutually agreed among the partners at that time and the retiring partner shall not be entitled to any share in the goodwill of the firm.

1. **Arbitration:**- That in the event of any dispute between the parties or their legal representatives about the interpretation of this deed, of their rights and liabilities there under any matter whatsoever touching upon the partnership affairs whether in course or on the about termination of the partnership or thereafter shall be settled by arbitration and the provisions of the Indian Act, shall apply in that behalf.

1. The Duration of Firm shall be at Will.

- That the matter not specifically provided in this deed, unless, otherwise, mutually decided shall be governed by the provisions of Indian Partnership Act.
- Notwithstanding anything started or provided herein, the partners shall have full rights and discretion to modify after or vary the terms and conditions of this partnership deed in any manner whatsoever they think fit by mutual agreement.
- **Declaration:**-If any declaration, statement or information given by you is at any time found to be false or untrue, or if any

material information is suppressed, or misbehavior, indiscipline by you, your membership will be terminated forthwith without any notice or compensation in lieu thereof

- **Jurisdiction:-**In case of any dispute arise out, such matters shall be decided in the competent Court of Law at Jaipur jurisdiction only.
- **Security:-**Second Party Blank check will be taken from name(————) Bank Name——Cheque No———— which has been redeemed to cover the dues provided by the dads. The other party does not pay the dads money for any reason or deception, in that case the dads will compensate for their losses by check if the check given by the other party is bounced due to incorrect reasons and in case of legal action on the other party. For dads will be barred.

Document:- 3Passport size photo 2 Identity Card 3 Blank Check 4 Photo Copy of Dr. Certificate

Witness where
of the parties hereto signed this deed on the

Signature of Partners

Name of Partner	Signature of Partner	Name, Address & signature of witness
Pankaj Rohilla		