

بسم الله الرحمن الرحيم

ان الله هو الرزاق ذو القوة المتين

الحمد لله ذي الجلال والكبرياء، وصلى الله على خاتم الانبياء، وعلى وصيه سيد الاوصياء، وعلى الائمة من ذريتهما الاتقياء، وعلى دعائهم المطلقين الاصفياء، لا سيما على الداعي الاجل الراقي الى اعلى عليين، سيدنا ومولانا ابي القائد جوهر محمد برهان الدين رض، وعلى منصوصه الداعي الاجل الثالث والخمسين، شمس الدعاة المطلقين، نائب ال طه وياسين، داعي العصر والحين، سيدنا ومولانا عالي قدر مفضل سيف الدين طول الله عمره الشريف الى يوم الدين

Date of commencement of the partnership		Place	
Duration of the partnership			

Type of Business	
Business Name	
Business Description	

Section 1 – Details of Investing Partner(s)

.Sr .No	Name of the Partner	.ITS No	Capital (Amount)	(%) Capital	Ratio of Profit (%)	Percentage of loss (to be borne) should be equivalent to the percentage of capital investment	

Section 2 - Details of Working Partner(s)

.Sr .No	Name of the Partner	.ITS No	(%) Ratio of Profit

Section 3 - The Legal Status of the Partnership

- 3.1 The legal status of this partnership is _____.(partnership, PVT LTD, LLP, AOP, Others)
- 3.2 Our activities will be in compliance with the attached legal documents. Should any stipulation of these legal documents contravene the laws of Shariat Mohammediyah, our activities will then be in accordance with this Partnership Deed

Section 4 – Mutual Consent

- 4.1 All partners will be aware of the business activities of the partnership; each activity will be conducted with agreement of all partners
- 4.2 None of the partners will partake in any act which is forbidden by Shariat, especially those involving any form of interest

Section 5 –Distribution of Profit

- 5.1 The profit ratio of each partner has been determined with mutual consent, and they will draw their shares of profit accordingly
 - 5.2 Each partner will draw his/her share of the net profits every _____.months
 - 5.3 :The distribution of profit will be as follows
-
-

Section 6 - Loss

- 6.1 .Each partner will bear the loss incurred according to his/her share of the capital investment
- 6.2 All the partners will be liable to repay any debt that has arisen as a result of the losses incurred according to their share in the capital investment
- 6.3 If a loss occurs because a working partner or partners acted against the terms and conditions of the partnership deed, then the loss will be deducted from the said partner(s)'s profit

Section 7 – Expenses of the Partnership

- 7.1 .A list of all the business expenses is to be listed in **Annexure 1** (for e.g. Electricity, stationery)
- 7.2 A list of expenses of the partners that will be borne by the Partnership is noted in **Appendix-2** (For e.g. conveyance)
- 7.3 All taxes payable according to the law of the land will be included in the expenses of the partnership
- 7.4 A partner is entitled to include rent of a property owned by him and used in the partnership in the expenses of the partnership
- 7.5 .Any asset owned by a partner may also be counted as his capital investment
- 7.6 All expenses (religious and secular) can be deducted from the net profit, individual profits can then be distributed
- 7.7 The capital of the partnership can be given as Qardan Hasana, clause containing provisions for *on account advance profits* may be placed
- 7.8 The working partner/partners may be given a salary. The salary shall be finalized in a separate meeting (Refer **Annexure-2**)

.Section 8 - The rights, terms and conditions of a partnership

The partners should draft a business framework to ensure the efficient and cordial functioning of the partnership, and to prevent any conflict. The framework should include the following points

- 8.1 .All activities of the partnership will be in accordance with Shariat Mohammediyah and its guardian
- 8.2 All activities of the partnership will be in accordance with the will of the guardian of Shariat Syedna .Mufaddal Saifuddin ^{TUS}
- 8.3 Accounts should be maintained with clarity and accuracy. All accounts should be accurately .maintained and up to date
- 8.4 Account balances are to be presented at scheduled intervals and whenever a partner requests to see .them
- 8.5 .Accounts are to be free from any form of deceit or fraud
- 8.6 .Each partner is required to be aware of all activities of the partnership
- 8.7 If any action contrary to the principles of Shariat Mohammediyah is undertaken, then necessary .disciplinary action will be taken
- 8.8 .All expenses paid by the capital investment should be documented
- 8.9 Should the partnership take Qardan Hasana, then all partners are liable to repay the loan according to .the ownership ratio in the partnership
- 8.10 .All matters which require the agreement of all the partners should be documented
- 8.11 Areas in which the working partner/partners can take decisions without consulting the investing .partners should be specified
- 8.12 A separate document can be created for any additional terms and conditions. **Annexure - 3**

Section 9 – Dissolution of the Partnership

- 9.1 _The partnership will end on ___/___/___ An agreement may be made to renew the partnership at . that time
- 9.2 If a partner wishes to exit the partnership before the end date, he will be required to inform the other .partners ___ .months in advance
- 9.3 _The exiting partner's share will be given to him in ___ .months
- 9.4 The position of a partner cannot be inherited by his heirs after his/her death. However, the remaining .partners may create a new agreement with the heir/heirs of the deceased partner
- 9.5 Any immovable properties (e.g. land) purchased close to the time of the dissolution of the .partnership, will be counted as the capital invested in the partnership
- 9.6 Each partner will be given his share of the partnership according to the market value of the .partnership at the time of dissolution
- 9.7 If the partnership has incurred any losses, the partners will be given their share after losses are .deducted
- 9.8 If a partner increases his share in the initial capital invested or their profit percentage sees an increase .or decrease, a new partnership deed should be drafted

Section 10 – Dispute Resolution

In the case of any dispute arising between us, the partners, we will approach His Holiness Syedna .Mufaddal Saifuddin ^{TUS} to resolve the same. We will not resort to any other means

In this way, and with our mutual consent, with a sound mind and body, we begin our partnership. Its terms and conditions will be on the basis of al-Quran al-Kareem, the sunnah of Rasulallah ^{SAW}, the Fiqh (jurisprudence) of Ahle Bait ^{AS}, and the directives and teachings of His Holiness Syedna Mufaddal Saifuddin ^{TUS}. We hold Allah ^{TA} and his Dai, His Holiness Syedna Mufaddal Saifuddin ^{TUS} witnesses to this agreement. وكفى بالله شهيدا

.Sr. No	.ITS No	Name of the Partner	Signature

.Sr. No	.ITS No	Name of the Witness	Signature

Aamil Saheb's Signature

Annexure 1 – Business Expenses

The following expenses will be borne by the partnership

.Sr. No	Particulars

Annexure 2 – Partner’s Expenses

The following personal expenses of the partners will be taken ON ACCOUNT

.Sr. No	Particulars

Annexure 3 – Making Payments to a working partner. (To be discussed in a separate meeting.)

1. Any partner dispensing expert services beneficial to the partnership is entitled to a specified salary for a specified time period. This salary/remuneration should be discussed in a separate meeting. This amount will have no bearing on the share received by that partner. (The working partner is paid a salary in exchange for the work that he/she does. This is a salary, not a fixed profit)

