INDIAN PARTNERSHIP ACT, 1932

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3. It extends to the whole of India except the State of Jammu & Kashmir. It shall come into force on the 1st day of October , 1932, except Sec. 69 which shall come into force on the 1st day October, 1933. 2

3. Definitions - In this 'Act, unless there is anything repugnant in the subject or context - a) b) c) d) An " act of a firm" means any act or omission by all the partners, or by any partner or agent of the firm which gives rise to a right enforceable by or against the firm": business" includes every trade; occupation and profession.'Prescribed" means prescribed by rules made under this Act" "Thirdy party "

used in relation to a firm or to a partner therein means any person who is not a partner in the firms" and expression used but not defined in this Act and defined in the Indian Application of provisions of Act 9 of 1872 - The unrepealed provisions of the Indian contract Act, 1872 , save in so far as they are inconsistent with the express provision of this act, shall continue to apply to firms CHAPTER - 11 • THE NATURE OF PARTNERSHIP 4. Definition of " Partnership", "partner". firm" and "firm name"- "Partnership" is the relation between persons who have agreed to share the profits of a business carried on by all or any of them acting for all. Persons who have entered into partnership with one another are called individually " partners" and collectively " a firm" , and the name under which their business is carried on is called the " firm name" Short Note' -Sec.4- Partnership is an association of persons carrying business & in law the firm tiame is compendious method of describing partners- Deoha F.Guzdqr Bombay us C.I.T. Air, 1955 SC 74. 5- Partnership not created by status- The relation of partnership arises from contract and not from status: and, in particular, the members of a Hindu undivided family carrying on a family business as such, or a Burmese Buddhist husband and wife carrying on business as such, are not partners in such business

6. Mode of determining extence of partnership - In determining whether a group of persons is or is not a firm, or whether a person is or is not partner in a firm, regard shall be had to the real relation between the parties, as shown by all relevant facts taken together. Explanation- 1. The sharing of profits or of gross returns arising from propeny .by öersons holding a joint or common interest in that property does not of itself make such persons partners. Explanation- 2 The receipt by a person of a share of the profits of a business, or of a payment contingent upon the earning of profits or varying with the profits earned by a business, does not of itself make him a partner with the persons carrying on the business ; and i. particular, the receipt of such share or payment - a) b) c) d) by a lender of money to persons engaged or about to engage in any business, by a servant or agent as remuneration. by the widow or child of a deceased partner, as annuity, or by å previous owner or part owner of the business , as consideration for the sale of the goodwill or share thereof. does not of itself make the receiver a partner with the persons carrying on the business. Partnership at will - Where no provision is made by contract 7. between the partners for the duration of their partnership, or for the determination of their partnership, the partnership is " Partnership at Particular partnership - A person may become a partner with 8. another person in particular adventures or undertaking CHAPTER -Ill RELATIONS OF PARTNERS TO ONE ANOTHER General Duties of partners- Partners are bound to carry on 9. the business of the firm to the greatest common advantage, to be just and faithful to each other, and to render true accounts and full information of all things affecting the firm to any partner or hiS legal representative. SHORT NOTE -sec.9- partner can file a suit for rendition of account - Sita Ram vs. Radha Rail AIR 1963 SC 534. IO. Duty to indemnify for. loss caused by fraud- Every partner shall indemnify the firm for. any loss caused to it by his fraud in the conduct of the business of the firm

11. Determination of rights and duties of partners by contract between the partners: (1) Subject to the provisions of this Act, the mutual rights and duties of the partners of a firm may be determined by contrafi between the partners, and such contract may be expressed or may be implied by a course of dealing. Such contract may be varied by consent of all the partners, and such c00nsent may be expressed or may be implied by a course of 2) Agreements in restraints of trade- Notwithstanding any thing contained in Sec. 27 of the Indian Contract Act, 1872, such contracts may provide that a partner shall not carry on any business other than that •of the firm white he is a partner

12. The conduct of the business- Subject to contract between the partners- a) b) c) d) Every partner has a right to take part in the conduct of the business. Every partner is bound to attend diligently to his duties in the conduct of the business. any difference arising as to ordinary matters connected with .the business may be decided by a majority of the partners, and every partner shall have the right to express his opinion before the matter is decided, but no change may be made in the nature of the business without any consent of all the partners and every partner has a right to have access to and to inspect and copy any of the books of the firm , 13) Mutual rights and liabilities • Subject to contract between the partners - a) b) c) d) e) f) a partner is not entitled to receive remuneration for taking part in the conduct of the business; The partners are entitled to share equally in the profits earned, and shall contribute equally to the losses sustained by the firm. Where a partner is entitled to interest on the capital subscribed by him such interest shall be payable only out of profits. a partner making, for the purposes of the business, any payment or advance beyond the amount of capital he has agreed to subscribe, is entitled to interest thereon at the råte

of six per cent, per annum The firm shall indemnify a partner in respect of payments made and liabilities incurred by him. i) In the ordinary and proper conduct of the business, and In doing such act. in an emergency, for the purpose of protecting the firm from loss as would be done by a person of ordinary prudence, in his own case, under similar circumstances and a partner shall indemnify the firm for any loss caused to it by his willful neglect in the conduct of the business of the Short note -Sec 13- All the partners are entitled & liable for equal share in loss & profit in absence of any agreement - Mandyala Govindu vs. C.I.T.. AIR 1975 SC 2284 : (1976) 1 SCC 248" Asha Ram vs. Ram Chander, 1993 (1) WLN 388

14. The property of the firm- Subject to contract between the partners, the property of the firm includes all property and rights and interests in property originally brought into the stock of the firm.or acquired, by purchase or otherwise, by or for the firm, or for the purposes and in the course of the business of the firm; and includes also the goodwill of the business, Unless the contrary intention appears, property and rights and interests in property acquired with money belonging to the firm are deemed to have been acquired for the firm 15. Application of the property of the firm - Subject to contract between the partners, the property of the firm shall be held and used by the partners exclusively for the purposes of the business. SHORT • NOTE -SEC- 15 - Partner can not transfer any part of the property of firm till the continuation of the partnership - Addanki Narayanappa vs. Bhaskara Krishnappa.AlR 1966 SC 1300

16. Personal profits named by partners • Subject to contract between the partners - a) b) If a partner derives any profit for himself from any transaction of the firm or from the use of the property or business connection of the firm or the firm name, he shall account for that profit and pay it to the firm If a partner carries on any business of the same nature as and competing with that of the firm, he shall account for and pay to the firm all profits made by him in that business

17. Right and duties of partners - Subject to contract (Between the partners - a) b) c) after a change in the firm - Where a change occurs in the constitution of a firm, the mutual rights and duties of the partners in the reconstituted firm remain the same as they were immediately before the change, as far as may be.after the expiry of the term of the firm - Where a firm constituted fora fixed term continues to carry on business after the expiry of that term, the mutual rights and duties of the partners remain the same as they were before the expiry, so far as they may be consistent with the incidents of partnership at will' and where additional undertakings are carried out.• Where a firm constituted to carry out one or more adventures or Undertakings carries out other adventures or undertakings. the mutual rights and duties of the partners in respect of the other adventures or undertakings are the same as those in respect of the original adventures or undertaking

CHAPTER IV - RELATION OF PARTNERS TO THIRD PARTIES 18. Partners to be agent of the firm - Subject to the provisions of this Act, a partner is the agent of the firm for the purposes of the business of the firm

19. Implied authority of partner as agent of the firm- (1) subject to the provisions of Sec.22, the act of a partner which is done to carry on , in the usual way, business of the kind carried on by the firm. binds the firm. The authority of a partner to bind the firm conferred by this section is called his implied authority" (2) In the absence of any usage or custom of trade to the contract, the implied authority of a partner does not empower him to - a) b) c) d) f) g) h) Submit a dispute relating to the business of the firm to arbitration. open a banking account on behalf of the firm in his own name. Compromise or relinquish any claim or portion of a claim by the firm, Withdraw a suit or proceeding filed on behalf of the firm. admit any liability in a suit or proceeding against the firm acquire immovable property on behalf of the firm. transfer immovable property belonging to the firm or enter into partnership on behalf of the firm. 20) Extension and restriction of partner's implied authority- The partners in a firm may, by contract between the partners, extend or restrict the implied authority of any partner. Notwithstanding any such restriction. any act done by a partner on behalf of the firm which falls within his implied authority binds the firm,' unless the person with whom he is dealing knows of the restriction or does not know or believe that partner to be a partner. Partner's authority in an emergency - A panner has authority, in an emergency, to do all such acts for the purpose of protecting the firm from loss as would be done by a person of ordinary prudence, in his own case, acting under similar circumstances, and such acts bind the firm. 22. 23. 24. 25. 26. 27

28. Mode of doing act to bind firm : In order to bind a firm, an act or instrument done or executed by a partner or other person on behalf of the firm shall be done or executed in the firm name or in

any other manner expressing or implying an intention to bind the firm. Effect of admissions by a partner - An admission on representation made 'by a partner concerning the affairs of the firm is evidence against the firm, if it is made in the ordinary course of business. Effect of notice to acting partner - Notice to a partner who habitually acts in the business of the firm of any matter relating to the affairs of the firm operates, as notice to the firm, except in the case of a fraud on the firm committed by or with the consent of that partner. Liability of a partner for acts of the firm Every partner is liable, jointly with all the other partners and also severally, for all acts of the firm done while he is a partner. Liability ot the firm for wrongful acts of a partner. Where by the wrongful act or omission of a partner acting in the ordinary course of the business of a firm, or with the authority, of his partners, loss or injury is caused to any third party, or any penalty is incurred, the firm is liable therefor to the same extent as the partner. Liability of firm for misapplication by partners - Where - a) b) a partner acting within his apparent authority receives money or property from a third party and misapplies it or, a firm in the course of its business receives money or property from a thiry pary, and the money or property is misapplied by any of the partners while it is in the custody of the firm. the firm is liable to make good the loss. Holding out - (1) Any one who by words spoken or written or by conduct represents himself, or knowingly permits himself to be represented, to be a partner in a firm. is liable as a partner in the firm to any one who has on the faith of any such representation given credit to the firm, whether the person representing himself or represented to be a partner does or does not know that the representation has reached the person so giving credit. (2) Where after a partner's death the business continued in the old firm name, the continued use of that name or of the deceased partner's name as a part thereof shall not of itself make his legal representative or his estate liable for any act of the firm done after his death

29. Rights of transferee of a partner's interest (1) A transfer by a partner of his interest in the firm, either absolute or by mortgage, or by the creation by him of a charge on such interest, does not entitle the transferee, during the continuance of the firm, to interfere in the conduct of the business or to require accounts, or to inspect the books of the firm, but entitles the transferee only to receive the share of profits of the transferring partner' and the transferee shall accept the account of profits agreed to by the partners. If the firm is dissolved or if the transferring partner ceases (2) to be a partner, the transferee is entitled as against the remaining partners to receive the share of the assets of the firm to which the transferring partner is entitled and for the purpose of ascertaining that share, to an account as from the date of the dissolution

30. Minors admitted to the benefits of partnership - (1) A person who is a minor according to the law to which he is subject may not be a partner in a firm, but with the consent of all the partners for the time being, he may be admitted to the benefits of partnership, Such minor has a right to such share of the property and of the 2) profits of the firm as may be agreed upon, and he may have access to and inspect and copy any of the accounts of the firm. Such minors share is liable for the acts of the firm, but the minor 3) is not personally liable for any such act. Such minor may not sue the partners for an account or payment 4) of his share of the property or profits of the firm, -save when severing his connection with the firm, and in such case the amount of his share shall be determined by a valuation made as far as possible in accordance with the rules contained in Sec

48. Provided that all the partners acting together or any partner entitled to dissolve the firm upon notice to other partners may elect in such suit to dissolve the firm , and thereupon the Court shall proceed with the suit as one for dissolution and for settling accounts between the partners, and the amount of the share of the minor shall be determined along with the shares of the partners.(5) At any time within six months of his attaining majority, or of his obtaining knowledge that he had been admitted to the benefits of partnership, whichever date is later, such person may give public notice that he 'has elected to become or that he has elected not to become a partner in the firm, and such notice shall determine his position as regards the firm. - if he fails to give such notice, he shall become a Provided that partner in the firm on the expiry of the said six month. (6) Where any person has been admitted as a minor to the benefits of partnership in a firm, the burden of proving the fact that such person had no knowledge of such admission until a particular date after the expiry of six months of his attaining majority shall lie on the persons asserting that fact. 7) 8. 9) Where such person becomes a partner - his rights and liabilities as a minor continue up to the date a) on which he becomes a partner, but he also becomes personally, liable to third parties for all acts of the firm done since he was admitted to the benefits of partnership and . his share

in the property and profits of the firm shall be b) the share to which he was entitled as a minor Where such person elects not to become a partner. a) b) c) his rights and liabilities shall continue to be those of a minor under this section upto the date on which he gives public notice. his share shall not be liable for any acts of the firm done afte? the date of the notice, and he shall be entitled to sue the partners for his share of the property and profits in accordance with sub section (4) Nothing in sub sections (7) and (8) shall effect then provisions of Sec

28. Short Note -Sec 30- Suit filed by partnership firm & Partners - Death of one partner does not abate the entire suit - Firm Chunnilal Devkissasn dass vs. Nathu Ram 1990 (2) RLR, 237

CHAPTER V. INCOMING AND OUTGOING PARTNERS Introdüction of a partner - (1) Subject to contract between the 31. partners and to the provisioris of Sec. 30 m no person shall be introduced as a partner into a firm without the consent of all the existing partners. (2) Subject to the provisions of Sec. 30, a person who is introduced as a partner into a firm does not there by become liable for any act of the firm done before he became a partner.

32. Retirement of a partner A partner may retire - a) b) c) With the consent of all the other partners.in accordance with an express agreement by the partners, or Where the partnership is at will by giving notice in writing to all the other partners of his intention to retire (23) A retiring partner may be discharged from any liability to any • third party for acts of the firm done before his retirement by an agreement made by him with such third party and the partners of the reconstituted firm after he häd knowledge of the retirement. (3) Not withstanding the retirement of a partner from a firm, he and the partners continue to be liable as partners to third parties for any act done by any of them which would have been an act of the firm if done before the retirement, until public notice is given of the retirement. Provided that a retired partner is not liable to any third party who deals with the firm without knowing that he was a partner. (4) Notices under sub section (3) may be given by the retired partner or by any partner of the reconstituted firm. - (1) A partner may not be expelled 33. Expulsion of a partner from a firm by any majority of the partners, save in the exercise in good faith of powers conferred by contract between the partners. (2) The provisions of sub section(2), (3) and (4) of Sec. 32 shall apply to pn expelled partner as if he were a retired partner. (1) Where a partner in a firm is Insolvency a partner 34. • adjudicated an insolvent he ceases to be a partner on the date on which the order of adjudication is made, whether or not the firm is thereby dissolved, 2) Where under a contract. between the partners the firm is not dissolved by the adjudication of a partner as an insolvent, the estate of a partner so adjudicated is not liable for any act of the firm and the firm is not liable for any act of the insolvent, done after the date on which the order of adjudication is made. Liability of estate of deceased partner • Where under a 35. contract between•the partners the firm is not dissolved by the death of a partner, the estate of a deceased partner is not liable for any act of the firm done after his death. 36

37. Rights of outgoing partner to carry on competing business - (I) an oütgoing partner may carry on a business competing with that of the firm and he may advertise such business but, subject to contract to the contrary, he may not - a) b) c) 2) Use the firm name, Represent himself as carrying on the business of the firm Olicit the custom of persons who were dealing with the firms before he ceased to be a partner. Agreement in restraint of trade - A partner may make an agreement with his partners that on ceasing to be a partner he will not carry on any business similar to that of the firm within a specified period or within specified local limits; and. , notwithstanding anything contained in Sec. •27 of the Indian Contract Act, 1872, such agreemept shall be valid if the restrictions imposed are reasonable. Right of outgoing partner in certain cases to share subsequent profits - Where any member of a firm has died or othecwise ceased to be a partner, and the surviving or continuing partners carry on the business of the firm with the property of the firm without any final settlement of a accounts as between them and the outgoing partner or his estate then, in the absence. of a contract to the contrary, the outgoing partner or his estate is entitled at the option of himself or his representatives to such share of the profits made since he ceased to be a partner .as may be attributable to the use of his share of the property of the firm or to interest at the rate of six per cent per annum on the amount of his share in the propeny of the firm. Provided thati where by Contract between the partners an option is given to surviving or continuing partners to purchase the interest of a deceased or outgoing partner, and that option is duly exercised, the estate of the deceased partner or the outgoing partner or his estate, as the case may be, is not entitled to any

further or other share of profits, but if any partner assuming to act in exercise of the option does not in all material respects comply with the terms thereof, he is liable to account under the foregoing provisions of this section 38. Revocation of continuing guarantee by change in firm: A continuing guarantee given to a firm or to a third party in respect of the transactions of a firm, is in the absence of agreement to the contrary, revoked as to future transactions from the date of any change in the constitutions of the firm CHAPTER VI • ÖISSOLUTION OF A FIRM 39. Dissolution of firm - The dissolution of partnership between all the partners of firm is called " dissolution of the firm" 40. Dissolution by agreement : A firm may be dissolved with the consent of all the partners or in accordance with a contract between the partners. short notes -Sec 40 - Firm can be dissolved with consent of all the partners or according to contract between the partners - Al 1971 SC 1653 : (1970) 2 SCC 724. AIR 1990 All

171. Sec.40 - Suit filed after 3 years of execution of dissolution deed for rendition of account is barred by limitation - Madan Lal vs. Shiv Narain, 1986 (1) ccc 464, 41 . Compulsory Dissolution • A firm is dissolved a) b) by the adjudication of all the partners or of all partners but one as insolvent or, By the happening of any event which makes it unlawful for the business of the firm to be carried on or for the partners to carry it on in partnership. Provided that Where more than one separate adventure or undertaking is carried on by the firm, the illegality of one or more shall not of itself cause the dissolution of the firm in respect of its lawful adventures and undertakings. Short Note Sec-41 When all the partners or all the partners except one declared insolvent, firm shall be dissolved AIR 1933 Patna 239 42. Dissolution on the happening of certain contingencies - Subject fo contract between the partners a firm is dissolved - a) b) c) d) If constituted for a fixed term, by the expiry of that term If constituted to carry out one or more adventures or undertakings by the completion thereof, by the death of a partner. by the adjudication of a partner as an insolvent. Short Note Sec 42.- = On completion of the work, partnership come to an end - Dayalal vs. Harjeevan. AIR 1983 NOC 20(Guj). AIR 1954 Patna 63: Shanta Ram vs. Sripada, AIR 1974 Karanataka 110. -Sec. 42- Partnership will be deemed to bed dissolved after expiry of the fixed period -AIR 1974 SC 1094 AIR 1946 All 489 43. Dissolution by notice of partnership at wili - (1) Where the partnership is at will the firm may be dissolved by any partner giving notice in writing to all the other partners of his intention to dissolve the (2) The firm is dissolved as from the date mentioned in the •notice as the date of dissolution or, if no date is so mentioned, as from the date of the communication of the notice. Short Note Sec 43. Dissolution of Partnership at wili Notice in writing to other partners is necessary - Asha Ram vs. Ram chander (1993) (1) WLN 388. At the suit of a partner, the 44. Dissolution by the Court. Court may dissolve a firm on any of the following grounds, namely . a) b) c) d) That a partner has become of unsound mind, in which case the suit may be brought as well by the next friend of the partner who has become of unsound mind as by any other partner. That a partner, other than the partner suing, has become in any way permanently incapable of performing his duties as partner. that a partner, other than the partner suing, is guilty of conduct which is likely to affect prejudicially the carrying on of the business, regard being had to the nature of the business. that a partner, other than the partner suing, willfully or persistently commits breach of agreement relating to the management of the affairs of the firm or the conduct of its business; or otherwise so conducts himself in matter relating to the business that it is not reasonably practicable for the other partners to carry on the business in partnership with him. f) g) That a partner, other than the partner suing has in any way transferred the whole of his interest in the firm to a third party, or has allowed his share to be charged under the provisions of rule 49 of Order XXI of the First Schedule to the Code of Civil Procedure, 1908 or has allowed it to be sold in the recovery of arrears, of land revenue or of any dues recoverable as arrears of land revenue due by the partner. That the business of the firm cannot be carried on save at a loss. On any other ground which renders it just and equitable that the firm should be dissolved

45. Liability for acts of partners done after dissolution (1) Not withstanding the dissolution of a firm the partners continue to be liable as such to third parties for any act done by any of them which would have been an ect of the firm if done before the dissolution unit public notice is given of the dissolution. Provided that: The estate of a partner who dies, or who is (2) 46. 47. adjudicated an insolüent or of a partner who not having been known tp the person dealing with the firm to be a partner, retires from the firm, is not liable under this section for acts done after the date on which he ceases to be a partner. Notices under such- Section 91) may be given by any partner Right of partners to have business wound by after dissolütion - On the dissolution of a firm every partner or his representative is entitled, as against all

the other partners or their representatives, to have the property of the firm applied in payment of the debts and liabilities of the firm and to have the surplus distributed among the partners or their representatives according to their rights. Continuing authority of partners for purposes of winding up - After the dissolution of a firm the authority of each partner to bind the firm, and the other mutual rights and obligations of the partners, continue not withstanding the dissolution, so far as may be necessary to wind up the affairs of the firm and to complete transactions begun but unfinished at the time of the dissolution, but not othenuise. Provided that the firm is no case bound by the acts of a partner who has been adjudicated insolvent, but this proviso does not affect the liability of any person who has after the adjudication represented himself or knowingly permitted himself to be represented as a partner of the insolvent. Short Note -Sec 47- Suit on pronote filed by two partners - One partner died 48. 49. 50 Surviving partner is competent to continue the suit - Abdul Rehman vs. Rameshwar Dayall 1004 DNJ (Raj) 59, 1994 (2) WLC 260, 1994 (1) RLW 40 : 1994 (2) RLR 209 Mode of settlement of accounts between partners • In setting the accounts of a firm after dissolution, the following rules shall, subject to agreement by the partners be observed. a) b) Losses, including deficiencies of capital, shall be paid first out of profits, next out of capital and, lastly. if necessary, by the partners individually in the proportion in which they were entitled to share profits. The assets of the firm, including any sums contributed by the partners to make up deficiencies of capital, shall be applied in the following manner and order:- i) iv) In paying the debts of the firm to third parties. In paying to each partner rateably what is due to him from the firm for advances as distinguished from ca>ital: in paying to each partner rateably what is due to him on account of capital and, The residue, if any shall be divided among the partners in the proportions in which they were entitled to share profits. Payment of firm debts and of separate debts• Where there are joint debts due from the firm, and also separate debts due from any partner, the property of the firm shall be applied in the first instance in payment of the debts of the firm, and if there is any surplus, him. The separate property of any partner shall be applied first in the payment of his separate debts and the surplus (if any) in the payment of the debts of the firm. Personal profits earned after dissolution - Subject to contract between the partners, the provisions of clause (a) of section 16 shall apply to transactions by any surviving partner or by the representatives of a deceased partner, undertaken after the firm is dissolved on account of the death of a partner and before its affairs have been completely wound up. Provided that Where any patiner Or his representative has bought the 51. 52. 53. good will of the firm nothing in this section shall affect his right to use the firm name. Return of premium on premature dissolution- Where a partner has paid a premium on entering into partnership for a fixed term, and the firm is dissolved before the expiration of that term other:wise than by the death of a partner, he shall be entitled to repayment of the premium or of such part thereof as may be reasonable, regard being had to the terms upon which he became a partner and to the length of time during which he was a partner unless - b) The dissolution is mainly due to his own misconduct or The dissolution is in pursuance of an agreement containing no provision for the return of the premium or any part pf it. Rights where partnership contract is rescinded for fraud or misrepresentation - Where a contract creating partnership is rescinded on the ground of fraud or misrepresentation of any of the parties thereto, the party entitled rescind is, witho•ut prejudice to any other right entitled - a) b) c) To a lien on or a right of retention of, the surplus of the assets of the firm remaining after the debts of the firm håve been paid for any sum paid by him for the purchase of a share in the firm and for any capital contributed by him. to rank as a creditor of the firm in respect of any payment inade by him to wards the debts of the firm and To be indemnified by the partner or partners guilty of the fraud or misrepresentation against all the debts of the Right to restrain from use of firm name or firm property - After a firm is dissolved, every partner or his representative may in the absence of a contract between the partners to the contrary, restrain and other partner or his representative from carrying. on a similar-business in the firm name or from using any of the property of the firm for his own benefit, until the affairs of the firm have been completely wound up ; Provided that Where any partner or his representative has bought the goodwill of the firm, nothing in this section shall affect his right to use the firm name.

54. Agreement in restraint of trade - Partners may upon or in anticipation of the dissolution of the firm, make an agreement that some or atl of them will not carry on a business similar to that of the firm within a specific period or within specified local limits and notwithstanding anything contained in section 27 of the Indian Contract Act 1872 such agreement shall be valid if the restrictions imposed are reasonable. Short Note •Sec-54- Word 'or' used in between' within a specified period or

within specified local limits cannot be read as 'and ' - 1969 WLN 570 55. Sale of good will after dissolution (1) In settling the accounts of a firm after dissolution the goodwill shall, subject to contract between the partners, be included in the assets, and it may be sold either separately or along with other property of the firm. Right of buyer and seller of good will - Where the goodwill of 2) a firm is sold after dissolution, a partner may carry on a business competing with that of the buyer and he may advertise such business, but subject to agreement between him and the buyer, he may not. a) b) c) use the firm name Represént himself as carrying on the business of the firm or Solicit the custom of persons who were dealing with the fifm before its dissolution. 3) Agreement in restraint of trade- Any partner may, upon the sale of the goodwill of a firm, make an agreement with the buyer that such partner will not carry. on any business similar to that of the firm within a specified period or within specified local limits and not withstanding any thing contained in section 27 of the Indian Contract Act, 1872, such agreement shall be valid if the restrictions imposed are reasonable. Short Note -Sec 55- Goodwill is a part of assets of the partnership firm - Khusal Khemgal shah vs. Mrs. Khurshed Banu, AIR 1970 SC 1147 : (1970) 1 SCC 415 AIR 1964 SC 11. CHAPTER - REGISTRATION OF FIRMS 56. Power.to exempt from application of this chapter • The State Government of any State may, by notification in the Official Gazette, direct that the provisions of this chapter shali not apply to that state or to any part there of specified in the notification

57. Appointment of Registrars (1) The State Government may appoint Registrar of firm for the purposes of this Act, and may define the areas within which they shall exercise their powers and perform their duties (2) Every Registrar shall bedeemed to be a public servant within the meaning of section 21 of the Indian Penal Code.58, Application for registration (1) The registration of a firm may be effected at any time by sending by post or delivering to the registrar of the area in which any place of business of the firm is situated or proposed to be •situated, a statement in the prescribed form and accompanied by the prescribed fee stating - a) b) c) d) e) f) The firm name', The' place or principal place of business of the firm. The names of any other places where the firm carries on business The date when each partner joined the firm The names in full and permanent addresses of the partners and The duration of the firm 2) 3) The statement shall be signed by all the partners, or by their agents specially authorised in his behalf Each person signing.the statement shall be also verify it in the manner prescribed A firm name shall not contain any of the following words - namely - "Crown", "Emperor". "Empress", "Empire", "Imperial", "King", or words expressing or implying the sanction, "Queen", "Raya'", approval or patronage of Government. except when the State Government signifies its consent to the use of such words as part of the firm name by order in writing. Shöit Note _ Sec 58 - Certificate of registration issued by Registrar of firm show that the firm is registered - 1993 AIHC cases 373 (H.P.) 59. Registration• When the Registrar is satisfied that the provision of section 58 have been duly complied with he shall record an entry of the statement in a register called the Register of firms, and shall file the statement. Short Note Sec

59. Registration of firm takes effect from the date of entry in register of firm CIT AP vs. Jaya Laxmi Rice Mills, AIR 1971 SC 1015 1 scc 280- 60. Recording of alterations in firm name and principal place of business • (1) when an alteration is made in the firm name or in the location of the principal place of business of a registered firm, a statement may be sent to the Registrar accompanied by the prescribed fee specifying the alteration, and signed and verified in the manner required under section 58. 2) When the registrar, is satisfied . that the provisions of sub - section 91) have been duly complied with he shali amend the entry relating to the firm in the Register in firms accordance with the statement, and shall file it along with the statement relating to the firms filed under section 59. Noting of closing and opening of branches — When a 61. registered firm discontinues business at any place or begins to carry on business at any place, such place not being its principal place of business, any partner or agent of the firm may send intimation thereof to the Registrar, who shall make a note of such intimation in the entry relating to the firm in the Register of firms. and shall file the intimation along with the statement relating to the firm filed under section 59

62. Noting of changes in names and addresses of partners —When any partners in a registered firms alters his name or permanent address, an intimation of the alteration may be sent by any partner or agent of the firm to the Registrar. who shall deal with it in the manner provided in Section 61

63. Recording of changes in and dissolution of a firm -(1) When a change occurs in the constitution of a registered firm any incoming continuing or outgoing partners and when a registered firm is

dissolved any person who was a partner immediately before the dissolution or the agent of any such partner or •person specially authorised in this behalf may give notice to the Registrar of such change or dissolution specifying the date thereof and the Registrar shall make a record of the notice in the entry relating to the firms in the Register of Firms, and shall file the notice in along with the statement relating to the firms files under section 59.2) Recording of withdrawal of a minor - When a minor who has been admitted to the benefits 'of partnership in a firm attains majority and elects to become or not to become a partner, and the firm is then registered firm; he, or his agent specially authorised in this behalf, may give notice to the Registrar that he has or has not become a partner, and the Registrar shall deal with the notice in the manner provided in sub section (1). Short Note Sec 63 - Application for recording change in the register of firm can be sent by post - Ws Harijan Book House vs Registrar of firms, AIR 1988 Guj. 188 1988 Guj L.R. 11:" 1988 (1) GLH 1 64. Rectification of mistakes (1) The Registrar shall have power at all times to rectify any mistake in order to bring the entry in the Register of firms relating to any firm into conformity with the documents relating to that firm filed under this chapter. 2) On application made by all the parties who have signed any document relating to a firm filed under this Chapter, the Registrar may rectify any mistake in such documents or in the records or note thereof made in the Register of firms, Short Note Sec 64 - Registration of firm is not affected by omission & error can be rectified - AIR 1954 HP 52

65. Amendment of Register by order of Court —A court deciding any matter relating to a registered firm may direct that the Registrar shall make any amendment in the entry in the Register of firms relating to such firm which is consequential upon its decision and the Registrar shall amend the entry accordingly. Inspection of Register and filed documents (1) The Register 66. of firms shall be open to inspection by any person on payment of such fee as may be•prescribed. 2) All statements, notices and intimations filed under this Chapter shall be open to inspection, subject to such conditions and on payment of such fee as may be prescribed

67. Grant of copies —The Registrar shall on application furnish to any person, on payment of such fee as may be prescribed. a copy, certified under his hand, of and entry of portion thereof in the Register of firms.

68. Rules of evidence (1) Any statement, intimation or notice recorded or noted in the Register of firm shall, as against any persons by whom onon whose behalf such statement, intimation or notice was signed, be conclusive proof of any fact there in stated (2) A certified copy of any entry relating to a firm in the Registrar of firms may be produced in proof of the fact of, the registration of such firm, and of the contents of any statements intimation or notice recorded or noted therein Short Note Sec 68- When necessary entry is made in the register of firm, thereafter registration of firm takes place AIR 1971, SC 1015: 1971 TAI LR 421. Effect of non-- registration (I) No suit to enforce a right arising 69. from a contract of or conferred by this Act Shail be instituted in any court by or on behalf of any person suing as a partner ina firm against the firm or any person alleged to be or to have been a partner in the firm unless the firm is registered and the person suing is or has been shown in the Register of firms as a partner in the firm. No suit to enforce a right arising from a contract shall be 2) instituted in any court by or on behalf of a firm against any third party unless the firm is registered and the person suing are or have been shown in the Register of firm as partners in the firm 3) The provisions of sub section (1) and (2) shall apply also to a claim of Set - off or other proceeding to enforce a right arising from a contract, but shall not affect - a) b) a) b) The enforcement of any right to sue for the dissolution of a firm or for accounts of a dissolved firm. or any right or power to realise the property of a dissolved firm or The powers of an official assignee, receiver of Court under the Presidency towns insolvency Act 1909, or the Provincial insolvency Act, 1920, to realise the property of an insolvent partner. This section shall not apply To firms or to partners in firms which have no place of business in the territories to which this Act extends. or whose places of business in the said territories are situated in areas to which by notification under section 56, this chapter does not apply, or to any suit or claim oi set off not exceeding one hundred rupees in value which in the presidency towns, is not of a kind specified iri section 19 of the Presidency shall cause Court Act, 1882 or outside the Presidency towns, is not of specified in the Second Schedule to the Provisional small cause Courts Act 1887. or to any proceeding or execution in other proceeding incidental to or arising from any such suit or claim. Short Note -Sec 69- In case of unregistered firm, arbitration clause can be invoked for dissolution of firm & renditioin of accounts -AIR 1995 SC 715, AIR 1996, SC 2209: 1996 AIRT (SCW) 2696. 70- Penalty for furnishing of false particulars - Any person who signs any statement,

amending statement, notice or intimation under this Chapter containing any particulars which he knows to be false or does not believe to be true or containing particulars which he knows to be incomplete or does not believe to be complete, shall be punishable with imprisonment which may extend to three months, or with fine or with both

71. Power to make rule (1) The Statement may be notification in the official Gazettee make rules prescribing the fees which shall accompany documents sent to the Registrar, of firms, or which shall be payable for the inspection of documents in the custody of the Registrar of firms or for copies from the Register of firms. Provided that- Such fees shall not exceed the maximum fees specified in Schedule -l 2) The State Government may also make rules- a) b) c) d) e) f) Prescribing the form of statement submitted under section 58 and of the verification thereof, Requiring statements, intimations and notices under Section60. 61, 62 and 63 to be in prescribed form and prescribing the form thereof. Prescribing the form of the Register of firms, and the mode in which entries relating to firms are to be made therein, and the mode in which such entries are to be amended or notes made therein. regulating the procedure of the registrar when disputes arise. Regulating the filling of documents received by the Registrar. Prescribing conditions for the inspection of original documents. g) h) i) regulating the gfänt df éöpies. regulating the elimination of registers and documents. Providing for the maintenance and form of an index to the Register of firms, end Generally, to carry out the purposes of this chapter. 3) 4) 72. a) b) 73. 74. a) b) c) d) e) f) All rules made under this section shall be subject to the condition of previous publication. Every rule made by the State Government under this section shall be laid as soon as it is made, before the State Legislature

CHAPTER Vill SUPPLEMENTAL Mode of giving public notice — A public notice under this Act is given. Where it relates to the retirement or expulsion of a partner from a registered firm, or to the dissolution of a registered firm, or to the election to become or not to become a partner in a registered firm by a -person attaining majority who was admitted as a minor to the benefits of partnership, by notice to Registrar of firms under section 63,. and by publication in the Official Gazette and in at least one vernacular newspaper circulating in the district where the firm to which it relates has its place or principal place of business and. In any other case, by publication in the Official Gazette and in at least one vernacular newspaper circulating in the district where the firm •to which it relates has its place or principal place of business. (Repeals) Rep. by the repealing Act, 1938 (I, of 1938) s. 2 and Sch. Saving: Nothing in this Act or any repeal effected thereby shall affect or be deemed to affect - Any right title interest, obligation or liability already acquired, accrued or incurred before the commencement of this Act, or. Any legal proceeding or remedy in respect of any such right, title interest, obligation or liability or any thing done or suffered before the commencement of this Act, or Any thing done or suffered before the commencement of this Act any enactment relating to partnership not expressly repealed by this Act. or Any rule. of insolvency relating to partnership or Any rule of law not inconsistent with this Act. No.F-1(1) 62-2003- XI-- In exercise of the powers conferred under Section 71, sub- section (1) of Indian Partnership (Madhya Pradesh Amendment) Act, 1998 (No.34 of 1998) theState Government hereby enhances the fee prescribed in schedule by Therefore a new schedule be incorporated as per Section -3 of the said Act as under:- SCHEDULE - Maximum Fees (See Sub Section (1) of Section 71) Document or act in respect of which the fee is payable (1) Statement under Section 58 Statement under Section 60 Intimation under Section 61 Intimation under Section 62 Notice under Section 63 Application under Section 64 Inspection of the Register of of Section. Inspection of documents relating to a firm under sub- Section (2) of Section 66 Copies from the Register of firms under Section 67 Maximum fee (2) Five hundred twenty five Rupees One hundred Five Rupees. One Hundred five Rupees. Fifty three Rupees One hundred five Rupees. Fifty three Rupees Twenty six Rupees Twenty - Six Rupees Eleven Rupees (For each hundred w words or part thereof) Note: Provided that the State Government may increase the rate subject to a maximum of five percentage of the above rate in every two years in case where the apticant requires copies from the Registrar of firms and Societies under Section 67 early i.e. within five working days , he shall file separate application along with double amount of fee and the Competent Authority shall grant copies within five working days On behalf of the order of Governor of Madhya Pradesh Sd/ A.K.Jain Under Secretary THE MADHYA PRADESH PARTNERSHIP RULES 1951 (Published under Commerce and Industry Departmental Notification No. 4242-896-VII) dated the 2nd June, 1952, in u Madhya Pradesh Gazett", Part tv (C) dated the 6th June, 1952) 2) 3) 4) 5. Short - Title - These Rules may be called the Madhya

Pradesh Partnership (Registration of Firms) Rules, 1951. Definitions- In these rules, unless there is anything repugnant in the subject or context : a) b) c) "The Act" means the " Indian Partnership Act'1932" "F,irm" means a firm to which the Act Applies. "Registrar" Means the " Registrar of Firms ' Form and verification of Statements under Section 58 & 60. The statements submitted to the Registrar under Sections 58 and 60 of the Act shall be in Forms I & respectively, annexed to these rules and shall be verified in the manner sect forth in the manner set forth in the note at the bottom ot these forms. Form of intimations and notices under Section 61, 62 and 63. Intimations and notices under Sections 61 ,62, 63 (1) and 63(2) of the Act shall be in Forms , 'V, V and VI. respectively. annexed to these rules, with such variations as circumstances may reqüdired. Power of Registrar to make enquiries and investigations - The Registrar may, in his discretion, institute such enquiries, or make such investigation, in respect of any matter as may in his opinion, be necessary for the proper performance of his duties and the administration of the Act or for the settlement of any dispute arising with respect to any firm. 6. 7. 8

Form VII annexed to these rules. The name of , and the particulars relating to, each firm shall be entered therein in the order of its registration on a separate page or pages. Each firm shall be asigned a number in a consecutive series commencing with the financial year (1st April), A note of every document filed shall be entered in the register on the page or pages allotted to the firm concerned and shall be signed by the Registrar. The pages after making the entries shall be bound in loose leaf registers in the order of the consecutive number allotted to each firm on registration. Amendment of entries in Register • When an entry made in the Register of firms is to be amended, the amendment shall be shown by drawing a red line, through the entry and making a suitable note in the remark column opposite to the entry concerned and the entry shall be made at the end of the existing entry or entries with suitable cross- reference. Protest against entries in Register - Where any partner or other person interested wishes to dispute, any entry made in Register firms, he shall notify the Registrar of his dispute in writing, and the Registrar shall make any entry at the end of the then existing entries and shall make a red ink reference to the disputed entry in the remarks column against the entry so disputed: Index to. Register of Firms A) An index to the Register of firms shalsl be prepared in English on loose sheets, lettered alphabelically, and shall contain the particulars shown in Form VIII annexed to these rules . A fresh index shall be prepared for each financial year. The name of each firm shall be indexed as soon as the entries relating there to are made in the Register of Firms. b) c) After all the firrris registered in a year have been indexed, the index shall be checked byd the Registrar who shall attest it in a token of such check and the pages shall then be numbered in ink. The index for each year shall, after it has been checked, be bound into volumes of convenient size IO. 11

12. Translation to be furnished where original not in English:" If any document required to be submitted under the Act or any portion of such document is not in the English language, in English translation of such document or portion , certified as correct by at least one partner (or his authorised agent) shalsl be furnished along with each copy of such document submitted to the Registrar. Acknowledgement of registration and documents: a) b) On the Registration of a firm, the Registrar shall grant to the firm an acknowledgement in

Form IX annexed to these rules and on the filing of any document requdired to be filed under the ACt, he shall grant to the person at whose instance it is filed an acknowledgement in Form X annexed to these rules. On every document registered or filed under the Act, the Registrar shall endorse the following particulars: The number borne by the firm on the register, i) The serial number of document and The date of registration or filling. The Registrat shall also affix his signature and the seal of his office to such document. Filling of documents A separate file shall be maintained in respect of elach firm, in which the documents received by the Registrar. relating thereto shall, from time to time, be filed. No document shall be filed by the Registrar unless the fee prescribed therefor has been paid. 13. 14. 15. 16

17. Account of and receipt for fees: An account of alt fees received in the Registrar's office shall be maintained therein in

Form Xl, A receipt in Form XII shall be granted in respect of etvery fee received. Inspection of original documents: Subject to the payment of fees prescribed in Rute 19, the Register of Firms and all other docuyments recorded shall be open to inspection on a written application submitted to the Registrar during business hours . The file of the documents kept in the Registrar's office shall simiarly be opened to inspection by any person applying therefor, provided the applicant satisfied the Registrar that he has sufficient interest in the contents of the documents of which he applies for inspection and that a mere inspection of the Register of Firms will not serve his purpose. All inspections of records shall be made in the presence of the Registrar or some person appointed by him in that behalf, The Registrar or the person appointed by him shall not permit the applicant while inspecting any documents to make or cause to be made a copy of any such documents, but he shall permit the applicant to take down in pencil such particulars of the documents as would enable him to apply for a certified coply of any entry or portion thereof in the Register of firms. Application for copies to be in writing : Every application for a copy of any entry in the Register of Frims or poflion thereof or a copy of the acknowledgement granted under tule 11 shall be in writing accompanied with the requisite copy fee as prescribed in the Rule 19. Seal The seal used by the Registrar shall bear the words " Registrar of Firms Madhya Pradesh" Preservation and elimination of registers and records -1. The following registers and papers shall be permanently retained. a) b) c) d) f) g) h) Register of Firms. All registered documents of existing firms. Certificates of registration of dissolved firms Dissolution orders References to Legal Remembrancer to Government, Madhya Pradesh. Legal Remember's opinions. References to State Government regarding amendments in the Law and replies to the same. Index Register, The following registers and papers shalsl be destroyed after five years a) b) c) d) Cash Book Register of fees Papers, other than the above, of firms which have been dissolved References to State Government other than above. The following registers and papers shall be destroyed after two years from the succeeding ist of April a) b) c) d) e) Receipt book. Despatch Register. Other routine correspondence Indents for forms etc. Treasury Receipts

18. The following registers and papers shall be destroyed after one year from the succeeding 1st of April.a) Reminders Explanations of delay Cancellation of the registration of defunct firms (i) When the Registrar has reason to believe that a registered firm is not carrying on business, or is not in operation, or that it has been finally dissolved, but the iii) prescribed intimation has not been given, he shall send by post to every partner of the firm at its last known address a letter enquiring whether the firm is carrying on business or is in operation. If the Registrar receives an answer from any of the partners to the effect that the firm is not clanying on business or isr not in operation or if he does not receive any answer within one mohth from the date of the posting of the letter, he shall publish in the " Madhya Pradesh Gazette" and send to all the partners by registered post, a notice that at the expiration of three months from the date of that notice the name of the firm mentioned therein shall, unless cause is shown to the contrary,be struck off and the firm shall be dissolved and the registration shall be deemed cancelled. At the expiration of the time mentioned in the notice the Registrar shall, unless cause is shown previously by the partners strike the name of the firm off the register, and shall publish notice of the factin the " Madhya Pradesh Gazette" , and on such publication the firm shall be considered to be dissolved

19. Fees • i) The following fees shall be levied for inspection and grant öf copies under the provisions of sections 66 and 67 of the Act.1) 2) 3) For each inspection under rule 14- fifty paisa for inspecting one volume of the register or all documents relating to the firms. For a certified copy of any document or of any extract .therefrom under reule 15 - Twenty five paisa för each hundred words or part thereof. For certified copy of the acknowledgement of registration granted under rule 11 one rupees. 20

21. Fees payable under the Act or these rules by a firm or person shall be credited into the Government treasury and the treasury receipts shall be presented or transmitted to the Registrars office in token of such payment. Submission of documents- Documents to be lodged with the Registrar shall be printed or type written and may be delivered to him either in person or by post. No fact shall be recorded on a mere oral notice. Office hours - The office of the Registrar shall be open for business (Except on Sundays and holidays) from 11 a.m. to 3 p.m. FORMS

FORM No.l (See Rule 3) Filing Fee Rs. 3) The Indian Partnership Act 1932. Application for Registration of firms by the name Presented or forwarded to the Registrar of Firm for filing....,.., We, the undersigned, being the partners of the firm.... . hereby apply •for registration of the said firm and for that purpose supply the following particulars, in plursuance of section 58 of Indian Partnership Act. , 1932. The Firm's name..... . Place of business..... a) Principat place. b) Other ptaces Name of partners Date of Joining the Permanent address 3 1 2. 2 Duration of the'firm..... Station..... Dated.... 1) 2) Signature of the partners or their specially authorised agents. . son ot.... . . Years of age..... do herebyu declare thatthe above statement is true and correct to the best of my knowledge and belief. Date.. Witness Signature .....Son of..... . years of . do hereby declare that the abovestatement is true and correct to the best of my knowledge and belief. Date..... Witnesses.... Signature If any partner is a minor the fact whether he is entitled to the benefits of partnership should be set out herein NB.- This form must be signed by all partners or their agents specifically authorised in this behalf in the presence of a witness or witnesses who must be either a Gazetted Officer. Advocate. Pleader, or Chartered Accountant. Here enter name of firm. FORMS FORM No." (See Rule 3) Filing Fee Rs. 1) The Indian Partnership Act 1932. Statement of Alteration in the name of the .... Firm or in the location of the principal place of business. Presented or forwarded to the Registrar of firms for filing by,,.. We the undersigned, being the partners of the firm. * . Registration No... .....Date of Registration.... ..... . hereby supply the following particulars in plursuance ofSection 60 (i) of the Indian Partnershipn Act. 1932 Name of the firm • Previous name Regd. No..... New Name Date.... Principal place of business Previous place Station Date New Place (2) Signature of the partners or their Specially authorised agents. years of age..... do hereby Son of.... declare that the above statément is true and correct to the best of my knowledge and.beEief. Signature Witness... . Son of..... years of age.... .... do hereby dedare that the above statement is true and correct to the best of my knowledge and belief. Date..... Signature Witness N.B.- Strike out item not required * Here enter name of firm. FORMS FORM No."' (See Rule 3) Filing Fee Rs. 1) The Indian Partnership Act 1932. Intimate of change in the place of business..... (Other than..... Principal place of business) Presented or forwarded to the Registrary of firms for filing by Under Section 61 of the Indian Partnership Act, 1932, intimation is hereby given that the changes specified below have occurred in the place of business of the firm * .... Registration No..... Date of Registration..... Date of Change....,.. 1) 2) Station Date The firm has discontinued business at... .... The firm has began to carryout business at..... Signature of any partner or Agent of the firm. FORMS FORM No.iv (See Rule 4) Filing Fee Rs. 1) The Indian Partnership Act 1932. Intimate of change in the name or permanent address of partner. Presented or forwarded to the Registrary of firms for filing by Under Section 62 of the Indian Partnership Act. 1932. intimation is hereby given that the changes specified below have occurred in the name orland permanent address of partners in the firm* Name of partner Previous name in full Permanent address of partner - Previous permanent address New Name in full (2) Present permanent address (2) (1) Station... Date. N.B.- Strike out item not required. * Here enter name of firm. Signature of any partner or agent of the firm. FORMS FORM No. V See Rule 4) Filing Fee Rs. 1) The Indian Partnership Act 1932. Notice of change in the constitution of the firm or of the dissolution of the firm * Presented or forwarded to the Registrary of firms for filing -—-by Under Section 63(1) of the Indian Partnership Act, 1932. intimation is hereby given that the - (i)The constitution of the firms.... . Registration altered as follows : Name and full address of the incoming. partner and date of his joining the firm Station... Date..... Station . Date date of Registration.... .. . has been Name and full address of the outging partner and date of his ceasing to be partner. (2) Signature of the incoming continuing or outgoing partner or of his specially authorised agent. . ...Registration Dateof No... .. registration.... '.. has been dissolved with effect from Signature of the person who was a partner immediately before the dissolution or of his specially authorised agent. NB- Strike off item not requdired. * Here enter the name of the firm FORMS FORM No.Vl (See Rule 4) Filing Fee Rs. I) The Indian Partnership Act 1932. Notice Of Election by person admitted to the benefit of partnership on attaining majority Presented or forwarded to the Registrary of firms for filing by Under Section 63(2) of the Indian Partnership Act, 1932, intimation is hereby given that . admitted to the benefit of.. partner in the firm* Registration No.. .. ...Dateof ship Registration... . having now attained majority elects to become/ elects not to become a partner of the said firm. Station Date... Signature of the person Electing or of his specially authorised agent. * Here enter name of firm FORMS FORM No.Vll Register of firms Maintained under section 59 of the Indian

Partnership Act 1932, Serial Number of firm Name of firm - Date of registration - Duration of the firm- 2. 3. 4. 5

6. Address Partners Name of Partners Address (2) Date ofChange 2 Date of Joining Ceasing (3) (4) Remarks 3 Remarks (5) (1) 7. Principal place of business and changes therein - Particulars regardinq the place (1) 8)Other places of business Name of place 9. Name of firm Serial No.of the document 1 Date of Opening 2 Date of chanqe Ceasinq 3 Description of document 2 Date of 3 Remarks Remarks 4 Signature ot Registrar 4

FORM No. Vill (See Rule 9) Index to the Register of firm Name of of firm Names of partners 2 Principal Place of business 3 Trade Volume First No. page borne of entry on the 4 5 6 reqister 7 FORM No. 'X (See Rule 11 Acknowledgement of Registrar of firms The Registrar of firms Madhya pradesh, hereby acknowledges the receipt of the statement prescribed by Section 58 (i) of the Indian Partnership Act. 1932, The Statement has been filed and the name of the firm... seal Bhopal The Day ot. The Registrar of firms Madhya pradesh. hereby acknowledges the receipt of the under mentioned document and of the fee noted against....., for the same and intimateds that.... . been..... pursuant to section of the Indian Partnership Act. 1932. . has been entered in the Register of firm as.... .. No..... Registrar of firm 19 • Here enter name of firms FORM No. X (See Rule 11 (a) Seal Bhopal The Day of. Registrar of firm Forwarded to the Managing Agent/ Partner of the..... with reference to their/his letter dated the... Registrar of firms, FORM No. Xl (See Rule 13) Office of the Registrar of firms Register of fee Date of receipt Amount received 2 From whom on what received 3 account 4 Date of remitt- ance to Govt. treasury 5 FORM No. XII (See Rule 13) Receipt for fee Received The sum of rupees (In words) being thefée for — Filing Statem.ent Filing notice Inspection of Copy of (Number of words) Total Station Dated . Rs. p.