

IN-CPptn03

## **Deed of retirement from partnership**

**Dated:** [Date]

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Date

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This agreement is dated: [date]

It is made between [Mr/s name] of [ ] (“ ”)

And

[Mr/s name] of [ ] [ / ] [ ] (“ ”)

[If more, they

, .]

WHEREAS:

## 1. Background and purpose of agreement

1.1. The parties hereto have been carrying on business in partnership since [Date] ( ) [ ] [ ].

1.2. The Retiring Partner has given notice to [ ].

1.3. That the Retiring Partner has also communicated his wish to relinquish , , , .

1.4. The Retiring Partner has also decided to and communicated his desire / .

1.5. Discussions regarding the terms and conditions of retirement of the Retiring Partner having taken place,

1.6. It is now proposed to .

## 2. Continuation of Partnership Business:

2.1. The Retiring Partner will hereby retire and shall be deemed to have

[  
] [ ].

2.2. As from the said date the Continuing Partners will

## 3. Interests of the Retiring Partner:

3.1. It is declared that except as hereinafter provided the Retiring Partner shall not have and he hereby releases all his share,

3.2. The Continuing Partners agree to pay all the debts and liabilities of the said Firm and

## 4. Compensation for the Retiring Partner

The Retiring Partner confirms that as a result of accounts being taken and this being his independent and voluntary desire and agreement with the

## 5. Undertaking by the Retiring Partner

The Retiring Partner will not use the trade ( )

## 6. Non-Disclosure

6.1. That the Retiring Partner undertakes not to use, divulge or disclose to any person ( )

6.2. The Retiring Partner also undertakes that after the execution of the instant Deed of Retirement

## 7. Confidentiality

7.1. The Retiring Partner is aware that in the course of his association with the partnership business, he has had access to information in respect of the business and operation of

, , , , , / ,  
 /  
 , [ ,  
 ] ,  
 :

7.2. that he will not divulge to ;

7.3. he has not removed from the firm's premises or copied or allowed anyone ,  
 ,  
 ;

7.4. this restriction continues indefinitely.

## 8. Name and Goodwill of Partnership Business

The Retiring Partner agrees and undertakes that he will not use the name of the Firm and shall not

## 9. Intellectual Property

9.1. Intellectual Property created by the Retiring Partner during work in his association with the partnership business

9.2. The definition of ;

9.3. Software codes and graphic ;

9.4. unless otherwise specified in this agreement, ownership of all intellectual property, as defined ,

9.5. The Retiring Partner now grants an exclusive license to the Continuing Partners for ,

[ ]

## 10. Power of Attorney

In order to enable the Continuing partners to recover the outstanding dues to the said partnership and or to exercise any rights accrued during the course of business carried on by the parties ,

## **11. Matters after Retirement**

## **12. Relinquishment**

## **13. Notification**

## **14. Limitation of Liability**

## 15. Partnership shares in the new arrangement

15.1.

:

15.2. [Mr/s. Name]: [%]

15.3. [Mr/s. Name]: [%]

15.4.

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,

,

,

/

,

## 16. Bank Accounts

## 17. Dispute Resolution

,

[ ].



## 18. Declaration:

18.1.

, :

18.2. pledged the credit of the partnership firm; or

18.3.

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18.4.

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18.5.

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18.6.

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18.7.

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18.8.

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18.9.

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## 19. Reasonableness of agreement

Signed and delivered by the within named [\[Retiring Partner\]](#)

: [ ]

Signed and delivered by the within named [\[Continuing Partner\]](#)

: [ ]

Signed and delivered by the within named [\[Continuing Partner\]](#)

: [ ]

## Explanatory notes:

### Deed of retirement from partnership

#### General notes:

1. This simple agreement retires one of the existing partners from the partnership business on the terms as .
2. It is important that the original partnership agreement does not somehow preclude such .
3. This agreement provides for the continuation of partnership business for .
4. This agreement is best suited for relieving one or more partners of their responsibilities on payment or without payment of any compensation, however, .
5. Kindly do not forget to have the resignation of the retiring partner signed and retained in the ;
6. Kindly ensure that there is a formal signing and execution of the agreement in the presence of witnesses for all the safety reasons of dealing with a dispute at a later date. It is pertinent to mention that the execution of the deed of retirement has to be done in the same fashion as the original partnership deed. In the event that the original partnership deed was duly ,
7. It is the responsibility of the continuing partners in the partnership business to make necessary communication about retirement of one partner to the statutory authorities, bankers, business associates, clients, ;
8. Non compete clause can be inserted, however, subject to certain conditions ;
9. Bearing the expenditure on retirement of one ;

10. Continuing partners are independent and free to re-arrange their shareholding pattern

;

11. The document is fit for use in any kind of partnership – ,

;

**End of notes**

**Name of Outgoing/Retiring**

:

Date:

Addressed to:

The continuing partners in

Partnership Business

**Retirement from the partnership business [name of business]**

I am writing about

As you will have gathered over the last few months,

I want you to know that before writing this letter, I have

I am therefore asking you

[ ]

I appreciate that you will need time to consider this and perhaps to

Finally, I would like to specify that I relinquish and forego my share, interest, rights and title in the partnership business, [ ]

Yours sincerely,

[Name of Retiring/Outgoing partner]