

# Partnership Capital Transfer Agreement

This Partnership Capital Transfer Agreement ("Agreement") is made and entered into on **[Date]**, by and between:

## PARTIES

**Transferor:** [Name of Transferor], residing at [Address]  
**Transferee:** [Name of Transferee], residing at [Address]  
**Partnership Firm:** [Firm Name], with its principal place of business at [Address]

## RECITALS

WHEREAS, the Transferor is a partner in the above-mentioned Partnership Firm;  
WHEREAS, the Transferor desires to transfer his/her capital contribution and rights in the Firm to the Transferee;  
WHEREAS, the Transferee consents to the transfer and the Firm agrees to admit the Transferee as a partner in place of the Transferor;

## AGREEMENT

- Transfer of Capital:** The Transferor hereby transfers to the Transferee all his/her capital contribution amounting to **[Amount]** and all his/her rights, title, and interest in the Partnership Firm.
- Admission as Partner:** The Firm admits the Transferee as a partner in place of the Transferor, subject to the terms of this Agreement and the existing Partnership Deed.
- Consideration:** The Transferee shall pay the Transferor the sum of **[Amount]** as full consideration for the transfer of the capital and rights.
- Effective Date:** The effective date of this transfer shall be **[Date]**.
- Liabilities and Obligations:** The Transferee agrees to assume all obligations, liabilities, and responsibilities associated with the capital so transferred.
- Consent of Remaining Partners:** The remaining partners of the Firm hereby consent to this transfer and the substitution of the Transferee as a partner.

## MISCELLANEOUS

- This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- This Agreement constitutes the entire understanding between the parties regarding the transfer of partnership capital.
- This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

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Transferor  
[Name]

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Transferee

[Name]

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For Partnership Firm

[Name/Designation]

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### **Important Notes:**

- Partnership capital transfer may require approval from all existing partners, as per the firm's partnership deed.
- Ensure that all financial obligations and liabilities are duly resolved and recorded at the time of transfer.
- Stamp duty and registration requirements may apply according to local laws.
- This document should be executed on appropriate non-judicial stamp paper.
- Modify the template to reflect your specific partnership terms or legal advice.