

Sample LLP Partnership Clause Document

Date: [Insert Date]

Parties: [Partner 1 Name], [Partner 2 Name], (collectively referred to as "Partners")

LLP Name: [Insert LLP Name]

1. Interpretation

In this agreement, unless otherwise stated, words denoting the singular include the plural and vice versa; words denoting any gender include all genders.

2. Business of the LLP

The business of the LLP shall be to [insert main business activity or activities]. The Partners may agree in writing from time to time to undertake other business.

3. Capital Contribution

- Each Partner shall contribute such capital, as agreed and recorded in the LLP agreement.
- The respective contributions and interest, if any, shall be recorded in the books of the LLP.

4. Profit Sharing Ratio

Profits and losses of the LLP shall be shared among the partners in the following ratio:

- [Partner 1 Name]: [Percentage]%
- [Partner 2 Name]: [Percentage]%

5. Management of LLP

- All partners shall participate in the management of the LLP.
- Decisions shall be made based on majority/consensus as agreed by the partners.

6. Admission of a New Partner

No new partner shall be admitted into the LLP without the written consent of all existing partners.

7. Retirement/Resignation of a Partner

Any partner may retire/resign from the LLP by giving [x] days written notice to the other partners.

8. Expulsion of a Partner

A partner may be expelled from the LLP in accordance with the terms set out by unanimous agreement in writing of all other partners.

9. Accounts and Audit

- Proper books of account shall be maintained and closed as at 31st March every year.
- The accounts shall be audited by a qualified auditor appointed by the partners.

10. Indemnity

The LLP shall indemnify each partner in respect of payments made and liabilities incurred by them in the ordinary and proper conduct of the business.

11. Dissolution

The LLP may be dissolved by mutual consent of all partners or in accordance with applicable law.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [insert jurisdiction].

Signatures

Partner 1

Partner 2

Date: _____

Important Notes:

- This document is a basic sample and should be customized based on specific business requirements.
- All partners should carefully review and understand each clause before signing.
- Legal advice is recommended to comply with local laws and regulations.
- All changes to the agreement should be made in writing and signed by all partners.
- Properly executed LLP agreements help prevent disputes among partners.