

SPECIMEN OF DISSOLUTION DEED

This deed of dissolution made on the _____ day of _____ between _____, son of _____, aged _____ years, residing at _____ of the first part, hereinafter referred to as the continuing partner, and _____, son of _____, aged _____ years, residing at _____ of the second part, hereinafter referred to as the retiring partner.

WITNESSETH THAT WHEREAS the aforesaid parties of the first and second parts have been carrying on business in _____ at _____ in the name of _____, under a deed of partnership dated _____, and whereas _____, the party of the second part is going abroad for an indefinite period and is desirous of leaving the partnership, and the parties have agreed to dissolve the said partnership.

NOW, THEREFORE, it is agreed by and between the parties of the first and second parts that :

1. The partnership of _____ shall stand dissolved as from
2. The retiring partner shall cease to have any interest in, or connection with the business of with effect from
3. In full consideration of his relinquishing all rights, claims and interests in the business and assets of _____, the retiring partner has been paid as mutually agreed a sum of Rs. _____ (_____) by the continuing partner which payment the retiring partner hereby acknowledges.
4. The continuing partner shall be at liberty to continue the business in the name of either as sole proprietor or in partnership with others.
5. The retiring partner hereby assigns and transfers unto the continuing partner all his share and interest in the partnership business of _____ including book debts, goodwill and property.
6. The retiring partner hereby irrevocably appoints the continuing partner as his attorney to demand, collect and receive from all persons, all and singular, the debts, effects and moneys of the said partnership, to bring and institute suits and proceedings against debtors of the firm, to compromise with them in any manner that he thinks fit and to give effectual receipts and discharges for the same.
7. The continuing partner shall in due course pay all the debts and discharge all the liabilities of the said partnership and shall indemnify and keep indemnified the retiring partner against all actions, proceedings, costs and expenses in respect of matters relating to the said proceedings.
8. The retiring partner shall not carry on any competing business in any capacity whatever, within a radius of one kilometre from the place of business of the said partnership for a period of two years.
9. Without prejudice to any rights and remedies herein contained, each of the parties hereto hereby releases and discharges the other from all actions, proceedings, claims and demands on account of the said partnership.

IN WITNESS whereof the parties hereto have set their hands in the presence of witnesses.

Witnesses:

- | | | |
|----|--------------------|--------------|
| 1. | [Name and address] | First Party |
| 2. | [Name and address] | Second Party |

