

DISSOLUTION DEED

THIS DEED OF DISSOLUTION is made and entered into at (city) this _____th day of _____, 19__ BETWEEN: (1) _____, hereinafter referred to as the **party of the First Part** and (2) _____, hereinafter referred to as the **party of the second Part**, (3) _____, hereinafter referred to as the **Party of the Third Part**

WHEREAS the parties hereto were carrying on business in partnership under the firm name and style of M/s. _____, as per Deed of Partnership dated _____th _____ 19____. With effect from _____st _____ 19____ at _____, _____, (city).

AND WHEREAS the parties hereto have agreed to dissolve the said partnership firm by mutual consent w.e.f. the close of _____th day of _____ 199____.

AND WHEREAS the parties hereto are desirous of reducing into writing the terms and conditions of the dissolution of the said partnership firm.

NOW THIS DEED OF DISSOLUTION WITNESSETH AS FOLLOWS :

That the partnership under the Deed of Partnership dated _____th _____ 19____, being carried under the name and style of M/s. _____ shall be deemed to have been dissolved by mutual consent with effect from the close of _____st _____, 199____.

That each of the said parties has assured the other and warrants that except as recorded in the books of accounts and papers of the partnership, each of them has not received, collected or discharged or compromised any claim, demand or other credit due or to become due to the partnership or incurred any obligation that may now or hereafter directly or indirectly charge or effect the partnership or any of its property.

That each of the parties hereto have agreed to assure that they shall execute any other deed or deeds or releases to further assure the carrying into effect the terms agreed to herein but at the expenses or requisitioning party.

That each of the parties hereto hereby mutually release the other from the terms and conditions, proceedings, claims or otherwise arising out of or in respect of the said firm and from all affairs, business transactions, outstanding, credits and demands in respect of the firm and the parties hereto have agreed to settle their accounts as per Balance Sheet as on _____st _____ 199____, which is enclosed herewith and marked as **exhibit 'A'**.

Notwithstanding anything stated hereby or provided in these presents, it is hereby agreed by and between the parties hereto that all the parties hereto in due course shall pay their respective liabilities if any for Income tax, Surcharge or any other tax in respect of the profits or income made by the said partnership firm in proportions to their respective shares prior to the date of dissolution as aforesaid and shall and will justly, indemnify and keep indemnified each other, their respective heirs, executors and administrators and their estates and effects from and against all claims, demands, actions, proceedings that may be made, adopted or taken and against all costs, charges and expenses that may be incurred in respect thereof.

IN WITNESS WHEREOF The parties hereto have set and subscribed their respective hands on the day and year first hereinabove written.

SIGNED AND DELIVERED by the)

Within named Party of the First Part)

_____) _____

in the presence of)

SIGNED AND DELIVERED by the)

Within named **Party of the Second Part**)

_____) _____

in the presence of)

SIGNED AND DELIVERED by the)

Within named **Party of the Third Part**)

_____) _____

in the presence of)