

**SERIES  
535**

## Process for Change in NAME of LLP

Section-19 of LLP Act- 2008, Rule-20 of LLP Rules- 2009



**(06<sup>th</sup> February, 2020)**

The limited liability partnership may change its name by following the procedure as laid down in the limited liability partnership agreement. Where the limited liability partnership agreement is silent on this matter, consent of all partners shall be required for changing the name of the limited liability partnership

In case there is no clause in the limited liability partnership agreement relating to change in the name the same can be made with the consent of all the partners of limited liability partnership.

| S. NO | Check whether there is provision in LLP Agreement regarding change of Name | As per given provisions under LLP Agreement                                                                                          | Fees |
|-------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------|
| 1.    | If no provision in LLP Agreement than                                      | Consent from all the Partners                                                                                                        |      |
| 2.    | Take Consent of all the Partners                                           |                                                                                                                                      |      |
| 3.    | Check Name Availability on MCA Site                                        |                                                                                                                                      |      |
| 4.    | File form RUN                                                              | <b><u>ATTACHMENT</u></b> <ul style="list-style-type: none"><li>• Resolution of LLP</li><li>• Consent from all the partners</li></ul> | 200  |
| 5.    | Once name is approved by Registrar                                         | The name approved shall be available for adoption for a period                                                                       |      |

|     |                                                                                                                                                                                     |                                                                                                                                      |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--|
|     |                                                                                                                                                                                     | of 3 months.                                                                                                                         |  |
| 6.  | File Form LLP-5                                                                                                                                                                     | <b><u>ATTACHMENT</u></b> <ul style="list-style-type: none"> <li>• Consent of partners</li> <li>• Notice of change of name</li> </ul> |  |
| 7.  | The Registrar (ROC) on being satisfied that the changed name is the one as reserved by him shall issue a fresh certificate of Change of Name in <b>Form No. 16 in the new name.</b> |                                                                                                                                      |  |
| 8.  | The changed name shall be effective from the date of such certificate.                                                                                                              |                                                                                                                                      |  |
| 9.  | Execute Supplementary Agreement                                                                                                                                                     |                                                                                                                                      |  |
| 10. | File form LLP-3                                                                                                                                                                     | <b><u>ATTACHMENT</u></b><br>Supplementary Agreement                                                                                  |  |

### Draft CTC of Resolution for Change of Name:

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF DESIGNATED PARTNERS OF \_\_\_\_\_ LLP HELD ON \_\_\_\_\_, AT REGISTERED OFFICE OF THE LLP AT \_\_\_\_\_.

**“RESOLVED THAT** pursuant to the provisions of Limited Liability Partnership Act, 2008, Limited Liability Partnership Rules, 2009 and other applicable provisions if any, including any enactments or amendments thereof and subject to the approval of the Registrar of Companies, NCT of Delhi & Haryana, the name of the LLP be and is hereby changed from \_\_\_\_\_ LLP to \_\_\_\_\_ LLP.

**RESOLVED FURTHER THAT** the name \_\_\_\_\_ **LLP** wherever it occurs in the LLP Agreement of the LLP be substituted by the new name \_\_\_\_\_ **LLP**.

**RESOLVED FURTHER THAT** Designated Partners of the LLP, be and are hereby severally authorized to file the necessary application, e-forms and other documents with the Registrar of Companies and to do all such acts, deeds and things as may be necessary in this regard.

**FURTHER RESOLVED THAT** to give effect of the above resolution a reconstitution of LLP Agreement will be made by the Designated Partners of the LLP.”

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