

SERIES
536

PROCEDURE FOR CHANGE IN REGISTERED OFFICE

SECTION-13 LLP Act- 2008, RULE - 17 of LLP Rules- 2009



As per Section 13 of LLP, 2008 every LLP shall have a registered office to which all communications and notice may be addressed and where they shall be received.

Address of initial registered office of a LLP is to be mentioned in the incorporation documents itself i.e. FilliP.

The LLP may change its registered office from one place to another of following the procedure as laid down in its LLP agreement. Where the LLP agreement does not provide for such procedure, consent of all partners shall be required for changing the place of registered office of LLP to another place. The procedure and requirements of change of registered office is given in tabular form below:

Action to be taken	Change of office within same State and within jurisdiction of same Registrar	Change of Office within same State from the jurisdiction of one Registrar to another Registrar	Change of Office from one State to another
Resolution for Change of Address	As per LLP Agreement where the Limited LLP doesn't provide for such procedure,	As per LLP Agreement where the Limited LLP doesn't provide for such procedure,	As per LLP Agreement where the Limited LLP doesn't provide for such procedure,

	consent of all partners shall be required for changing the place of Registered Office of Limited LLP to another place.	consent of all partners shall be required for changing the place of Registered Office of Limited LLP to another place.	consent of all partners shall be required for changing the place of Registered Office of Limited LLP to another place
Secured Creditors	No consent Required.	No Consent Required.	Consent of secured Creditors required.
Form to be filed	Form- 15 to be filed with Registrar with which it is registered.	Form- 15 to be filed with Registrar from where the LLP proposes to shift its registered office with a copy thereof for the information to the Registrar under whose jurisdiction the registered office is proposed to be shifted.	Form- 15 to be filed with Registrar from where the LLP proposes to shift its registered office with a copy thereof for the information to the Registrar under whose jurisdiction the registered office is proposed to be shifted.
Public Notice	No public notice required.	No public notice required.	Publish a general notice, not less than 21 days before filing any notice with Registrar, in a daily

			newspaper published in English and in the principal language of the district in which the registered office of the LLP is situated and circulated in that district giving notice of change of registered office.
From when to be filed	Within 30 days of resolution so passed.	Within 30 days of resolution so passed.	Within 30 days of publish of notice.

A. Shifting within Same State:

<u>S.NO.</u>	<u>PARTICULAR</u>	
1.	Check where there is any provision of change of registered office in LLP Agreement.	As per given provisions under LLP Agreement
2.	If no provision in LLP Agreement	Then consent of all the partners is required.
3.	File form-15 [Within 30 days of shifting of Registered office]	<u>ATTACHMENT</u> - Consent of all partners. - Proof of Register office. (Utility Bill)

4.	Execute supplementary agreement	
5.	File form LLP-3	<u>ATTACHMENT</u> Supplementary Agreement

B. From One State to Other State:

<u>S.NO.</u>	<u>PARTICULAR</u>	
1.	Check where there is any provision of change of registered office in LLP Agreement.	As per given provisions under LLP Agreement
2.	If no provision in LLP Agreement	Then as per point-3
3.	Take Consent of all the partners.	
4.	Publish notice in News Paper [At least 21 days before filling of form with ROC]	In one English Newspaper In one vernacular Language Newspaper
5.	File form-15 [after 30 days of issue of notice in newspaper]	<u>ATTACHMENT</u> - Consent of all partners. - Proof of Register office. - Copy of news paper publication.
6.	Execute supplementary agreement	
7.	File form LLP-3	<u>ATTACHMENT</u> Supplementary Agreement

RULE – 17 of LLP Rules- 2009

1. The limited liability partnership may change its registered office from one place to another by following the procedure as laid down in the limited liability partnership agreement. Where the limited liability partnership agreement does not provide for such procedure, consent of all partners shall be required for changing the place of registered office of limited liability partnership to another place: Provided that where the change in place of registered office is from one State to another State, the limited liability partnership having secured creditors shall also obtain consent of such secured creditors.
2. For the purposes of sub-section (3) of section 13, notice of change of place of registered office shall be given to Registrar in Form 15, within 30 days of complying with the requirements of sub-rule (1), in case of change of registered office within the same state, and within 30 days of complying with sub-rule (4) in case of change of registered office from one state to another state.

Connect with CS Divesh Goyal Social Media:

Facebook	https://www.facebook.com/
LinkedIn	https://www.linkedin.com/feed/
Instagram	Csdiveshgoyal
YouTube	https://www.youtube.com/channel/UCxg-RvIn-GdQ3ul6isI_c4w
Blog	www.csdiveshgoyal.info

DIVESH GOYAL

**Practicing Company Secretary
GOYAL DIVESH & ASSOCIATES**

Mob: +918130757966

csdiveshgoyal@gmail.com

(Author – CS Divesh Goyal, GOYAL DIVESH & ASSOCIATES Company Secretary in Practice from Delhi and can be contacted at csdiveshgoyal@gmail.com).

Disclaimer: The entire contents of this document have been prepared on the basis of relevant provisions and as per the information existing at the time of the preparation. Although care has been taken to ensure the accuracy, completeness and reliability of the information provided, I assume no responsibility therefore. Users of this information are expected to refer to the relevant existing provisions of applicable Laws. The user of the information agrees that the information is not a professional advice and is subject to change without notice. I assume no responsibility for the consequences of use of such information. IN NO EVENT SHALL I SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR INCIDENTAL DAMAGE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE INFORMATION