

## **Form 8**

*[See rule 24]*

### **Statement of Account & Solvency**

**Note – All fields marked in \*are to be mandatorily filled.**

Annual or interim

If Annual -

Statement of Account and Solvency as at

LLPIN/FLLPIN

Name of the Limited Liability Partnership/ Foreign Limited Liability Partnership

#### Part A: Statement of Solvency

We  being the designated partners or authorized representatives of  (name of the LLP/FLLP) do solemnly affirm and sincerely declare that we have made a full inquiry into the affairs of this Limited Liability Partnership/Foreign Limited Liability Partnership, and that, having done so, have formed the opinion that the Limited Liability Partnership/Foreign Limited Liability Partnership is/is not able to pay its debts in full as they become due in the normal course of business.

We append a Statement of the Assets and Liabilities as at  and Income and Expenditure for the period ended on  being the latest practicable date before the making of this declaration.

We append a Statement indicating creation of charges or modification or satisfaction thereof during the financial year.

We declare that the turnover does not exceed/exceeds 40 lakh or the contribution does not exceed/exceeds 25 lakh rupees. The partners/authorized representatives have taken proper care and responsibility for maintenance of adequate accounting records and preparation of accounts in accordance with the provisions of the LLP Act and the Rules made thereunder.

We  being the authorized representatives of

(name of the foreign LLP) do solemnly affirm and sincerely declare that we have made a full enquiry into the affairs of the limited liability partnership incorporated outside India, and that, having done so, have formed the opinion that such foreign limited liability partnership incorporated outside India is/is not able to pay its debts in full as they become due in the normal course of business.

We make this statement conscientiously believing it to be true, and by virtue of the provisions of the Limited Liability Partnership Act, 2008, the rules made thereunder.

Made on this  day of

Place:

Signature of Designated Partners of LLP   
or authorized representatives (AR) of a Foreign LLP

DPINs

**Part B: Statement of Account**

**Statement of Assets and Liabilities**

Of  as at  (period)  
(In Rupees \_\_\_\_\_)

	Particulars	Figures as at the end of the current reporting period	Figures as at the end of the previous reporting period
	1	2	3
<b>I.</b>	<b>CONTRIBUTION AND LIABILITIES</b>		
(1)	<b>Partners' funds</b>		
	(a) Contribution		
	(b) Reserves and surplus (Surplus being the profit/loss made during the year)		
(2)	<b>Liabilities</b>		
	(a) Secured loans		

	(b) Unsecured loans (c) Short term borrowings (d) Creditors/trade payables - Advance from customers (e) other liabilities (to specify) (f) Provisions (i) for taxation (ii) for contingencies (iii) for insurance (iv) other provisions (if any)  <b>TOTAL</b>		
II	<b>ASSETS</b>  (a) Fixed assets (b) Investments (c) Loans and advances (d) Inventories (e) Debtors/trade receivables (f) Cash and cash equivalents (g) other assets (to specify)  <b>TOTAL</b>		

Notes: (a) Contingent liabilities not provided for.  
 (b) The disclosures under provisions of section 22 of the Micro, Small and Medium Enterprises Development Act, 2006 may be added as attachment to this Form.  
 (c) Any other disclosures the LLP thinks proper to disclose.

Signature of Designated Partners of LLP  
 or authorized representatives (AR) of a Foreign LLP

DPINs

Statement of Income and Expenditure

Of  for the period from  to

<u>Income</u>	<u>Current year</u>	<u>Previous year</u>

Turnover		
Other income (to specify)		
Increase/(decrease) in stocks [including for raw materials, work in progress and finished goods]		
TOTAL INCOME		
<b><u>Expenses</u></b>		
Purchases		
Personnel expenses		
Administrative expenses		
Selling expenses		
Depreciation		
Interest		
Other expenses (to specify)		
Profit before taxes		
Provision for Tax		
Profit after Tax		
Profit transferred to Partners' account		
Profit transferred to Reserves and surplus		

**Note:-**

(a) Turnover means the aggregate of the gross value of the realization made from the sales, supply or distribution of the goods or on account of services

rendered or both during the financial year. The amount of total excise duty/service tax deducted from turnover shall be disclosed separately.

(b) Any other disclosures the LLP thinks proper to disclose.

Signature of Designated Partners of LLP   
or authorized representatives (AR) of a Foreign LLP

DPINs

**Certificate by the Designated partner or the auditor**

It is hereby certified that I have verified the particulars contained in the Statement of Account and Solvency including the Statements of assets and liabilities as at  and the income and expenditure for the period ending  from the accounting records and other books and papers of  (name of the LLP) and found them to be true and fair.

Name of the auditor/designated partner

\*Address

\*Line I

\*Line II

\*City  \*State

\*Pin  \*ISO Country Code

\*Country  Phone  Fax

Email ID

Membership number/DPIN

Place:

Date:

For office use only

This e-form is hereby registered

Digital signature of the authorizing officer

**Appendix to Statement of Account and Solvency**  
Particulars for creation or modification or satisfaction of charges by an LLP

1. \*LLPIN

2. (a) This form is for  
                     creation of charge          
                     modification of charge     
                     satisfaction of charge

\*(b) charge identification ID number of the charge to be modified  
 or satisfied

3. \*Type of charge

Immoveable property		Ship	
Any interest in immoveable property		Goodwill	
Book debts		Patent, licence under a patent	
Moveable property (not being pledge)		Trade marks	
Floating charge		Copyright or licence under copy right	
If others, specify			

4. \*Whether joint charge is involved        YES      NO   

5. \*Number of charge holders

6. Particulars of the charge holders

CIN/LLPIN

\*Name

\*Address

\*Line 1

\*Line 2

\*City  District

\*State  \*PIN Code

\*ISO Country Code

\*Email ID

7. \*Nature or description of instrument(s) creating or modifying the charge.

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8. \*Date of the instrument creating or modifying the charge   
(DD/MM/YYYY)

9. (a) \*whether charge created or modified outside India  
Yes  No

(b) In case charge created or modified outside India on the property situated outside India, the date of receipt of the documents in India

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(DD/MM/YYYY)

10. \*Amount secured by charge in Rs.

11. Brief particulars of the principal terms and conditions and extent and operation of the charge

(a) *Rate of interest
(b) *terms of repayment
(c) *margin
(d) *extent and operation of the charge
(e) others

12. In case of acquisition of property, subject to charge, furnish the following details relating to existing charge on the property so acquired:

- (a) date of instrument creating or evidencing the charge,
- (b) description of the instrument creating or evidencing the charge,
- (c) date of acquisition of the property,
- (d) amount of the charge in rupees,
- (e) particulars of the property charged.

13. \*Short particulars of the property charged (including location of the property)

14. (a) \*whether any of the property or interest therein under reference is not registered in the name of the company.

Yes  No

(b) If yes, in whose name it is registered

Note. If more than one charge holder involved, details of extent of charge, particulars of property charged, amount secured to be provided in attachment.

15. Date of latest modification prior to present modification

DD/MM/YYYY

16. Particulars of present modification

17. Date of satisfaction in full  (DD/MM/YYYY)

**Attachments:-**

- (i) instrument of creation or modification
- (ii) instrument evidencing creation or modification of charge in case of acquisition of property which is already subject to charge
- (iii) particulars of all joint charge holders
- (iv) letter of charge holder stating that the amount has been satisfied
- (v) optional attachment.

Signature of Designated Partner

DPIN