

Government of Pakistan
SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

Islamabad, 5th June, 2017

NOTIFICATION

S.R.O. 422 (I)/2017. - The following draft Limited Liability Partnership Regulations, 2017, proposed to be made by the Securities and Exchange Commission of Pakistan in exercise of the powers conferred by section 53 of the Limited Liability Partnership Act, 2017 (XIX of 2017), is hereby published for the information of all the persons likely to be affected thereby and notice is hereby given that comments, if any, received within fourteen days of the date of this notification will be taken into consideration.

DRAFT REGULATIONS

CHAPTER I
PRELIMINARY

1. Short title and commencement.- (1) These regulations shall be called the Limited Liability Partnership Regulations, 2017.

(2) They shall come into force at once.

2. Definitions.- (1) In these regulations, unless there is anything repugnant in the subject or context,-

- (a) "Act" means the Limited Liability Partnership Act, 2017;
- (b) "Annexure" means a form attached to these Regulations;
- (c) "Application" includes an application, petition or appeal;
- (d) "Electronic documents" includes documents in any electronic form and scanned images of physical documents;
- (e) "eServices" means any service or means provided by the Commission for the lodging or filing of electronic documents;
- (f) "Fee" means the fee prescribed by the Commission under these regulations;
- (g) "Financial Statements" in relation to a LLP, includes -
 - (i) a statement of financial position i.e balance sheet as at the end of the period;
 - (ii) a statement of profit or loss or income and expenditure;

- (iii) notes, comprising a summary of significant accounting policies and other explanatory information;
- (iv) comparative information in respect of the preceding period; and
- (v) any other statement as may be prescribed;
- (h) "Incorporation Documents" means the information and documents as prescribed by the Commission for incorporation of LLP.
- (i) "LLP" means Limited Liability Partnership;
- (j) "Ordinance" means the Companies Ordinance, 1984 (XLVII of 1984);
- (k) "Regulations" means the Limited Liability Partnership Regulations, 2017 and the annexures and schedules attached to it;
- (l) "Rules" means rules formed under the Act;
- (m) "Statement of Accounts" means financial statements of the LLP.

(2) The words and expressions used but not defined herein shall have the same meaning as are assigned to them in the Act, the Ordinance, the Securities and Exchange Commission of Pakistan Act, 1997, any rules and regulations made thereunder.

CHAPTER 2 PROVISIONS RELATED TO NAME

3. Reservation of Name. – (1) Any person desirous of forming a LLP shall apply for reservation of name either online or in physical form in terms of Section 6 of the Act in the following manner:

- (a) Application as per **Annexure-I** of the regulations along with fee as specified in Schedule II of the Regulations shall be filed with the registrar.
- (b) The applicant shall ensure that the proposed name of the limited liability partnership shall fulfil the criteria specified in section 6 of the Act and these regulations.

(2) The registrar if satisfied that the proposed name fulfills the criteria specified in the Act and these regulations, may issue availability of name as per **Annexure-II** for a period of thirty days from the date of availability of name letter. If the applicant fails to file application for incorporation of LLP within the said period, the availability of name shall stand cancelled and a fresh application for name reservation has to be filed in case the person is desirous to avail the name once again. In case of refusal of the proposed name, the registrar shall issue the order of

refusal as per **Annexure-III**. An appeal can be made within thirty days by the aggrieved person before the Commission against the order of refusal by the registrar in terms of sub-section (4) of Section 6 of the Act.

(3) The registrar, while considering the application for reservation of name may require the applicant to furnish such additional information as deemed appropriate.

4. Prohibition of certain names.— (1) The following words and combinations thereof shall not be used in the name of a limited liability partnership in English or any of the languages depicting the same meaning,-

- (a) Federal Government, Provincial Government, Name depicting association with any foreign government, Name suggesting association with any political personality, Commission, Authority, Register/ Registered, Co-operative, Bureau, Division, Department, Undertaking, Municipal, Union, Republic, Nation, President, Governor, Prime Minister, Chief Minister, Minister, Cabinet, Senate, National Assembly, Parliament/ Parliamentary, Statute/ Statutory, Court/ Judiciary/ Judge, Administrator.
- (b) Names of International bodies and abbreviations thereof including, but not limited to, United Nations, South Asian Association for Regional Cooperation, Organization of Islamic Conference, World Bank, International Finance Corporation, Asian Development Bank, Islamic Development Bank, International Monetary Fund, Red Cross, Red Crescent.

Provided that the Commission may allow any of the above names under special circumstances on the request of any government or authority as the case may be.

(2) The name shall be considered undesirable, if -

- (a) it includes the name of a registered trade mark or a trade mark which is subject of an application for registration, unless the consent of the owner or applicant for registration of the trade mark, as the case may be, has been obtained and produced by the partners;
- (b) it includes any word or words which are offensive to any section of the people;
- (c) any other word which in the opinion of registrar is undesirable or may not be allowed.

5. Rectification of Name of LLP.- (1) A LLP which, through inadvertence or otherwise, is registered by a name in contravention of the provisions of section 6 of the Act or these regulations or the name was obtained by furnishing false or incorrect information,-

(a) may file an application to the registrar as per **Annexure-IV** along with fee specified in **Schedule II** for rectification of name; and

(b) shall, if the registrar so directs, within thirty days of receipt of such direction, change its name with approval of the registrar:

Provided that the registrar shall, before issuing a direction for change of the name, afford the LLP an opportunity to make representation against the proposed direction.

(2) If a LLP makes default in complying with the direction issued by the registrar under clause (b) of sub-regulation (1) or continue using previous name after the name has been changed by the registrar, shall be liable to a penalty which may extend to one hundred thousand rupees.

6. Change of name by LLP.— (1) A LLP desirous of changing its name shall pass a special resolution by majority of not less than three-fourth of partners as are present in the meeting.

(2) Subsequent to the approval of the partners, the LLP shall file an application to the registrar as per **Annexure-V** along with fee specified in **Schedule II** for change of name.

Provided that the registrar before making such approval, may advise the LLP to make alteration in the incorporation documents including limited liability partnership agreement and other necessary documents as deemed necessary.

7. Registration of change of name and effect thereof.- (1) Where a LLP changes its name, the registrar shall enter the new name on the register in place of the former name, and shall issue a certificate as per **Annexure-VI** to meet the circumstances of the case and, on the issue of such a certificate, the change of name shall be complete.

(2) Where LLP changes its name, it shall, for a period of three months from the date of issue of a certificate by the registrar under sub-regulation (1), continue to mention its former name along with its new name on the outside of every office or place in which its business is carried on in accordance with sub-section (5) of section 6 of the Act.

(3) The change of name shall not affect any rights or obligations of the LLP, or render defective any legal proceedings by or against the LLP and any legal proceedings that might have

been continued or commenced against the LLP by its former name may be continued by or commenced against the LLP by its new name.

CHAPTER 3 INCORPORATION OF LIMITED LIABILITY PARTNERSHIP

8. Application for incorporation of limited liability partnership. – The applicant subject to grant of availability of name in terms of regulation 3 shall make an application as per **Annexure-VII** either online or in physical form to the registrar for incorporation of LLP along with the following documents –

- (a) Declaration of applicant for Incorporation as per **Annexure-VIII**;
- (b) Copies of National Identity Card of the partners/ designated partners and of witness to the documents. Copy of Passport in case of foreigner shall be filed;
- (c) Attested copy of agreement signed and agreed between the partners, the contents of which shall be in accordance with **Schedule-I**;
- (d) Consent of designated partner/s as per **Annexure-IX**;
- (e) Original bank challan evidencing the payment of fee specified in **Schedule II**;
- (f) Any other information and document as required by the registrar.

9. Examination of documents by the registrar. - The registrar shall examine the incorporation documents submitted for registration of LLP and if satisfied that the same are complete in all respects and all the requirements of the Act and regulations have been complied with shall register the documents delivered to him.

10. Issuance of Certificate of Incorporation. – On registration of incorporation documents delivered to the registrar under regulation 8 above, the registrar shall issue a certificate of Incorporation under his signatures and authenticated by official seal of the Registrar as per **Annexure X**.

11. Refusal of Registration. - (I) The registrar may refuse registration of LLP if he has reasons to believe that the proposed business is:

- (a) undesirable or unlawful; or
- (b) is deceptive; or
- (c) would be contrary to the national security or interest.

(2) The applicant may file an appeal to the Appellate Bench of the Commission in terms of Section 41 of the Act within sixty days of the order of refusal.

CHAPTER 4
PARTNERS AND DESIGNATED PARTNERS

12. Consent to act as designated Partner.- (1) Every individual who agrees to act as designated partner shall file his prior consent with the LLP as per **Annexure-IX**.

(2) The LLP shall file the particulars of designated partners of the LLP along with his consent to act as such with the Registrar as per **Annexure-XI** within fifteen days of the receipt of his consent.

13. Eligibility to be designated partners.- A person shall not be capable of being appointed as a designated partner of LLP, if he:

- (a) is a minor;
- (b) is of unsound mind;
- (c) is an undischarged insolvent; and
- (d) he has applied to be adjudicated as an insolvent and his application is pending.

14. Registration of changes in Partners.- (1) A notice in terms of section 14 of the Act to become or cease to be a partner or designated partner as the case may be shall be signed, authenticated under common seal of LLP and filed with the registrar within fifteen days in the form as per **Annexure-XII** along with fee specified in **Schedule II**.

(2) The notice concerning admission of new partner as per sub-regulation (1) shall be accompanied by his consent to act as such as per **Annexure-XIII**.

(3) A notice in terms of section 14 of the Act for any change in the name or address of a partner or designated partner as the case may be, shall be signed, authenticated under common seal of LLP and filed with the registrar within fifteen days in the form as per **Annexure-XIV** along with fee specified in **Schedule II**.

(4) If default is made in complying with sub-regulation (1), the LLP shall be liable to a fine which may extend to one hundred thousand rupees.

15. Form of Contribution.- (1) The contribution of each partner shall include but not limited to moneys, negotiable instruments, properties including valuable rights, intangibles, knowledge and skills in accordance with the partnership agreement.

(2) The respective contribution of each partner may be accounted for in accordance with the partnership agreement and disclosed in the financial statements of the LLP along with nature and value of contribution.

(3) The monetary value of contribution of partners representing tangible and intangible properties shall be determined in accordance with the Ordinance, rules and regulations made thereunder.

16. Partner's transferable interest.- (1) The LLP shall notify the Registrar, the transfer of rights of a partner to share of the profits and losses of the LLP and to receive distributions to another person as per **Annexure-XV** within seven days of such change.

Chapter 5 **BOOKS OF ACCOUNTS**

17. Books of Accounts. -(1) Each LLP shall maintain books of accounts at its registered office relating to its state of affairs for each year of its existence on accrual basis and according to double entry system of accounting.

(2) The books of accounts of every LLP relating to a period of not less than ten years immediately preceding the current year shall be preserved in good order.

(3) Every LLP shall prepare and file its financial statements within a period of four months from the end of each financial year as per **Annexure-XVI** along with payment of fee as per **Schedule-II** of these regulations.

Provided that LLPs as notified by the Commission shall be required to file the financial statements with the Registrar.

(4) The books of account shall contain—

(a) particulars of all sums of money received and expended by the LLP and the matters in respect of which the receipt and expenditure takes place;

(b) a record of the assets and liabilities of the LLP;

(c) statements of cost of goods purchased, inventories, work-in- progress, finished goods and cost of goods sold;

(d) any other records decided by the partners; and

(e) any other particulars specified by the Commission.

(5) The financial statements of the LLP shall be approved through resolution passed by a majority in number of partners. The financial statements shall be signed on behalf of the limited liability partnership by its designated partner. In case the designated partner is not available, these shall be signed by all the partners.

(6) If default is made in complying with regulation 17, the LLP and designated partner shall be liable to a fine as specified in sub-section (6) of section 20 of the Act.

Chapter 6 **AUDITORS**

18. Appointment of Auditor.- (1) An auditor or auditors of a LLP shall be appointed after seeking approval of partners through resolution passed by a majority in number of partners.

(2) The first auditor or auditors of a LLP shall be appointed by the partners within ninety days of the date of incorporation of the LLP for a period of one year;

(3) The subsequent auditor or auditors shall be appointed by partners in the meeting held for the purpose of approval of financial statements of the LLP.

Provided further that the partners may appoint an auditor or auditors where the designated partner failed to appoint auditor within the prescribed time.

Provided further that the LLP shall obtain a consent in writing from the auditor before his appointment and designated partner shall file the same along with **Annexure-XVII** with the registrar before such appointment.

(2) If default is made in complying with regulation 18, the LLP and designated partner shall be liable to a fine as specified in sub-section (6) of section 20 of the Act.

19. Term of Auditors.- (1) An auditor or auditors of an LLP shall hold office in accordance with the terms of his or their appointment and shall continue to hold such office till the period the new auditors are appointed.

(2) The remuneration of an auditor appointed by the limited liability partnership may be fixed by the designated partner or by following the procedure as laid down in the limited liability partnership agreement.

(3) The partners of a limited liability partnership may remove an auditor from office at any time by following the procedure as laid down in the limited liability partnership agreement. Where the limited liability partnership agreement does not provide for removal of an auditor, consent of all the partners shall be obtained for removal of the auditor from his office.

(4) An auditor of an LLP may resign his office by giving a notice in writing to that effect at the LLP's registered office. Where an auditor is unwilling to be re-appointed, he shall give a notice in writing to that effect at the LLP's registered office, not less than 14 days before the end of the time allowed for appointing the new auditor. The notice will not be effective unless it is accompanied by the statement of the circumstances connected with his ceasing to hold office.

The auditor's term comes to an end as on the date on which the notice is given or on such later date as may be specified in the notice.

Chapter 7 RIGHTS AND DUTIES OF AUDITORS

20. Auditors' right to information.-(1) An auditor of a LLP has a right,-

(a) of access at all times to the LLP's books, accounts and vouchers (in whatever form they are held);

(b) to require any of the following persons to provide him with such information or explanations as he thinks necessary for the performance of his duties as auditor,-

(i) any partner, designated partner, officer or employee of the LLP; or

(ii) any person holding or accountable for any of the LLP's books, accounts or vouchers.

(2) If any officer of a LLP refuses or fails without lawful justification to allow any auditor access to any books and papers in his custody or power or to give any such information possessed by him as and when required or otherwise hinders obstructs or delays an auditor in the performance of his duties or provides false or incorrect information, he shall be liable to penalty which may extend to one hundred thousand rupees.

21. Duties of Auditor.- (1) A LLP's auditor shall conduct the audit and prepare his report in compliance with the requirements of International Standards on Auditing as adopted by the Institute of Chartered Accountants of Pakistan.

(2) A LLP's auditor must carry out such examination to enable him to form an opinion as to-

(a) whether or not the financial statement present a true and fair view;

(b) whether or not the financial statements have been prepared in accordance with International Financial Reporting Standards for Small and Medium Sized Entities (IFRS for SMEs) issued by the IASB and notified by SECP;

(c) whether or not the financial statements have been prepared in accordance with the requirements of the Act and the regulations.

(3) The auditor shall make out a report as per **Annexure- XVIII** on the accounts and books of accounts of the LLP on every annual financial statements and on every other document forming part of such statements including notes, statements or schedules appended thereto, the report shall state-

(a) whether or not they have obtained all the information and explanations which to the best of their knowledge and belief were necessary for the purposes of the audit and if not, the details thereof and the effect of such information on the financial statements;

(b) whether or not in their opinion proper books of accounts have been kept by the LLP;

(c) whether or not in their opinion the statement of financial position and profit and loss account or the income and expenditure account have been drawn up in conformity with the requirements of in accordance with International Financial Reporting Standards for Small and Medium Sized Entities (IFRS for SMEs) issued by the IASB and notified by SECP and are in agreement with the books of accounts;

(d) whether or not in their opinion and to the best of their information and according to the explanations given to them, the said financial statements give a true and fair view-

(i) in the case of the statement of financial position, of the state of affairs of the LLP as at the end of the financial year; and

(ii) in the case of the profit and loss account or the income and expenditure account, of the profit or loss or surplus or deficit, as the case may be, for its financial year.

(e) whether or not in their opinion-

(i) investments made, expenditure incurred and guarantees extended, during the year, were for the purpose of LLP's business; and

(ii) zakat deductible at source under the Zakat and Usher Ordinance, 1980 (XVIII of 1980), was deducted by the LLP and deposited in the Central Zakat Fund established under section 7 of Zakat and Usher Ordinance, 1980.

Explanation: Where the auditor's report contains a reference to any other report, statement or remarks which they have made on the financial statements examined by them, such statement or remarks shall be annexed to the auditor's report and shall be deemed to be a part of the auditor's report.

(4) The auditors' report-

(a) must be either unmodified or modified; and

(b) must include a reference to any matter, if required, to which the auditor wishes to draw attention by way of emphasis without modifying the report.

(5) If the auditor fails to obtain all the information and explanation to the best of his knowledge and belief are necessary for the purposes of his audit, he shall state that fact in the report.

22. Signature of Auditor's Report.- (1) The auditor's report shall state the name of auditor and be signed and dated.

(2) Where the auditor is an individual, the report shall be signed by him.

(3) Where the auditor is a firm, the report must be signed by the partnership firm with the name of the engagement partner

23. Penalty for non-compliance with the provisions by auditors.- If any auditor's report is made, or any document of the LLP is signed or authenticated otherwise than in conformity with the requirements of these regulations or is otherwise untrue or fails to bring out material facts about the affairs of the LLP or matters to which it purports to relate, the auditor concerned shall be liable to a penalty which may extend to five hundred thousand rupees.

Chapter 8

POWER OF REGISTRAR TO STRIKE OF DEFUNCT LIMITED LIABILITY PARTNERSHIP AND PROVISIONS RELATED TO VOLUNTARY STRIKE OFF

24. Striking off of LLP Name.- (1) Where a LLP is not carrying on any business or operating has no known assets and liabilities, -

(a) for a period of two years or more and the Registrar has reasonable cause to believe the same, for the purpose of taking suo motu action for striking off the name of the LLP;
or

(b) the LLP has applied to the Registrar, with the consent of all partners for striking off its name from the register voluntarily;

(2) The Registrar shall send a notice to the LLP and all its partners, of his intention to strike off the name of the LLP from the register and requesting them to send their representations along with copies of the relevant documents, if any, within a period of one month from the date of the notice.

Provided that no such notice by the Registrar shall be required in case of application received by the Registrar under clause (b) above.

Provided further that where the limited liability partnership is regulated under a special law, the application for removal of its name shall be accompanied by approval of the regulatory body constituted or established under that law. The Registrar may however require any further documents as deemed appropriate.

(3) At the expiry of the time mentioned in the notice under sub-regulation (2), the Registrar may, by an order, unless cause to the contrary is shown by the limited liability partnership, or the Registrar is satisfied that the name should not be struck off from the register, strike its name off the register, and shall publish notice thereof in the Official Gazette, and on the publication in the Official Gazette of this notice, the LLP shall stand dissolved.

(4) The provisions relating to striking of the LLP under this regulation shall not apply to LLP which has any known assets and liabilities and such LLP shall be proceeded against for winding up in accordance with section 30 of the Act.

(5) The liability, if any, of every designated partner and other partners of the LLP dissolved under sub-regulation (3), shall continue and may be enforced as if the LLP had not been dissolved.

CHAPTER 9 CONVERSION TO LIMITED LIABILITY PARTNERSHIP

25. Conversion from firm to limited liability partnership.- (1) The application for conversion from firm to a LLP shall be filed as per **Annexure-XIX** in terms of requirements specified in Second Schedule of the Act subject to payment of fee as per **Schedule II** of these regulations.

(2) The registrar on being satisfied with the application, shall register the LLP and issue a certificate of Incorporation as per **Annexure-X**.

26. Conversion from private limited company to limited liability partnership.- (1) The application for conversion from private limited company to a LLP shall be filed as per **Annexure -XX** in terms of requirements as per requirements specified in third Schedule of the Act subject to payment of fee as per **Schedule II** of these regulations.

(2) The registrar on being satisfied with the application, shall register the LLP and issue a certificate of Incorporation as per **Annexure-X**.

CHAPTER 10 MODE AND MANNER OF FILING OF APPLICATIONS AND DOCUMENTS

27. Electronic Documents.- (1) The Commission may provide e-Services for the electronic filing or lodging of the application, document or report to be filed under any provision of the Act, Rules or under these regulations.

(2) A copy of or an extract from any document electronically filed or lodged with the Commission or the registrar under these regulations or supplied or issued by the Commission or the registrar and certified to be a true copy thereof or extract therefrom under the hand and seal of an officer of the Commission or the registrar, shall be admissible in evidence in any proceedings as of equal validity as the original document.

(3) Where a document is electronically filed or lodged with the Commission or the registrar, the Commission or the registrar shall not be liable for any loss or damage suffered by any person by reason of any error or omission of whatever nature arising or appearing in any document obtained by any person under the e-service referred under these regulations, if such error or omission was made in good faith and in the ordinary course of the discharge of the duties of the Commission or the registrar or occurred or arose as a result of any defect or breakdown in the service or in the equipment used for the provisions of the e-service.

28. Filing Procedure. -(1) The LLP filing any application, document or report under any provision of the Act, Rules or these regulations shall be delivered in the following manner to the Commission or the Registrar, as the case may be:

- (i) in person or through authorized representative against receipt or by registered post;
- (ii) accompanied by the fee payment online or through credit card or original bank challan evidencing payment of applicable fee;
- (iii) signed and verified by the designated partner of the LLP;
- (iv) in case of manual application, it shall be in printed form setting out precisely the facts, grounds and claims or relief applied for and specifying the relevant provisions of the Act under which action or relief is applied for along with documents referred to in the application;
- (v) in case of an appeal, it shall be accompanied by a certified copy of such order or decision;

CHAPTER 11 FEES

29. Mode of payment.- The fee for the filing of applications, documents or reports may be paid through any of the acceptable methods of payment specified by the Commission from time to time.

30. Payment of fees, etc.- Except as otherwise provided in the Act, all fees and other sums payable, paid or realized under the Act or any rules or regulations made or notification issued there under or under any order of the Federal Government, the Commission or the registrar under the Act or the regulations shall be accounted for to the Commission and deposited with a designated bank branch specified by the Commission for the purpose and the original receipt thereof shall be furnished to the Commission or the registrar concerned, as the case may be, along with the document or application for which the same is payable or the other communication intimating payment.

CHAPTER 12

Miscellaneous

31. Registered Office.- The LLP shall notify the change in the registered address as per **Annexure- XXI** along with fee specified in **Schedule II** within fifteen days of such change.

32. Filing of LLP Agreement.- The LLP shall file any change in the partnership agreement within seven days of change with the Registrar as per **Annexure-XXII** along with fee as specified in **Schedule II** of the Regulations.

33. Establishment of LLP Registration Office.- The Commission shall establish an office for registration of LLP and performing other duties under the Act and the rules and regulations made thereunder.

34. Inspection of documents kept by Registrar.- (1)The registrar shall permit any person to inspect incorporation document except the LLP agreement, names of partners and changes if any made therein subject to payment of fee as prescribed in **Schedule-II** of these regulations.

(2) The inspection of documents permitted under sub-regulation (1) shall be carried out in the presence of the registrar or an official authorized by him in this behalf and shall be completed by the applicant during the time specified for the transaction of business with the public.

(3) The registrar or other authorized official supervising the inspection, may permit notes of the inspected documents to be taken, but verbatim copy of the document inspected may not be allowed to be taken.

35. Issuance of copies of documents.- The registrar shall, on the application of a person, cause copies of documents of incorporation and constitution of LLP except the LLP agreement to be granted as authorized under the Act on payment of fee prescribed in **Schedule-II** of these regulations.

36. Destruction of documents.- (1) Subject to the prior approval of the Registrar of LLP, the LLP records kept in a LLP Registration Office in physical form under the Act may be destroyed, after the expiration of ten years from the date of filing of said record in case of LLP in existence and five years from the date of dissolution in case of dissolved LLP, if the same are not of sufficient public value to justify their further preservation, or have not been ordered by the Commission or any Court or any other competent authority to be preserved for a longer period, or are not likely to be needed in connection with any pending proceedings, before any Court or authority, of which the LLP Registration Office has notice:

Provided that the physical documents and record filed at the time of incorporation of a LLP shall be preserved in the physical form permanently:

Provided further that before destroying any physical documents and record, it shall be ensured that each and every document is duly preserved in the electronic form permanently.

(2) Save as provided in sub-regulation (1), the physical record relevant to any legal proceeding, inquiry or investigation which has been initiated in respect of any LLP under any law for the time being in force, shall not be destroyed till the said proceeding attain finality or inquiry or investigation has been closed by the respective authority.

(3) The documents filed by a LLP through eServices shall be preserved permanently.

37. Filing of documents through intermediaries. (1) A LLP may, for the purpose of filing of documents under these regulations, avail services of intermediary to be specified by the Commission.

38. Official Seal.-(1) The LLP Registration Office shall have a seal for authentication of documents required for or in connection with registration of LLPs:

Provided that the design of the seal shall require approval of the Commission.

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017

[See Regulation 3]

APPLICATION FOR RESERVATION OF NAME

(To be completed by applicant in block letters.)

1. Fee Payment Details 1.1 Challan No

1.2 Challan Amount (Rs.)

2. Proposed name for reservation
(Provide 3 Options)

(Maximum 70 characters)

3. Meaning / Significance of proposed names

4. If any LLP, company or body corporate exists with identical or similar name, please mention your relationship with such company or entity along with documentary evidence

5. Declaration by the applicant

the purpose of registration of LLP.

6. Name of applicant

7. Signatures of applicant

8. N.I.C No. of applicant

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(Passport No. in case of foreign national)

9. Postal Address

10. Email address

11. Phone number(s) -

Mobile #

Landline #

Day

Month

Year

12. Date

--	--

--	--

--	--	--	--

Enclosures:

- (i) Original copy of paid bank challan evidencing payment of fee
- (ii) Any other document deemed necessary.



Securities and Exchange Commission of Pakistan

No. - /

<date>

<Applicant Name>
<Applicant Address>

AVAILABILITY OF NAME

Dear Sir /Madam,

This is with reference to your name reservation request dated <date> on the above subject.

2. The above proposed name appears to be available for registration under the provisions of the Limited Liability Partnership Act, 2017 and Limited Liability Partnership Regulations, 2017. The proposed name shall be reserved for a period of thirty days only and the proposed LLP shall be registered with the said name if the documents for registration are presented within this period. However, after the lapse of the period, this office shall not take any responsibility if the name does not remain available for registration.

<Registrar>

Annexure III



**Securities and Exchange Commission of Pakistan
LLP Registration Office**

No. - /

<date>

<Applicant Name>
<Applicant Address>

REFUSAL OF NAME

Dear Sir / Madam,

1. This is with reference to your name reservation request dated <date> on the above subject.
2. We regret to inform you that the proposed name is not available for registration due to the below mentioned reasons/restrictions imposed under section 6 of the Limited Liability Partnership Act, 2017 and regulation 4 of the Limited Liability Partnership Regulations, 2017:

<Pre-checked reasons as selected / checked from the examination page of application>

3. However, you may wish to adopt some other suitable name of your preference or file an appeal with the Commission, if desired.

Registrar

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 5]

APPLICATION FOR RECTIFICATION OF NAME

PART-I

(Please complete in typescript or in bold block capitals.)

1.1 LLPIN (Incorporation Number)

1.2 Name of the LLP

1.3 Fee Payment Details 1.3.1 Challan No

1.3.2 Challan Amount

PART-II

2.1 Rectified name of the LLP

2.2 Precise reason for rectification

2.3 Declaration by the Designated Partner
I do hereby solemnly, sincerely declare that the information provided in the form is true, and correct to the best of my knowledge and nothing has been concealed.

PART-III

3.1 Signature

3.2 Name of Designated Partner/Authorized Intermediary

3.3 Registration Number of Authorized Intermediary, where applicable

--

3.4 Date

dd

--	--

mm

--	--

yyyy

--	--	--	--

Enclosures:

- (i) Original copy of paid bank challan evidencing payment of fee
- (ii) Copy of name availability letter
- (iii) Any other documents deemed necessary

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 6]

APPLICATION FOR CHANGE OF NAME

PART-I

(Please complete in typescript or in bold block capitals.)

1.1 LLPIN (Incorporation Number)

1.2 Name of the LLP

1.3 Fee Payment Details 1.3.1 Challan No

1.3.2 Challan Amount

PART-III

2.1 New name of the LLP

2.2 Precise reason for Change

2.3 Declaration by the Designated Partner
I do hereby solemnly, sincerely declare that the information provided in the form is true, and correct to the best of my knowledge and nothing has been concealed.

PART-III

3.1 Signature

3.2 Name of Designated Partner/Authorized Intermediary

3.3 Registration Number of Authorized Intermediary, where

applicable

--

3.4 Date

dd

--	--

mm

--	--

yyyy

--	--	--	--

Enclosures:

- (i) Original copy of paid bank challan evidencing payment of fee
- (ii) Copy of name availability letter
- (iii) Any other documents deemed necessary.



**SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
LLP REGISTRATION OFFICE**

**CERTIFICATE OF INCORPORATION ON
CHANGE OF NAME OF LIMITED LIABILITY PARTNERSHIP**

[Under section 6 of the Limited Liability Partnership Act, 2017]

Limited Liability
Partnership Identification No. <LLPIN # >

I hereby certify that pursuant to the provisions of section 6 of the Limited Liability Partnership Act, 2017, the name of <Previous name of LLP> has been changed to <New name of LLP> and that the said LLP has been duly incorporated as a Limited Liability Partnership under the provisions of the said Act.

[This change is subject to the condition that for period of three months from the date of issue of this certificate, the LLP shall continue to mention its former name along with its new name on the outside of every office or place in which its business is carried on.][**Not applicable in case of rectification of Name**]

Given under my hand at <LLP Registration Office Name> this ----- day of -----, Two Thousand and -----.

(Name of Registrar)
<Designation>
<City>

ANNEXURE-VII

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 8]

APPLICATION FOR INCORPORATION OF LIMITED LIABILITY PARTNERSHIP

PART-I

(To be completed by the applicant in block letters)

1.1 Name of the LLP

1.2 Fee Payment Details

1.2.1 Challan No

1.2.2 Challan Amount
(Rs.)

PART-II

Section – A - LLP information

2.1 Registered office
Address

City

District

Province

Telephone Number

Website(if any)

Mobile Number

Email Address

Section – B – Business Objects

(General nature of its main business and any other incidental or ancillary object thereto, which it proposes to carry on as a limited liability partnership)

3.1 Nature of main business

3.2 Ancillary Objects

Section – C – Details of Partners

4.1 Natural Persons

Name	Father/ Husband Name	CNIC OR Passport No	Nationality	Occupation	Residential Address	Signatures

4.2 Body Corporate

Name	CUIN/Registration No.	Place of incorporation/registration	Name and address of registering body/authority	Registered Office	Authorized Signatory on behalf of body corporate

Section – D– Details of Designated Partners

5.1

Name	Father/ Husband Name	CNIC OR Passport No	Nationality	Occupation	Residential address	Signatures	Whether partner or nominee of partner

The partners hereby solemnly and sincerely declare that in case no designated partner is specified in table above than every person who from time to time is a partner of the limited liability partnership is a designated partner on incorporation.

Section – E– Liability of Partners

6.1 The liability of partners of <name of LLP> shall be limited.

Enclosures:

Before submitting your application please check that all required documents are attached and the same are complete in all respects;

- (i) Original challan evidencing the fee paid
- (ii) Copies of NICs/passport of the partners/designated partners
- (iii) Attested copy of agreement signed and agreed between the partners
- (iv) Consent of designated partners
- (v) Authority letter signed by all the partners in case any other person has been authorized to

- file documents
(vi) Any other document deemed necessary by the Registrar

Witness to above signatures: *(For the documents submitted in physical form)*

Signatures	
Full Name (in Block Letters)	
Father's/ Husband's name	
Nationality	
NIC No.	
Usual residential address	

Authorized Intermediary information, if any

Form processed and submitted by
Registration #

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 8]

DECLARATION OF APPLICANT FOR INCORPORATION

Please complete in typescript or in bold block capitals.

1. Name of the LLP
2. Presented by
3. Fee Paid (Rs.) Name & Branch of the Bank
4. Receipt No. Date Day Month Year
(Bank Challan to be attached in original)
5. Declarant's Name & Designation
6. Declarant's Father Name
7. Profession/ Designation (delete the portion not applicable)
Advocate entitled to appear before a High Court/ Supreme Court/ Chartered Accountant/ Cost & Management Accountant practicing in Pakistan engaged in the formation of this LLP/ a person who has subscribed his name to the incorporation document of the proposed LLP.
8. Declaration
I do hereby solemnly and sincerely declare that:
a) I have been authorized as declarant by the subscriber to the incorporation document of proposed LLP;
b) all the requirements of the Limited Liability Partnership, 2017, and the rules, the regulations made there under in respect of matters precedent to the registration of the said LLP and incidental thereto have been complied with and
c) I make this solemn declaration conscientiously believing the same to be true.
9. Signature of Declarant

LIMITED LIABILITY PARTNERSHIP ACT, 2017
[Sec Regulation 8 and Regulation 12]

CONSENT TO ACT AS DESIGNATED PARTNER

I _____ son/daughter/wife of _____ having CNIC Number/Passport Number has consented to act as a designated partner of the <Name of LLP> pursuant to sub-section (5) of section 10 of the Limited Liability Partnership Act, 2017, and certify that I am not ineligible to become designated partner under regulation 13 of the Limited Liability Partnership Regulations, 2017.

Name of Designated Partner

Signature of Designated Partner

Address of Designated Partner

Contact Number of Designated Partner



**SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
LLP REGISTRATION OFFICE**

CERTIFICATE OF INCORPORATION

[Under section 7 of the Limited Liability Partnership Act, 2017]

Limited Liability Partnership Identification No. ##LLPIN##

I hereby certify that ##LLP Name## is this day incorporated under the Limited Liability Partnership Act, 2017.

Given at ##LOCATION## this ##DAY## day of ##MONTH##, Two Thousand and ##YEAR##.

(Official Seal)

REGISTRAR

Signature

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 12]

FILING OF CONSENT TO ACT AS DESIGNATED PARTNER

PART-I

(Please complete in typescript or in bold block capitals.)

1.1 LLPIN (Incorporation Number)

1.2 Name of the LLP

1.3 Fee Payment Details

1.3.1 Challan No

1.3.2 Challan Amount

PART-II

2.1 Details of Designated Partners

Name	Father/ Husband Name	CNIC OR Passport No	Nationality	Occupation	Residential address

PART-

III

3.1 Signature

3.2 Name of Designated Partner/Authorized Intermediary

--

3.3 Registration Number of Authorized Intermediary, where applicable

--

3.4 Date

--	--	--	--	--	--	--	--

dd

mm

yyyy

Enclosures:

- (i) Consent of Designated Partner/s

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 14]

INDUCTION AND CESSATION OF PARTNERS AND DESIGNATED PARTNERS

PART-I

(Please complete in typescript or in bold block capitals.)

--	--	--	--	--	--	--	--

1.1 LLPIN (Incorporation Number)

--

1.2 Name of the LLP

--

1.3.2 Challan Amount

--

1.3.1 Challan No

1.3 Fee Payment Details

PART-II

Name	NIC No or	Father's /	Residential	Occupation	Nationality	Date of induction or
------	-----------	------------	-------------	------------	-------------	----------------------

	passport No. in case of Foreign National	Husband's Name	address					cessation
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
2.1 New induction:								
2.2 Cessation:								

PART-II

2.1 Signature

2.2 Name of Designated Partner/Authorized Intermediary

2.3 Registration Number of

Authorized Intermediary, where applicable

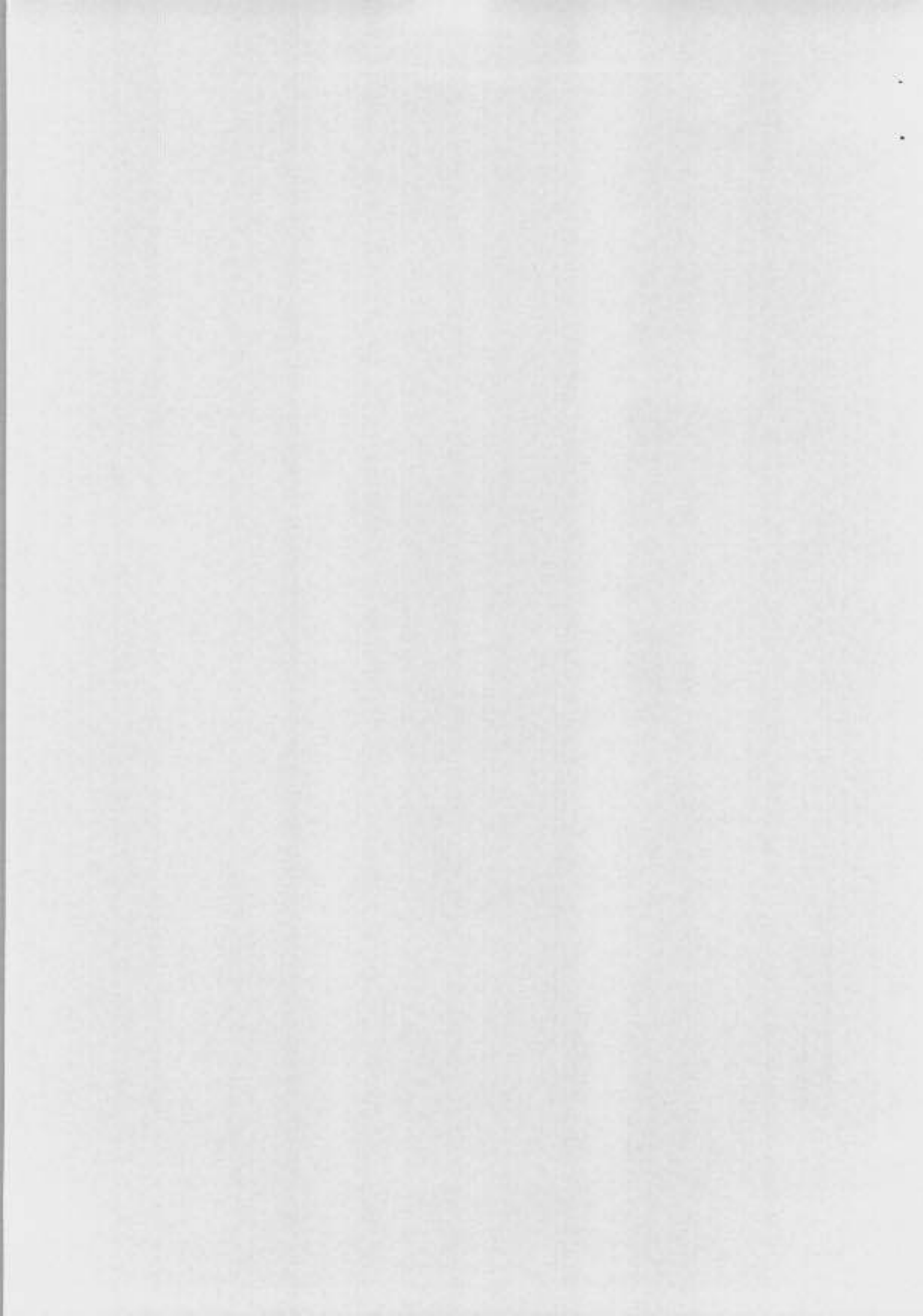
--

dd	mm	yyyy
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2.4 Date

Enclosures:

- (i) Consent of Partner in case of new induction.



LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 14]

CONSENT TO ACT AS PARTNER

I _____ son/daughter/wife of _____ having CNIC Number/Passport Number _____ have consented to act as partner of the <Name of LLP> pursuant to clause (c) of sub-section (2) of section 14 of the Limited Liability Partnership Act, 2017, and certify that I am not ineligible to become partner under section 8 of the Said Act.

Name of Designated Partner

Signature of Designated Partner

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 14]

CHANGE IN NAME AND ADDRESS OF PARTNER/DESIGNATED PARTNER

PART-I

(Please complete in typescript or in bold block capitals.)

1.1 LLPIN (Incorporation Number)

1.2 Name of the LLP

1.3 Fee Payment Details

1.3.1 Challan No

1.3.2 Challan Amount

PART-II

2.1 Previous Name

2.2 Previous Address

2.3 New Name

2.4 New Address

City District Province

Landline Number Cell Number

Email Address Website

dd

yyyy

2.5 With effect from

PART-III

3.1 Signature

3.2 Name of Designated
Partner/Authorized Intermediary

3.3 Registration Number of
Authorized Intermediary, where
applicable

3.4 Date

dd

--	--

mm

--	--	--

yyyy

--	--	--	--

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 16]

NOTICE OF TRANSFER OF PARTNERSHIP RIGHTS

PART-I

(Please complete in typescript or in bold block capitals.)

1.1 LLPIN (Incorporation Number)

1.2 Name of the LLP

1.3 Fee Payment Details 1.3.1 Challan No

1.3.2 Challan Amount

PART-II

2. PARTICULARS OF CHANGE	
Name of Partner	
Partner's existing right of profit and loss and distribution as per LLP Agreement	
Name of transferee	
Details of right transferred to transferee	
Partner's revised right of profit and loss and distribution as per LLP Agreement	
Effective date	

PART-III

3.1 Signature

3.2 Name of Designated
Partner/Authorized Intermediary

3.3 Registration Number of
Authorized Intermediary, where
applicable

dd

mm

yyyy

3.4 Date

--	--

--	--

--	--	--	--

ANNEXURE XVI

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 17]

**REQUIREMENTS AS TO STATEMENT OF FINANCIAL POSITION AND PROFIT
AND LOSS ACCOUNT OF LLP**

PART I

GENERAL

1. In this Annexure, unless there is anything repugnant in the subject or context-
- (i) "accounting policies" includes the principles, bases, conventions, rules and procedures adopted by partners in preparing and presenting financial statements of a LLP;
 - (ii) "partner's contribution" means the obligation of a partner to contribute money or other property or other benefit, whether tangible or intangible, or to perform services for a limited liability partnership shall be as per the limited liability partnership agreement.
 - (iii) "debts" includes loans and advances and other receivable where it relates to amounts written off and provision for doubtful and bad debts;
 - (iv) "finance lease" means a lease that transfers substantially all risks and rewards incidental to ownership of an asset. Title may or may not eventually be transferred;
 - (v) "financial statements" in relation to a LLP, includes a balance sheet as at the end of the period, a statement of profit or loss or income and expenditure, notes, comprising a summary of significant accounting policies and other explanatory information, comparative information in respect of the preceding period, and any other statement as may be prescribed;
 - (vi) "liability" includes all liabilities in respect of expenditure contracted for and all contingent liabilities;
 - (vii) "operating lease" means a lease other than a finance lease;
 - (viii) "provision" means any amount written off or retained by way of providing for depreciation, renewals and diminution in value of assets, or retained by way of providing for any known liability of which the amount cannot be determined with substantial accuracy;

Provided that any amount written off or retained by way of providing for depreciation, renewals or diminution in value of assets, not being an amount written-off in relation to fixed assets or any amount retained by way of providing for any known liability, is in excess of that which, in the opinion of the partners, is reasonably necessary for the purpose, the excess shall be treated for the purpose of this Annexure as a reserve and not as a provision;

- (ix) "reserve", subject to the proviso in clause (vi), does not include any amount written off or retained by way of providing for depreciation, renewals or diminution in value of assets or retained by way of providing for any known liability;
- (x) "turnover" means the gross income, exclusive of trade discount shown on invoices of bills, derived from sale of goods or from rendering, giving or supplying services or benefits or from execution of contracts;
- (xi) "unusual items" means gains or losses that derive from events or transactions which are distinct from the ordinary activities of a LLP and therefore are not expected to recur frequently or regularly ; and
- (xii) any term or expression not defined in the Regulations or this Annexure shall be construed to mean the same as under the generally recognised accounting principles.

2. The following shall be disclosed in the financial statements namely:-

- (i) These financial statements have been prepared in accordance with International Financial Reporting Standards for Small and Medium-sized Entities (IFRS for SMEs) issued by IASB and adopted by the Commission, provisions of and directives issued under the Limited Liability Partnership Act, 2017. In case requirements differ, the provisions or directives of the Limited Liability Partnership Act, 2017 shall prevail.
- (ii) Clear identification of each component of the financial statements.
- (iii) Prominently display and repeat when it is necessary for a proper understanding of the information presented:
 - a. the name of the reporting entity and any change in its name since the end of the preceding reporting period.
 - b. the date of the end of the reporting period and the period covered by the financial statements.
 - c. the presentation currency.
 - d. the level of rounding, if any, used in presenting amounts in the financial statements.
- (iv) The description of the nature of the LLP's operations and its principal activities.
- (v) If fundamental accounting assumption, namely, going concern, consistency and accrual is not followed in preparation of financial statements, that fact together with the reasons thereof.
- (vi) The specific accounting policies selected and applied to significant transactions and events.

- (vii) Change in an accounting policy that has material effect in the current year or may have a material effect in the subsequent year together with reasons for the change and the financial effect to the change, if material.
 - (viii) The basis of conversion or translation into rupees of assets and liabilities in foreign currencies.
 - (ix) The date when the financial statements were approved for issue and specify the approving authority of the financial statements.
 - (x) All material information necessary to make the financial statements clear and understandable.
3. Where any material item shown in the financial statements or included in amounts shown therein cannot be determined with substantial accuracy, an estimated amount described as such shall be included in respect of that item together with the description of the item.
 4. Financial statements shall also give the corresponding figures for the immediately preceding financial year.
 5. Any information required to be given in respect of any of the items in the financial statements shall, if it cannot be included in such statements, be furnished in a separate note, schedule or statement to be attached to, and which shall be deemed to form and integral part of the financial statements.
 7. The figures in the financial statements may be rounded off to the nearest thousand of rupees.
 8. Where any property or asset, acquired with the funds of the LLP, is not held in the name of the LLP or is not in the possession and control of the LLP, this fact shall be stated; and the description and value of the property or asset, the person in whose name and possession or control it is held shall be disclosed.
 9. If any loan or advance has been granted or debt allowed on terms softer than those generally prevalent in trade or any relief or concession allowed in matters of interest, repayment, security or documentation, details with reasons thereof shall be stated along-with the nature of interest of the LLP or its partners or other officers.
 10. A LLP shall not offset assets and liabilities or income and expenses, unless required or permitted.
 11. The existence and amounts of restrictions on title as well as property, plant and equipment pledged as security for liabilities shall be disclosed in the financial statements.

PART II

REQUIREMENTS AS TO BALANCE SHEET

1. The assets and liabilities shall be classified under the headings appropriate to the LLP's business on the face of its balance sheet distinguishing as current and non-current assets, current and non-current liabilities, provisions, contribution of partners towards capital and reserves. All assets and liabilities shall be presented broadly in order of approximate liquidity.
2. Following additional line items, headings and subtotals shall be presented either on the face of the balance sheet or in notes to the accounts when such presentation is relevant to an understanding of the LLP's financial position.

2A - NON-CURRENT ASSETS

- I. Property, plant and equipment in classifications appropriate to the LLP showing separately for each class of property, plant and equipment;
 - I. Under each sub-head the following shall be disclosed:
 - a) the measurement basis used for determining the gross carrying amount (when more than one basis has been used, the gross carrying amount for that basis in each category shall be disclosed);
 - b) the depreciation methods used;
 - c) the useful lives or the depreciation rates used;
 - d) the gross carrying amount and the accumulated depreciation at the beginning and end of the period, (aggregated with accumulated impairment losses).
 - e) a reconciliation of the carrying amount at the beginning and end of the period showing additions, disposals, increases or decreases during the period resulting from revaluations, impairment losses recognized in income statement during the period (if any), impairment losses reversed in income statement during the period (if any), depreciation, other movements;
 - f) acquisitions through business combinations (if any);
 - e) transfers to investment property if a reliable measure of fair value becomes available.
 - g) borrowing cost showing separately the amount of borrowing costs capitalized during the period and capitalization rate used to determine the amount of borrowing costs eligible for capitalization.
 - II. Where sums have been written off on a reduction of capital or revaluation of assets and where sums have been added by writing up the assets, the first balance-sheet subsequent to the reduction or revaluation or writing up shall show the original cost, the reduced or increased figures, as the case may be, alongwith the date of and amount of the reduction or increase made, basis thereof and name and qualification of the valuer who should be an independent person competent to do so. Every Balance Sheet subsequent to the reduction or revaluation or writing up, shall show the year and the total amount of the reduction or revaluation or writing up, and the element thereof excluded from or included in the book value of the asset.

III. Fixed assets used by the LLP that are the subject of finance lease shall be separately identified by each major class of asset.

2. intangible assets in classifications appropriate to the LLP;
3. investment property;
4. long term investments showing separately investments in related parties and other investments;
5. long term loans and advances showing separately (a) loans and advances to related parties; and (b) other loans and advances and distinguishing separately those considered good and those considered doubtful or bad. Provisions (if any) made for bad or doubtful loans and advances shall be shown as a deduction under each (a) and (b) above;
6. long term deposits and prepayments;
7. Any other non-current asset (to be specified)

2B - CURRENT ASSETS

1. Store, spare parts and loose tools;
2. inventories, showing separately amounts of inventories:
 - a) held for sale in the ordinary course of business.
 - b) in the process of production for such sale.
 - c) in the form of materials or supplies to be consumed in the production process or in the rendering of services
3. trade and other receivables showing separately amounts due from related parties, amounts due from other parties, and receivables arising from accrued income not yet billed and distinguishing separately debts considered good and debts considered doubtful or bad;
4. loans and advances showing separately loans and advances to related parties; and other loans and advances and distinguishing separately those considered good and those considered doubtful or bad;
5. trade deposits and short term prepayments;
6. interest accrued or interest outstanding;
7. tax refunds due from government;
8. other receivables;

9. cash and cash equivalents, distinguishing between current and deposit accounts, where applicable.

2C - CONTRIBUTION OF PARTNER'S TOWARDS CAPITAL

Contribution of partners towards capital classified under the sub-heads:

- (a) partner's contribution received and basis of valuation in case of non-cash contribution; and
- (b) reserves (unallocated profits and any other reserves (to be specified)).

2D - SURPLUS ON REVALUATION OF FIXED ASSETS

Surplus on revaluation of fixed assets which shall be treated as per applicable accounting standards. Additions to, deductions from, adjustments in or application of the surplus on revaluation, whether resulting from disposal of the revalued asset(s) or otherwise (details to be provided) shall also be stated.

2E - NON-CURRENT LIABILITIES

1. Long term financing classified as secured and unsecured , showing separately under each class:
 - a) loans from banking companies and other financial institutions, other than those as specified in clause (b) below;
 - b) loans from related parties; and
 - c) other loans
2. debentures;
3. liabilities against assets subject to finance lease;
4. long term murabaha;
5. long term deposits classified according to the nature;
6. deferred liabilities.

2F - CURRENT LIABILITIES

1. Short term borrowings distinguishing between secured and unsecured, and between loans taken from banking companies and other financial institutions, related parties, and others;
2. current portion of long-term liabilities;

3. current portion of the aggregate amount of liabilities related to the assets subject to finance lease;
4. deferred tax liabilities and deferred tax assets;
5. trade and other payables, showing separately amounts payable to trade suppliers, payable to related parties, deferred income and accruals;
6. advances, interest accrued on loans and other financial liabilities (to be specified);
7. tax liabilities;
8. provisions for employee benefits and other provisions;
9. other liabilities.

2G - CONTINGENCIES AND COMMITMENTS

There shall be added a foot-note to the balance-sheet, showing separately:-

- (i) aggregate amount of any guarantees given by the LLP on behalf of the partners of the LLP or any of them (severally or jointly with any other person), shall be stated and where practicable, the general nature of the guarantee;
- (ii) except where the amount of the contingent loss has been accrued in the financial statements or the possibility of a loss is remote, following information regarding the existence of contingent loss :-
 - (a) the nature of contingency;
 - (b) the uncertain factors that may affect the future outcome;
 - (c) an estimate of the amount of loss or the range of amount of loss or a statement that such an estimate cannot be made;

Similar information regarding the existence of a contingent gain shall be provided if it is probable that the gain will be realised;

- (iii) where practicable the aggregate amount or estimated amount, if it is material, of contracts for capital expenditure, so far as not provided for;
- (iv) other sums for which the LLP is contingently liable ; and
- (v) any other commitment, if the amount is material, indicating the general nature of the commitment.

PART III

REQUIREMENT AS TO PROFIT AND LOSS ACCOUNT

1. The profit and loss account shall be so made out as to disclose clearly the operating results of the LLP during the financial year covered by the account and shall show, arranged under the most convenient heads, the gross income and the gross expenditure of the LLP during the financial year disclosing every material feature and in particular the following:-
 - (i) The turnover and showing as deduction therefrom trade discount and sales tax.
 - (ii) Expenses, classified according to their function under the following subheads, along with additional information on their nature, namely: -
 - (a) cost of sales;
 - (b) distribution cost;
 - (c) administrative expenses;
 - (d) other operating expenses; and
 - (e) finance cost.
 - (iii) share of the profit or loss of investments in associates and jointly controlled entities accounted for using the equity method.
 - (iv) Other operating income, which shall include items such as:-
 - (a) Income from financial assets;
 - (b) income from investments in debts, loans, advances and receivables from each related party; and
 - (c) income from assets other than financial assets.

The above items shall be sub-classified appropriately if amount is material. The amount of interest on borrowings from related parties, if any shall be disclosed separately.
 - (v) Other information relating to the following, namely:-
 - (a) debts written off as irrecoverable distinguishing between trade debts, loans, advances and other receivables; and
 - (b) provisions for doubtful or bad debts distinguishing between trade debts, loans, advances and other receivables.
 - (c) the amount provided for depreciation, renewals or diminution in the value of fixed assets. The value of the assets, the additions or depletions thereto shall be disclosed.
 - (vi) The amount set aside or proposed to be set aside as reserves, showing separately the respective amounts in respect of each item of reserve;
 - (vii) the amount of the appropriation of profit among the partners as per terms of agreement (allocated profit).

2. The profit and loss account shall be so drawn up as to disclose separately the manufacturing, trading and operating results. In the case of manufacturing concern, the cost of goods manufactured shall also be shown separately.

PART IV

REQUIREMENT AS TO CASH FLOW STATEMENT

The cash flow statement shall report the cash flow during the period classified into operating, investing and financing activities

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 18]

CONSENT TO ACT AS AUDITOR

PART-I

(Please complete in typescript or in bold block capitals.)

1.1 LLPIN (Incorporation Number)

1.2 Name of the LLP

1.3 Fee Payment Details 1.3.1 Challan No

1.3.2 Challan Amount

PART-II

2. I/we, the undersigned, have consented to act as Auditor of the above named LLP pursuant to regulation 19 of the Limited Liability Partnership Regulations, 2017.

Name of Auditors	Address	Signature of Auditor or Engagement Partner

PART-III

3.1 Signature

3.2 Name of Designated
Partner/Authorized Intermediary

3.3 Registration Number of
Authorized Intermediary, where
applicable

3.4 Date

dd		mm		yyyy					

LIMITED LIABILITY PARTNERSHIP REGULATIONS
[See regulation 21]

INDEPENDENT AUDITOR'S REPORT

To the Partners of(name of LLP)

Report on the Audit of the Financial Statements

Opinion

We have audited the annexed financial statements of(the LLP), which comprise the statement of financial position as at, and the statement of profit or loss/ the income and expenditure for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and we state that we have obtained all the information and explanations which, to the best of our knowledge and belief, were necessary for the purposes of the audit.

In our opinion and to the best of our information and according to the explanations given to us, the statement of financial position, the statement of profit or loss/ the income and expenditure account and together with the notes forming part thereof, conform with International Financial Reporting Standards for Small and Medium Sized Entities (IFRS for SMEs) issued by the IASB and notified by SECP as applicable in Pakistan and the Limited Liability Partnership Act, 2017 (the LLP Act) and Limited Liability Partnership Regulations, 2017 (the LLP Regulations) made thereunder, in the manner so required and respectively give a true and fair view of the state of the LLP's affairs as at and of the profit or loss/ surplus or deficit and other comprehensive income, for the year then ended.

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs) as applicable in Pakistan. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the LLP in accordance with the International Ethics Standards Board for Accountants' *Code of Ethics for Professional Accountants* as adopted by the Institute of Chartered Accountants of Pakistan (the Code) and we have fulfilled our other ethical responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty relating to Going Concern (if applicable)

Emphasis of Matter (if any)

**Information Other than the Financial Statements and Auditor's Report Thereon
[Reporting in accordance with the reporting requirements in ISA 720 (Revised)]**

Responsibilities of Management and Partners for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS for SMEs issued by the IASB and notified by SECP as applicable in Pakistan and the requirements of the LLP Act and the LLP Regulations made thereunder, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the LLP's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the LLP or to cease operations, or has no realistic alternative but to do so.

The limited liability partners are responsible for overseeing the LLP's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the LLP's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the LLP's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the

financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the LLP to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the partners regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the partners with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Report on Other Legal and Regulatory Requirements

Based on our audit, we further report that in our opinion:

- a) proper books of account have been kept by the LLP as required by the LLP Act and the LLP Regulations made thereunder;
- b) the statement of financial position, statement of profit or loss/ the income and expenditure account² have been drawn up in conformity with the requirements of IFRS for SMEs as applicable in Pakistan and are in agreement with the books of accounts;
- c) investments made, expenditure incurred and guarantees extended, during the year, were for the purpose of LLP's business; and
- d) zakat deductible at source under the Zakat and Usher Ordinance, 1980 (XVIII of 1980), was deducted by the LLP and deposited in the Central Zakat Fund established under section 7 of Zakat and Usher Ordinance, 1980.

Other Matter(s)

Prior Year Financial Statements Audited by Predecessor Auditor

The engagement partner on the audit resulting in this independent auditor's report is *[name]*.

[Auditor's signature]

[Place/ location]

[Date]

ANNEXURE-XIX

LIMITED LIABILITY PARTNERSHIP ACT, 2017

[See Regulation 25]

APPLICATION FOR CONVERSION OF FIRM TO LIMITED LIABILITY PARTNERSHIP

PART-I

(To be completed by the applicant in block letters)

1. Fee Payment Details
- 1.1 Challan No
- 1.2 Challan Amount (Rs.)

PART-II

FIRM INFORMATION

- 2.1 Name of the Firm
- 2.2 Reg. No. of Firm
- 2.3 Date of Reg. of Firm

2.4 The partners of Firm hereby solemnly and sincerely declare the following:

- (i) The firm appears to be able to pay its debts as they become due in the normal course of business; and
- (ii) All the creditors have agreed with the application to convert to a limited liability partnership

Name of Partners of Firm	Signature
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

PART-III

Section - A - LLP information

- 3.1 Name of the LLP
- 3.2 Registered office Address

City District Province

Telephone Number Website(if any)

Mobile Number Email Address

Section – B – Business Objects

(General nature of its main business and any other incidental or ancillary object thereto, which it proposes to carry on as a limited liability partnership)

4.1 Nature of main business

4.2 Ancillary Objects

Section – C – Details of Partners

5.1 Natural Persons

Name	Father/ Husband Name	CNIC OR Passport No	Nationality	Occupation	Residential Address	Signatures

5.2 Body Corporate

Name	CUIN	Place of incorporation	Name and address of registering body/authority	Registered Office	Authorized Signatory on behalf of body corporate

Section – D– Details of Designated Partners

6.1

Name	Father/ Husband Name	CNIC OR Passport No	Nationality	Occupation	Residential address	Signatures	Whether partner or nominee of partner

The partners hereby solemnly and sincerely declare that in case no designated partner is specified in table above than every person who from time to time is a partner of the limited liability partnership is a designated partner on incorporation.

Section – E– Liability of Partners

7.1 The liability of partners of <name of LLP> shall be limited.

Enclosures:
Before submitting your application please check that all required documents are attached and the same are complete in all respects:

- (i) Original challan evidencing the fee paid
- (ii) Copies of NICs/passport of the partners/designated partners
- (iii) Attested copy of agreement signed and agreed between the partners
- (iv) Consent of designated partners
- (v) Consent of Creditors
- (vi) Copy of registration certificate of Firm
- (vii) Authority letter signed by all the partners in case any other person has been authorized to file documents
 Declaration by applicant as per Annexure-VIII
- (viii) Any other document deemed necessary by the Registrar

Witness to above signatures: *(For the documents submitted in physical form)*

Signatures	
Full Name (in Block Letters)	
Father's/ Husband's name	
Nationality	
NIC No.	
Usual residential address	

Authorized Intermediary information, if any

Form processed and submitted by _____
 Registration # _____

LIMITED LIABILITY PARTNERSHIP ACT, 2017
[See Regulation 26]

**APPLICATION FOR CONVERSION OF PRIVATE LIMITED COMPANY TO
LIMITED LIABILITY PARTNERSHIP**

PART-I

(To be completed by the applicant in block letters)

1.2 Fee Payment Details	1.2.1 Challan No	<input type="text"/>
	1.2.2 Challan Amount (Rs.)	<input type="text"/>

PART-II

Company Information

2.1 Name of Company	<input type="text"/>		
2.2 CUID of Company	<input type="text"/>		
2.3 Date of Incorporation	<input type="text"/>	<input type="text"/>	<input type="text"/>

2.5 The shareholders of the Company hereby solemnly and sincerely declare the following:

- (iii) There is no security interest in its assets subsisting or in force at the time of application; and
- (iv) The partners of the Limited Liability Partnership to which it converts comprise all the shareholders of the company and no one else.

Name of shareholder of the Company	Signature

PART-III

Section – A - LLP information

3.1 Name of the LLP

3.2 Registered office
Address

City

District

Province

Telephone Number

Website(if any)

Mobile Number

Email Address

Section – B – Business Objects

(General nature of its main business and any other incidental or ancillary object thereto, which it proposes to carry on as a limited liability partnership)

4.1 Nature of main business

4.2 Ancillary Objects

Section – C – Details of Partners

5.1 Natural Persons

Name	Father/ Husband Name	CNIC OR Passport No	Nationality	Occupation	Residential Address	Signatures

5.2 Body Corporate

Name	CUIN	Place of incorporation	Name and address of registering body/authority	Registered Office	Authorized Signatory on behalf of body corporate

Section – D– Details of Designated Partners

6.1

Name	Father/ Husband Name	CNIC OR Passport No	Nationality	Occupation	Residential address	Signatures	Whether partner or nominee of partner

The partners hereby solemnly and sincerely declare that in case no designated partner is specified in table above than every person who from time to time is a partner of the limited liability partnership is a designated partner on incorporation.

Section – E- Liability of Partners

7.1 The liability of partners of <name of LLP> shall be limited.

Enclosures:

Before submitting your application please check that all required documents are attached and the same are complete in all respects;

- (i) Original copy of paid bank challan evidencing payment of fee
- (ii) Copies of NICs/passport of the partners/designated partners
- (iii) Copy of draft agreement to be signed by partner
- (iv) Consent of designated partners
- (v) Authority letter signed by all the members/shareholders in case any other person has been authorized to file documents
- (vi) Declaration by applicant as per Annexure VIII.
- (vii) Any other document deemed necessary by the Registrar

Witness to above signatures: *(For the documents submitted in physical form)*

Signatures	
Full Name (in Block Letters)	
Father's/ Husband's name	
Nationality	
NIC No.	
Usual residential address	

Authorized Intermediary Information, if any

Form processed and submitted by _____
Registration # _____

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 31]

CHANGE OF REGISTERED OFFICE

PART-I

(Please complete in typescript or in bold block capitals.)

1.1 LLPIN (Incorporation Number)

1.2 Name of the LLP

1.3 Fee Payment Details 1.3.1 Challan No

1.3.2 Challan Amount

PART-II

2.1 Previous Registered office

2.2 New Registered office Address

City District Province

Landline Number

2.3 With effect from dd mm yyyy

PART-III

3.1 Signature

3.2 Name of Designated Partner/Authorized Intermediary

3.3 Registration Number of
Authorized Intermediary, where
applicable

--

3.4 Date

dd

--	--

mm

--	--

yyyy

--	--	--	--

LIMITED LIABILITY PARTNERSHIP REGULATIONS, 2017
[See Regulation 32]

CHANGE IN LIMITED LIABILITY PARTNERSHIP AGREEMENT

PART-I

(Please complete in typescript or in bold block capitals.)

- 1.1 LLPIN (Incorporation Number)
- 1.2 Name of the LLP
- 1.3 Fee Payment Details
- 1.3.1 Challan No
- 1.3.2 Challan Amount

PART-II

- 2.1 Signature
- 2.2 Name of Designated Partner/Authorized Intermediary
- 2.3 Registration Number of Authorized Intermediary, where applicable
- 2.4 Date

Enclosures:

- (iii) Limited Liability Partnership Agreement dated _____

Schedule-I
[See Regulation 8]

MINIMUM CONTENTS OF PARTNERSHIP AGREEMENT

Notice: This list is not intended to be exhaustive. The partners of the LLP may disclose any other information as deemed appropriate.

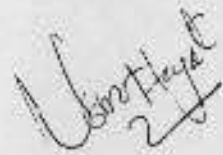
1. Definitions of important terms in the deed
2. Duration of partnership
3. Name, Style and Sovereignty of the LLP
4. Location/business place
5. Annual accounts
6. Books of accounts
7. Admission of new partners
8. Expulsion of partners
9. Retirement age of partners
10. Division of profits
11. Sleeping partners and their respective rights
12. Meetings of partners
13. Terms and manner of selection of designated partner
14. Procedure for the change of designated partner
15. Internal Dispute resolution mechanism
16. Payments to legal representatives of deceased partner
17. Rights of representatives of deceased partner
18. Partners' leaves
19. Deeds and documents to be handed over to a designated partner
20. Dissolution or sale
21. Arbitration where dispute cannot be settled internally
22. Affiliation and related arrangements
23. Procedure and mechanism for amendments to the deed

SCHEDULE-II

Fees

Item	In case of online submission of documents (Rs.)	In case of offline/physical submission of documents (Rs.)
Reservation of Name	200	500
Rectification/Change of Name	1,000	2,000
Registration of LLP	2,500	5,000
Certified True Copy (per document)	100	200
For filing or registering any notice, accounts or document, required to be filed or registered under the Act	250	500
For inspection of documents and register kept by the registrar in respect of a LLP	500	1,000
Conversion of Firm to LLP	1,500	3,000
Conversion of Private Limited Company to LLP	1,500	3,000
Appeal	500	1,000

[No.CLD/CCD/PR(15)/2016]



(Usman Hayat)
Secretary to the Commission