

# PARTNERSHIP: BASICS

## DEFINITIONS

<b>Partnership</b>	Partnership is the <u>relationship</u> between persons who have agreed to share the profits of a business carried on by all or any one of them acting for all.
<b>Partners</b>	Persons who have entered into Partnership with one another are <u>individually</u> called Partners.
<b>Firm</b>	Persons who have entered into Partnership with one another are <u>collectively</u> called firm
<b>Firm Name</b>	The <u>name</u> under which their business is carried on is called the Firm Name

## FEATURES OF PARTNERSHIP

<b>Persons</b>	It requires at least two persons to form a Partnership.
<b>Agreement</b>	An agreement is entered by all the persons concerned, setting out the terms and conditions under which the Partnership is based. When this agreement is set out in writing, it is called the "Partnership Deed".
<b>Legal Business</b>	A partnership can exist only in business. Thus, it is not the agreement alone which creates a partnership. A partnership comes into existence only when partners begin to carry on business in accordance with their agreement
<b>Mutual Agency</b>	The activities of the business will be carried on/managed by all or any one of them acting for all. This principle of <b>mutuality</b> is the essence of Partnership agreement
<b>Sharing of Profit/loss</b>	The Partners share the profits and losses of the business in the agreed ratio.

## PARTNERSHIP DEED & CONTENTS

<b>Meaning</b>	Partnership Deed is the <u>written agreement</u> containing the terms and conditions under which the Partnership will sustain or exist.
<b>Contents of Partnership Deed</b>	<ul style="list-style-type: none"> <li>❖ Name of the firm and the nature of the Partnership Business.</li> <li>❖ Commencement and Tenure of the Business (e.g. Partnership at Will, etc.)</li> <li>❖ Amount of Capital to be contributed by each Partner.</li> <li>❖ Ratio for sharing the Profit/Loss of the Partnership business amongst Partners.</li> <li>❖ Arrangement in respects of Drawings by Partners and limits thereon.</li> <li>❖ Interest to be credited on the Capital Account of Partners.</li> <li>❖ Interest to be charged on Drawings of Partners</li> <li>❖ Remuneration to Partners and the basis of determining such remuneration e.g. Commission as a percentage of the Firm's Turnover, other conditions for eligibility of remuneration etc.</li> <li>❖ Process of setting disputes that may arises among the Partners.</li> <li>❖ Procedure for maintenance of Books of Accounts</li> <li>❖ Audit of Books of Accounts</li> <li>❖ Manner of valuation of Goodwill in case of admission of new partners, retirement of existing partners and death of a Partner.</li> <li>❖ Procedure for settlement of Partners' claims in case of retirement/death</li> <li>❖ Procedure for dissolution of Partnership</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>❖ When partnership deed is not registered a partnership firm is allowed to carry on business subject to certain disabilities.</li> <li>❖ It is not mandatory to have a written agreement in all cases. Further, even in cases where there is a written Partnership Deed, it is not compulsory to have it registered.</li> </ul>

## DISTINCTION BETWEEN PARTNERSHIP & LIMITED LIABILITY PARTNERSHIP

BASIS	PARTNERSHIP	LIMITED LIABILITY PARTNERSHIP
<i>Applicable Law</i>	Indian Partnership Act 1932	The Limited Liability Partnerships Act, 2008
<i>Registration</i>	Optional	Compulsory
<i>Creation</i>	Created by an Agreement	Created by Law
<i>Separate Legal Entity</i>	No	Yes
<i>Perpetual Succession</i>	Partnerships do not have perpetual succession	It has perpetual succession and individual partners may come and go
<i>Number of Partners</i>	Minimum 2 and Maximum 50	Minimum 2 but no maximum limit
<i>Ownership of Assets</i>	Firm cannot own any assets. The partners own the assets of the firm	The LLP as an independent entity can own assets
<i>Liability of Partners / Members</i>	<b>Unlimited:</b> Partners are severally and jointly liable for actions of other partners and the firm and their liability extends to personal assets	Limited to the extent of their contribution towards LLP except in case of intentional fraud or wrongful act of omission or commission by a partner.

## REMUNERATION, INTEREST ON CAPITAL, LOAN, DRAWINGS, PROFIT SHARING RATIO

- Governing Statute:** The law governing Partnership in India is the Partnership Act, 1932.
- Conditions not covered by Partnership Deed:** Where any situation or circumstance is not covered by the Partnership Deed or is not adequately provided for in the Partnership Deed, the Provision of the Partnership Act, 1932 will apply.

If the Deed is silent on-	Provisions of the Partnership Act
Partners' Remuneration/ Salary/ Commission	<b>No</b> Remuneration will be allowed to any Partner.
Interest on Partners' Capital	<b>No</b> IOC will be allowed to any Partner.
Interest on loan given by Partner to the Firm	<b>Maximum 6% p.a.</b> can be allowed on loan.
Interest on Partners' Drawings	<b>No</b> interest will be charged on Partners' Drawings
Profit Sharing Ratio	Profits and Losses will be shared <b>equally</b> .

## PARTNER'S CAPITAL ACCOUNTS

- Methods of Accounting:** The transactions affecting the Partners' Capital Accounts may be accounted under any of the following methods-

Aspects	Fluctuating Capital Method	Fixed Capital Method
<b>Ledger A/cs prepared</b>	Partner's Capital Account.	1. Partner's Capital Account, and 2. Partner's Current Account.
<b>Initial Capital contribution</b>	Amount brought in or contribution is <b>credited to the Partner's Capital A/c</b>	Amount brought in or contributed is <b>credited to the Partners' Capital A/c</b>
<b>Subsequent transactions</b>	Subsequent transactions are accounted in Partner's <b>Capital Account</b>	Subsequent transactions are accounted in Partner's <b>Current Account</b>

### FORMAT OF PARTNER'S CAPITAL ACCOUNT

Particulars	A	B	C	Particulars	A	B	C
To Cash/Bank (Withdrawal of capital, if any)				By Balance b/d			
To Balance c/d				By Cash/ Bank/ Assets (Capital Contribution)			
<b>Total</b>				<b>Total</b>			

### FORMAT OF PARTNER'S CURRENT ACCOUNT

Particulars	A	B	C	Particulars	A	B	C
To Balance b/d				By Balance b/d			
To Drawings A/c				By Profit & Loss Appropriation			
To P&L A/c - Share of Loss				-Remuneration/ Salary/Comm.			
To Profit & Loss Appropriation -Interest on Drawings, if any				-Interest on Capital			
To Balance c/d				-Share of Profit			
				By Balance c/d			
<b>Total</b>				<b>Total</b>			

**Note:** If Capital Accounts are maintained on Fluctuating basis, all the above entries will be made in one single Capital Account only. There will not be any Current Account

### PROFIT & LOSS APPROPRIATION ACCOUNT

1. **Purpose:** Profit and Loss A/c of firm will show the profit earned or loss suffered by the firm.  
To distribute the above Profit properly to the Partners, the **Profit and Loss Appropriation A/c** is used
2. **Features:**
  - (a) It is **extension of P&L Account**.
  - (b) It provides details of how the Net Profit for the period has been **distributed to the Partners**
  - (c) The entries in P&L Appropriation A/c are **governed by the Partnership Deed**.

**Note:** Interest on Partners' Loan, Rent for use of Partners' premises, if any, etc. are debited to P&L A/c itself. Net Profit after charging and debiting these items, is only transferred to P&L Appropriation A/c

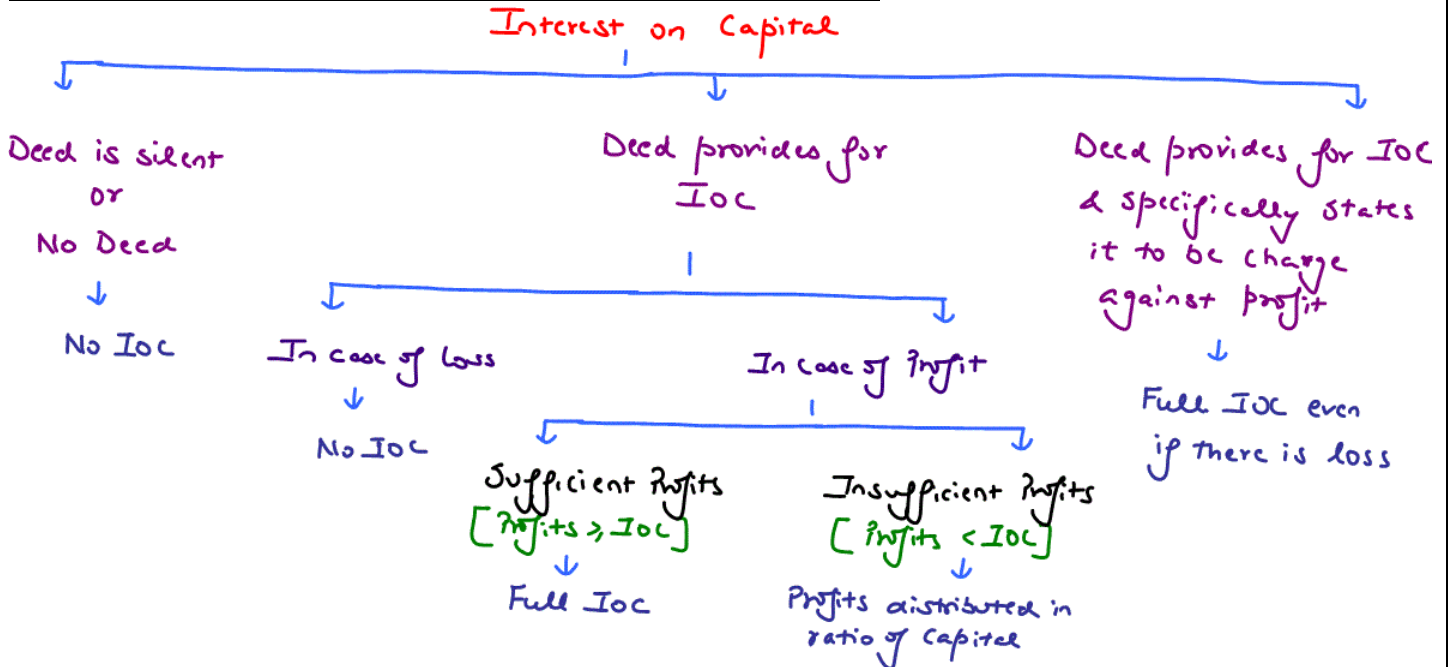
#### 3. **Format:**

Dr.	Profit & Loss Appropriation A/c		Cr.
Particulars	Amount Rs.	Particulars	Amount Rs.
To Interest on partner's capital	XX	By P&L A/c balance (Profit)	XX
A ---		By Interest on partner's drawings	XX
B ---		A ---	
To Partner's Salary	XX	B ---	
A ---			
B ---			
To Partner's Commission/Bonus	XX		
A ---			
B ---			
To Reserves (Amount transferred)	XX		
To Profits transferred in PSR:	XX		
A ---			
B ---			
<b>Total</b>	<b>XXXX</b>	<b>Total</b>	<b>XXXX</b>

## Interest on Partners' Capital

Type of Capital	Computation of Interest on Capital (IOC)
1. Opening Capital	IOC = Opening Capital x Rate of Interest
2. Additional Capital	IOC = Additional Capital x Rate of Interest x Period of use

### Interest on Capital in case of Insufficient Profits or Loss



### Effective Capital

Partners may agree to share profits and losses in the capital ratio. The capitals for the purpose of ratio would be determined with reference to time on the basis of weighted average method.

#### Example:

A and B formed a partnership with a capital contribution of Rs.1,00,000 and Rs.80,000 respectively on 1st January 2021. Profits were to be shared in the Effective Capital ratio. Interest on Capital is 6% p.a.

Date	Capital Introduced		Capital Withdrawn	
	A	B	A	B
1 <sup>st</sup> April	2,00,000			
1 <sup>st</sup> July		40,000	1,00,000	

Calculate: (a) Profit-sharing ratio; (b) Interest on capital

#### Effective Capital:

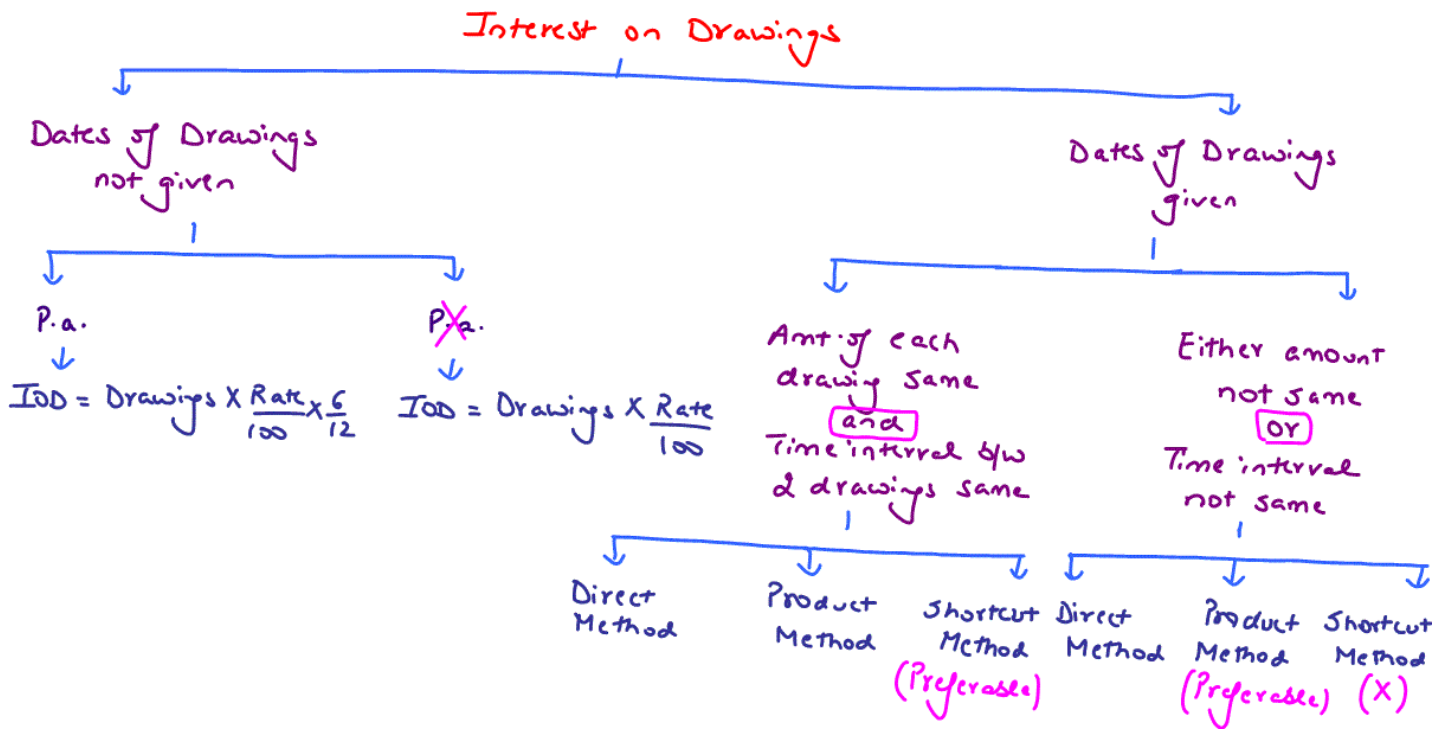
<b>A</b>	<b>B</b>
1/1    1,00,000 × $\frac{12}{12}$ = 1,00,000	1/1    80,000 × $\frac{12}{12}$ = 80,000
1/4    2,00,000 × $\frac{9}{12}$ = 1,50,000	1/7    40,000 × $\frac{6}{12}$ = 20,000
1/7    (1,00,000) × $\frac{6}{12}$ = (50,000)	
2,00,000	1,00,000

Ratio (PSR) ⇒ 2,00,000 : 1,00,000 = 2 : 1

IOC : A = 2L × 6% = 12,000      B = 1L × 6% = 6,000

## Interest on Partners' Drawings

- ❖ Drawings refers to amount withdrawn by Partners, in cash or in kind, for their personal use.
- ❖ Partners are supposed to pay interest on drawings only when provided by the agreement or agreed by the partners.
- ❖ Interest on drawings is gain for the business. It is recorded on credit side of P&L Appropriation A/c.
- ❖ Partner's Drawings A/c & interest on drawings is closed by transferring to debit side of Capital or Current A/c.



### Short cut Method :

$$\text{IOD} = \text{Total Drawings} \times \frac{\text{Rate}}{100} \times \frac{\text{Average Time Period}^*}{12}$$

\* Average Time Period

TTP = Total Time Period

TI = Time Interval

	Beginning	Middle	End
	$\frac{\text{TTP} + \text{TI}}{2}$	$\frac{\text{TTP}}{2}$	$\frac{\text{TTP} - \text{TI}}{2}$
A) 12 Months Period			
a) Monthly	$\frac{12+1}{2} = 6.5$	$\frac{12}{2} = 6$	$\frac{12-1}{2} = 5.5$
b) Quarterly	$\frac{12+3}{2} = 7.5$	$\frac{12}{2} = 6$	$\frac{12-3}{2} = 4.5$
B) 6 Months Period			
a) Monthly	$\frac{6+1}{2} = 3.5$	$\frac{6}{2} = 3$	$\frac{6-1}{2} = 2.5$
b) Quarterly	$\frac{6+3}{2} = 4.5$	$\frac{6}{2} = 3$	$\frac{6-3}{2} = 1.5$

## Calculation of Remuneration/ Salary/Commission to Partners

Remuneration/ Salary/ Commission to Partners, can be provided to Partners, only if the Partnership Deed so provides. The calculations are as under:-

Type of Capital	Computation
1. Remuneration/ Salary	Remuneration / Salary p.a. = Monthly Amount x No. of months
2. Commission as x % of Turnover	Commission p.a. = Sales Turnover of the Firm x Rate of Commission
3. Commission as x % of Net Profit	
(a) Before Commission	Net Profit before Commission x Rate of Commission / 100
(b) After Commission	Net Profit before Commission x $\frac{\text{Rate of Commission}}{(100 + \text{Rate of Commission})}$

## Past Adjustments in capital accounts of partners

Sometimes a few errors and omissions in the recording of transactions or the preparation of financial statements are found after the final accounts have been prepared and the profits distributed among the partners.

These omissions and errors may be in respect of:

- Interest on capitals, Interest on drawings,
- Partner's salary, partner's commission or
- Outstanding expenses.
- There may also be some changes in the provisions of partnership deed or system of accounting having impact with retrospective effect.

All these acts of omission and commission need adjustments for correction.

Now instead of altering all the old accounts, necessary adjustments can be made either;

- ❖ Through Profit and Loss Adjustment Account, or
- ❖ Directly in the Capital Accounts of the concerned partners.

**Journal entry for adjustment is:**

Gaining partner capital/current A/c
Dr.  
To Sacrificing Partner capital/current A/c

**TABLE**

	A	B	TOTAL
<u>Items to be Recorded</u>			
Ioc	✓	✓	✓
Salary, Commission, etc.	✓	✓	✓
Share of Profit	✓	✓	✓
IOD	(✓)	(✓)	(✓)
	(✓)	(✓)	(✓)
<u>Items to be Reversed</u>			
Ioc	✓	✓	✓
Salary, Commission, etc.	✓	✓	✓
Share of Profit	✓	✓	✓
IOD	(✓)	(✓)	(✓)
	(✓)	(✓)	(✓)
Difference	✓	✓	✓

## Guarantee of Minimum Profit to a Partner

1. **Meaning:** Sometimes, Partners may mutually agree that certain Partner (s) has the right to have **minimum amount** of profit. Such profit is called Guaranteed Profit or Guaranteed Minimum Profit.

**Example:** Guarantee given to a partner 'X' by the other partners 'Y & Z' means in case of loss or insufficient profits 'X' will withdraw the minimum guaranteed amount.

### 2. Treatment:

Situation	Steps in Computation/ Treatment
(a) If Profit Share > Guaranteed Profit	Distribute the Total Available Profit in the agreed profit sharing ratio, in the usual manner.
(b) If Profit Share < Guaranteed Profit	<ul style="list-style-type: none"> <li>Distribute the Total Available Profit in the agreed profit sharing ratio, in the usual manner.</li> <li>Compute the <b>shortfall</b> in Guaranteed Profit, and add that to the share of the Partner entitled to the same.</li> <li>Deduct the shortfall from the Profit shares of the Other Partners, as described below</li> </ul>

### Burden of Shortfall:

Guarantee given by	Shortfall to be reduced from
(a) One of the remaining partners	That Remaining Partners Share of Profit.
(b) Remaining two or all Partners in an agreed ratio	Two or all Partners, in agreed ratio
(c) Remaining Partners in their mutual PSR	All remaining Partners in mutual PSR

**Note:** If the question is silent about the nature of guarantee, situation (c) given above is assumed

### Example

A, B and C entered into partnership on 1.1.2021 to share profits and losses in the ratio of 5 : 3 : 2. A personally guaranteed that C's share of profit after charging interest on capitals at 5% p.a. would not be less than Rs. 30,000 in any year. Capitals of A, B and C were Rs. 3,20,000, Rs. 2,00,000 and Rs. 1,60,000 respectively. Profits for the year ending 31.12.2021 before providing for interest on partners capital was Rs. 1,59,000. You are required to prepare the Profit and Loss Appropriation Account

#### Profit and Loss Appropriation Account

Particulars	Amount	Particulars	Amount
To Interest on Capital A/c A 3,20,000*5% = 16,000 B 2,00,000*5% = 10,000 C 1,60,000*5% = 8,000	34,000	By Profit and Loss A/c ( Net profit)	1,59,000
To Profit t/d to Capital A/c A 125,000*5/10 = 62,500 – 5,000 = 57,500 B 125,000*3/10 = 37,500 C 125,000*2/10 = 25,000 + 5,000 = 30,000	1,25,000		
	1,59,000		1,59,000

## Question

Good, Better and Best are in partnership sharing profits and losses in the ratio 3:2:4. Their capital account balances as on 31st March, 2021 are as follows:

	Rs.
Good	1,70,000 (Cr)
Better	1,10,000 (Cr)
Best	1,22,000 (Cr)

Following further information provided:

- (1) Rs. 22,240 is to be transferred to General Reserve.
- (2) Good, Better and Best are paid monthly salary in cash amounting 2,400, 1,600 & 1,800 respectively.
- (3) Partners are allowed interest on their closing capital balance @ 6% p.a. and are charged interest on drawings @ 8% p.a.
- (4) Good and Best are entitled to commission @ 8% and 10% respectively of the net profit before making any appropriation.
- (5) Better is entitled to commission @ 15% of the net profit before charging Interest on Drawings but after making all other appropriations.
- (6) During the year Good withdraw Rs. 2,000 at the beginning of every month, Better Rs. 1,750 at the end of every month and Best Rs. 1,250 at the middle of every month.
- (7) Firm's Accountant is entitled to a salary of Rs. 2,000 per month and a commission of 12% of net profit after charging such commission.

The Net Profit of the firm for the year ended on 31st March, 2021 before providing for any of the above adjustments was Rs. 2,76,000.

You are required to prepare Profit & Loss Appropriation A/c for the year ended on 31st March, 2021

## Solution

### Working Note:-

$$\begin{array}{rcl} (1) & \text{Profit} & = & 276000 \\ & - \text{Salary} & = & \frac{(24000)}{25000} \quad (2000 \times 12) \\ & - \text{Commission} & = & \frac{(27000)}{22500} \quad \left[ \frac{25000 \times 12}{112} \right] \\ & \text{Net Profit} & & \underline{\underline{225000}} \end{array}$$

### (2) Better Commission

$$\begin{aligned} \text{Profit} &= 225000 - 22240 - 69600 - 24120 - 18000 - 22500 \\ &=) \quad 68540 \end{aligned}$$

$$\text{Commission} =) \quad 68540 \times \frac{15}{100} =) \quad \boxed{10281}$$





# GOODWILL

1. Goodwill is the value of **reputation** of a Firm in respect of profits expected in future over and above the normal rate of profits earned by similar Firms in the same locality.
2. Goodwill is the benefits and advantage of the good name, reputation and connections of a business firm. It is the attractive force which brings in customers, and enhances the revenues of the firm

## Types of Goodwill

A. Purchased Goodwill	B. Self-Generated Goodwill
<ol style="list-style-type: none"> <li>1. <b>Purchased Goodwill</b> arises when a business is purchased, &amp; the consideration paid therefore is more than the value of assets taken over.</li> <li>2. Purchased Goodwill = Purchase Consideration Less Net Assets taken over</li> <li>3. Purchased Goodwill is recorded in books of accounts and <b>is shown</b> in the <b>balance sheet</b>.</li> </ol>	<ol style="list-style-type: none"> <li>1. It refers to <b>internally generated goodwill</b>, that arises to the special advantages possessed by the Firm.</li> <li>2. Internally Generated Goodwill is <b>not recorded</b> in the books of account, since Accounting Standard 26 issued by ICAI specifically provides so.</li> </ol>

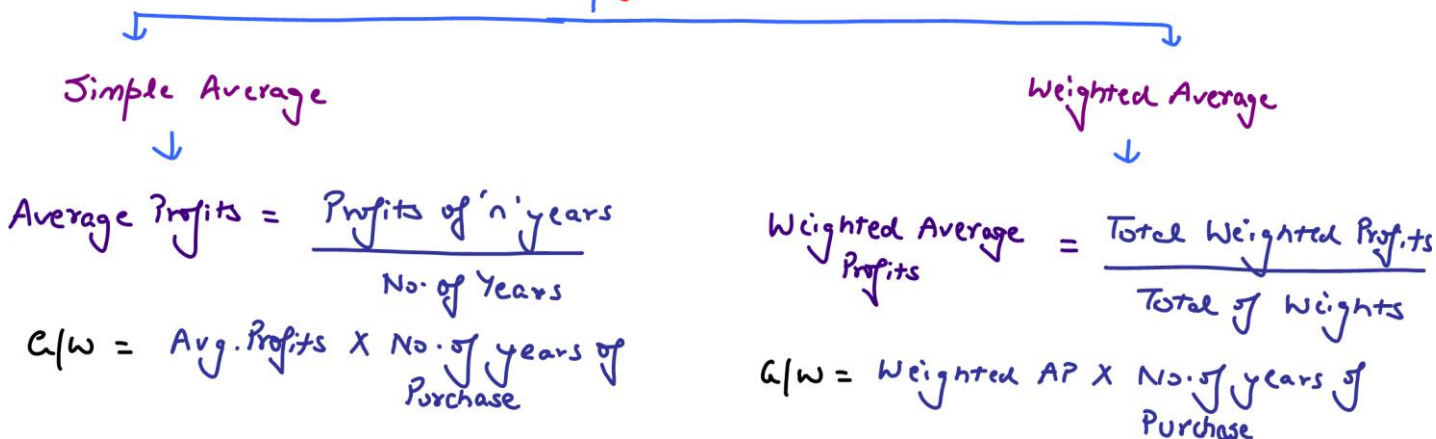
## Situations which may involve valuation of Goodwill in case of Firms

- ❖ Change in Profit Sharing Ratio amongst the Partners,
- ❖ Admission, Retirement & Death of a Partner,
- ❖ Dissolution of the Partnership

## Methods of Valuation of Goodwill

### Method:1 Average Profits Method

#### Average Profits Method



#### Computation of Adjusted Profits

Profits	xx
+ Abnormal loss	xx
- Abnormal Gain	(xx)
- Omission of Expense	(xx)
+ Omission of Income	xx
+ Rectification of Errors	xx/(xx)
	<u>xx</u>

## Method:2 Super Profits Method

$$C/w = \text{Super Profits (SP)} \times \text{No. of Years of Purchase}$$

$$SP = \text{Average Profits (AP)} - \text{Normal Profits (NP)}$$

$$NP = \text{Capital Employed (CE)} \times \text{Rate of Return (r\%)}$$

$$CE = \text{Total Assets} - \text{Outsider Liabilities} \\ (\text{excl. Fictitious Assets \& Non Trade Investments})$$

## Method:3 Annuity Method

$$C/w = \text{Super Profits} \times \text{Annuity Factor (A.F.)}$$

$$A.F. = \sum PVF (r\%, n)$$

PVF : Present value Factor  
r% : Rate of Return  
n : No. of years

## Method:4 Capitalisation Method

### Capitalisation Method

Capitalisation of Average Profits

$$C/w = \text{Capitalised value of business (CVB)} - \text{Capital Employed}$$

$$CVB = \frac{\text{Avg. Profits}}{r\%}$$

Capitalisation of Super Profits

$$C/w = \frac{\text{Super Profits}}{r\%}$$

Sometimes Question specifies to apply Average Capital Employed

Average Capital Employed =  $\frac{\text{Opening Capital Employed} + \text{Closing Capital Employed}}{2}$



## Treatment of Goodwill in case of change in PSR

Accounting Issue involved	Journal Entry
1. Writing off Goodwill existing in books	All Partner's Capital A/c (individually) Dr. (in <b>old ratio</b> ) To Goodwill A/c
2. Adjusting Goodwill on change in PSR	Gaining Partner's Capital A/c Dr. ( <b>Gain ratio</b> ) To Sacrificing Partners' Capital A/c ( <b>Sacrifice Ratio</b> )

**Note:** Only Purchased Goodwill should be shown in the books of accounts. Other Goodwill value, if any in the Balance sheet, should be written off from the books of accounts.

Sacrifice	Gain
Partners whose shares in Profit have decreased as a result of change in PSR, are known as <b>Sacrificing Partners.</b>	Partners whose shares in profits have increased as a result of change in PSR, are known as <b>Gaining Partners</b>
The ratio in which Partners have agreed to reduce their profits in favour of the other Partner(s) is called <b>Sacrifice Ratio or Sacrificing Ratio.</b>	The ratio in which Partners have agreed to gain their profits from the other Partner (s) is called <b>Gain Ratio or Gaining Ratio</b>
<b>Sacrifice Ratio</b> = Old Ratio less New Ratio	<b>Gain Ratio</b> = New Ratio less Old Ratio

### Question

A, B & C are equal partners. They wanted to change the profit sharing ratio into 4:3:2. Goodwill of the firm is valued at ₹ 90,000. Pass necessary journal entry for goodwill adjustment.

### Solution

#### Journal Entries

Date	Particulars	L.F.	Dr. Amount	Cr. Amount
	A's Capital A/c - Dr. To C's Capital A/c (Being the adjustment for goodwill through the Partners' Capital Accounts)		10,000	10,000

### Working Notes:

Particulars	A	B	C
Credit in Old Ratio (1:1:1)	30,000	30,000	30,000
Debit in New Ratio (4:3:2)	40,000	30,000	20,000
	<b>10,000 Dr.</b>	<b>-</b>	<b>10,000 Cr.</b>