Serial No. 15450 Circle:-:NA 15533 Book No. :- 4 Deed No. 91

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते INDIA

बिहार BIHAR
Serial No. 15450

कोषागार पदाधिकारी
भागलपुर

AT 088992

Deed No. 91

बाशेमुचुन्द घोष
मुद्रांक विक्रेता
लाo सं0-3/86
कोर्ट कम्पाउण्ड भागलपुर

बिहार सरकार
जिला निबंधन कार्यालय, भागलपुर

पृष्ठांकन का सारांश

दिनांक 14/09/2023 को Ms Bishwanath Engicon Pvt Ltd Through Sanjay Kumar Gupta द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमे रू0 10000 मुद्रांक शुल्क एवं रू0 1500 निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेखकारियों ने गैर समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित है। इसे दस्तावेज सं0 91 के रूप में पुस्तक सं0 4 की जिल्द सं0 2 के पृष्ठ सं0 493 से 500 तक CD 1 में आज निबंधित एवं कुल 8 पृष्ठों में संधारित किया गया ।

पंकज कुमार वराक
निबंधन पदाधिकारी

दिनांक– 14/09/2023 टोकन नं. 15533 / 2023

Scanned By
Computer Operator

हिमांशु शेखर सिंह
उच्च वर्गीय लिपिक
जिला निबंधन कार्यालय
भागलपुर

PARTNERSHIP DEED

This Deed of Partnership is executed at Bhagalpur on this 14 day of September 2023,

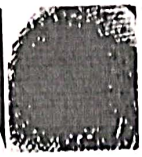
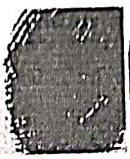
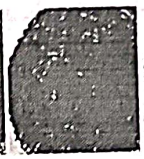
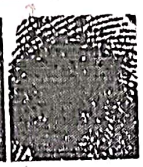
BY AND BETWEEN

(I) M/S BISHWANATH ENGICON PRIVATE LIMITED (CIN – U45309BR2021PTC055266 & PAN – AAKCB3258L) having registered office at Sharda Chandra Path, Mashakchak, Adampur, Bhagalpur – 812001, through its authroised Director

BISHWANATH ENGICON PRIVATE LIMITED
Sanjay Kumar Gupta
14/9/23 DIRECTOR

District Registry Office,Bhagalpur

Token Number 15533 | Reg. Year 2023 | Serial Number 15450 Deed Number 91

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Amit Kumar						
Presented By	Ms Bishwanath Engicon Pvt Ltd Through Sanjay Kumar Gupta						
Executant	Ms Bishwanath Engicon Pvt Ltd Through Sanjay Kumar Gupta						
Identified By	Manoj Kumar Singh						

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जिला अवर निबंधक भागलपुर



BISHWANATH ENGICON PRIVATE LIMITED
Sanjay Kumar Gupta
14/09/2023
DIRECTOR

MR. SANJAY KUMAR GUPTA (DIN – 09410316, Aadhaar No. 9745 1786 0203 & Mob. No. 9431249551) aged about **50 years**, S/o Late Bishwanath Prasad Sah, resident of KCC Lane, Masakchak, P.S. Adampur, Bhagalpur, PIN – 812001 in the state of Bihar, Nationality Indian hereinafter called the Partner, which expressions shall unless repugnant to the context include his/her heirs, successors and assigns of the **FIRST PART.**

AND

(II) **MR. AMIT KUMAR** (PAN – AJGPK0181R, Aadhaar No. 6939 1515 1161 & Mob. No. 9431275190) aged about **40 years**, S/o Late Ashok Kumar Sah resident of Deena Sah Lane, Mundichak, District – Bhagalpur, PIN – 812001 in the state of Bihar, Nationality Indian hereinafter called the Partner, which expressions shall unless repugnant to the context include his/her heirs, successors and assigns of the **SECOND PART.**

WHEREAS all partners hereto had agreed and accordingly started and are carrying on the business of **Real Estate Developer** in the name and style of **"M/s BISHWANATH ENGICON"**, since **09-08-2023** on the terms and conditions hereinafter contained.

AND WHEREAS it is considered expedient and desirable to execute a Written Instrument of Partnership recording the said Terms and Conditions settled and agreed among the partners.

IT IS HEREBY MUTUALLY SETTLED, AGREED AND DECLARED AS UNDER:

1. That the parties hereto are partners and as such partners agreed to and are carrying on the aforesaid business in partnership of each other constituted hereunder.

2. That the principal place of the business of the Partnership will be at **Sharad Chandra Path, Masakchak, P.S. - Adampur, Bhagalpur – 812001, Bihar.** Further Branch or Branches may also be opened at any place either under the aforesaid name or style or in any other names as mutually may be settled among the partners.

3. That the nature and scope of the partnership business **shall be limited to** a single building project to be commenced at Ward No. 38, Holding No. 104 & 55/103, Khata – 22, Khesra 548 K, Kh, Ga, Gha, Ch, Chha, Ja and 549, Patal Babu Road, Bhagalpur

जिला अवर निबंधक भागलपुर

Signature of Second Partner

14/9/23

Signature of First Partner
BISHWANATH ENGICON PRIVATE LIMITED
Sanjay Kumar Gupta
DIRECTOR
14/9/23

having project name "**SHIVAM COMPLEX**" as may be settled or agreed between the partners.

4. That the capital invested and/or loan advanced by the partners hereto or any of them stands in the books of account of the partnership in his/her name and will not carry any interest or may carry interest at such rate as may be mutually settled or agreed upon and such interest will be considered as a business expense.

5. That the partners hereto will share the net profit or loss in the business and also share the constructed/uncounstructed area & parking space of the project in the following proportions:

S.No.	Name of the Partners	Share
1.	M/S BISHWANATH ENGICON PRIVATE LIMITED	50% (Fifty Percent)
2.	MR. AMIT KUMAR	50% (Fifty Percent)

6. That the Bank Account or Accounts may be opened in the name of the Partnership firm or in any other name as may be mutually agreed upon among the partners in one or more bank or banks and such accounts will be operated by either or survivor basis. Any other person may also be authorised to operate the same.

7. That all the partners hereto will look-after and manage the affairs of the partnership business as may be settled among them for the mutual advantage of the parties and they will be entitled to draw monthly expenditure as may be settled and agreed among the partners which will be considered as a business expenses.

8. That no Partner shall without the consent of the others: -

   a. Lend any of the money or deliver upon credit any of the goods of the firm to any person or persons whom the other Partners shall have previously in writing forbidden her/him to trust.

   b. Raise or advance any loan in the name of or on behalf of the firm.

   c. Assign, charge or transfer his/her shares in assets or profits of the firm.

Signature of Second Partner

Signature of First Partner

BISHWANATH ENGICON PRIVATE LIMITED
Sanjay Kumar Gupta
DIRECTOR

9. That usual and necessary books of account may be maintained for the business of the partnership and anybody will not be entitled to remove them there from without the consent of the other partners.

10. That the accounts will be settled and adjusted on the 31st day of March every year or on such other date as the partners may mutually decide and on such adjustment the share of profit or loss of each partner will either be credited or debited to his/her account or divided between the partners.

11. That any partner may retire from the partnership by giving two month's notice in writing to the other remaining partners of his/her intention so to do or by leaving such a notice at the principal place of business of the partnership. Such notice, however, will not be necessary, if he/she retires with the consent of the other remaining partners unless or otherwise mutually settled and agreed in setting accounts among the partners no value will be put on the goodwill of the firm.

12. That each of the partner may give two months notice in writing to the other partner for the retirement from the partnership firm and in such event if the other partners desire to continue the business, he/she/they will be entitled to do so and the notice of retirement so given by the partner, will be considered as a notice of his/her retirement.

13. That the firm will not be dissolved on the death of any partner. If any partner dies, one of his/her legal heirs or other legal representatives, subject to the provisions of The Partnership Act be considered to be taken in as a partner in his/her place and all the terms and conditions of this Partnership Deed as far as applicable, will apply to such newly constituted partnership and such legal heir or other legal representative does not want to become a partner; the deceased partner shall be deemed to have retired from the partnership as from the date of his death and the partnership will continue with only the surviving partners.

14. That if any partner obtains any contract in his own name individually during the continuance of this partnership, the same shall at the option of other partners, be deemed to have been obtained on behalf of the firm.

Signature of Second Partner

Signature of First Partner

BISHWANATH ENGICON PRIVATE LIMITED

Sanjay Kumar Gupta
DIRECTOR

15. That all disputes and differences, if arises in between/among the partners in anywise relating to this agreement including the constructions or interpretations of the terms and conditions hereof, whether during the continuance of the partnership or after its cessation will be settled by Arbitration, unless or otherwise settled between the parties, each of the contending parties will appoint one Arbitrator and incase of differences of opinion between them by the Arbitrator selected by them then the Arbitration will be conducted according to the provisions of the Indian Arbitration Act, 1940.

16. That no partner will be entitled to obstruct in the normal carrying on of the business of the partnership or in any way to do anything against the interest of the firm.

17. That for matters not provided herein, the provision of the Indian Partnership Act, 1932, will apply.

18. That the partners will authorise any partner or partners vide resolution to execute all Agreements for sale and Sale-Deeds of Flats and other areas for and on behalf of the partnership firm.

IN WITNESSES WHEREOF the partners abovenamed hereto have put their respective signatures on these presents on the day, month and year first above written.

BISHWANATH ENGICON PRIVATE LIMITED

Sanjay Kumar Singh

Signature of the First Partner DIRECTOR 14/9/22

Signature of the Second Partner 14/9/22

WITNESSES:-

1. Manoj kumar Singh
S/O Sri Suresh Prasad Singh
Flat No. 301, 3rd Floor
Vishwa Shambhu Enclave
Hanuman Path, Tilkamanjhi
Bhagalpur, Bihar 14.9.22

2. Anil Kumar Singh
S/o Late Bankey lal Yadav
Lalbagh Tilkamanjhi
Bhagalpur (Bihar)
14/9/22

5

INDIA NON JUDICIAL

Government of Bihar

e-Stamp

Certificate No.	:	IN-BR-2300848404
Certificate Issue Date	:	13-Sep-2023 01:02 PM
GRN No.	:	BIHR202309003005561E
Unique Doc Reference	:	EST-BR-2200-2300009455
Party Name	:	AMIT KUMAR
Purchased by	:	AMIT KUMAR
Purpose	:	Partenership Article no (46)
Stamp Duty Paid (Rs.)	:	9000 (Nine Thousand Only)
Reg. Fee (Rs.)	:	1000 (One Thousand Only)
LLR & P Fee (Rs.)	:	0 (Zero Only)
Miscellaneous Fee (Rs.)	:	0 (Zero Only)
Discore SC (Rs.)	:	500 (Five Hundred Only)
Total Amount (Rs.)	:	10500 (Ten Thousand Five Hundred Only)

IN 2300851663

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at https://enibandhan.bihar.gov.in or using enibandhan Mobile App. Any discrepancy in the details on this Certificate and as available on the website/Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

14791 23

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '46'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 10000/-	Amt.Paid By N.J Stamp Paper	Rs. 1000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 10500/-

Registration Fee

FEE PAID												
	A1	0	C	0	H1b	0	K1a	0	LII	0
	A8	0	D	0	H2	0	K1b	0	LIII	0
	A9	0	DD	1000	I	0	K1c	0	Mb	0
	A10	0	E	0	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	LI	0		
									TOTAL-	1000

		Service Charge
LLR	0	500
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1500

Registering Officer
Bhagalpur

Date: 14/09/2023

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Thursday, 14th September 2023 by Ms Bishwanath Engicon Pvt Ltd Through Sanjay Kumar Gupta , Bishwanath Prasad Sah by profession Others. Status - Executant

Sanjay Kumar Gupta
14/9/2023

Signature/L.T.I. of Presentant **Date:14/09/2023**

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Manoj Kumar Singh' age '47' Sex 'M', 'Suresh Prasad Singh', resident of 'Flat No 3013rd Floor Vishwa Shambhuy Enclave Hanuman Path Tilkamanjhi Bhagalpur Bhagalpur '.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Bhagalpur

Date : 14/09/2023

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Bhagalpur in Book 4 Volume No. 2 on pages on 493 -500, for the year 2023 and stored in CD volume No. CD-1 year 2023 .The document no. is printed on the Front Page of the document.

Registering Officer
Bhagalpur

Date : 14/09/2023

Token No. : 15533 **Year :** 2023 **S.No. :** 15450 **SCORE Ver.4.1** **Deed No . :d No . :** 91