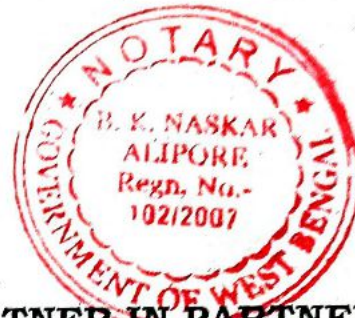




পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 130710

BEFORE THE NOTARY PUBLIC  
AT ALIPORE POLICE COURT



**DEED OF INCLUSION OF PARTNER IN PARTNERSHIP**

THIS DEED OF INCLUSION OF PARTNER IN PARTNERSHIP is made on this 8th day of June, 2023 (Two Thousand Twenty Three)

**MR. SANDIP KUMAR BOSE**, son of Late Dinesh Chandra Bose, PAN No. AGMPB5205E, Aadhar No. 2779 6128 0017, by faith - Hindu, by occupation - Business, residing at 290, Boral Lake Pally, Boral, P.S. - Sonarpur, Dist. - 24 Parganas (South), W.B. - 700154, hereinafter referred to as the "FIRST PARTNER/EXISTING PARTNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs/successors, executors, administrator, legal representative and assigns) of the **FIST PART**.



04 JUL 2023

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 130711



*Ajoy Sardar*  
**SRI AJOY SARDAR**, son of Late Provat Kumar Sardar,  
PAN No. **AXDPS 0593 A**..., Aadhar No. **545496114548**,  
by faith - Hindu, bu occupation - Business, residing at 11,  
Garfa Sitla Mandir Road, P.S. - Survey Park, P.O. Garfa,  
Kolkata - 700075 hereinafter referred as the SECOND  
PARTNER/EXISTING PARTNER (which term or expression  
shall unless excluded by or repugnant to the context be  
deemed to mean and include his heirs/successors,  
executors, administrator, legal representative and assigns)

of the **SECOND PART.**

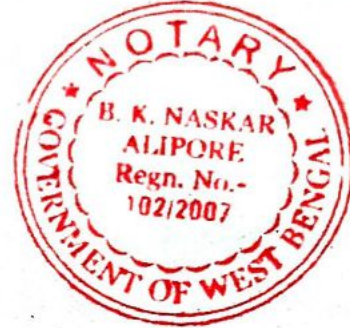


**04 JUL 2023**



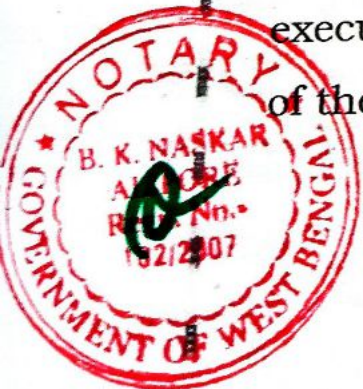
পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 130712

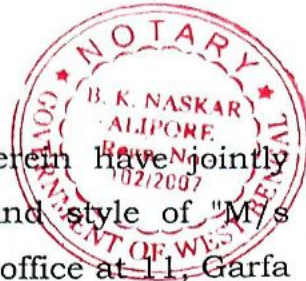


AND

**SRI RAM CHANDRA MONDAL**, son of Late Kalipada Mondal, PAN No. BIBPM8896C, Aadhar No. 5446 6638 8626, by faith - Hindu, by occupation - Business, residing at 11. Garfa Sitala Mandir Road, Santoshpur, Kolkata - 700075, West Bengal, hereinafter referred to as **THIRD PARTNER/INCOMING PARTNER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs/successors, executors, administrator, legal representative and assigns) of the **THIRD PART**.



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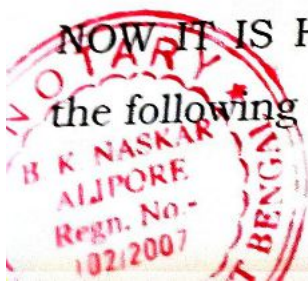
**WHEREAS** the First and Second partner herein have jointly formed one partnership firm in the name and style of "M/s POPULAR ENTERPRISE", having its registered office at 11, Garfa Sitala Mandir Road, P.S. - Survey Park, P.O. - Santoshpur, Ward No. 104 of KMC, Kolkata - 700075 by executing one deed of partnership on 27th April, 2023 and duly notarized before the Ld. Notary Public Mr. B. K. Naskar on 27th day of April, 2023 vide Regd. no. 15/23 dated 27.04.2023.

AND WHEREAS the said partnership firm has engaged to do the necessity official work as well as searching the land for development of joint venture project. The "Popular Enterprise" has got his pan card for income tax department (PAN card no. AXDPS0593A) and in near future two development project will be undertaken. For the smooth running of the future project a huge amount can be required to invest. That is not possible to invest required fund by the first and second partner. Hence Sri Sandip Kumar Bose and Sri Ajoy Sarder have mutually decided to include any other person/s who can invest for completion of future projects.

AND WHEREAS the First and Second Partner have proposed the third partner heir to join with them in the said partnership firm for the purpose of continuation of the purpose as laid down in the said partnership deed as also for completion of forth coming project and they mutually agreed to form a partnership firm.

They said partners shall coming out the business under the name style of "M/s Popular Enterprise" having its registered office at 11, Garfa Sitala Mandir Road, P.S. - Survey Park, P.O. - Santoshpur, Ward No. 104 of KMC, Kolkata - 700075.

NOW IT IS HEREBY AGREED IN BETWEEN THE PARTIES on the following terms and conditions :-



04 JUL 2023

1. **SRI RAM CHANDRA MONDAL**, son of Late ~~Kakipada Mondal~~, PAN No. BIBPM8896C, Aadhar No. 5446 6638 8626, by faith - Hindu, by occupation - Business, residing at 11, Garfa Sitala Mandir Road, Santoshpur, Kolkata - 700075, West Bengal, is being included as partner of the partnership firm carrying on its business in the name and style of partnership firm shall be "M/s Popular Enterprise"; and the said place of business may be changed from time to time on mutual understanding of the above said partners.

2. The said business of partnership shall be carried on 11, Garfa Sitala Mandir Road, P.S. - Survey Park, P.O. - Santoshpur, Ward No. 104 of KMC, Kolkata - 700075 and in such other place/places the said partners may mutually may deem fit and proper. Moreover.

3. That the parties and each of them shall be entitled to enter into any type of agreement on behalf of the firm and in the name of the firm only on their joint signatures.

4. That the partners and their survivors will remain partners in the business on the death of any of the partners and the surviving legal heirs shall have the right to be a partner in respect of deceased partners share till the completion of the project and transfer of assets of the firm.

5. That every partner shall have a right to sell his share or interest but such partner before selling his share shall make the first offer in writing by registered post or hand delivery to the other partner his willingness for selling out his share. The valuation of his share will be ascertained according to the market value.

6. That the partners shall have their investment/services, enjoying and obligation the profit and loss as hereunder :-



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10% of Net profit is to be equally distributed for each partner & balance net profit & loss will be distributed on the ratio of capital invested by the partners. Ratio of the capital investment are as follows :-

1st Partner : 2nd Partner : 3rd Partner = 20:40:40

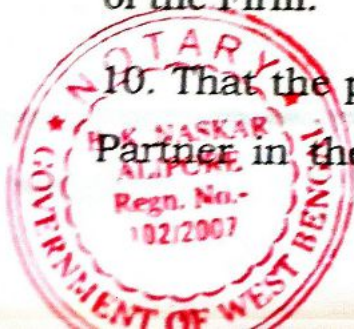
|    | Partners Name      | Share of profit of equal distribution | Share of profit as per capital invested | Total % of share of profit or loss |
|----|--------------------|---------------------------------------|-----------------------------------------|------------------------------------|
| 1. | Sandip Kumar Bose  | 10%                                   | 14%                                     | 24%                                |
| 2. | Ajoy Sardar        | 10%                                   | 28%                                     | 38%                                |
| 3. | Ram Chandra Mondal | 10%                                   | 28%                                     | 38%                                |

7. That the investment of the new incoming partner in the partnership Rs. 1,00,000/- (Rupees One lakh) only and the capital of the partnership firm will be at present Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand) only. The initial capital of 1st partner is 50,000/- (Rupees Fifty Thousand) only, 2nd & 3rd partner is 1,00,000/- (Rupees One Lakh) only, each.

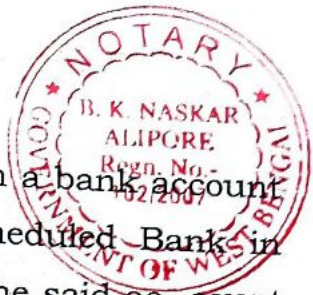
8. That the entire financial investment will be made by the Partners herein in every project as per profit and loss ratio as stated above and will remain the same in the said project undertaken by the present partnership.

9. That the partners of the firm may enter into similar types of business with any party without written consent of another partner and vice versa. But the partners can run their existing business individually as it was before without any written consent of the other partner. But the above-mentioned partners will not be permitted to carry on the said business in the name of the Firm.

10. That the partnership firm will include the name of the Third Partner in the existing bank account lying in the name of the



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partnership firm or shall have the right to open a bank account or any nationalized, co-operative and/or Scheduled Bank in their names and in the name of the firm and the said account will be operated by all the three partners jointly.

11. The Books of Accounts of the Partnership Firm long with day book, cash book, bills, and vouchers shall be maintained in respect of every transaction of the partnership business and the same shall be kept at the office for inspection of the partners and from whom any partner may take extract all reasonable time.

12. That in the event of capital contributed by the partners be insufficient, the same may be raised from outside at such terms and conditions that may mutually be settled by and between the partners hereto.

13. In the event of dissolution of partnership, the complete ~~accounts upto the date of dissolution~~ shall be submitted and the balance standing to the credit of the partners after meeting up all the liabilities shall be paid to the partner in accordance with their respective shares.

14. Profit and Loss of the Partnership business shall be shared and contributed personally by the partners accordance with their profit-sharing ratio. That the partner of the firm can invest further capital if the same is required for the purpose of the business time to time as mutually agreed upon.

15. Arbitration if any dispute shall arise between the parties hereto in respect of the conduct of the business of partnership or enforcement of any of the terms and conditions of the deed in respect of any other matter cause or things what-soever to herein otherwise provided for adjudication to the Arbitration Act, 1940 or any statutory amendment or modification or reenactment thereon for the time being in force decision shall be



binding on the parties and their legal representatives. Arbitration or Addition of any clause of this partnership deed. That notwithstanding anything stated or provided herein the parties shall have full powers and discretion to modify after or vary the terms and conditions of the partnership Deed in any manner think fit and on mutual consent which shall be reduced in writing shall become appended and will be a part of this Deed.

16. All other terms and conditions will remain same as it is in the deed of partnership dated 26.04.2023. That in all respect other than those provided from herein this Partnership shall be governed by Indian Partnership Act.

**IN WITNESS WHEREOF** the parties hereto have hereunder sets and subscribed their respective hands the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

By the parties at Kolkata

**WITNESSES :-**

1. Keya Bose

290 Bogal lakepally

P/o Bogal

Cal - 700154

2.

Sandip Kumatrose

FIRST/EXISTING PARTNER

Identified by me  
Advocate

Ram chandra Mondal  
THIRD/INCOMING PARTNER

04 JUL 2023

Hoy Sarder

SECOND/EXISTING PARTNER

L.T.I(s) / Signature (s) / of the  
Exeçant attested by me on Identification

B.K. NASKAR

B. K. NASKAR

Notary, Alipore

Govt. of West Bengal Regn. No. 102/2007

B. K. NASKAR  
ALIPORE  
Regn. No. -  
102/2007

GOVT OF WEST BENGAL

