



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 892775

THIS INDENTURE OF PARTNERSHIP made this 30th Day of
March Two Thousand Sixteen

AMONGST

1. **M/S. MERLIN PROJECTS LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 79, Shambhunath Pandit Street, Kolkata – 700 020, represented by Mr. Dinesh Kumar G. Sanghvi son of Late Gopal Sanghvi resident of 7A, Elgin Road, Kolkata – 700 020; being Director of the Company duly authorized by Board of Directors in their meeting held 16th day of January, 2016 hereinafter referred to as the party hereto of the **FIRST PART;**

MERLIN PROJECTS LTD.

[Signature]
Authorised Signatory/Director

SUPRABHAT DEALER PVT. LTD.

[Signature]
Authorised Signatory / Director,

KALKUT AGENCIES PVT. LTD.

[Signature]
Director

For Sajendra Agro Private Limited.

[Signature]
Director

Kanhaiya Realtors Pvt. Ltd.

Director

Ganges Gardens Realtors Pvt. Ltd.

Director

LAKSHITA CONSTRUCTION PVT. LTD.

Director

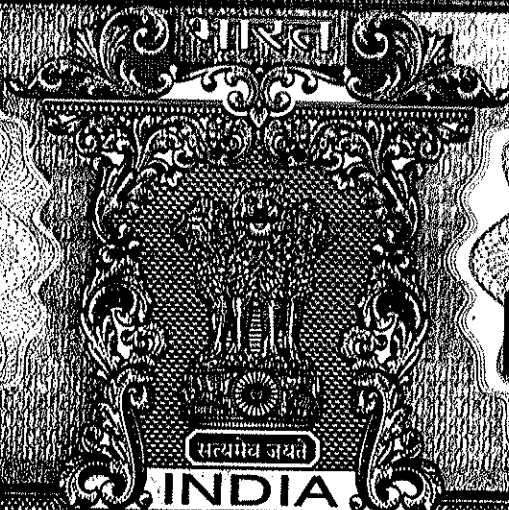
For Sobhagyaordhan Nirman (P) Ltd.

Director

भारतीय गैर न्यायिक



पचास
रुपये
₹.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

T 369981

2. M/S. SUPRABHAT DEALERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 51, Nalini Seth Road, Kolkata – 700007, represented by Mr. Sohanlal Bhutra son of Mr. Shankarlal Bhutra resident of 325, Raja Ram Mohan Roy Road, Kolkata – 700 008, being Director of the Company duly authorized by Board of Directors in their meeting held 16th day of January, 2016 hereinafter referred to as the party hereto of the **SECOND PART**;

3. M/S. KALKUT AGENCIES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 9, James Hickey Sarani, Kolkata – 700 069, represented by Mr. Rakesh Kumar Shyamsukha son of Late Subh Karan Shyamsukha resident of 33A, Chandannath Chatterjee Street Kolkata – 700025, being Director of the Company duly authorized by Board of Directors in their meeting held 16th day of January, 2016 hereinafter referred to as the party hereto of the **THIRD PART**;

Kanhaiya Realtors Pvt. Ltd.

Director

Ganges Gardens Realtors Pvt. Ltd.

Director

MERLIN PROJECTS LTD.

Authorised Signatory/Director

SUPRABHAT DEALER PVT. LTD.

Sohanlal Bhutra

KALKUT AGENCIES PVT LTD.

Rakesh Kumar Shyamsukha

Director

For Sailendra Agro Private Limited.

Sailendra

LAKSHITA CONSTRUCTION PVT. LTD.

Director

For Sobhagvordhan Nirman (P) Ltd.

Director

4. **M/S. SAILENDRA AGRO PVT. LTD.**, a Company incorporated under the Companies Act, 1956, having its registered office at 127 Netaji Subhas Road, Kolkata - 700 001, represented by Mr. Dilip Kumar Choudhary son of Late Chhedi Lal Chowdhury resident of 17, Kabir Road, Kolkata - 700 026, being Director of the Company duly authorized by Board of Directors in their meeting held 16th day of January, 2016 hereinafter referred to as the party hereto of the **FOURTH PART**;

5. **M/S. GANGES GARDEN REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 37A, Bentick Street, Bentick Chambers, 2nd Floor, Room No. 215, Kolkata -700 069, represented by Mr. Nikunj Bhartia son of Mr. Om Prakash Bhartia resident of 640, "O" Block, New Alipore, Kolkata-700053, being Director of the Company duly authorized by Board of Directors in their meeting held on 16th day of January, 2016 hereinafter referred to as the party hereto of the **FIFTH PART**;

6. **M/S KANHAIYA REALTORS PRIVATE LIMITED (Formerly DREAM HOMES PRIVATE LIMITED)**, a Company incorporated under the Companies Act, 1956, having its registered office at 7A, Rani Rashmoni Road, Kolkata-700013 , represented by Mr. Om Prakash Bhartia son of Late Bhanwar Lal Bhartia resident of 640, "O" Block, New Alipore, Kolkata-700053, being Director of the Company duly authorized by Board of Directors in their meeting held 16th day of January, 2016 hereinafter referred to as the party hereto of the **SIXTH PART**;

Kanhaiya Realtors Pvt. Ltd.

Director

Ganges Gardens Realtors Pvt. Ltd.

Director

MERLIN PROJECTS LTD.

Authorized Signatory/Director

KALKUT AGENCIES PVT LTD.

Director

SUPRABHAT DEALER PVT. LTD.

Authorized Signatory / Director

For Saileendra Agro Private Limited

3
Director.

LAKSHITA CONSTRUCTION PVT. LTD.

Director

For Sobhagayavrdhan Nirman (P) Ltd.

Director

7. **M/S. SOBHAGYAVARDHAN NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 37A Bentick Street, Bentick Chambers, 2nd Floor, Room No. 215, Kolkata -700069, represented by Mr. Om Praksh Bhartia son of Late Bhanwar Lal Bhartia resident of 640, "O" Block, New Alipore, Kolkata-700053, being Director of the Company duly authorized by Board of Directors in their meeting held 16th day of January, 2016, hereinafter referred to as the party hereto of the **SEVENTH PART**;


8. **M/S. LAKSHITA CONSTRUCTIONS PRIVATE LIMITED (Formerly PAKHI VINCOM PRIVATE LIMITED)**, a Company incorporated under the Companies Act, 1956, having its registered office at 7A, Rani Rashmoni Road, Kolkata-700013, represented by Mr. Om Praksh Bhartia son of Late Bhanwar Lal Bhartia resident of 640, "O" Block, New Alipore, Kolkata-700053, being Director of the Company duly authorized by Board of Directors in their meeting held 16th day of January, 2016, hereinafter referred to as the party hereto of the **EIGHTH PART**.

(Each of the above expression shall, unless excluded by or repugnant to the subject or context, include their representative, heirs, executor(s), administrators and assignees)

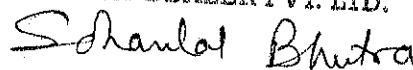
WHEREAS:-

A. The parties hereto of the first to eighth parts are the absolute joint owners and are absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of the land and structures standing thereupon being the Municipal Premises No. 112, B.L. Saha Road (previously known and numbered as 24, B.L. Saha Road) under Mouza Punja Sahapur, R.S. Dag No. 511, Khatian No. 1517, J.L. No. 9, P.S. Behala, Kolkata - 700 053 together with several structures standing thereon, measuring more

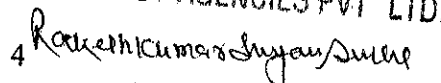
MERLIN PROJECTS LTD.


Authorized Signatory/Director

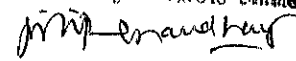
SUPRABHAT DEALER PVT. LTD.


Authorized Signatory / Director

KALKUT AGENCIES PVT. LTD.


Director

Saileendra Agri Private Limited


Director

Kanhaiya Realtors Pvt. Ltd.

Director

Ganges Gardens Realtors Pvt. Ltd.

Director

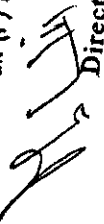


LAKSHITA CONSTRUCTION PVT. LTD.

Director

For Sobhagyavardhan Nirman (P) Ltd.

Director



or less 44,066 Sq.ft. a little more or less and hereinafter referred to as "the said property" , which is more fully & particularly described in the Schedule appearing herein after.

B. The parties hereto are with an intention to exploit the "said property" commercially for business purpose, are desirous to develop the same by constructing the new building/s there upon, comprising of Apartments/ Units/Car parking/ club etc.

AND WHEREAS, for the purpose as mentioned above the parties hereto of the first to eighth parts have mutually agreed to combine their assets, labor, skill and financial resources for mutual benefits.

AND WHEREAS, in pursuance of the aforesaid all the parties have agreed to enter into a partnership, for the limited purpose of jointly exploiting the "Said Property" by way of developing the same or part thereof as a residential/ commercial project, with amenities and facilities connected therewith, for mutual benefits on the terms and conditions agreed between them as contained herein.

AND WHEREAS, the parties hereto, have deemed it prudent to reduce in writing the terms and conditions of partnership to govern their mutual rights and interest, to define their respective obligations, roles and responsibility to carry on the partnership business smoothly, and to avoid future disputes or differences ever arising in respect of such partnership business.

AND WHEREAS, the terms and conditions of the partnership contained herein have been approved in the meeting of the Board of Directors of all the respective parties, and the following representatives have been duly authorized by the Board of Directors to execute the Agreement of Partnership and such other documents as may be required for effectual implementation of the terms & conditions as contained under this deed.

Kanhaiya Realtors Pvt. Ltd.

Director

Ganges Gardens Realtors Pvt. Ltd.

Director

Abhinav Bhartiya

MERLIN PROJECTS LTD.

[Signature]

Authorised Signatory/Director

SUPRABHAT DEALER PVT. LTD.

Schanlal Bhatra

KALKUT AGENCIES PVT LTD.

Rakesh Kumar Sanyal

Director

For Sailendra Agro Private Limited

[Signature]

LAKSHITA CONSTRUCTION PVT. LTD.

Director

For Sobhagvordhan Nirman (P) Ltd.

Director

[Signature]

- a) MERLIN PROJECTS LIMITED represented by Mr. Dinesh Kumar G. Sanghvi, Director of the Company Party of the First Part
- b) SUPRABHAT DEALERS PRIVATE LIMITED represented by Mr. Sohanlal Bhutra, Director of the Company Party of the Second Part
- c) KALKUT AGENCIES PRIVATE LIMITED represented by Mr. Rakesh Kumar Shyamsukhaa, Director of the Company Party of the Third Part
- d) SAILENDRA AGRO PRIVATE LIMITED represented by Mr. Dilip Kumar Choudhary, Director of the Company Party of the Fourth Part
- e) GANGES GARDEN REALTORS PRIVATE LIMITED represented by Mr. Nikunj Bhartia Director of the Company Party of the Fifth Part
- f) KANHAIYA REALTORS PRIVATE LIMITED (Formerly DREAM HOMES PRIVATE LIMITED) represented by Mr. Om Prakash Bhartia, Director of the Company Party of the Sixth Part
- g) SOBHAGYAVARDHAN NIRMAN PRIVATE LIMITED represented by Mr. Om Prakash Bhartia, Director of the Company Party of the Seventh Part
- h) LAKSHITA CONSTRUCTIONS PRIVATE LIMITED (Formerly PAKHI VINCOM PRIVATE LIMITED) represented by Mr. Om Prakash Bhartia, Director of the Company Party of the Eighth Part

Ganges Gardens Realtors Pvt. Ltd.
Nikunj Bhartia
 Director

Kanhaiya Realtors Pvt. Ltd.
Nikunj Bhartia
 Director

MERLIN PROJECTS LTD.
S. G. Sanghvi
 Authorised Signatory/Director

KALKUT AGENCIES PVT LTD.
Rakesh Kumar Shyamsukhaa
 Director

SUPRABHAT DEALER PVT. LTD.
Sohanlal Bhutra
 Authorised Signatory / Director

Saileendra Agro Private Limited
Dilip Kumar Choudhary
 Director

For Sobhagyavardhan Nirman Pvt. Ltd.
 LAKSHITA CONSTRUCTION PVT. LTD.
Nikunj Bhartia
 Director

AND WHEREAS in pursuance of the aforesaid purpose & understanding the parties hereto of the First to Eighth parts have formed themselves into a partnership firm to carry on the business under the trade name and style of "MERLIN GANGES PROJECTS" with effect from 1st day of April, 2016 on the terms and conditions described hereinafter and reduced in writing the same to carry on the business smoothly and to avoid any future disputes, differences and/or misunderstanding arising between them with regards thereto and to govern their mutual rights, interest and obligations.

NOW THIS INDENTURE WITNESSETH and the parties hereto hereby agree and covenant as under:

1. NAME AND ADDRESS:

The business of the partnership shall be carried on under the name and style of "MERLIN GANGES PROJECTS" and / or such other name or names as the partners may from time to time determine and shall be carried on at 112, B. L. Saha Road (Formerly known as 24, B. L. Saha Road), P. S. Behala, Kolkata-700 053 and / or at such other place or places as the partners may determine from time to time.

2. COMMENCEMENT OF BUSINESS:

The partnership shall be deemed to have commenced from 1st day of April, 2016.

3. NATURE OF BUSINESS:

The business of the partnership shall be, with regards to the commercial exploitation of the "Said Property." The "Said Property shall be developed by constructing the residential/commercial complex comprising of various flats and

Kanhaya Realtors Pvt. Ltd.

Director

Ganges Gardens Realtors Pvt. Ltd.

Director

MERLIN PROJECTS LTD.

Authorised Signatory/Director

SUPRABHAT DEALER PVT. LTD.

Authorised Signatory / Director

KALKUT AGENCIES PVT. LTD.
Rakesh Kumar Sanyal

Director

Sailendra Agro Private Limited

Director

Director

LAKSHITA CONSTRUCTION PVT. LTD.

Director

For Sobhagyavordhan Nirman (P) Ltd.

Director

car parking space and/ /or units, along with amenities and facilities, hereinafter referred to as "the Said Project (said property)".

4. **DURATION:**

That this partnership is limited partnership, and shall remain in force till the completion of the "said Project" in all respects including the monetary transaction

5. **CAPITAL:**

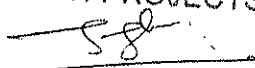
That each partner shall liable to invest pro-rata amount as per its shares in profit & loss account of the partnership firm as Capital Investment, and shall time to time may further invest if required for smooth running of the business. A separate bank account for this purpose shall be maintained by the partnership firm.

It has been discussed and mutually agreed that, all the partners are entitled to withdraw the amounts received against any sort of booking of the space/apartment/flat/parking space or any such space which has got commercial value and is meant for sale, in proportionate to their profit & loss sharing ratio from the bank account separately maintained by the partnership firm. All such receipts shall be deposited in such designated bank account and a standing instruction shall be given at the time opening of the bank account that any bank balance in excess of Rs. 5, 00,000.00 shall be transferred to all the partner's bank accounts in the profit & loss sharing ratio and the same may be amended from time to time as the partners mutually decide.

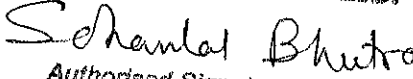
6. **INTEREST**

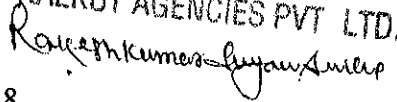
The Firm will pay the simple interest @ 14% per annum, to the partners on its surplus investment, over and above its pro-rata share, if any; similarly the Firm will charge the interest @ 146%

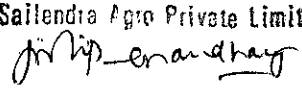
MERLIN PROJECTS LTD.


Authorized Signatory/Director

SUPRABHAT DEALER PVT. LTD.


Authorized Signatory / Director

KALKUT AGENCIES PVT LTD.

Director

For Saitendra Agro Private Limited

Director

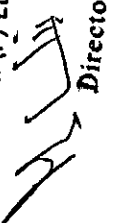
Kanhaya Realtors Pvt. Ltd.

Ganges Gardens Realtors Pvt. Ltd.


Director

LAKSHITA CONSTRUCTION PVT. LTD.

For Sobhagyavardhan Nirman (P) Ltd.


Director


Director

per annum from the partner, if its investment is short/less than its pro-rata share.

However, the partners may change the terms and conditions regarding interest payable and/or receivable by the firm, if so desired and agreed between the partners, by recording the changed terms and conditions in writing.

7. **SHARE IN PROFITS OR LOSSES:**

The partners shall share the net profits and losses in the following proportions:-

- | | |
|--|--------|
| a) MERLIN PROJECTS LIMITED | |
| Party of the First Part | 15% |
| b) SUPRABHAT DEALERS PVT. LTD. | |
| Party of the Second Part | 15% |
| c) KALKUT AGENCIES PVT. LTD. | |
| Party of the Third Part | 10% |
| d) SAILENDRA AGRO PVT. LTD. | |
| Party of the Fourth Part | 10% |
| e) GANGES GARDEN REALTORS PVT. LTD. | |
| Party of the Fifth Part | 12.50% |
| f) KANHAIYA REALTORS PRIVATE LIMITED
(Formerly DREAM HOMES (P) LIMITED) | |
| Party of the Sixth Part | 12.50% |
| g) SOBHAGYAVARDHAN NIRMAN PVT. LTD. | |
| Party of the Seventh Part | 12.50% |
| h) PAKHI VINCOM PVT. LTD. | |
| Party of the Eighth Part | 12.50% |

MERLIN PROJECTS LTD.

Authorised Signatory/Director

SUPRABHAT DEALER PVT. LTD.

S. Chandul Bhutra
Authorised Signatory/Director

KALKUT AGENCIES PVT. LTD.

Rakesh Kumar Rajan Singh
Director

For Saileendra Agro Private Limited

J. P. Menon
Director

Kanhaiya Realtors Pvt. Ltd.

Director

Ganges Gardens Realtors Pvt. Ltd.

Director

Abhinav Bhatia

LAKSHITA CONSTRUCTION PVT. LTD.

Director

For Sobhagyavardhan Nirman (P) Ltd.

Director

That it is hereby agreed, this Partnership shall be a limited partnership and shall come to an end on completion of the "The Said Project" as specified in clause 4 above and thereafter it stands dissolved. However, subsequently for any Statutory Liability in respect of the "Said Project", all the partners shall be responsible and liable to pay for such liability pro-rata to its share.

8. **ACCOUNTING YEAR:**

That the books of the firm shall be kept according to the financial year ending on 31st March every year and the first accounting year of the firm shall end on 31st March, 2017.

9. **OVERDRAWING BY PARTNERS:**

That any partner, if required and all other partners agree, may withdraw from firm more than its credit balance, subject to payment of interest as mentioned in clause 6 above.

10. **BANKING ACCOUNT:**

One or more Bank Accounts may be opened in the name of Partnership firm or under such name and style as may be deemed fit by the parties hereto, which shall be operated by duly authorized signatories jointly and/or severally.

11. **BOOKS OF ACCOUNTS:**

The books of accounts shall be maintained properly as per the accounting norms and prevailing laws at the place of the business of the firm. However all the partners shall at all times have free access, and right to inspect the same.

MERLIN PROJECTS LTD.

Authorised Signatory/Director

KALKUT AGENCIES PVT LTD.

Director

SUPRABHAT DEALER PVT. LTD.

Authorised Signatory / Director

For Sailendra Corp Private Limited

Director

Kanhaiya Realtors Pvt. Ltd.

Director

Ganges Gardens Realtors Pvt. Ltd.

Director

LAKSHITA CONSTRUCTION PVT. LTD.

Director

For Sobhagyavardhan Nirman (P) Ltd.

Director

12. **ADJUSTMENT OF ACCOUNT:**

That the accounts of partnership shall be adjusted as on 31st March each year from 2017 onwards when assets and liabilities will be ascertained and the Balance Sheet and Profit & Loss Account will be prepared, and the Profit & Loss whatever the case may be, shall be divided and shall be debited or credited to the respective account of the partner in accordance and in proportion to their respective shares as stipulated in this Deed.

13. **MANAGEMENT:**

All the partners shall have equal power of management although they may entrust, to manage the day-to-day management of the affairs of the business of the firm, to anyone or more, out of their member as and when they may deem fit necessary and expedient.

14. **SOURCE OF FINANCE:**

All the partners have mutually discussed and mutually decided those incase of requirement of finance, partners may approach proper finance arrangement and the "Said Property" or the further construction to be made may be utilized for the purpose of security in this regard.

15. **ARBITRATION:**

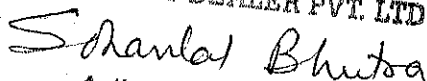
All disputes and differences by and between the parties hereto in any way relating to or connected with any terms and conditions of this deed, and/or anything done in pursuance hereof shall be referred for arbitration to such a person as may be appointed mutually, by the parties hereto and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitrator shall have the right to proceed summarily and to make interim awards. The Arbitration proceedings shall be held at Kolkata and in English language.

MERLIN PROJECTS LTD.



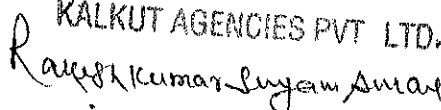
Authorised Signatory/Director

SUPRABHAT DEALER PVT. LTD.



Authorised Signatory / Director

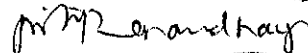
KALKUT AGENCIES PVT LTD.



Director

11

For Sailendra Agro Private Limited




Director

Kambaiya Realtors Pvt. Ltd.



Director

Ganges Gardens Realtors Pvt. Ltd.



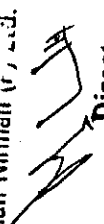
Director

LAKSHITA CONSTRUCTION PVT. LTD.



Director

For Sobhagyavardhan Nirmala Pvt. Ltd.



Director

16. PARTNERSHIP ACT:

That the partners hereto shall be whole time partners within the meaning of the Indian Partnership Act, 1932 and that save as provided herein the partners hereto shall be governed by the provisions of the Indian Partnership Act, 1932 or any other statutory modification of enactment thereof for the time being in force.

IN WITNESS WHEREOF THE PARTIES hereto have set and subscribed their respective hands and seals the day and year first above written.

SIGNED AND DELIVERED
AT KOLKATA IN THE
PRESENCE OF

MERLIN PROJECTS LTD.



Authorised Signatory/Director

MERLIN PROJECTS LIMITED

Party of the First Part

SUPRABHAT DEALER PVT. LTD.

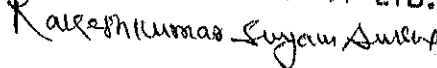


Authorised Signatory / Director

SUPRABHAT DEALERS PVT. LTD.

Party of the Second Part

KALKUT AGENCIES PVT LTD.



Director

KALKUT AGENCIES (P) LTD.

Party of the Third Part

Ganges Gardens Realtors Pvt. Ltd.


Director

LAKSHITA CONSTRUCTION PVT. LTD.

 Director

For Sobhagyavordhan Nirman (P) Ltd.

 Director

For Sailendra Agro Private Limited

Sailendra Agrawal

Director

SAILENDRA AGRO PVT. LIMITED

Party of the Fourth Part

Ganges Gardens Realtors Pvt. Ltd.

Shubuj Bhartia

Director

**GANGES GARDEN REALTORS
PRIVATE LIMITED**

Party of the Fifth Part

Kanhaiya Realtors Pvt. Ltd.

[Signature]
Director

**KANAHIYA REALTORS (P) LIMITED
(Formerly DREAM HOMES PRIVATE
LIMITED)**

Party of the Sixth Part

For Sobhagyavordhan Nirman (P) Ltd.

[Signature]
Director

**SOBHAGYAVARDHAN NIRMAN
PRIVATE LIMITED**

Party of the Seventh Part

LAKSHITA CONSTRUCTION PVT. LTD.

[Signature]
Director

**LAKSHITA CONSTRUCTIONS
PRIVATE LIMITED (Formerly PAKHI
VINCOM PRIVATE LIMITED)**

Party of the Eighth Part

Ganges Gardens Realtors Pvt. Ltd.

[Signature]
Director

LAKSHITA CONSTRUCTION PVT. LTD.

[Signature]
Director

For Sobhagyavordhan Nirman (P) Ltd.

[Signature]
Director