

Notarial Certificate

TO ALL TO WHOM THESE PRESENTS SHALL COME I, TAPAN KUMAR DEY, Advocate Alipore Court duly appointed by the Central Government and practising as a NOTARY in the district of 24 Parganas of the State of West Bengal within the Union of India, do hereby declare and certify that the Paper Writings collectively marked 'A' annexed hereto, hereinafter, called the "Paper Writings A" are presented before me by the executants (s).

" deed of Partnership " of
P. S. SARA of
15, Harelick Bazar Lane
Kolkata - 700006

hereinafter referred to as the "executant (s)" on this the 25th day of February Two thousand eight

The "executant (s)" having admitted the execution of the "Paper Writing A" in respective hand (s), in the presence of the witness (es), who as such, subscribe (s) signature (s) thereon, and being satisfied as to the identity of the executant (s), and the said execution, I have authenticated, verified and attested the execution of the "Paper Writings A" and testify that the said execution is in the respective hand (s) of the executant (s),

AN ACT WHEREOF being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF
I, the said Notary, have hereunto set and subscribed
my hand and affixed my Notarial seal
on this the 25th day
of February 2008.



Notarial Stamp

TAPAN KUMAR DEY

Notary

Govt. of India

Alipore Judges & Criminal Court,

Kolkata - 700 027

Regd. No. 1537 / 2000

Dist. 24-Parganas

Off. : Alipore Criminal Court

Bar Association

Kolkata - 700 027

Ph.: 2479 1068

Resi. : Amulya Bhavan

10, Seventh Street, Modern Park

Santoshpur, Kolkata - 700 075

Ph. : 2416 1861

9830314080 (T. K. Dey)

9831109694 (Sujit)

MISS/08



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

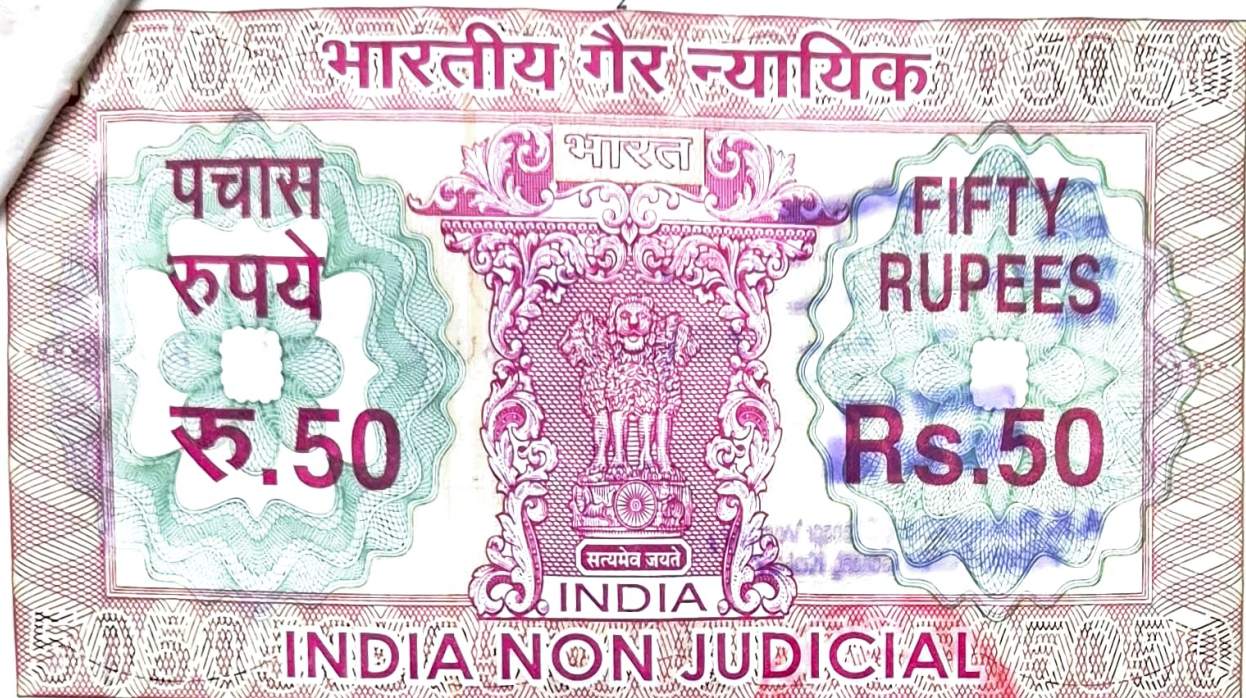
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DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this 1st day of February, Two Thousand and Eight A.D. BETWEEN SMT ILA GHOSH wife of Sri Asit Kumar Ghosh, by faith - Hindu, by occupation - Business, residing at 9B, Star Lane, Police Station - Burtolla, Kolkata - 700 006, hereinafter referred to as the Party of the FIRST PART.

26 FEB 2008



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

C 653670



A N D

SMT. KUNTALA DUTTA wife of Sri Subir Kumar Dutta , by faith - Hindu , by profession - Business , residing at 45F/1C , Manick Bandopadhyay Sarani , Police Station - Regent Park , Kolkata - 700 040 , hereinafter referred to as the Party of the SECOND PART .

26 FEB 2000

WHEREAS the said SMT ILA GHOSH have been carrying on a Partnership business of Real Estate , Promotion and Development of landed properties with construction of buildings business along with one Sajjan Kumar Agarwal son of Gasiram Agarwal under the name and style of . . . ISSARA having its place of business at Premises No. 15, Kartick Bose Lane , Kolkata - 700 006 .

AND WHEREAS the said Sajjan Kumar Agarwal by a Deed of Dissolution dated 31.01.2008 have retired and withdrawn himself from the said Partnership business and Smt. Ila Ghosh as Continuing Partner is continuing the same .

AND WHEREAS the said SMT ILA GHOSH have decided to expand her mode of business in the field of Real Estate , Promotion and Development of landed properties with construction of buildings and also to incorporate SMT. KUNTALA DUTTA as Partner with terms and conditions as hereinbelow written .

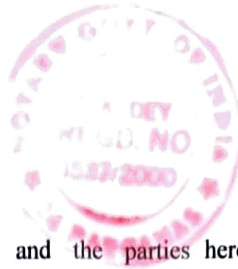
AND WHEREAS the said SMT ILA GHOSH have agreed to admit SMT. KUNTALA DUTTA as Partner and to pay her the share of the net profits mentioned herein below , with such terms and conditions as hereunder appearing.

NOW THIS DEED OF PARTNERSHIP WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows :-

WHEREAS the FIRST and SECOND Part hence joined together to run a partnership business and hereinafter referred to as "PARTNER".

AND WHEREAS the above parties have decided to carry on a business under the name and style of " . . . ISSARA " having its place of business at Premises No. 15 , Kartick Bose Lane , Kolkata - 700 006 , or such other place or places as the Partners may determine from time to time with effect from the 1st day of February , 2008 A.D.

AND WHEREAS the parties deem it proper to reduce all the terms and conditions of which they have agreed to work in Partnership with effect from this day onwards and shall continue at will to writing by means of Deed of Partnership.



NOW THIS INDENTURE WITNESSETH and the parties hereto hereby agree as follows :-

1. That the name of the firm shall be "ISSARA " having its place of business at Premises No. 15 , Kartick Bose Lane , Kolkata – 700 006 or such other place or places as the partners may determine time to time. That the Partnership shall be deemed to have commenced on and from 1st day of February , 2008 A. D .
2. That the business of the Partnership will ordinarily be that of a Promoter , Builder , Developer of real estate and Civil Contractor and any other business of like nature and all the terms and conditions of the Partnership shall apply to them.
3. That the Partnership shall be at will and will be continuous so long as the Partners may desire. In case any Partner should desire to retire from the said Partnership , she shall give at least one calendar month's notice in writing to this effect to other Partner. In case of death and/or retirement of one of the Partner the other Partner will be entitled to continue and carry on the business of the said firm as sole proprietress of the said business.
4. The capital of the Firm shall presently consist of a sum of Rs. 1,00,000.00 (Rupees One Lac) only to be initially contributed equally by each of the aforesaid two Partners that is to say :-

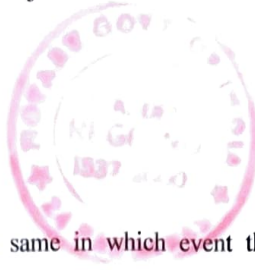
a. Smt Ila Ghosh	:	Rs. 50,000.00
b. Smt. Kuntala Dutta	:	Rs. 50,000.00

5. That the parties hereto shall participate in the profit and losses of the Partnership as ascertained from year to year as follows :

1) Smt Ila Ghosh	:	@ 50%
2) Smt. Kuntala Dutta	:	@ 50%

6. That if any Partner is made to advance any further money or moneys over and above the proportion of capital agreed to be contributed by her to meet emergent expenses on behalf of the firm or shall choose to leave her share of net profits un drawn at any annual general accounting , she will also be entitled to interest thereon at the rate of 18% per annum unless required by the other





partner or partners to withdraw the same in which event the interest shall cease to accrue.

7. The Partners shall devote their whole time and attention to the management of the said business and shall receive a salary of Rs. 2000-00 per mensem, but if on taking general accounts in any year, it appears that any Partner has drawn more than her share of profits for that year, she shall refund the excess at once.
8. That all the expenses relating to the payment of interest, salary, commission etc. paid or credited to the Partners shall be debited to profit and loss account of the firm taken into consideration in arriving at the net divisible profit or loss amongst the Partners.
9. Both the Partners shall attend diligently to the business of the Partnership and carry on the same to the greatest advantage of the Partners.
10. That no Partner shall without the written consent of other Partner : -



- a) Acknowledge a debt so as to extend the period of limitation against the firm
- b) employ and money, goods or effects belonging to the partnership or engage credit thereof in any manner except on account and for the benefit and interest of the said firm;
- c) Except in ordinary course of business, give any security or promise for payment on money on account of the firm;
- d) Assign, charge, transfer, mortgage or otherwise alienate his/her share in the firm

11. BANK OPERATION

That any one of the partners as mutually decided upon be entitled :-

- a) to open and operate account (s) with any Nationalised Bank(s) and/or any Private Bank and to secure and arrange overdrafts from any bank(s) against security of good and stock-in-trade or otherwise on such terms and conditions as they shall think fit and to sign all papers and documents in connection therewith.

26 FEB 2008

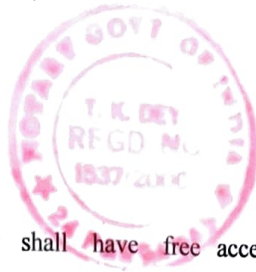
- b) to borrow money and raise loans from any person, State or Central Government, Financial Corporation or any other Public or Private body or Bank;
- c) To sign, draw, accept, negotiate, pay, satisfy or receive any bills or exchange, hundies, promissory notes, cheques, orders for payment or delivery of money, security or bills of lading or other negotiable or mercantile instruments for and on behalf of the firm in the usual course of business;
- d) To ask, demand, sue for recovery and receive whether in cash, Cheque or any other mode from any Government department, private establishment or Local Authority all moneys, dues, articles and things, which shall become due, owing and payable to or recoverable by the firm on any account and to give an effectual receipt or discharge for the same;
- e) To apply for all kinds of licenses and to secure them and also to apply for and to appear before the authorities for the same and to sign all papers in this connection;

f) Either of the Partners has the right and power to appear before any Tax Authority, e.g. Income Tax Authority, Sales Tax Authority, Professional Tax Authority, Housing Department, Law (Promoters) Section, West Bengal or any other authority and/or authorities as found necessary for running the said business etc. in the name of the Partnership firm for any purpose.

- g) To sign, execute and enter into all sorts of contracts, engagements and agreements appertaining to the business of the firm with any Government body, private establishment or local authority;
- h) To submit any dispute relating to the business of the firm to Arbitration.
- i) Compromise or settle any debt due to the Partnership and to grant discharges thereof; and
- j) To act on behalf of the firm generally.

12. That the stock -in-trade, capital and property of the said Partnership as well as of a Partners shall in no way be liable for the personal debt other Partner.

13. That the Partners shall maintain regular books of accounts and proper entries shall be made therein of all receipts, payments, transactions, engagements and properties of the partnership and the said books or accounts, all receipts, papers and writings shall be kept at the office of the Partnership Firm

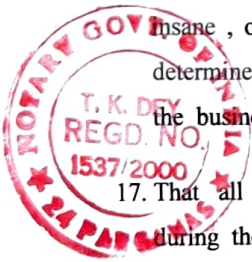


and every Partner or her agent shall have free access at all reasonable times to read, inspect, examine and copy the same.

14. That at the end of each financial year on 31st March the books of accounts shall be closed and profit and loss account shall be drawn up and profit ascertained for the year, shall be distributed amongst the Partners according to their respective shares as laid down hereinbefore. In case of loss they shall bear the same according to their respective shares as laid down hereinbefore. In case of loss they shall bear the same according to their respective shares.

15. That the firm shall not stand dissolved upon the death retirement or insolvency of any Partner, but upon dissolution in other cases it shall be wound up and the assets and liabilities dealt with in accordance with the provisions of the Indian Partnership Act.

16. That if any Partner infringes any one of the clauses hereunder or becomes insane, or is adjudicated an insolvent, the other Partner may forthwith determine the partnership by notice in writing and may thenceforth continue the business.



17. That all disputes and differences regarding the Partnership which may arise during the continuance of the Partnership business or thereafter between the partners or their respective representatives of heirs with regard to the construction or interpretation of these presents or as to the conduct of the business or touching the rights and liabilities or other interest of the Partners or as to any other things or matters relating to the said partnership including its dissolution or winding up or its assets or business, shall be decided by Arbitrators one to be appointed by each of the Partners hereto and the decision taken by majority of such Arbitrators shall be final and binding on all the parties hereto and their respective representatives and heirs.

18. That all or any of the terms and conditions of this Deed may be modified, altered or varied and any new terms and conditions may be added to expressed either in writing or implied from conduct on mutual agreement by and between the Partners.

26 FEB 2008



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, months and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PARTIES
IN THE PRESENCE OF :

WITNESS :

1. Ranjan Das.
Alipore Police Court
Kolkata - 27

FIRST PARTY

Ila Ghosh

Kuntala Dutt

2. Prady Roy
92, New Tolly Centre.
Kolkata - 27

SECOND PARTY

Identified by me
Aban Kumar Mukherjee
Advocate



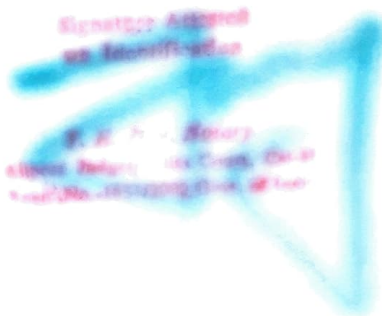
Drafted by me : -

Aban Kumar Das.

Advocate
Alipore Civil & Criminal Court,
Kolkata - 700 027.

Typed by : /

Kuntala Dutt
Alipore Police Court,
Kolkata - 700 027.



26 FEB 2008

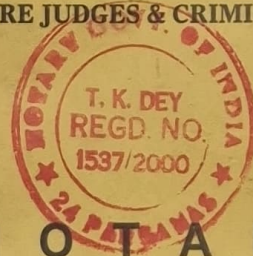
THE.....26TH.....DAY OF.....200

**Paper Writings 'A'
&
The Relative Notarial
Certificate**

Tapan Kumar Dey

Advocate

ALIPORE JUDGES & CRIMINAL COURT



N O T A R Y

Govt. of India

Regd. no. 1537/2000

ADDRESSES

Chamber : "HEMANTABHA APARTMENT"

63, Santoshpur Avenue

Kolkata - 700 075

Mobile Phone : 9830314080 (T. K. Dey)

9831109694 (Sujit)

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Bar Association (1st Floor)

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Phone : 2479 -1068

Residence : "AMULYA BHAVAN"

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Santoshpur, Kolkata - 700 075

Phone 2416-1861