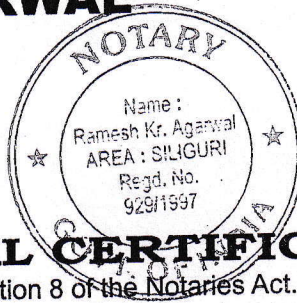


RAMESH KR. AGARWAL
NOTARY

(Appointed by the Govt. of India)

Professional Address :
P. N. B. Building
Hill Cart Road
P.O. Siliguri - 734001
Dist. Darjeeling
Phone : 2533490, 2431105
Cell : 94340-06684



Serial No. 01/16-4-2010

NOTARIAL CERTIFICATE

(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Ramesh Kr. Agarwal, duly authorised by the Government of India to practice as a Notary do hereby verify authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Sri Some Paul, Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed instrument 'A' as is the :

"Deed of Partnership"



PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

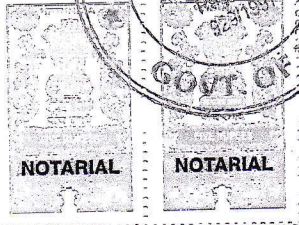
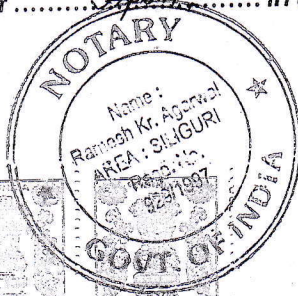
In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 16¹⁵ day of April in the year of Chirst 2010.

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

[Signature]
16.4.10

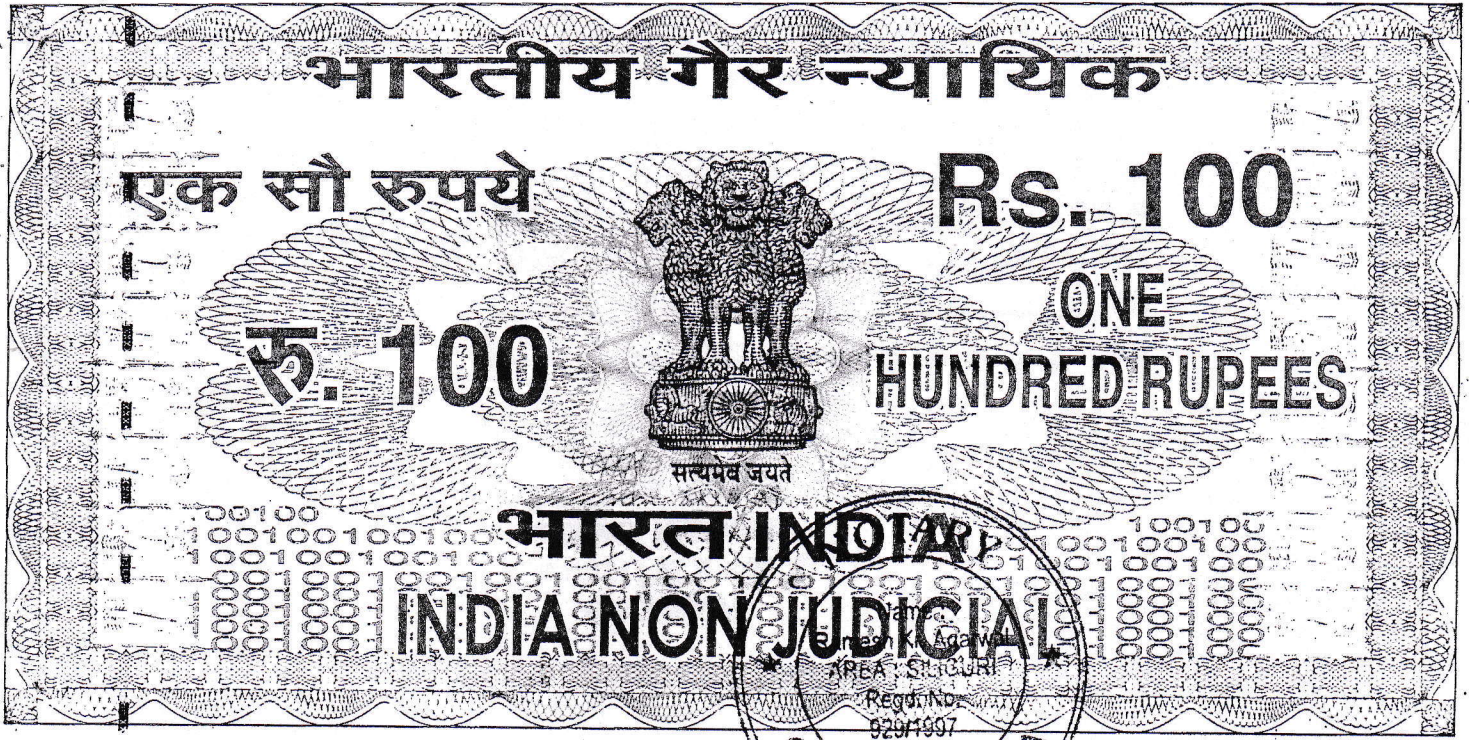
Ramesh Kr. Agarwal
RAMESH KR. AGARWAL
NOTARY

Regd. No. 929/1997
The executent/s is/are identified by me :



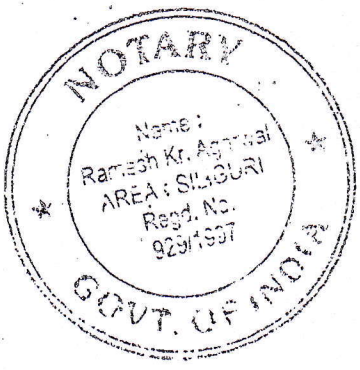
Notarial Stamp

[Signature]
Advocate



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

G 529299



Dipayan Prasad
Deep Kumar Biswas

DEED OF PARTNERSHIP

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

-more-

Ra 16.4.10
Ramesh Kr. Agarwal
NOTARY
SILIGURI

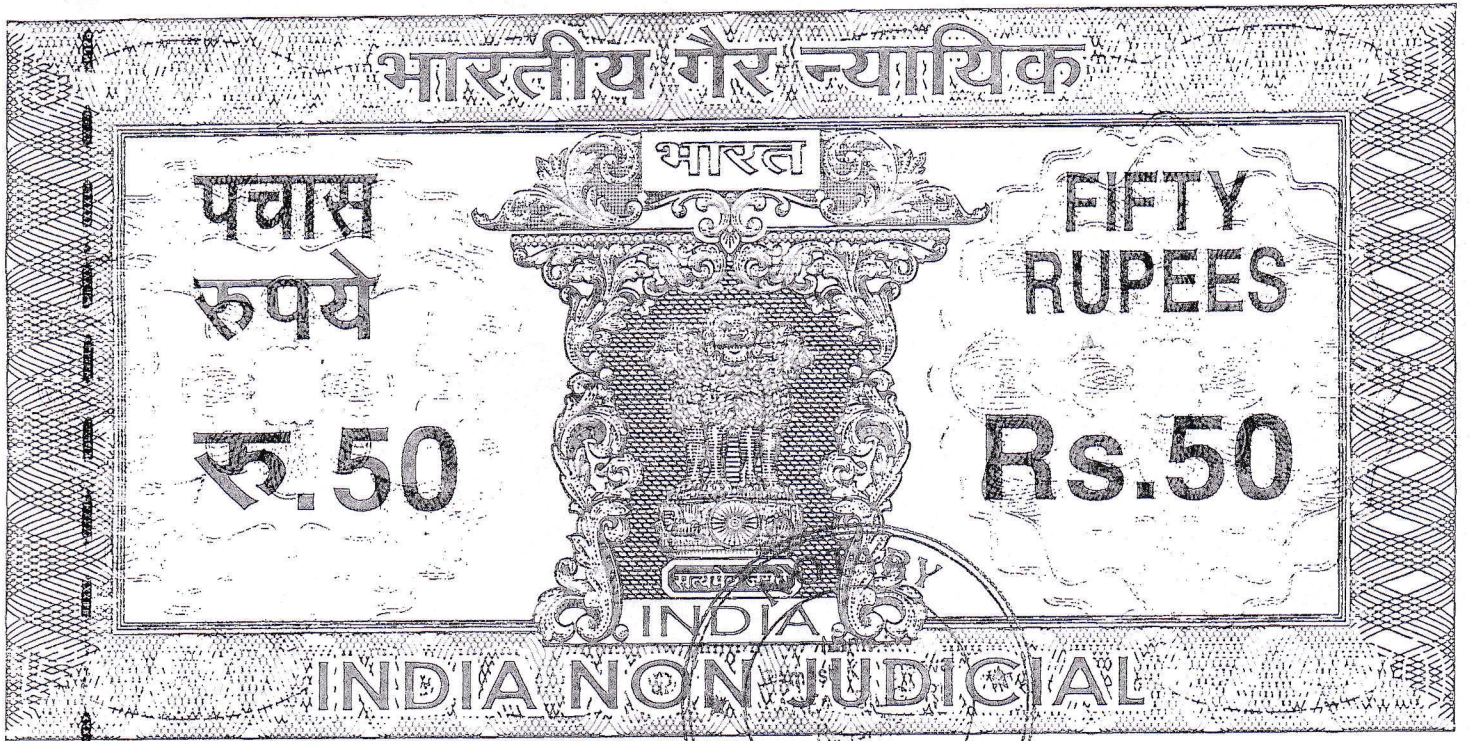
84.

01.4.2010

Stamp To Vasundhara Properties

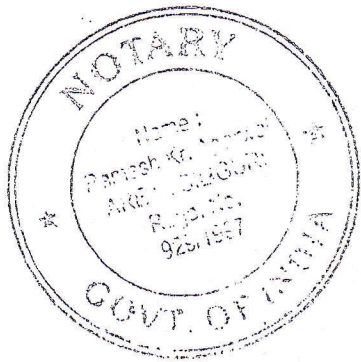
100/- (Rupees) one hundred only

B. R. Ghosh
B. R. GHOSH
STAMP VENDOR
DELHI COURT
No. B.H./100/10
DELHI



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 755692



Dipayan Misra
Dilip Kumar Biswas

-02-

DEED OF PARTNERSHIP

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

-more-

R 16/4/10
Ramesh Kr. Agarwal
NOTARY
SILIGURI

85

01.4.2010

No. 85 01.4.2010
 Date 01.4.2010
 Subject Property
 By ...

I. P. G. G. G.
 I. P. G. G. G.
 STAMP VENDOR
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 No. 22/10000
 RAJIV G. G. G.

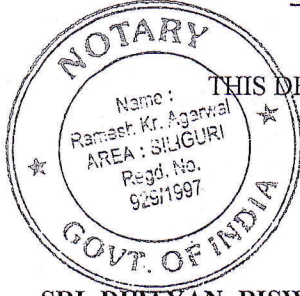
DEPT. OF BARTIN...

...

Dipayan Biswas
Dilip Kumar Biswas

- 03 -

DEED OF PARTNERSHIP



THIS DEED OF PARTNERSHIP MADE THIS THE 16th DAY
OF APRIL, 2010, AT SILIGURI.

BETWEEN

SRI DIPAYAN BISWAS, son of Sri Dilip Kumar Biswas, Hindu by faith, Business by occupation, resident of Jyoti Nagar, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, hereinafter referred to as the First Party or First Partner, which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, representatives, administrators, executors and assigns of the **ONE PART**.

A N D

SRI DILIP KUMAR BISWAS, son of Late Dulal Chandra Biswas, Hindu by faith, Business by occupation, resident of Jyoti Nagar, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, hereinafter referred to as the Second Party or Second Partner, which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, representatives, administrators, executors and assigns of the **OTHER PART**.

WHEREAS : the said Dipayan Biswas and Sri Dilip Kumar Biswas alongwith Smt Monalisha Biswas and Smt. Dipali Biswas have been carrying on business of Civil Construction, Developer of Properties and Promoter and General order suppliers since 01st day of April, 2009 in the style of M/s "**VASHUNDHARA PROPERTIES**" under their mutual partnership and due to other engagements and commitments, the said Smt Monalisha Biswas and Smt. Dipali Biswas have retired from the said firm on and from 1st day of April, 2010 and a deed of retirement have been executed by the said Dipayan Biswas, Sri Dilip Kumar Biswas, Smt. Monalisha Biswas and Smt. Dipali Biswas on even date recording the said retirement and whereas the said Dipayan Biswas and Sri Dilip Kumar Biswas have agreed and thought it fit to continue the business of said erstwhile partnership as hereinbelow mentioned.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION
16.4.10

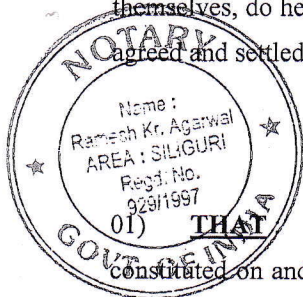
A N D

WHEREAS : the partners herein to avoid future disputes and differences between

Dipayan Prasad
Dip Kumar Biswas

-04-

themselves, do hereby agree and accept the terms hereinbelow stated for their said partnership as agreed and settled between them.



NOW THIS INDENTURE WITNESSETH

01) **THAT** the partnership thus constituted shall be deemed to have commenced and constituted on and from the 1st day of April 2010 in continuation of said erstwhile firm and the firm name shall be M/s "VASHUNDHARA PROPERTIES" and the present firm takes over all assets and liabilities as on 31st day of March, 2010 of the said erstwhile firm.

02) **THAT**: the partnership business shall be of carrying on business of Civil Construction, Developer of Properties and Promoter and General Order Suppliers and allied business thereof and/or such business/businesses as may be decided between the partners in future.

03) **THAT**: the partnership shall be a partnership at will.

04) **THAT**: the principal place of business shall be situated at Jyoti Nagar, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri in the state of West Bengal. The parties shall, by mutual decision open or start or set up branch/es, depot/s and office/s at such place or places as may be decided by them from time to time.

05) **THAT**: the capital of the firm shall be contributed by both the parties as per their mutual agreement time to time and as recorded in the books of account of the firm.

06) **THAT**: the interest will be paid and/or credited to the partner's accounts on their respective capital contributions upto @ 12% per annum or as may be decided by the partners at the end of financial year time to time and reflection of said interest in the books of account or statement shall be deemed to be agreed by the partners.

07) **THAT**: the both the partners shall be the working partners of the firm and the salary, remuneration or commission to the working partner will be paid or payable as under unless otherwise agreed by the partners later on :-

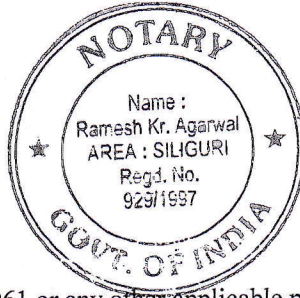
SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

The total yearly remuneration/commission payable to the working partners shall not exceed the remuneration/commission calculated at percentage of income specified in

Ramesh Kr. Agarwal
NOTARY

-more-

Dipayan Mishra
Dip Kumar Roy



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section 40(b) of the Income Tax Act, 1961 or any other applicable provisions.

- b) For purpose of above calculation income shall be computed as defined in explanation 3 to section 40(b) of the Income-Tax Act, 1961 or any other applicable provisions in force.
- c) The above working partners shall not be entitled to draw any remuneration/commission in the accounting period in which the partnership firm has suffered loss on the basis of the income as computed under the provisions of the Income Tax Act, 1961 referred to in (b) above.
- d) The remuneration/commission payable to the working partner shall be computed on the books profit as defined in explanation 3 to section 40(b) or any other applicable provision as may be in force in the following manners :-

On the first Rs. 75,000/- of the book profit	:	Rs. 50,000/- or at the rate of 90 per cent of the book profit whichever is more
On the next Rs. 75,000/- of the book profit	:	At the rate of 60 per cent.
On the balance of book profit	:	At the rate of 40 per cent.

Such amount shall be distributed between the said partners as per their profit and loss ratio.

Provided that in case of loss, payment of remuneration/commission to the working partner shall be NIL.

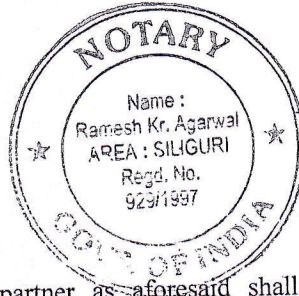
Such remuneration/commission shall be calculated at the close of the accounting year and shall be credit to the account of working partners.

The partners shall be entitled to increase or reduce to the above remuneration/commission and may also agree to revise the mode of calculating the above said remuneration/commission as may be agreed to by and between the partners from time to time. Any such change reflected in the books of accounts or the statement of account filed with the return of income shall be deemed to have been mutually agreed upon between the partners and shall also be deemed to have been authorized by this deed.

LEMNLY AFFIRMED & DECLARED
FORE ME ON (08)

THAT : the net profit & loss of the business including that of capital gains or losses after deducting all expenses of firm and interest on capital to partners and/or

Dipakam Mishra
Deep Kumar Borsing



-06-

salary/remuneration/commission to the working partner as aforesaid shall be shared and apportioned amongst the parties as follows :-

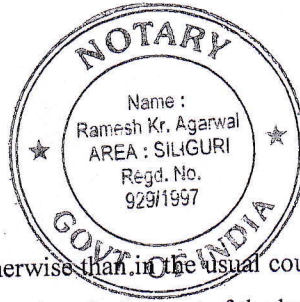
FIRST PARTNER : 50%
SECOND PARTNER : 50%

- 09) **THAT** : proper books of account to record all transactions relating to the firm shall be maintained. Each party shall have free access at all reasonable times thereon and shall be at liberty to take such extracts as they say think fit.
- 10) **THAT** : the partners shall have full authority to carry on partnership business and to do and execute all acts and deeds on behalf of the partnership subject to the terms hereinstated.
- 11) **THAT** : the accounting year of the firm shall commence each year on the 1st day of April and expire on 31st March.
- 12) **THAT** : the partners may obtain, procure or take any loan, overdraft, facilities of cash credit, terms loan, letter of Guarantee and/or credit bill whatsoever from any Bank, Financial Institution, Government Department, Firm, Company or Body Corporate for the purpose of firm on such terms as the partners think appropriate.
- 13) **THAT** : the Bank account or accounts in the name of the firm may be opened with such bank or banks as may be settled by the partners hereto and the bank account or accounts shall be operated by the **first partner only** or as may be decided by the partners later on and the partners shall have liberty to continue the bank account or accounts in the name of erstwhile firm.
- 14) **THAT** : the working partner will do execute or perform or cause to be done, executed or performed any and all acts, deeds and things relating to the Partnership Firm .
- 15) **THAT** : the partners shall punctually pay off and discharge their separate personal debts and liabilities and shall keep the firm and the other partner effectually indemnified against the same.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON 06/11/20

THAT : no partner shall without the consent of the other partner release or compound any debt owing to the firm or demolish security to the firm without receiving the full

Dipayan Mishra
Deep Kumar Bisoi



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amount thereof or lend any money or goods otherwise than in the usual course of the business or do anything which may cause hardship to or go against the interest of the business of the firm.

17) **THAT** : none of the partners shall be entitled to dissolve the partnership but if he so chooses, he may retire from the partnership by giving one month's notice in writing to the other partner of his intention to do so. In that event the other continuing partner shall be at liberty to continue the business of the partnership and be also at liberty to admit such other persons to the partnership as may be thought fit or proper by him. The retiring party shall execute all such deeds and assurances as may be necessary to clothe the continuing partner(s) to carry out the engagements of the firm and he shall also pay his liabilities in the firm if any forthwith.

18) **THAT** : the partnership business shall not stand dissolved on the death/insolvency or other incapacity of any party hereto but may be carried on by the surviving or other partner(s) together with the legal representative or heir of the deceased or such outgoing partner on the same terms and conditions unless otherwise agreed upon between him and such legal representative or heir.

19) **THAT** : in the event of the retirement of any partner or the legal representative or heir not joining the firm as a partner in the event of the death/insolvency of any partner the retiring partner or the legal representative or heir, as the case may be shall be entitled to get share of profit upto the date of retirement or date of happening of event by which the party concerned become incapacitated to continue as a partner and the capital contributed by such outgoing partner as may appear on the books of the firm on the date of such event. Such dues shall be paid within such period and subject to interest at such rates as may be determined mutually by the continuing partners and the retiring partner or such legal representative or heir as the case may be.

20) **THAT** : in settling the accounts of partnership after its dissolution the following rules shall apply :

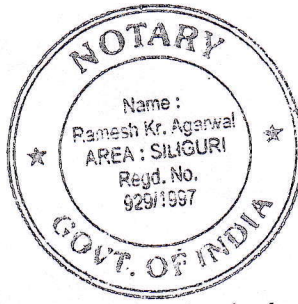
a. losses, including deficiencies of capital shall be paid first out of profits, next out of capital, and lastly, if necessary by the partners individually in the proportion in which they were entitled to share of profits.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION
assets of the firm, including any sums contributed by the partners to make up deficiencies of capital, shall be applied in the following manner and order :

i) in paying the debts of the firm to third party other than partners;

2/15/10
Ramesh Kr. Agarwal
NOTARY

-more-



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- ii) in paying to each partner ratably what is due to him from the firm for advances as distinguished from capital ;
- iii) in paying to each partner ratably what is due to him on account of capital ;
- iv) the residue, if any, shall be divided between the partners in the proportions in which they were entitled to share profits.

21) **THAT** : in case of any dispute arising out of the partnership or with respect to the interpretation of any terms or conditions recorded herein or with respect the working of this agreement the matter shall be referred to Arbitrator/s appointed by the partners jointly or severally under the provisions of the Arbitration Act and the award of the arbitrator/s and/or umpires as the case may be shall be final and binding on all the partners.

22) **THAT** : subject and without prejudice to the express provisions of these presents, the provisions of the Indian Partnership Act, 1932 shall be applicable to the firm and the partners.

23) **THAT** : any of the above terms may be varied, altered or added to or deleted by mutual consent of the partners hereof to be either in writing or implied from conduct.

IN WITNESS WHEREOF THE PARTIES HERE-TO HAVE SIGNED THESE PRESENCE ON THE DAY, MONTH & YEAR FIRST ABOVE MENTIONED AT SILIGURI.

WITNESSES :

01) *Saumen Biswas*
s/o Sachindra NATH Biswas
Jyoti Nagar, Bevoke Road
Siliguri

Dipayan Biswas
Deep Kumar Biswas

02) *Bappa Sarkar*
Chandan Sarkar
Hill cart Road Siliguri

Drafted by me and typed
In my office

(SOMA PAUL)
ADVOCATE/SILIGURI

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME, ON IDENTIFICATION

R 16.4.10
Ramesh Kr. Agarwal
NOTARY
SILIGURI

Dipayan Biswas