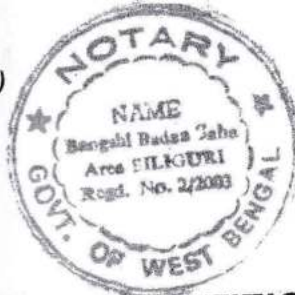


Bangshi Badan Saha
NOTARY
SILIGURI SUB-DIVISION
(Appointed by Govt. of West Bengal)

Serial No. _____



Residence :-
"Kiran Smiriti", Rabindra Nagar,
Siliguri, Darjeeling - 734406
Phone - (0353) 2526276
Mobile : 94343-76751

Chamber :-
Hill Cart Road, (Khudiram Pally),
Siliguri, Darjeeling - 734401
Phone - (0353)2526854

Date.....

NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS Shall come, I, Sri Bangshi badan Saha duly authorised by the Government of west Bengal 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..... H.C. Mukherjee..... Advocate, as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument 'A' as is the :

One Reconstituted Deed of Partnership executed by Sri Sukha Ranjan Kar and Sri Sujit Das, both are partners of the firm name and style as PERFECT BUILDERS at Raja Ram ~~xxxxxx~~ Mohan Roy Road, East Vivekanandapally, Siliguri.

PRIMA FACIE the annexed instrument 'A' appears to be the 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..... 12th day of De cember in the year of Christ 20.....06.....



NOTARILY AFFIRMED & DECLARED
ON IDENTIFICATION
BANGSHI BADAN SAHA
NOTARY
(Regd. No. 2/2003)

The executant(s) is/are identified by me

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



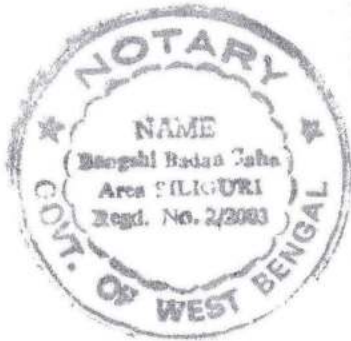
ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

150657



Bangshi Badan Saha
SECRET DES

RECONSTITUTED
DEED OF PARTNERSHIP

PERSONALLY APPROVED & DECLARED
BY ME ON IDENTIFICATION

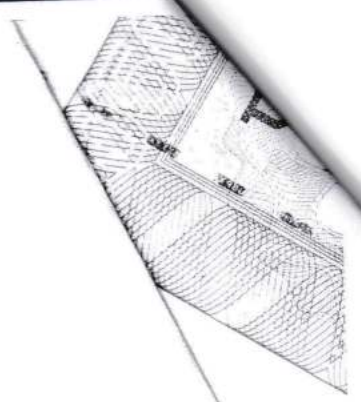
Bangshi Badan Saha

NOTARY

SILIGURI

15/1/06
Name Perfect Builders
Address
Value 1000

Stamp Vender
S. R. Office, Singuri





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A 076255



Banika Rujun K
Sabit Datta

::2::

THIS RECONSTITUTED
DEED OF PARTNERSHIP MADE THIS THE 15th DAY OF
NOVEMBER -2006

BETWEEN

Contd...P/3.

APPROVED & DECLARED
BY IDENTIFICATION
15/11/06



::3::

Sri Sukha Ranjan Kar
Sri Nit Das

SRI SUKHA RANJAN KAR. Son of Sri Khitish Chandra Kar, Hindu by religion, Business of occupation, residing at Raja Ram Mohan Roy Road, East Vivekanandapally, Siliguri- 6, Post office : Rabindra Sarani, P.S. Bhaktinagar, District: Jalpaiguri, hereinafter called the **FIRST PARTY**(Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

SRI SUJIT DAS, Son of late Dhiren Ch. Das, Hindu by religion, Business of occupation, residing at Raja Ram Mohan Roy Road, East Vivekanandapally, Siliguri- 6, Post office : Rabindra Sarani, P.S. Bhaktinagar, District: Jalpaiguri, hereinafter called the **SECOND PARTY** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the **SECOND PART**.

WHEREAS by virtue of a Deed of partnership executed on 3rd day of March '2003 the above named parties were carrying on business under the name and style of "PERFECT BUILDERS" at Raja Ram Mohan Roy Road, East Vivekanandapally, Siliguri- 6, Post office : Rabindra Sarani, P.S. Bhaktinagar, District: Jalpaiguri along with Sri. Pradip Debnath, who by virtue of a deed of retirement retired from the partnership business with effect from 31st October' 2006 and the remaining partners i.e. First and Second parts decided to carry on the said business in the same name, same line at the same address after reallocating the share between themselves.

AND

WHEREAS in order to avoid, misunderstanding in future it has been mutually decided by the parties hereto of the First and Second parts to have a written deed of partnership containing certain terms and conditions. :

NOW THE INDENTURE WITNESSETH that in pursuance of the aforesaid agreement the parties hereto of the First and Second parts mutually decided to be partners of the firm "PERFECT BUILDERS" under the following:



Sushma Rujin Kar
Secretary

TERMS AND CONDITIONS:

1. NAME AND ADDRESS OF THE FIRM:

The partnership shall continue to be carried to under the name and style of "PERFECT BUILDERS" with the principal place of business at Raja Ram Mohan Roy Road, East Vivekanandapally, Siliguri- 6, Post office : Rabindra Sarani, P.S. Bhaktinagar, District: Jalpaiguri.

2. NATURE OF BUSINESS:

The nature of business of the firm shall continue to be carrying on business of builders and developer of land and contractor or any other business as the partners may in future agree to carry on.

3. DURATION OF PARTNERSHIP :

This is reconstituted partnership shall deemed to have commenced and with effect from the 1st day of November' 2006 and shall be a partnership at will.

4. REMUNERATION TO PARTNERS:

The parties hereto of the First and Second parts shall remain to be working partners and shall be entitled to be remuneration as per the method of computation as laid down in sub clause (v) of clause (b) of sec. 40 of the I.T. Act in the following manner: -

Book Profit

On the first Rs. 75,000/- of The book profit

On the next Rs. 75,000/- of The book profit.

On the balance of the book profit ;

Quantum of Total Remuneration

Rs. 50,000/- or 90% of the book profit, whichever is more.

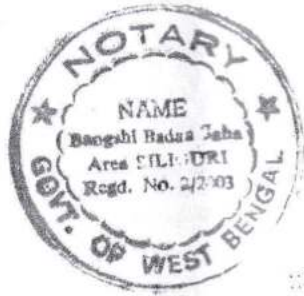
@ 60%

@ 40%

PROBABLY APPROVED & DECLARED
BY ME ON IDENTIFICATION
12/12/06
BANGSHI BASU CHHA
NOTARY
SILIGURI

Such amount shall be distributed between the said working partners as per their profit sharing ratio.

Provided that in case of loss or lower income, payments of remuneration may be nil or at such lower rate as may be agreed by and between the partners.



5. CAPITAL, INTEREST ON CAPITAL:

The capital of the partnership business shall be such sum as already invested by the parties hereto of the First and Second parts.

Any further capital, which may required to carry on the business of partnership shall be contributed by the partners as and when required on their mutual consent. The partners shall be entitled to received interest on such Capital individually @ 12% Per annum.

6. LOAN:

The partners shall be entitled to borrow money by way of loan for the smooth running business of the firm and the same may be brought into the firm by the partners at a reasonable rate of interest. The firm will also be entitled to take financial assistance from Bank or Financial Institution by way of overdraft or loan.

7. SHARE OF PROFIT OR LOSS:

That the net profit or loss of partnership business upon adjustment of accounts shall belong to the partners in the following proportions:

- | | |
|--------------------------------|------------|
| a) SRI SUKHA RANJAN KAR | 50% |
| b) SRI SUJIT DAS | 50% |

and their respective accounts may debited or credited as the case may be.

8. BANK ACCOUNT AND OPERATION:

That the banker of the partnership business shall be any schedule bank of Siliguri or else where and the said account or accounts shall be operated by the party hereto of the first and second parts jointly.

9. ACCOUNTING YEAR AND ACCOUNTS:

a) The accounting year of the firm shall be financial year, that it will run from the 1st day of April to 31st day of March to the succeeding year.



Geekha Binjini
Sasit Deo

b) The firm shall maintain proper books of accounts and it shall be kept in the office of the firm and be open for inspection of the partners or their duly authorized agent.

c) At the end of every financial year during the continuance of partnership business a general account shall be taken of the income and expenditure of the business and a just and proper valuation shall be made of all assets and liabilities of the firm and such account shall be signed by the partners.

10. ARBITRATION :

In case of any dispute arising between the partners during the continuance of partnership the dispute will be referred to an arbitrator to be selected by the partners, and the decision of the said Arbitration shall be binding of the partners.

11. DISSOLUTION :

Upon the death of any partners the firm may not stand dissolved. The surviving partner and the legal representative of the deceased partner may continue the business of the firm subject of the terms and conditions embodied in these presents, unless the surviving partner and the legal representative of the deceased partner decides that the firm shall be dissolved.

12. MISCELLANEOUS :

No partner shall without the consent of the partner:

- a) engage or discharge any employee or agent of the firm.
- b) enter into any agreement whereby the partner may risk any loss or be liable.
- c) remit the whole or part of any debt or sum due to the partner.
- d) dispose by loan, pledge, sell or otherwise other than in the ordinary course of business any part of the partnership property.
- e) become bail guarantor or surety for any person.
- f) assign or charge his interest in the firm or any account whatsoever.



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Notwithstanding anything contained in these presents for all other matters, the provisions of partnership Act, 1932 and the provision of the Income Tax Act "61" shall be applied.

IN WITNESSES WHEREOF the above named partners do hereunder set their respective hand and seals the day, months and year above written.

Witnesses:

1. Tapash Kumar Deb.
Haidarpara, Siliguri.
2. Sanjoy Deb
East vive kananda pally
siliguri

SIGNATURE OF THE PARTNERS

1. Seekha Rujun
2. Sudat Deb

Drafted and Identified by
me and typed at my office.

(H.C. Mukherjee)
Advocate, Siliguri

PROBATIONER, AFFIRMED & IDENTIFIED
RESPONSE NO. ON IDENTIFICATION
Bangshi Badan Sahu
NOTARY
SILIGURI