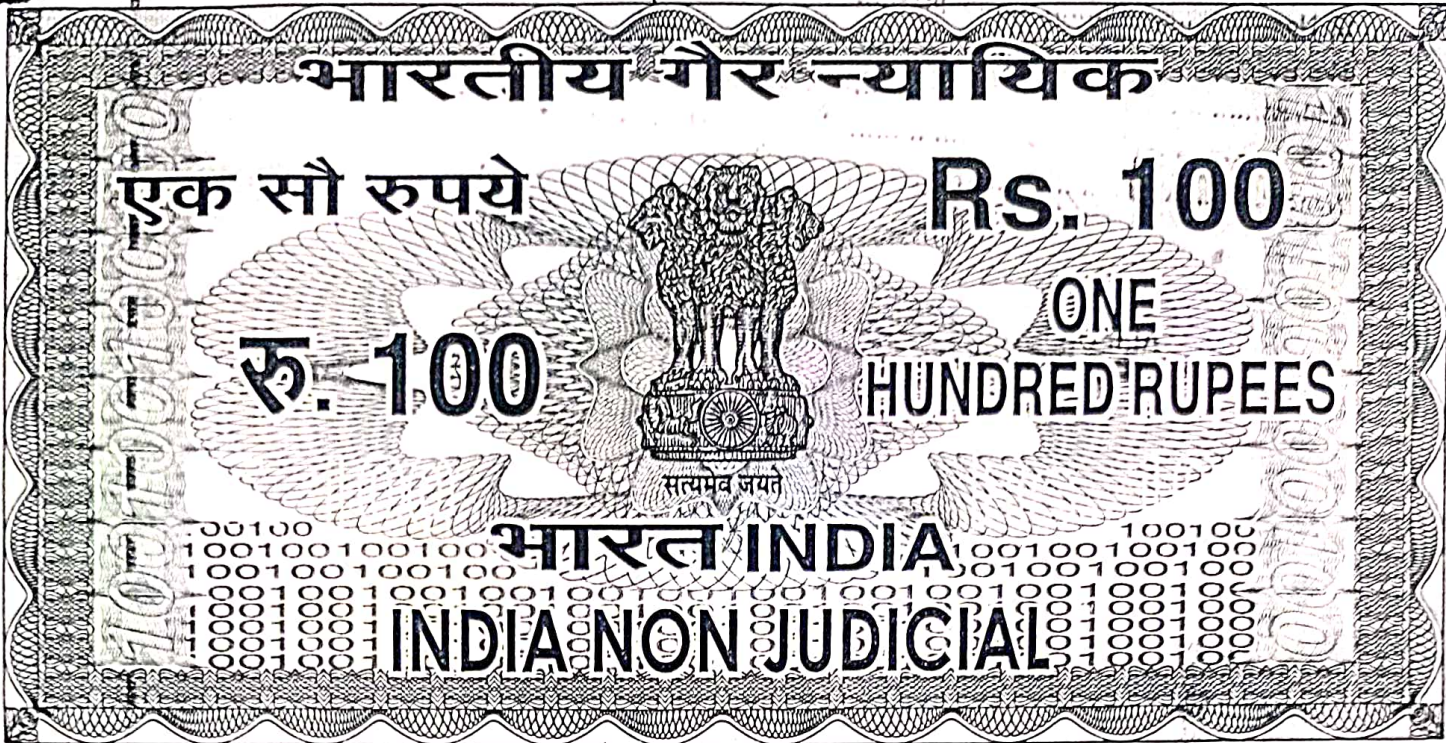


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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

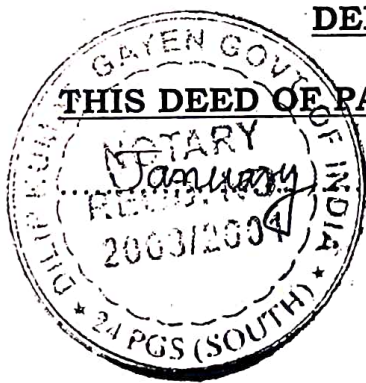
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STATE  
DATE  
TIME  
OFFICE  
NOTARY  
REGD. NO.  
NAME  
ADDRESS



DEED OF PARTNERSHIP 2001

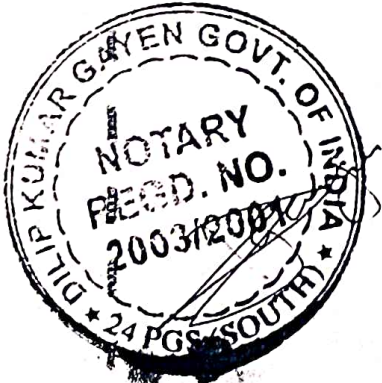
THIS DEED OF PARTNERSHIP made 4/1/2010 this day of Jan (South)



2010

BETWEEN

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04 JAN 2010

4851 30/12/2009 1000

Sl. No.....Dt.....Rupees.....

M/s./Srl/Smt.....

Address.....

P. S.....

Vendor.....

T. K. Roy

Alipur

*[Handwritten signature]*

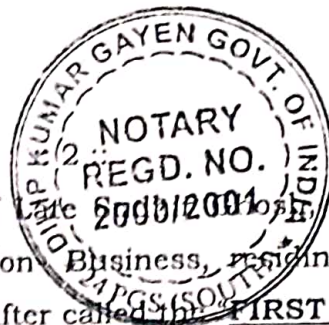
*[Handwritten signature]*

Santosh Kr. Dey  
ALIPUR POLICE COURT  
Kolkata - 27



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SHRI PRABIR GHOSH, son of Late 2000/2001 by faith-Hindu, by nationality-Indian, by occupation-Business, residing at-8/64A, Netaji Nagar, Kolkata-700092, hereinafter called the "FIRST PARTNER". (which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the "FIRST PART"

**A N D**

SRI BAPI DAS, son of Sri Bipin Das, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at-2/53, Netaji Nagar, Kolkata-700092, hereinafter called and referred to as the "SECOND PARTNER". (which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the "SECOND PART"

WHEREAS the parties herein are all for a long associated with known to each other and have mutual benefits and due expansion of trade and commerce in India and also rapid industrialization which is expected to take place in this part of India there is always a rising demand for living and accommodation for influx of population which has been taking place due to the said industrialization.



AND WHEREAS in the said back ground the parties hereto have agreed to venture for the present in the field of developing real properties and construction of building and also execute any contractual works under any Government, semi-Government, Local authority or private sectors mainly Civil works in any where in India and around Kolkata.

AND WHEREAS the parties herein have agreed to form themselves unto a partnership to carry on the business in co-partnership with each other for the purpose and on the terms and conditions hereafter mentioned.

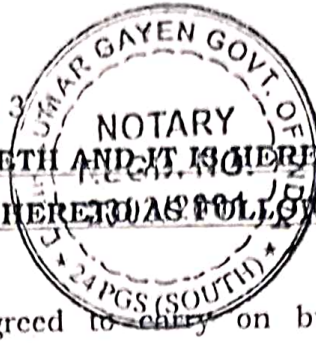
AND WHEREAS to avoid any confusion or misunderstanding, the parties are reducing the terms and conditions of such partnership into writing, as hereunder mentioned.

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0 4 JAN 2010

:: 3 ::

**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY DECLARED  
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :**



[1] **Name :**

The parties hereto have agreed to carry on business in co-partnership with each other under the name and style of "**ANGEL PROPERTIES**".

[2] **Duration :**

The partnership has commenced and/or shall be deemed to have commenced on and from the 1st day of April, 2009. The partnership shall be at will.

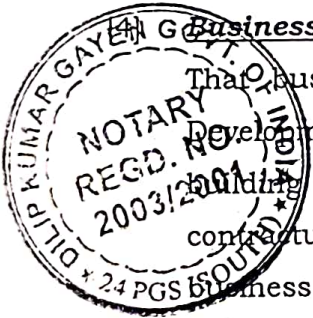
[3] **Office :**

The principal place of business of the partnership shall be for the time being at Premises No.- 8/60, Netaji Nagar, P.S.-Jadavpur, Kolkata-700092 and/or at such places within the city of Kolkata as the partners may from time to time decide. Such principal place of business of the partnership firm may be changed and also branches may be opened and/or closed from time to time, as may be mutually agreed by the parties hereto.

ANGEL PROPERTIES

Partner  
Partner

**Business :**



The business of the partnership firm shall be primarily of Development of real estate buy construction of multistoried building such as Contractor, all over India and also to undertake contractual civil works in any where in India or any other allied business as may be mutually agreed upon by the parties hereto time to time.

[5] **Capitals and Fund :**

The funds required for the business of the partnership firm shall be contributed, advanced and/or arranged by the partners hereto in such a proportion as agreed from time to time between the partners hereto.

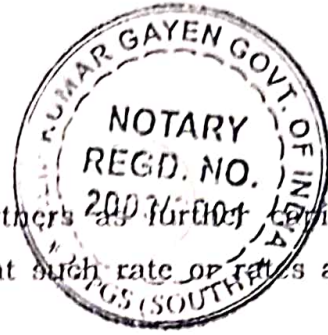
[5.1] Partners hereto have agreed to contribute a sum of Rs.10,000/- (Rupees Ten Thousand) only each total amounting to Rs.20,000/- (Rupees Twenty Thousand) only as initial capital for the said Partnership Business.

04 JAN 2010

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[5.2] Any amount contributed by the partners as further capital or advance or loan shall carry interest at such rate or rates as the partners may agree from time to time.

[6] **Accounts :**

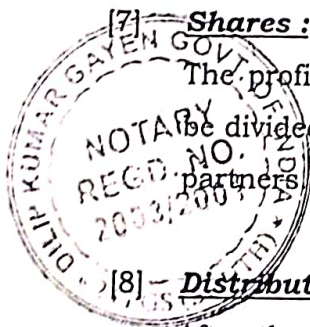
Usual Books of Accounts in respect of the Partnership Business shall be maintained and kept at the principal office of the partnership or at such other places as the partners may agree from time to time.

[6.1] The partners shall be entitled to inspect the Books of Accounts and other documents of the partnership at any time.

[6.2] The accounting year of the partnership shall be from the first day of April of any year till the end of the year immediately succeeding.

[6.3] The accounts of the firm be audited annually by a qualified Auditor and the Auditor and for the same shall be appointed each for the period of that particular year only. The partners shall make the selection of the Auditor of the firm mutually.

[7] **Shares :**



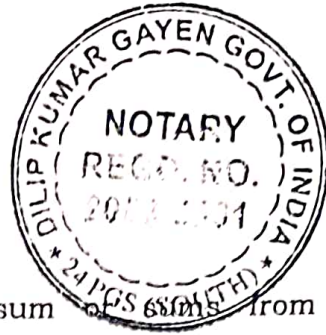
The profits and/or losses of the business of the partnership shall be divided and shared equally by twenty five per cent to each of the partners.

[8] **Distribution of Profits and/or Loss :**

After the finalization of the Accounts of any year, the partnership shall pay profits and adjustment of all drawings made by the partners, 50% will be deposited in the house/company's account as reserve fund and balance 50% will be divided among the partners in equal share.

[8.1] The profits shall be determined after paying off the interests.

[8.2] No partner shall be entitled to transfer and/or assign his share to any person or persons without the consent in writing of the other partners.



[9] **Drawings :**

The partners shall withdraw such sum of Rs. 6000/- from the partnership as may be mutually agreed upon PROVIDED HOWEVER THAT the amount drawn shall not without the consent of the other partners exceed the estimated share of anticipated profit for the accounting year in which such drawing is made.

[9.1] Each partner shall be entitled to draw a sum of Rs. 2000/- per month.

[10] **Bank Transactions :**

The bankers of the partnership shall be such bank or banks as the partners may be agreed upon from time to time.

[10.1] The Bank Accounts of the partnership may be operated by the partners jointly or may adopt any other mode of operation as may be agreed by and between the partners from time to time.

[11] **Duties of the Partners :**

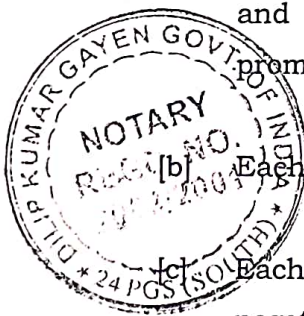
[a] The partners shall diligently attend and devote sufficient time and attention to the business of the partnership and shall promote the same to the best of their abilities;

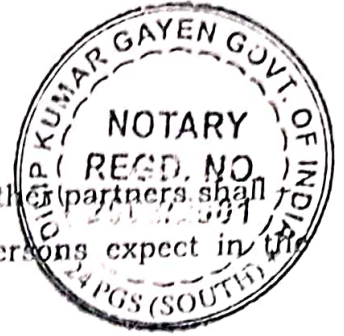
[b] Each partner shall punctually pay his separate debts;

[c] Each partner shall deposit/pay all monies, cheques and negotiable instruments received by him in the accounts of the firm;

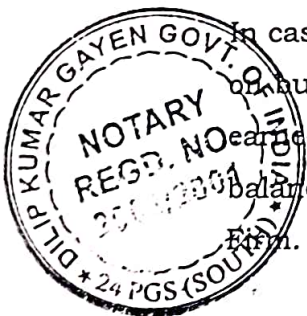
[d] Each partner will be just and faithful to one another;

[e] No partner shall make any private profit at the cost of the firm.





- [11.1] No partners without the consent of the other partners shall
- [a] Lend any money of the firm to any persons expect in the ordinary course of business;
  - [b] Give any securities or promise for payment of money on account of firm expect in ordinary course of its business;
  - [c] Enter into any bond become bail or surety for any person;
  - [d] Knowingly cause or suffer to be done anything whereby the property of the partnership may be endangered;
  - [e] Mortgage or charge his share in the properties of the firm;
  - [f] Draw, accept or endorse any Bill of Exchange or Promissory Note on account of the firm above in the ordinary course of Business of the firm;
  - [g] It is strictly provided that none of the partner will be entitled to carryon business of the Firm either directly or indirectly during the period of remaining as partner of the Firm.



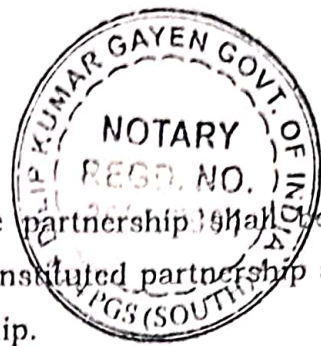
In case if is found that the any partner is engaged or carrying on business of the Firm either directly or indirectly the profit earned by him shall have to be shared by him 50% and the balance 50% shall have to be deposited in the A/C of the Firm.

[11.2] If any partner commits any breach of any of the stipulation contained herein above shall indemnify the other partner for all losses and expenses on account thereof.

[12] **Admission of Partners :**

Any person may be admitted into the partnership as may be agreed upon by the partners hereto.





[12.1] On admission of a new partner, the partnership shall be re-constituted and the terms of such re-constituted partnership shall be the same as laid down the partnership.

[13] **Retirement :**

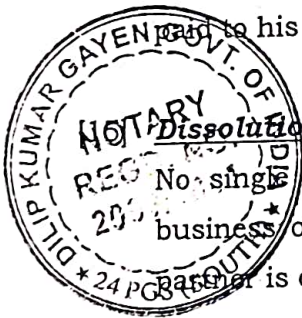
Any partner may give 30 (thirty) days clear notice of his retirement in writing to the other partner from the partnership.

[13.1] Immediately on such retirement an account shall be prepared and the share of the retiring partner in the profit of the partnership, if any, shall be paid to him within 30 (thirty) days from the date of retirement by the continuing partner and the continuing partner shall be entitled to continue the business of the partnership retirement of any partner shall not dissolve partnership.

[14] **Death, Insanity and Bankruptcy :**

If any partner dies or become insane or is adjudged insolvent, the partnership shall not be dissolved.

[14.1] Immediately on his death or insanity or insolvency, an account shall be prepared and the share of such deceased or insolvent partner in the assets and in the profits of the partnership shall be paid to his heirs or legal representatives.



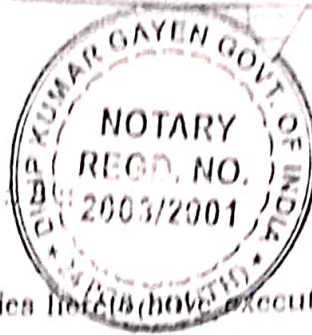
[15] **Dissolution :**

No single partner can dissolve the partnership so long as the business of the partnership is being carried on profitably or one partner is desirous of carrying on the Business of the Partnership.

[16] **Arbitration :**

All disputed and differences by and between the partners and their heirs and representatives, in any way relating to or arising out of or concerned with any of the provisions hereof including those relating of dissolution and/or retirement shall be referred to the arbitration of any single arbitrator appointed by mutual consent and the award made by such arbitrator shall be final and binding on the parties to the dispute. Such arbitration shall be governed by the law relating to the arbitration for the time being in force.





IN WITNESS WHEREOF the parties hereto (above) executed and delivered these presents on the day, month and year first written above.

[1] Pran Das (MD-ND)

[2] Pradyot Ghosh

SIGNATURE OF THE PARTNERS



WITNESSES :

1. Subir Bhattacharjee  
14, Brahmopur Govt Scheme  
Kolkata-700070

2. Gosta Gobal Manna  
224A, N.S.E. Bose Road  
Kolkata-700047  
Signature Attested  
on Identification

04 JAN 2010

Identified by me

DILIP KUMAR GAYEN, NOTARY  
Alipore Criminal Court, Kol-27  
Regd. No. 2003/2001, Govt. of India

Atsim Kumar Jena  
Advocate  
Calcutta  
04 JAN 2010

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Gosta Gobal Manna