

NOTARY /an OATH COMMISSIONER/an
OFFICER OF THE GOVERNMENT.
CALCUTTA & 24-PARGANAS.
GOVERNMENT OF WEST BENGAL. INDIA.

Chief Metropolitan Magistrate's
Court.
2, Bankshall Street.
Calcutta-700 001.

Notarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come, I, SHRI DILIP KUMAR BASU duly appointed by the Government of West Bengal as a NOTARY being authorised to practise as such subject to the provisions of the Notaries Act, 1952 (53 of 1952) and the Notaries Rules, 1956, made there under in and throughout Calcutta and the District of 24-Parganas in the State of West Bengal within the Union of India do hereby verify, authenticate, certify attest as under the execution of the instrument annexed hereto collectively marked "A" on its executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me by Executant' (s).

Accordingly this is to certify, authenticate verify and attest that the annexed instrument "A" is the original.

..... *Deed of Partnership*
executed by *Devi Asha Deb Nath of 71/A, Kali-*
Kumar Mejunger Road Kolkata-700075
and an other'(s) as per the same.

PRIMA FACIE the annexed Instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or my require for the same.

IN FAITH AND TESTIMONY WHEREOF being required of a NOTARY, I, the said Notary do hereby subscribe my hand and affix my seal of office at Calcutta on this the..... *2004* **23 NOV 2004**
day of..... *199*

Dilip Kumar Basu
DILIP KUMAR BASU *23/11/04*
NOTARY.

Calcutta & 24-Parganas.
Government of West Bengal.
Registration No. 18/1994.
Chief Metropolitan Magistrate's Court.
2, Bankshall Street.
Calcutta-700 001.





DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 21st day of
Two thousand July 2004 AMONGST (1) SRI ASHIS DEBNATH,
son of Sri Haripada Debnath, by caste Hindu, by occupation

DILIP KUMAR BASU Business, residing at 71/1A, Kali Kumar Majumder Road, P.S.
Kasba, Kolkata - 700 075, hereinafter referred to as the

party of the FIRST PART, (2) SRI GOBINDA PAUL, son of Late
Manasha Charan Paul, by caste Hindu, by occupation Business,

residing at 1/52, Sucheta Nagar, P.S. Kasba, Kolkata - 700 078.

Putul Das

Custom Holder

Gobinda Paul

Manasha Paul

Ashis Debnath 23 NOV 2004

Sukla Debnath 2/-



-: 2 :-

hereinafter referred to as the party of the SECOND PART,

(3) SMT. PUTUL DAS, daughter of Late Rantosh Mondal, by caste Hindu, by occupation Business, residing at 6/21, Jadavgarh, P.S. Kasba, Kolkata - 700 078, hereinafter referred to as the party of the THIRD PART,

(4) SRI GAUTAM HALDER, son of Sri Ram Krishna Halder, by caste Hindu, by occupation Business, residing at 1/4, Neli Nagar, P.S. Kasba, Kolkata - 700 078, hereinafter referred to as the party of the FOURTH PART,

(5) SMT. MUNMUN PAUL, daughter of Late Sanchandan Paul, by occupation Business, by caste Hindu, residing at 1/52, Sucheta Nagar, P.S. Kasba, Kolkata - 700 078, hereinafter referred to as the party of the FIFTH PART AND

(6) SMT. SUKLA DEBNATH, daughter of Sri Sanchandan Debnath, by caste Hindu, by occupation Business, residing at 71/1A, Kali Kumar Majunder Road, P.S. Kasba, Kolkata - 700 075,

DILIP KUMAR BAKSI
NOTARY,
Govt. of West Bengal
Regd. No. 18/1994.
C.M.M.'s Court
Chakrabarti Street, Cal-700001

Gabinda Paul.
Munmun Paul.

Sukla Debnath.

Putul Das
Gautam Halder.

..... 3/-

23 NOV 2004



hereinafter referred to as the party of the SIXTH PART, (which expression shall unless otherwise excluded or repugnant or contrary to the context hereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns).

WHEREAS the parties of FIRST, SECOND, THIRD and FOURTH PART have been carrying on the business in partnership under the name and style of M/s. CONCRETE INDIA by Deed of Partnership executed on 20th day of July, 1999 w.e.f. 01-2-1999.

AND WHEREAS with a view to expanding and better management and control of the said business, the First, Second, Third and Fourth Party hereto admitted the Fifth and Sixth party as a partner on and from 1st day of April, 2004.

AND WHEREAS to avoid all future disputes and differences the parties hereto have agreed to execute their regular Deed of Partnership and whereas with a view to record the terms and condition and the stipulation on which the partnership business shall be carried on by and between the parties hereof do mutually as under :

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY RECORDED AND CONFIRMED DECLARED that in pursuance of this agreement the above named partners hereto do hereby jointly and severally covenant with one another that each one of them becomes shall continue to be a partner in the aforesaid firm styled and/or known as "CONCRETE INDIA" upon the terms and subject to the conditions and stipulations confirmed and recorded in the following articles that is to say :-

Sukla Debnath
Sukla Debnath

Goutam Halder
Gabinda Paul
Munmun Paul

PLACE OF BUSINESS

: 2. The business of the firm shall be carried on previously at 16, Haltu Road, P.S. Kasba, Kolkata-700 078, now at 306, P. Majumder Road, Kolkata-700 078 or such other place or places as the partners may from time to time. decide.

OBJECT

: 3. The partnership business shall be carrying on the business of construction of building, other contractory job and any other business as may be mutually agreed upon by the partners from time to time.

COMMENCEMENT OF BUSINESS

: 4. The new partnership business shall be deemed to have commenced on and from 1st day of April, 2004 and the said partnership shall be at will.

CAPITAL

: 5. The initial capital of the partnership firm to be contributed by Fifth and Sixth party, shall be Rs. 50000/- (Rupees Fifty Thousand) that the aforesaid contribution of Rs. 50000/- (Rupees fifty thousand) made by the Fifth and Sixth party as follows :

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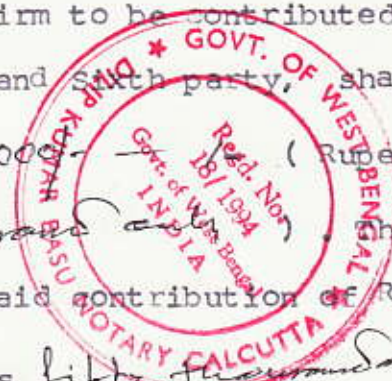
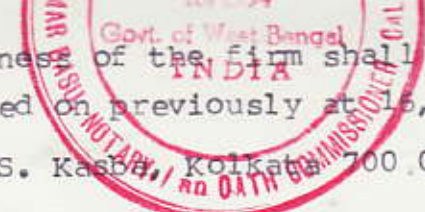
Sukla Debnath, Gobinda Paul.
Munmeen Paul.

..... 5/-

Handwritten signature

DILIP KUMAR BASU

23 NOV 2004



- Regd. No.
18/1994
Govt. of West Bengal
NOTARY PUBLIC, CHANDERNAGOR.
- i) SMT. MUNMUN PAUL
(FIFTH PARTY) .. Rs. 2500/-
- ii) SMT. SUKLA DEBNATH
(SIXTH PARTY) .. Rs. 2500/-

and the balance standing to the credit of personal accounts of Sri Asish Debnath, the First Party, Sri Gobind Paul, the Second Party, Smt. Putul Das, the Third Party and Sri Gautam Halder, the Fourth Party hereto in the books of account of ~~the~~ old partnership business as at 31-3-2004, being carried forward into the books of accounts in this new partnership business should be treated as Capital of this new partnership business.


INTEREST ON CAPITAL

: 6. Parties of this Indenture shall be entitled to simple interest on Capital at the rate of 12% per annum and the said interest shall be calculated on the balance of Capital A/c. as on 1st April of each year.

However, the partners may charge simple interest at a lower rate or may not charge any interest in any financial or accounting year if they mutually agree upon. If

Sukla Debnath
Sukla Debnath.

Gobinda Paul
Gobinda Paul.


partner's Capital Accounts are fixed and Current Accounts of partners are maintained interest on Capital Accounts shall include interest on Current Accounts as well.

Provided, however, if during any accounting year the firm is reconstituted and the account is closed prior to reconstitution for any period, in such case continuing partners shall be entitled to interest on Capital Account from the opening day of the new financial period as well.

In other words, the newly admitted partner/s shall not be entitled to any interest on its introduction of Capital for the remaining period of the year which will be closed as on 31st March of the respective year.

Interest on Capital Account as noted hereinbefore shall be calculated at the end of the financial year/period.

Provided, however, if at

Ashish Mishra
Sukla Debnath.

Gobinda Paul.
Munmemon Paul.

..... 7/-

DILIP KUMAR BASU



the opening date of the year/ period there is debit balance in any partner's Capital Account the said partner shall pay to the firm simple interest on such opening debit balance at the same rate of interest payable to the partners having credit balance in their Capital Accounts. This interest shall be charged from such partner even if he/she brings in any fresh Capital during the course of the respective financial year/period.

PARTNERS REMUNERATION

- : 7. That all partners are to be treated as working partners. They are entitled to get remuneration in the following proportion for their services rendered to the firm subject to the amount as allowable under provision u/s. 40(b) of the Income Tax Act 1961 or any other applicable provision as may be in force in the Income Tax Assessment of the partnership firm of the relevant accounting year. The partners have agreed to lay

Sukla Debnath
Sukla Debnath.

Gobinda Paul
Munmun Paul.

..... 8/-

DIPAK KUMAR BASU

07 NOV 2004



lay down the manner of Quantifying remuneration/Salary payable to the working partners in the following proportion i.e.

- 1) SRI ASHIS DEBNATH .. 25%
- 2) SRI GOBINDA PAUL .. 15%
- 3) SMT. PUTUL DAS .. 22%
- 4) SRI GAUTAM HALDER .. 19%
- 5) SMT. MUNMUN PAUL .. 7%
- 6) SMT. SUKLA DEBNATH .. 12%

PROFIT SHARING RATIO : 8. The net profit/loss of the firm after sharing partner's remuneration as in clause (7) hereof and interest on partner's Capital Account/Current Account as in clause (6) hereof shall be divided amongst the First Part, Second Part, Third Part and Fourth Part in like proportion bear all losses including loss of Capital.

- PARTY OF THE FIRST PART .. 25%
- PARTY OF THE SECOND PART .. 15%
- PARTY OF THE THIRD PART .. 22%
- PARTY OF THE FOURTH PART .. 19%
- PARTY OF THE FIFTH PART .. 7%
- PARTY OF THE SIXTH PART .. 12%

DRAWING BY PARTNERS : 9. Partners may draw monthly/periodically any sum as may be mutually agreed upon and at the year/period

Ashis Debnath

Sukla Debnath.

Gobinda Paul.

Munmun Paul

Dipak Kumar Basu



drawing shall be first adjusted against interest on his/her Capital as in clause (7), next against his/her remuneration as in clause (7) and the balance, if any against share of profit as in clause (8).

However, if there is any excess of drawings of a partner over the total amount of interest on his/her Capital, his/her remuneration and his/her share of profit such excess shall be debited to his/her Capital Account. Provided, however, that if total drawing of a partner reduced by interest on his/her Capital is less than partner's remuneration payable to him/her, then the said balance of partner's remuneration shall be transferred to his/her Capital Account.

ACCOUNTING YEAR

: 10. The accounting year of the firm shall be continued from the 1st day of April of a year to the last day of March of the next year.

BANK ACCOUNT

: 11. The Bank Account/Accounts in the name of the firm shall be maintained with any Bank/Banks as

Handwritten signature:
Sukla Debnath.

Handwritten signature:
Munmun Paul

DILLIP KUMAR BASU 10/-
NOTARY



the partners may decide from time to time and each such Bank Account shall be operated by any two partners out of three partners namely, (1) SRI ASHIS DEBNATH, (2) SRI GOBINDA PAUL AND (3) SRI GAUTAM HALDER.

DOCUMENTS

: 12. All contracts, agreements, bills, negotiable instruments and other documents relating to the partnership business shall be signed by any two partners out of three partners namely, (1) SRI ASHIS DEBNATH, the party of the First Part, (2) SRI GOBINDA PAUL, the party of the Second Part and (3) SRI GAUTAM HALDER, the party of the Fourth Part with the consent of the other partner/s.

ADMISSION OF PARTNER

: 13. The partners may at any time admit any other person or persons as partner or partners in firm on such terms and conditions as may be mutually agreed upon.

DISSOLUTION

: 14. The business of the firm shall be discontinued at the willingness of all the partners.

Ashis Debnath -
Sukla Debnath.

Gobinda Paul.
Munmun Paul.

.... 11/-

Gautam Halder.

SETTLEMENT OF ACCOUNTS
ON DISSOLUTION



: 15. In case of dissolution, all the partners shall be entitled to the balance in his/her Capital Account as on the date of dissolution after the adjustment of his/her Drawing Partner's remuneration etc. alongwith interest on Capital and share of profit/loss till the date.

APPOINTMENT OF PERSONS : 16. It is hereby agreed upon by the partners that for better and smooth running of the business the partners are hereby authorised to appoint the Chartered Accountants, Agents, Consultants, Legal Adviser anywhere in India.

MAINTENANCE OF ACCOUNTS : 17. Proper books of accounts together with all other papers and documents should be kept in the safe custody in the place of business and shall be opened for inspection by any of the partners at all reasonable time and to take out copies of such portion as he/she may deem fit and necessary. None of the partners shall have any right to exclusive possession and/or custody of the books of accounts together with all other papers

Ali Deb Nath
Sukla Debnath.

Goutam Halder.

Gebinda Paul
Munmun Paul.

DEB KUMAR BASU

IDENTITY



and documents of the firm.

18. The firm shall indemnify every partner for any loss caused to him/her for or in course of his/her conducting the business of the firm honestly and in good faith.

ALTERATIONS

: 19. The partners may at any time amend, alter, vary, abrogate any of the aforesaid terms and conditions by mutual consent.

RETIREMENT

: 20. The partners shall be entitled to retire from the firm by giving a clear three months' notice in writing to the other partners and he/she shall be entitled to get back all sums due in his/her share in partnership business after settlement of accounts.

DEATH OF PARTNER

: 21. That in the event of death of any of the partners, the firm shall not be dissolved, by the heirs, executors, administrators, representatives and assigns of the deceased partner/s shall step into the shoes in place or stood of the firm.

Ali Subudh

Sukla Debnath.

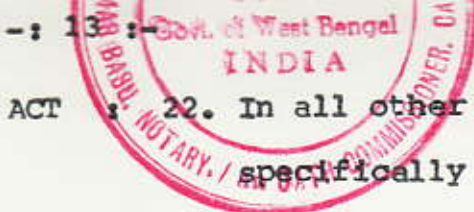
Goulam Haldar.

Putul Das

Gobinda Paul.
Munmoon Paul.

DILIP KUMAR BASU
NOTARY

.....13/-



APPLICATION OF PARTNERSHIP ACT

22. In all other matters not specifically covered by the aforesaid clauses, the provisions of the Indian Partnership Act, 1932 shall apply.

ARBITRATION

23. That all matters of differences and/or disputes arise during continuance or determination of partnership between the partners or legal heirs, and/or legal representatives, if not forthwith mutually settled, shall be referred to Arbitration as per Indian Arbitration Act, or any statutory modification thereof.

IN WITNESS WHEREOF the parties hereto have hereunto put their signatures on this Deed of Partnership on the date mentioned hereinabove.

WITNESSES :

(1) _____

(2) _____

- (1) Ali Subudh
SIGNATURE OF THE PARTY OF THE FIRST PART.
- (2) Gobinda Paul
SIGNATURE OF THE PARTY OF THE SECOND PART.
- (3) Putul Das
SIGNATURE OF THE PARTY OF THE THIRD PART.
- (4) Gouloss Haldar
SIGNATURE OF THE PARTY OF THE FOURTH PART.
- (5) Munmun Paul
SIGNATURE OF THE PARTY OF THE FIFTH PART.
- (6) Sakla Debnath
SIGNATURE OF THE PARTY OF THE SIXTH PART.

IDENTIFIED BY
A. K. KR. MUKHERJEE
ADVOCATE F/891/81
C.M. COURT, CALCUTTA

ATTESTED BY ME