

Bimal Kumar Banerjee

Notary

B. Com. LL.B.

CALCUTTA & 24-PARGANAS.

Professional Address:

C. M. M's Court

Compound

2, Bankshall Street.

Calcutta-700001.

## Notarial Certificate

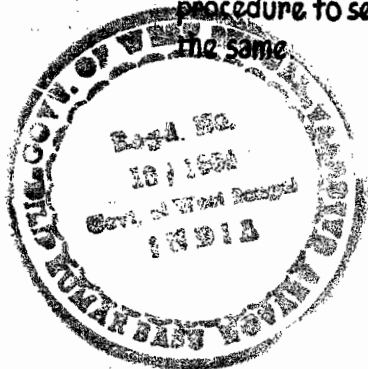
(Pursuant to section 8 of The Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, B.K. Banerjee, duly authorised by the Central Government to practise 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 as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the original deed

of partnership entered by  
Juni I Separk Giel and  
another 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 may 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 04th day of June in the year of Christ 1989.

DILIP KUMAR BASU  
NOTARY  
Govt. of West Bengal  
Regd. No. 18/1994  
C.M.M's Court,  
Bankshall Street, Calcutta-700001.

NOTARIAL STAMP



B. K. BANERJEE

NOTARY.

Copy to be made  
Permit to be made  
B.K. Banerjee

TRUE COPY ATTESTED BY ME

DILIP KUMAR BASU

Notary, Govt. of West Bengal

Regd No 18/1994 C.M.M's Court

2, Bankshall Street, Calcutta-700001

11 JUN 2005

2/20

75 Rs.



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this 1st day of SEPTEMBER, One thousand Nine hundred Eightynine BETWEEN SRI DEEPAK GOEL son of SRI PURUSHOTTAM DASS GOEL aged about Twentyone Years by caste Hindu by occupation Business at present residing at No.3, Middleton Row, CALCUTTA-700 071 hereinafter referred to as the FIRST PARTY and SRIMATI SHANTI DEVI GOEL wife of SRI PURUSHOTTAM DASS GOEL aged about Thirty eight Years by caste Hindu by occupation Housewife and Business at present residing at No.3, Middleton Row, Calcutta-700 071 hereinafter referred to as the SECOND PARTY ( Both the above persons referred to as PARTIES which shall mean and include their heirs, executors, administrators, legal representatives of the assignees )

- 4 SEP 1989

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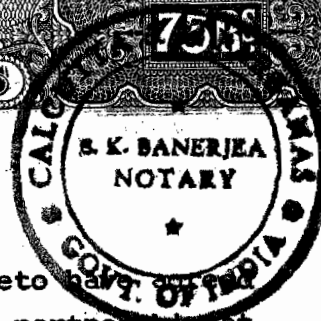
Shanti Devi Goel  
Deepak Goel

K. K. BANERJEA  
NOTARY  
Regd No. 145/88  
S.E.M.'s Court  
Calcutta-700007

NOTARY  
Govt. of West Bengal  
Regd. No. 18/1989  
C.M.'s Court  
Bankbhall Street, CALCUTTA



- : 2 : -



WHEREAS both the PARTIES hereto have decided to carry on the business in co-partnership at Premises No.55, Ezra Street, 4th Floor, CALCUTTA-700 001 under the trade name and style of ' M/S. LUMINO INDUSTRIES ' with effect from 1ST DAY OF SEPTEMBER, 1989.

AND WHERE AS both the PARTIES hereto desire to have the terms and conditions of the said Partnership recorded in writing in order to insure cordial relation between the PARTIES by avoiding disputes and differences in future. It is, therefore, hereby agreed upon by and between the PARTIES as follows :-

- 1) THAT the said SRI DEEPAK GOEL and SRIMATI SHANTI DEVI GOEL shall and continue to be partners in the said firm and business shall be carried on under the name and style of M/S. LUMINO INDUSTRIES w.e.f. 01-09-1989.
- 2) THAT the Principal place of business of the Partnership shall be situated at 55, EZRA STREET, 4TH FLOOR, CALCUTTA - 700 001 or such other place or places as the PARTIES hereto shall determine time to time.

-4 SEP 1989

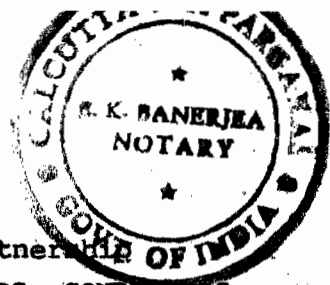
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S. K. BANERJEA  
NOTARY  
Regd No. 148/84  
S.K.B.'s Court  
Calcutta-700001

DEEPAK KUMAR BASTI  
NOTARY  
Govt. of West Bengal  
Regd. No. 18/1984  
Calcutta-700001



Shanti Devi Goel  
Deepak Goel



3) THAT the business of the Partnership shall be as Manufacturers and Dealers in CABLES, CONDUCTORS & OTHER ELECTRICAL GOODS and for the purpose of Manufacturing the factory shall be situated at Premises No.8, Girish Chandra Ghosh Road, Patipukur, CALCUTTA - 700 048 and/or such other place(s) as the PARTIES hereto shall determine time to time. The partners by common consent may embark upon any new line of business or venture both inland or overseas, open or close branch(s), Agency and Agencies as they may agree upon from time to time and all other terms and conditions of the partnership will equally apply to the same.

4) THAT the partnership shall be at will and is deemed to have commenced w.e.f. 01-09-1989.

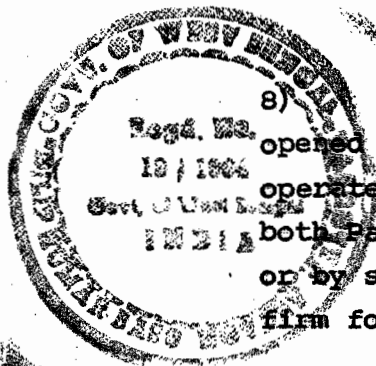
5) THAT the partners ~~xxxx~~ shall introduce capital in cash or in kind as may be agreed upon or as may be required by the business of the firm.

6) THAT the PARTIES hereto participate in the Profit as well as Losses of the partnership business including Losses of the Capital as ascertained from year to year in the following manner :-

|                               |   |      |
|-------------------------------|---|------|
| 1) SRI DEEPAK GOEL            | - | 50 % |
| 11) SRIMATI SHANTI DEVI GOEL- |   | 50%  |

7) THAT no salary or commission will be paid to the partners but if the partners decide afterwards they can take by the mutual consent.

8) THAT the Account(s) with Bank(s) shall be opened in the name of the partnership firm and shall be operated upon in the name of the Partnership firm by the both Partners jointly or severally or any one of them or by such other person(s) as may be authorised by the firm for the purpose.

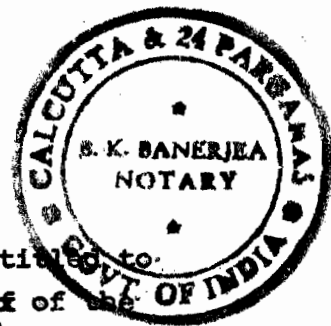


R. K. BANERJEE  
NOTARY  
Regd No. 148/89  
S.I.M.'s Court

Shanti Devi Goel  
Deepak Goel

contd .....

RAJ KUMAR DAS  
NOTARY  
Govt. of West Bengal  
Regd. No. 18/1991  
Chand's Court  
2 Park Street Calcutta



9) THAT both PARTIES hereto shall be entitled to withdraw their monthly drawings from the funds of the Partnership as may be mutually agreed upon between both the PARTIES from time to time and shall be debited in their respective Capital Accounts) standing in the firm.

10) THAT the Partnership firm is empowered to raise Loan(s) or over draft(s) from Bank(s), Friend(s) relative(s) among themselves, financial institution(s) etc. by offering security or without security at such rate(s) of interest on such terms conditions the both PARTIES may deem fit.

11) THAT the Electric Charges, Rent, rates and taxes and other necessary expenses to carry on the said business shall be paid from the Partnership regularly.

12) THAT the both PARTIES hereto of their representative(s) shall be entitled to look after the business and manage the same to the best of their abilities and for the mutual benefits of the firm.

13) THAT the proper Books of Accounts shall be maintained and kept at the principal place of business and/or any such other place(s) as the both parties hereto mutually agree upon from time to time. The Accounting Year of the Partnership business shall be ended on 31ST DAY OF MARCH of every English Calendar Year, or any other day as may be agreed upon from time to time between both the PARTIES.

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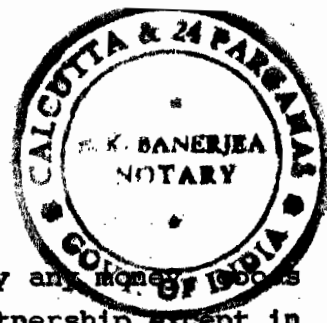
Gurmiti Devi Gai

Deepak Gai



S. K. BANERJEA  
NOTARY  
Regd No. 148/86  
S.K.M.'s Court  
Telephone 72222

RAJ KUMAR DAS  
NOTARY  
Govt. of West Bengal  
Regd No. 18/1994  
Chand's Court,  
8 Bankhall Street, Calcutta



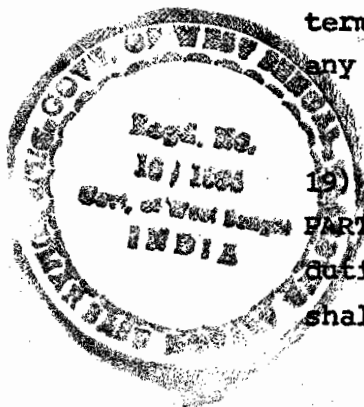
14) THAT no partner~~s~~ shall employ any money or effects or pledged credit of the partnership except in the Ordinary course of business for the benifit of the partnership.

15) THAT the both the parties hereto shall pay and discharge their separate and private debts and liabilities whether present or future and keep indemnified therefrom and from all actions, proceedings, costs and demands in respect thereof the partnership property and the other partner his/her respective estates and effects.

16) THAT the both parties hereto shall have equal right and power in the conduct and management of the Partnership business.

17) THAT the Partnership will last so long as the partners may desire but on the death of the any of the Partners hereto, the business of the partnership shall not stand dissolved but shall be carried on by the surviving partner alongwith the legal heir(s) of such partners under such terms and conditions as may be determined ~~among~~ among them selves. If incase any partner wishes to retire from the partnership, a notice of his/her intention shall be required to other party before one month.

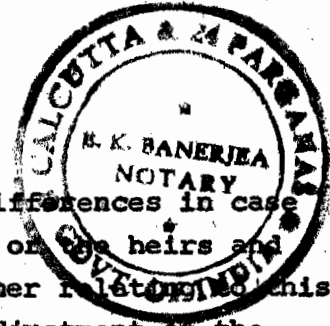
18) HTAT if any partner become physically or mentally unfit to attend the business of the Partnership, his/her nominees shall be taken in as partner on the same terms and conditions of this DEED OF PARTNERSHIP and in any case the partnership shall not be dissolved.



19) THAT unless otherwise provided in this DEED OF PARTNERSHIP the right, claim, interest, responsibility(ies), duties, obligations and liabilities of the parties hereto shall be governed by the Indian Partnership Act, 1932.

Smiti Devi Gool  
Dewan Lal

S. K. BANERJEE  
NOTARY  
Govt. of West Bengal  
Regd. No. 10/1003  
Calcutta & 24 Parganas  
Circular's Court  
8 Bankshall Street, Calcutta

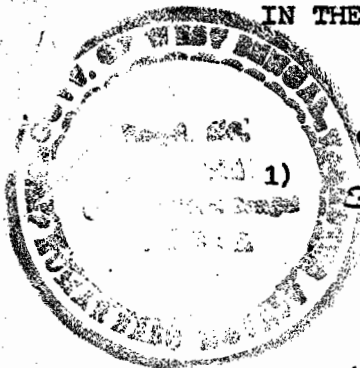


20) THAT the disputes and differences in case arises between the both PARTIES hereto or their heirs and legal representatives of deceased partner relating to this partnership or dissolution hereof or adjustment of the partnership account and/or relating to the construction of the any of the terms and conditions of this DEED OF PARTNERSHIP shall be settled mutually by means of mutual appointed arbitrator as per their common convenience.

21) THAT all or any terms and conditions of this DEED OF PARTNERSHIP may be modified, altered, varied or added to by mutual consent of the PARTIES hereto.

IN WITNESS WHERE OF the parties hereto have set and subscribed their respective hands and seals this day, month and year first herein above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF :



*[Signature]*  
SITARAM AGARWAL  
32 EZRA STREET  
Room No 511A  
CALCUTTA - 700001

2) Identified by me  
*[Signature]*  
Advocate 4/9/89.

HARISH CHANDRA JAISWAL  
B. Com. LL.B. Advocate  
Metropolitan Magistrate Court.  
9, Bankshall Street Cal-1

TRUE COPY ATTESTED BY ME

DILIP KUMAR SINGH  
Notary, Govt. of West Bengal  
Regd No 18/1994 C.M.A.'s Court  
9, Bankshall Street, Calcutta-700001

11 JUN 2005

SIGNED, SEALED AND DELIVERED  
BY SRI DEEPAK GOEL

*[Signature]*  
Deepak Goel

SIGNED, SEALED AND DELIVERED  
BY SRIMATI SHANTI DEVI GOEL

*[Signature]*  
Shanti Devi Goel

INSTRUMENT 'A' REFERRED TO  
IN THE NOTARIAL CERTIFICATE

(K. K. BANERJEE)  
NOTARY

K. K. BANERJEE  
NOTARY  
Regd No. 148/86  
S.J.M.'s Court  
Calcutta-700001

14 SEP 1989  
NOTARY

Govt. of West Bengal  
Regd. No. 18/1994  
C.M.A.'s Court  
9, Bankshall Street, Calcutta-700001