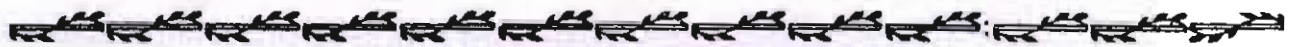




MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF

Keerthi Estates Private Limited





प्रारूप आई आर.
Form I.R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता..... का स.....
No. 01-18980 of 1994-95

मे एतद्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम, 1956 (1956 को 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that **KEERTHI ESTATES PRIVATE LIMITED**

is this day incorporated under the Companies Act, 1956 (No.1 of 1956) and that Company is limited.

मेरे हस्ताक्षर से आज ता..... को दिया गया।

Given under my hand at ..Hyderabad..... this 15th.....
day of December..... One thousand nine hundred and Ninety Four.

(24th Agrahayana 1916 Saka)



ज एम.सी. - 1
J.S.C-1.

N.R. SRIDHARAN
(N.R. SRIDHARAN)
कम्पनियों का रजिस्टर
Registrar of Companies
Andhra Pradesh.

UNDER THE COMPANIES ACT, 1956
(1 OF 1956)

A COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

KEERTHI ESTATES PRIVATE LIMITED

- I. The name of the Company is "Keerthi Estates Private Limited".
- II. The Registered Office of the Company will be situated in the State of Andhra Pradesh.
- III. The objects for which the Company is established are.

A. The Main Objects to be pursued by the Company on its Incorporation are:

1. To purchase, lease or otherwise acquire land, plots, buildings and develop them into residential plots, construct houses resorts on such lands or plots, and sell the plots, houses, resorts and other properties of the company on Hire Purchase Installments or otherwise.
2. To purchase, lease, or otherwise acquire land, plots and construct, erect houses, buildings, flats on such land or plot and to pull down the old properties acquired by the Company and re-build, enlarge, improve, expand, alter the existing house, buildings flats or works thereon and to sell the house, buildings, flats and other properties of the Company on Hire purchase, Installments or otherwise.
3. To act as contractors for the construction of buildings of all description, roads, bridges, earthwork, sewers, tanker, drains, offices, factories, workshops culverts, channels, undertaking of all type of Civil, Electrical and Mechanical works Civil constructions, Construction of Projects, Dams, undertaking of supply works, Railway works, Military and other Engineering works with State and Central Governments, Corporations, Municipalities, Parishads and with such other Local government bodies or In such other commodity that may be used in construction works.
4. To establish, operate and maintain power plants based on solar power, wind power, hydel power, thermal power and power generation from liquid fuels, natural gas, compressed natural gas, liquefied, natural gas, coal or lignite or any other conventional or non-conventional fuel suitable for electric power generation and to carry on the business of generation of electric power. heat energy, steam generation, all other forms of energy. Distribution, transmission of electricity and allied business to manufacture, deal, buy, sell and hire all apparatus, machinery, tools, and things required for or used in connection with the generation, transmission, distribution, supply, accumulation of Electricity, Energy or other forms of power.

For Keerthi Estates Pvt. Ltd.

B. The objects incidental or ancillary to the attainment of the objects are:

1. To all types of buildings materials like Doors, Windows partitions, railing and all types of Bricks, Tiles, pre-fabricated House buildings components sanitary fittings, hardware, furniture etc.,
2. To purchase or hire for investment or re-sale, or lease and to deal in land, houses and other property of any tenure and any interest therein, to sell or otherwise deal in freehold and leaseholds, and to make advances upon the security of land or houses or other properties or any interest therein and generally to deal in by way of sale, lease, exchange or otherwise with land and house property and any other property whether real or personal for the purpose of business of company.
3. To purchase, take on lease in exchange, hire otherwise acquire any estates, lands, building basement or the interest in immovable properties and to develop and turn to account by laying out, plotting and preparing the same for buildings purposes. Constructing, building, altering, pulling down decorating, maintaining, furnishing, fittings up and improving building and by planting paving, draining, forming, cultivating letting on buildings lease or buildings agreement and entering into contracts and arrangements with builders tenants and others to attain the objects.
4. To lend or advance money to builders and otherwise persons on security of all description whether real or personal and to grand loans upon mortgage of any lands, tenure for the improvement thereof or otherwise for the purpose of business of company.
5. To supply tenants and occupies any of the properties of the company as on terms as a premium rent or otherwise as the company any think fit and to collect rents and all incomes.
6. To contract, erect and maintain, either by the company or other parties, sewers, road, streets, tramways, gas works water works, brick kilns, buildings, house, flats, shops and all other works, erections and things of any description whatsoever either upon the lands acquired by the company or upon other lands and generally to alter and improve the land and other property of the company.

Managing Director

For Keerthi Estates Pvt. Ltd.

Managing Director

7. To establish and maintain agencies, at any places in India or other parts of the world for the conduct of the business of the company or for purchase and sale of any goods, merchandise, articles and things required for any deal in or at the disposal of the company to attain the objects.
8. To buy, plant, product, treat repair alter, manipulate, exchange, hire import, export, dispose or, deal in any or all kinds of articles and things which may be required for purpose of the business which the company is expressly or by implication authorised by this Memorandum to carry on.
9. To erect buildings, sheds build roads or houses on any land leased or purchased or to be leased and to enlarge alter or improve existing buildings, sheds roads or houses thereon which would enhance the value of the company.
10. To employ or otherwise acquire technical experts, engineers, mechanics, foreman, or skilled and un-skilled labour for any of the purposes of business of the company and more specifically to examine and investigate into the condition, prospects, value, character and circumstances of any assets, property or rights.
11. To make, undertake, or encourage experiments, research or invention in connection with the business of the company or otherwise.
12. To let or lease any machinery, buildings and equipment of the company of the time being the property of the company or property which will be acquired in due course whether as a whole or part by part to any person or firm or company to the best advantage of this company.
13. To develop, repair, improve, extent, maintain, manage, charge, exchange, sell, assign, transfer, dispose or turn, to account or otherwise deal with whole any part of the company's property and assets.
14. To sell, exchange, lease mortgage, charge, develop, dispose of or otherwise deal with the undertaking of the company or any part thereof upon such consideration as the company may think fit and its particulars for other securities of any other company having objects altogether or in part similar to those company.
15. To remunerate (by cash or otherwise or by other assets or by allotment fully or partly paid up shares or in any other manner) any persons, firms, associations or companies for services, for services rendered in giving technical aid and advice granting licences, or permission for the use of patents trade secrets, trade marks process and in acting as trustees for debenture holders of the company or for subscriptions whether absolute or conditionally or for services rendered in or about the formation or promotion of the company, if any of for guaranteeing payment or such debentures or other securities of this company and any company promoted by this company or introducing any property or business to the company or in about the conduct of the business of this company or interest there on.
16. To purchase or by any other means, acquire and protect, prolong, and renew whether in India or elsewhere, any patent rights, processes and secrets brevets 'D' inventions, licences, protections, and concession which may appear likely to be advantageous or useful to the company and to use and turn to account and to manufacture or grant licences or privileges in respect of the same and to spend money experimentings upon testing and in improving or seeking to improve any patent, inventions, process, secrets and rights which the company may acquire or propose to acquire.

17. To enter into partnership or into any arrangements of sharing of profits, co-operation, amalgamation, union of interest, joint venture, reciprocal concession or otherwise with any government, authority, person, firm or company carrying on or about to carry on or engage in any business or transaction which the company is authorised to carry on or may seem capable of being carried on or conducted so as directly or indirectly contracts or otherwise assist any such person firm or company and to place take or otherwise acquire and hold shares or securities of any such person, firm or any company and to sell, hold, reissue, with or without guarantee or otherwise deal with the same. But the company shall not do the business of banking as defined in the Banking Regulation Act, 1949.
18. To amalgamate with any other company or companies having objects altogether or in part similar to those of this company.
19. To lend moneys to such persons or companies on such terms as may seem expedient and in particular to persons having dealing with the company and to guarantee the performance of contracts by any such of companies.
20. To invest and deal with the moneys of the company not immediately required on such manner as may from time to time be determined by the Board of Directors.
21. To enter into agreements and arrangements with any Government or authorities supreme, municipal, local or otherwise which may seem conducive to the company's objectives or any of them to obtain from any such Government or authority any rights or privileges and concessions which the company may feel desirable to obtain, and to carry out, exercise, and company with any such agreements, rights, privileges and concessions and to oppose the grant of any such rights privileges or concessions or others.
22. To insure with any person or company against losses, damages, risks and liabilities of any kind which may effect the company either wholly or partly.
23. To establish and support or aid in the establishment and support of associations institutions, funds trusts and conveniences and calculated to benefit the employees or ex-employees of the Company or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance.
24. Subject to the provisions of the Companies Act, 1956, to subscribe money for charitable or benevolent objects or for any public general or useful objects.
25. To promote and form and to be interested and take hold by way of acquiring or otherwise and dispose off shares in other companies or firms having all or any of the objects mentioned in the Memorandum or which may be considered useful to the company and to transfer to any such company, and property of the company and to take or otherwise acquire hold dispose of shares, debentures and other securities, in or of any such company, and to company, and to subsidise or otherwise assist any such company.
26. To pay costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the company and to remunerate or make donations to paid (by cash or by the allotment of fully or partly paid shares, or by a call or option on shares debentures, debenture stocks or securities of this or any other company or any other manner, whether out of the company's capital or profits or otherwise) any person for services rendered or to be rendered, introduced any property or business to the Company or for any other reasons which the Company may think proper.

27. Subject to the Banking Regulations Act, 1949 to draw, accept make and to endorse, discount or negotiate promissory notes hundres bills of lading and other negotiable instruments connected with the business of this company.
28. To incur debts and obligations for the conduct of any business of the company and to purchase or hire the goods, materials or machinery on credit or otherwise for any business or purpose of this company.
29. To borrow or raise money at interest or otherwise, either by way of deposits or loans in accordance with the provision of Section 58A of Companies Act, 1956 or any other applicable Act or in such manner as the company may think fit by the issue of debentures (perpetual or otherwise) including debentures convertible into shares of this or any other company, or by providing security of movable property such as Shares, Securities etc., or by providing Security of Immovable properties by deposit of title deeds and to secure the payment of any money borrowed raised or owing by mortgage, charge of lien upon all or any of the company's property (both present and future including its uncalled capital and also by a similar mortgage charge or lien to secure and guarantee the performance by the company or any other person or body corporate of any obligation undertaken by the company or company as the case may be company, however, shall not do any banking business as defined in the Banking Regulation Act, 1949.
30. To open accounts with any individual, firm or company or with any banker or shorff and to pay into and to withdraw money from such account or accounts.
31. To make advance of such sum or sums of money upon or in respect of or for the rendering of services to the company property articles and things required for the purpose of the Company upon such terms with or without security as the company may deem expedient.
32. To carry any depreciating fund, reserve fund, sinking fund or any other special fund whether for depreciating or for repairing improving, extending or maintaining any of the property or for any other purpose conducive to the interests of the company.
33. To provide for the welfare of the Directors, Officers, employees and ex-directors, ex-officers, and ex-employees of the company the wives, widows and families or the dependents or connections of such persons by building or contributing houses, dwelling or chawls, or by grants of money, pension, allowance, bonus or other payments or by creating and from time to time subscribing or contributing to provident or otherwise associations, institutions funds or trusts, and by providing or subscribing or contributing or subscribing towards places of instruction and recreation hospitals and dispensaries, medical and other assistance as the company shall think fit to subscribe or contribute to otherwise to assist or to guarantee money to charitable, benevolent, religious, national, public or other institution and objects which will have any moral or other claim, to support or aid by the company either by reason of locality of operation or of public and general utility or otherwise to incur expenditure in developing the education and to grant scholarships, aids or any other help to students including incurring and paying expenses in sending them for higher studies either in India or in any Foreign country.
34. To adopt such means of making known the products or the business carried on by the company as may seem expedient and in particular by advertising by circular purchase exhibition or work of arts and interest and publication of books and periodicals and by granting prizes rewards and donations.
35. To open and keep a Register or Registers in any country or countries where it may be deemed advisable to do so and to allocate any number of shares in the company to such Register or Registers.

36. To vest real or personal property rights or interest acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company.
37. Subject to the provisions of Sec.78 of the Companies Act, 1956 to place to reserve or otherwise to apply as the company may from time to time things fit, any money received by way of premium on share or debentures issued at a premium by the company and any money received in respect of dividends secured on forfeited shares.
38. Subject to the provisions of the Companies Act, 1956, to indemnify members, officers, directors, employees of the company or persons otherwise concerned with the company against proceedings, costs, damages claims and demands in respect of any thing done or ordered to be done by them for and in the interest of the company or any damage or misfortune whatever which may happen in the exercise in their office, or in relations thereto.
39. To promote freedom of contract and to assist, insure against contract and discourage interference with freedom of contract and subscribe to any association or fund for such purpose within constitutional means.
40. To promote or oppose legislative and other measures affecting the industry, trade and commerce and manufacture within constitutional means.
41. To the winding up of the company, to distribute any of the property of the company, to distribute any of the property of the company amongst themselves or in specie or kind.
42. To train or pay for the training in India or abroad of any of the company's directors employees or any candidate in the interest or for furtherance of the company's objects.
43. To apply for, tender, purchase or otherwise acquire, contract, sub- contract, and concessions, for or any of them and to undertake, execute carryout dispose of or other turn to account the same and to sublet all or any contract from time to time and conditions as may be thought expedient.
44. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

C. Other Objects:

1. To own and manage hotels, recreation rooms, guest houses, or let the same any part thereof for any period whether belonging to the company or not and at such rent and on such conditions as the company shall think fit to collect rents and income and to supply to tenants and occupants, and others, lights, heat, refreshments, attendants, messengers, waiting rooms, meeting-rooms, lavatories, bath, house laundry conveniences, electric conveniences, *garges, recreation facilities, and other advantages* which from time to time the company shall consider desirable, or provide for such management, letting and advantages as aforesaid by employing any person, *firm or company carry out or supply the same on such terms as the company may think fit.*
2. To carry on the business as agriculturists, planters, cultivators, horticulture or any other kind of produces.
3. To carry on the business as selling and or purchasing agents, distributors, representatives, manufacturers or dealers, merchants, imports, traders, contractors, ware-housement, buy upon, pledge or otherwise deal in goods stores consumable articles, chattles and effects of all kinds in any place and to transact every kind of agency business & to engage in any

business transactions which may seem directly or indirectly conducive to the interests of the company.

IV. The liability of the members of the company is limited.

V. The Authorised Share Capital of the Company is Rs.1,00,000/- (Rupees One Lakh only) divided into 10,000 (Ten Thousands only) equity shares of Rs.10/- (Rupees ten only) each. with power to increase and reduce the same in accordance with the provisions of the Companies Act, 1956.

We, the several persons, whose names and addresses have been subscribed hereunder are desirous of forming into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sl.No	Names, Addresses, Description and Occupation of subscribers & Signatures	No. of Equity Shares Taken by each subscriber	Names, Addresses, description, occupation and signature of witness
1.	K. ANIL KUMAR REDDY S/o. Srinivas Reddy Engineer, Flat No. 501, 1-2-606/80, Indira Park Hyderabad	100 (Hundred only)	V.M.G.K.MURTHY, S/o. V.Yejnanarayana Chartered Accountant 1-2-383, Domalguda, Hyderabad - 500 029.
2.	K. KIRAN JYOTI W/o. K. Anil Kumar Reddy, Flat No. 501 1-2-606/80, Ramanad Nagar Hyderabad	100 (Hundred only)	
	Total No. of Equity shares	200 (Two hundred only)	

Place: Hyderabad

Date: 22-11-94

**UNDER THE COMPANIES ACT, 1956
(1 OF 1956)**

A COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

KEERTHI ESTATES PRIVATE LIMITED

PRELIMINARY

1. Subject as hereinafter otherwise provided, the regulations contained in Table 'A' in Schedule 1, to the Companies Act, 1956, hereinafter referred to as the Act, shall apply to this Company as far as they are applicable to private companies except as otherwise provided/modified impliedly or expressly by the following Article.

2. This Company is a Private Limited Company within the meaning of Section 3(1)(iii) of the Companies Act, 1956 and accordingly the following provisions shall have effect, namely:

- (a) The number of members of the Company (Exclusive of persons, who are in the employment of the Company and persons who having been formerly in the employment of the Company; were members of the Company, while in that employment and have continued to be members after the employment ceased) is not to exceed Fifty Provided where two or more persons hold one or more shares in the company jointly, they shall for the purpose of this clause, be treated as a single member.
- (b) Any invitation to the Public to subscribe for any shares in or debentures of the Company is hereby prohibited; and
- (c) The right to transfer of shares shall be restricted as hereinafter provided.

SHARE CAPITAL

3. The Authorised Share Capital of the Company is Rs. 12,00,00,000/- (Rupees Twelve Crores Only) divided into 1,20,00,000 (One Crore Twenty Lacs Only) equity shares of Rs. 10/- (Rupees Ten Only) each, with power to increase and reduce the same in accordance with the provisions of the Companies Act, 1956.

several classes and to attach thereto respectively such preferential qualified or special rights, privileges and conditions as may be determined by or in accordance with the Companies Act, 1956 for the time being in force and the regulations of the company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may, for the time being be provided by the regulations of the Company.

- 4. The shares of the Company shall be under the control of the Directors who may allot, transfer or otherwise dispose of the same at part or at a premium to such person or persons and for such consideration upon such terms and conditions and at such time as they think fit.
- 5. Subject to the provisions of Section 80 of the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable to be redeemed on such terms and in such manner as the Company, before the issue of the shares may by a special resolution, determine.
- 6. No person shall be recognised by the Company as holding any share upon trust and the Company shall not be bound by or be compelled to recognise any equitable contingent, feature or partial interest in any share, or any interest in any fraction part of a share, or (except only as by these regulations or by law otherwise expressly provided) any other rights in respect of any shares except an absolute right to the entirety thereof in the registered holder.

SHARE CERTIFICATE

- 7. Every member shall be entitled to one certificate for the shares registered in his name. Such certificate shall be issued in accordance with the Companies (Issue of Share Certificate) Rules 1960 specifying the share or shares held by the member and the amount paid thereon, under the common seal of the Company. In respect of share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate to one of the several joint share holders shall be sufficient delivery to all such holders.
- 8. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding two rupees and on such terms if any, as to evidence and indemnity as the Directors may think fit.

LIEN

9. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member either alone or jointly with any other person and upon the proceeds of sale thereof, for his debts, liabilities and engagements whether solely or jointly with any other person to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not and such lien shall extend to all dividends, from time to time declared in respect of such shares. But the Board of Directors may at any time declare any shares to be exempted wholly or partly from the provisions of this Article.
10. The company may sell, in such manner as the Director think fit, any shares on which the Company has a lien if no sale shall be made unless a sum in respect of which the lien exist is presently payable and not until the expiration of 14 days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled there to by reason of death or Insolvency.
11. The proceeds of the sale shall be received by the Company and applied towards satisfaction of such debts, liabilities and engagements in respect of which the lien exists and residue, if any, shall subject to a like lien for sums not presently payable as existed upon the sale, be paid to the person entitled to the shares at the date of the sale.

CALL ON SHARES AND FORFEITURE

12. The Directors may from time to time make such calls upon members in respect of all moneys unpaid on their shares. A call shall be deemed to have made at the time when the resolution of the Directors authorising such call was passed.
13. In regulation 13 (1) of table 'A' the words "Provided that no call shall exceed one fourth of the nominal value of the shares or be payable at less than one month from the date fixed for the payment of last preceding call", shall be omitted.
14. If any member fails to pay call on the day appointed for payment thereof the Directors may at any time thereafter serve a notice on him requiring him to pay the call with any interest which may have accrued. The notice shall name a further day (not earlier than the expiry of 14 days from the date of service of notice) on or before which payments required by the notice are to be made and it also shall state that in the event of non-payment at or before the time appointed the share in respect of which the call was made will be liable be forfeited.
15. If the requirements of any such notice or not complied with by the member in respect of which a notice has been given may at any time thereafter be forfeited by a resolution of the Board of Directors to the effect.
16. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors may unanimously decide and at any time before the sale or disposition the forfeiture may be cancelled on such terms as the Directors may think fit.

TRANSFER OF SHARES

17. Save as hereby otherwise provided no shares shall be transferred to any person who is not a member of the Company so long as any member is willing to purchase the same at the fair value to be determined in the manner hereinafter provided.

18. Except as hereinafter provided, no shares in the Company shall be transferred unless and until rights of redemption hereinafter conferred shall have been exhausted.
19. In order to ascertain whether any member is willing to purchase a share, the person proposing to transfer the same (hereinafter called the 'retiring member') shall give a notice in writing (hereinafter called the 'sale notice') to the Board of Directors about his desire to sell. Every such sale notice shall specify the distinctive number of the shares which the retiring member offers for sale and the sum he fixes as fair value and shall constitute the Board of Directors as his agent for the sale of the shares to the members or person selected by the Board of Directors at the price so fixed at the option of the purchaser at a fair value to be fixed in accordance with these Articles. No sale notice shall be withdrawn except with the sanction of the Board of Directors.
20. The Board of Directors, shall within 30 days after the service of a sale notice find a member willing to purchase (hereinafter called the 'purchasing member') the shares comprised therein and shall give notice thereof to the retiring member, the retiring member shall be bound upon payment of the price fixed by him or the fair value as the case may be, to transfer the shares to such purchasing member.
21. In case of any difference arising between the retiring member and the purchasing member as to the fair value of the share, the same shall be fixed by the Auditors of the Company or by any Arbitrator or Arbitrators mutually appointed by both retiring and the purchasing member and approved by the Board of Directors.
22. In the event of the retiring member failing to carry out the sale of any shares which shall have become bound to as aforesaid, the Board of Directors may execute a transfer in his name and may give a receipt for the purchase price of such shares and may register the purchasing member as holder thereof and issue to him a certificate for the same. There upon the purchasing member shall become indefeasible entitled thereto. The retiring member in such case shall be bound to deliver his certificate for the said shares and on such delivery shall be entitled to receive the purchase price without interest and if the certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Board of Directors shall issue to him a certificate for such shares.
23. If the Board of Directors cannot within the period of 30 days after the service of the sale notice, find a purchasing member for all or any of the shares comprised therein and give notice accordingly or if though no fault of the retiring member, the purchase of any shares in respect of which sale notice have been given, shall not be completed within 30 days from the service of such notice the retiring member shall at any time within three months thereafter be at liberty, subject to Article 2 hereof to sell and transfer the shares comprised in his sale notice.
24. The Director may refuse to register any transfer of shares:
 - (a) Without assigning any reason therefore
 - (b) Where the company has a lien on the Shares
 - (c) Where the result of such registration would make the total number of members exceed the limit mentioned in Article 2. But clause(c) of Article this shall not apply where the transferee is already a member.
25. No transfer shall be made to an insolvent or a person of unsound mind.
26. A sum of Rupee one may be charged by the Company for each transfer registered.

PROCEEDINGS OF GENERAL MEETINGS

27. The Directors may, if they think fit, convene the General Meeting other than the Annual General Meeting of the company by giving a notice there of any period which may be less than seven days. It shall not be necessary for Directors to annex explanatory statement of the notice calling any General Meeting. Any accidental omission to give such notice to or non-receipt of such notice by any member shall not invalidate the proceedings of the General Meeting 21 days notice shall be given for the Annual General Meeting.
28. No business shall be transacted at any General Meeting unless a quorum of members is present. Two members present in person shall be the quorum for a General Meeting.

BOARD OF DIRECTORS

29. Unless and until otherwise determined by the Company in General Meeting, the number of Directors shall not be less than Two and not more than Twelve including the Managing Director or Nominated Director.
30. The First Directors of the Company shall be:
 1. K. ANIL KUMAR REDDY
 2. K. KIRAN JYOTHI
31. Subject to Article 29 above, the Company in General Meeting may appoint any time and from time to time any person as Director or Directors and may fix the tenure of office and other terms and conditions in respect thereof.
32. The Directors appointed hereby shall not retire by rotation and shall continue to be the Directors of the Company till they cease to be Directors in accordance with the Companies Act, 1956.
33. Any person whether member of the Company or not may be appointed as a Director and no qualification by way of share holding shall be required from any Director.
34. The Board of Directors shall have power to appoint Additional Directors subject to the maximum mentioned in Article 29. The Additional Directors shall hold office until the next Annual General Meeting, wherein they shall be eligible for re-appointment.
35. Subject to Article 29 the Company may under any agreement with any Corporation or Institution, for obtaining financial aid or subscriptions for its shares or under any agreement with any foreign collaborators, give such Corporation or Institution or foreign collaborators power to appoint one or more persons to be Directors of the Company and to remove such Director/Directors and appoint another/other in his/their place. Such Directors shall not be liable to retire by rotation.
36. Every Director shall be paid a sitting fee of such sum not exceeding Rs.250/- as may be determined by the Board, for every meeting of the Directors or of any sub-committee thereof at which he shall be present besides the expenses mentioned in Regulations 65(2) of Table A.
37. (a) The Board of Directors may meet for the despatch of business, adjourn and otherwise regulate its meetings and proceedings, as they think fit.

- (b) A meeting of the Board of Directors shall be held atleast once in every three calander months as required by section 285 of the Act.
38. The quorum for a meeting of the Board of Directors shall be 1/3 of its total strength (any fraction contained in that 1/3 being round off as one) or two Directors whichever is higher.
39. The management and control of the business of the Company shall be vested with the Board of Directors, who may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not by the act expressly direct or required to be exercised or done by the Company in General Meeting.
40. The Board of Directors may appoint one or more of their body to be the Managing Director or Managing Directors of the Company for such period and on such terms and conditions as they deem proper.
41. The Board of Directors may at any time, appoint one or more of themselves to be a whole time Director or Directors of the Company for such period and on such terms and conditions as they deem fit, subject to the provisions of the Sec.314 of the Act.
42. Subject to the provision of the act, the Board of Directors may give to the Managing Director and whole time Directors for attending to the business and affairs of the company, such remuneration by way of monthly payment or a specified percentage of the net profits of the Company or partly by one way and partly by the other as they think fit. The Board of Directors may also to them the benefits of the Company or partly by one way and partly by the other as they think fit. The Board of Directors may also to them the benefits of Provident Fund, bonus, gratuity, pension and other retirement allowances as they deem fit.
43. Subject to the provision of the Act, if any Director shall be appointed to advise the Board of Directors as an expert or be called upon to perform extra services to the Company the Board of Directors may pay to such Director such special remuneration as they think fit, in addition to the payment specified in the last proceeding Article.
44. The Board of Directors, may subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body, and such other persons as it thinks fit and or to the Managing Director. Any Committee so formed or the Managing Director shall in the exercise of the powers so delegated, confirm to any regulations that may from time to time be imposed upon it or him by the Board.
45. The Directors may from time to time raise or borrow any sums of Money, for and on behalf of the Company from the members or other persons, companies, banks, or financial institutions or any of the Directors may himself advance money to the Company on such interest as may be approved by the Board of Directors.
46. The Directors may from time to time secure the payment of such money in such manner and upon such terms and conditions, in all respects as they think fit and in particular by the issue of debentures or bonds of the company or by mortgage or charge of all or any part of the company and of its uncalled capital for the time being.
47. The Directors may receive deposits bearing interest at such rates as the Directors may fix which may be made payable monthly, quarterly, half yearly, or yearly.
48. Subject to the provisions of the Act, the directors may from time to time, entrust to and confer upon the Managing Director for the time being, such of the powers exerciseable under these presents by the Directors as they may think fit, and may offer such powers for such time, and to be exercised for such objects and purposes upon such terms and conditions with such

restrictions as they think expedient and they may from time to time, withdraw, revoke, alter or vary all or any such powers.

49. The Board of Directors shall provide a common seal for the company and for the safe custody thereof. The seal not be applied on any instrument except by an authority or a Committee authorised/appointed by the Board in that behalf and in the presence of two Directors, such Directors, shall sign every instrument to which seal of the Company is so affixed in their presence.

ACCOUNTS

50. The Board of Directors shall cause, that in accordance with section 209 of the act, proper books of account are kept at the registered office of the Company or at such other place in India as they think fit.
51. The Books of accounts shall be open for inspection to the Directors during business hours. No member shall be entitled to inspect the Company's books without the permission of the directors or to require discovery of and information respecting any detail of the Company's trading or any matter which is or may be in the nature of trade secret or secret process or trade mystery which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it will not be expedient in the interest of the Company to communicate to the public.

INDEMNITY

52. Subject to the provisions of Sec. 201 of the said Act and so far as such provisions permit, every Director, Manager, Secretary, Auditor and other officer or servant of the Company shall be indemnified by the Company against any claim and it shall be the duty of the Directors, out of the funds of the Company to pay, all costs, losses and expenses which any such persons may incur become liable to by reason of any contract entered into or act or thing done by him such Director or Officer, Auditor or Servant, or in any way in the discharge of his duties including travelling expenses, and the amount for which indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

SECRECY CLAUSE

53. Every Director, Manager, Trustee, Member of the Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall be deemed to have pledged himself to observe a strict secrecy respecting all transactions of the Company with the customers and the state of the accounts with individuals in matters relating thereto and shall be deemed to have pledged himself not to reveal any of the matters which come to him knowledge in the discharge of his duties except when required so to do by the Directors or by a Court of law as the case may be except so far as may be necessary in order to comply with any of the provision in these presents contained.

INSPECTION

54. The Directors shall from time to time determine whether and to what extent and what times and places and under what condition or regulation, the accounts, books and documents of the Company or any of them shall be open to the inspection of the members and no member

(not being a Director) or any of them shall have any right of inspecting any accounts books or documents of the Company except as conferred by statute or authorised by the Directors or by a resolution of the Company in General Meeting. The Books, Registers, and other documents required to be maintained by the Company and kept open for inspection under provisions of the Company Act, and particularly Sec.49, 114, 118, 196, 263, 301, 302, 304, 307 and 362 of said Act, shall be available for inspection at the Registered Office of the Company by the persons entitled thereto to the extent and in the manner and on payment of the requisite fee, if any specified in the aforesaid provisions, between such other hours of 10 am and 12 noon on each business day or between such other hours or such other times as the Directors may from time to time determine. Provided, however, that the Registers required to be maintained under Sec.307 of the Act shall be open for inspection of the members or holders of debentures of the Company between the above mentioned hours only during the period prescribed by sub-section 5(a) of the Sec.307 of the said Act.

WINDING UP

55. In a winding up the liquidator may, with the sanction of a special resolution, distribute all or any of the assets of the Company in specie among the contributors in accordance with their respective rights, Subject to provisions of Sec.511 of the Act:

Sl.No	Names, Addresses, Description and Occupation of subscribers & Signatures	Names, Addresses, description, occupation and signature of witness
1.	K. ANIL KUMAR REDDY S/o. Srinivas Reddy Engineer, - Flat No. 501, 1-2-606/80, Indira Park Hyderabad	V.M.G.K.MURTHY, S/o. V.Yejnanarayana Chartered Accountant 1-2-383, Domalguda, Hyderabad - 500 029.
2.	K. KIRAN JYOTI W/o. K. Anil Kumar Reddy, Flat No. 501 1-2-606/80, Ramanad Nagar Hyderabad	

Place: Hyderabad

Date: 22-11-94

