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THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

QUEST SOFTECH (INDIA) PRIVATE LIMITED

Stamp: 24/03/2000  
 Seal: Registrar of Companies, Maharashtra  
 Text: DEPT. OF REGISTRAR OF COMPANIES, MAHARASHTRA  
 Text: Asstt. / Addl. Registrar  
 Text: MAH/CSO/003  
 Text: GENERAL STAMP OFFICE  
 Text: TOWN/SHAL FORT,  
 NUMERICAL NO. 023,  
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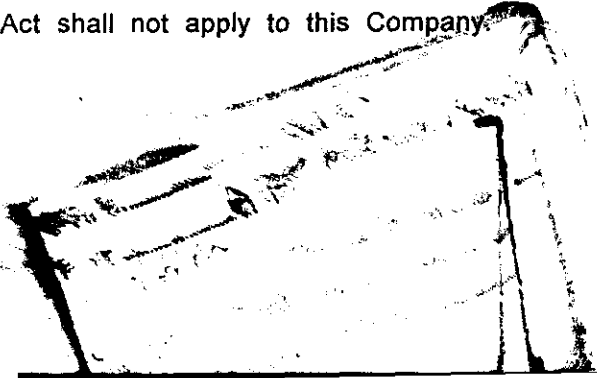
Provisions of Table "A" applicable.

1. Regulations contained in Table "A" in the first schedule to the Companies Act, 1956, shall apply so far as they are applicable to a Private Limited Company and so far only as are not inconsistent with any of the provisions contained in these Regulations.

Certain Clauses of Table "A" not applicable.

2. Clauses Nos. 5, 21, 25, 26, 27, 59, 64, 66, 81 and 84 of the Companies Act, 1956 shall not apply to this Company. The provisions of Section 171 and Sections 173 to 175 of the Act shall not apply to this Company.

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**PRIVATE COMPANY**

3. *The Company is a Private Company within the meaning of Section 3(1) (iii) of the Companies Act, 1956, and accordingly :*

- (a) *The number of the members of the Company (exclusive of person 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) shall not exceed fifty but where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this paragraph be treated as a single member.*
- (b) *No invitation shall be issued to the public to subscribe for any shares in or debentures of the company.*
- (c) *The right of transfer of shares of the company is restricted as hereinafter provided.*

**SHARES*****Shares to be under the control of Directors.***

4. *The Shares shall be under the control of the Directors who may issue, allot or otherwise dispose of the same to such persons on such terms and conditions and at such time as the directors think fit and with full power to give to any person the option to call for any shares either at par or at a premium and for such consideration as the directors think fit. The directors shall have the absolute power to divide the shares in the original or any increased capital into different classes and attach thereto at their discretion any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise.*

***Redeemable Preference Shares.***

5. *Subject to the provision of section 80 of the act, the company shall have the power to issue shares which are at the option of the Company to be redeemed and the resolution authorising such issue shall prescribe the manner, terms and conditions of redemption.*

***Power to reduce share capital.***

6. The Company shall have the power to reduce the share capital in the manner provided in section 100 to 105 of the act or any statutory modification thereof.

**TRANSFER AND TRANSMISSION OF SHARES**

***Register of transfers.***

7. The Company shall keep a book to be called the Register of Transfers and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share.

***right to decline registration of transfer.***

8. The Board may decline to register any transfer of shares and shall not be bound to give any reason for such refusal. This Article shall also apply in the case of a transferee who is already a share holder.

Without prejudice to the generality of the aforepower, the board may refuse to register any transfer of shares:

- (i) where the company has lien on a share; or
- (ii) in the case of shares not fully paid up where it is not proved to their satisfaction that the proposed transferee is a responsible person; or
- (iii) where the Directors are of the opinion that the proposed transferee (not being already a member) is not a desirable person to admit to membership; or
- (iv) where the result of such registration would be to make the number of members exceeds the limit fixed by the Article 3 above.

***Manner of transferring shares.***

9. Notwithstanding the restrictions herein contained any share may transferred by a member to another member and to lineal ascendants and descendantants, mother, brother, sister, daughter, son, wife, husband, brother's wife, sister's husband, wife's brother, son's wife, daughter's husband, nephews, nieces of any member and any share of a deceased member may transferred by his legal

representatives to any of the above persons and the shares of any member may transferred to the trustees of any deed of settlement or will executed by the member in respect thereof provided such trustees be any such relative of such member and shares standing in the name of the trustees of such settlement or will of any member may be transferred upon any change of trustee or trustees or the time being of such settlement or will be provided such trustees be any such relative of the member as aforesaid.

***Existing members to have right of pre-emption.***

10. Except as herein provided no shares in the Company shall be transferred unless and until rights of pre-emption hereinafter conferred shall have been exhausted.

***Notice of desire of transfer to be given***

11. Any member who intends to transfer shares (hereinafter called the "Vendor") shall give notice in writing to the board of his intention. That notice shall constitute the Board, his agent for the sale of the said shares at a price to be agreed upon by the vendor and the Board or in the event or dis-agreement at a price which the auditors of the company for the time being shall certify in writing, to be the fair value thereof as between a Vendor and a Purchaser. In certifying the fair value, the Auditors shall be acting as an expert and not as an arbitrator and accordingly the Indian Arbitration Act, 1940, shall not apply.

***Board to give notice to members.***

12. Upon the price being settled as aforesaid, the Managing Director or Directors who are attending the duties of the Company shall in the first instance be entitled to purchase the said shares or any part thereof, as aforesaid, the Board shall give notice to all members of the Company to the number and price of the shares to be sold and invite each of them to state in writing within 28 days from the date of the said notice whether he is willing to purchase any, if so what maximum number of the said shares.

***To allocate shares to members.***

13. At the expiration of the 28 days, the Board shall allocate the said shares to or amongst the member or members who has have expressed his or their willingness to purchase and if more than one, so far as may be possible prorata according to the number of shares already held by them respectively.

Upon such allocation being made, Vendor shall be bound on payment of the said price to transfer the shares to the Purchaser or purchasers and if he makes default in so doing the board may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the Register of Members as holder of the said shares purchased by him.

***Share not taken by the members may be transferred to others.***

14. In the event of the Shares not being sold as aforesaid, the Vendor may sell and transfer, his shares at any price, to any person subject to approval by the Directors.

***Title in case of deceased member, etc.***

15. Any person becoming entitled to a share in consequence of the death or insolvency of a member shall upon such evidence being produced as may from time to time be required by the Directors, has the right, either to be registered as a member in respect of the share or instead of being registered himself to make such transfer of the share as the deceased or insolvent person could have made but the Directors shall in either case have the same rights to decline or suspend registration as they would have had in case of a transfer of the share by the deceased or insolvent person before the death of insolvency.

Nothing contained in these Articles shall release the estate of a deceased joint holder from any liability in respect to any share which had been jointly held by him with other persons.

***Application to be made by transferor or transferee.***

16. (a) An application for the registration of the transfer of shares may be made either by the transferor or the transferee provided that where such application is made by the transferor no registration shall in the case partly paid up shares be effected unless the Company gives notice of the application to the transferee and subject to provision of sub-clause (f) hereof the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice enter in its Register of Members the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.

***Notice to transferee***

- (b) For the purpose of sub-clause (a) notice to the transferee shall be deemed to have being duly given if sent by prepaid post to the transferee at the address given in the instrument of transfer and shall be deemed to have been delivered in the ordinary course of post.

***Transfer to be presented with evidence of title***

- (c) It shall not be lawful for the Company to register or transfer of any shares unless proper instrument of transfer duly stamped and executed by the transferor or the transferee has been delivered to the Company along with the shares scrips provided to the Company along with the shares scrips provided on proof of loss to the satisfaction of the Directors of the Company of the instrument of transfer signed by the transferee and bearing the stamp required by an instrument of transfer, the Directors may register the transfer on such terms as to indemnify and/or otherwise as the Directors may think fit.

***Notice of refusal.***

- (d) If the Company refuses to register the transfer of any shares, the Company shall within two months from the date on which the instrument of transfer was lodged with the Company send to the transferee and the transferor, notice of refusal.

***Restriction to register shareholder.***

- (e) Nothing in clause (c) shall prejudice any power of the Company to register as share holder any person to whom the right to the share has been transmitted by the operation of any law.

***Retention or return of instrument.***

- (f) Nothing in these Articles shall prejudice any power of the company to refuse to register the transfer of any shares. The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of the transfer which directors may decline to register shall in demand be returned to the persons depositing the same.

***Restricted right of transfer***

17. No person shall exercise any rights or privileges of shareholders until he shall have paid all sums (whether in respect of call otherwise) for the time being due in respect of the shares held by him or due in any manner whatsoever to the Company.

***Closure of transfer books***

18. The transfer books and registers of Members and Registers of debentures holders may be closed during such time all times not exceeding in whole a period of 45 days in each year as the Directors may think but in such manner that such a period does not exceed thirty days at a time.

***Transfer of Debentures***

19. The provisions of these articles shall mutatis mutandis apply to the transfer or transmission by operation of law of rights to the debentures of the Company.

***The Company not liable for disregard.***

20. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect by any transfer of shares or purporting to be made by any apparent legal thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right, title or in the shares, notwithstanding that the Company may have had notice of such equitable rights, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred there to in any books of the company, and the Company shall not bound or required to regard or attend to give effect to any notice which may given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting to do so, thought it may have been entered or referred to in some books of the Company but the Company shall nevertheless, be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

**DIRECTORS*****Number of Directors***

21. The number of Directors shall not be less than 2 (two) or more than 8 (eight)

***First Directors***

22. (1) The First Directors of the Company shall be:

1. MR. NAVIN SUNDERDAS JAGESHA

2. MR. DHIREN B. KOTHARY

***Additional Directors.***

(2) Any person appointed as Additional Directors of the Company shall hold office for such period and upon such conditions as may be specified subject nevertheless to the provisions of the Companies Act, 1956.

***Appointment of Directors of casual vacancy.***

(3) Subject to the provisions of the Act, the Directors shall have power at any time to appoint any person as a Director to fill a casual vacancy. Any Director appointed to fill a casual vacancy shall hold office only upto the date which the Directors in whose place he is appointed would have held office if it had not been vacated.

***Alternate Director.***

(4) The Board of Directors may appoint any Alternate Director in accordance with Section 313 of the Act.

***Share Qualification.***

23. Director need not hold any shares in the Capital of the Company to qualify him to be a Director of the Company.

***Managing Director.***

24. The Directors may from time to time appoint and/or remove any one (or more) of their body to be a Managing Director(s), Technical Director/non Technical Director, Marketing Director, Executive Director, Whole-time Director, Research & Development Director for such period and upon such terms as



they think fit and may vest in such Director or Directors such of their powers hereby vested in the Directors generally as they think fit and such power may exercisable for such period or periods and upon such terms and conditions and subject to such restrictions and generally upon such terms as to remuneration of such Directors may be by way of salary, perquisites or commission or participation in profits or by any of all those modes.

#### ***Debenture Directors***

25. Any trust deed for securing debentures or debenture stock may, if so arranged provides for the appointment from time to time, by the trustees thereof or by the holders of debentures or debenture-stock, of some person to be a director of the Company and may empower such trustees or holder of debentures or debenture-stock from time to time, to remove and reappoint any director so appointed. The Director appointed under this Article in herein refer to as "Debenture Director" means the Director for the time being in office under this Article. The debenture director shall not be liable to retire by rotation or be removed by the Company. The trust deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.

#### ***Government Director***

26. If and when the Company receives any loan or assistance in whatsoever shape from the Central or State Government or from any Finance Corporation of the said Government the Company shall be entitled to agree with the central or state government or such Finance corporation, as the case may be, and if so agreed, they shall have the right to appoint one person as a Director on the Board of Directors of the Company with power to remove such director from office on a vacancy being cause in such office from any cause whether by resignation, death, removal or otherwise to appoint person as Director of the Company. The Director appointed under this Article is hereinafter referred to as "Government Director" and the term "Government Director" means the Director for the time being in office under this Article. Such Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or subject to the provision of the Act to be removed from his office by the Company.

***Technical Director.***

27. If and when the Director desire to have any technical or expert person on the Board of Directors for the purpose of furthering the interest of the Company, the Director shall have power to appoint either by filling a casual vacancy or as an addition to the Board such technical or expert person as Director on the board of Directors of the Company. The Director appointed under this article is hereinafter referred to as the "Technical Director" and the term "Technical Director" means the director for the time being in office under this Article. Such Technical Director shall not be bound to hold any qualification share.

***Corporation Director***

28. Any bond or any other writing giving security issued or execute by the company in favour of any Finance Corporation or any credit corporation or any agreement executed by the company in favour of a credit corporation may provide for the appointment of a Director (in this present refer to as "The Corporation Director") for and on behalf of the holder of such bonds or such credits for such period as therein provided for not exceeding the period for which any amount may be outstanding under such bond or writing or agreement and for removal from office of such director, and or casual vacancy being caused whether by resignation, death, removal or otherwise, for the appointment of another director in the vacant place.

The Corporation Director shall be liable to retire by rotation and subject to provision of the Act be removed from his office by the Company.

***Nominee Directors***

29. (a) Notwithstanding anything to the contrary contained in this Article, so long as any moneys remain owing by the Company to Industrial Finance Corporation of India (IFCI), the Industrial Credit and Investment Corporation of India (ICICI) or to any other financing company or body out of any loans granted by them to the Company or so long as IFCI, ICICI or any other Financing Corporation or Credit Corporation or any other Financing company body each of which IFCI, ICICI or any other Finance Corporation or any other Financing Company or body is hereinafter in this Article referred to as "The Corporation"), the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors,

whole-time or Non-Whole-time (which Director or Directors is/are hereinafter referred to as Nominee Director/s") on the board of the Company and to remove from such office any person or persons in his/their place/s.

- (b) The Board of Directors of the Company shall have no power to remove from office of the Nominee Director/s. At the option of the Corporation such nominee director/s shall not be required to hold any qualification in the Company. Also at the option of the Corporation, such Nominee Director/s shall not be liable to retirement by rotation of Directors. Such as aforesaid, the Nominee Director/s shall be entitled to the same rights, privileges and be subject to the same obligation as any other Director of the Company.
- (c) The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation and the Nominee Director/s so appointed in exercise of the said power, shall ipso facto vacate such office immediately the moneys owing by the company to the Corporation is paid off.
- (d) The Nominee Director/s appointed under this Article shall be entitled to receive all notice of and attend all General Meetings. Board Meetings and all the Meetings if the committee of which the Nominee Director/s is/are member/s and also minutes of such meetings. The Corporation shall also be entitled to receive all such notice and minutes.
- (e) The Company shall pay the Nominee Director/s sitting fees and expenses which the Directors of the Company are entitled, but if any other fees, commission, moneys or remuneration in any form is payable to the Directors of the company, the fees, commission, moneys and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the company to the Corporation or the case may be to such Nominee Director/s.
- (f) Provided that if any such Nominee Director/s is/are an officer/s of the Corporation, the sitting fees in relation to such Nominee Director/s

shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

- (g) Provided further that if such Nominee Director/s is/are an officer/s of the Reserve Bank of India, the sitting fees in relation to such Nominee Director/s shall accrue to IDBI and the same shall accordingly be paid by the Company directly to IDBI.
- (h) Provided also that in the event of the Nominee Director/s being appointed as whole-time Director/s such Nominee Director/s shall exercise such powers and duties as may be approved by the lenders and have such rights as are usually exercised or available to a whole-time Director in the management of the affairs of borrower. Such Nominee Director/s shall be entitled to receive such remuneration fees, commission on moneys as may be approved by the lenders.

#### **Collaboration Directors**

30. In connection with any collaboration arrangement with any company or corporation or any firm or person for supply of technical know-how and/or machinery or technical advice the directors may subject to the provisions of Article 140 authorise such Company, Corporation, firm or person hereinafter in this clause referred to as "Collaborator" to appoint from time to time any person as a Director of the Company (hereinafter referred to as "Collaboration Director") and may agree that such Collaboration Director shall not be liable to retire by rotation and need not possess any qualification shares to qualify him for the office of such Director so however that such Collaborator Director shall hold office so long as such Collaboration arrangement remain in force, unless otherwise agreed between the Company and such Collaborator under the Collaboration arrangements or at any time thereafter.

The Collaborator may at any time and from time to time appoint such Collaboration Director appointed by it may at any time after such removal and also in the case of death or resignation of the person so appointed, at any time appoint any other person as a Collaboration Director in his place and such appointment or removal shall be made in writing signed by such Company or Corporation or any partner of such person and shall be delivered that every collaborator entitled to appoint a Director under this Article may appoint one such person as a Director and so that if more than one collaborator is so entitled there may be at any time as many collaboration Directors as the collaborators eligible to make appointment.

***Remuneration of Director***

31. A Director shall be paid Rs.250/- for each meeting of the Board or committee of the Board attended by him. The Directors shall also be paid their travelling, lodging and boarding expenses and such further remuneration (if any) as the Company in General Meeting may time to time determine.

***Special remuneration of Directors performing extra services.***

32. If any Director called upon to perform extra services or special exertions or efforts (which expression shall include work done by a Director as Member of any committee formed by a Director), the Board may arranged with such Director for such special remuneration for such extra services or special exertions or efforts either by way of a fixed sum or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration above provided.

***Travelling expenses incurred by Director not a bonafide resident of, Mumbai or by Director going out of Mumbai on Company's business.***

33. The Board of Directors may allow and pay to any Director who is not a bonafide resident of Mumbai and who shall come to Mumbai for the purpose of attending a meeting, such sum as the Board may consider fair compensation or for travelling, boarding, lodging, and other expenses in addition to his fees for attending such meeting as above specified, and if any Director be called upon to go or reside out of Mumbai on the Company's business, he shall be entitled to be paid and reimbursed any travelling or other expenses incurred in connection with the business of the Company.

***Board may appoint attorneys***

34. The Board of Director may at any time an from time to time by power of attorney, appoint any person or persons to be the Attorney or Attorneys of the company for such purposes an with such powers, authorities an discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Director may from time to time think fit and any such appointment (if the Directors think fit) be made in favour of the company or the members, directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the

directors had any such powers for the protection or convenience of persons dealing with such Attorneys as the Directors may think fit, and may contain powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the powers, authorities, discretion for the time being vesting in them.

#### **Seal**

35. (1) The board shall provide for the safe custody of the seal.
- (2) The Seal of the Company, shall not be affixed to any instrument except by the authority of a resolution of the Board or a Committee of the Board authorised by it in that behalf and except in the presence of at least one Director or any other person authorised by such Director for the purpose or any their person as the Board may appoint for the purpose in whose presence the Seal of the Company is affixed in accordance with this Article shall sign every instrument to which the Seal is so affixed.

#### **Notice of General Meeting**

36. (1) Seven day's notice of an Extraordinary General Meeting and twenty-one days' notice at the least of an Annual General Meeting (exclusive of the day on which notice is given) specifying the place, the day and the hour of meeting shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the company in the General Meeting to the members but the accidental commission to give to or the non-receipt of notice by any member shall not invalidate the proceeding at the General Meeting.
- (2) A General Meeting may be called after giving shorter notice than that specified in clause (1) if consent is accorded thereto.
- (i) in the case of an Annual General Meeting by all the members entitled to vote thereat; and
- (ii) in the case of any other meeting by members of the Company holding not less than 95 per cent of such part of the paid up capital of the Company as gives a right to vote at the meeting provided that where any members of the Company are entitled to vote only on some resolution to be moved at a meeting and not on the others those members

shall be taken into account for the purposes of this sub-clause in the former resolution or resolutions and in respect of the letter.

## CAPITALIZATION

### **Capitalization**

37. Subject to the provisions of the Act.

- (1) Any General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company (including profits or surplus moneys arising from realisation of any capital assets of the Company) standing to the credit of the Reserve Fund or any other Fund of the company or in the hands of the Company and available for dividend or representing the premiums received on the issue of share, and standing to the credit of the Reserve Fund or any other Fund of the Company or in hands of the Company and available for dividend or representing the premium received on the issue of share, and standing to the credit of share premium account be capitalised:
  - (a) by the distribution among the holders of the shares of the company or any of them on the footing that they become entitled thereto as capital in accordance with the respective rights and interest and in proportion to the amount paid up or shares, debentures or debenture stock, bonds or other obligations of the company; or
  - (b) by crediting shares of the company which may have been issued and are not fully paid up in proportion to the amount paid or credited as paid thereon, respectively, with the whole or any part of the sums remaining unpaid thereon, and the Directors shall give effect to such resolution and apply such portion of the profits or Reserve Fund or any other Fund as may be required for the purpose of making payment in full or part for the shares, debentures or debenture-stock, bonds or other obligations of the Company so distributed or (as the case may be) for the purpose of paying in whole or in part, the amount remaining unpaid on the share which may have been

issued and are not fully paid up, provided that no such distribution or payment shall be made unless recommended by the directors and if so recommended such distribution and payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

- (2) For the purpose of giving effect to any such resolution the directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and generally may make such arrangement for the acceptance, allotment and sale of such shares, debentures, debentures-stock, bonds to other obligations and fractional certificates or otherwise as they may think fit and may make cash payments to any holders of shares on the footing of the value so fixed in order to adjust rights and may vest any shares, debentures, debenture-stock, bonds or other obligations in trustees upon such trusts for adjusting such rights as may seem expedient to the directors. In cases where some of the shares of the Company are fully paid and others are partly paid, only such capitalization may be affected by the distribution of further shares in respect of fully paid shares, by crediting the partly paid shares with the whole or part of the unpaid liability thereon, but so that as between the holders of fully paid shares and partly paid shares the sums so applied in the payment of such further shares and in extinguishment or diminution of the liability on the partly paid shares shall be so applied *prorata* in proportion to the amounts then already paid or credited as paid on the existing fully paid and partly paid shares respectively. When deemed requisite a proper contract shall be filled in accordance with the Act and the board may appoint any person to sign such contract on behalf of the holders of the shares of the Company which have been issued prior to such capitalization and such appointment shall be effective.

## INDEMNITY

### ***Director's and others right to indemnify***

38. Every officer or agent for the time being of the Company shall be indemnified out of the funds of the Company against any liability incurred by him in defending any proceeding whether civil or Criminal, in which judgement is given in his favour



or in which he acquitted or in connection with any application under Section 633 in which relief is granted to him by the court.

**SECRECY CLAUSE**

***Secrecy Clause***

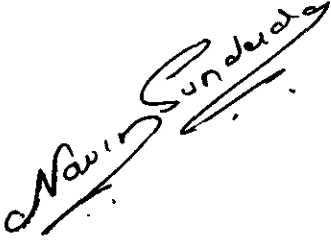

39. No member shall be entitled to visit or inspect any work of the Company without the permission of the Directors or any other person authorised on that behalf by the Director to require discovery of or any information respecting any details of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade secret process or any other matter which may relate to the conduct of the business of the Company which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

***General Authority***

40. Wherever in the Companies Act, 1956 it has been provided that any Company shall have any right, privilege or authority or that any company cannot carry out any transaction unless it is so authorised by its Articles then and in that case this Article hereby authorises and empowers this Company to have such right privilege or authority and to carry out such transactions as have been permitted by the Companies Act, 1956, without there being any other specific Article in that behalf herein provided.



We the several persons, whose names, addresses and descriptions are hereunder subscribed below, are desirous of being formed into a Company in pursuances of these Articles of Association.

Names, address, description and occupation the subscribers	Signature of Subscribers	Names, addressess description and occupation of witnesses
1) NAVIN S. JAGESHA S/O SUNDARAS D. JAGESHA 149, Behram Mahal, 534, Dhobi Talao, 2nd Floor, Mumbai - 400002 Professional		witness to all PRIMA H TRIVEDI W/O HIMANSHU A TRIVEDI A/201 VIRAL APTS LM ROAD BORIVALI (WEST) MUMBAI - 400103 SERVILET Trivedi
2) Dhiren B. Kothary S/O Bhogree V. Kothary 62 A Heermay, Runn Nagar, Borivali (W), Mumbai 400092 Professional		

DATED at Mumbai this 24<sup>th</sup> day of March, 2000