

MEMORANDUM
&
ARTICLES OF ASSOCIATION
OF
LANDMARK PROPERTY DEVELOPMENT
COMPANY LIMITED

(Formerly Konark Minerals Limited)

Certified to be true copy

For Landmark Property Development
Company Limited

Plawls

Company Secretary

For Landmark Property Development
Company Limited

Plawls

Company Secretary



कम्पनी रजिस्ट्रार कार्यालय, उड़ीसा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

14

क्रमांक : U13100OR1976PLC000719

मैसर्स KONARK MINERALS LTD.

कम्पनी के मेज़बान द्वारा सत्यापित करता हूँ कि मैसर्स
KONARK MINERALS LTD.

जो मूल रूप में दिनांक अठारह दिसम्बर उन्नीस सौ छिहत्तर को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
KONARK MINERALS LTD

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 (अ) दिनांक 24.8.1985 एस्.आर.एन. A30206031 दिनांक 23/01/2008 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
LANDMARK PROPERTY DEVELOPMENT COMPANY LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा कटक में आज दिनांक तेईस जनवरी दो हजार आठ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Orissa

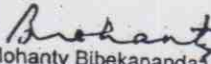
Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U13100OR1976PLC000719

In the matter of M/s KONARK MINERALS LTD.

I hereby certify that KONARK MINERALS LTD. which was originally incorporated on Twenty Eighth day of
December Nineteen Hundred Seventy Six under the Companies Act, 1956 (No. 1 of 1956) as KONARK MINERALS
LTD having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the
approval of the Central Government signified in writing having been accorded thereto under Section 21 of the
Companies Act 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No.
G.S.R 507 (E) dated 24/06/1985 vide SRN A30206031 dated 23/01/2008 the name of the said company is this day
changed to LANDMARK PROPERTY DEVELOPMENT COMPANY LIMITED and this Certificate is issued pursuant
to Section 23(1) of the said Act.

Given under my hand at Cuttack this Twenty Third day of January Two Thousand Eight.


(Mohanty Bibekananda)

कम्पनी रजिस्ट्रार / Registrar of Companies

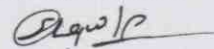
उड़ीसा
Orissa

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

LANDMARK PROPERTY DEVELOPMENT COMPANY LIMITED
RAJGANGPUR, SUNDARGARH - 770017,
Orissa, INDIA

Certified to be true copy

For Landmark Property Development
Company Limited



Company Secretary

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, उड़ीसा

15

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U13100OR1976PLC000719

मैसर्स KONARK MINERALS LTD.

के अंशधारकों ने दिनांक 22/12/2007 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

मेरे हस्ताक्षर द्वारा कटक में यह प्रमाण-पत्र, आज दिनांक तेईस जनवरी दो हजार आठ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Orissa

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

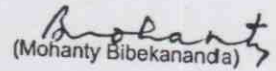
Certificate of Registration of the Special Resolution Confirming Alteration of Object
Clause(s)

Corporate Identity Number : U13100OR1976PLC000719

The share holders of M/s KONARK MINERALS LTD. having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 22/12/2007 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Cuttack this Twenty Third day of January Two Thousand Eight.


(Mohanty Bibekananda)

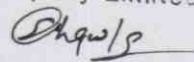
कम्पनी रजिस्ट्रार / Registrar of Companies

उड़ीसा
Orissa

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:
KONARK MINERALS LTD.
RAJGANGPUR, SINDARGARH - 770017,
Orissa, INDIA

Certified to be true copy

For Landmark Property Development
Company Limited



Company Secretary

Certificate of Incorporation

No. 719 OF 1976-77

I hereby certify that KONARK MINERALS LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at Cuttack this TWENTYEIGHTH day of December **One thousand nine hundred and Seventysix.**

One thousand eight hundred and ninetyeighth (Saka)

SEAL OF
THE REGISTRAR OF COMPANIES,
ORISSA.

Sd/-C. R. Das
(C. R. Das)
Registrar of Companies,
Orissa.

Certificate of Commencement of Business

Pursuant to Section 149 (3) of the Companies Act, 1956)

I hereby certify that the KONARK MINERALS LIMITED which was incorporated under the Companies Act, 1956, on the Twentyeighth day of December, 1976, and which has this day filed a duly verified declaration in the prescribed form that the conditions of Section 149(2) (a) to (c) of the said Act, have been complied with, is entitled to commence business.

Given under my hand at CUTTACK this Nineteenth day of JANUARY One thousand nine hundred and SEVENTYSEVEN.

SEAL OF
THE REGISTRAR OF COMPANIES,
ORISSA.

Sd/- C. R. Das
(C. R. Das)
Registrar of Companies
Orissa.

CERTIFIED TO BE TRUE COPY
FOR KONARK MINERALS LIMITED


DIRECTOR

(THE COMPANIES ACT 1956)

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

LANDMARK PROPERTY DEVELOPMENT COMPANY LIMITED

- I. The name of the Company is "LANDMARK PROPERTY DEVELOPMENT COMPANY LIMITED".

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

- II. The Registered Office of the Company will be situated in the State of Orissa.

- III. A. The main objects to be pursued by the Company on its incorporation are:-

(1) To search for, get, work, raise, recover, mine, make merchantable, purchase, sell and deal in iron, line, ore, iron and steel scrap, sheets and coils, coal, quartzite, Chromite, stone, lime, limestone, manganese, ferro manganese, magnesite, clay, fireclay, china clay, Ball clay and any other clay, brick-earth, bricks and other metals, minerals and substances, and to manufacture and sell briquettes and other fuel, and generally to undertake and carry on any business, transaction or operation commonly undertaken or carried on by explorers, prospectors, or concessionaires and to search for, win, work, get, calcine, reduce, amalgamate, dress, refine and prepare for the market and quartz and ore and mineral substances, and to buy, sell, manufacture and deal in minerals and mineral products, plant and machinery and other things capable of being used in connection with the mining or metallurgical operations or required by the workmen and other employed by the Company and to explore, prospect, take on lease or on royalty basis or otherwise acquire mines, mining rights and lands or any interest therein and to quarry, mine, dress, reduce, draw, extract, calcine, smelt, refine, manufacture, process and otherwise acquire, buy, sell or otherwise dispose of and deal in all types, qualities and descriptions of ores, metal and mineral substances.

- (2) To carry on the business as owners, builders, colonisers, developers, promoters, proprietors, occupiers, lessors, lessees and contractors, maintainers and mortgagers of residential, commercial and industrial, buildings, colonies, mills and factory's buildings, workshop's building, cinema's houses, malls and deal in all kinds of immovable properties whether belonging to the Company or not and to enter into alliances, joint ventures, partnerships or any other form of association with companies, partnership firms, individuals, or any other business entities for the business of the Company.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

- (3) To undertake and to carry on the business of purchasing, selling and developing any type of land or plot whether residential, commercial, industrial, rural or urban that may belong to Company or to any other person of whatever nature and to deal in land or immovable properties of any description or nature on commission basis and for that purpose to make agreements to sell the land of the Company or of any body else and to deal in building material electrical and civil materials.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

- (4) To erect and construct houses, buildings or civil and constructional works of every description on any land of the Company or upon any other lands or immovable property and to purchase, take on lease, acquire in exchange or otherwise own, hold, occupy, construct, erect, alter, develop, colonise, decorate, furnish, pull down, improve, repair, renovate, build, plan, layout, set, transfer mortgage, charge, assign, let out, hire, sublet or sublease all type of lands, plots, buildings, hereditaments, bungalows, quarters, offices, flats, Chawls, warehouses, godowns, shops, stalls, markets, hotels and restaurant's building, banquet halls, houses, structures, construction, tenements, roads, bridges, land, estates and immovable properties whether freehold or lease hold of any nature and description and wherever situated in way and partly consideration for a gross sum or rent or partly in one in other or any consideration.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

- (5) To act as an agent for purchasing, selling and letting on hire, land and houses whether multistory, commercial and/or residential buildings on commissions basis.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

- (6) To consolidate or subdivide, develop, maintain, purchase, sell and letting on hire farm houses and sheds and to let out the same on rental or licence basis and/or to sell the same on hire purchase or installment system or otherwise dispose off the same.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

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

- (1) To advance, deposit, or lend money, securities and property, (not amounting to the business of banking as defined under the Banking Companies Act, 1949) to or with such persons, firms or body corporate as the Company thinks fit and in particular to customers and others having dealings with the Company and on such terms as may seem expedient, and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents and to guarantee the performance of any contract by any such person.
- (2) To guarantee the payment of money secured by or payable under or in respect of bonds, debentures, debenture stock, contracts, mortgages, charges, obligations and other securities of any company or of any authority, Central, State, Municipal, local or otherwise, or of any person howsoever, whether incorporated or not incorporated and generally to transact all kinds of guarantee business, and to further transact all kinds of trust and agency business.
- (3) To purchase or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, hold, turn to account, dispose of, and deal in real and personal property and rights of all kinds, and in particular lands, buildings, hereditaments, business concerns and undertakings, debenture stocks, mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licence, stocks, shares, securities, bonds, policies, book debts and claims, privileges and chooses in action of all kinds, including any interest in real or personal property and any claims against such property or against any person or company,

and to carry on any business, concern or undertaking so acquired.

- (4) To receive money, securities, valuables of all kinds on deposit or safe custody (not amounting to the business of banking as defined under the Banking Companies Act, 1949) and to borrow or raise money in such manner as the Company shall think fit and in particular by issue of debentures or debenture stocks, (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or 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 any other person or company, as the case may be.
- (5) To draw, make, accept, endorse, discount, execute and issue promissory notes, hundies, bills of exchange, bills of lading, warrants debentures and other negotiable or transferable instruments.
- (6) To acquire from time to time and to manufacture and deal in all such stock-in-trade, plant and machinery, goods, chattels, and effects as may be necessary or convenient for any business for the time being carried on by the Company.
- (7) To invest and deal with the money of the Company not immediately required in such manner as the Company may deem fit.
- (8) To issue on commission, subscribe for, purchase or otherwise acquire and sell, dispose of, exchange, hold, and deal in shares, stocks, bonds, debentures, debenture stock, public securities or other securities issued by any authority, Central, State, Municipal, local or otherwise.
- (9) To communicate with Chambers of Commerce and other mercantile and public bodies throughout the world and concert and promote measures for the protection of the trade, industry and persons engaged therein.
- (10) To subscribe to become a member of, subsidies and co-operate with, any other association, whether incorporated or not, whose objects are altogether or in part similar to those of the Company, and to procure from and

communicate to any such association, such information as may be likely to forward the objects of the Company.

- (11) To build, construct, alter, enlarge, remove, pull down, replace, maintain, improve, develop, work, control and/or manage any building, offices, factories, mills, ships, machinery, engine, water-works, gas works, bridges, wharves, reservoirs, roads, railways, branches or siding, electric power, heat and light, supply works, telephone works, hotels, clubs, restaurants, baths, places of worship, places of amusement, pleasure grounds, parks, gardens, reading rooms, stores, shops, dairies and other works and conveniences which the Company may think directly or indirectly conducive to its objects or which may advance the interests of the Company and to contribute or otherwise assist or take part in the construction, maintenance, developments, working, control and management thereof and to join with any other person or company in doing any of these things.
- (12) To vest any 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, and with or without any declared trust in favour of the Company.
- (13) To purchase, take on lease, exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business.
- (14) To apply for, purchase or otherwise acquire, protect and renew in any part of the world patents, licences, concessions, patent rights, trade marks, designs and the like, conferring any exclusive or non-exclusive or limited right to their use, any secret or other information regarding any invention or research which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, develop or grant licence in respect thereof or otherwise turn to account the rights or information so acquired and to expend money in experimenting upon testing or improving any such patents, rights or inventions.

- (15) To acquire and undertake the whole or any part of the business, property or liabilities of any person, firm or body corporate, carrying on or proposing to carry on any business which the Company is authorised to carry on, or having property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- (16) To enter into any arrangements with any Government or any Authority, supreme, municipal, local or otherwise that may seem beneficial to any of the Company's objects and to apply for, promote and obtain any Act of Parliament, privilege, concessions, licence, or authorisation of the Government or any other authority local or otherwise for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company and to carry out, exercise and comply with any such act, privilege, concession, licence or authorisation.
- (17) To pay for any right or property acquired by the Company, and to remunerate any person, company or public bodies whether by cash payment or by allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (18) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, cooperation, joint venture or reciprocal concession, or for limiting competition with any person, firm or body corporate whether in India or outside carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company and further to enter into any arrangement or contract with any person, association or body corporate whether in India or outside, for such other purposes that may seem calculated beneficial and conducive to the objects of the company.
- (19) To establish, promote, or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the rights, liberties and properties

of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company or companies.

- (20) To lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part or parts of the undertaking of the Company or any land, business, property, rights or assets of any kind of the Company or any share or interest therein respectively in such manner and for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other body corporate having objects altogether or in part similar to those of the Company.
- (21) To establish and equip laboratories and carry on analytical, experimental and other work or undertaking and research in relation to the general objects of the Company.
- (22) To pay any premiums or salaries and to pay for any property, right or privileges acquired by the Company or for services rendered or to be rendered in connection with the promotion, formation of or the business of the Company or for services rendered or to be rendered by any person, firm or body corporate in placing or assisting to place or guaranteeing the placing of, any of the shares or the Company or any debentures, debenture stock or other securities of the Company or otherwise either wholly or partly in cash or in shares, bond, debentures or other securities of the Company, and to issue any such shares either as fully paid up or with such amount credited as paid up thereon as may be agreed upon, and to charge any such bond, debentures or other securities upon all or any part of the property of the Company.
- (23) To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental the promotion, formation, establishment and registration of the Company.
- (24) To adopt such means of making known the products, business and interests of the Company as it may deem expedient and in particular by advertising in the press, radio, television and cinema, by circulars, by purchase, construction and exhibitions of works of art or general

interest, by publication of books and periodicals and by granting prizes, rewards and donations.

- (25) To take into consideration and to approve and confirm and/or carry out all acts, deeds or things that may be done or entered into with any person, firm or body corporate by the promoters of the Company and further to enter into any arrangement, agreement or contracts with the promoters and to reimburse them for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the Company.
- (26) To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or noncontributory pension or superannuation fund and to give or procure the giving of donations, gratuities, pensions, allowances, emoluments, bonuses, profit sharing bonuses, benefits, or any other payment to any persons, who are or were at any time in the employment or service of the Company or its successors in business or of any company, which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time directors of the Company or any such other company as aforesaid and the wives, widows, families, dependents or connections of any such persons; and to provide for the welfare of all or any of the aforesaid persons from time to time by subscribing, subsidizing, or contributing to any institution, association, funds, clubs, trusts, profit sharing or other schemes and by building or contributing to the building of dwelling houses or quarters and by providing, subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance; and to make payments to or towards the insurance of any such person as aforesaid and to do any of the matters aforesaid either alone or in conjunction with any such other Company as aforesaid.
- (27) To aid pecuniary or otherwise any association, body or movement having for its objects the solution, settlement or summoning of industrial or labour problems or the promotion of industry or trade.
- (28) To subscribe or donate to or guarantee money for any national, philanthropic, charitable, benevolent, public,

general or useful object, fund or organization, association or institution or for any exhibition or for any purpose which may be likely directly or indirectly to further the objects of the Company or the interest of its members.

- (29) To make donations to such persons and in such cases and either of case or other assets as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.
- (30) To undertake and execute any trusts either gratuitously or otherwise.
- (31) In the event of winding-up to distribute all or any of the property of the Company amongst the members in specie or kind or any proceeds of sale or disposal of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (32) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees, or otherwise by or through trustees, attorneys, agents or otherwise and either alone or in conjunction with others and to establish offices, agencies or branches for carrying any of the aforesaid objects in India or elsewhere in the world and to undertake the management of any company or companies having objects altogether or in part similar to those of the Company.
- (33) 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. The other objects for which the Company is established are.

- (1) To carry on the business of spinners, weavers, manufacturers, balers and press of jute, jute cutting, jute rejections, Filax, Hemp and any other fibrous materials and the cultivation thereof and the business of buyers and sellers of and dealers in jute, jute cuttings, jute rejections and any other fibrous materials and to transact all manufacturing, curing and preparing processes and mercantile business that may be necessary or expedient and to purchase and vend the raw materials and manufactured articles.

- (2) To purchase, manufacture, produce refine, prepare, import, export, sell and to generally deal in sugar, sugar feets, sugar-cane, molasses, syrups, jaggery, melada and all products or by-products thereof and food products generally and in connection therewith to acquire, construct and operate sugar or other refineries, buildings, mills, factories and other works.
- (3) To establish, acquire, maintain and carry on the business of growers, cultivators, producers, planters, blenders, buyers, sellers, exporters, importers of and dealers in tea and to acquire by purchase or otherwise Tea Estates and gardens in the State of West Bengal, Assam and other States in India and also at places outside India.
- (4) To carry on the business of manufacture of and dealers in paper of all kinds and articles made from paper or pulp (mechanical or wood) and materials used in the manufacture or treatment of papers, including card board, card board boxes, straw boards, leather boards, mill boards, paste boards, pulp boards etc.
- (5) To manufacture, produce, refine, process, formulate, mix or prepare, mine or otherwise acquire, buy, sell, exchange, distribute, trade deal in import and export any and all classes and kind of chemicals, fertilisers, manures, their mixtures and formulations and any and all classes and kinds of chemicals, source materials, ingredients, mixtures, derivatives and compounds thereof, and any and all kinds of products of which any of the foregoing constitutes an ingredient or in the production of which any of the foregoing is used.
- (6) To purchase, manufacture, produce, refine, mine or otherwise acquire, invest in, hold, use, lease, mortgage, pledge, sell, assign, transfer or otherwise dispose of, trade, deal in and deal with any and all kinds of chemicals and source materials, ingredients, mixtures, derivatives, and compounds thereof, and any and all kinds of products of which any of the foregoing constitutes an ingredient or in the production of which any of the foregoing is used, including but not limited to medicines, pharmaceuticals, fertilizers and industrial chemicals of all kinds.

- (7) To carry on the business of chemists, druggists, drysalters, oil and colour men, importers, exporters and manufactures of, and dealers in, pharmaceutical, medicinal, chemical, industrial and other preparations and articles, compounds, all kinds of cements, cement products of any description, plasters, oils, paints, pigments and varnishes, drugs, dyeware, paint and colour grinders, makers of and dealers in proprietary articles of all kinds, and of electrical, chemical, photographic, surgical and scientific apparatus, and chemicals, phosphates, nitrates, caustic soda, chlorine products, iodine salts and minerals, organic and inorganic chemicals, heavy and light chemicals and fine chemicals petrochemical and alkalis and acids, soaps, toilet goods, oils, scents, attars, perfumes, scented oils, flavoured essences, floral synthetics, aromatics, mineral waters, wines, liquors, fruit essences, fruit seeds and by-products of fruits herbs and other articles.
- (8) To undertake the custody and warehousing of merchandise, goods and materials and to provide cold storage and other special storage facilities.
- (9) To carry on business as house, land and estate agents and to arrange or undertake the sale, purchase of, advertise for sale or purchase, assist in selling or purchasing and find or introduce purchasers or vendors of, and to manage land, buildings and other property, whether belonging to the Company or not, and to let any portion of any premises for residential, trade or business purposes, or other private or public purposes, and to collect rents and income and to supply to tenants and occupiers and others refreshments clubs, public halls, messengers, lights, waiting rooms, reading rooms, meeting rooms, lavatories, laundry conveniences, electric conveniences, garages and other advantages.
- (10) To carry on the business of Traders, importers, exporters, buyers, sellers, dealers, stockists, agents, distributors and concessionaires of all substances, merchandise, goods, chemicals, machinery, tools, implements, hardwires, articles, parts, apparatus, things, and materials and to undertake transact and execute all kinds of agency business and for such purpose to undertake,

manufacture of such articles and to do all such things as are incidental or conducive to the carrying on such business.

- (11) To produce, manufacture, refine, prepare, import, export, purchase, sell and generally to deal in all kinds of cement (Ordinary, white, coloured, portland, alumina, blast furnace, silica etc., etc.), cement products of any description (pipes, poles, asbestos sheets, blocks, tiles, garden-ware, etc. etc) and/or by-products thereof and in connection therewith to take on lease or acquire, erect, construct, establish, operate and maintain cement factories, quarries and collieries, workshops and other works.
- (12) To produce, manufacture, treat, purchase, sell or otherwise deal with Bricks, Tiles, Pipes, Pottery, Earthen-ware, Sanitary-ware, China and Terracotta, Refractories and Ceramic Wares of all kinds.
- (13) To manufacture, import, export, buy, sell, exchange, alter, improve, manipulate, prepare for market, supply and otherwise deal in all kinds of plant, machinery, apparatus, tools, stores and spare parts, utensils, substances, materials and goods, required for any manufacturing and other industries of whatsoever description.
- (14) To carry on in India or else where the business of mechanical engineering, iron-masters and manufacturers, processors, fabricators, drawers, Rollers and Re-rollers of steel & non-ferrous metals, shaftings, bars rods, flats, square from scrap, billets, ingots including manufacturing processing and fabricating of pipes, utensils, wire, nails, wire products, screws, expanded metal, hinges, plates, sheets, strips, hoops, rounds, circles, angles and to manufacture other allied products including hospital appliances and surgical instruments, and to act as exporters and importers and dealers in all such allied merchandise.
- (15) To carry on business as financiers, coconcessionaires, merchants and to undertake, and carry on and execute all kinds of financial commercial, trading and other operations. Provided the Company will not carry the business

of banking as defined under the Banking Companies Act, 1949.

- (16) To purchase or otherwise acquire any land, building or premises and to turn into account, develop, improve, after, demolish or let out for the purpose of carrying on the business of hotel, restaurant, cafe, motel and any other business which can be conveniently or usefully carried on in connection with the business of the Company.
- (17) To carry on the business of builders, contractors, promoters of all types of construction including roads, bridges, towers, factory buildings, residential flats, dwelling houses, hotels, restaurants, shops offices, and for that purpose, organise, incorporate and manage co-operative societies.
- (18) To carry on all or any of the business of cartage and haulage, contractors, garage proprietors, owners and charterers of road vehicles, aircraft, barges and boats of every description, charterers of ships and lightermen and carriers of goods and passengers by road, rail and water, forwarding, transport, commission, clearing and customs agents, packers, warehousemen, storekeepers or otherwise and jobmakers.
- (19) To manufacture, produce, buy, sell, dispose of and deal in gas, coke tar and other residual products and to acquire, construct, erect, maintain, work, and use such lands, buildings and other machinery and to supply all such materials, products and things as may be necessary in connection with the production, use, storage, supply and distributing of any of the products of the Company.
- (20) To carry on the business of manufacturers of and dealers in airconditioning and refrigeration equipments consumer and domestic appliances, radios and transistors, electronic equipment including television and computers, oxygen and acetylene, electrodes, weighing scales, batteries, agricultural equipments, thermometers, flash-lights, detonators and explosives, asbestos, starch, and by-products, wire ropes, linoleum, vinyl tiles, glass, calculators, typewriters and all forms of office equipments, magnets, gauges and precision instruments, conductors, rectifiers,

capacitors, meters, matches, grinding and abrasion equipment, lighting equipment, oils, manures, or any one or more such business in all or any of their respective branches.

- (21) To grant, purchase or sell annuities, either for lives or for years, or on survivorships, and either immediate, deferred, determinable, contingent, or reversionary and other estates, interests and securities, whether in real or personal property, and generally to undertake and transact all matters and business which may be in any way connected with or depend on contingencies.
- (22) To carry on the business of advertising agents, to acquire and dispose of advertising time, space or opportunities in any media; to undertake advertising and promotional campaigns of every nature and to carry on business of printers, publishers, decorators in connection with the General Advertising business and to do any other act or carry out any other contract for the promotion, continuance and advancement of the said business.
- (23) To carry on business of manufactures or dealers in, hires, repairers, cleaners, stores, (whether in bounded conditions or otherwise) and ware-houses, exporters and importers, retail or wholesale dealers of motor cars, lorries, motor cycles, aeroplanes, and carriages and all machineries, implements utensils, appliances, apparatus, lubricants, solutions, enamels and all things capable of being used therewith, or in the manufacture, maintenance and working thereof respectively, or in the constitution of any track or surface adapted for the use thereof.
- (24) To carry on the business of manufacturers of, processors, and/or importers, buyers, sellers, stockists and distributors of and/or dealers in synthetic rubber and elastomers, synthetic resins, oils both vegetable and minerals, carbon black, leather, hides, skins, latexes and formulations thereof including reclaimed rubber and other kinds of resins, rubber, leather and plastic products and goods including footwear.
- (25) To carry on business as dealers in, and producers of dairy farm and garden products of all kinds,

and in particular milk, cream, butter, ghee, cheese, poultry eggs, fruits and vegetables.

- (26) To carry on all or any of the business of dry cleaners, launderers, dyers, and other business of like kind, to dye, colour, bleach, size, wash, clean, dry, iron, press, disinfect and prepare for use, all manner of fibrous substances and all other kind of articles, domestic or otherwise. To prepare, produce, manufacture, buy, sell, and deal in all materials, articles, chemicals and things, capable of being used for the purpose of the above-mentioned businesses or any of them or likely to be required by any of them.
- (27) To export, import, buy, sell, barter, exchange, pledge, make advance upon, invest in and otherwise deal in gold, silver, bullion, stocks, shares, securities, and articles, produce and merchandise of all kinds or description either ready or for forward delivery.
- (28) To carry on and transact every kind of guarantee business, and every kind of indemnity business including therein the granting of policies, guarantee the fidelity of individuals, filling or about to fill situations of trust or confidence and such other description of ordinary guarantee business as the Company may from time to time think fit to conduct.
- (29) To finance or assist in financing the sale of all types of machinery, vehicles and goods, articles or commodities of all and every kind and description used for domestic purposes by way of hire purchase or deferred payment or similar transaction and to institute, enter into, carry on, subsidise, finance or assist in subsidising the sale and maintenance of any such goods upon any terms whatsoever.
- (30) To carry on the business of letting on hire, hire-purchase; or easy payment system, of appliances, fittings, machines, equipments, vehicles, furnitures, wireless and television receivers and other apparatus and all other things of whatsoever nature or description capable of inclusion in this class of business.

- (31) To act as consultants and to give advice on all aspects of business, organisation and industry and to advise upon the means and methods for extending, developing all types of business and industry and all systems or processes relating to production, storage, distributing, marketing and sale of goods and/or relating to the rendering of services.
- (32) To carry on the business of manufacturers, producers, refiners, developers and dealers in all kinds of plastics, resins and goods and articles made from the same and compounds, derivatives and by products thereof and to carry on research and development work in relation to the application of any chemical or other process to any material or substance aforesaid.
- (33) To carry on the business as wood and timber merchants, saw mill proprietors, painters, decorators and to carry on business as manufactures of and dealers in, plywood, hardboard, wood blocks for flooring and other purposes and articles of all articles of all descriptions wholly or partly made from wood, bricks, cement, stone, tiles, and building materials.
- (34) To carry on the business of tobaconists, cigar, cigarette, and snuff manufacturers and merchants, hair dressers, and buyers, sellers, manufacturers importers, exporters, and dealers of or in tobacco, cigars, cigarettes, snuff, pipes, matches, lighters, petrol and other lighters fuel, and other smokers requisites, walking sticks, umbrellas, tins, canisters, cardboard and other boxes, hair and other brushers, combs, razors, razor blades, scissors, soap, sponges, and other toilet requisites, newspapers, periodicals, magazines, books, playing cards and fancy goods and articles of every descriptions.
- (35) To undertake and acquire by purchase or otherwise the business of brewers, distillers and manufactures of and merchants and dealers in beer, wines, sprits, aerated waters, and liquors of every descriptions, whether intoxicating or not, and of jars, flasks, casks, bottles and other receptacles for the same and all other materials and things capable of being used in connection with any such manufacturers or business.

- (36) To manufacture, brew distill, process, dehydrate, can package, buy sell and deal in confectionery, dry and preserved fruits, juices, vegetable, packing materials, bread, flour biscuits, baking materials, beer, wines, alcohol and molasses, vanaspati, ghee, vegetable oils, processed food products, ice, ice cream, candy milk and milk-products, sweet, chocolates and all other eatables and sea products including fish, prawns, and other produce of the water.

And it is hereby declared that:-

- (i) the objects incidental or ancillary to the attainment of the main objects of the company as aforesaid shall also be incidental or ancillary to the attainment of the other objects of the Company herein mentioned.
- (ii) the word 'Company' in this clause except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether corporate or unincorporate, and whether domiciled in India or elsewhere.
- (iii) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no ways be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company.

(IV) The liability of the members is limited.

- (V) The authorized share capital of the Company is Rs.14, 10,00,000/- (Rupees fourteen crores ten lakhs only) consisting of 14,00,00,000 equity shares of Re.1/- (Rupee one) each and 1,00,000 preference shares of Rs.10/- (Rupees Ten) each with such rights, privileges, and conditions attached thereto as may be determined by the Company in general meeting at the time of issue. The Company has and shall always have power to divide the share capital, for the time being, into several classes and to increase or reduce its capital from time to time and to vary, modify or abrogate any rights, privileges or conditions attached to any class of shares in such manner as may for the time being provided by the regulations of the Company."

(As per special resolution passed at the Extra Ordinary General Meeting held on 8th November 2007)

25A

We, the several persons whose names and address are subscribed below, are desirous of being formed into a company in pursuance of these Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

We, the following persons whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Articles of Association.

SL. NO.	Names, address, descriptions and occupations of subscribers	No. of Preference or equity shares taken by each subscriber.	Names, addresses descriptions and occupations of witnesses.
1.	Sd/- Brij Rattan, BRIJ RATTAN, S/o Shri Hari Chand, N-66, Kirti Nagar, New Delhi - 110 015 Occupation- Service	15 (fifteen) Preference shares	Sd/- R L Gahi ROSHAN LAL GAHI, S/o Shri D R Gahi, B-98, Ashok Vihar, Phase - 1, Delhi-110 052 Occupation - Service
2.	S/d- S Narayanan, S NARAYANAN, S/o Shri T K Subramanian C/o Orissa Cement Limited Rajgangpur Occupation - Service	15 (fifteen) Preference shares	
3.	Sd/-A.N.A.Krishnan, A.N.A. KRISHNAN, S/o Late A.M.Narayana Iyer C/o Orissa Cement Limited Rajgangpur Occupation - Service	15 (fifteen) Preference shares	
4.	Sd/-V.K.Agarwal V. K. AGARWAL S/o.Late Jagdish Prasad C/O.Orissa Cement Ltd., Rajgangpur Occupation: Service	15(fifteen) Preference Shares	
5.	Sd/- R.K.Sharma R.K. SHARMA S/o.Shri R.C.Panda C/o Orissa Cement Ltd., Rajgangpur Occupation:Service	15(fifteen) Preference Shares	
6.	Sd/- M.L.Chand, For ORISSA CEMENT LTD M.L. CHAND Orissa Cement Ltd., Rajgangpur	10 (Ten) Equity Shares	
7.	Sd/- M.L.Chand, MOHAN LAL CHAND, Orissa Cement Ltd., Rajgangpur Occupation: Company Executive	15(fifteen) Preference Shares	
		Total : 90 Preference Shares 10 Equity Shares	

Dated the 27th day of December 1976

Certified to be true copy

For Landmark Property Development
Company Limited

[Signature]
Company Secretary

For Landmark Property Development
Company Limited

[Signature]
Company Secretary

Certified to be true copy

THE COMPANIES ACT, 1956

For Landmark Property Development Company Limited

PUBLIC COMPANY LIMITED BY SHARES

For Landmark Property Development Company Limited

ARTICLES OF ASSOCIATION

OF

Company Secretary

LANDMARK PROPERTY DEVELOPMENT COMPANY LIMITED

I. PRELIMINARY

Table 'A' not to apply

1. Save as provided herein, the regulations contained in Table 'A' in Schedule I to the Act, or in the Schedule to any previous Act shall not apply to the Company.

Interpretation

2. The following expression shall have the following meanings unless there be something in the subject or context inconsistent therewith.

"The Company" means "LANDMARK PROPERTY DEVELOPMENT COMPANY LIMITED"

"The Act" means the Companies Act, 1956; as for the time being subsisting.

"The Directors" means the Directors for the time being of the Company or as the case may be, the Directors assembled at a Board meeting.

"The Office" means the Registered Office for the time being of the Company.

"The Register" means the Register of Members to be kept pursuant to the Act.

"The Registrar" means the Registrar of Companies of the State in which the office is situated.

"Dividend" includes bonus.

"Month" means calendar month.

"Seal" means the Common Seal for the time being of the Company.

"In Writing" and "Written" include printing, Lithography; and other modes of representing or reproducing words in a visible form.

Words importing the singular number only include the plural number, and "vice versa".

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act.

The marginal notes are inserted for convenience and shall not affect the construction of these articles.

II. CAPITAL

(1) SHARES

Redeemable Preference shares.	3. Subject to the provisions of these Articles and of Section 80 of the Act, the Company shall have power to issue preference shares; which are; or at the option of the Company are to be liable to be redeemed on such terms and in such manner as the Company may determine.
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Article No.4 stands deleted.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

4A. FURTHER ISSUE OF SHARES:

Where at the time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares either out of the unissued capital or out of the increased share capital then:

(a) Such further shares shall be offered to the persons who at

the date of the offer, are holders of the equity shares of the Company, in proportion, as near as circumstances admit, to the capital paid up on those shares at the date.

- (b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from the date of the offer and the offer if not accepted, will be deemed to have been declined.
- (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right. PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.
- (d) After expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose off them in such manner and to such person(s) as they may think, in their sole discretion, fit.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

4B. Notwithstanding anything contained in Article 4A, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of Article 4A hereof) in any manner whatsoever.

- (a) If a special resolution to that effect is passed by the Company in General Meeting, or
- (b) Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the general meeting (including the casting vote, if any, of the Chairman) by the members who, being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

- 4C. Nothing in sub-clause (c) of Article 4A shall be deemed;
- a) To extend the time within which the offer should be accepted; or
 - b) To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- 4D. Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debentures issued or loans raised by the Company:
- i) To convert such debentures or loans into shares in the Company; or
 - ii) To subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise).

PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

- (a) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and
- (b) In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debentures or raising of the loans.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

4E. SHARES AT THE DISPOSAL OF THE DIRECTORS:

Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any

person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

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| Power to issue shares at a discount. | 5. | Subject to the provisions of the Act it shall be lawful for the company to issue at a discount shares of a class already issued. |
| Power to pay certain commissions for placing shares. | 6. | The Company may, subject to compliance with the provisions of Section 76 of the Act, exercise the powers of paying commission on the issue of shares and debentures. The commission may be paid or satisfied in cash or in shares, debentures or debentures stock of the Company. |
| Brokerage. | 7. | The Company may pay a reasonable sum for brokerage. |
| Trusts not recognised. | 8. | Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by law required; be bound to recognise any trust, benami or equitable or other claim to or interest in such share on the part of any other person or any interest in any fractional part of a share whether or not it shall have express or other notice thereof. |

(2) CERTIFICATES

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| Certificates. | 9. | The certificates of title to shares shall be issued under the Seal of the Company. |
| Limitation of time for issue of | 10. | Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered |

certificates

in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the Directors may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the Company shall not be liable to issue more than one certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holder.

(Amended as per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

Issue of new certificate in place of one defaced, lost or destroyed

11. If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, being given, an a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding RS.2/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

Provided that notwithstanding what is stated above the Directors shall comply with such Rules or

Regulations or requirements of any Stock Exchange or the Rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf.

The provisions of this Article shall mutatis mutandis apply to debentures of the Company.

(Amended as per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

(3) JOINT-HOLDERS OF SHARES

12. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint-tenants with benefit of survivorship subject to the provisions following and to the other provisions of these Article relating to joint holders:-

- Survivors of joint holders only recognised.
- (a) The Company shall not be bound to register more than four persons as the joint-holders of any share.
 - (b) The joint-holders of a share shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such share.
 - (c) On the death of any one of such joint-holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to or interest in such share but the Board may require such evidence of death as it may deem fit.
 - (d) Only the person whose name stands first in the Register as one of the joint-holders of any share shall be entitled to delivery of the certificate relating to such share and to the payment of dividend in respect thereof.

Delivery of certificate.

(4) CALLS

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| Calls. | 13. | Subject to the provisions of the Act the Directors may from time to time, subject to the terms on which any shares may have been issued, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the time and places appointed by the Directors. A call may be made payable by installments. A call may be revoked or postponed at the discretion of the Directors. |
| When call deemed to have been made. | 14. | A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed. |
| Notice of call. | 15. | Not less than 21 days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid. |
| Amount payable at fixed times or by instalments payable as calls. | 16. | If by the terms of issue of any share or otherwise, the whole or part of the amount or issue price thereof is made payable at any fixed time or by installments at fixed time, every such amount or issue-price or installment shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all the provisions, herein contained in respect of calls shall apply to such amount, or issue-price or installment accordingly. |
| When interest on call or installment payable. | 17. | If the sum payable in respect of any call or installment be not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the installment shall be due, shall pay interest for the same at the rate of 12 per cent per annum, from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Directors may determine |

but they shall have power to waive the payment thereof wholly or in part.

Evidence in 18. On the trial or hearing of any action or suit brought actions by the Company against any member or his representative to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is, or was, when the claim arose, on the Register of the Company as a holder or one of the holders of the number of shares in respect of which such claim is made, that the resolution making the call is duly recorded in the minute book and that the amount claimed is not entered as paid in the books of the Company, and it shall not be necessary to prove the appointment of the Directors who made any call, nor that a quorum of Directors was present at the meeting at which any call was made nor that such meeting was duly convened or constituted, nor any other matter whatsoever; but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Payment in 19. The Directors may, if they think fit, subject to the anticipation of call may carry interest provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.

The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

(Amended as per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

(5) FORFEITURE AND LIEN

- If call or installment not paid notice may be given. 20. If any member fails to pay any call or installment made on or before the day appointed for the payment of the same, at any time thereafter during such time as the call or installment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
- Form of Notice. 21. The notice shall name a day (not being less than 21 days from the date of the notice) and a place or places on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the place or places appointed, the share in respect of which such call was made or installment is payable will be liable to be forfeited.
- If notice not complied with, may be forfeited. 22. If the requisition of any such notice as aforesaid be not complied with, any shares in respect of which such notice shares has been given may, at any time thereafter before payment of all calls or installments, interest and expenses due to respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member of the Company in respect of his shares, either byway of principal or interest nor any indulgence granted by the Company in respect of the Payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as herein provided.
- Notice after forfeiture. 23. When any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
- Forfeited 24. Any share so forfeited shall be deemed to be the

share to become property of the Company. property of the Company and the Directors may sell, re-allot or otherwise dispose of the same in such manner as they think fit.

Power to annul forfeiture. 25. The Directors may at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Arrears to be paid notwithstanding forfeiture. 26. Any member whose shares have been forfeited shall notwithstanding such forfeiture be liable to pay and shall forthwith pay to the Company all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereupon from time of the forfeiture until payment at 12 per cent per annum or such other rate as the Directors may determine and the Directors may enforce the payment thereof without any deduction or allowance for the value of the shares at the time of forfeiture but shall not be under any obligation to do so.

Effect of forfeiture. 27. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share, and all other rights incidental to the shares except only such of those rights as by these Articles are expressly saved.

Evidence of forfeiture. 28. A duly verified declaration in writing that the declaration is a Director of the Company and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares.

Company's lien on share/debentures 29. The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such

shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.

(Amended as per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

As to 30. For the purpose of enforcing such lien, the Directors enforcing may sell the shares subject thereto in such manner lien by sale. as they think fit, but no sale shall be made until such period as aforesaid shall have elapsed and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, or his committee, curator Application bonis or other person recognised by the Company as entitled to represent such member and default shall have been made by him or them in the payment of the sum payable as aforesaid for seven days after such notice. The net proceeds of any such sale shall be applied in or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable by such member, and the residue (if any) paid to such member, his executors, administrators, or other representatives or persons so recognised as aforesaid.

Validity of 31. Upon any sale after forfeiture or for enforcing a lien sales. in purported exercise of the powers by these presents given, the Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the Purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money and after his name has been entered in the Register in respect of such shares his title to such shares shall not be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition, nor impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Power to 32. Where any shares under the Powers in that behalf
issue new certificate herein contained are sold by the Directors and the
certificate thereof has not been delivered to the
Company by the former holder of the said shares
the Directors may issue a new certificate for such
shares distinguishing it in such manner as they
may think fit from the certificate not so delivered
up.

(6) TRANSFER AND TRANSMISSION OF SHARES

Execution 33. Subject to the provisions of the Act, no transfer of
of transfer, shares shall be registered unless a proper
etc. instrument of transfer duly stamped and executed
by the transferor and transferee has been
delivered to the Company together with the
certificate or certificates of the shares, or if no such
certificate is in existence, along with the letter of
allotment of shares. The instrument of transfer of
any shares shall be signed both by the transferor
and the transferee and shall contain the name, and
other particulars both of the transferor and the
transferee, and the transferor shall be deemed to
remain the holder of such share until the name of
the transferee is entered in the Register in respect
thereof.

Application 34. Application for the registration of the transfer of a
for transfer. share 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 of partly paid shares be effected unless the
Company gives notice of the application to the
transferee in the manner prescribed by the
act, and, subject to the provisions of Article 8 and
37(a) hereof, the Company may, unless objection is
made by the transferees within two weeks from the
date of receipt of the notice, enter in the Register
the name of the transferee in the same manner
and subject to the conditions as if the application
for registration was made by the transferee.

Notice of 35. Before registering any transfer tendered for
transfer to registration the Company may, if it so thinks fit,
registered give notice by letter posted in the ordinary course
holder. to the registered holder that such transfer deed has
been lodged and that, unless objection is taken, the
transfer will be registered if such registered holder
fails to lodge an objection in writing at the office of

the Company within ten days from the posting of such notice to him, he shall be deemed to have admitted the validity of the said transfer. Where no notice is received by the registered holder, the Company shall be deemed to have decided not to give notice and in any event the non-receipt by the registered holder of any notice shall not entitle him to make any claim of any kind against the Company in respect of such non-receipt.

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| Indemnity against transfer. | 36. | Neither the Company nor its Directors shall incur any liability for registering or acting upon a transfer of shares wrongful apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and the transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. And in every such case the person registered as transferee, his executors, administrators and assigns alone shall be entitled to be recognised as the holder of such share and the previous holder shall so far as the Company is concerned be deemed to have transferred his whole title thereto. |
| In what case to decline to register transfer of shares. | 37. | <p>(a) Subject to the provisions of Section 111 of the act, the Board, without assigning any reason for such refusal, may within two months from the date on which the instrument of transfer was delivered to the Company, refuse to register any transfer of a share upon which the Company has a lien and, in the case of a share not fully paid up, may refuse to register a transfer to a transferee of whom the Board does not approve.</p> <p>(b) No transfer shall be made to a minor or person of unsound mind or firm without the consent of the Board.</p> |
| No transfer to minor or person of unsound mind | | |
| Form of | 38. | (a) Instrument of transfer of any share shall be in |

Transfer.		writing and all the provisions of Section 108 of the Act and of any statutory modification thereof for the time being, shall be duly complied with in respect of all transfers and of registration thereof.
Form of Transfer for outside India.	(b)	In the case of any share registered in any Register outside India, the Instrument of Transfer shall be in a form recognised by the law of the place where the register is maintained but subject thereto shall be as near to the form prescribed in sub-clause(a) hereof as circumstances shall permit.
When instrument of transfer to be retained.	39.	All instruments of transfer which shall be registered, shall be retained by the Company.
Notice of refusal to register transfer.	40.	If the Directors refuse 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 the refusal.
Power to close transfer book and registers.	41.	On giving seven days' notice by advertisement in a newspaper circulating in the District in which the office of the Company is situated, the Register of Members may be closed during such time as the Directors think fit not exceeding in the whole forty five days in each year but not exceeding thirty days at a time.
Transmission of registered shares.	42.	The executors or administrators or the holder of a succession certificate in respect of shares of a deceased member (not being one of several joint holders) shall be the only person whom the Company shall recognise as having any title to the shares registered in the name of such member and, in case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares but nothing herein contained, shall be taken to release the estate of a deceased joint- holders from any liability on shares held by him jointly with any other person. Before recognising any legal representative or heir or a person otherwise claiming title to the shares the Company may

require him to obtain a grant of probate or letters of administration or succession certificate or other legal representation, as the case may be, from a competent Court: Provided nevertheless that in any case where the Board in its absolute discretion thinks fit, it shall be lawful for the Board to dispense with the production of probate or letters of administration or a succession certificate or such other legal representation upon such terms as to indemnity or otherwise as the Board may consider desirable.

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| <p>As to transfer of shares of deceased or insolvent members.</p> | <p>43.</p> | <p>Any person becoming entitled to or to transfer shares in consequence of the death or insolvency of any member, upon producing such evidence that he sustain the character in respect of which he proposes to act under this Article, or of his title as the Directors think sufficient, may with the consent of the Directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares or may, subject to the regulations as to transfer herein before contained, transfer such shares. This Article is hereinafter referred to as "The Transmission Article". Subject to any other provisions of these Articles, if the person so becoming entitled to shares under this or the last preceding Article shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to transfer the shares to some other person he shall execute an instrument of transfer in accordance with the provisions of these Articles relating to transfer of shares. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid.</p> |
| <p>Transmission Article.</p> | | |
| <p>Notice of election to be registered as a shareholder .</p> | | |
| <p>Provisions of Articles relating to transfer applicable.</p> | | |
| <p>Rights of unregistered executors and trustees.</p> | <p>44.</p> | <p>Subject to any other provisions of these Articles and if the Directors in their sole discretion are satisfied in regard thereto, a person becoming entitled to a share in consequence of the death or insolvency of a member may receive and give a discharge for any dividends or other moneys payable in respect of the share.</p> |

44A DEMATRALISATION OF SECURITIES.

[1] For the purpose of this Article:-

Definitions:

“Beneficial Owner” means a person or person whose name is entered in the register maintained by the Depository under the Depositories Act.

“Depository” means a Depository as defined under the Depositories Act.

“Depositories Act” means the Depositories Act, 1996 including any statutory modifications/s or re-enactment thereof for the time being in force.

“Member” means a member as defined in the Companies Act, 1956 and includes every person whose name is entered as a Beneficial Owner in the Register of the Depository.

“Record” includes the records maintained in the form of books or stored in Computer or in such other form as may be determined by regulations made by SEBI in relation to the Depositories Act.

“Security” means such security as may be specified by SEBI from time to time.

“SEBI” means the Securities Exchange Board of India.

[2] Dematerialisation of securities.

- (a) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its existing securities or re-materialize its securities held in depositories mode pursuant to the Depositories Act. The Company shall also be entitled to issue securities as dematerialized form pursuant to the Depositories Act.
- (b) Subject to as provided in (a) above, the investor may exercise an option to hold and deal in the securities in dematerialization form in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereof, shall be governed by the provisions of the Depositories Act. The investor may also exercise an option to dematerialize his securities in which event the Company shall issue the required certificates of securities subject to applicable provisions of law and these Articles.

[3] Securities in depository mode to be fungible form.

All securities held in the depository mode with depository shall be dematerialized and be in fungible form. To such securities held by a depository on behalf of a beneficial owner, nothing contained in section 153, 153A, 153B, 187C and 372A of the Companies Act, 1956 shall apply.

[4] Right of Depositories and Beneficial Owners

- (a) Notwithstanding anything contrary contained in the Companies Act, 1956 or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.
- (b) Save as otherwise provided in (a) above, the depository as the registered owner of the securities shall not have other membership rights in respect of the security held by it.
- (c) Every person holding securities of the Company and whose name is entered as the beneficial owner in the register maintained by a depository shall be deemed to be a member of the Company. The beneficial owner of securities shall alone be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities held in depository mode of which he is the beneficial owner.

[5] Beneficial Owner deemed as absolute owner

Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears as the Beneficial Owner of shares in the register of the Depository as the absolute owner thereof.

[6] Service of documents

Notwithstanding anything to the contrary contained in the Companies Act, 1956 or these Articles, where securities are held in a depository mode, the records of the beneficial owner may be served by a depository on the Company by means of electronic mode or by delivery of floppies or discs.

[7] Transfer of securities

Nothing contained in section 108 of the Companies Act, 1956 or these Articles, shall apply to transfer of securities effected by a transferor to the transferee both of whom are entered in the register maintained by a Depository under the Depositories Act.

[8] Distinctive number of securities held in depository mode.

Nothing contained in the Companies Act, 1956 or these Articles, regarding the necessity of having distinctive numbers for securities of the Company shall apply to securities held in the depository mode.

[9] Register and index of Beneficial Owner

The register and index of beneficial owners maintained by a depository under the Depositories Act, 1996 shall be deemed to be the register and index of members for the purposes of these Articles and the Companies Act, 1956.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

(7) SHARE WARRANTS

Power to 45. Subject to the provisions of Section 114 and 115 of issue share the Act and subject to any directions which may be warrants. given by the Company in General Meeting, the Board may issue share warrants in such manner and on such terms and conditions as the Board may deem fit. In case of such issue Clauses 40 to 43 of Table 'A' in Schedule I to the Act, shall apply.

(8) STOCKS

Conversion 46. The Company may exercise the power of conversion of shares into stock and in that case clauses 37 to and re- 39 of Table 'A' in Schedule I to the Act, shall apply. conversion.

(9) ALTERATION OF CAPITAL

Power to 47. The Company may by ordinary resolution from subdivide time to time alter the conditions of the and Memorandum of Association as follows:- consolidate.

- (a) Increase the Share Capital by such amount to be divided into shares of such amount as may be specified in the resolution;
- (b) Consolidate and divide all or any of its share capital into shares of larger amount than its

existing shares;

- (c) Subdivide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum, so however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and
- (d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the share so cancelled.

On what conditions new shares may be issued. 48. The resolution whereby any share is subdivided or consolidated may determine that, as between the members registered in respect of the shares resulting from such sub-division or consolidation, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other subject nevertheless to the provisions of section 85, 87, 88, 93 and 106 of the Act.

Surrender 49. Subject to the provisions of sections 100 to 104 inclusive of the Act, the Board may accept from any member the surrender of all or any of his shares on such terms and conditions as shall be agreed.

(10) MODIFICATION OF RIGHTS

Power to modify rights. 50. Whenever the capital (by reason of the issue of preference shares or otherwise) is divided into different classes of shares, all or any of the rights and privileges attached to each class may be varied in the manner provided in Section 106 of the Act and all the provisions hereinafter contained as to General Meetings shall, mutatis mutandis, apply as regard class meetings. Provided that the rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied under this Article by the creation or issue of further shares and such new

shares may be issued with such preferential rights as may be decided at the time of issue thereof.

(11) LOANS AND DEBENTURES

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| Power to borrow. | 51. | The Board may from time to time at its discretion, subject to the provisions of the Act, raise or borrow from the Directors or from elsewhere and secure payment of any sum or sums of money for the purpose of the Company. |
| Conditions of borrowing. | 52. | The Board may raise or secure the re-payment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular by the issue of bonds, notes, convertible redeemable or otherwise, perpetual or redeemable debentures or debenture-stock or any mortgage or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being. |
| Terms of issue of debentures | 53. | Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution. |

(Amended as per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

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| Indemnity may be given. | 54. | The Directors or any of them may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon, and shall be entitled to receive such payment as consideration for the giving of any such guarantee as may be determined by the Directors with power to them to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or charge on the undertaking of the Company or upon any of its property or assets or otherwise. If |
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the Directors or any of them or any other persons, shall become personally liable for the payment of any sum primarily due from the company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

RESERVES

- Reserves. 55. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion, either employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit. The Board may also carry forward any profits, which it may think prudent not to divide without setting them aside as a reserve.

III. GENERAL MEETING

(1) CONVENING OF MEETINGS

- Convening of Meeting. 56. The Board may, whenever it thinks fit, call an extra-ordinary general meeting provided however if at any time there are not in India Directors capable of acting who are sufficient in number to form a quorum, any Director may call an extra-ordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

(2) PROCEEDINGS AT GENERAL MEETINGS

- Quorum. 57. The quorum for a General Meeting shall be five members present in person.
- Chairman. 58. At every General Meeting, the Chair shall be taken by the Chairman of the Board of Directors. If at any meeting the Chairman of the Board of Directors be not present within fifteen minutes after the time appointed for holding the meeting or, though

present, be unwilling to act as Chairman, the members present shall choose one of the Directors present to be Chairman, or if no Director shall be present and willing to take the Chair, then the members present shall choose one of their member, being a member entitled to vote, to be Chairman.

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| Sufficiency of ordinary resolution when no specific provision. | 59. | Any act or resolution which, under the provisions of these Articles or of the Act, is permitted or required to be done or passed by the Company in General Meeting, shall be sufficiently so done or passed if effected by an ordinary resolution unless either the Act or the Articles specifically require such act to be done or resolution passed by a special resolution. |
| When, if quorum not present, meeting to be dissolved and when to be adjourned. | 60. | If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon a requisition of shareholders shall be dissolved but in any other case it shall stand adjourned to the same day in the next week at the same time and place, unless the same shall be a public holiday when the meeting shall stand adjourned to the next day nor being a public holiday at the same time and place and if at such adjourned meeting a quorum be not present within half an hour from the time appointed for the meeting, those members who are present and not being less than two persons shall be a quorum and may transact the business for which the meeting was called. |
| How questions or resolutions to be decided at meetings. | 61. | In the case of an equality of votes, the Chairman shall, both on a show of hands and at a poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member. |
| Power to adjourn General Meeting. | 62. | The Chairman of a General Meeting may adjourn the same, from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give notice to the members of such adjournment or of the time, date and place appointed for the holding of the adjourned meeting. |
| Business | 63. | If a poll be demanded, the demand of a poll shall |

may
proceed
not-
withstandin
g demand
of poll.

not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

(3) VOTES OF MEMBERS

Votes of
members.

64. On a show of hands every holder of equity shares entitled to vote and present in person shall have one vote and upon a poll, every holder of equity shares entitled to vote and present in person or by proxy shall have one vote for every share held by him.

Votes in
respect of
deceased,
insolvent
and insane
members.

65. Subject to the provisions of the Articles, any person entitled under, "The Transmission Article" to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he was the registered holder of such shares, provided that seventy-two hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or non composmentis, he may vote whether on a show of hands or at a poll by his committee, curator bonis or other person recognised by the Company as entitled to represent such member and such last mentioned persons may give their votes by proxy.

Joint-
holders.

66. Where there are joint-holders of any share, any one of such persons may vote at any meeting either personally or by proxy in respect of such shares as if he was solely entitled thereto and if more than one of such joint-holders be present at any meeting either personally or by proxy then that one of the said persons so present whose name stands prior in order on the register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of this Article be deemed joint-holders thereof.

Instruments

67. The instrument appointing a proxy shall be in

appointing proxy to be in writing.		writing under the hand of the appointor or of his Attorney duly authorised in writing or if such appointor is a corporation under its common seal or the hand of its Attorney.
Instrument appointing proxy to be deposited at the office.	68.	The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office not less than fortyeight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
When vote by proxy valid though Authority revoked.	69.	A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument or transfer of the share in respect of which the vote is given. Provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received at the Office or by the Chairman of the Meeting before the vote is given. Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.
Form of instrument appointing proxy.	70.	Every instrument appointing a proxy shall, as nearly as circumstances will admit, be in the form set out in Schedule IX to the Act.
Restrictions on voting.	71.	No member shall be entitled to vote on any question either personally or by proxy or as proxy for another member at any General Meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable presently to the Company in respect of any of the shares of such member.
Validity of votes.	72.	No objection shall be taken to the validity of any vote except at the meeting or poll at which such vote shall be tendered and every vote not disallowed at such meeting or poll and whether given personally or by proxy or otherwise, shall be deemed valid for all purposes.

38A

IV. DIRECTORS
(1) GENERAL PROVISIONS

- Number of Directors. 73. Until otherwise determined by the Company in General Meeting, the number of Directors shall neither be less than three nor more than twelve.
- Directors. 74. The first Directors of the Company are:-

1. Sri M.L.Chand
2. Sri Brij Rattan
3. Sri R K Sharma
4. Sri V K Agarwal

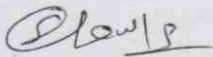
- Qualification of Directors. 75. A Director need not hold any shares in the Capital of the Company to qualify him to act as a Director of the Company.

- Remuneration of Directors. 76. Each Director other than a working Director shall be entitled to be paid out of the funds of the company by way of remuneration for his services such sum as may be fixed by the Directors * up to the limit as prescribed from time to time under Rule 10B of the Companies (Central Government's) General Rules and Forms, 1956 read with Section 310 of the Companies Act, 1956.*

Subject to the provision of the Act the Directors shall be paid further remuneration by way of commission at the rate of 3% (or 1% if the Company has a managing or whole time director or manager) of the net profits of the Company calculated in accordance with the provisions of the Companies Act and such remuneration shall be divided amongst Directors in such proportion and manner as the Board may, from time to time, determine and in default of such determination shall be divided amongst the Directors equally. The Directors may allow and pay to any Director, who for the time being is resident out of place at which any meeting of the Directors may be held and who shall come to that place for the purpose of attending such meeting, such sum as the Directors may consider fair and reasonable for his expenses in connection with his attending at the meeting in addition to his remuneration as above specified. If any Director being willing shall be called upon to perform extra services or to make any special exertions for any of the purposes of the Company the Directors subject to approval of shareholders in a General Meeting shall be entitled to remunerate such Director either by a

(*As per Special Resolution passed at the Annual General Meeting held on 22nd September, 2008)

For Landmark Property Development
Company Limited


Company Secretary

fixed sum or percentage of profits or in any other manner as may be determined by the Directors in addition to the remuneration above provided.

Continuing Directors may act. 77. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed the Directors shall not except for the purpose of filling vacancies or of summoning a General Meeting, act so long as the number is below the minimum.

Directors may contract with Company. 78. Subject to the provisions of the Act, the Directors (including a Managing Director) shall not be disqualified by reason of his or their office as such from holding office under the Company or from contracting with the Company either as vendor, purchaser, lender, agent, broker, lessor or lessee or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any Director or with any company or partnership, of or in which any Director shall be a member or otherwise interested be avoided, nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established.

(2) APPOINTMENT OF DIRECTORS

Appointment of Directors 79. The Company in General Meeting, may, subject to the provisions of these Articles and the Act, at any time elect any person to be a Director and may from time to time increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out of office.

Appointment of Additional Director. 80. The Directors shall have power at any time and from time to time, to appoint any person other than a person who has been removed from the office of a Director of the Company to be a Director of the Company as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed. Any Director so appointed shall hold office only until the conclusion of the next following Annual General Meeting of the Company when he

shall be eligible for re-appointment.

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| Casual vacancy may be filled by Board. | 81. | The Directors shall also have power to fill a vacancy in the Board. Any Director so appointed shall hold office only so long as the vacating Director would have held the same if no vacancy had occurred. |
| Nominated Directors. | 82. | Whenever the Directors enter into a contract with any person or persons for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or enter into any other arrangement, the Directors shall have, subject to the provisions of Section 255 of the Act, the power to agree that such person or persons shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the Agreement and that such Director or Directors may not be liable to retire by rotation nor be require to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed, from time to time, by the person or persons aforesaid who may appoint another or other in his or their place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever. The Directors appointed or nominated under this Article, shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including the payment of remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with such person or persons aforesaid. |
| Alternate Directors. | 83. | The Board may appoint any person to act as an alternate director for a director during the latter's absence for a period of not less than three months from the State in which meetings of the Board are ordinarily held and such appointment shall have effect and such appointee, whilst he holds office as an alternate director, shall be entitled to notice of meeting of the Board and to attend and vote there as accordingly; but he shall ipso-facto vacate office if any when the absent Director returns to the State in which meetings of the Board are ordinarily held or the absent Director vacate office as a Director. |

(3) ROTATION OF DIRECTORS

- Rotation of Directors. 84. At the Annual General Meeting of the Company in every year, one third of the Directors for the time being liable to retire by rotation and if their number is not three or a multiple of three then the number nearest thereto shall retire from office. The Directors to retire at such Annual General Meeting, shall be the Directors (other than Managing Director and or any other Director or Directors who by virtue of the provisions of any agreement referred to in Article 82 are not liable to retire) who shall have been longest in office since their last election. As between Directors who became Directors on the same day those to retire shall (in default of agreement between them) be determined by lot. For the purpose of this Article a Director appointed to fill a vacancy under the provisions of Article 81, shall be deemed to have been in office since the date on which the Director, in whose place he was appointed, was last elected as a Director.
- Retiring director eligible for re-election. 85. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.
- Adjournment of meeting for election of Directors. 86. Subject to any resolution for reducing the number of Directors, if at any meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the meeting shall stand adjourned till the same day in the next week or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place and if at the adjourned meeting the places of the retiring Director are not filled up the retiring Directors or such of them as have not had their places filled up shall (if willing to continue in office) be deemed to have been re-elected at the adjourned meeting.
- Vacation of office by Director. 87. The office of a Director shall be deemed to have been vacated:
- (a) Ipso facto, in the eventualities mentioned in Sec.283 of the Companies Act, 1956;
 - (b) In the event of the resignation by a Director or the withdrawal of his nomination in the

case of a nominated Director, on the date on which the letter of resignation or the letter of withdrawal of his nomination, as the case may be, is received by the Company.

(4) PROCEEDINGS OF DIRECTORS

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| Meetings of Directors. | 88. | The Directors may meet together for the despatch of business adjourned and otherwise regulate their meetings and proceedings as they think fit. |
| Summoning a meeting of Directors. | 89. | The Secretary may at any time, and upon request of any two Directors shall summon a meeting of the Directors. |
| Voting at meeting. | 90. | Subject to the provisions of the Act, questions arising at any meeting shall be decided by a majority of votes, each Director having one vote, and in case of an equality of votes, the Chairman shall have a second or casting vote. |
| Chairman of Meeting. | 91. | The Chairman of the Board Directors shall be the Chairman of the meetings of Directors: Provided that if the Chairman of the Board of Directors is not present, the Directors present shall choose one of their member to be Chairman of such meeting. |
| Acts of meeting. | 92. | A meeting of Directors in which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles of the company and the Act for the time being vested in or exercisable by the Directors. |
| Delegation to committees. | 93. | The Directors may subject to compliance of the provisions of the Act, from time to time, delegate any of their powers to Committees consisting of such member or members of heir body as they think fit, and may from time to time, revoke delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may, from time to time, be imposed on it by the Directors. The meeting and proceedings of any such Committee, if consisting of two or more members, shall be governed by the provisions for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and, are not superseded by any regulation made by the Directors under this Article. |

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| Validity of acts. | 94. All acts done at any meeting of Directors or of a Committee of the Directors or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such directors, Committee or person acting aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was duly qualified. Provided always that nothing in this Article shall be deemed to give validity to acts done by such Directors. Committee or persons acting as aforesaid after it has been shown that there was some defect in any appointment or that they or any of them were disqualified. |
| Resolution by circulation. | 95. A resolution may be passed by the Board by circulation in accordance with the provisions of Section 289 of the Act. |
| Minutes to be made. | <p>96. The Directors shall cause minutes to be duly entered in the books provided for the purpose:</p> <ul style="list-style-type: none"> (a) of all appointments of officers and committees made by the Directors; (b) of the names of the Directors present at each meeting of the Directors and of any Committee of Directors; (c) of all orders made by the Directors and Committee Directors; (d) of all resolutions and proceedings of General Meetings and of meeting of Directors and Committees. |

And any such minutes of any meeting of Directors or of any Committee or of the Company, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters in such minutes.

(5) POWERS OF DIRECTORS

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| General powers of company vested in | 97. The business of the Company shall be managed by the Directors who in addition to the powers and authorities by these presents or otherwise expressly conferred upon them may exercise all such powers |
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Directors. and do all such acts and things as may be exercised or done by the Company and are not hereby or by law expressly directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of any law and of these presents and to any regulations, not being inconsistent with these presents, from time to time, made by the Company in General Meeting: Provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

Delegation of powers by Directors. 98. (a) Without prejudice to the general powers conferred by the preceding article, the Directors may, from time to time, subject to the restrictions contained in the Act, delegate to any of the Directors, employees or other persons including any firm or body corporate, any of the power, authorities and discretions, for the time being vested in the Directors.

(b) All deeds, agreements and all cheques, promissory notes, drafts, hundies, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, or endorsed or otherwise executed, as the case may be, by such persons (including any firm or body corporate) whether in the employment of the Company or not and in such manner as the Directors shall, from time to time, determine.

Management abroad. 99. The Directors may make such arrangements as may be thought fit for the management of the Company's affairs abroad, and may for this purpose (without prejudice to the generality of their powers) appoint local board, attorneys and agents and fix their remuneration, and delegate to them such powers as may be deemed requisite or expedient. The Company may have for use abroad such official seal as is provided for by Section 50 of the Act. Such seal shall be affixed by the authority and in the presence of, and the instruments sealed therewith shall be signed by such persons as the Directors shall, from time to time, by writing under the Seal appoint. The Company may also exercise the powers of keeping Foreign Registers as provided by the Act.

V. MANAGEMENT

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| Management. | 100. | The Board of Directors may appoint Managing or whole-time Director/Directors or Manager to manage the affairs of the Company and/or a Secretary or other officers for such period and on such remuneration and on such terms and conditions with the sanction, when so required by the Act, of the shareholders in a General Meeting and/or approved by the Central Government. Managing or whole time Directors, if any, shall not be liable to retire by rotations. |
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VI. THE SEAL

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| Custody of Seal etc. | 101. | The Directors shall provide a Seal for the purpose of the Company and shall have power, from time to time, to destroy the same and substitute a new seal in lieu thereof and, shall provide for the safe custody of the Seal and the Seal shall except as otherwise empowered under the Act or rules thereunder, never be used except by the authority of the Directors or of a Committee of the Directors and, one Director shall sign every instrument to which the Seal is affixed: Provided nevertheless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same. |
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VII. BOOKS OF ACCOUNT AND DIVIDENDS

(1) BOOKS OF ACCOUNT

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| Books of Account to be kept. | 102. | The books of account shall be kept at the office of the Company or at such other place, as the Directors think fit. |
| Inspection by members. | 103. | The Board shall, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company or any of them shall be open to the inspection of the members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or books or document of the Company except as conferred by law or authorised by the Directors or by the Company in General Meeting. |
| When accounts to | 104. | Every Balance Sheet and Profit and Loss Account when audited and approved by the General |

be deemed finally settled.	Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive, subject to the approval of the Company in General Meeting.
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(2) DIVIDENDS

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| Division of Profits. | 105. | The net profits of the Company (after making provision if any, for sinking, depreciation and reserve funds and for carrying forward balances for the next year) shall subject to the rights of holders of preference shares and to any resolution of the Company attaching any special privileges to other shares and to the provisions of these Articles, be divisible among the Equity shareholders subject as provided in Article 19 in proportion to the amounts paid up on the Equity shares held by them respectively. |
| Capital paid in advance of calls. | 106. | When capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits. |
| Declaration and payment of Dividends. | 107. | The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment subject to the provision of Section 207 of the Act. |
| Restrictions on amount of Dividends. | 108. | No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend. |
| Dividend out of profits only and not to carry interest. | 109. | No dividend shall be payable except out of the profits, of the Company of the year or any other undistributed profits, and no dividend shall carry interest as against the Company. |
| When to be deemed net profits. | 110. | The declaration of the Directors as to the amount of the net profits of the Company in any year shall be conclusive, subject to the provisions of the Act. |
| Interim dividends. | 111. | The Directors may, from time to time, pay to the members such interim dividends as in their judgement the position of the Company justifies. |

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| Debts may be deducted. | 112. | The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists. |
| Company may retain dividends. | 113. | The Directors may retain the dividend payable upon shares in respect of which any person is under "The Transmission Article" entitled to become a member or which any person under that Article is entitled to transfer until such person shall become as member in respect thereof or shall duly transfer the same. |
| Dividend and call together. | 114. | Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the members, be set off against the call. |
| Capitalisati on of Reserves. | 115. | Any General Meeting may, upon the recommendation of the Directors, resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of any reserve fund or special account or in the hands of the Company and available for dividend and including any profits arising from the sale of the assets of the Company or any part thereof or by reason of any other accretion to capital assets or representing premium received on the issue of shares and stand to the credit of the share premium account, be capitalised and distributed (in the manner and to the extent permissible under the provisions of the Act) amongst such of the shareholders as would be entitled to receive the same if distributed by the way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide any unissued shares, debentures or debenture-stock (in the manner and to the extent aforesaid) of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares, or debentures or debenture-stock, and that such distribution or payment shall be accepted by such shareholder in full satisfaction of their interest in the said capitalised sum. |

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| Fractional certificates. | 116. | For the purpose of giving effect of any resolution under the preceding Article, the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particulars, may issue fractional certificates or ignore fractions or may vest the same in trust for the persons entitled as may seem expedient to the Directors. Where required a proper contract shall be filed in accordance with the provisions of the Act and the Directors may appoint any persons to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effective. |
| Any one of joint holders can give receipts. | 117. | Any one of several persons who are registered as joint-holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share. |
| Payment by post. | 118. | Unless otherwise directed, any dividend may be paid by cheque, warrant or postal money-order sent through the post to the Registered address of the member or person entitled thereto or in the case of joint-holders to the registered address of that one whose name stands first on the Register in respect of the joint holding or to such person and such address as the member or person entitled or such joint-holders, as the case may be, may direct. |
| When payment a good discharge | 119. | The payment of every cheque or warrant sent under the provisions of the last preceding Article shall, if such cheque or warrant purports to be duly endorsed, be a good discharge to the company in respect thereof: Provided nevertheless that the Company shall not be responsible for the loss of any cheque, dividend warrant or postal money-order which shall be sent by post to any member or by his order to any other person in respect of any dividend. |

119A. UNPAID OR UNCLAIMED DIVIDEND

Where the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 30 days, open a special account in that behalf in any scheduled bank called "Unpaid Dividend of limited" and transfer to the said account, the total amount of dividend

which remains unpaid or in relation to which no dividend warrant has been posted.

Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Investor Education and protection Fund established the Central Government.

(As per special resolution passed at the Extra Ordinary General Meeting held on 22nd December 2007)

VIII. MISCELLANEOUS

- Reconstruction. 120. On any sale of the undertaking of the Company the Directors or Liquidators on a winding up may, if authorised by a Special Resolution, accept fully paid or partly paid-up shares, debentures or securities of any other company, whether incorporated in India or not, either then existing or to be formed for the purchase in whole or in part of the property of the Company. The Liquidators (in a winding up) may distribute such shares or securities, or any other property of the Company amongst the contributories without realisation or vest the same in trustees for them and may, if authorised by Special Resolution provide for the distribution or appropriation of the cash, shares or other securities, benefits or property otherwise then in accordance with the strict legal rights of the contributories of the Company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve, and the contributories shall be bound to accept and shall be bounded by any valuation or distribution so authorised and waive all rights in relation thereto, save such statutory rights (if any) under the Act as are incapable of being varied or excluded by these presents.

(2) WINDING UP

- Distribution of Assets. 121. Upon the winding up of the Company, the holders of Preference Shares, if any, shall be entitled to be paid all arrears of Preferential dividend to the commencement of winding up and also to be repaid the amount of capital paid up or credited as paid up on such Preference shares held by them respectively, in priority to

the Equity Shares, but shall not be entitled to any other further rights to participate in profits or assets; subject as aforesaid and to the rights of any other holders of shares entitled to receive preferential payment over the Equity Share, in the event of the winding up of the Company, the holders of the Equity Shares shall be entitled to be repaid the amount of capital paid up or credited as paid up on such shares and all surplus assets thereafter shall belong to the holders of the Equity Shares in proportion to the amount paid up or credited as paid up on such Equity Shares respectively, at the commencement of the winding up. If the assets shall be insufficient to repay the whole of the paid up Equity Capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members holding Equity shares in Proportion to the capital paid up or which ought to have been paid up on the Equity Shares held by them respectively at the commencement of the winding up, other than the amounts paid by them in advance of calls.

- Distribution of assets in specie. 122. If the Company shall be wound up, whether voluntarily or otherwise, the Liquidators may, with the sanction of a special Resolution of the Company and any other sanction required by the Act, divide among the contributories in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them, as the Liquidators, with the like sanction shall think fit.

(3) INDEMNITY

- Indemnity. 123. Subject to the provisions of Section 201 of the Act, every Director, Manager, Secretary and other officer or employees of the Company shall be indemnified against and it shall be the duty of the Directors to pay out the funds of the Company all costs, losses and expenses (including travelling expenses) which any such Directors, Manager or Secretary or other officer or employee may incur or become liable to by reason of any contract entered into or any way in the discharge of his or their duties and in particular, and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him or them as such

Director, Manager, Secretary, Officer or employee in defending any proceedings whether civil or criminal, in which judgement is given in his or their favour or he or they is are acquitted, or in connection with any application under Section 633 of the Act in which relief is granted by the Court and the amount for which such 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.

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| Individual
responsibili
ty of
Directors. | 124. Subject to the provisions of the Act and so far as such provisions permit, no Director, Auditor or other Officer of the Company shall be liable for acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipt or act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property required by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss occasioned by any error of judgement, omission, default, or oversight on his part, or for any loss, damage or misfortune whatever, which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty. |
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(4) SECRECY

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| No Member
to enter the
premises of
the
Company | 125. Subject to the provisions of these Articles and the Act, no member or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties of without the Company without the permission of the Directors or to permission. require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the Company to communicate. |
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We, the following persons whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Articles of Association.

SL. NO.	Names, address, descriptions and occupations of subscribers	No. of Preference or equity shares taken by each subscriber.	Names, addresses descriptions and occupations of witnesses.
1.	Sd/- Brij Rattan, BRIJ RATTAN, S/o Shri Hari Chand, N-66, Kirti Nagar, New Delhi - 110 015 Occupation- Service	15 (fifteen) Preference shares	Sd/- R L Gahi ROSHAN LAL GAHI, S/o Shri D R Gahi, B-98, Ashok Vihar, Phase - 1, Delhi-110 052 Occupation - Service
2.	S/d- S Narayanan, S NARAYANAN, S/o Shri T K Subramanian C/o Orissa Cement Limited Rajgangpur Occupation - Service	15 (fifteen) Preference shares	}
3.	Sd/- A.N.A.Krishnan, A.N.A. KRISHNAN, S/o Late A.M.Narayana Iyer C/o Orissa Cement Limited Rajgangpur Occupation - Service	15 (fifteen) Preference shares	}
4.	Sd/- V.K.Agarwal V. K. AGARWAL S/o.Late Jagdish Prasad C/O.Orissa Cement Ltd., Rajgangpur Occupation-Service	15(fifteen) Preference Shares	}Sd/- B P Chatterjee, }B P CHATTERJEE, }S/o Late G N Chatterjee, }VII/71, O C Colony, }Rajgangpur, Orissa }Occupation - Service.
5.	Sd/- R.K.Sharma R.K. SHARMA S/o.Shri R.C.Panda C/o Orissa Cement Ltd., Rajgangpur Occupation-Service	15(fifteen) Preference Shares	}
6.	Sd/- M L Chand For ORISSA CEMENT LTD M L Chand Orissa Cement Ltd., Rajgangpur	10 (Ten) Equity Shares	}
7.	Sd/- M.L.Chand, MOHAN LAL CHAND, Orissa Cement Ltd., Rajgangpur Occupation: Company Executive	15(fifteen) Preference Shares	}
		Total: 90 Preference Shares 10 Equity Shares	

Dated the 27th day of December 1976

Certified to be true copy

FoF Landmark Property Development
Company Limited

Plew
Company Secretary

FoF Landmark Property Development
Company Limited

Plew
Company Secretary