

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF
BIMAGENIE INSURANCE BROKING PRIVATE LIMITED

I. Name of the Company is

BIMAGENIE INSURANCE BROKING PRIVATE LIMITED

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

III. THE OBJECTS FOR WHICH THE COMPANY IS ESTABLISHED ARE:

A.THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To carry on the business of direct insurance broking business in life and general insurance in accordance with and as defined under IRDA Regulations issued from time to time.
2. To carry on the reinsurance and other business activities that may be carried on by insurance broker as per the norms and guidelines prevailing and applicable to insurance business.

B. OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

1. To establish bureaus for providing legal services to process data and development systems of all kind by processing jobs, hiring out machine time and assist set up, operate and supervise the operation of the data processing divisions of other company's or organization in India or elsewhere.
2. To act as legal advisor to give legal opinion to the parties, corporate sectors and to prepare necessary sale deed in respect of purchase or selling properties.
3. To represent general public and corporate sector in respect legal proceeding before courts, tribunal and Boards.
4. To carry on the business of Legal, Consultants, Market Research Consultants, Business Transfer Agent, Valuers, Arbitrators and Estate agent and too act as intermediates in the Intermediates in the Introduction of sellers, purchasers, partners and employees in respect of online disputes.
5. To establish and maintain any agencies in India or any part of the world for the conduct of the business of the Company or for the sale of any materials or things for the time being at the disposal of the Company for sale.

6. To acquire and undertake in the whole or any part of the business which the company is authorized to carry on and to possess the property suitable for the purpose of this company.
7. To enter into partnership or any other arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession, with any person or Company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorized to carry on and to lend money, to guarantee the contracts of or otherwise assist any such person or Company, and to take or otherwise acquire shares and securities of any such company and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
8. To promote any Company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company.
9. To construct, maintain or alter any buildings, factories, warehouses, godown owns shops or other structures or works necessary, convenient or expedient of the purposes of the Company.
10. To purchase plants, engines, machinery, tools and implements from time to time to undertake the selling or disposing of the same.
11. To purchase and sell in India or elsewhere any materials of any description on commission or otherwise and to undertake or execute any work on commission or by contract or otherwise.
12. Generally to purchase, take on lease or in exchange, hire or otherwise acquire, any movable or immovable property and any rights or privileges which Company may think necessary or convenient for the purpose of its business and in particular any lands, buildings, easements, machinery, plant and stock in trade.
13. To enter into arrangements with any government authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objectives or any of them and to obtain from such government or authority, any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
14. To employ or otherwise acquire technical experts, engineers, machine, foremen and skilled and unskilled labour for any of the purposes or business of the Company.
15. To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
16. To apply for, purchase or otherwise acquire any patents, brevets d' invention, licenses, concessions and the like, conferring and exclusive or non-exclusive or limited rights to use or any secret or others information as to any invention 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 or the acquisition of which may seem calculated directly or indirectly to the benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so required.
17. To pay for any business, property or rights acquired or agreed to be acquired by this company and generally to satisfy any obligation of this company by the issue or transfer of shares of the Company or any other Company credited as fully or partly paid up or of debentures or other securities of this or any other Company.
 18. To pay, satisfy or compromise any claim made against the Company, which it may seem expedient to pay, satisfy or compromise.
 19. To advance and lend moneys upon such securities or without securities therefore as may be thought proper and to invest such of the Company's money not immediately required, in such manner as may from time to time determined by the Directors of the Company.
 20. To accept payment for any property or rights sold or otherwise or in shares of any Company, with or without preferred rights in respect of dividends or payment of capital or otherwise or in debentures or debenture stock or other securities of any Company or Corporation or by generally on such terms as such Company may determine and to hold deal with or dispose of any consideration so received.
 21. To borrow and secure the payment of money in such manner and on such terms as the directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the company, present or future including uncalled capital.
 22. To apply for tender, purchase or otherwise acquire contracts, sub-contracts, licenses and concessions of all or any of them and to undertake, execute, carryout dispose of or otherwise turn to account the same and to sublet all or any contracts for time to time and upon such terms and considerations as may be thought expedient.
 23. To open an account or accounts with any person or company, or with any bank or bankers or shroffs and to pay into and withdraw moneys from such account or accounts whether they be in credit or otherwise.
 24. To draw, make, accept, endorse, discount, execute and issue, negotiate, assign buy and sell or otherwise deal in cheques, drafts, promissory notes, Will of exchange, hundies, debenture, bonds, bills of lading, railway receipts warrants coupons and all other negotiable and transferable securities, instrument and documents.
 25. To adopt such means for making known the business and / or products for this company or any company or any company in which this company is interested as its agent, representatives or in any other way, by advertisements in papers, magazines, through periodicals, cine slides and films, by issue of circulars, posters, calendars exhibiting by publication of books, periodicals and by granting prizes, rewards and donations, subject to Section 293A of Companies Act.

26. To establish and support funds and institutions calculated to benefit employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such person and to grant pensions and allowances and to subscribe or guarantee money for charitable objects.
27. To train or pay for the training in India or abroad of the Company's employees or any other candidates in the interests and for the furtherance of the Company's objects and business.
28. To remunerate any person or Company for Services rendered or to be rendered in or about the formation or promotion of the Company, or the conduct of its business.
29. To create any depreciation funds, reserve funds or any other special fund whether for repairing, improving, extending or maintaining any property of the Company for any other purpose conducive to the interest of the Company.
30. To procure the recognition of the Company in any country, state or place and to establish and open branches anywhere in India or abroad and regulate agencies for the Company's business.
31. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company think fit and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those of this Company.
32. To provide for the welfare of the Directors, officers, employees and ex-directors, ex-officers and ex-employees of the Company and wives, widows and families or for dependents or connections of such person, by building or contributing to the building houses, issuing bonus, or other payments, or by creating and from time to time subscribing or contributing towards places of instruction and recreations, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit and to subscribe or contribute or otherwise assist or to guarantee money to charitable, benevolent, religious, scientific, national, public or other institutions and objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation or of public and general utility or otherwise.
33. Subject to the Companies Act to amalgamate with any other Company having objects altogether or in part similar to those of this company.
34. On the event of winding up, to distribute any of the property of the Company amongst the members of this Company in specie or in kind.

C. OTHER OBJECTS OF THE COMPANY NOT INCLUDED IN (A) AND (B) ABOVE.

1. To conduct all or any of the several operations connected with the purchase and sale, packing, ware house, transporting or transshipment of any type of merchandise and goods and to carry on the business of shipping and clearing agents.

2. To undertake, conduct or carry on all or any of the business or trade commonly undertaken conducted or carried on by merchants, dealer, warehousemen, importers, exporters, characters, wharfingers, carrier, transporters, freighters, shippers, prospectors, explorers, underwriters, promoters, packers, preservers, stores, stockiest distributors, furnishes, outfitters, supplies, manufacturers, advertisers, exhibitors, millers, all kinds of industrial manufacturing, commercial, trading, financial, agricultural and other operations.
3. To deal in materials required for the packing and preservations and dispatch of finished and unfinished goods, raw materials and articles.
4. To carry on the business of bottlers, canners, preservers, dehydrators, malsters, dealers, merchants of fruits, vegetables, plants and liquors of every description including Indian made foreign liquors, by products there from tonics, vitamin beverages, flavored drinks, nectars, punch, vinegar, acetic acid, glucose, protein malts, shops, carbonic acid, mustard pickles, sauces.
5. To carry on the business of marketing, trading, selling, and distributing all categories of consumer goods, capital goods, industrial goods, branded or otherwise indigenous or imported under its own brand names and or otherwise on a Regional and National Level.
6. To buy, sell, design, modify, lease, develop, assemble and deal in computer, computer peripherals, equipments, hardware accessories and software of all types and configuration, printers, computer stationeries, scanners, modem, calculators, telecommunications products in India and abroad.
7. To carry on all or any of the business of electronic engineers, electricians, fabricators and traders of electronic equipments.
8. To provide computer training and consultancy services and to survey the customer's needs, develop information systems, develop and test computer program process, data and evaluate results emerging after processing for local as well as for foreign clients, supply of manpower, setting up subsidiaries.
9. To carry on the business of flat promoters, to sell, let on lease or otherwise dispose off apartments therein and to provide for the tenants and occupiers thereof the services and conveniences connected therewith.
10. To produce, purchase, refine, import, export, sell and generally deal in plastic components, articles and precision tools and dies and moulds and generally in all types of plastic and other allied synthetic materials.

IV. THE LIABILITY OF THE MEMBERS IS LIMITED

V. The authorized share capital is Rs.50,00,000/- (Rupees Fifty Lakhs only) divided into 5,00,000/- (Five lakhs only) Equity Shares of Rs.10/- each (Rupees Ten only) each. The Company has power from time to time to special rights, privileges conditions or restrictions, as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions or restriction in such manner as may for the time being permitted by the Articles of Association of the Company for

the legislative provisions for the time being in force in that behalf.

VI. We, the several persons, whose names and addresses are subscribed hereto, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of equity shares in the capital of the Company set opposite to our respective names.

SI. No.	Signature, Name, Address, Description And Occupation of the Subscribers	No. of Equity Shares taken by Each Subscriber	Signature, Name, Address, Description of Witness
1.	-sd- Gina Koshy D/o Koshy Daniel, Thandaseril, Theepany, Thiruvalla 689101 PAN – AIMPV8018P Date of Birth – 04-03-1979 Occupation - Business	2,75,000 (two lakh sevnty five thousand) equity shares of Rs. 10/- (Rs. Ten) each.	All the subscribers signed before me at Chennai.
2.	-sd- Ciby Varghese S/o K Mathew Varghese A1, Abhilash Apartments, South Janatha Road, Palarivattom, Kochi 682025 PAN – ACPPV1727L Date of Birth – 03-01-1974 Occupation - Business	2,25,000 (Two Lakh twenty five thousand) equity shares of Rs. 10/- (Rs. Ten) each.	-sd- R. Subburathinam Charter Accountant No.3, Ramachandra Iyer Street, T Nagar, Chennai 600017.

Place: CHENNAI
Date: 03-01-2011

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
BIMAGENIE INSURANCE BROKING PRIVATE LIMITED

PRELIMINARY

1. The regulations contained in Table 'A' in the First Schedule to the Companies Act, 1956, shall apply to the Company in so far as these Articles do not exclude or modify them.

INTERPRETATION

2. (1) (i) Unless the context otherwise require, words or expressions contained in these Articles shall bear the same meaning as in the Companies Act or any statutory modifications thereof in force on the date on which the Articles become binding on the Company.

(ii) The Act or 'The Companies Act' means the Companies Act, 1956 and includes where the context so admits any re-enactment or statutory modifications thereof the time being in force.

(iii) These Articles of 'These Presents' or These Regulations' means these Articles of Association as now framed or framed or altered from time to time and shall include the 'Memorandum of Association' where the context so requires.

The Company means **BIMAGENIE INSURANCE BROKING PRIVATE LIMITED**

3. The Board or the Board of Director's means the Board of Directors of the Company for the time being.
4. 'Directors' means the directors for the time being of the Company.
5. 'The Office' means 'Registered Office' for the time being of the Company.
6. 'Share Capital' means the capital for the time being issued or authorized to be issued for the purposes of the Company.
7. 'Member' has the meaning assigned thereto by Section 41 of the Act.
8. 'Dividend' includes bonus or interest allowed to any member or members in respect of share or shares held by him or them.
9. 'General Meeting' means a meeting of members.
10. 'Paid up' includes credited as paid up.
11. 'Person' includes any Corporation or Company as well as individuals.
12. 'Body Corporate' has the meaning assigned thereto by Section 2 (7) of the Act.
13. 'Proxy' includes attorney duly constituted under a Power of Attorney.

14. 'Seal' means the Common Seal for the time being of the Company.

PRIVATE COMPANY

3. The Company is Private Limited Company within the meaning of Section 3 (1) (iii) of the Companies Act, 1956.

A. The minimum paid-up capital of the Company shall be Rs.5,00,000/-- or such higher amount as may be prescribed and

B. By its Articles.

(i) The right to transfer the shares of the Company is restricted in the manner and to the extent hereinafter appearing.

(ii) The number of members of the Company shall be limited to 50 not including

a. Persons who are in the employment of the Company, and

b. Persons who having been formerly in the employment of the Company were members of the Company while in that employment and have continued to be members after the employment ceased. Provided that where two or more persons hold one or more shares in the Company jointly, they shall for the purpose of these Articles, be treated as a single member.

(iii) No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.

(iv) Prohibits any invitation or acceptance of deposits from persons other than its members, directors or their relatives.

SHARES

4. The authorized Capital of the Company is Rs.50,00,000/- (Fifty Lakhs only) divided into 5,00,000 (Five lakhs only) Equity shares of Rs.10/- (Rupees Ten only) each with power to increase or reduce the capital of the company and to divide the shares in the capital into several classes and to attach them respectively such preferential, deferred, qualified or special rights, privileges and conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be provided by the Articles of Association.

5. The Shares in the Capital of the Company shall be under the control of the Directors who may allot, grant option over or otherwise dispose of the same at such times and to such persons and in such manner and upon such terms as they may think fit and proper.

6. Whenever the share capital of the Company is by reason of the issue of preference share otherwise, divided into different classes of shares, all or any of the rights and privileges attached to any class may, subject to the provisions of the Companies Act, be modified, commuted, affected, abrogated or dealt with subject to (a) the consent in writing of the holders of not less than three-fourths of the issued shares of that class (b) sanction of the special resolution passed at a separate meeting of the holders of issued shares of that class.

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

8. Every member who intends to transfer shares, hereinafter called the transferor shall give fourteen days notice in writing to the Board of Directors, of his intention. The notice shall

constitute the Board as his agent for the sale of the said shares in one or more lots, at the discretion of the Board of Directors.

9. The right of transfer is limited to shares that are free from any lien or charge in Favor of the Company.
10. In respect of any shares registered in the joint names of two or more persons, on the death of any shareholder the surviving shareholder or shareholders shall be the only persons entitled to be recognized as having any rights in the said shares. In the event of the last surviving joint shareholder, the provisions herein applicable on the death of a sole shareholder shall apply.
11. On death of a sole shareholder or of the last surviving, the legal representatives of the deceased shareholder shall be admitted as members of the Company by the Board of Directors and registered as such in the books thereof. If the legal representatives of a sole shareholder or of the last surviving shareholder as the case may be, shall be given by the Board to a member of the Company at such price as may be fixed by the Board in its discretion.
12. In the event of the insolvency of any joint shareholder, the other joint shareholder or shareholders shall be the person solely entitled to the shares so jointly held.
13. The Board may decline to recognize any instrument of transfer, unless (a) the instrument of transfer is in the form prescribed by the Act and accomplished by the certificate of shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer, and (b) the instrument of transfer is in respect of only class of shares, a fee not exceeding Rs.2/- may be charged for each transfer by the Directors and shall be paid before registration thereof.
14. Nothing herein contain shall release the estate of a deceased joint shareholder from any liability in respect of any shares that had been jointly held by him with other persons.
15. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve notice on him, requiring payment of so much of the call or installment as is unpaid together with any interest which may have accrued.
16. The notice aforesaid shall (a) name a further date not being earlier than the expiry of 14 days from the date of the service of the notice on or before which the payment required by the notice is to be made, and (b) state in the event of non-payment on or before the day so named, the shares in respect of which the call was made will be liable to be forfeited.
17. If requirements of any such notice as aforesaid are not complied with, any shares in respect of which the notice has been given may, at any time thereafter, before payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
18. A forfeited shares may be sold or otherwise disposed of on such terms and in such manner as the Board of Directors thinks fit. At any time before the sale or disposal as aforesaid, the Board may, cancel the forfeiture on such terms, as it thinks fit.
19. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall not with standing the forfeiture, remain liable to pay the Company all money which, at the date of forfeiture were presently payable by him in respect of the shares.

BORROWING POWERS

20. Subject to the provisions of Section 292 of the Act, the Board of directors may from time to time at their discretion raise or borrow or secure the payment of any such sum or sums of money for the purpose of the Company.
21. The Board of Directors may raise or secure the payment or payments 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 debentures or/ debenture stock of the company charges upon all or any part of the property of the Company both present and future, including its uncalled capital for the time being and directors may on behalf of the Company
22. Debentures, debenture-stocks, bonds or other securities may be issued at discount, premium or otherwise and any special privileges as to redemption, surrender, drawing, allotment of shares and appointment of directors and otherwise. No debenture shall, however, carry any voting rights at any meeting of the Company.
23. Any debenture-stocks, bonds, or other securities may be issued at discount, premium or otherwise and any special privileges as to redemption, surrender, drawing, allotment of shares and appointment of Directors and otherwise. No debenture shall, however, carry any voting rights at any meeting of the Company.

GENERAL MEETINGS

24. The provisions of regulations 47, 48, 49(1) and 50 to 63 of Table 'A' both inclusive, shall apply.
25. Subject to the provisions contained in Sections 166 and 210 of the Companies Act, as far as applicable to private companies, the Company shall in each year, hold in addition to any other meeting, a General Meeting as its annual general meeting and shall specify the meeting as such in the notices calling it and not more that 15 months shall elapse between one Annual General Meeting of the Company and that of the next.
26. Every Annual General Meeting shall be called for at a time during business hours and on such date (Not being a public holiday) as the Directors may from time to time determine subject to article 27 hereof and it shall be held either at the Registered Office of the Company or at such other place within the city, town or village in which the Registered office of the Company is situated.
27. Subject to the provision of Section 169 of the Companies Act, a General Meeting for passing either a special resolution or an ordinary resolution may be called by giving not less than 7 days notice in writing duly specifying the place, the day and the hour of the meeting, to the person entitled to sit thereat in the manner laid down in the Act. Notices of such meetings shall be sent to the members in accordance with the provisions of the Act and the regulations contained in Table 'A' thereto. However, a General Meeting, either Annual or Extra-Ordinary, may be called after giving shorter notice than that specified above, if consent is accorded thereto by members holding not less than 75% of the paid-up equity share capital of the Company. Section 173 (2) of the Companies Act, 1956 shall not apply to this Company and accordingly where any special business is to be transacted at a General Meeting there shall not be need to annexed explanatory statement to the notice.

DIRECTORS

28. The number of Directors shall not be less than two or more than twelve including all kinds of directors. The following persons shall be the First & Permanent Directors of the Company.

1. **CIBY VARGHESE**
2. **GINA KOSHY**

29. The quorum necessary for transaction of the business of the Director shall be two subject to the provisions of Section 287 of the Companies Act.

30. No holding of shares shall be required of any persons to qualify for the office of the Director

ALTERNATE DIRECTOR

31. 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 effect and such appointee, while he holds office as an alternate director, shall be entitled to notice of meetings of the Board and to attend and vote thereat accordingly, but he shall not require any qualification shares and shall ipso facto vacate office if and when the Original Director returns to the State in which meetings of the Board are ordinarily held or the Original Director returns to the state in which meeting of the board are ordinarily held or the Original Director vacates office as Director whichever is earlier.

32. Each Director shall be entitled to a fee not exceeding such sum as may be prescribed by the Central Government under Section 310 of the Act, by way of sitting fees for each meeting of the Board. The Directors shall also be entitled to be paid traveling, hotel and other reasonable expenses incurred in connection with their attendance at Board Meetings and otherwise in the execution of their duties as Directors.

MANAGING DIRECTOR

33. The Board may, from time to time, appoint one or more of their body to be the Managing Director or joint Managing Director of the Company for such period and upon such terms as to remuneration or otherwise as the Board may think fit and may delegate any of their powers to such Managing Director or joint Managing Director and may from time to time but, subject to an agreement, if any made between the Company and such managing Director or joint Managing Director, revoke and discharge any such appointment or delegation of power or either wholly or in part and either as to reasons or purposes but every Managing Director or joint Managing Director shall in the exercise of the power delegates, conform to all such regulations as may be prescribed by the Directors. Until otherwise determined by the Board, the Managing Director may exercise all the powers exercisable by the Directors save such powers as by the Act or by these articles shall be exercisable only by the Directors themselves. The Managing Director shall be entitled to delegate all or some of his powers to such other Director, Manager, Agent or other persons such powers of attorney as he may deem expedient and such power at his pleasure to revoke. The Managing Director shall not, while he continues to hold office, be subject to retirement by rotation and he shall not be taken into account in determining the rotation of retirement of Directors or the number of Directors to retire and his appointment shall be subject to determination ipso facto if he ceases from any cause to be Director, or if the Company in General Meeting resolves that his tenure of office Managing Director be determined. All acts done by any such Managing Director in conformity with the Provision of these articles and in fulfillment of the purposes of his appointment but not otherwise shall have the like force and effect as if done by the Directors.

NOMINEE DIRECTORS

34. If the Company should obtain or arrange to have any assistance by way of finance or otherwise from financial institutions, finance corporations, or bodies or banks and if as part of such arrangement or assistance and as per terms and conditions, thereof, such corporations or institutions or banks or bodies were entitled to appoint or nominate their representative or representatives as member or members of the Board of Directors of the Company, then such corporations, bodies, institutions or Banks, may appoint or nominate any persons of their choice and vary or change such nominations or appointment as they may deem fit from time to time. The requirement of qualification shares or retirement by rotation shall not apply to such nominee directors.

POWERS OF THE BOARD

35. The Board may, from time to time delegate to any Director, Local Board, Attorney, Agent, Manager or Secretary and of the powers authorities and directions for the time being vested in the board and such appointments of delegation may be made on such terms and conditions including power to sub-delegate, and the Board may think fit and Board may, at any time, annual or vary such delegation but no person dealing in good faith without notice of such annulment or variation shall be thereby affected.
36. The Board may, from time to time, at its discretion raise, borrow, secure any payments of or lend any sum or sums of money for the purpose of the Company.
37. Any Debenture, Debenture stocks, bonds or other securities may be issued at a discount, premium or authorize and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.
38. The Board may raise or secure the payment or repayment of such sums in such manner and conditions in all respects as it thinks fit, and in particular by the issue of debentures stock of the Company charges upon all or part of the property of the Company (both present and future) including its uncalled capital for the time being.
39. Debenture, Debenture stocks, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

DIVIDEND

40. Subject to the provision of Section 205 of the Act, no dividend shall be paid except out of the profits of the year or any other undistributed profits including reserves.
41. A Dividend warrant may be sent by post to the last registered address of the member entitled thereto and the receipt of the person whose name, at the date of declaration of the dividend appears in the register of members, as the owner of any share shall be good discharge to the Company for all payments made in respect of such share. No unpaid dividend shall bear interest as against the Company.
42. Any moneys, investments or other assets, forming part of the undistributed profits of the Company and available for distribution as dividend or representing premium received on the issue of share may, if sanctioned by the Company in General Meeting, dividend and in the same proportion and all or any part of such capitalized sum may if sanctioned as aforesaid, be applied on behalf of such shareholders in paying up in full either at par or at a premium and un-issued

shares, debentures or debentured stock or in or towards payment of any uncalled liability on any issued shares, debentures or debenture stock.

SERVICE OF DOCUMENT/NOTICE

43. A document (including a notice) may be served by the Company on any member either personally or by sending it by post to him to his registered address or if he has no registered address, to the address if any, supplied by him to the Company or if no address has been supplied, to the address known to the best of knowledge and belief of the Company Service effected as aforesaid shall be deemed sufficient service.

INDEMNITY

44. Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any bonafide proceedings, whether civil or criminal, touching the affairs of the Company, except such liability which, by virtue of any rule of law, would attach to him in respect of any negligence, default, misfeasance, breach of duty or breach of trust of which he may be guilty in relation to the company.

WINDING UP

45. If the Company shall be wound up, the liquidator may, with the sanction of a special Resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

BOOKS OF ACCOUNTS

46. (a) The Board shall cause proper books of accounts to be maintained under Section 209 of the Act.
(b) The Board shall also from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the books of accounts and books and documents of the Company or any of them shall be open to the inspection of members (not being Directors)
(c) No member (not being a Director) shall have any right of inspecting any account book or document of the Company except as conferred by the Act and other laws authorized by the Board or by the Company in General Meetings.

AUDIT

47. (a) The first Auditors of the Company shall be appointed by the Board of Directors
Within one month after its incorporation who shall hold office till the conclusion of first Annual General Meeting.
(b) The Directors may fill up casual vacancy in the office of the Auditors.
(c) The remuneration of Auditors shall be fixed by the Company in General Meeting except, the remuneration of the first of any Auditors appointed by the Directors may be fixed by the Directors.

BALANCE SHEET AND PROFIT AND LOSS ACCOUNT

48. In terms of the provisions of the Act, Balance Sheet and Profit & Loss Account of the Company will be audited at lease once in a year by Auditors.

SEAL

49. The Board shall have power to provide a Common Seal for the purpose of the Company and from time to time cancel the same and substitute a new seal in lieu thereof. Except by the authority of a resolution of the Board, the seal shall be affixed only in the presence of and subscribed by any two directors at least.

SECURITY

50. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company, shall if so required by the Board of Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when required to do so by the Directors or any general meeting or by the law of the Country and except so far as may be necessary in order to comply with any of the provisions in these presents, and the provisions of the Act.

Sl. No.	Signature, Name, Address, Description and Occupation of the subscribers	Signature, Name, Address, Description and Occupation of Witness
1.	-sd- Gina Koshy D/o Koshy Daniel, Thandaseril, Theepany, Thiruvalla 689101 PAN – AIMPV8018P Date of Birth – 04-03-1979 Occupation - Business	All the subscribers signed before me at Chennai. -sd-
2.	-sd- Ciby Varghese S/o K Mathew Varghese A1, Abhilash Apartments, South Janatha Road, Palarivattom, Kochi 682025 PAN – ACPV1727L Date of Birth – 03-01-1974 Occupation - Business	R. Subburathinam Charter Accountant No.3, Ramachandra Iyer Street, T Nagar, Chennai 600017.

PLACE: CHENNAI

DATE : 03-01-2011