

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 3341460

The Registrar of Companies for England and Wales hereby certifies that

KACHHIA SAMAJ (UK) LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, London, the 21st March 1997



N033414608

A handwritten signature in ink.

MR. G. RYAN

For The Registrar Of Companies



C O M P A N I E S H O U S E



COMPANIES HOUSE

Please complete in typescript,
or in bold black capitals.

12

Declaration on application for registration

3341960

Company Name in full

KACHHIA SAMAT (UK) LIMITED



F012001J

I, BALVINDER CHOWDHARY On Behalf Of
APEX COMPANY SERVICES LIMITED

of 46A SYON LANE, ISLEWORTH, MIDDLESEX TW7 5NQ

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [~~Solicitor engaged in the formation of the company~~] person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985† and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature



[Signature]

60, TE Drive, Isleworth, Middx

11th day of

March

One thousand nine hundred and ninety

Seven

• Please print name.

before me •

V. S. DHIR
SOLICITOR

Signed

[Signature]

Date

11/3/97

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

APEX COMPANY SERVICES LIMITED

46A SYON LANE, ISLEWORTH, MIDDLESEX TW7 5NQ

Tel 0181-568-6785

DX number

DX exchange

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh



COMPANIES HOUSE

Please complete in typescript,
or in bold black capitals.

Notes on completion appear on final page

10

**First directors and secretary and intended situation of
registered office**

3391 460

Company Name in full



F010001H

KACHHIA SAMAT (UK) LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

46A SYON LANE

Post town

ISLEWORTH

County / Region

MIDDLESEX

Postcode

TW7 5NQ

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

X

Agent's Name

APEX COMPANY SERVICES LIMITED

Address

46A SYON LANE

Post town

ISLEWORTH

County / Region

MIDDLESEX

Postcode

TW7 5NQ

Number of continuation sheets attached

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

APEX COMPANY SERVICES LIMITED

46 A SYON LANE, ISLEWORTH

MIDDLESEX Tel 0181-568-6785

DX number DX exchange

Companies House receipt date barcode

Form revised March 1995

When you have completed and signed the form please send it to the
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Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name **KACHHIA SAMAJ (UK) LIMITED**

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

APEX COMPANY SERVICES LIMITED

Previous forename(s)

Previous surname(s)

Address

46A SYON LANE

Usual residential address

For a corporation, give the registered or principal office address.

Post town

ISLEWORTH

County / Region

MIDDLESEX

Postcode

TW7 5NQ

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

27/2/97

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

APEX NOMINEES LIMITED

Previous forename(s)

Previous surname(s)

Address

46A SYON LANE

Usual residential address

For a corporation, give the registered or principal office address.

Post town

ISLEWORTH

County / Region

MIDDLESEX

Postcode

TW7 5NQ

Country

Day Month Year

Date of birth

Nationality

Registered in England

Business occupation

LIMITED COMPANY

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature

Date

27/2/97

Directors

(continued)

(see notes 1-5)

* Voluntary details	NAME	*Style / Title			*Honours etc		
		Forename(s)					
		Surname					
		Previous forename(s)					
		Previous surname(s)					
Address							
Usual residential address							
For a corporation, give the registered or principal office address.							
	Post town						
	County / Region				Postcode		
	Country						
		Day	Month	Year			
	Date of birth				Nationality		
	Business occupation						
	Other directorships						
		I consent to act as director of the company named on page 1					
	Consent signature				Date		

This section must be signed by
Either

**an agent on behalf
of all subscribers**

Signed

Date _____

Or the subscribers

Signed

Date

(i.e those who signed
as members on the
memorandum of
association).

Signed

Date

Signed

Date _____

Signed

Date _____

~~Signed~~

Date

Signed

Date

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.
The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was**:
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.



The Companies Act, 1985

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

Memorandum of Association of

KACHHIA SAMAJ (UK) LIMITED

1. The Name of the Company is :- **KACHHIA SAMAJ (UK) LIMITED.**
2. The Registered Office of the Company is to be situated in England and Wales.
3. The Company's objects are:
 - (a) i To purchase and hold a freehold property (hereinafter called the 'Community Hall').
 - ii. To employ the freehold property as a community centre, social club or day nursery;
 - iii. To let out The Community Hall for community centre, social club, day nursery, social functions, wedding banquets, meetings and any other similar purpose the Company may think fit.
 - iv. The members primary objective of utilising the community hall is for pujas (prayers) and this will take first preference and override other lettings.
 - v To acquire, establish, equip, furnish and maintain child care nurseries, sports halls, meeting rooms etc.
 - vi To liaise with local authorities, business agencies, sports institutions and any other community organisations to further the above mentioned objectives.
 - vii To acquire and deal with and take options over any property, real or personal, including the Community Hall, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.
 - viii To collect all charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Community Hall or any part thereof.

- ix To provide services of every description in relation to the Community Hall and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Community Hall and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Community Hall and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.
 - x To insure the Community Hall or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.
- (b) To carry on any other trade or business or activities whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the activities of the Company.
 - (c) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
 - (d) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
 - (e) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
 - (f) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
 - (g) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
 - (h) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.

- (i) To make any charitable donation either in cash or assets in furtherance of the primary objects of the Company in support of the 7 towns / villages of India, namely Bhagwanpura, Dhamrar, Godsamba, Ilav, Kachhia Bori, Mandvi and Navsari, and to undertake all types of charitable activities in the United Kingdom and all other parts of the world as long as such activities are related to the aforesaid 7 towns/villages of India.
- (j) To give or award remuneration, pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company and to the spouses, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their spouses, widows, children and other relatives and dependants. The above to be approved at an Annual General Meeting or Extraordinary General Meeting by at least 75% of the members present by show of hands.
- (k) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise, and either alone or in conjunction with others.
- (l) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND SO THAT:-

- (i) The Community Hall shall not be sold or otherwise disposed off unless 90% of the fully paid members voting at a General Meeting by show of hands or by proxy consent to the sale or disposal.
- (ii) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause if this Clause, or by reference to or inference from the name of the Company.
- (iii) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.
- (iv) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- (v) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification for re-enactment of that provision for the time being in force.

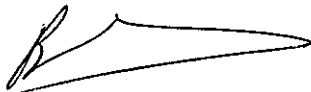
4. The income and property of the Company shall be applied solely towards the promotions of its objects as set forth in the Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company unless expressly approved at the Annual General Meeting or Extraordinary General Meeting by at least 75% of the members present by show of hands.
5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS



APEX NOMINEES LIMITED
46A Syon Lane
Osterley
Middlesex TW7 5NQ



APEX COMPANY SERVICES LIMITED
46A Syon Lane
Osterley
Middlesex TW7 5NQ

Dated this 27th day of February 1997.

WITNESS to the above signatures-



VIMAL SHAH
46A Syon Lane
Osterley
Middlesex TW7 5NQ

The Companies Act, 1985

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Articles of Association of

KACHHIA SAMAJ (UK) LIMITED

GENERAL

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject of context:-

WORDS	MEANING
The Act	The Companies Act 1985
These presents	These Articles of Association and regulations of the Company from time to time in force
The Company	The above-name Company
The Committee	The Committee of Management for the time being of the Company
The Office	The registered office of the Company
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month
In writing	Written, printed lithographed, or partly one and partly another, and other modes of representing and reproducing words in a visible form

And words importing the singular number only shall include the plural number, and vice versa.

Words importing persons shall include corporations.

2. Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

3. The provisions of the Act shall be observed by the Company and every member shall sign the register of members on becoming a member.
4. The Company is established for the purposes expressed in the Memorandum of Association.
5. The subscribers to the Memorandum of Association and such other persons as the Committee shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Company.
6. Only those persons following the Kachhia Samaj religion and whose ancestries can be traced back to one of the following seven towns / villages in India shall be entitled to become a member of the Company. These are: Bhagwanpura, Dhamrar, Godsamba, Ilav, Kachhia Bori, Mandvi and Navsari. No person shall be admitted a member unless he/she is first approved by the Committee and has either paid or agreed to pay £1,000; or paid or agreed to pay £500 if a full time student. In the case of full time students between the ages of 16 and 18 the payment of the £500 may be paid by small monthly instalments. The Committee shall have full discretion as to such admission. Any person admitted a member and who has not paid the full amount due of either the £1,000 or £500 in the case of full time student by the date of the completion of the purchase of the freehold property will be charged monthly interest on the outstanding balance at the rate of 25% per annum. In the case of full time students between the ages of 16 and 18 no such interest will be chargeable. By virtue of a person paying or agreeing to pay the membership fees and upon acceptance of such person as a member the member agrees unequivocally to be bound by the membership rules whether or not these rules were in force at the time of being admitted a member.
7. Where any person desires to be admitted to membership he/she must sign and deliver to the Company an application framed in such terms as the Committee may require. A member's contribution is not refundable whether partly or fully paid.
8. The Community Hall cannot directly be let to non members for their use at preferential rates. Every member shall be bound to further, to the best of his /her ability, the objects, interests and influence of the Company. Any member may be excluded from the Company by resolution of a majority of at least three fourths of the members present and voting at an Annual General Meeting or Extraordinary General Meeting at which not less than three fourths of the total members for the time being shall be present.

Preferential rates shall be applied for letting purposes to members as agreed at a General Meeting or Extraordinary General Meeting, subject to an overall maximum discount of 50% of the current charge.
9. The objects clauses 3 (a) iv and 3 (l) (i) can be amended provided 90% of the members as per the register at a General Meeting or Extraordinary General Meeting so approve by show of hands or by proxy.
10. Clauses 6 and 8 of the Articles of Association can be amended provided 90% of the members as per the register at a General Meeting or Extraordinary General Meeting so approve by show of hands or by proxy.
11. If a member wishes to call Extraordinary General Meeting he / she will require written support from 2/3rd of the members as listed in the register..

GENERAL MEETINGS

12. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Committee, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Company holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
13. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
14. The Committee may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 132 of the Act.
15. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notices as those members may think fit.
16. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

17. All business shall be deemed special that is transacted at an Annual General Meeting with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Committee and of the Auditors, the election of members of the Committee in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.
18. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided the quorum shall be $\frac{2}{3}$ rd of the total membership as per the members register who are personally present. Or if no quorum is present another meeting shall be called in 7 days and if no quorum is present at this meeting then meeting will commence with the members present.
19. The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.
20. In the case of any equality of votes, the Chairperson of the meeting shall be entitled to a second or casting vote.

VOTES OF MEMBERS

21. Subject as hereinafter provided, every member shall have one vote.
22. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his membership, shall be entitled to vote on any question at any General Meeting.
23. Votes must be given personally by show of hands or by proxy where applicable.
24. The instrument appointing a proxy shall be in writing under the hand of the appointor or his/her attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.
25. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. No instrument appointing as proxy shall be valid after the expiration of twelve months, from the date of its execution.
26. A vote again given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.
27. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

KACHHIA SAMAJ (UK) LIMITED

I,
of
a member of **KACHHIA SAMAJ (UK) LIMITED**
hereby appoint

of
and failing him/her

of

to vote for me and on my behalf at the (Annual or Extraordinary, or Adjourned, as the case may be) General Meeting of the Company to be held on the

day of
and at every adjournment thereof.

As witness my hand this

day of

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COMMITTEE

28. To be eligible for the post of management Committee all the members contributions and outstanding liabilities must be settled in full two years prior to such admission or unless they are fully paid members at the date of completion on acquiring the Community Hall.
29. The number of the members of the Committee shall not be less one nor more than five.
30. The first members of the Committee of the Company shall be the person or persons named in the Statement delivered under Section 10 of the Act.
31. The first members of the Committee may appoint a person or persons who are willing to act to be members of the Committee, either to fill a vacancy or as additional Committee members, provided that the appointment does not cause the number of Committee members to exceed any number fixed by or in accordance with the articles as the maximum number of Committee members. A Committee member so appointed shall hold office only until the next following annual general meeting but shall be eligible for re-appointment at such annual general meeting. If not so re-appointed he shall vacate office at the conclusion thereof.

POWERS OF THE COMMITTEE

32. The business of the Company shall be managed by the Committee who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by statute or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Company and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Committee which would have been valid if such regulation had not been made.
33. The members for the time being of the Committee may act notwithstanding any vacancy in their body; provided always that in case the members of the Committee shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Committee for the purpose of admitting persons to membership of the Company, or of summoning a General Meeting but not for any other purpose.

SECRETARY

34. The Secretary shall be appointed by the Committee for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The Committee may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting. Any remuneration provided will have to be approved at the Annual General Meeting or Extraordinary General Meeting by at least 75% of the members present.

DISQUALIFICATION OF MEMBERS OF THE COMMITTEE

35. The office of a member of the Committee shall be vacated if:-
- a. he/she ceases to be a member of the Committee by virtue of any provision of the Act of he/she becomes prohibited by law from being a director; or
 - b. he /she becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or
 - c. he/she is, or may be, suffering from mental disorder and either:-
 - i. he/she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland an application for admission under the Mental Health (Scotland) Act 1960, or
 - ii. an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator, bonis or other person to exercise powers with respect to his/her property or affairs; or
 - d. he/she resigns his/her office by notice to the Company.
36. In the event of the number of Committee Members remaining below three for a period of not less than four weeks the Company may in General Meeting elect a new Committee Member and may also (subject to paragraph 31 hereof) from time to time in General Meeting increase or reduce the number of members of the Committee and may make appointments necessary for effecting such increase.
37. In addition and without prejudice to the provisions of the Act, the Company may by Extraordinary Resolution remove any member of the Committee before the expiration of his/her period of office, and may by an Ordinary Resolution appoint another qualified member in his/her stead; but any person so appointed shall retain his/her office so long only as the member in whose place he is appointed would have held the same if he/she had not been removed. However, this must be approved by 2/3rd of members present at the Annual General Meeting or Extraordinary General Meeting.

PROCEEDINGS OF THE COMMITTEE

38. The Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairperson shall have a second or casting vote.
39. A member of the Committee may, and on the request of a member of the Committee the Secretary shall, with 7 days notice, summon a meeting of the Committee by notice served upon the several members of the Committee. A member of the Committee who is absent from the United Kingdom shall not be entitled to notice of a meeting.
40. A meeting of the Committee at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Committee generally.

41. The Committee may delegate any of their powers to committees consisting of such member or members of the Committee as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Committee provided that the acts and proceedings of such committees shall be reported fully and promptly to the committee and that no such committee shall expend funds otherwise than in accordance with a budget agreed by the committee. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Committee so far as applicable and so far as the same shall not be superseded by any regulations made by the Committee
42. All acts bona fide by any meeting of the Committee or of any sub-committee formed by the Committee, or by any person acting as a member of the Committee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Committee.
43. The Committee shall cause proper minutes to be made of all appointments of officers made by the Committee and of the proceedings of all meetings of the Company and of the Committee and of the committees of the Committee, and all business transacted at such meetings, and any such minutes of any such minutes of any meeting, if purporting to be signed by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
44. A resolution in writing signed by all the members for the time being of the Committee or of any sub-committee formed by the Committee who are entitled to receive notice of a meeting of the Committee or of such sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Committee or of such sub-committee duly convened and constituted.

ACCOUNTS

45. The Committee shall cause accounting records to be kept in accordance with the Act.
46. The accounting records shall be kept at the office, or, subject to the Acts at such other place or places as the Committee shall think fit, and shall always be open to the inspection of the members of the Committee.
47. The Committee 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 members not being members of the Committee, and no member (not being a member of the Committee) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Committee or by the Company in General Meeting.

48. At the Annual General Meeting in every year the Committee shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company) made up to a date not more than four months before such meeting, together with a proper balance sheet make up to the same date. Every such balance sheet shall be accompanied by proper reports of the Committee and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The auditors report shall be open to inspection and be read before the meeting as required by the Act.

AUDIT

49. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
50. Auditors shall be appointed and their duties regulated in accordance with the Acts, the members of the Committee being treated as the Directors mentioned in those Sections.

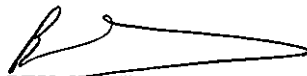
NOTICES

51. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter, addressed to such member at his/her registered address as appearing in the register of members.
52. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him/her, shall be entitled to have notices served upon him/her at such address, but save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Company.
53. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same was put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.
54. Committee meetings and Extraordinary General Meetings can be called at short notice by telephone in case of emergencies.

NAMES AND ADDRESSES OF SUBSCRIBERS



APEX NOMINEES LIMITED
46A SYON LANE
OSTERLEY
MIDDLESEX
TW7 5NQ



APEX COMPANY SERVICES LIMITED
46A SYON LANE
OSTERLEY
MIDDLESEX
TW7 5NQ

Dated this 27th day of February 1997

Witness to the above Signatures:-



VIMAL SHAH
46A SYON LANE
OSTERLEY
MIDDLESEX
TW7 5NQ