

THE COMPANIES ACT, 1956
Company limited by shares
ARTICLES OF ASSOCIATION

OF
ERP SOFT SYSTEMS LIMITED
CONSTITUTION

1. The Regulations contained in Table "A" in the first schedule to the Companies Act, 1956, shall not apply to the company except in so far as they are embodied in the following Articles.

INTERPRETATION CLAUSE

2. In these presents, the following words and expressions shall have the following meanings unless excluded by the subject or context:-

- (a) "The Act" or "The Companies Act" shall mean "The Companies Act, 1956".
- (b) "The Board" or "The Board of Directors" means a meeting of the Directors duly called and constituted or as the case may be, the Directors assembled at a Board, or the requisite number of directors entitled to pass a circular resolution in accordance with these Articles.
- (c) "The Company" or "this Company" means "ERP SOFT SYSTEMS LIMITED".
- (d) "Directors" means the Directors for the time being of the Company.
- (e) "Writing" includes printing, lithography, type-writing and any other usual substitute for writing.
- (f) "Members" means members of the Company holding a share or shares of any class.
- (g) "Month" shall mean a calendar month.
- (h) "Paid-up" shall include "credited as fully paid-up".
- (i) "Person" shall include any Corporation as well as individuals.
- (j) "These presents" or "Regulations" shall mean these Articles of Association as now framed or altered from time-to-time and shall include the Memorandum where the context so requires.

SHARE CAPITAL

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3. a.

The Authorised Share Capital of the company is Rs.450,00,000/- (Rupees Four hundred and fifty Lakhs) divided into 45,00,000 (Fourty five lakhs) Equity shares of RS.10/- (Rupees ten) each with power to increase or

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reduce the capital.

- b. The Board may issue and allot shares in the capital of the Company as payment or part payment for any property sold or goods transferred or machinery or appliances supplied, or for services rendered to or to be rendered to the Company in or about the formation or promotion of the Company or the acquisition and/or conduct of its business and any shares may be so allotted/credited as fully paid-up shares, or credited as partly paid-up shares.
- c. Subject to the other provisions and restrictions contained in these presents, the shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and conditions at par or at a premium and for cash or otherwise and at such time as the Directors may think fit, provided that, an option or right to call of shares shall not be given to any person(s) except with the sanction of the Company in General Meeting.

JOINT HOLDERS

4. Where two or more persons are registered as the holders of any share they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship subject to the following and other provisions contained in these Articles:-

- a. The Company shall be entitled to decline to register more than four persons as the joint holders of any share.
- b. The joint holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which are to be made in respect of such shares.
- c. On the death of any one or more of such joint holders the survivor or survivors shall be the only person or persons recognised by the company as having any title to the shares but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.
- d. Only the person whose name stands first in the Register of the members may give effectual receipts of any dividends or other moneys payable in respect of such share.
- e. Only the person whose name stands first in the Register of the members as one of the joint holder of any shares shall be entitled to delivery of the certificate relating to such share or to receive documents from the company and any documents served on or sent to such person shall be deemed as served on all the joint holders.

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CALLS

- a. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the member for the time being in respect of the share for which the call shall have been made or the instalment shall be due shall pay interest for the same at the rate of 18% per annum from the day appointed for the payment thereof to the time of the actual payment or at such lower rate (if any), as the Board may determine.
- b. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times, whether on account of the amount of the share or by way of premium, every such amount or instalments shall be payable as if it were the call duly made by the Board and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or instalment accordingly.
- c. On the trial or hearing of any action or suit brought by the company against any member or his representatives to recover any debt or money claimed to be due to the company in respect of his share, it shall be sufficient to prove that the name of defendant, is, or was, when the claim arose, on the Register as a member, or one of the members in respect of the share for which such claim is made, and that the amount claimed is not entered as paid in 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 Board who made any call, nor that a quorum was present at the Board meeting at which any call was made was duly convened or constituted nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
- d. The Board of Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys and uncalled and unpaid upon any share

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- e. The company shall have a first and paramount lien upon all the shares (not being fully paid shares) registered in the name of each member (either solely or jointly with others) for all moneys (whether presently payable or not) or payable at fixed time in respect of those shares and upon the proceeds of sale thereof for his debts, liabilities and engagements solely or jointly with any other person, to or with the company whether the period for the payment fullfilment or discharged thereof shall have actually arrived or not. And such lien shall extend to all dividends and bonus from time to time declared in respect of such shares, provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. Unless otherwise agreed, the registration of the transfer of shares shall offer it as a waiver of the company's lien if any, of such shares.

TRANSFER OF SHARES

- a. Subject to the provisions of Section 111 of the Act, the Directors may, at their absolute discretion and without assigning any reason, decline to register any transfer of shares and in particular may so decline in any case in which the company has a lien upon the shares desired to be transferred or any of them remain and paid. However, the registration of the transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person (yes) indebted to the company on any amount whatsoever except lien of shares.
- b. The instrument of transfer shall be in writing and all the provisions of Sec-108 of the Company's Act, and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of shares and registration thereof.
- c. No fee shall be charged for registration of transfers or for effecting transmissions or for registering any letters of probate, letters of administration or similar other documents.
- d. The provisions of these Articles shall mutatis mutandis apply to the transfer or transmission by operation of law of debentures of the company.

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DIRECTOR

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held by him; and upon all are any part of the moneys so advanced, may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding (without the sanction of the company in general Meeting) 15 per cent per annum as may be agreed upon between the member paying the sum in advance and the Board of Directors. However, such moneys received in advance shall not confer on a share holder any right to participate in the dividend or profits of the company on such moneys received in advance.

FORFEITURE AND LIEN

- a. Any share forfeited shall be deemed to be the property of the company and the board may reallocate or otherwise dispose of the same in such manner as it thinks fit.
- b. The Board may, at any time before any share so forfeited shall have been sold, reallocated or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.
- c. Where any share under the powers in that behalf of herein contained is sold by the board and the Certificate in respect thereof has not been delivered up to the company by the former holder of such shares, the Board may issue a new certificate for such shares distinguishing it in such manner as it may think fit from the certificate not so delivered up.
- d. No unclaimed dividends shall be forfeited by the Board and the company shall comply with the provision of Sec-205(A) of the Act in respect of such dividends.

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Provided that the Board of Directors are authorised to agree to such changes or modifications as may become necessary.

SHARE CERTIFICATE

- a. Any person (whether the registered holder of the shares or not) being in possession of any share certificate or share certificates for the time being may surrender the share certificate to the company and apply to the company for the issue of two or more fresh certificates comprising the same shares bearing the same distinctive numbers comprised in the said certificates and in such separate lots as he may desire in lieu of such share certificate so surrendered or for the consolidation of the shares comprised in such surrendered certificates in to one certificate and the Directors may, at their discretion in lieu of and in cancellation of certificates so surrendered, issue one or more such certificates, as the case may be, in the name of the person or persons in whose name the original certificate stood and the new certificates so issued shall be delivered to the person who surrendered the original certificates or to his order. No fee shall be charged for issue of such new certificate.
- b. If a certificate be worn out, defaced or if there is no further space and the back thereof for endorsement of transfer, it shall, if required, be replaced by a new certificate, free of charge, provided however that such new certificate shall not be granted except upon delivery of the worn out, or defaced or used up certificate for the purpose of cancellation and shall be marked as so issued in lieu of the cancel share certificates.
- c. If a certificate is lost or destroyed, the company may, upon such evidence and proof of such loss or destruction and on such terms and conditions as to indemnity or otherwise, the Board may require, issue a new certificate.
- d. The Board of Directors may, at their discretion, at any time, recall any or all share certificates or any class of share certificates issued to the members and issue fresh certificates in lieu thereof for the shares respectively covered by the certificates so recalled and in so doing, may replace existing certificates by new certificates in any altered form and the Directors may at their discretion but with the consent of the respective share holders, issue one or more certificates for the purpose of consolidating all the share held by the member in to one certificate or in several certificates in convenient lots. No fee shall be charged for the issue of such certificates in exercise of the aforesaid power by the board of Directors.
- e. Share certificates should be issued within one month of the date of lodgment for transfer, transmission, subdivision, consolidation, etc.

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GENERAL MEETINGS

- a. The company shall, in addition to any other meetings hold a general meeting once a year, which shall be styled as Annual General Meeting.
- b. All General meetings, other than the Annual general Meetings of the company, shall be called Extra ordinary general meetings.
- c. The Managing Director may, whenever he thinks fit and shall if so directed by the Board convene a Extra ordinary general meeting at such time and place as the Managing Director may deem fit or subject to such directions, if any as the Board may impose.
- d. The Chairman of the Board of Directors or in his absences the Vice Chairman of the Board shall, if willing preside as Chairman at every General Meeting, Annual or Extraordinary. If there be no such Chairman or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting or being present decline to take the Chair, the Directors present may choose one of their members to be Chairman in default of their doing so, the members present shall choose one of their Directors to be Chairman and if no Director present be willing to take the chair, shall on a show of hands elect one of their member to be Chairman of the meeting.
- e. No business shall be discussed at any General meeting except election of the Chairman while the chair is vacant.
- f. No member shall be entitled to vote either personally or by proxy at any General meeting or meeting of a class of share of share holders either upon a show of hands or on poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the company has exercised any right of lien.

BOARD OF DIRECTORS

- a. The number of Directors shall be not less than three or more than twelve excluding any Debenture Director or alternate Director.
- b. The first Director of the company shall be :
 1. D.S.REDDY
 2. D.KOWSALYA
 3. D.SREELATHA
 4. K.PARVATHY
 5. SIVKUMAR REDDY

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- c. The Board shall have power at any time and from time to time to appoint any person as a Director as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting of the company and shall then be eligible for re-election.
- d. A Director shall not be required to acquire any qualification share but nevertheless shall be entitled to attend and speak at any General Meeting of the company and at any separate meeting of the holders of any class of shares in the company.
- e. Every Director shall be entitled to a sum of Rs.250/- for every meeting of the Board Directors or of any Committee thereof attended by him.
- f. The Directors shall also be paid all travelling, hotel and other expenses incurred to attend Director's or committee meetings or General meetings of the company or otherwise incurred in the execution of their duties and Directors.
- g. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the company, the company shall remunerate such Director, in such manner as may be determined by the Board of Directors and such remuneration may be in addition to the fee payable to him under the preceding article.
- h. Subject to the provisions of Sec-313 of the Act, the Board of Directors shall have power to appoint an alternate Director to act for a Director during his absence for a period of not less than 3 months from the date on which meetings of the Board are ordinarily held.
- i. A Director of this company may be or become a Director of any Company promoted by this company or in which it may be interested as a vendor, purchaser, share holder or otherwise and no such Director shall be accountable for any benefits received as Director or member of such company.

PROCEEDINGS OF DIRECTORS

- a. The Directors may elect from amongst themselves a Chairman and a Vice Chairman and determine the period for which he shall hold office. All meetings of the Directors shall be presided over by the Chairman or the Vice Chairman if present. But if at any meeting of the Directors, the Chairman or the Vice Chairman be not present within 5 minutes after the time appointed for holding the same, then the Directors present at the meeting shall choose one of their number then present, to be the Chairman of the meeting.

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- b. Subject to the provisions of the Act, questions arising at any meeting of the Directors shall be decided by a majority of votes. And in case of an equality of votes, the Chairman thereof shall have a second or casting vote.
- c. All the provisions in these presents, applicable with regard to the Chairman or conferring any powers or of application to him, shall, in his absence, or if he is unwilling to act, apply to the Vice Chairman and confer on him the said powers and duties.

MANAGING DIRECTOR

- a. Subject to the provisions of the Act, the Board may from time to time appoint one or more Directors to be Managing Director or Managing Directors (in which expression shall be included a Joint or Deputy Managing Director) of the company, for such term and at such remuneration as they may think fit.
- b. Subject to the provisions of the Act, the Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation; and he shall not be reckoned as a Director for the purpose of determining the rotation by retirement of Directors, or in fixing the number of Directors to retire. But (subject to the provisions of any contract between him and the company), he shall be subject to the same provisions regarding resignation and removal as the other Directors. And he shall, ipso facto and immediately cease to be a Managing Director if he ceases to hold the office of Director from any cause or for any reason.
- c. If, at any time, total number of Managing Directors, is more than one third of the total number of Directors, the Managing Directors who shall not retire shall be determined by and in accordance with their respective seniorities. For the purpose of this article, the seniorities of the Managing Directors shall be determined by the dates of their respective appointments as Managing Directors by the Board.
- d. The Directors may, from time to time, entrust to and confer upon the Managing Director for the time-being, such of the powers exercisable under these presents by the Directors as they may think fit; And may confer such powers for such time and to be exercised for such object and purposes and upon such terms and conditions and such restrictions as they think expedient. And they may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that behalf; and may from time to time, revoke withdraw, alter or vary all or any of such powers.

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[Signature]
DIRECTOR

- e. The Managing Director shall, subject to the supervision and control of the Directors, have power to do all such acts and things which the Managing Director shall think necessary or desirable in the management of the affairs of the company.
- f. The Managing Director may delegate all or any of his powers to such Managers, agents or other persons as he may deem fit and shall have power to grant to such Managers, Agents or other delegates such power of attorney as he may, subject to the approval of the Board of Directors deem expedient and such powers at pleasure to revoke.

WHOLE TIME DIRECTOR

- 13. a. Subject to the provision of the Act, the Directors may from time to time, appoint one or more of their body to the office of whole time Director under such designation as they may deem fit, for such term and at such remuneration as they may think fit.
- b. The whole time Director shall, subject to the supervision and control of the Board, exercise and perform all such powers and duties as are entrusted to him from time to time by the Board.

FINANCIAL INSTITUTION DIRECTOR

- 14. a. Notwithstanding anything to contrary contained in these articles, so long as any moneys remain owing by the company to the Industrial Credit and Investment Corporation of India Ltd (ICICI), the Industrial Development Bank of India (IDBI), the State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT) or any other Financial Corporation or Credit Corporation or any other Financial company, Bank or Body (hereinafter referred to in this Article as "the Corporation") pursuant to the loans granted by the Corporation to the Company, the Corporation shall have a right to appoint to time to time any person as a Director, whole time, in certain events of default; or non-whole time (which Director is referred to hereinafter as "nominee Director") on the Board of the Company and to remove such office any person so appoint and to appoint any person in this place.
- b. The Board of Directors of the company shall have no power to remove from office the nominee Director. At the option of the Corporation such nominee Director shall not be required to hold any share qualification in the company. Also at the option of the Corporation such nonnominee Director shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the nominee Director shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the company.

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 DIRECTOR

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- c. The nominee Director as appointed shall hold the said office only so long as any moneys remain owing by the company to the Corporation under the aforementioned loans. And the nominee Director so appointed in exercise of the said power, shall ipso facto, vacate such office immediately the said moneys owing by the company to the Corporation are paid off.
- d. The nominee Director appointed under this article shall be entitled to receive all notices of and attend all General meetings, Board meetings, meetings of the committee of which nominee Director is member and also receive the minutes of such meetings. The Corporation shall also be entitled to receive copies of all such notices and minutes.
- e. The company shall pay to the nominee Director sitting fees and expenses on the normal basis applicable within the company but if any other fees, commission, moneys or remuneration in any form are payable, to the Directors of the company such fees, commission, moneys and remuneration, in so far as they relate to such nominee Director, shall accrued to the Corporation. And the same shall accordingly be paid by the company to the Corporation. Any expenses that may be incurred by the Corporation or such nominee Director in connection with appointment or holding of Directorship hereunder, shall also be paid or reimbursed by the company to the Corporation or to such nominee director as appropriate. Provided that, if such nominee Director is an officer of the Corporation, the sitting fees in relation to such nominee Director shall be deemed to accrue to the Corporation; and the same shall accordingly be paid by the company directly to the Corporation.
- f. Provided also that in the event of default, the nominee Director being appointed as whole time Director, such nominee Director shall exercise such powers and duties as may be approved by the Corporation and have such rights as are usually exercised are available to the whole time Director in the management of the affairs of the company. Such nominee Director shall be entitled to receive such remuneration, fees, commission, moneys as may be approved by the Corporation subject to the approval of the Government of India.

BORROWING POWERS

- a. The Board may, at its discretion and subject to the provisions of the Act, from time to time, raise or borrow from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purposes of the company, provided that the Board shall not, without the sanction of the company in General Meeting, borrow any sum of money which together with moneys already

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DIRECTOR

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borrowed by the company (apart from loans repayable on demand or within six months from the date of the loan such as short term, cash credit arrangements, the discounting of bills and the issue of other short term loans of seasonal character, but not including loans raised for the purpose of financing expenditure of a capital nature obtained from the company's bankers in the ordinary course of business) will exceed the aggregate for the time being of the paid-up capital of the company and its free reserves; That is to say, reserves not set aside for any specific purpose. Debentures, Debenture stock, Bonds or other securities with a right to allotment of or conversion into shares, shall not be issued except with the sanction of the company in a General Meeting.

- b. The Board may raise or secure the repayment of such sum or sums in manner and upon such terms and conditions in all respects as it thinks fit, and in particular by the issue of bonds, perpetual or redeemable, Debenture 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.
- c. Any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, appoint of directors and otherwise. Debentures, Debenture-stock, 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.

COMMON SEAL

- a. The Directors shall provided for the safe custody of the seal, which shall only be used by the authority of a resolution of the Board of Directors or of a committee of the Board of Directors authorised by the Board of Directors in that behalf; And every instrument to which the seal shall be affixed, shall be signed by a Director and counter-signed by another Director or secretary or by some other person appointed by the Board for purpose.
- b. The Driectors can have an official seal which shall be a facimile of the common seal of the company for use outside India in connection with transaction of business outside India. Such official seal will, in addition, have on its face the name of the territory, district or place where it is to be used.
- c. the Directors by writing under the common seal, can authorise any person appointed for the purpose in that territory, district or place outside India to affix the official seal to any deed or other document to which the company is party in that territory, district or place.

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[Signature]

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- d. The authority of any agent authorised under the above sub section shall, as between the company and any person dealing with the Agent, continue during the period if any, mentioned in the instrument conferring the authority; or if the period is not mentioned, until notice of the revocation of determination of the Agent's authority, has been given to the person dealing with him.
- e. The person affixing any such official seal shall, by writing under his hand, certify on the deed or other documents to which the seal is affixed, the date on which and the place at which, it is affixed.
- f. A deed or other documents to which an official seal is duly affixed shall bind the company as if it has been sealed with the common seal of the company.

AUTHENTICATION OF DOCUMENTS

17. Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the company may be signed by a Director, the Managing Director, the Secretary or an Authorised officer of the company and need not be under the seal.

NOTICES

18. Any notice to be given by the company shall be signed by the Managing Director or Secretary or by such Director or such other Officer as the Directors may appoint. The Signature to any notice to be given by the company may be written or printed or lithographed.

INDEMNITY AND RESPONSIBILITY

- 19. a. Subject to the provisions of Sec-201 of the Act, the Managing Director and every Director, Manager or Secretary and other officer or employee of the company shall be indemnified by the company against and it shall be the duty of Directors to payout of the funds of the company all costs, losses and expenses (including travelling expenses) which any such Director, officer or employee may incur or become liable to by reason of any contract entered into or act or deed done by him as such Managing Director, Director, officer or employee or in any way in the discharge of his duties.
- b. Subject as aforesaid the Managing Director and every Director, Manager, Secretary or other officer or employee of the company shall be indemnified against any liability incurred by them or him in defending any proceeding whether civil or criminal, in which judgement is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Sec-633 of the Act, in which relief is given to him by the court.

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For ERP SOFT SYSTEMS LIMITED
L. G. S.
DIRECTOR

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- c. Subject to the provisions of Sec-201 of the Act, no Director or other officer of the company shall be liable for the Acts, neglect or default of any other Director of officer, or for any other Act, or infirmity or for any loss or expense devolving to the company through insufficiency of title to property aquired by order of the directors for and 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 or damage arising from the bankruptcy, insolvency or tortious act of any person, company or corporation with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occassioned by any any error judgement or oversight on his part, or for any other loss or damage or misfortune whatever which shall happen in the execution of teh duties of the office or in relation thereto, unless the same happens through his own dishonesty.

SECRECY CLAUSE

20. a. No member shall be entitled to visit or inspect the company's office or works without the permission of the Directors or Managing Director, or the require disclosure of any information respecting any detail of the company's trading or any matter which may be in the nature of a trade secret, mistry of trade or secret process which may relate to the conduct of the business of the company and which in the opinion of the Directors will be inexpedient in the interest of the members of the company to communicate to the public.
- b. Every Director, Managing Director, Manager, Secretary, Auditor, Trustee, Memeber of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the company, shall if so requierd by the Directors before entering upon his duties, or at any time during his term of office, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the company and the state of accounts 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 duties except when required so to do by the Directors or any meeting or by a Court of Law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions of these Articles or Law.

GENERAL AUTHORITY

21. Wherever in the Act, it has been provided that the company shall have any right, privilege or authority or that the company could carry out any transaction only if the company is so authorised by its articles, then and in that case this regulation hereby authorises and empowers the company to have such right, previlage or authority and to carry out such transactions as have been permitted by the Act without there being any specific regulation in that behalf herein provided.

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For ERP SOFT SYSTEMS LIMITED

[Signature]
DIRECTOR 11-78

Sl. No.	Signature, Name, Description Address & occupation of the subscribers	Sign. Name, Description Address & Occupation of Witness
1.	Sd/- SIVKUMAR REDDY S/o Shri D.S.Reddy A-21 Anna Nagar Madras 600 102. SHARE BROKER	
2.	Sd/- D.SREELATHA W/o Sivkumar Reddy A-21 Anna Nagar Madras 600 102. BUSINESS	Witness to Signatures 1 to 4 Sd/- V.S.KRISHNA MURTHY S/o V.S.Subbarayar 388 P.H.Road MADRAS 600 106 ACCOUNTANT
3.	Sd/- D.KOWSALYA W/o D.V.K.Reddy A-21 Anna Nagar Madras 600 102. BUSINESS	
4.	Sd/- D.S.REDDY S/o D.C.Reddy A-21 Anna Nagar Madras 600 102. BUSINESS	

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For ERP SOFT SYSTEMS LIMITED

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Sl. No. Signature, Name, Description
Address & occupation of the
subscribers

Sign, Name, Description
Address & Occupation of
Witness

B/f

5. Sd/-
K.PARVATHI
W/o K.Kishore Kumar Reddy
A-21 Anna Nagar
Madras 600 102

BUSINESS

6. Sd/-
R.KAMALA
D/o Y.S.Rajan
Plot No.3 Rajarajeswari
Nagar
Madipakkam
Madras 600 091

SERVICE

7. Sd/-
H.S.SUKUMAR
S/o B.Srinivasan
No.76, Kandaswamy Koil Street
Madras 600 012

SERVICE

PLACE : MADRAS

DATED : 7/2/994.

Witness to
Signatures 5 to 7

Sd/-
V.S.KRISHNA MURTHY
S/o V.S.Subbarayar
388 P.H.Road
Madras 600 106

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