

MEMORIAL

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MEMORIAL

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Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

Le présent recueil contient les publications prévues par la loi modifiée du 10 août 1915 concernant les sociétés commerciales et par la loi modifiée du 21 avril 1928 sur les associations et les fondations sans but lucratif.

C — N° 1371

5 juillet 2007

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Logiflex S.à r.l., Société à responsabilité limitée.

Siège social: L-8080 Bertrange, 57, route de Longwy.

R.C.S. Luxembourg B 117.374.

Entre:

Monsieur Phong Amu, né le 2 décembre 1961 à Vientiane (Laos), commerçant, demeurant à F-93160 Noisy le Grand, 2 Mail Victor Jara,

ci-après dénommée «le Cédant»

d'une part

et:

- La société CORNWELL S.A., située et ayant son siège à L-1636 Luxembourg, 10, avenue Willy Georgen, immatriculée auprès du Registre de Commerce et des Sociétés de et à Luxembourg sous le numéro B 83.024, représentée par son conseil d'administration actuellement en fonction,

ci-après dénommée «le Cessionnaire»

d'autre part,

Expose ce qui suit:

Le Cédant est un associé dans la société LOGIFLEX S.àR.L., ci-après dénommée LOGIFLEX située et ayant son siège social à L-8080 Bertrange, 57, route de Longwy, constituée suivant acte reçu par le notaire Schlessler en date du 22 juin 2006 et inscrite au registre de commerce de et à Luxembourg sous le numéro B 117.374 au capital social de douze mille cinq cents euros (12.500,- €), représentée par cent (100) parts sociales de cent vingt-cinq euros (125,- €) chacune, entièrement libérées.

il a été convenu ce qui suit:

1. Le cédant cède au cessionnaire, qui l'accepte, 50 (cinquante) parts sociales («les parts»), de LOGIFLEX.

Le cédant déclare être le propriétaire légitime des parts ci-dessus mentionnées.

Le cédant déclare céder et transporter ces parts sous les garanties ordinaires et de droit.

Le cédant affirme que les parts susmentionnées peuvent être transmises librement au cessionnaire sans gage ni autres nantissements aux conditions ci-dessous définies.

2. Le cédant garantit le cessionnaire contre toutes prétentions, toutes revendications ou autres actions de toutes natures de la part de tiers, faites sur base et/ou à l'encontre des parts cédées et concernant la période antérieure à la présente cession.

Dans tous les cas, le cédant tiendra le cessionnaire quitte et indemne de toutes condamnations de quelque nature que ce soit qui seront prononcées à l'encontre du cessionnaire conformément au 1^{er} alinéa du présent article.

Toutes obligations généralement quelconques de la société jusqu'au jour de la signature de l'acte notarié seront à charge du vendeur.

3. La présente cession est consentie à un prix de 991,25 € (neuf cent quatre-vingt-onze euros et vingt-cinq centimes).

4. Les parts cédées ne sont représentées par aucun titre, ni certificat.

Le cessionnaire sera propriétaire à partir du jour de la signature et aura droit aux revenus et bénéfices dont les parts seront productives à partir de ce même jour.

Le cessionnaire sera subrogé au cédant dans tous les droits et obligations attachées aux parts cédées.

5. Le cédant déclare qu'il n'a plus de revendications, ni de créances de quelque nature que se soit à l'encontre de la société et que cette dernière est ainsi libérée de toutes dettes vis-à-vis du vendeur à partir de la date de ce contrat de cessions.

Le cessionnaire reprend sans réserve aucune l'intégralité de l'actif et du passif de la société cédée en déclarant connaître toute l'historique juridique et comptable de LOGIFLEX.

6. Les soussignés autorisent les gérants à procéder aux inscriptions nécessaires au registre des associés.

7. Le plus diligent des soussignés est autorisé à recourir aux services d'un notaire pour rendre la présente cession opposable tant à la prédite société qu'aux tiers conformément aux conditions de la forme prescrite par l'article 190 de la loi sur les sociétés commerciales.

Ce constat notarié se fera à la date du premier rendez-vous utile à l'étude du notaire.

8. L'ensemble des frais et charges de la présente cession, y compris ceux figurant aux articles 6 et 7 précédents, sera supporté par le cessionnaire.

9. Pour autant qu'une telle approbation soit nécessaire, le cédant se porte fort d'obtenir l'agrément de la cession auprès des autres associés représentant au moins trois quarts du capital social de ladite société conformément à l'article 189 de la loi sur les sociétés commerciales.

Le cédant se porte aussi fort auprès des mêmes associés de la confirmation de l'exactitude des affirmations qu'il a faites dans le cadre de la présente cession.

10. La présente cession est soumise au droit luxembourgeois. Les tribunaux luxembourgeois sont seuls compétents pour connaître un éventuel litige relatif à la présente cession.

Fait en autant d'exemplaires que de parties à Bertrange, le 30 mars 2007.

Signature / Signature

Le cédant / Le cessionnaire

Référence de publication: 2007061754/1123/66.

Enregistré à Luxembourg, le 22 mai 2007, réf. LSO-CE04692. - Reçu 16 euros.

Le Receveur (signé): G. Reuland.

(070064300) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 mai 2007.

Ligne Rouge S.à r.l., Société à responsabilité limitée.

Siège social: L-1526 Luxembourg, 50, Val Fleuri.

R.C.S. Luxembourg B 93.749.

In the year two thousand and seven, on the twenty-second of March.

Before Us M^e Jean Seckler, notary residing in Junglinster, (Grand Duchy of Luxembourg), undersigned;

Was held an extraordinary general meeting of shareholders of the company LIGNE ROUGE S.à r.l. with registered office at L-1526 Luxembourg, 50, Val Fleuri, inscribed in the Trade and Companies' Register of Luxembourg, section B, under the number 93,749, incorporated pursuant to a deed of M^e Joseph Elvinger, notary residing in Luxembourg, on the 9th of May 2003, published in the Mémorial C, Recueil des Sociétés et Associations, number 662 of the 24th of June 2003,

having a corporate capital fixed at twenty-five thousand Euros (25,000.- EUR), represented by one thousand (1,000) shares of a par value of twenty-five Euros (25.- EUR) each.

The meeting is presided by Mr. Alain Thill, private employee, residing professionally in Junglinster.

The Chairman appoints as and the meeting elects as scrutineer Mr. Christian Dostert, private employee, residing professionally in Junglinster.

The board of the meeting having thus been constituted, the Chairman declared and requested the notary to state the following:

A) That the agenda of the meeting is the following:

Agenda:

- 1.- Decision to put the company LIGNE ROUGE S.à r.l. into liquidation.
- 2.- Nomination of a liquidator and determination of his powers.
- 3.- Discharge to the managers of the company.
- 4.- Miscellaneous.

B) That the shareholders, present or represented, as well as the number of their shares held by them, are shown on an attendance list; this attendance list is signed by the shareholders, the proxies of the represented shareholders, the members of the board of the meeting and the officiating notary.

C) That the proxies of the represented shareholders, signed *ne varietur* by the members of the board of the meeting and the officiating notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

D) That the whole corporate capital being present or represented at the present meeting and that all the shareholders, present or represented, declare having had due notice and got knowledge of the agenda prior to this meeting and waiving to the usual formalities of the convocation, no other convening notice was necessary.

E) That the present meeting, representing the whole corporate capital, is regularly constituted and may validly deliberate on all the items on the agenda.

Then the general meeting, after deliberation, took unanimously the following resolutions:

First resolution

The general meeting decides to dissolve the company LIGNE ROUGE S.à r.l. and to put it into liquidation.

Second resolution

The general meeting decides to appoint the public limited company CONSEIL COMPTABLE S.A., with registered office L-1114 Luxembourg, 3, rue Nicolas Adames, inscribed in the Trade and Companies' Register of Luxembourg, section B, under the number 48,015, as liquidator of the company.

The liquidator shall have the broadest powers to carry out his mandate, in particular all the powers provided for by articles 144 to 148 of the Corporate Act of August 10, 1915, concerning commercial companies, without having to ask for authorization of the general meeting of shareholders in the cases provided for by law.

Third resolution

The meeting gives full discharge to the managers of the company namely Mr. Bruno Beernaerts and Mr. David De Marco for the performance of their mandate.

Costs

The amount of the expenses, remunerations and charges, in any form whatsoever, to be borne by the present deed are estimated at eight hundred Euros.

Nothing else being on the agenda, the meeting was closed.

Statement

The undersigned notary, who understands and speaks English, states herewith that at the request of the appearing parties the present deed is worded in English, followed by a French version; at the request of the same appearing parties, in case of discrepancies between the English and the French texts, the English version will prevail.

Whereof the present notarial deed was drawn up at Junglinster, on the day named at the beginning of this document.

The document having been read to the appearing persons, all of whom are known to the notary, by their surnames, first names, civil status and residences, the said persons appearing signed together with us, the notary, the present original deed.

Suit la version française du texte qui précède:

L'an deux mille sept, le vingt-deux mars.

Par-devant Nous Maître Jean Seckler, notaire de résidence à Junglinster, (Grand-Duché de Luxembourg), soussigné;

S'est réunie l'assemblée générale extraordinaire de la société anonyme LIGNE ROUGE S.à r.l., avec siège social à L-1526 Luxembourg, 50, val Fleuri, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 93.749, constituée suivant acte reçu par Maître Joseph Elvinger, notaire de résidence à Luxembourg, en date du 9 mai 2003, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 662 du 24 juin 2003,

ayant un capital social fixé à vingt-cinq mille euros (25.000,- EUR), représenté par mille (1.000) parts sociales d'une valeur nominale de vingt-cinq euros (25,- 2EUR), chacune.

L'assemblée est présidée par Monsieur Alain Thill, employé privé, demeurant professionnellement à Junglinster.

Le Président désigne comme secrétaire et l'assemblée choisit comme scrutateur Monsieur Christian Dostert, employé privé, demeurant professionnellement à Junglinster.

Le bureau ayant ainsi été constitué, le Président expose et prie le notaire instrumentaire d'acter ce qui suit:

A) Que la présente assemblée générale extraordinaire a pour ordre du jour:

Ordre du jour:

1.- Décision de mettre la société LIGNE ROUGE S.à r.l. en liquidation.

2.- Nomination d'un liquidateur et détermination de ses pouvoirs.

3.- Décharge aux gérants de la société.

4.- Divers.

B) Que les associés, présents ou représentés, ainsi que le nombre de parts sociales possédées par chacun d'eux, sont portés sur une liste de présence; cette liste de présence est signée par les associés présents, les mandataires de ceux représentés, les membres du bureau de l'assemblée et le notaire instrumentant.

C) Que les procurations des associés représentés, signées ne varietur par les membres du bureau de l'assemblée et le notaire instrumentant, resteront annexées au présent acte pour être formalisée avec lui.

D) Que l'intégralité du capital social étant présente ou représentée et que les associés, présents ou représentés, déclarent avoir été dûment notifiés et avoir eu connaissance de l'ordre du jour préalablement à cette assemblée et renoncer aux formalités de convocation d'usage, aucune convocation n'était nécessaire.

E) Que la présente assemblée, réunissant l'intégralité du capital social, est régulièrement constituée et peut délibérer valablement sur les objets portés à l'ordre du jour.

Ensuite l'assemblée générale, après délibération, a pris à l'unanimité les résolutions suivantes:

Première résolution

L'assemblée décide de dissoudre la société LIGNE ROUGE S.à r.l. et de la mettre en liquidation.

Deuxième résolution

L'assemblée désigne la société anonyme CONSEIL COMPTABLE S.A., avec siège social à L-1114 Luxembourg, 3, rue Nicolas Adames, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 48.015, comme liquidateur de la société.

Le liquidateur est investi des pouvoirs les plus étendus prévus par la loi pour exécuter son mandat, et notamment par les articles 144 à 148 de la loi du 10 août 1915 sur les sociétés commerciales, sans devoir recourir à l'autorisation de l'assemblée générale dans le cas où cette autorisation est normalement requise.

Troisième résolution

L'assemblée donne décharge pleine et entière aux gérants de la société à savoir Monsieur Bruno Beernaerts et Monsieur David De Marco pour l'exécution de leurs mandats.

Frais

Le montant des frais, dépenses et rémunérations quelconques incombant à la société en raison des présentes s'élève approximativement à huit cents euros.

L'ordre du jour étant épuisé, la séance est levée.

Constatation

Le notaire soussigné qui comprend et parle l'anglais, constate par les présentes qu'à la requête des personnes comparantes, le présent acte est rédigé en anglais suivis d'une version française, à la requête des mêmes personnes et en cas de divergences entre le texte anglais et français, la version anglaise fera foi.

Dont acte, fait et passé à Junglinster, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée aux comparants, tous connus du notaire par noms, prénoms usuels, états et demeures, ils ont signé avec Nous notaire le présent acte.

Signé: A. Thill, C. Dostert, J. Seckler.

Enregistré à Grevenmacher, le 29 mars 2007, Relation GRE/2007/1413. — Reçu 12 euros.

Le Receveur (signé): G. Schlink.

Pour expédition conforme, délivrée aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Junglinster, le 21 mai 2007.

J. Seckler.

Référence de publication: 2007063040/231/120.

(070066407) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Thurloe Holdings S.à r.l., Société à responsabilité limitée.

Capital social: EUR 251.000,00.

Siège social: L-1511 Luxembourg, 121, avenue de la Faiencerie.

R.C.S. Luxembourg B 109.035.

In the year two thousand and seven, on the tenth of April.

Before US Maître Joseph Elvinger, notary, residing at Luxembourg.

There appear:

MONTABOR S.à r.l., a private limited liability company, incorporated and existing under the laws of Luxembourg, registered with the Trade and Company Register of Luxembourg, section B, under number 109.036, and having its registered office at 1 B, Heienhaff, L-1736 Luxembourg,

STANWICH S.à r.l., a private limited liability company, incorporated and existing under the laws of Luxembourg, registered with the Trade and Company Register of Luxembourg, section B, under number 109.034, and having its registered office at 1 B, Heienhaff, L-1736 Luxembourg,

WAVERLEY S.à r.l., a private limited liability company, incorporated and existing under the laws of Luxembourg, registered with the Trade and Company Register of Luxembourg, section B, under number 109.030, and having its registered office at 1 B, Heienhaff, L-1736 Luxembourg, here represented by Ms. Laure Gérard, employee, with professional address at 1 B, Heienhaff, L-1736 Senningerberg, by virtue of three proxies established on January and March 2007.

The said proxies, signed ne varietur by the persons appearing and the undersigned notary, will remain annexed to the present deed to be filed with the registration authorities.

Such appearing parties, through their proxyholder, have requested the undersigned notary to state that:

I. The appearing parties are the shareholders of the private limited liability company («société à responsabilité limitée») existing in Luxembourg under the name THURLOE HOLDINGS S.à r.l. (the «Company»), with registered office at 1 B, Heienhaff, L-1736 Senningerberg, registered with the Luxembourg Trade and Companies Register, section B, under number 109.035, incorporated by a deed of Maître Henri Hellinckx, notary residing in Mersch, on June 17, 2005, published in the Mémorial C, Recueil des Sociétés et Associations number 1120 dated October 29, 2005, and whose bylaws have been last amended by an extraordinary general meeting held on September 1, 2006 in front of Maître Joseph Elvinger, notary residing in Luxembourg, not yet published in the Mémorial C, Recueil des Sociétés et Associations.

II. The Company's share capital is fixed at two hundred fifty-one thousand Euro (€ 251.000.-) divided into nine hundred sixty-four (964) class A ordinary shares, five hundred twenty-two (522) class B ordinary shares and five hundred twenty two (522) class C ordinary shares, all with a nominal value of one hundred twenty-five Euro (€ 125.-) each.

III. The shareholders resolve to transfer the registered office of the Company from 1 B, Heienhaff, L-1736 Senningerberg to 121, avenue de la Faiencerie, L-1511 Luxembourg.

IV. Pursuant to the above transfer of registered office, the first paragraph of article 5 of the Company's articles of association is amended and shall henceforth read as follows:

« **Art. 5. First paragraph.** The registered office of the Company is established in Luxembourg.»

There being no further business before the meeting, the same was thereupon adjourned.

The undersigned notary who understands and speaks English states herewith that on request of the above appearing parties, the present deed is worded in English followed by a French translation.

On request of the same appearing parties and in case of divergence between the English and the French text, the English version will prevail.

Whereof the present notarised deed was drawn up in Luxembourg, on the day named at the beginning of this document.

The document having been read to the proxyholder of the parties appearing, who is known to the notary by his Surname, Christian name, civil status and residence, he signed together with Us, the notary, the present original deed.

Suit la traduction en langue française du texte qui précède:

L'an deux mille sept, le dix avril.

Par-devant Maître Joseph Elvinger, notaire de résidence à Luxembourg.

Ont comparu:

MONTABOR S.à r.l., une société à responsabilité limitée de droit Luxembourgeois, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 109.036, et ayant son siège social au 1 B, Heienhaff, L-1736 Senningerberg,

STANWICH S.à r.l., une société à responsabilité limitée de droit Luxembourgeois, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 109.034, et ayant son siège social au 1 B, Heienhaff, L-1736 Senningerberg,

WAVERLEY S.à r.l. société à responsabilité limitée de droit Luxembourgeois, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 109.030, et ayant son siège social au 1 B, Heienhaff, L-1736 Senningerberg,

ici représentées par Mademoiselle Laure Gérard, employée, ayant son adresse professionnelle au 1 B, Heienhaff, L-1736 Senningerberg, en vertu de trois procurations données en janvier et mars 2007.

Lesquelles procurations, après avoir été signées ne varietur par le mandataire des comparantes et le notaire instrumentaire, demeureront annexées aux présentes pour être enregistrées en même temps.

Lesquelles comparantes, par leur mandataire, ont requis le notaire instrumentaire d'acter que:

I. Les comparantes sont les seuls associés de la société à responsabilité limitée établie à Luxembourg sous la dénomination THURLOE HOLDINGS S.à r.l. (la «Société»), ayant son siège social au 1 B, Heienhaff, L-1736 Senningerberg, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 109.035, constituée suivant acte de Maître Henri Hellinckx, notaire à Mersch, reçu en date du 17 juin 2005, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1120 en date du 29 octobre 2005, et dont les statuts ont été modifiés pour la dernière fois lors d'une assemblée générale extraordinaire en date du 1^{er} septembre 2006 tenue devant Maître Joseph Elvinger, notaire à Luxembourg, non encore publiée au Mémorial C, Recueil des Sociétés et Associations.

II. Le capital social de la Société est fixé à deux cent cinquante et un mille Euros (€ 251.000,-) divisé en neuf cent soixante-quatre (964) parts sociales ordinaires de classe A, cinq cent vingt-deux (522) parts sociales ordinaires de classe B et cinq cent vingt-deux (522) parts sociales ordinaires de classe C, toutes d'une valeur nominale de cent vingt-cinq Euros (€ 125,-) chacune.

III. Les associés décident de transférer le siège social de la Société du 1 B, Heienhaff, L-1736 Senningerberg, au 121, avenue de la Faïencerie, L-1511 Luxembourg.

IV. Suite au transfert du siège social ci-dessus, le premier paragraphe de l'article 5 des statuts de la Société est modifié pour avoir désormais la teneur suivante:

« **Art. 5. Premier paragraphe.** Le siège social de la Société est établi à Luxembourg.»

Plus rien n'étant à l'ordre du jour, la séance est levée.

Le notaire soussigné qui comprend et parle l'anglais, constate par les présentes qu'à la requête des personnes comparantes le présent acte est rédigé en anglais suivi d'une version française.

A la requête des mêmes personnes et en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi.

Dont procès-verbal, fait et passé à Luxembourg, les jour, mois et an qu'en tête des présentes.

Lecture faite et interprétation donnée au mandataire des comparantes, connu du notaire par son nom et prénom, état et demeure, il a signé ensemble avec nous notaire, le présent acte.

Signé: L. Gérard, J. Elvinger

Enregistré à Luxembourg, le 12 avril 2007, Relation: LAC/2007/4980— Reçu 12 euros.

Le Releveur (signé): F. Sandt.

Pour expédition conforme, délivrée sur papier libre aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 25 avril 2007.

J. Elvinger.

Référence de publication: 2007063058/211/95.

(070066454) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Arge S.A., Société Anonyme.

Siège social: L-1340 Luxembourg, 3-5, place Winston Churchill.

R.C.S. Luxembourg B 28.959.

Le bilan au 30 novembre 2006, ainsi que l'annexe et les autres documents et informations qui s'y rapportent ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2007063352/833/13.

Enregistré à Luxembourg, le 23 mai 2007, réf. LSO-CE04733. - Reçu 34 euros.

Le Releveur (signé): G. Reuland.

(070066120) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Moor Park Newday Holdings Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-2320 Luxembourg, 69, boulevard de la Pétrusse.

R.C.S. Luxembourg B 125.758.

In the year two thousand and seven, on the thirtieth day of March.

Before Maître Jean Seckler, notary residing in Junglinster, Grand Duchy of Luxembourg.

There appeared:

The company MOOR PARK REAL ESTATE FUND I GP LIMITED, a company organized under the laws of Jersey, with registered office at 47 Esplanade, St Helier, Jersey JE1 0BD, duly registered under number 94193,

duly represented by Maître Juliette Feitler, avocat à la Cour, residing professionally in L-2320 Luxembourg, 69, boulevard de la Pétrusse,

by virtue of a proxy given under private seal.

The said proxy, after having been signed *in* varietur by the appearing person and the undersigned notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

The prenamed company MOOR PARK REAL ESTATE FUND I GP LIMITED is the sole member of the private limited liability company (société à responsabilité limitée) MOOR PARK NEWDAY HOLDINGS LUXEMBOURG S.à r.l., having its registered office at L-2320 Luxembourg, 69, boulevard de la Pétrusse, in course of registration with the Trade and Companies Register of Luxembourg, incorporated by a deed received by Maître Jean Seckler, notary residing professionally in Junglinster, on March 1, 2007, not yet published in the Mémorial, Recueil des Sociétés et Association C, (hereinafter referred to as the «Company»).

Such appearing party, represented as here above stated, in its capacity of sole member of the Company has requested the undersigned notary to state its following resolutions:

First resolution

The sole member resolves to increase the corporate capital of the Company by an amount of eighteen thousand euros (EUR 18,000.-) in order to bring it from its present amount of twelve thousand five hundred euros (EUR 12,500.-) represented by five hundred (500) corporate units with a nominal value of twenty-five euros (EUR 25.-) each, to the amount of thirty thousand five hundred euros (EUR 30,500.-) represented by one thousand two hundred and twenty (1,220) corporate units with a nominal value of twenty-five euros (EUR 25.-) each.

Second resolution

The sole member resolves to issue seven hundred and twenty (720) new corporate units with a nominal value of twenty-five euros (EUR 25.-) each, having the same rights and obligations as the five hundred (500) existing corporate units.

Subscription and Payment

There now appears Maître Juliette Feitler, prenamed, acting in her capacity as duly appointed attorney in fact of the sole member, i.e. the company MOOR PARK REAL ESTATE FUND I GP LIMITED, prenamed.

The appearing party, represented as here above stated, declares subscribing in its name and on its behalf to the newly issued seven hundred and twenty (720) corporate units with a nominal value of twenty five euros (EUR 25.-) each, having the same rights and obligations as the existing ones, for an aggregate value of eighteen thousand euros (EUR 18,000.-) and to make payment in full for such new corporate units by a contribution in cash amounting to eighteen thousand euros (EUR 18,000.-).

Evidence of the above cash payment has been given to the undersigned notary by a bank certificate issued by DEXIA-BIL LUXEMBOURG, and the undersigned notary formally acknowledges the availability of the aggregate amount of eighteen thousand euros (EUR 18,000.-).

Third resolution

The sole member resolves to amend the first paragraph of Article 5 of the articles of association of the Company so as to reflect the resolved capital increase.

Consequently, the first paragraph of Article 5 of the articles of association of the Company is replaced by the following text:

«The subscribed corporate capital is set at thirty thousand five hundred euros (EUR 30,500.-) represented by one thousand two hundred and twenty (1,220) corporate units with a nominal value of twenty-five euros (EUR 25.-) each.»

Fourth resolution

The sole member resolves to authorise any one manager of the Company, with single signatory powers, to carry out any necessary action in relation to the above resolutions.

Expenses

The expenses, costs, fees and outgoing of any kind whatsoever borne by the Company, as a result of the presently stated, are evaluated at approximately one thousand two hundred euros.

The undersigned notary who understands and speaks English states herewith that on request of the above appearing party, duly represented, the present deed is worded in English followed by a French version. On request of the same appearing person and in case of divergences between the English and the French text, the English version will be prevailing.

Whereof the present notarial deed was drawn up in Luxembourg, on the day stated at the beginning of this document.

The document having been read to the proxy holder, acting as here above stated, she signed together with us, the notary, the present original deed.

Suit la version française du texte qui précède:

L'an deux mille sept, le trente mars.

Par-devant Maître Jean Seckler, notaire de résidence à Junglinster, Grand-Duché de Luxembourg.

A comparu:

La société MOOR PARK REAL ESTATE FUND I GP LIMITED, ayant son siège social à 47, Esplanade, St Helier, Jersey JE1 0BD, dûment immatriculée sous le numéro 94.193;

dûment représentée par Maître Juliette Feitler, avocat à la Cour, demeurant professionnellement à Luxembourg, en vertu d'une procuration donnée sous seing privé.

Ladite procuration, après avoir été signé ne varietur par la mandataire et le notaire instrumentant restera annexée au présent acte pour être soumis avec lui aux formalités de l'enregistrement.

La société préqualifiée MOOR PARK REAL ESTATE FUND I GP LIMITED, est l'associée unique de la société à responsabilité limitée MOOR PARK NEWDAY HOLDINGS LUXEMBOURG S.à r.l., avec siège social à L-2320 Luxembourg, 69, boulevard de la Pétrusse, en cours d'immatriculation auprès du Registre de Commerce et des Sociétés de Luxembourg, constituée en vertu d'un acte reçu par le notaire Maître Jean Seckler, notaire de résidence à Junglinster, en date du 1^{er} mars 2007, en cours de publication au Mémorial, Recueil des Sociétés et Associations C, (ci-après la «Société»).

Ladite partie comparante, représentée comme décrit ci-dessus, en sa qualité d'associée unique de la Société, a demandé au notaire instrumentant d'acter ses résolutions suivantes:

Première résolution

L'associée unique décide d'augmenter le capital social de la Société d'un montant de dix-huit mille euros (EUR 18.000.-), pour le porter de son montant actuel de douze mille cinq cent euros (12.500.-), représenté par un cinq cent (500) parts sociales d'une valeur nominale de vingt-cinq euros (EUR 25.-) chacune, au montant de trente mille cinq cents euros (EUR 30.500.-), représenté par mille deux cent vingt (1.220) parts sociales d'une valeur nominale de vingt-cinq euros (EUR 25.-) chacune.

Deuxième résolution

L'associée unique décide d'émettre sept cent vingt (720) nouvelles parts sociales d'une valeur nominale de vingt-cinq euros (EUR 25,-) chacune, ayant les mêmes droits et obligations que les cinq cents (500) parts sociales existantes.

Souscription et paiement

Est ensuite intervenu Maître Juliette Feitler, préqualifiée, agissant en sa qualité de mandataire spécial de l'associée unique, la société préqualifiée MOOR PARK REAL ESTATE FUND IGP LIMITED.

La partie comparante, représentée comme décrit ci-dessus, déclare souscrire au nom et pour le propre compte de l'associée unique à sept cent vingt (720) parts sociales de la Société nouvellement émises et réaliser le paiement intégral de ces parts sociales par un apport en numéraire de dix-huit mille euros (EUR 18.000,-).

La preuve du crédit paiement en numéraire a été rapportée au notaire soussigné par un certificat de blocage émis par DEXIA-BIL LUXEMBOURG et le notaire soussigné reconnaît formellement la disponibilité du montant total de dix-huit mille euros (EUR 18.000,-).

Troisième résolution

L'associée unique décide de modifier l'alinéa premier de l'article 5 des statuts de la Société afin de refléter l'augmentation de capital résolue.

En conséquence, l'alinéa premier de l'article 5 des statuts de la Société est remplacé par le texte suivant:

«Le capital social souscrit de la Société est fixé à trente mille cinq cents euros (EUR 30.500,-), représenté par mille deux cent vingt (1.220) parts sociales d'une valeur nominale de vingt-cinq euros (EUR 25,-) chacune.»

Quatrième résolution

L'associée unique décide de donner pouvoir à tout gérant de la Société, avec pouvoir de signature individuelle, afin d'effectuer les formalités nécessaires en relation avec les présentes résolutions.

Frais

Les frais, coûts, rémunérations et charges de quelque nature que ce soit, incombant à la Société en raison du présent acte, sont estimés approximativement à mille deux cents euros.

Le notaire soussigné qui comprend et parle l'anglais, déclare que sur la demande de la personne comparante ci-dessus, dûment représentée, le présent acte est rédigé en langue anglaise suivi d'une version française. A la demande de la même personne comparante et en cas de divergences entre le texte anglais et français, le texte anglais prévaudra.

Dont acte, le présent acte est dressé à Luxembourg, date qu'en tête des présentes.

Et après lecture faite à la mandataire, ès-qualités qu'elle agit, elle a signé avec le notaire instrumentant le présent acte.

Signé: J. Feitler, J. Seckler.

Enregistré à Grevenmacher, le 12 avril 2007, Relation GRE/2007/1596. — Reçu 180 euros.

Le Receveur ff. (signé): Bentner.

Pour expédition conforme, délivrée aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Junglinster, le 24 mai 2007.

J. Seckler.

Référence de publication: 2007063050/231/122.

(070066429) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Monterey Services S.A., Société Anonyme.

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 51.100.

Le bilan et le compte de profits et pertes au 31 décembre 2006 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 23 mai 2007.

Pour MONTEREY SERVICES S.A.

H. de Graaf

Administrateur

Référence de publication: 2007063380/29/16.

Enregistré à Luxembourg, le 21 mai 2007, réf. LSO-CE04217. - Reçu 24 euros.

Le Receveur (signé): G. Reuland.

(070066071) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Key Com S.A., Société Anonyme (en liquidation).

Siège social: L-1724 Luxembourg, 3B, boulevard du Prince Henri.
R.C.S. Luxembourg B 74.435.

Le bilan au 31 décembre 2005 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 10 mai 2007.
Signature
Le liquidateur

Référence de publication: 2007063359/535/14.

Enregistré à Luxembourg, le 22 mai 2007, réf. LSO-CE04351. - Reçu 22 euros.

Le Receveur (signé): G. Reuland.

(070066049) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Apolus Holdco S.à r.l., Société à responsabilité limitée.

Capital social: SEK 9.801.100,00.

Siège social: L-1855 Luxembourg, 46A, avenue J.F. Kennedy.
R.C.S. Luxembourg B 123.798.

In the year two thousand and seven, on the first day of the month of February.

Before us, Maître Paul Decker, notary, residing in Luxembourg (Grand Duchy of Luxembourg).

There appears:

TRITON MANAGERS II LIMITED, a company with registered office at 22 Grenville Street, St. Helier, Jersey, JE4 8PX, acting as general partner of each of the following Jersey registered limited partnerships: TRITON FUND II LP, TWO TRITON FUND F&F LP, TWO TRITON FUND (EXECUTIVES) LP and TWO TRITON FUND F&F 2 LP, each with registered office at 22 Grenville Street, St. Helier, Jersey, JE4 8PX,

hereby represented by M^e Jean Michel Schmit, lawyer, residing in Luxembourg, by virtue of a proxy given in Jersey on 1 February 2007.

The said proxy shall be annexed to the present deed for the purpose of registration.

The appearing party, acting as general partner and for the account of all the shareholders of the Company, has requested the undersigned notary to document the following:

The appearing party represents all the shareholders of APOLUS HOLDCO S.à r.l., a société à responsabilité limitée governed by the laws of Luxembourg, which has been incorporated by a deed of Maître Jean-Joseph Wagner, notary residing in Sanem (Grand Duchy of Luxembourg), on 10 January 2007, not yet published in the Luxembourg Official Gazette, Mémorial, having a corporate capital of one hundred fifteen thousand Swedish Krona (SEK 115,000.-), having its registered office at 46A, avenue John F. Kennedy, L-1855 Luxembourg and in the process of registration with the Luxembourg Register of Commerce and Companies (the «Company»). The articles of incorporation of the Company have not yet been amended.

The appearing party, acting for the account of all the shareholders of the Company, recognises to be fully informed of the resolutions to be taken on the basis of the following agenda:

Agenda:

1. To divide the Company's capital into five (5) classes of shares: class A shares, class B shares, class C shares, class D shares and class E shares, each share of each class having a nominal value of twenty-five Swedish Krona (SEK 25.-) each.
2. To convert the existing four thousand six hundred (4,600) shares with a nominal value of twenty-five Swedish Krona (SEK 25.-) each in the Company's capital into four thousand six hundred (4,600) class A shares with a nominal value of twenty-five Swedish Krona (SEK 25.-) each.
3. To increase the issued share capital of the Company by an amount of nine million six hundred eighty-six thousand one hundred Swedish Krona (SEK 9,686,100.-) so as to raise it from its present amount of one hundred fifteen thousand Swedish Krona (SEK 115,000.-) to an amount of nine million eight hundred one thousand one hundred Swedish Krona (SEK 9,801,100.-).
4. To issue one hundred ninety-three thousand seven hundred twenty-two (193,722) new class B shares, sixty-four thousand five hundred seventy-four (64,574) new class C shares, sixty-four thousand five hundred seventy-four (64,574) new class D shares and sixty-four thousand five hundred seventy-four (64,574) new class E shares, each with a nominal value of twenty-five Swedish Krona (SEK 25.-), to be fully paid up, having the rights and privileges as set out in the Company's articles of incorporation and entitling to dividends as from the day of the extraordinary general meeting of shareholders resolving on the proposed capital increase.

5. To accept the subscription of these one hundred ninety-three thousand seven hundred twenty-two (193,722) new class B shares, sixty-four thousand five hundred seventy-four (64,574) new class C shares, sixty-four thousand five hundred seventy-four (64,574) new class D shares and sixty-four thousand five hundred seventy-four (64,574) new class E shares, by Goldcup M 2442 AB, a company with registered office at c/o Bolagsrätt Sundsvall, Box 270, 851 04 Sundsvall, Sweden, registered with the Swedish Companies Registration Office under registration number 556714-4158 («Goldcup») and to accept payment in full of the nominal value of each of such new shares together with an aggregate share premium of nine hundred fifty-eight million nine hundred twenty-four thousand two hundred fifty-five Swedish Krona (SEK 958,924,255.-) by Goldcup, by a contribution in kind consisting of all the assets and liabilities of Goldcup having an aggregate value of nine hundred sixty-eight million six hundred ten thousand three hundred fifty-five Swedish Krona (SEK 968,610,355.-).

6. To amend article 5 paragraph 1 of the articles of incorporation so as to reflect the proposed capital increase.

7. To amend article 5 paragraph 2 of the articles of incorporation which shall from now on read as follows: «In addition to the subscribed capital, there may be set up a premium account into which any premium paid on any share in addition to its nominal value is transferred. The amount of the premium account may be used to provide for the payment of any shares which the Company may redeem from its shareholders, to make distributions to the shareholders (including at the liquidation of the Company), provided that any such redemption or such distributions out of share premium shall firstly benefit such shares on which the relevant share premium has originally been paid, to offset any net realized losses or to allocate funds to the legal reserve.»

8. To amend article 24 paragraph 3 of the articles of incorporation which shall from now on read as follows: «After the payment of all debts of and charges against the Company and of the expenses of liquidation, the net assets shall be distributed to the holders of the shares as follows: after repayment of each shareholder's capital contribution (including any issue premiums paid), the net liquidation proceeds will be apportioned between the shareholders in proportion to their aggregate contributions to the Company to subscribe for the shares held by them (including any share premium paid).»

9. Miscellaneous.

The appearing party, acting for the account of all the shareholders of the Company, requests the undersigned notary to document the following resolutions passed each time with unanimous vote:

First resolution

The shareholders resolve to divide the Company's capital into five (5) classes of shares: class A shares, class B shares, class C shares, class D shares and class E shares, each share of each class having a nominal value of twenty-five Swedish Krona (SEK 25.-) each.

Second resolution

The shareholders resolve to convert the existing four thousand six hundred (4,600) shares with a nominal value of twenty-five Swedish Krona (SEK 25.-) each in the Company's capital into four thousand six hundred (4,600) class A shares with a nominal value of twenty-five Swedish Krona (SEK 25.-) each.

Third resolution

The shareholders resolve to increase the issued share capital of the Company by an amount of nine million six hundred eighty-six thousand one hundred Swedish Krona (SEK 9,686,100.-) so as to raise it from its present amount of one hundred fifteen thousand Swedish Krona (SEK 115,000.-) to an amount of nine million eight hundred one thousand one hundred Swedish Krona (SEK 9,801,100.-).

Fourth resolution

The shareholders resolve to issue one hundred ninety-three thousand seven hundred twenty-two (193,722) new class B shares, sixty-four thousand five hundred seventy-four (64,574) new class C shares, sixty-four thousand five hundred seventy-four (64,574) new class D shares and sixty-four thousand five hundred seventy-four (64,574) new class E shares, each with a nominal value of twenty-five Swedish Krona (SEK 25.-), to be fully paid up, having the rights and privileges as set out in the Company's articles of incorporation and entitling to dividends as from the day of the extraordinary general meeting of shareholders resolving on the proposed capital increase.

Subscription and Allotment

Thereupon now appeared M^e Jean Michel Schmit, prenamed, acting in his capacity as duly authorized attorney in fact of Goldcup, as defined above, by virtue of a proxy given in Jersey on 1 February 2007.

The person appearing declares to subscribe in the name and on behalf of Goldcup for the one hundred ninety-three thousand seven hundred twenty-two (193,722) new class B shares, sixty-four thousand five hundred seventy-four (64,574) new class C shares, sixty-four thousand five hundred seventy-four (64,574) new class D shares and sixty-four thousand five hundred seventy-four (64,574) new class E shares, each with a nominal value of twenty-five Swedish Krona (SEK 25.-), and to make payment in full of the nominal value of each of such new shares together with an aggregate share premium of nine hundred fifty-eight million nine hundred twenty-four thousand two hundred fifty-five Swedish Krona (SEK 958,924,255.-), by a contribution in kind consisting of all the assets and liabilities of Goldcup, having an aggregate value of

nine hundred sixty-eight million six hundred ten thousand three hundred fifty-five Swedish Krona (SEK 968,610,355.-) (the «Contribution»).

The subscriber, acting through its attorney-in-fact, stated (i) that the Contribution is made on the basis of a contribution agreement dated 1 February 2007 whereby Goldcup agreed to contribute all its assets and liabilities to the Company and (ii) that the value of the Contribution has been certified in a special report of 1 February 2007, jointly signed by the duly authorised representatives of the Goldcup and of the Company, which special report signed *ne varietur* will remain attached to the present deed for the purpose of registration.

Thereupon the shareholders resolve to accept the said subscription and payment and to allot the one hundred ninety-three thousand seven hundred twenty-two (193,722) new class B shares, sixty-four thousand five hundred seventy-four (64,574) new class C shares, sixty-four thousand five hundred seventy-four (64,574) new class D shares and sixty-four thousand five hundred seventy-four (64,574) new class E shares to Goldcup as fully paid shares.

Fifth resolution

As a result of the above resolutions, the shareholders resolve to amend the first paragraph of article 5 of the articles of incorporation of the Company, which shall from now on have the following wording:

« **Art. 5. paragraph 1. Subscribed Capital.** The subscribed capital of the Company is set at nine million eight hundred one thousand one hundred Swedish Krona (SEK 9,801,100.-) divided into four thousand six hundred (4,600) class A shares, one hundred ninety-three thousand seven hundred twenty-two (193,722) class B shares, sixty-four thousand five hundred seventy-four (64,574) class C shares, sixty-four thousand five hundred seventy-four (64,574) class D shares and sixty-four thousand five hundred seventy-four (64,574) class E shares, with a nominal value of twenty-five Swedish Krona (SEK 25.-) each, all of which are fully paid up.»

Sixth resolution

The shareholders resolve to amend the second paragraph of article 5 of the articles of incorporation of the Company, which shall from now on have the following wording:

« **Art. 5. paragraph 2. Subscribed Capital.** In addition to the subscribed capital, there may be set up a premium account into which any premium paid on any share in addition to its nominal value is transferred. The amount of the premium account may be used to provide for the payment of any shares which the Company may redeem from its shareholders, to make distributions to the shareholders (including at the liquidation of the Company), provided that any such redemption or such distributions out of share premium shall firstly benefit such shares on which the relevant share premium has originally been paid, to offset any net realized losses or to allocate funds to the legal reserve.»

Seventh resolution

The shareholders resolve to amend the third paragraph of article 24 of the articles of incorporation of the Company, which shall from now on have the following wording:

« **Art. 24. paragraph 3. Dissolution, Liquidation.** After the payment of all debts of and charges against the Company and of the expenses of liquidation, the net assets shall be distributed to the holders of the shares as follows: after repayment of each shareholder's capital contribution (including any issue premiums paid), the net liquidation proceeds will be apportioned between the shareholders in proportion to their aggregate contributions to the Company to subscribe for the shares held by them (including any share premium paid).»

Declaration for tax purposes

Insofar as the present contribution in kind consists in Goldcup, a company which has its registered seat in the European Community, contributing all of its assets and liabilities to the Company which also has its registered seat in the European Community, as payment of solely shares issued by the Company and allotted to Goldcup, the Company refers to Article 4-1 of the law dated 29 December 1971, as amended, which provides for a capital tax exemption in this case.

Costs and expenses

The costs, expenses, remunerations or charges of any form whatsoever incumbent to the Company and charged to it by reason of the present deed are assessed at two thousand eight hundred Euro (€ 2,800.-).

For registration purposes the amount of the present capital increase is estimated at one million seventy thousand five hundred ninety-eight Euro (€ 1,070,598.-).

The undersigned notary who speaks and understands English, states herewith that the present deed is worded in English followed by a French version at the request of the appearing person and in case of divergences between the two versions, the English version will prevail.

Whereas the present deed was drawn up in Luxembourg, on the day named at the beginning of this document.

The document having been read to the person appearing in Luxembourg, who is known to the notary, by his surname, first name, civil status and residence, has signed together with the notary the present original deed.

Suit la traduction française du texte qui précède:

L'an deux mille sept, le premier février.

Par-devant Nous, Maître Paul Decker, notaire de résidence à Luxembourg (Grand-Duché de Luxembourg).

Comparaît:

TRITON MANAGERS II LIMITED, une société ayant son siège social à 22 Grenville Street, St. Helier, Jersey, JE4 8PX, agissant comme associé-gérant (general partner) de chacune des sociétés (limited partnership) de Jersey suivantes: TRITON FUND II LP, TWO TRITON FUND F&F LP, TWO TRITON FUND (EXECUTIVES) LP et TWO TRITON FUND F&F 2 LP, ayant chacune son siège social à 22 Greenville Street, St. Helier, Jersey, JE4 8PX,

représentée aux fins des présentes par M^e Jean Michel Schmit, avocat, demeurant à Luxembourg, aux termes d'une procuration sous seing privé donnée à Jersey le 1^{er} février 2007.

La prédite procuration restera annexée aux présentes pour être enregistrée avec elles.

Lequel comparant, agissant en sa qualité d'associé-gérant (general partner) et pour le compte des associés de la Société, a requis le notaire instrumentant d'acter ce qui suit:

Le comparant représente tous les associés de APOLUS HOLDCO S.à r.l., une société à responsabilité limitée régie par le droit luxembourgeois, constituée suivant acte de Maître Jean-Joseph Wagner, notaire de résidence à Sanem (Grand-Duché de Luxembourg), le 10 janvier 2007, non encore publié au Mémorial C Recueil des Sociétés et Associations, ayant un capital social de cent quinze mille couronnes suédoises (SEK 115.000,-), ayant son siège social à 46A, avenue John F. Kennedy, L-1855 Luxembourg et en cours d'enregistrement au Registre de Commerce et des Sociétés de Luxembourg (la «Société»). Les statuts de la Société n'ont pas encore été modifiés depuis.

Le comparant, représentant tous les associés de la Société, reconnaît être parfaitement au courant des décisions à intervenir sur base de l'ordre du jour suivant:

Ordre du jour:

1. Division du capital social de la Société en cinq (5) catégories de parts sociales: parts sociales de catégorie A, parts sociales de catégorie B, parts sociales de catégorie C, parts sociales de catégorie D et parts sociales de catégorie E, chaque parts sociale de chacune de ces catégories ayant une valeur nominale de vingt-cinq couronnes suédoises (SEK 25,-).

2. Conversion des quatre mille six cents (4.600) parts sociales existantes ayant chacune une valeur nominale de vingt-cinq couronnes suédoises (SEK 25,-) en quatre mille six cents (4.600) parts sociales de catégorie A ayant chacune une valeur nominale de vingt-cinq couronnes suédoises (SEK 25,-).

3. Augmentation du capital social de la Société à concurrence d'un montant de neuf millions six cent quatre-vingt six mille et cent couronnes suédoises (SEK 9.686.100,-) afin de le porter de son montant actuel de cent quinze mille couronnes suédoises (SEK 115.000,-) à un montant de neuf millions huit cent et un mille et cents couronnes suédoises (SEK 9.801.100,-).

4. Emission de cent quatre-vingt treize mille sept cent vingt-deux (193.722) nouvelles parts sociales de catégorie B, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie C, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie D et soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie E, d'une valeur nominale de vingt-cinq couronnes suédoises (SEK 25,-) chacune, entièrement libérées, ayant les droits et privilèges tels que indiqués dans les statuts et donnant droit aux dividendes à partir du jour de la délibération de l'assemblée générale votant sur l'augmentation de capital proposée.

5. Acceptation de la souscription de ces cent quatre-vingt treize mille sept cent vingt-deux (193.722) nouvelles parts sociales de catégorie B, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie C, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie D et soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie E, par Goldcup M 2442 AB, une société ayant son siège social à c/o Bolagsrätt Sundsvall, Box 270, 851 04 Sundsvall, Suède, inscrite au Registre de Commerce et des Sociétés de Suède sous le numéro 556714-4158 («Goldcup») et acceptation de la libération intégrale par Goldcup de la valeur nominale de chacune de ces parts sociales nouvelles ainsi que d'une prime d'émission d'un montant total de neuf cent cinquante huit millions neuf cent vingt-quatre mille deux cent cinquante-cinq couronnes suédoises (SEK 958.924.255,-), par un apport en nature de tous les actifs et passifs de Goldcup ayant une valeur totale de neuf cent soixante-huit millions six cent dix mille trois cent cinquante-cinq couronnes suédoises (SEK 968.610.355,-).

6. Modification de l'article 5 paragraphe 1^{er} des statuts afin de refléter l'augmentation de capital proposée.

7. Modification de l'article 5 paragraphe 2 des statuts qui aura dorénavant la teneur suivante: «En plus du capital social souscrit, un compte de prime d'émission peut être établi auquel toutes les primes d'émission payées sur une ou plusieurs actions en sus de la valeur nominale seront transférées. L'avoir de ce compte de primes peut être utilisé pour effectuer le remboursement, en cas de rachat par la Société des actions des associés, pour effectuer des distributions aux associés (y compris lors de la liquidation de la Société), sous réserve qu'un tel rachat ou qu'une telle distribution prélevés sur la prime d'émission bénéficie en priorité aux actions sur lesquelles la prime d'émission en question a été payée à l'origine, pour compenser des pertes nettes réalisées ou pour allouer des fonds à la réserve légale.»

8. Modification de l'article 24 paragraphe 3 des statuts qui aura dorénavant la teneur suivante: «Après paiement de toutes les dettes et charges de la Société et de tous les frais de liquidation, l'actif net est réparti entre tous les associés de la manière suivante: après le remboursement de la contribution au capital (y compris en ce qui concerne les primes payées), le produit net de la liquidation sera réparti entre les actionnaires à proportion des contributions cumulées à la Société pour souscrire aux actions qu'ils détiennent (comprenant toute prime d'émission payée).»

9. Divers.

Le comparant, agissant pour le compte de tous les associés de la Société, a requis le notaire instrumentant d'acter les résolutions suivantes adoptées chaque fois à l'unanimité:

Première résolution

Les associés décident de diviser le capital social de la Société en cinq (5) catégorie de parts sociales: parts sociales de catégorie A, parts sociales de catégorie B, parts sociales de catégorie C, parts sociales de catégorie D et parts sociales de catégorie E, chaque parts sociale de chacune de ces catégories ayant une valeur nominale de vingt-cinq couronnes suédoises (SEK 25,-).

Deuxième résolution

Les associés décident de convertir les quatre mille six cents (4.600) parts sociales existantes ayant chacune une valeur nominale de vingt-cinq couronnes suédoises (SEK 25,-) en quatre mille six cents (4.600) parts sociales de catégorie A ayant chacune une valeur nominale de vingt-cinq couronnes suédoises (SEK 25,-).

Troisième résolution

Les associés décident d'augmenter le capital social de la Société à concurrence d'un montant de neuf millions six cent quatre-vingt six mille et cent couronnes suédoises (SEK 9.686.100,-) afin de le porter de son montant actuel de cent quinze mille couronnes suédoises (SEK 115.000,-) à un montant de neuf millions huit cent un mille et cent couronnes suédoises (SEK 9.801.100,-).

Quatrième résolution

Les associés décident d'émettre cent quatre-vingt treize mille sept cent vingt-deux (193.722) nouvelles parts sociales de catégorie B, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie C, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie D et soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie E d'une valeur nominale de vingt-cinq couronnes suédoises (SEK 25,-) chacune, entièrement libérées, ayant les droits et privilèges tels que indiqués dans les statuts et donnant droit aux dividendes à partir du jour de la délibération de l'assemblée générale votant sur l'augmentation de capital proposée.

Souscription et Attribution

Ensuite a comparu M^e Jean Michel Schmit, précité, agissant en sa qualité de mandataire de Goldcup, telle que définie ci-dessus, en vertu d'une procuration donnée à Jersey le 1^{er} février 2007.

Le comparant déclare souscrire au nom et pour le compte de Goldcup pour les cent quatre-vingt treize mille sept cent vingt-deux (193.722) nouvelles parts sociales de catégorie B, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie C, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie D et soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie E, ayant une valeur nominale de vingt-cinq couronnes suédoises (SEK 25,-) chacune, et de libérer intégralement la valeur nominale de chacune de ces parts sociales nouvelles ainsi qu'une prime d'émission d'un montant total de neuf cent cinquante huit millions neuf cent vingt-quatre mille deux cent cinquante-cinq couronnes suédoises (SEK 958.924.255,-), par un apport en nature de tous les actifs et passifs de Goldcup ayant une valeur totale de neuf cent soixante-huit millions six cent dix mille trois cent cinquante-cinq couronnes suédoises (SEK 968.610.355,-) («l'Apport»).

Le souscripteur agissant par son mandataire déclare (i) que l'Apport est fait sur base d'un contrat d'apport daté du 1^{er} février 2007 par lequel Goldcup, prénommée, a accepté d'apporter tous les actifs et passifs à la Société et (ii) que la valeur de l'Apport a été certifiée par un rapport spécial du 1^{er} février 2007, signé conjointement par les représentants dûment autorisés du souscripteur et de la Société, lequel rapport spécial signé ne varietur restera annexée au présent acte pour être soumis avec lui aux autorités d'enregistrement.

Par suite de cela, l'associé décide d'accepter ladite souscription et ledit paiement et d'allouer les cent quatre-vingt treize mille sept cent vingt-deux (193.722) nouvelles parts sociales de catégorie B, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie C, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie D et soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie E à Goldcup en tant que parts sociales entièrement libérées.

Cinquième résolution

En conséquence des résolutions adoptées ci-dessus, les associés ont décidé de modifier le premier alinéa de l'article 5 des statuts de la Société qui sera dorénavant rédigé comme suit:

« **Art. 5. paragraphe 1^{er}. Capital social souscrit.** Le capital social souscrit de la Société est fixé à neuf millions huit cent et un mille et cents couronnes suédoises (SEK 9.801.100,-) divisé en quatre mille six cents (4.600) parts sociales de catégorie A, cent quatre-vingt treize mille sept cent vingt-deux (193.722) nouvelles parts sociales de catégorie B, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie C, soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie D et soixante-quatre mille cinq cent soixante-quatorze (64.574) nouvelles parts sociales de catégorie E à Goldcup en tant que parts sociales entièrement libérées.

(64.574) nouvelles parts sociales de catégorie E, ayant une valeur nominale de vingt-cinq couronnes suédoises (SEK 25,-) chacune, et entièrement libérées.»

Sixième résolution

Les associés décident de modifier l'article 5 paragraphe 2 des statuts qui aura dorénavant la teneur suivante:

« **Art. 5. paragraphe 2. Capital social souscrit.** En plus du capital social souscrit, un compte de prime d'émission peut être établi auquel toutes les primes d'émission payées sur une ou plusieurs actions en sus de la valeur nominale seront transférées. L'avoir de ce compte de primes peut être utilisé pour effectuer le remboursement, en cas de rachat par la Société des actions des associés, pour effectuer des distributions aux associés (y compris lors de la liquidation de la Société), sous réserve qu'un tel rachat ou qu'une telle distribution prélevés sur la prime d'émission bénéficie en priorité aux actions sur lesquelles la prime d'émission en question a été payée à l'origine, pour compenser des pertes nettes réalisées ou pour allouer des fonds à la réserve légale.»

Septième résolution

Les associés décident de modifier l'article 24 paragraphe 3 des statuts qui aura dorénavant la teneur suivante:

« **Art. 24. paragraphe 3. Dissolution, Liquidation.** Après paiement de toutes les dettes et charges de la Société et de tous les frais de liquidation, l'actif net est réparti entre tous les associés de la manière suivante: après le remboursement de la contribution au capital (y compris en ce qui concerne les primes payées), le produit net de la liquidation sera réparti entre les actionnaires à proportion des contributions cumulées à la Société pour souscrire aux actions qu'ils détiennent (comprenant toute prime d'émission payée).»

Déclaration pour raisons fiscales

Considérant que le présent apport en nature résulte dans Goldcup, une société constitué dans la Communauté européenne, apportant tous ses actifs et passifs à la Société également constituée dans la Communauté européenne, comme paiement exclusivement d'actions émises par la Société et attribués à Goldcup, la Société se réfère à l'article 4-1 de la loi du 29 décembre 1971, telle que modifiée, qui prévoit l'exonération du droit d'apport dans un tel cas.

Frais

Les frais, dépenses, rémunérations et charges quelconques qui incombent à la société des suites de ce document sont estimés à deux mille huit cents Euros (€ 2.800,-).

Pour les besoins de l'enregistrement, le montant de la présente augmentation est évaluée à un million soixante-dix mille cinq cent quatre-vingt-dix-huit Euros (€ 1.070.598,-).

Le notaire soussigné qui connaît la langue anglaise, déclare par la présente qu'à la demande des comparants ci-avant, le présent acte est rédigé en langue anglaise, suivi d'une version française, et qu'à la demande des mêmes comparants, en cas de divergences entre le texte anglais et le texte français, la version anglaise primera.

Dont acte, fait et passé à Luxembourg, date qu'en tête des présentes.

Lecture du présent acte faite et interprétation donnée aux comparants, connus du notaire instrumentaire par leurs nom, prénom usuel, état et demeure, ils ont signé avec Nous, notaire, le présent acte.

Signé: J. Schmit, P. Decker.

Enregistré à Luxembourg, le 6 février 2007, vol. 157S, fol. 76, case 9. — Reçu 12 euros.

Le Receveur (signé): J. Muller.

Pour expédition conforme, délivrée sur papier libre aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg-Eich, le 13 février 2007.

Signature.

Référence de publication: 2007062669/206/310.

(070065758) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 mai 2007.

Voiron Design S.A., Société Anonyme.

Siège social: L-2311 Luxembourg, 55-57, avenue Pasteur.

R.C.S. Luxembourg B 126.873.

L'an deux mille sept, le dix-sept avril.

Par-devant Maître Jean Seckler, notaire de résidence à Junglinster, (Grand-Duché de Luxembourg), soussigné;

S'est réunie l'assemblée générale extraordinaire des actionnaires de la société anonyme VOIRON DESIGN S.A. ayant son siège social à L-2311 Luxembourg, 55-57, avenue Pasteur, en voie d'inscription au Registre de Commerce et des Sociétés de Luxembourg, constituée suivant acte reçu par le notaire instrumentant en date du 7 mars 2007, non encore publié au Mémorial C, Recueil des Sociétés et Associations.

La séance est ouverte sous la présidence de Monsieur Nico Hansen, employé privé, demeurant professionnellement à Luxembourg.

Le Président désigne comme secrétaire Madame Raymonde Weber, employée privée, demeurant professionnellement à Luxembourg.

L'assemblée choisit comme scrutatrice Madame Sophie Batardy, employée privée, demeurant professionnellement à Luxembourg.

Les actionnaires présents ou représentés à la présente assemblée ainsi que le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence, signée par les actionnaires présents et par les mandataires de ceux représentés, et à laquelle liste de présence, dressée par les membres du bureau, les membres de l'assemblée déclarent se référer.

Les procurations émanant des actionnaires représentés à la présente assemblée, signées ne varietur par les comparants et le notaire instrumentant, resteront annexées au présent acte avec lequel elles seront enregistrées.

Le Président expose et l'assemblée constate:

A) Que la présente assemblée générale extraordinaire a pour ordre du jour:

Ordre du jour:

1.- Modification de l'objet social afin de donner à l'article 4 des statuts la teneur suivante:

« **Art. 4.** La société a pour objet la prise de participations, sous quelque forme que ce soit, dans d'autres sociétés luxembourgeoises ou étrangères, ainsi que la gestion, le contrôle et la mise en valeur de ces participations.

La société peut acquérir par voie d'apport, de souscription, d'option d'achat et de toute autre manière des valeurs immobilières et mobilières de toutes espèces et les réaliser par voie de vente, cession, échange ou autrement.

La société peut également acquérir et mettre en valeur tous brevets et autres droits se rattachant à ces brevets ou pouvant les compléter.

La société peut emprunter et accorder à d'autres sociétés dans lesquelles la société détient un intérêt, tous concours, prêts, avances ou garanties.

La société a en outre pour objet toutes activités commerciales, en accord avec les dispositions de la loi du 9 juillet 2004, modifiant la loi modifiée du 28 décembre 1988 concernant le droit d'établissement et réglementant l'accès aux professions d'artisan, de commerçant, d'industriel ainsi qu'à certaines professions libérales.

Dans le cadre de son activité, la société pourra accorder hypothèque, emprunter avec ou sans garantie ou se porter caution pour d'autres personnes morales et physiques, sous réserve des dispositions légales afférentes.

La société peut également procéder à toutes opérations immobilières, mobilières, commerciales, industrielles et financières, nécessaires et utiles pour la réalisation de l'objet social.»

2.- Divers.

B) Que la présente assemblée réunissant l'intégralité du capital social est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur les objets portés à l'ordre du jour.

C) Que l'intégralité du capital social étant représentée, il a pu être fait abstraction des convocations d'usage, les actionnaires présents ou représentés se reconnaissant dûment convoqués et déclarant par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable.

Ensuite l'assemblée aborde l'ordre du jour et, après en avoir délibéré, elle a pris à l'unanimité la résolution suivante:

Résolution

L'assemblée décide de modifier l'objet social et d'adopter en conséquence pour l'article 4 des statuts la teneur comme ci-avant reproduite dans l'ordre du jour sous le point 1).

Frais

Le montant des frais, dépenses et rémunérations quelconques incombant à la société en raison des présentes s'élève approximativement à six cent cinquante euros.

Plus rien n'étant à l'ordre du jour, la séance est levée.

Dont acte, fait et passé à Luxembourg, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée aux comparants, connus du notaire par noms, prénoms usuels, états et demeures, ils ont tous signé avec Nous notaire le présent acte.

Signé: N. Hansen, R. Weber, S. Batardy, J. Seckler.

Enregistré à Grevenmacher, le 26 avril 2007, Relation GRE/2007/1804. — Reçu 12 euros.

Le Receveur (signé): G. Schlink.

Pour expédition conforme, délivrée aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Junglinster, le 24 mai 2007.

J. Seckler.

Référence de publication: 2007063052/231/66.

(070066441) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Euroconsultants International S.A., Société Anonyme.

Siège social: L-2172 Luxembourg, 29, rue Alphonse München.

R.C.S. Luxembourg B 113.966.

In the year two thousand and seven, on the second of April.

Before M^e Jean Seckler, notary residing in Junglinster, (Grand Duchy of Luxembourg), undersigned,

Appeared:

- Mr Matthieu Van de Castele, jurist, professionally residing in L-2172 Luxembourg, 29, rue Alphonse München,

acting in her capacity as a special proxy-holder of the board of directors of the public limited company EUROCONSULTANTS INTERNATIONAL S.A with registered office in L-2172 Luxembourg, 29, rue Alphonse München, inscribed in the Trade and Companies' Register of Luxembourg, section B, under the number 113,966, pursuant to a power given by the board of directors of the said company in its meeting of the 12th of February 2007.

The minutes of this meeting, after having been signed *in varietur* by the appearing person and the notary, will remain attached to the present deed in order to be recorded with it.

The appearing person, acting as said before, has required the undersigned notary to state his declarations as follows:

1. The company EUROCONSULTANTS INTERNATIONAL S.A. has been incorporated by deed of the undersigned notary on the 19th of January 2006, published in the *Mémorial C, Recueil des Sociétés et Associations*, number 869 of the 3rd of May 2006,

and the articles of association have been modified by the officiating notary on the 16th of March 2007, not published in the *Mémorial C, Recueil des Sociétés et Associations*.

2. The subscribed capital of the company is fixed at three hundred and forty-five thousand Euros (345,000.- EUR), represented by two thousand three hundred (2,300) shares of a par value of one hundred and fifty Euros (150.- EUR) each.

3. Pursuant to article 5 of the articles of association, the authorized capital is set at ten million euros (10,000,000.- EUR).

The board of directors is authorized to increase in one or several times the subscribed capital in the limits of the authorized capital at the terms and conditions which he will fix and to suppress or limit the preferential subscription right of the existing shareholder.

4. In its meeting of February 12th, 2007, the board of directors of the said company has decided to increase the capital by twenty-one thousand Euros (21,000.- EUR), so as to raise the capital from its present amount of three hundred and forty-five thousand Euros (345,000.- EUR) to three hundred sixty-six thousand Euros (366,000.- EUR) by the creation and the issue of one hundred and forty (140) new shares with a par value of one hundred and fifty Euros (150.- EUR) each.

5. That the subscription and full payment of the one hundred and forty (140) new shares have been as follows:

- one hundred twenty-six (126) shares by the stock company under the laws of Greece EUROCONSULTANTS S.A., with registered office in GR-55102 Thessaloniki, 21 Antonis Tritsis Street, (Greece),

- seven (7) shares by Mr. Paris Kokorotsikos, company director, residing in GR-55535 Thessaloniki, 7, Spyrou Moustakli Street, (Greece), and

- seven (7) shares by Mr. Efstathios Tavridis, company director, residing in GR-55131 Thessaloniki, 13, Thermaikos Street, (Greece).

Payment

The new shares have been fully paid up by the aforesaid subscribers by payment in cash, so that the amount of twenty-one thousand Euros (21,000.- EUR) is at the disposal of the company, as has been proved to the undersigned notary, who expressly acknowledges it.

6. As a consequence of such increase of capital, the first paragraph of Article 5 of the articles of association is amended and now reads as follows:

Art. 5. (first paragraph). The subscribed capital of the Company is fixed at three hundred and sixty-six thousand euros (366,000.- EUR), represented by two thousand four hundred and forty (2,440) shares of a par value of one hundred and fifty euros (150.- EUR) each.»

Costs

The amount of the expenses, remunerations and charges, in any form whatsoever, to be borne by the present deed are estimated at one thousand one hundred Euros.

Statement

The undersigned notary, who understands and speaks English and French, states herewith that at the request of the appearing person the present deed is worded in English, followed by a French version; at the request of the same appearing person, in case of discrepancies between the English and the French texts, the English version will prevail.

Whereof the present notarial deed was drawn up in Luxembourg, on the day named at the beginning of this document.

The document having been read to the appearing person, known to the notary, by surname, first name, civil status and residence, the said person appearing signed together with Us, the notary, the present original deed.

Suit la version française du texte qui précède:

L'an deux mille sept, le deux avril.

Par-devant Maître Jean Seckler, notaire de résidence à Junglinster, (Grand-Duché de Luxembourg), soussigné;

A comparu:

- Monsieur Matthieu Van de Castele, juriste, demeurant professionnellement à L-2172 Luxembourg, 29, rue Alphonse München,

agissant en sa qualité de mandataire spécial du conseil d'administration de la société anonyme EUROCONSULTANTS INTERNATIONAL S.A., avec siège social à L-2172 Luxembourg, 29, rue Alphonse München, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 113.966, en vertu d'un pouvoir qui lui a été conféré par le conseil d'administration de ladite société en sa réunion du 12 février 2007.

Le procès-verbal de cette réunion, après avoir été signées ne varietur par le comparant et le notaire, restera annexé au présent acte afin d'être enregistrée avec lui.

Lequel comparant, agissant comme dit ci-avant, a requis le notaire instrumentant de documenter ses déclarations comme suit:

1. La société anonyme EUROCONSULTANTS INTERNATIONAL S.A. a été constituée suivant acte reçu par le notaire instrumentant en date du 19 janvier 2006, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 869 du 3 mai 2006,

et les statuts ont été modifiés suivant acte reçu par le notaire instrumentant en date du 16 mars 2007, non encore publié au Mémorial C, Recueil des Sociétés et Associations.

2. le capital souscrit de la société est fixé à trois cent quarante-cinq mille euros (345.000,- EUR), représenté par deux mille trois cents (2.300) actions d'une valeur nominale de cent cinquante euros (150,- EUR) chacune.

3. Conformément à l'article cinq des statuts, le capital autorisé est fixé à dix millions d'euros (10.000.000,- EUR).

Le conseil d'administration est autorisé à augmenter en une ou plusieurs fois le capital souscrit à l'intérieur des limites du capital autorisé aux conditions et modalités qu'il fixera et à supprimer ou limiter le droit préférentiel de souscription des anciens actionnaires.

4. En sa réunion du 12 février 2007, le conseil d'administration de ladite société a décidé d'augmenter le capital social à concurrence de vingt et un mille euros (21.000,- EUR), pour porter le capital social ainsi de son montant actuel de trois cent quarante-cinq mille euros (345.000,- EUR) à trois cent soixante-six mille euros (366.000,- EUR) par la création et l'émission de cent quarante (140) actions nouvelles d'une valeur nominale de cent cinquante euros (150,- EUR) chacune.

5. Que la souscription et la libération intégrale des cent quarante (140) actions nouvelles ont été faites comme suit:

- cent vingt-six (126) actions par la société anonyme de droit grec EUROCONSULTANTS S.A., avec siège social à GR-55102 Thessaloniki, 21 Antonis Tritsis Street, (Grèce),

- sept (7) actions par Monsieur Paris Kokorotsikos, administrateur de société, demeurant à GR-55535 Thessaloniki, 7, Spyrou Moustakli Street, (Grèce), et

- sept (7) actions par Monsieur Efstathios Tavridis, administrateur de société, demeurant à GR-55131 Thessaloniki, 13, Thermaikos Street, (Grèce).

Libération

Les actions nouvelles ont été entièrement libérées par les souscripteurs prédits par versement en numéraire, de sorte que la somme de vingt et un mille euros (21.000,- EUR) se trouve à la libre disposition de la société, ainsi qu'il en est justifié au notaire soussigné, qui le constate expressément.

6. En conséquence de cette augmentation de capital, le premier alinéa de l'article 5 des statuts est modifié et aura désormais la teneur suivante:

« **Art. 5. (premier alinéa).** Le capital souscrit de la société est fixé à trois cent soixante-six mille euros (366.000,- EUR), représenté par deux mille quatre cent quarante (2.440) actions d'une valeur nominale de cent cinquante euros (150,- EUR) chacune.»

Frais

Le montant des frais, dépenses et rémunérations quelconques incombant à la société en raison des présentes s'élève approximativement à mille deux cents euros.

Constatation

Le notaire soussigné qui comprend et parle l'anglais et le français, constate par les présentes qu'à la requête du comparant, le présent acte est rédigé en anglais suivi d'une version française, à la requête du même comparant et en cas de divergences entre le texte anglais et français, la version anglaise fera foi.

Dont acte, fait et passé à Luxembourg, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée au comparant, connu du notaire par nom, prénom usuel, état et demeure, il a signé avec Nous notaire le présent acte.

Signé: M. Van de Castele, J. Seckler.

Enregistré à Grevenmacher, le 13 avril 2007, Relation GRE/2007/1606. — Reçu 210 euros.

Le Receveur ff. (signé): Bentner.

Pour expédition conforme, délivrée aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Junglinster, le 24 mai 2007.

J. Seckler.

Référence de publication: 2007063051/231/122.

(070066433) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Fidustar S.A., Société Anonyme.

Siège social: L-1636 Luxembourg, 10, rue Willy Goergen.

R.C.S. Luxembourg B 113.969.

Le bilan au 31 décembre 2006 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 25 mai 2007.

Signature.

Référence de publication: 2007063355/318/12.

Enregistré à Luxembourg, le 16 mai 2007, réf. LSO-CE03503. - Reçu 18 euros.

Le Receveur (signé): G. Reuland.

(070066124) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

STOCKPORT (Luxembourg) Sàrl, Société à responsabilité limitée.

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 108.728.

Constituée par-devant M^e Emile Schlessler, notaire de résidence à Luxembourg, en date du 2 juin 2005, acte publié au Mémorial C n^o 1185 du 10 novembre 2005.

Le bilan au 31 décembre 2006 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour STOCKPORT (LUXEMBOURG) SARL
FORTIS INTERTRUST (LUXEMBOURG) S.A.
Signatures

Référence de publication: 2007063347/29/16.

Enregistré à Luxembourg, le 21 mai 2007, réf. LSO-CE04267. - Reçu 18 euros.

Le Receveur (signé): G. Reuland.

(070066113) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Captrisk S.A., Société Anonyme.

Siège social: L-2530 Luxembourg, 10A, rue Henri M. Schnadt.

R.C.S. Luxembourg B 97.382.

Les comptes annuels au 31 décembre 2006, ainsi que les autres documents et informations qui s'y rapportent ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

P. Rochas
Administrateur

Référence de publication: 2007063367/636/14.

Enregistré à Luxembourg, le 23 mai 2007, réf. LSO-CE04914. - Reçu 20 euros.

Le Receveur (signé): G. Reuland.

(070066055) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Synthèses Financières S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 15, boulevard Royal.

R.C.S. Luxembourg B 32.682.

Le bilan au 31 décembre 2006 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 11 mai 2007.

Pour le Conseil d'Administration

Signatures

Référence de publication: 2007063363/535/14.

Enregistré à Luxembourg, le 22 mai 2007, réf. LSO-CE04348. - Reçu 24 euros.

Le Receveur (signé): G. Reuland.

(070066053) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Key Com S.A., Société Anonyme (en liquidation).

Siège social: L-1724 Luxembourg, 3B, boulevard du Prince Henri.

R.C.S. Luxembourg B 74.435.

Le bilan au 31 décembre 2006 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 10 mai 2007.

Signature

Le liquidateur

Référence de publication: 2007063361/535/14.

Enregistré à Luxembourg, le 22 mai 2007, réf. LSO-CE04349. - Reçu 24 euros.

Le Receveur (signé): G. Reuland.

(070066051) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Push The Brand S. à r.l., Société à responsabilité limitée.

Siège social: L-5811 Fentange, 136, rue de Bettembourg.

R.C.S. Luxembourg B 101.205.

L'an deux mille sept, le deux mai.

Par-devant Maître Francis Kessler, notaire de résidence à Esch-sur-Alzette.

A comparu:

Monsieur Julio Goncalves Teixeira Da Silva, directeur financier, né à Rego (Portugal), le 7 avril 1973, demeurant à L-3321 Berchem, 8, rue Oscar Romero.

Lequel comparant déclare être le seul associé de la société à responsabilité limitée PUSH THE BRAND S. à r.l., avec siège social à L-3321 Berchem, 8, rue Oscar Romero,

inscrite au Registre de Commerce et des Sociétés à Luxembourg sous le numéro B 101.205,

constituée sous la dénomination de L.G. CONSULTING, aux termes d'un acte reçu par Maître Urbain Tholl, notaire de résidence à Mersch, en date du 27 mai 2004, publié au Mémorial C 815 du 9 août 2004,

dont les statuts ont été modifiés aux termes de deux actes reçus par le notaire instrumentant,

- en date du 10 octobre 2005, publié au Mémorial C numéro 208 du 30 janvier 2006 et

- en date du 13 février 2007, publié au Mémorial C numéro 624 du 17 avril 2007,

dont le capital social est de douze mille quatre cents euros (€ 12.400,-) représenté par cent (100) parts sociales d'une valeur nominale de cent vingt-quatre euros (€ 124,-) chacune.

Le comparant prie le notaire instrumentant de documenter la décision suivante:

Monsieur Julio Goncalves Teixeira Da Silva, prénommé, déclare céder vingt (20) parts sociales à Monsieur Vincent Jeunejean, employé privé, né à Malmedy (Belgique), le 19 novembre 1973, demeurant à L-1727 Luxembourg, 38, rue Arthur Herchen, ici présent, ce acceptant, au prix de vingt euros (€ 20,-), ce dont quittance.

Monsieur Julio Goncalves Teixeira Da Silva, prénommé, Madame Sonia Maria Da Costa Oliveira Goncalves, employée privée, née à Feira (Portugal), le 17 janvier 1974, demeurant à L-3321 Berchem, 8, rue Oscar Romero, ici représentée par Monsieur Goncalves Teixeira Da Silva, prénommé, en vertu d'une procuration annexée aux présentes, gérants de la société, déclarent accepter cette cession de parts au nom de la société, de sorte qu'une notification à la société, conformément à l'article 1690 du Code Civil n'est plus nécessaire.

Suite à la cession de parts sociales qui précèdent les parts sociales sont réparties comme suit:

1.- Monsieur Julio Goncalves Teixeira Da Silva, prénommé, quatre-vingts parts sociales	80
2.- Monsieur Vincent Jeunejean, prénommé, vingt parts sociales	20
Total: cent parts sociales	100

Ensuite les associés se considérant comme réunis en assemblée générale extraordinaire prient le notaire instrumentant de documenter les résolutions suivantes:

1. Le siège social est transféré de son adresse actuelle L-3321 Berchem, 8, rue Oscar Romero à L-5811 Fentange, 136, rue de Bettembourg, de sorte que le premier alinéa de l'article deux (2) des statuts a dorénavant la teneur suivante:

Art. 2. 1^{er} alinéa. Le siège social de la société est établi à Fentange.

2. La dernière phrase de l'article 5 des statuts est supprimée.

Dont acte, fait et passé à Esch-sur-Alzette, en l'étude, date qu'en tête des présentes.

Et après lecture faite et interprétation donné aux comparants, ils ont signé avec Nous notaire le présent acte.

Signé: J. Goncalves Teixeira Da Silva, V. Jeunejean, F. Kessler.

Enregistré à Esch-Alzette, le 4 mai 2007, Relation: EAC/2007/4602. — Reçu 12 euros.

Le Releveur (signé): A. Santioni.

Pour expédition conforme, délivrée à la société sur demande pour servir aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Esch-sur-Alzette, le 15 mai 2007.

F. Kessler.

Référence de publication: 2007063054/219/49.

(070066444) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Ethofin Holding S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 23, rue Beaumont.

R.C.S. Luxembourg B 79.157.

Le bilan au 31 décembre 2006 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 14 mai 2007.

Pour le Conseil d'Administration

Signatures

Référence de publication: 2007063365/535/14.

Enregistré à Luxembourg, le 22 mai 2007, réf. LSO-CE04345. - Reçu 24 euros.

Le Releveur (signé): G. Reuland.

(070066054) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Auluxe, Société Anonyme.

Siège social: L-2530 Luxembourg, 10A, rue Henri M. Schnadt.

R.C.S. Luxembourg B 108.133.

Les comptes annuels au 31 décembre 2006, ainsi que les autres documents et informations qui s'y rapportent ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

P. Rochas
Administrateur

Référence de publication: 2007063369/636/14.

Enregistré à Luxembourg, le 23 mai 2007, réf. LSO-CE04916. - Reçu 20 euros.

Le Receveur (signé): G. Reuland.

(070066056) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

HKD Holding S.A., Société Anonyme.

Siège social: L-2520 Luxembourg, 1, allée Scheffer.

R.C.S. Luxembourg B 75.342.

Le bilan au 31 décembre 2005 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 15 mai 2007.

TMF CORPORATE SERVICES S.A.

Signatures

Référence de publication: 2007063600/805/14.

Enregistré à Luxembourg, le 24 mai 2007, réf. LSO-CE05305. - Reçu 14 euros.

Le Receveur (signé): G. Reuland.

(070066552) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Stier S.A., Société Anonyme.

Siège social: L-1258 Luxembourg, 4, rue Jean-Pierre Brasseur.

R.C.S. Luxembourg B 127.951.

Extrait du procès-verbal de l'Assemblée Générale Extraordinaire du 30 mai 2007

Il résulte du procès-verbal de l'Assemblée Générale Extraordinaire qui s'est tenue en date du 30 mai 2007 que:

1) L'Assemblée a décidé d'accepter, avec effet immédiat, la démission d'un des administrateurs en fonction, à savoir, Monsieur Frédéric Collot, demeurant à L-1258 Luxembourg, 4, rue Jean-Pierre Brasseur.

2) L'Assemblée a décidé de nommer, avec effet immédiat, un nouvel administrateur de la société, en remplacement de l'administrateur démissionnaire, à savoir Monsieur Urs André Pelizzoni, né à Zürich (CH) le 25 novembre 1965, demeurant à CH-8309 Oberwil-Nürensdorf, Alte Bühlhofstr,2.

Le nouvel administrateur termine le mandat de son prédécesseur qui prendra fin à l'issue de l'assemblée générale annuelle statutaire de l'an 2012.

Luxembourg, le 30 mai 2007.

Pour extrait conforme

Signature

Un mandataire

Référence de publication: 2007063545/320/22.

Enregistré à Luxembourg, le 30 mai 2007, réf. LSO-CE06383. - Reçu 14 euros.

Le Receveur (signé): G. Reuland.

(070067014) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mai 2007.

Betohe Holding S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 25B, boulevard Royal.

R.C.S. Luxembourg B 72.919.

EXTRAIT

Maître Pierre-Olivier Wurth, avocat à la Cour, a démissionné le 19 mars 2007 de ses fonctions d'administrateur.

Pour extrait conforme

P.-O. Wurth

Référence de publication: 2007063435/294/13.

Enregistré à Luxembourg, le 24 avril 2007, réf. LSO-CD06044. - Reçu 14 euros.

Le Receveur (signé): G. Reuland.

(070066179) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2007.

Wipro, Succursale d'une société de droit étranger.

Adresse de la succursale: L-2449 Luxembourg, 26, boulevard Royal.
R.C.S. Luxembourg B 124.682.

Memorandum and Articles of Association of WIPRO LIMITED

In the High Court of Karnataka, Bangalore
dated this the 5th day of April 2006
before the Hon'ble Mr. Justice V.G.Sabhahit
Company Petition no. 130 of 2005

between

1 WIPRO LIMITED, registered office Doddakannelli, Sarjapura Road, Bangalore-560 035,

petitioner

(by Sri: A MURALI, AZB AND PARTNERS)

and:

NIL,

respondent

This petition is filed under Sections 391 to 394 of the Companies Act, 1956 praying that for the reasons stated therein this Hon'ble Court may be pleased to: sanction the Scheme of Amalgamation, Annexure - A hereto, by the Hon'ble Court so as to be binding on the Petitioner Company, its shareholders and also on SPECTRAMIND LIMITED and SPECTRAMIND LIMITED, BERMUDA and their shareholders and creditors and etc.

This petition coming on for hearing this day, the Court made the following:

Order:

This is a petition filed under Section 391 to 394 of the Companies Act, 1956 (hereinafter called as the «Act») to sanction the scheme of amalgamation of SPECTRAMIND LIMITED, BERMUDA (transferor company No.1) and SPECTRAMIND LIMITED, MAURITIUS (transferor company No. 2) with WIPRO LIMITED (transferee company) as per the scheme of amalgamation as per Annexure-A.

2. The transferee company was incorporated on 29 December 1945 under the provisions of the Companies Act, 1913 under the name and style WESTERN INDIA VEGETABLE PRODUCTS LIMITED in the State of Maharashtra, with registration No. 4713 of 1945-46 and changed its name to WIPRO PRODUCTS LIMITED with effect from 7 June 1977, The transferee company changed its name to WIPRO LIMITED with effect from 28 April 1984 and shifted its registered office from the State of Maharashtra to the State of Karnataka with effect from 10 July 1996. The registered office of the transferee company is situated at Doddakannelli, Sarjapur Road, Bangalore 560 035.

The authorised share capital of the transferee company is Rs. 355,00,00,000.- (Rupees Three hundred and fifty five crores only) divided into 165,00,00,000 (One hundred and sixty five crores) equity shares of Rs. 2.- each and 2,50,00,000 (Two Crores and fifty lakhs) preference shares of Rs. 10.- each and the issued, subscribed and paid up share capital of the company is Rs. 141,17,87,148.- (Rupees one hundred and forty one crores seventeen lakhs eighty seven thousand and one hundred and forty eight only) divided into 70,58,93,574 (seventy crores fifty eight lakhs ninety three thousand five hundred, and seventy four) equity shares of Rs. 2.- each fully paid up and is presently engaged in the business of information technology including dealing in computer equipments, software etc. The latest audited balance sheet of the transferee company is produced as per Annexure-C.

The Board of Directors of transferee company has approved the scheme of amalgamation in its meeting held on 22 April 2005 whereunder the companies known as SPECTRAMIND LIMITED, BERMUDA and SPECTRAMIND LIMITED, MAURITIUS are proposed to be merged with the transferee company subject to confirmation of this Court and also the authorities in Bermuda and Mauritius.

This Court by its order dated 21 June 2005 in C.A. No. 504/2005 directed the transferee company to convene and hold meetings of its shareholders and creditors for considering and if thought fit approving with or without modification of the scheme of amalgamation and accordingly, meetings of the shareholders and creditors of the transferee company were held on 21 July 2005 and 29 July 2005 respectively and the Chairman of the respective meetings have submitted the report and the shareholders and the creditors have approved the scheme by requisite majority.

This Court by order dated 12 September 2005 admitted this petition and issued notice to the Regional Director and directed paper publication to be carried out in Business Standard and Kannada Prabha Newspapers. Accordingly, paper publication has been taken out.

4. The transferor company No.1 was incorporated on 2 March 2000 under the provisions of the Companies Act, 1981, Bermuda and is engaged in the business of marketing and other services for companies engaged in IT (Information Technologies) Enabled Services, more commonly known as Business Process Outsourcing or BPO and the registered office of the transferor company No.1 is situated at Canon's Court, 22, Victoria Street, Haminton, HM 12, Bermuda. The authorised share capital of the transferor company No.1 is USD 5,00,00,000/- (US Dollars Five crores only) divided into

500,00,00,000 Zero coupon Non Redeemable Convertible Series A Preference Shares of US\$ 0.01 each and the issued, subscribed and paid up capital is USD 96,30,923 (US Dollars ninety six lakhs thirty thousand nine hundred and twenty three only) divided into 96,30,92,931 Zero Coupon Non Redeemable Convertible Series A Preference Shares of US\$ 0.01 each.

5. The transferor company No.2 was incorporated on 18 October 2000 under the provisions of the Companies Act, 1984, Mauritius and is an investment holding company having its registered office at 3rd floor, Les Cascades, Edith Cavell Street, Port Louis, Mauritius and the authorised share capital of the transferor company No.2 is USD 2,50,00,000/- (US Dollars two crores fifty lakhs only) divided into 2,50,00,000 ordinary shares of US\$1.- each and the issued, subscribed and paid up capital is USD 78,13,983 (US Dollars Seventy eighty lakhs thirty thousand nine hundred eighty three only) divided into 78,13,983 ordinary shares of US\$ 1.- each.

6. Notice was issued to the Regional Director. The Regional Director, Ministry of Company Affairs, Southern Region, Chennai has examined the Scheme and has filed an affidavit dated 27 March 2006 averring that there is compliance of Section 104(B) (2) of the Companies Act, 1981 of Bermuda and has also averred that the foreign jurisdiction is an appointed jurisdiction or approved by the Minister upon application by the company for the purpose of amalgamation of the company with a foreign corporation and continuance as a foreign corporation and it is reported by the transferor company that they have made an application on 18 November 2005 to the Ministry of Finance, Bermuda for designation of Republic of India as an appointed jurisdiction under Section 2(1) of the Companies Act, 1981 of Bermuda, since Republic of India has not been designated as an appointed jurisdiction under the said Section and this scheme can be considered by this Court, after approval of as mentioned above by the transferor company No.1 from the Ministry of Finance and produced before this Court. It is further averred in the affidavit of the Regional Director, Ministry of Company Affairs, Southern Region that the transferee company has to clarify the details of persons who made the share application money and how the same will be treated in the accounts of the transferee company after the merger as nothing has been mentioned in the scheme about this aspect.

7. After the receipt of the affidavit of the Regional Director, Ministry of Company Affairs, Southern Region, Chennai, the transferee company-petitioner has produced Annexure-A5 dated 28 March 2006 issued by the Ministry of Finance, Bermuda approving Republic of India as an appointed jurisdiction for the purpose of amalgamation of SPECTRAMIND LIMITED, BERMUDA with WIPRO LIMITED and the petitioner has also produced at Annexure-A2 the share certificate issued by the SPECTRAMIND LIMITED, BERMUDA certifying that WIPRO LIMITED, Doddakanelli, Sarjapur Road, Bangalore is the registered holder of Two hundred and sixty million full paid Series A Preferred Shares of the par value of (U.S.) \$0.01 each in the above named company, subject to the Memorandum of Association and Bye-laws thereof and the said certificate has been issued on 4 April 2005 and wherefore, the clarifications which were required to be submitted as per the affidavit of the Regional Director, Ministry of Company Affairs have been submitted by the transferee company.

8. In the circumstances, the proposed scheme of amalgamation is in accordance with law, which has been approved by requisite majority of shareholders and creditors and is not prejudicial to the interest of the shareholders and general public and is entitled to be sanctioned and accordingly, I pass the following:

Order:

- (i) The Company petition is allowed.
- (ii) The scheme of amalgamation, Annexure-A, proposed by the petitioner-transferee company, is sanctioned and is binding on the petitioner-transferee company and its shareholders and also on SPECTRAMIND LIMITED, BERMUDA (transferor company No.1) and SPECTRAMIND LIMITED, MAURITIUS (transferor company No.2) and their shareholders and creditors.
- (iii) Office is directed to draw up a decree in Form No.42.
- (iv) The petitioner is directed to serve a copy of this order to the Regional Director, Ministry of Company Affairs, Southern Region, Chennai.

Sa / -
Judge
Signature

* * *

In the High Court of Karnataka, Bangalore
dated this the 5th day of April 2006 before the Hon'ble Mr. Justice V.G.Sabhahit
Company Petition No. 161 of 2005
C / W
Company Petition No. 129 of 2005
In Company Petition No. 161 of 2005
Between
1 WIPRO BPO SOLUTIONS LIMITED, Registered office Doddakannelli, Sarjapur Road,
Bangalore 35,

petitioner

(By Sri: A MURALI, AZB AND PARTNERS, ADV.)

and:

1 NIL, respondent

This petition is filed under Sections 391 to 394 of the Companies Act, 1956 praying that for the reasons stated therein this Hon'ble Court may be pleased to: sanction the Scheme of Amalgamation, Annexure A hereto, by the Hon'ble Court BO as to be binding on the Petitioner Company, its shareholders and also on WIPRO LIMITED and their shareholders and creditors and etc.

In Company Petition No. 129 of 2005

Between

1 WIPRO LIMITED, Registered office Doddakannelli, Sarjapura Road, Bangalore-560 035,

petitioner

(By Sri: A MURALI, AZB AND PARTNERS, ADV.)

and:

1 NIL, respondent

This petition is filed under Sections 391 to 394 of the Companies Act, 1956 praying that for the reasons stated therein this Hon'ble Court may be pleased to: sanction the Scheme of Amalgamation, Annexure - A hereto, by the Hon'ble High Court so as to be binding on the Petitioner Company, its shareholders and also on WIPRO BPO SOLUTIONS LIMITED and their shareholders and creditors and etc.

These petitions coming on for hearing this day, the court made the following:

Order:

These petitions are filed under Sections 391 to 394 of the Companies Act, 1956 seeking for sanction of scheme of amalgamation as per Annexure-A. Company Petition No.161/2005 is filed by the transferor company and C.A.No. 129/2005 is filed by the transferee company.

2. The transferee company was incorporated on 29 December 1945 under the provisions of the Companies Act, 1913 under the name and style WESTERN INDIA VEGETABLE PRODUCTS LIMITED in the State of Maharashtra, with registration No.4713 of 1945-46 and changed its name to WIPRO PRODUCTA LIMITED with effect from 7 June 1977. The transferee company changed its name to WIPRO LIMITED with effect from 28 April 1984 and shifted its registered office from the State of Maharashtra to the State of Karnataka with effect from 10 July 1996. The registered office of the transferee company is situated at Doddakannelli, Sarjapur Road, Bangalore-560 035.

The authorised share capital of the transferee company is Rs. 355,00,00,000/- (Rupees Three hundred and fifty five crores only) divided into 165,00,00,000 (One hundred and sixty five crores) equity shares of Rs.2/- each and 2,50,00,000 (Two Crores and fifty lakhs) preference shares of Rs.10/- each and the issued, subscribed and paid up share capital of the company is Rs.141,17,87,148/- (Rupees one hundred and forty one crores seventeen lakhs eighty seven thousand and one hundred and forty eight only) divided into 70,58,93,574 (seventy crores fifty eight Lakhs ninety three thousand five hundred and seventy four) equity shares of Rs.2/- each fully paid up and is presently engaged in the business of information technology including dealing in computer equipments, software etc. The latest audited balance sheet of the transferee company is produced as per Annexure-C.

The Board of directors of the transferee company has approved the scheme of amalgamation in its meeting held on 23 June 2005 whereunder the company known as WIPRO BPO SOLUTIONS LIMITED is proposed to be merged with the transferee company subject to confirmation of this Court and this Court by its order dated 21 June 2005 in Company Application No.503/2005 directed the transferee company to convene and hold meeting of its shareholders and creditors for considering and if thought fit approving with or without modification of the scheme of amalgamation and accordingly, meeting of the shareholders was held on 21 July 2005 and meeting of the and creditors was held on 29 July 2005 as per the order of this Court and the scheme was approved with requisite majority by the shareholders and creditors. Accordingly, the report of the Chairman of the respective meetings has been produced.

Notice was issued to the Regional Director and paper publication was taken as per the order passed by this Court on 12 September 2005. The Regional Director, Ministry of Company Affairs, Southern Region, Chennai has filed an affidavit stating that Scheme has been carefully examined with reference to the material papers and upon such examination, it has been decided not to make any representation against the scheme. However, in view of clause 12(2) of the Scheme, unless the scheme of amalgamation of SPECTRA LIMITED, Bermuda and SPECTRAMIND LIMITED, MAURITIUS with the transferee company as per Co.P.No.130/2005 is sanctioned, the scheme of amalgamation made in Co.P.No.129 & 161/2005 cannot be sanctioned.

3. This Court by a separate order passed on this day, has sanctioned the amalgamation scheme in Company Petition No. 130/2005, wherein the amalgamation of SPECTRA LIMITED, BERMUDA and SPECTRAMIND LIMITED, MAURITIUS with the transferee company has been sanctioned.

4. The transferor company was incorporated on 3 March 2000 under the provisions of the Companies Act, 1956 under the name and style SPECTRAMIND SERVICES PRIVATE LIMITED in the State of Delhi, with registration No.34668. The

transferor company changed its name to WIPRO BPO SOLUTIONS LIMITED with effect from 13 April 2005. The registered office of the transferor company is situated at Doddakannelli, Sarjapur Road, Bangalore-560 035. The authorised share capital of the transferor company is Rs. 114,00,00,000/- (Rupees one hundred and fourteen crores only) divided in 8,50,00,00,000 (eight crores fifty lakhs) equity share of Rs.10/- (Rupees ten only) and 2,90,00,000 zero coupon non-voting convertible preference shares of Rs.10/- (Rupees ten only) each and the issued, subscribed and paid up share capital of the company is Rs.65,92,76,700/- (Rupees sixty five crores ninety two lakhs seventy six thousand seven hundred only) divided into 6,59,27,670 (six crores fifty nine lakhs, twenty seven thousand six hundred and seventy only) equity shares of Rs.10/- (Rupees ten only) each fully paid up. The latest balance sheet of the company is produced. This Court directed the transferor company to convene the meeting of the shareholders and creditors and accordingly, a meeting has been held and report of the Chairman has been submitted stating that a resolution approving the amalgamation scheme has been passed with requisite majority.

Notice was also issued to the Official Liquidator and he has filed a report as per the second proviso to sub-section (1) of Section 394 of the Companies Act, 1956 that after examining the books of account and papers of the transferor company, Chartered Accountant was appointed and on the basis of the application of the Official Liquidator and the report which is submitted by the Chartered Accountant, the Official Liquidator has reported to this Court that he has no objection for sanctioning the scheme of amalgamation.

5. In the circumstances, I am satisfied that the proposed scheme of amalgamation is in accordance with law, which has been approved by requisite majority of shareholders and creditors and is not prejudicial to the interest of the shareholders and general public and is entitled to be sanctioned and accordingly, I pass the following:

Order:

- (i) The Company petitions are allowed.
- (ii) The scheme of amalgamation, Annexure-A, proposed by the petitioner-transferor company, is sanctioned and is binding on the petitioner-transferor company and its shareholders and also on WIPRO LIMITED and their shareholders and creditors.
- (iii) The petitioner is directed to serve a copy of this order to the Regional Director, Ministry of Company Affairs, Southern Region, Chennai.

Sd / -
Judge
True Copy
Signature

* * *

In the High Court of Judicature at Bombay
Ordinary Original Civil Jurisdiction
Company Petition No. 73 of 1995
Connected with
Company Application No. 439 of 1994
In the matter of Sections 391 and 394 of the Said Act, 1956;
And
In the matter of Scheme of Amalgamation of
WIPRO INFOTECH LTD. and WIPRO SYSTEMS LTD.
with
WIPRO LTD.
WIPRO SYSTEMS LTD. . . Petitioner
Certified copy of
Order sanctioning the Scheme of Amalgamation
Dated this 15th day of June, 1995.
Filed this 30th day of June 1995.
M/s. Kanga & Co.,
Advocates for the Petitioner.

* * *

In the High Court of Judicature at Bombay
Ordinary Original Civil Jurisdiction
Company Petition No. 72 of 1995
Connected with
Company Application No. 438 of 1994
In the matter of Sections 391 and 394 of the Said Act, 1956;

And
In the matter of Scheme of Amalgamation of
WIPRO INFOTECH LTD. and WIPRO SYSTEMS LTD.
with
WIPRO LTD.
WIPRO INFOTECH LIMITED. . . Petitioner
Certified copy of
Order sanctioning the Scheme of Amalgamation
Dated this 15th day of June, 1995.
Filed this 30th day of June 1995.
M/s. Kanga & Co.,
Advocates for the Petitioner.

* * *

July 3, 1995.
The Registrar of Companies, Maharashtra.
Office of the Registrar of Companies
Hakoba Compound, 2nd Floor,
Bombay Cotton Mills Estate,
Dattram L&d Marg,
Kala Chowkie,
Bombay 400033.

Dear Sir,
Ref: Company No. 4713
Sub: Filing of Certified copy of the Order passed by the Bombay High Court.

We enclose herewith a certified copy of the Order issued by the Bombay High Court, in respect of Scheme of Amalgamation of WIPRO INFOTECH LIMITED and WIPRO SYSTEMS LIMITED with WIPRO LIMITED.

The said order was passed on 15/6/1995 and the certified copy was issued to us on 30/6/1995.

Kindly take the above documents on record and oblige.

Thanking you,
Yours faithfully,

For WIPRO LIMITED
Satish Menon
Company Secretary and Corporate Counsel

* * *

Co.No.20800.

[text in foreign characters]

(Section 18(3) of Companies Act, 1956)

[text in foreign characters]

Certificate of Registration of the Order of Court Confirming Transfer of the Registered Office from one State to another

[text in foreign characters]

The WIPRO LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the registered office by changing it from the state of Maharashtra to the state of Karnataka and such alteration having been confirmed by an order of Company Law [illegible], Western Region Bench bearing date the 9th May, 1996.

[text in foreign characters]

I hereby certify that a certified copy of the said order has this day been registered.

[text in foreign characters]

Given under my hand at Bangalore, this tenth day of July nineteen hundred and ninety-six.

[text in foreign characters]

J.S.C.-6

Signature
(V. Sreenivasa Rao).
Registrar of Companies
Karnataka : Bangalore

* * *

Fresh Certificate of Incorporation Consequent on Change of Name

No. 4713/GTA

In the office of the Registrar of Companies Maharashtra, Bombay
(Under The Companies Act, 1956 (1 of 1956))

In the matter of WIPRO PRODUCTS LIMITED.

I hereby certify that WIPRO PRODUCTS LIMITED, which was originally incorporated on twenty ninth day of December 1945 under the Indian Companies Act, 1913, and under the name WIPRO PRODUCTS LIMITED having duly passed the necessary resolution in terms of Section 21/22(1) (a)/22(l)(b) of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Department of Company Affairs.

Regional Director WESTERN REGION letter no. RD: 110(21)1/84 dated 31-3-1984 the name of the said company is this day changed to WIPRO LIMITED and this certificate is issued pursuant to Section 23(l) of the said Act.

Given under my hand at Bombay this day of twenty eighth April 1984 (One Thousand Nine Hundred Eighty Four).

Sd / -

(U.C. Nahta)

Addl. Registrar of Companies
Maharashtra, Bombay

Fresh Certificate of Incorporation Consequent on Change of Name

In the office of the Registrar of Companies Maharashtra
(Under The Companies Act, 1956 (1 of 1956))

In the matter of WESTERN INDIA VEGETABLE PRODUCTS LIMITED

I hereby certify the WESTERN INDIA VEGETABLE PRODUCTS, LIMITED, which was originally incorporated on twenty ninth day, December 1945 under the Indian Companies Act, 1913 and under the name WESTERN INDIA VEGETABLE PRODUCTS LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Regional Director, Company Law Board, Western Region, Bombay letter No. RD: 8(21) 5/77 dated 6/6/1977, the name of the said company is this day changed to WIPRO PRODUCTS LIMITED and this certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Bombay this seventh day of June 1977 (One thousand nine hundred and seventy seven).

Sd / -

(V. M. Godbole)

Asstt. Registrar of Companies
Maharashtra, Bombay.

Certificate of Incorporation

No. 4713 of 1945-1946

I hereby Certify that WESTERN INDIA VEGETABLE PRODUCTS LIMITED is this day incorporated under the Indian Companies Act, VII of 1913, and that the Company is Limited.

Given under my hand at Bombay this Twenty-ninth day of December One thousand nine hundred and forty-five.

Sd / -

Behramji M. Modi
Registrar of Companies

Attested,
Bangalore City, 8 January 2007.

N. Bhagya Kumari
Advocate and Notary
Signature

The Indian Companies Act. 1913
Memorandum of Association
of
WIPRO LIMITED

1. Name of the Company

The Name of the Company is WIPRO LIMITED.

2. Registered office

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

3. Objects of the Company

The Objects for which the Company is established are the following:

(a) To purchase or otherwise acquire and take over any lands (whether freehold, leasehold, or otherwise) with or without buildings and plant, machinery, factory or factories or any other property for the purposes of the business of the Company.

(b) To carry on the business of extracting oil either by crushing or by chemical or any other processes from copra, cottonseed, linseed, castor-seed, ground-nuts or any other nut or seed or other oil bearing substance whatsoever.

(c) To manufacture and deal in hydrogenated oil, vegetable oils, vegetable ghee substitutes, vegetable products and butter-substitutes, glycerine, lubricating oils, greases, boiled oils, varnishes and all other kinds of oils, and oil preparations and products including bye-products of whatsoever description and kind and to carry on the business of manufacturers and dealers in all kinds of oils, oil seeds and oil products and the cultivation of oil-seeds and the business of buyers, sellers and dealers of oil seeds and oil-products including by-products.

(c) (i) To carry on business as manufacturers; sellers, buyers, exporters, importers, and dealers of fluid power products of all types and kinds whether pneumatic or hydraulic and which are worked, propelled, and energised by fluids or gases and in particular the following pneumatic and hydraulic cylinders, air compressors, valves, hydraulic pumps, tools, regulators, filters, rotary tables, drill feeds, hydromotors, hydraulic and pneumatic equipments and all accessories and components required in connection therewith.

(c) (ii) To carry on business as mechanical engineers, tool makers, brass and metal founders, mill-makers, mill-wrighters, machinists, metallurgists; to carry on business of machine operations like turning, boring, reaming, tapping, drilling, milling, shaping, cutting, grinding, honing, lapping, super finishing, buffing and to carry on and undertake processes like electro-plating, electro-forming, electro-etching, hardening, phosphating, nitriding, blackening, tempering, die-casting, shell-moulding, thermo-forming and all foundry operations and to buy, sell, manufacture, repair, convert, alter, let on hire and deal in machines, machine tools and hardware of all kinds.

(c) (iii) To carry on the trade or business of manufacturing and distributing, chemists, and druggists, oil and colourmen, either wholesale or retail, together with all or any trades or business usually carried on in connection therewith and to prepare, manufacture, import, produce, buy, sell and deal in all kinds of raw materials, chemicals, compounds, synthetic products, salts, acids, mineral, vegetable, organic and inorganic alkalies, chemical and surgical materials and appliances and patent or proprietary medicines, pigments, varnishes, lacquers, manufacturing plants, chemicals, scientific, electrical, surgical and optical instruments and apparatus and other like articles and things and colour grinders, makers and dealers in proprietary articles of all kinds and of electrical, chemical, photographic, surgical and scientific apparatus and materials and to buy, sell, manufacture, refine, manipulate, import, export and deal in all substances and things capable of being used in by such business as aforesaid and required by any customers of or persons having dealings with the Company either by wholesale or retail.

(c) (iv) To carry on business as exporters, sellers, dealers and buyers in all types and kinds of goods, articles and things.

(c) (v) To carry on business in India and elsewhere as manufacturer, assembler, designer, builder, seller, buyer, exporter, importer, factors, agents, hirers and dealers of digital and analogue data processing devices and systems, electronic computers, mini and micro computers, micro-processors based devices and systems, electronic data processing equipment, central processing units, memories, peripherals of all kinds, data communication equipment control systems, remote control systems, software of all kinds, including machine oriented and problem oriented, software, data entry devices, data collecting systems, accounting and invoicing, machines, intelligent terminals, controllers, media, solid state devices, integrated circuits, transistors, liquid crystals, liquid display systems, diodes, resistors, capacitors, transformers and all related and auxiliary items and accessories including all components of electronic hardware and appliance of any type and description.

(c) (vi) To carry on research and development activities on all aspects related to the products business and objects of the Company.

(d) To construct, equip and maintain mills, factories, warehouses, godowns, jetties and wharves any other conveniences or erection suitable for any of the purpose of the Company.

(e) To erect, purchase or take on lease, or otherwise acquire any mills, factories, works, machinery, and any other real and personal property appertaining to the goodwill of, and any interest in the business of refining and hydrogenating vegetable and other oils and vegetable products.

(f) To carry on all or any of the business of soap and candle makers, tallow merchants, chemists, druggists, dry salters, oil-merchants, manufacturers of dyes, paints, chemicals and explosives and manufacturers of and dealers in pharmaceutical, chemical, medicinal and other preparations or compounds, perfumery and proprietary articles and photographic materials and derivatives and other similar articles of every description.

(g) To buy or otherwise acquire any oil or manure, mills or factories situate either in India, Ceylon or elsewhere and all property business and rights in connection therewith.

(h) To exchange, sell, convey, assign or let on lease or leases or otherwise deal with the whole or any part of the Company's immoveable property, and to accept as consideration for, or in lieu thereof, other land or cash or Government

securities, or securities guaranteed by Government or partly the one and partly the other or such other property or securities as may be determined by the Company, and to take back or reacquire any property so disposed of by repurchasing or leasing the same for such price or prices or consideration and on such terms and conditions as may be agreed on.

(i) To sell or dispose of for cash, or on credit, or to contract for the sale and future delivery of, or to send for sale to any part of India or elsewhere, all the articles and things and also all other products or produce whatsoever of the company.

(j) To extend the business of the Company from time to time by purchasing or taking on lease or otherwise acquiring any lands (whether freehold, leasehold or otherwise) with or without buildings and machinery standing thereon situate in Bombay or any where in India, by erecting mills or other buildings on such lands; by purchasing or taking on lease or otherwise acquiring the business, goodwill and property of any private pressing or ginning factory or other factory situate anywhere in India; and by amalgamation with, or purchasing or otherwise acquiring the business goodwill, property and assets of any one or more Joint Stock Company or Companies carrying on any similar business anywhere in India.

(k) To extend the business of the Company by adding to, altering or enlarging from time to time all or any of the buildings, premises, plant and machinery for the time being the property of the Company; also by erecting new or additional buildings, on all or any of the lands and premises for the time being the property of the Company and also by expending from time to time such sums of money as may be in the opinion of the Directors necessary or expedient for the purposes of improving, adding to, altering, repairing, and maintaining the buildings, plant, machinery and property of the Company.

(l) To undertake the payment of all rents and the performance of all covenants, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or be otherwise acquired by the Company.

(m) To purchase the reversion or reversions or otherwise acquire the freehold of fee simple, of all or any part of the lands for the time being held under lease, or for an estate less than a freehold estate by the Company.

(n) To carry on any other trade or business whatsoever as can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with any of the Company's business or as calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets property or rights and to acquire forests, forest products, timber and to establish saw mills and dal factories.

(o) To carry on the business of tin makers, tin manufacturers, tin converters, colliery proprietors, coke manufacturers, miners, smelters, engineers, tin plate makers and iron founders in all their respective branches.

(p) To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation carrying on any business which this Company is authorised to carry on or possessed of any property or rights suitable for the purposes of the Company.

(q) To generate, accumulate and supply electricity or other energy for running the Company's mills, factories, plant and machinery and for other purposes of the business of the Company and to dispose of any surplus electricity or energy for any other purposes and on any terms and conditions and in any manner as the Company thinks expedient or convenient and for such purposes to acquire or construct, lay down, establish, fix and carry out all plant, powerhouse, cables, wires, lines, accumulators, transformers, lamps and works and to carry on the business of electricians and engineers and to do, execute and transact all such other works, acts, matters and things as the Company may think expedient or convenient in connection therewith.

(r) To acquire, establish and provide or otherwise arrange for transport of any kinds for the purposes of the business of the Company and to construct any lines or works in connection therewith and work the same by steam, gas, oil, electricity or other fuel or power.

(s) To manufacture or otherwise acquire and deal in containers and packing materials of any kinds including those made of glass, earthenware, metal, cardboard etc.

(t) To sink wells and shafts, and to make, build and construct, lay down, acquire and maintain, reservoirs, water works, cisterns, tanks, culverts, filter-beds, main and other pipes, plant, machinery and appliances and to execute and do all other works and things expedient or convenient for obtaining, storing and delivering water for the purposes of the business of the Company and to dispose of any surplus water for any other purposes and on any terms and conditions and in any manner as the Company thinks expedient or convenient.

(u) To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring an exclusive or non-exclusive, or limited right to use, any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or acquisition of which may seem to be expedient or convenient or calculated directly or indirectly to benefit this Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property rights and information so acquired.

(v) To purchase or otherwise acquire from time to time and to manufacture and deal in all such raw materials, stores, stock-in-trade, goods including finished goods, chatties and effects as may be necessary, expedient or convenient for any business for the time being carried on by the Company.

(w) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, or which the Company shall consider to be preliminary including therein the cost of advertising, commissions

tor underwriting, brokerage, printing and stationery and expenses attendant upon the formation of agencies and local boards.

(x) To enter into any partnership or any arrangement for sharing profits, union of interests, joint ventures, reciprocal concession or otherwise with any person or persons or corporation carrying on or engaged in or about to carry on or engage in, any business or enterprise which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit or to be expedient for the purposes of this Company and to take or otherwise acquire and hold shares or stock in or securities of and to subsidise or otherwise assist any such Company and to sell, hold reissue with or without guarantee or otherwise deal with such shares, stock or securities.

(y) To purchase or otherwise acquire all or any part of the business, property and liabilities of any person, company, society, or partnership formed for all or any of the purposes within the objects of this Company and to conduct and carry on or liquidate and wind up any such business.

(z) To enter into any arrangement with any Government or authorities, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think fit desirable or expedient to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(a1) To provide for the welfare of person in the employment of the Company, or formerly engaged in any business acquired by the Company and the wives, widows, families or dependants of such persons by grants of money, pensions or other payments, and by establishing and supporting or aiding in the establishment and support of associations, institutions, funds, trusts, conveniences and by providing or subscribing towards places of instruction and recreation and hospitals, dispensaries, medical and other attendances and other assistance, as the Company shall think fit and to form, subscribe to or otherwise aid benevolent, religious, scientific, national, social, public, or other institutions or objects, or any exhibitions which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.

(a1) (i) To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare or uplift of the public in any rural area if the Directors consider it likely to promote and assist rural development and to give contributions to any recognised authority or institution and/or to incur any expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in other manner. Without prejudice to the generality of the foregoing, the words «rural area» shall include such areas as may be regarded as rural areas under Section 35 CC of the Income-tax Act, 1961 or any other law relating to rural development for the time being in force or as may be regarded by the Directors as rural areas and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any public or local body or authority or central or state government or any public institutions or trust established under any law for the time being in force or registered or approved by the central or state Government or any authority specified in that behalf.

(a1) (ii) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of the national economy and for discharging what the Directors may consider to be the social and moral responsibilities of the Company to the public or any section of the public as also any activity which the Directors consider likely to promote national welfare or the social, economic moral uplift of the public or any section of the public and by such means as the Directors may think fit and the Directors may without prejudice to the generality of the foregoing undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspaper, etc. for organising lectures or seminars, likely to advance these objects or for giving merit awards, scholarships loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches or for establishing, conducting or assisting any institution, fund, trust, etc. having any one of the aforesaid objects as one of its objects by giving donations or otherwise in any other manner and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional values as the Director may think fit and divest the ownership of any property of the Company to or in favour of any public institutions or trusts established under any law for the time being in force or registered or approved by the central or state Government or any authority specified in that behalf.

(a2) From time to time to subscribe or contribute to any charitable, benevolent or useful object of a public character the support of which will, in the opinion of the Company, tend to increase its repute or popularity among its employees, its customers or the public.

(a3) To promote any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

(a4) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary, expedient or convenient for the purpose of its business and in particular any lands, buildings, easements, machinery, plant and stock-in-trade.

(a5) To construct, maintain, alter, improve and enlarge any buildings or works necessary or convenient for the purposes of the Company.

(a6) To construct, carry out, maintain, improve, manage, work, control, and superintend any roads, ways, tramways, railways, branches, or sidings, bridges, reservoirs, canals, docks, wharves, water-courses, hydraulic works, gas works, electric works, factories, mills, warehouses and other works and conveniences which may seem directly or indirectly conducive to any of the Company's objects and contribute to subsidize or otherwise assist or take part in such maintenance, management working, control and superintendence.

(a7) To invest and deal with the moneys of the Company not immediately required in shares, stock, bonds, debentures obligations or other securities of any Company or association or in Government securities or in deposit with Banks or in any other instruments or commodities or in any other manner as may from time to time be determined.

(a8) To lend money to such persons and on such terms as may seem expedient and in particular to customers and others having dealings with Company and to give any guarantee or indemnity as may seem expedient.

(a9) To borrow or raise or secure the payment of money by mortgage or by the issue of debentures or debenture stock perpetual or otherwise, or in such other manner as the Company shall think fit and for the purposes aforesaid to charge all or any of the Company's property or assets present and future including its uncalled and collaterally or further to secure any securities of the Company by a Trust Deed or other assurance and to redeem, purchase or pay off any such security.

(a10) Upon any issue of shares, debentures or other securities of the Company to employ brokers commission agents and underwriters and to provide its remuneration of such persons for their services by payment in cash, or by the issue of shares debentures or other securities of the Company, or by the granting of options, to take the same, or in any other manner allowed by law.

(a11) To draw, make, accept endorse, discount, execute, and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(a12) To undertake and execute any trusts the undertaking whereof may seem desirable or expedient and either gratuitously or otherwise.

(a13) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit and in particular for shares (fully or partly paid-up) debentures, debenture stock or securities of any other Company whether promoted by the Company for the purpose or not and to improve, manage, develop, exchange lease dispose of turn to account or otherwise deal with all or any part of the property and rights of the Company.

(a14) To adopt such means of making known the production of the Company as may seem expedient or convenient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest by publication of books and periodicals and by granting prizes, rewards and donations.

(a15) To establish and maintain local registers, agencies and branch places of business and procure the Company to be registered or recognized and carry on business in any part of the world.

(a16) To sell, improve, manage develop, exchange, enfranchise, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

(a17) To place, to reserve or to distribute as dividend or bonus among the members or otherwise to apply as the Company may from time to time think fit, any moneys of the company including moneys received by way of premium on shares or debentures issued at a premium by the Company and any moneys received in respect of dividends accrued on forfeited shares and also moneys arising from the sale by the Company of forfeited shares or from unclaimed dividends.

(a18) To distribute any of the Company's property among the members in specie or kind.

(a19) To do all or any of the above things in any part of the world and either as principals, agents, trustees or otherwise and either alone or in conjunction with others and by or through agents, sub-contractors, trustees or otherwise.

(a20) To do all such other things as are incidental or the Company may think expedient or conducive to the attainment of the above objects or any of them.

(a21) To carry on the business of teasing and hire purchase and to acquire, to provide on lease or to provide on hire purchase basis, all types of industrial and office plant, equipment, machinery, vehicles, buildings and real estate, required for manufacturing, processing, transportation, and trading businesses and other commercial and service businesses.

(a22, a23 and a24 Amended, vide resolution passed by members at the Annual General Meeting held on July 21, 2005)

(a22) To undertake and carry on the business of providing all kinds of information technology based and enabled services in India and internationally, electronic remote processing services, eServices, including all types of Internet-based Web enabled services, transaction processing, fulfillment services, business support services including but not limited to providing financial and related services of all kinds and description including billing services, processing services, database services, data entry business-marketing services, business information and management services, training and consultancy services to businesses, organizations, concerns, firms, corporations, trusts, local bodies, states, governments and other entities; to establish and operate service processing centers for providing services for back office and processing re-

quirements, marketing, sales, credit collection services for companies engaged in the business of remote processing and IT enabled services from a place of business in India or elsewhere, contacting & communicating to and on behalf of overseas customers by voice, data image, letters using dedicated international private lines; and to handle business process management, remote help desk management; remote management; remote customer interaction, customer relationship management and customer servicing through call centers, email based activities and letter/fax based communication, knowledge storage and management, data management, warehousing, search, integration and analysis for financial and non financial data.

(a23) To act as information technology consultants and to operate a high technology data processing center for providing information processing, analysis, development, accounting and business information and data to customers in India and internationally; to carry on the business of gathering, collating, compiling, processing, analyzing, distributing, selling, publishing data and information and including conduct of studies and research, and marketing of information and services and providing acces to information regarding financial operations and management, financial services, investment services business and commercial operations, financial status, creditworthiness and rating, consumer responses and management of businesses of all kinds and descriptions by whatever name called.

(a24) To carry on the business as Internet service provider and undertake any and all kinds of Internet/Web based activities and transactions; to design, develop, sell, provide, maintain, market, buy, import, export, sell and license computer software, hardware, computer systems and programs products, services and to give out computer machine time and to carry on the business of collecting, collating, storing, devising other systems including software programs and systems.

AND it is hereby declared that the word Company in this clause shall be deemed to include any partnership or other body of persons whether incorporated or not and whether domiciled in India or elsewhere and the intention is that the objects specified in each sub-clause of paragraph of this Clause shall except where otherwise expressed such sub-clause or paragraph, be in no ways limited or restricted by reference to or inference from the terms of any other sub-clause or paragraph or the name of the Company but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said sub-clause or paragraphs defines the objects of a separate distinct and independent company.

Members Liability limited

4. The liability of members is limited.

Capital (Amended vide Resolution Passed by Members at the Annual General Meeting held on July 21, 2005

5. The Authorized Share Capital of the Company is Rs.3550,000,000 (Rupees Three thousand five hundred and fifty million only) divided into 1650,000,000 (One thousand five hundred and fifty million) equity shares of Rs.2/- (Rupees Two) each and 25,000,000 (Twenty five million) preference shares of Rs. 10/- (Rupees Ten) each, with power to increase and reduce or consolidate or sub-divide the capital of the Company and to divide the shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or accordance with the Articles of Association of the Company for the time being and to verify, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be permitted by the Act or provided by the Articles of Association of the Company for the time being.

We, the several persons, whose names and addresses are subscribed thereto, are desirous of being formed Into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares In the Capital of the Company set opposite to our respective names.

Names	Address and description of subscribers	Number of Shares taken by each subscriber	Witness
Sd. R. M. Chinoy	Radio House, Apollo Bunder, Fort, Bombay, Director, INDIAN RADIO & CABLE COMMUNICATION CO., LTD.	50	Sd. N. P. Vansia
Sd. Pranlal Devkaran Nanjee	17, Elphinstone Circle, Fort, Bombay, Banker	100	Sd. N. P. Vansia
Sd. Behram N. Karanjia	17-19, Bomanji Master Road Kalbadevi Road, Bombay-2 General Merchant	50	Sd. N. P. Vansia
Sd. Ratansey Karsondas Vissanji	9, Wallace Street, Fort, Bombay, Director, WALLACE FLOUR MILLS, LTD.	50	Sd. N. P. Vansia
Sd. Dewjee Tokarsee Mooljee	17, Bazargate Street, Fort, Bombay, General Merchant.	50	Sd. N. P. Vansia
Sd. Ratilal Mulji Gandhi	C/O MESSRS R. RATILAL & CO. Teju Kaya Building, Chinch Bunder Road, Bombay-9, General Merchant.	100	Sd. N. P. Vansia

Sd. Mohamed Husein Hasham Premji	Botawala Building, 8, Elphinstone Circle, Fort, Bombay, General Merchant	100	Sd. N. P. Vansia
Sd. Gangaram Vallabhji	Botawala Building, 8, Elphinstone Circle, Fort, Bombay, Merchant	50	Sd. N. P. Vansia

Dated the 21st day of December 1945.

* * *

Articles of Association
of
WIPRO LIMITED

I. Constitution of the Company

Table A not to apply

1. WIPRO LIMITED is established with Limited Liability in accordance with and subject to the provisions of the Indian Companies Act, 1913, but none of the Regulations contained in the Table marked A in Schedule I to the Companies Act, 1956, shall be applicable to the Company except so far as the said Act or any modification there otherwise expressly provides.

Company to be governed by these Articles

The Regulations for management of the Company and for the observance of the members thereof and their representatives shall subject as provided in Article I and to any exercise of the statutory powers of the Company in reference to the repeal or alteration of, or addition to, its regulations in the manner prescribed by Section 31 of the Companies Act, 1956, be such as are continued in these Articles.

II. Interpretation

Interpretation clause

2. In the interpretation of these Articles, the following words and expressions shall have the following meanings, unless repugnant to the subject or context.

«Alter» and «Alteration» shall include the making of additions and omissions.

«Auditors» means those Auditors appointed under the Articles and shall include other officers appointed by the Company for the time being.

«A Company» shall include a company as defined in Section 3 of the Act.

«Board» means a meeting of the Directors duly called and constituted or as the case may be, the Directors assembled at a Board Meeting or acting by circular under the Article or the Directors of the Company collectively.

«Body Corporate» or «Corporation» includes a company incorporated outside India but does not include (1) a Corporation-sole, (2) a Co-operative Society registered under any law relating to Co-operative Societies, (3) any other body corporate which the Central Government may by notification in the Official Gazette specify in that behalf.

«The Company» or «This Company» means WIPRO LIMITED established as aforesaid.

«The Companies Act, 1956», «The said Act», or «The act» and reference to any section or provision thereof respectively means and includes the Companies Act, 1956 (Act I of 1956) and any statutory modification thereof for the time being in force, and reference to the section or provision of the said Act or such statutory modification.

«Debenture» includes Debenture stock, bonds and other securities of a Company whether constituting a charge on the assets of the company or not.

«Directors» includes any person occupying the position of Director by whatever name called.

«Dividend» shall include bonus.

«Document» includes summons, notice, requisition, order, other legal process and registers, whether issued, sent or kept in pursuance of this or any other Act or otherwise.

«Executor» or «Administrator» means a person who has obtained probate or Letters of Administration, as the case may be, from some competent Court having effect in the State of Maharashtra and shall include the holder of a Succession Certificate authorising the holder thereof to negotiate or transfer the share or shares of the deceased members, and shall also include the holder of a Certificate granted by the Administrator-General of Maharashtra.

«In writing» or «written» means written or printed or partly written and partly or lithographed or typewritten or reproduced by any other substitute for writing.

«Month» means calendar month.

«Office» means the Registered Office for the time being of the Company.

«Ordinary Resolution» and «Special Resolution» shall have the meanings assigned to these terms by Section 189 of the Act.

«Paid-up» includes credited as paid up.

«Public Holiday» means a public holiday within the meaning of the Negotiable Instruments Act, 1881 (XXVI of 1881) provided that no day declared by the Central Government to be a public holiday shall be deemed to be such a holiday in relation to any meeting unless the declaration was notified before the issue of the notice convening such meeting.

«Register of Members» or «Register» means the Register of Members to be kept pursuant to Section 150 of the said Act.

«Secretary» includes a deputy or assistant or temporary Secretary and any person or persons appointed by the Directors to perform any of the duties of a Secretary.

«Shareholders» or «Members» means the duly registered holder from time to time of the shares of the Company, but does not include a bearer of share-warrant of the Company.

«The Seal» means the common seal of the Company for the time being.

«The presents» means and includes the Memorandum and these Articles of Association, and the regulations the Company from time to time in force.

«Variation» shall include abrogation and «Vary» shall include abrogate.

«Singular Number»: Words importing the singular number include, where the context admits or requires, the plural number and vice versa.

«Gender»: Words importing the masculine gender also include the feminine gender.

«Persons»: Words importing persons shall, where the context requires, include bodies corporate and companies as well as individuals.

«Words and expressions defined in the Companies Act, 1956»: Subject as aforesaid, any words and expressions defined in the said Act as modified up to the date on which these Articles become binding on the Company shall, except where the subject or context otherwise requires, bear the same meanings in these Articles.

«Marginal Notes and other Headings» The Marginal notes and the headings given in these Articles shall not affect the construction hereof.

3. Copies of the Memorandum and Articles to be Furnished

The Company shall, on being so required by a member, send to him within seven days of the requirement and subject to the payment of a fee of one rupee a copy each of the following documents as in force for the time being.

- (a) The Memorandum
- (b) the Articles, if any,

(c) every other agreement and every resolution referred to in Section 192, if and in so far as they have not been embodied in the Memorandum or Articles.

III. Capital

4. Capital and shares. (Amended vide resolution passed by members at the Annual General Meeting held on July 21, 2005)

The Authorized Share Capital of the Company is Rs.3550,000,000 (Rupees Three Thousand five hundred and fifty million) divided into 1650,000,000 (One thousand six Hundred and fifty million) equity shares of Rs.2/- (Rupees two each) and 25,000,000 (Twenty five million) preference shares of Rs.10/- (Rupees Ten) each subject to being increased as hereinafter provided and in accordance with the Regulations of the Company and the legislative provisions for the time being in force. Subject to the provisions of the said Act, the shares in the capital of the company for the time being whether original or increased or reduced may be divided into classes, with any preferential qualified or other rights, privileges, conditions or restrictions attached thereto, whether in regard to dividend, voting, return of capital or otherwise.

If and whenever the capital of the Company is divided into shares of different classes, the rights of any such class may be varied, modified, affected, extended, abrogated or surrendered as provided by the said Act or by Articles of Association or by the terms of issue, but not further or otherwise.

5. Provisions of Section 85 to 90 of the Act to apply

The provisions of Section 85 to 90 of the Act in so far as the same may be applicable to issue of share capital shall be observed by the Company.

6. Restriction on allotment

(a) The Directors shall have regard to the restrictions on the allotment of shares imposed by Section 60, 70 and 73 of the said Act so far as those restrictions are binding on the Company.

Commencement of business

(b) The Directors shall as regard to the restrictions on the commencement of business and the exercise of borrowing powers imposed by Section 149 of the said Act, so far as those restrictions are binding on the Company, and subject as aforesaid, the business of the Company may be commenced as soon after the incorporation of the Company as the Directors may think fit and notwithstanding that part only of the shares may have been subscribed for or allotted.

7. Commission for placing shares

(1) (i) The Company may at any time pay a commission to any person in consideration of his subscribing, or agreeing to subscribe (whether absolutely or conditionally) for any shares in or debentures of the Company or procuring or agreeing to procure subscription (whether absolute or conditional) for any shares in or debentures of the Company and the provisions of Section 76 of the said Act shall be observed and complied with. Such commission shall not exceed 5 per cent of the price at which the shares are issued or 21/2 per cent of the price at which such debentures are issued, or an amount equivalent to such percentage. Such commission may be paid in cash or by the allotment of shares.

(ii) The amount or rate percent of the commission paid or agreed to be paid is;

in the case of Shares or Debentures offered to the public for subscription disclosed in the Prospectus, and

in the case of Shares or Debentures not offered to the public for subscription disclosed in the statement in lieu of Prospectus and filed before the payment of the commission with the Registrar and when a circular or notice, not being a prospectus inviting subscription for the shares or debentures is issued also disclosed in that circular or notice, and;

(iii) the number of shares debentures which persons have agreed to for commission to subscribe absolutely or conditionally is disclosed in the manner aforesaid.

(2) Save as aforesaid and save as provided in Section 79, of the Act, the Company shall not allot any of its shares or debentures or apply any of its capital moneys, either directly or indirectly, in payment of any commission, discount or allowance, to any person in consideration of:

(a) his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in or Debentures of the Company, or

(b) his procuring or agreeing to procure subscription whether absolutely or conditionally for any Shares in or Debentures of the Company.

Whether the Shares, Debentures or money be so allotted or applied by being added to the purchase money of any property acquired by the Company or to the contract price of any work, to be executed for the Company or the money be paid out of the nominal purchase money of contract price, or otherwise.

(3) Nothing in this clause shall effect the power of the Company to pay such brokerage as it may consider reasonable.

(4) A Vendor to, promoter of, other person who receives payment in shares, debentures or money from the Company shall have and shall be deemed always to have had power to apply any part of the shares, debentures or money so received in payment of any commission the payment of which, if made directly by the Company, would have been legal under this Articles.

(5) The commission may be paid or satisfied (subject to the provisions of the Act and these Articles) in cash or in share, debentures or debenture stock of the Company.

8. Company not to give financial assistance for purchase of its own shares

Except as provided by the Act, the Company shall not, except by reduction of capital under the provision of Sections 100 to 104 or Section 402 of the said Act, buy its own shares nor give, whether directly or indirectly, and whether by means of a loan, guarantee, provision of security or otherwise any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company.

Provided that nothing in this Article shall be taken to prohibit:

8.1(a) the provision, in accordance with any scheme for the time being in force, of money for the purpose of, or subscription for, fully paid shares in the Company or its holding Company being a purchase or subscription by trustees of or for shares to be held by or for the benefit of employees of the Company including any Director holding a salaried office or employment in the Company; or

8.1(b) the making by the Company of loans within the limit laid down in sub-section (3) Section 77 of the Act to persons (other than Directors, Managing Agents, or Managers) bonafide in the employment of the Company, with a view to enabling those persons to purchase or subscribe for fully paid shares in the Company or its holding company to be held by themselves by way of beneficial ownership.

No loan made to any person in pursuance of clause (b) of the foregoing proviso shall exceed the amount of his salary or wages at that time for a period of six months.

Nothing in this clause shall affect the right of a company to redeem any shares issued under Section 80.

8.2 Buy Back of Shares

Notwithstanding what is stated in Articles 8.1 above, in the event it is permitted by the Law and subject to such conditions, approvals or consents as may be laid down for the purpose, the Company shall have the power to buy-back its own shares, whether or not there is any consequent reduction of Capital. If and to the extent permitted by Law, the Company shall also have the power to re-issue the shares so bought back.

9. Payment of interest out of capital

Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any work or building or the provision of any plant, which cannot be made profitable for a length period, the Company may pay interest on so much of that share capital as is for time being paid up, for the period, at the rate, and subject to the

conditions and restrictions provided by Section 208 of the Act and may charge the same to capital as part of the cost of construction of the work or building or the provision of the plant. The Articles relating to dividends shall, where the context permits, apply to interest paid under this Article.

10. Issue of shares at a premium

(a) The Company shall have power to issue shares at a premium and shall duly comply with the provision of Sections 78 of the said Act and Article 80 hereof.

(b) The Company shall have power in accordance with the provisions of Section 79 of the Act under the authority of a resolution of the Company sanctioned by the Court to issue shares at a discount.

11. Issue of redeemable preference shares

The Company may, subject to the provisions of Section 80 of the said Act, issue preference shares which are, or at the option of the Company are to be liable, to be redeemed and may redeem such shares in any manner provided in the said section and may issue shares up to the nominal amount of the shares redeemed or to be redeemed as provided in sub-section 4 of the said section. Where the Company has issued redeemable preference shares the provisions of the said section shall be complied with. The manner in which such shares shall be redeemed, shall be as provided by Article 88 unless the terms of issue otherwise provide.

IV. Shares and Shareholders

12. Register of Members

The Company shall cause to be kept a Register of Members in accordance with Section 150 and index of members in accordance with Section 151 of the said Act, Register and Index of Debenture-holders in accordance with Section 152 of the Act. The Company shall have power to keep branch registers of members or debentures holders in any State or country outside India in accordance with Section 157 of the Act.

The Company shall also comply with the provisions of Sections 159 and 161 of the Act as to filing Annual Returns.

The Company shall duly comply with the provisions of Section 163 of the Act in regard to keeping of the Registers, Indexes, copies of Annual Returns and giving inspection thereof and furnishing copies thereof.

13. Shares to be numbered progressively

The shares in the capital shall be numbered progressively according numbered to their several classes.

14. Shares at the disposal of the Directors

Subject to the provisions of the said Act and these Articles, the shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the Company) shall be under the Control of the Directors who may issue, allot or otherwise dispose of the same or any one of them to such persons on such proportion and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of Section 79 of the Act) at a discount and at such times as they may from time to time think fit and proper and with the sanction of the Company in General Meeting to give to any person the option to call for or be allotted shares of any class of the Company either at par or at premium or subject aforesaid at a discount during such time and for such consideration and such option being exercisable at such times as the Directors think fit and may allot and issue shares in the capital of the Company in lieu of services rendered to the Company or in the conduct of its business; and any shares which may be so allotted may be issued as fully paid up shares and if so issued shall be deemed to be fully paid up shares.

15. Every share transferable etc.

(a) The shares or other interest of any member in the Company shall be movable property in the manner provided by the transferable Articles of the Company.

(b) Each share in the Company having a share capital shall be distinguished by its appropriate number.

(c) Certificates of Shares:

A certificate under the Common Seal of the Company specifying any shares held by any member shall be prima facie evidence of the title of the member to such shares.

16. Application of premiums received on issue of shares

(1) Where the Company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount of the value of the premiums on those Shares shall be transferred to an amount to be called «the share premium account», and the provisions of the Act relating to the reduction of the Share Capital of a company shall except as provided in this clause, apply as if the share premium account were paid-up share capital of the Company.

(2) The share premium account may, notwithstanding anything in sub-clause (1) be applied by the Company:

(a) paying up unissued shares of the Company to be issued to members of the Company as fully paid bonus shares;

(b) in writing off the expenses of, or the commission paid or discount allowed on any issue of shares or debentures of the Company; or

(c) in providing for the premium payable on the redemption of any redeemable preference shares or of any debentures of the Company.

17. Further issue of capital

The Company shall comply with the provisions of Section 81 of the Act with regard to increasing the subscribed capital of the Company.

18. Sale and fractional shares

If and whenever as the result of issue of new shares or any consolidation or subdivision of shares, any shares become held by members in fractions the Directors shall subject to the provisions of the Act and the Articles and to the directions of the Company in general meeting, if any, sell those shares which members hold in fractions for the best price reasonably obtainable and shall pay and distribute to and amongst the members entitled to such shares in due proportion, the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may authorise any person to transfer the shares sold to the purchaser thereof comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be effected by any irregularity or invalidity in the proceedings in reference to the sale.

19. Acceptance of shares

An application signed by or on behalf of an application for shares in the Company followed by an allotment of shares therein, shall be an acceptance of shares within the meaning of these Articles; and every person who thus or otherwise accepts any shares or agrees to become a member of the Company and whose name is entered in its Register of Members shall, for the purpose of the Articles, be a member of the Company. The Directors shall comply with the provisions of Sections 69, 70, 71 and 73 of the Act so far as applicable.

20. Deposit and call etc. to be a debt payable immediately

The money (if any) which the Directors shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposits, calls or otherwise in respect of any shares allotted by them, shall, immediately on the inscription of the name of the allottee in the Register of Members as the holder of such shares become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

21. Calls on shares of the same class to be made on uniform basis

Where any calls for further share capital are made on shares, such calls shall be made on a uniform basis on all shares, falling under the same class.

Explanation: For the purpose of this provision shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class.

22. Return of allotment

The Directors shall cause to be made the returns as to all allotments from time to time made in accordance with the provisions of Section 75 of the said Act.

23. Payment of calls

Subject to the provisions of Section 91 and 92 of the said Act the Company may make arrangements on the issue of shares for a difference between the holder of such shares in the amount of calls to be paid and the time of payment of such calls.

24. Instalments on shares to be duly paid

If, by the conditions of allotment of any shares the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when, due, be paid to the Company, by the person who for the time being and from time to time shall be the registered holder of the shares or his legal representative.

25. Liability of members

Every member, or his executors or administrators or other representative, shall pay to the Company the portion of the capital represented by his share or shares, which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner, as the Directors shall, from time to time, in accordance with the Company's regulations, require or fix for the payment thereof.

26. Liability of Jointholders

If any share stands in the names of two or more persons all the joint-holders of the share shall be severally as well as jointly liable for the payment of all deposits, instalments, and calls due in respect of such shares, and for all incidents thereof according to the Company's regulations; but the persons first named in the Register shall, as regards service of notice, and all other matters connected with the Company, except the transfer of the share and any other matter by the said Act or herein otherwise provided, be deemed the sole holder thereof.

27. Registered holder only the owner of the shares

Save as herein or by laws otherwise expressly provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction, or as by statute required, be bound to recognise any benami trusts whatsoever or equitable, contingent, future, partial, or other claim to or interest in such share on the part of any other person whether or not it shall have

express or implied notice thereof, and provisions of Section 153 of the Act shall apply save as aforesaid, no notice of any trust expressed, implied, or constructive, shall be entered on the register; the Directors shall, however be at liberty, at their sole discretion, to register any share in the joint names of any two or more persons, and the survivor or survivors of them.

V. Certificates

28. Certificate of shares

Subject to any statutory or other requirement having the force of law governing the issue and signatures to and sealing of certificate to shares and applicable to this Company for the time being in force the certificate of title to shares and the duplicate thereof when necessary shall be issued under the seal of the Company which shall be affixed in the presence of and signed by (1) two Directors or persons acting on behalf of the Directors under a duly registered power of attorney and (2) the Secretary or some other person appointed by the Board for the purpose; a Director may sign a share certificate by affixing signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other materials used for the purpose.

29.1. Members' right to Certificates

(a) Every member shall be entitled without payment to the certificate for all the Shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fees as the Directors may from time to time determine) to several certificates, each for one or of such Shares and the Company shall complete such certificate within three months after the allotment or such period as may be determined at the time of the issue of such capital whichever is longer or within two months after registration of the transfer thereof as provided by Section 113 of the Act. Every certificate of shares shall have its distinctive number and be issued under the Seal of the Company and shall specify the number and denoting number of the shares in respect of which it is issued and the amount paid thereon and shall be in such form as the Directors shall prescribe or approve provided that in respect of share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and the delivery of a certificate for a share or shares to one of several joint-holders shall be deemed to be sufficient delivery to all.

29.1. May be delivered to any one of Joint-holders

(b) A certificate of shares registered in the names of two or more persons, unless otherwise directed by them in writing, may be delivered to any one of them on behalf of them all.

29.2 Shares in Depository form

(a) Notwithstanding anything contained herein, the Company shall be entitled to dematerialise its shares, debentures and other securities pursuant to the Depositories Act, 1996 and to offer its shares, debentures and other securities for subscription in a dematerialised form. The Company shall however, be entitled to maintain a register of members with details of members holding shares both in material and dematerialised form in any media as permitted by law including any form of electronic media.

29.2(b) Notwithstanding anything contained herein, the Company shall be entitled to treat the person whose names appear in the register of members as a holder of any share or whose names appear as beneficial owners of shares in the records of the Depository, as the absolute owner thereof and accordingly shall not (except as ordered by a Court of competent jurisdiction or as required by law) be bound to recognise any benami trust or equity or equitable contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.

29.2(c) Notwithstanding anything contained herein, in the case of transfer of shares or other marketable securities where the Company has not issued any Certificates and where such shares or other marketable securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply. Further, the provisions relating to progressive numbering shall not apply to the shares of the Company which have been dematerialised.

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

If any certificate be worn out, defaced, destroyed or lost or if there be no further space on the back thereof for endorsement of transfer, then upon production thereof to the Directors, they, may order the same to be cancelled and may issue a new certificate in lieu thereof and if any certificate be lost or destroyed then upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. A sum not exceeding Rs. 1/- shall be paid to the Company for every certificate issued under this clause, as the Board may fix from time to time, provided that no fee shall be charged for issue of new certificate in replacement of those which are old, worn, decrepit out or where the cages on the reverse for recording transfers have been fully utilised.

31. Director may waive fees

The Directors may waive payment of any fee generally or in any particular case.

32. Endorsement on certificate

Every Endorsement upon the certificate of any share in favour of any transferee thereof shall be signed by such person for the time being authorised by the Directors in that behalf.

33. Director to comply with rules

The Board shall comply with requirements prescribed by any rules made pursuant to the said Act; relating to the issue and execution of share certificates.

VI. Calls on Shares

34. Directors may make calls. Calls may be made by instalments.

Subject to the provisions of Section 91 of the said Act, the Directors may, from time to time, by means of resolution passed at meetings of the Board make such calls as they may think fit upon the members in respect of moneys unpaid on the share held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and place appointed by the Directors. A call may be made payable by instalments.

35. Call to date from resolution

A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed and may be made payable by members on a subsequent date to be specified by Directors.

36. Notice of call

Fifteen day's notice at least of every call made payable otherwise than on allotment shall be given by the Company in the manner hereinafter provided for the giving of notices specifying the time and place of payment, and the person to whom such call shall be paid. Provided that before the time for payment of such call the Directors may by notice given in the manner hereinafter provided revoke the same. The Directors may, from time to time at their discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who, the Directors may deem fairly entitled to such extension; but no member shall be entitled to any such extension, except as a matter of grace and favour.

37. Provisions applicable to instalments

If by the terms of issue of any share or otherwise any amount is payable at any fixed time or by instalments at fixed times, whether on account of the share or by way of premium, every such amount or instalments shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or instalments accordingly.

38. When interest of call or instalment payable

If the sum payable in respect of any call or such other amount or instalments be not paid on or before the day appointed for payment thereof or any extension thereof as aforesaid, the holder for the time being of the share, in respect of which the call shall have been made, or such amount or instalment shall be due, shall pay interest for the same, from the day appointed for the payment thereof to the time of actual payment at such rate not exceeding nine percent per annum, as shall from time to time be fixed by the Directors. Nothing in this Article shall however, be deemed to make it compulsory on the Directors to demand or recover any such interest, and the payment of such interest, wholly or in part, may be waived by the Directors if they think fit so to do.

39. Money due to members from the Company may be applied in payment of call or instalment

Any money due from the Company to a member may, without the consent and notwithstanding the objection of such member, be applied by the Company in or towards the payment of any money due from him to the Company for calls or otherwise.

40. Part payment on account to call etc. not to preclude forfeiture

Neither a judgement nor a decree in favour of the Company for calls of other moneys due in respect of any shares nor any part-payment or satisfaction thereunder nor the receipt by the Company of a portion of etc. any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of payment of any such money, shall preclude the forfeiture of such shares as hereinafter provided.

41. Proof on trial of suit on money on shares

On the trial or hearing of any action or suit brought by the Company against any member or his legal representatives to recover any moneys claimed to be due to the Company for any call or other sum in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, or one of the holders, at or subsequent to the date at which the money sought to be recovered is alleged to have become due, on the shares in respect of which such money is sought to be recovered, and that the amount claimed is not entered as paid in the books of the Company or the Register of Members and that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the member or his legal representatives sued in pursuance of these presents; and it shall not be necessary to prove the appointment of the Directors who made such call, not that a quorum of Directors was present at the Board

at which such call was made, nor that the meeting at which such call was made duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debts, and the same shall be recovered by the Company against the member or his representatives from whom the same is sought to be recovered unless it shall be proved, on behalf of such member or his representatives against the Company that the name of such member was improperly inserted in the register, or that the money sought to be recovered has actually been paid.

42. Payment of unpaid share capital in advance - Interest may be paid thereon - Repayment of such advances
- Priority of payment in case of winding up

(a) The Directors may, if they think fit, subject to the provisions of Section 92 of the Act receive from any member willing to advance the same, either in money or money's worth the whole or any part of the amount remaining unpaid on the shares held by him beyond the sum actually called up and upon the moneys so paid or satisfied in advance, or so much thereof, as from time to time and at any time thereafter exceeds the amount of the calls then made upon and due respect of the shares on account of which such advances have been made, the Company may pay or allow interest at such rate as the member paying such advance and the Directors agree upon; provided always that if at any time after the payment of any such money the rate of interest so agreed to be paid to any such member appears to the Directors to be excessive, it shall be lawful for the Directors from time to time to repay to such member so much of money as shall then exceed the amount of the calls made upon such shares, unless there be an express agreement to the contrary; and after such repayment such member shall be liable to pay, and such advance had been made, provided also that if at any time after the payment of any money so paid in advance, the Company shall go into liquidation, either voluntary or otherwise, before the full amount of the money so advanced shall have become due by the member to the Company for instalments or calls, or any other manner, the member making such advance shall be entitled (as between himself and the other members) to receive back from the Company the full balance of such moneys rightly due to him by the Company in priority to any payment to members on account of capital.

No right to vote

(b) The member making such advance shall not, however, be entitled to any voting rights in respect of the moneys so advanced by him until the same would, but for such payment, become presently payable.

VII. Forfeiture of and Lien on Shares

43. If call or instalment not paid notice to be given to member

If any member fails to pay any money due from him in respect of any call made or amount or instalment as provided in Article 37 on or before the day appointed for payment of the same, or any such extension thereof as aforesaid or any interest due on such call or amount or instalment or any expenses that may have been incurred thereon, the Directors or any person authorised by them for the purpose may, at any time thereafter, during such time as such money remains unpaid, or a judgement or a decree in respect thereof remains unsatisfied in whole or in part, serve a notice in the manner hereinafter provided for the serving of notices on such member or any of his legal representatives or any of the persons entitled to the share by transmission, requiring payment of the money payable in respect of such share, together with such interest and all expenses (legal or otherwise) incurred by the Company by reason of such non-payment.

44. Term of notice

The notice shall name a day (not earlier than the expiration of fourteen days from the date of the notice) and a place or places on or before and at which the money due as aforesaid is to be paid. The notice may also state that in the event of the non-payment of such money at or before the time and the place appointed, the shares in respect of which the same is owing will be liable to be forfeited.

45. In default of payment shares may be forfeited

If the requirements of any such notice as aforesaid are not complied with, every or any share in respect of which the notice is given may, at any time thereafter before payment of all calls or amounts or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends and bonuses declared in respect of the forfeited shares and not actually paid before the forfeiture.

46. Notice of forfeiture - Entry of forfeiture in register of members

When any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture or to any of his legal representatives, or to any of the persons entitled to the share by transmission and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members. The provisions of this Article are, however, directory only and no forfeiture shall in any manner be invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

47. Forfeited shares to become property of the Company and may be sold etc.

Any share so forfeited shall be deemed to be the property of the Company and the Directors may sell, re-allot or otherwise dispose of the same, either to the original holder thereof or to any other persons, and either by public auction or by private sale and upon such terms and in such manner as they shall think fit.

48. Forfeiture may be remitted or annulled

In the meantime, and until any share so forfeited shall be sold, re-allotted or otherwise dealt with as aforesaid, the forfeiture thereof may be may at the discretion and by a resolution of the Directors, be remitted or remitted or annulled as a matter of grace and favour but not as annulled of right, upon such terms and conditions as they think fit.

49. Members still liable to pay money due notwithstanding the forfeiture

Any member whose shares have been forfeited shall, notwithstanding the forfeiture, remain liable to pay and shall forthwith pay to the Company all calls, amounts, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon, from the time of the forfeiture until payment, at the rates, not exceeding 9 percent per annum as the Directors may determine, in the same manner in all respects as if the shares had not been forfeited, without any deduction or allowance for the value of the shares at the time to the forfeiture and the Directors may enforce the payment thereof if they think fit (but without being under any obligation so to do) without entitling such member or his representative to any remission of such forfeiture or to any compensation for the same, unless the Directors shall think fit to make such compensation, which they shall have full power to do, in such manner and on such terms on behalf of the Company as they shall think fit.

50. Effect of forfeiture

The forfeiture of a share shall involve the extinction of all interest in and of all claims and demands against the Company of the member in respect of the share and all other right of the member incident to the share except only such of those rights as by these Article are expressly saved.

51. Surrender of shares

The Directors may subject to the provision of the Act, accept a Surrender of surrender of any share from or by any member desirous of shares surrendering them on such terms as they think fit.

52. Certificate of forfeiture

A certificate in writing, under signature of one Director and countersigned by any other person who may be authorised for the purpose by the Directors, that the call, amount or instalment in respect of a share was made or was due or the interest in respect of a call, amount or instalment was or the expenses were payable, as the case may be, the notice thereof as aforesaid was given and default in payment was made and that the forfeiture of the share was made by a resolution of the Directors to the effect, shall be conclusive evidence of the facts stated therein as against all persons entitled to or interested in such share.

53. Title of purchaser and allottee for forfeited shares

The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the share.

54. Company's lien on shares.

The Company shall have a first and paramount lien upon all the shares not being fully paid-up shares, registered in the name of each member (whether solely or jointly with another or others) and upon the proceeds of sale thereof, for all moneys from time to time due or payable by him to the Company for calls made and all amounts or instalments as provided by Article 37 payable in respect of such shares and no equitable interest in any shares shall be created except upon the footing and condition that Article 27 hereof is to have full effect. Any such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares. The Directors may at any time declare any shares to be exempt, wholly or partially from the provisions of this article.

55. Lien enforced by sale

For the purpose of enforcing such lien, the Directors may sell, the shares subject thereto in such manner as they think fit and transfer the same to the name of the purchaser, without any consent and notwithstanding any opposition on the part of the indebted member or any other person or persons interested therein and a complete title to the shares which shall be sold and transferred shall be acquired by the purchaser, by virtue of such sale and transfer, against such indebted member and all persons claiming with or under him whether he may be indebted to the Company in point of fact or not. But no such sale shall be made until notice in writing stating the amount due or specifying the liability of engagement and demanding payment or fulfilment or discharge thereof and of the intention to self in default shall have been served upon such member or his heirs, executors, administrators, representatives or persons and default shall have been made by him or them in payment, fulfilment or discharge of such debts, liabilities or engagements for seven days after such notice.

56. Application of sale proceeds

The net proceeds of any such sale after payment of the costs of such sale, shall be applied in or towards the satisfaction of such debts, liabilities or engagements and the residue (if any) paid to such member or any of his executors, administrators, representatives or assigns or any of the persons (if any) entitled by transmission to the shares sold.

57. Execution of instrument of transfer

Upon any sale after forfeiture or upon any sale for enforcing a lien, instrument of in purported exercise of the powers herein before given, the Directors transfer may appoint some person or persons to execute an instrument of transfer of the shares sold.

58. Validity of sale of such shares

Upon any such sale after forfeiture or for enforcing a lien in purported exercise of powers the Directors shall cause the purchaser's name to be entered in the Register in respect of the shares sold and shall issue to the purchaser a certificate such as is specified in Article 52 hereof in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

VIII. Transfer and Transmission of Shares

59. Register of Transfers

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

60. Instrument of transfer to be executed by transferor and transferee

No transfer shall be registered unless a proper instrument of transfer has been delivered to the Company. Every instrument of transfer shall be duly stamped and shall be executed by or on behalf of the transferor and the transferee and in the case of a share held by two or more by transferor holders or to be transferred to the joint names of two or more transferees by all such joint- holders or by all such joint transferees, as the case may be, several executors or administrators of a deceased member proposing to transfer the shares registered in the name of such deceased member shall all sign the instrument of transfer in respect of the share as if they were the joint-holders of the share. The instrument of transfer shall specify the name, address and occupation, if any, of the transferee.

61. Shares to be transferred by an instrument in writing

Subject to the provisions of Section 108, the instrument of transfer of any share shall be in writing in the Form No. 7-B as prescribed under the Companies (Central Government) General Rules and Forms, 1956 as amended and notified in Central Government's Notification No. G.S.R. 631, dated April 23, 1966, or any statutory modifications thereof or near the said form as circumstances will permit and duly stamped by the prescribed authority under Section 108 of the Act within the time prescribed under that Section.

62. Death of one or more joint holders

In the case of the death of any one or more of the persons named in the Register as the joint-holders of any share, the survivor or survivors shall be the only persons recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of the deceased joint-holder from any liability on the shares held by him jointly with any other person.

63. Title to share of deceased member

The executors or administrators of a deceased member not being one of several joint-holders shall be the only persons recognised by the Company as having any title to the shares registered in the name of such deceased member, and the Company shall not be bound to recognise such executors or administrators, unless they shall have first obtained probate or letters of administration or other legal representation as the case may be, as provided in Article 2, provided nevertheless, the Directors, in any case where they in their absolute discretion think fit, may dispense with the production of Probate or Letters of Administration or such other legal representation, upon such terms as to indemnity or otherwise as they may deem fit and under the next Article, register the name of any person who claims to be absolutely entitled to the shares standing in the name of the deceased member as a member in respect of such shares.

64. Registration of person entitled to shares otherwise than by transfer (transmission clause)

Subject to the provisions of the last preceding Article, any person to whom the right to any share has been transmitted in consequence of the death or insolvency of any member or otherwise by operation of law may, with the consent of the Directors (which they shall not be under any obligation to give) and upon his producing such evidence that he sustains the character in respect of which he proposes to act under the Article and of his title as the Directors think sufficient either be registered himself as a member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as such member, provided nevertheless, if such person shall elect to have his nominee registered, he shall testify his election by executing to his nominee an instrument of transfer of the share in accordance with the provisions herein contained and until he does so and subject to Article 31, he shall not be freed from any liability in respect of the shares. This clause is hereinafter referred to as the «transmission clause». A transfer of the share or other interest in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of the execution of the instrument of transfer.

65. Evidence of transmission to be verified

Every transmission of a share shall be verified in such a manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient provided nevertheless, that there shall not be any obligation on the Company or the Directors to accept any indemnity, the Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.

66. Rights of such person

A person entitled to share by transmission may, until the Directors otherwise determine as provided in Article 142, receive and give discharge for any dividends, bonuses or other moneys payable in respect of the share, but he shall not be entitled to vote at any meetings of the Company save as provided in Article 125 or save as aforesaid and as provided in Article 251 to any of the rights and privileges of a member, unless and until he shall have become a member in respect of the shares.

67. Procedure on application for transfer

An application for the registration of a transfer of shares or other interest of a member in the Company may be made either by the transferor or the transferee. Where such application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the delivery of the notice. The notice to the transferee shall be deemed to have been duly given if despatched by pre-paid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been delivered at the time at which it would have been delivered in the ordinary course of post.

68. Transfer to be left at office with certificate and with evidence of title

(1) It shall not be lawful for the Company to register a transfer of any shares unless the proper instrument of transfer duly stamped and executed by or on behalf of the Transferor and by or on behalf of the Transferee and specifying the name and address and occupation of the Transferee has been delivered to the Company along with the scrip and if no such scrip is in existence, along with the letter of allotment of the shares. The Directors may also call for such other evidence as may reasonably be required to show the right of the transferor to make the transfer. Provided that where it is proved to the satisfaction of the Directors of the Company that an instrument of transfer signed by the Transferor and Transferee has been lost, the Company may, if the Directors think fit on an application in writing made by the transferee and bearing the stamp required by an instrument of transfer register the Transfer on such terms as to indemnity as the Directors may think fit.

(2) If the Company refuses to register the transfer of any shares, the Company shall within two months from the date on which the instrument of transfer is lodged with the Company send to the Transferee and the Transferor notice of the refusal as provided in Article 69.

(3) Nothing in clause (1) shall prejudice any power of the Company to register as shareholder any person to whom the right to any share has been transmitted by operation of law.

(4) Nothing in this Article shall prejudice any power of the Company to refuse to register the transfer of any share.

69. Directors may decline to register transfers

The Directors may, at their own absolute and uncontrolled discretion and without assigning or being under any obligation to give any reason, decline to register or acknowledge any transfer or transmission of shares and in particular, may so decline in any case in which the Company has a lien upon the shares or any of them or in the case of shares not fully paid-up whilst any moneys called or payable at a fixed time in respect of the shares desired to be transferred or any of them remain unpaid or unless the transferee is approved by the Directors. Provided that registration of any transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever. Nothing in Sections 108, 109 and 110 of the Act shall prejudice this power to refuse to register the transfer of or the transmission by operation of law of the right to, any shares or interest of a member in or debentures of the Company. The registration of a transfer shall be conclusive evidence of the approval by the Directors of the transferee, but so far only as regards the share or shares in respect of which the transfer is so registered and not further or otherwise and not so as to debar the Directors to refuse registration of any further shares applied for. If the Directors refuse to register the transfer or transmission of any shares notice of the refusal shall within two months from the date on which the instrument of transfer or intimation of transmission was delivered to the Company be sent to the Transferee and the transferor or to the person giving intimation of the transmission, as the case may be. Such notice to the transferee shall be deemed to have been duly given if despatched by pre-paid registered post to the transferee at the address given in the instrument of transfer.

70. Transferor to remain holder of shares till transfer registered

The Transferor shall be deemed to remain the holder of the shares until the name of the transferee shall be entered in the Register of Members.

71. Registered transfer to remain with Company

Every instrument of transfer which shall be registered shall remain in the custody of the Company. If the transfer relates to the only share or all the shares comprised in the certificate, such certificate or a new certificate in lieu thereof shall, after the registration of the transfer, be delivered to the transferee and if the transfer relates only to a part of the shares comprised in the certificate, the same shall, on registration of the transfer be retained by the Directors and cancelled and new certificates will be issued to the transferor and the transferee in respect of the shares respectively, held by them.

72. Fee on transfer

A fee not exceeding twenty five paise may be charged for each share transferred and shall if required by the Directors, be paid before the registration thereof.

73. Transfer books and Register may be closed for not more than 45 days in the year

The Directors shall have power on giving seven days' notice by advertisement as required by Section 154 of the Act to close the Transfer Book and Register of Members of such period or periods of time in every year as to them may seem expedient, but not exceeding 45 days in any year and not exceeding 30 days at any one time.

74. The Company not liable for disregard of any notice prohibiting registration of a transfer

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

75. Transfer of debentures

The provision of these Articles shall mutatis mutandis apply to the debentures transfer or transmission by operation of law of debentures of the Company.

IX. Increase and Reorganisation of Capital

76. Company may alter its Capital in certain ways

The Company may by Ordinary Resolution so alter the conditions of may alter its Memorandum of Association as:

- (a) to increase its share capital by such amount as it thinks expedient by issuing new shares;
- (b) to consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) to convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denominations;
- (d) to sub-divide its shares or any of them into shares of smaller amount than is fixed by its Memorandum of Association, so however that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived. The Company may subject to the provisions of Sections 85, 87 and 88 of the Act be between the holders of the resulting shares, one or more of such shares may subject to the provisions of Sections 85, 87 and 88 of the Act be given any preference or advantage as regards dividend, capital, voting or otherwise over the other or any other of such shares;
- (e) to cancel any shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

77. Increase of Capital by the Company and how carried into effect, on what conditions new shares may be issued, when to be offered to existing members

The Company may, from time to time, in General Meeting, with the sanction of an Ordinary Resolution, whether all the shares for the time being authorised shall have been issued or not and whether all the shares for the time being issued shall have been fully called up or not, increase its capital to any amount by the creation of new shares, such aggregate increase to be divided into shares of such respective amount as the Company by the resolution authorising such increase directs or authorises. The new shares shall be issued upon such terms and conditions (and if preference shares upon such conditions as to redemption) and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof shall direct or authorise and in particular such shares may be issued with a preferential or qualified rights to dividends and in the distribution of assets of the said Company and subject to the provisions of Sections 87 and 88 of said Act with a special or without any right of voting; and the General Meeting resolving upon the creation of the shares may direct that any shares for the time being unissued and new shares about to be issued or any of them, shall be offered in first instance and either at par or at a discount to all the then members or any class thereof, in proportion to the amount of capital held by them or make any other provisions as to the issue and allotment of such original shares and the new shares; and failing such directions by the General Meeting resolving upon the creation of the shares or so far as such directions shall not extend the new shares shall be at the disposal of the Directors as if they formed part of

the shares in the original capital. Whenever any shares are issued at a discount the provisions of Section 79 of the said Act shall be complied with.

78. Increase of Capital by the Directors and how carried into effect

The Directors may from time to time without any sanction of the Company, whenever all the shares in the issued capital shall not have been subscribed and whether all the shares for the time being subscribed shall have been fully called up or not issue further shares of such value as they may think fit out of the unsubscribed balance of the issued carried into capital. Such further shares shall be issued upon such terms and conditions (and if preference shares upon such conditions as to redemption) and with such rights and privileges annexed thereto, as the Board shall direct and in particular, such shares may be issued with a preferential or qualified right to dividend and in the distribution of assets of the Company and subject to the provisions of Sections 87 and 88 of the said Act with a special or without any right of voting and the Board may dispose of such shares or any of them either at per or at a premium or subject to the provisions of Section 78 of the said Act at a discount, to any members or any class thereof or in such other manner as the Board may think most beneficial to the Company.

79. Further issue of capital

(1) Where it is proposed to increase the subscribed capital of the Company by the issue of new shares:

(a) such new shares shall be offered to the persons who, at the date of the offer are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit to the capital paid-up on these shares at that date;

(b) the offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;

(c) after the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the persons to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the Company.

(2) Whenever any shares are to be offered to the members the Directors may dispose of any such shares which, by reason of the proportion borne by them to the number of persons entitled to such offer or by reason of any other difficulty in apportioning the same cannot in the opinion of the Directors be conveniently offered to the members.

80. Share Premium Account to be maintained

Where the Company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount or value of the premium on those shares shall be transferred to an account, to be called the Share Premium Account The Share Premium Account shall be applied only for the purposes authorised by Section 78 of the said Act.

81. How far new share in original capital

Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by creation of new shares shall be considered as part of the capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer, transmission, forfeiture, lien, surrender; voting and otherwise in all respects as if it had been the original capital.

82. Notice of increase of capital

The Directors shall, whenever the share capital is increased beyond the authorised capital, file with the Registrar of Companies notice of the increase of the capital as provided by Section 97 of the said Act within fifteen days after the passing of the resolution authorising the increase.

83. Transfer of Stock

(a) When any shares shall have been converted into stock the several holders of such stock may thenceforth transfer their respective interests therein or any part of such interest, in the same manner and subject to the same regulations as and subject to which shares in the Company's capital may be transferred or as near thereto as circumstances will admit But the Directors may from time to time, if they think fit, fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but with full power, nevertheless, at the discretion to waive such rules in any particular case.

(b) Notice of such conversion of shares into stock or reconversion of stock into shares shall be filed with the Registrar of Companies as provided in the said Act.

84. Rights of stock-holders

The stock shall confer on the holders thereof respectively the same privileges and advantages, as regards participation in profits and voting at meetings of the Company and for other purposes, as would have been conferred by shares of equal amount in the capital of the Company of the same class as the shares from which such stock was converted but no such privileges or advantages, except the participation in profits of the Company or in the assets of the Company on a winding up, shall be conferred by any such aliquot part of, consolidated stock as would not, if existing in shares, have conferred such privileges or advantages. No such conversion shall affect or prejudice any preference or other special holders of the share and authenticated by such evidence (if any) as the provisions herein contained shall, so far as cir-

circumstances will admit, apply to stock as well as to shares and the words «share» and «shareholder» in these presents shall include «stock» and «stock-holder».

85. Holder of share warrant not to a member share warrant issued to bearer

The Company may with the previous approval of the Central Government issue share warrants and accordingly the Directors may in their discretion, with respect to any fully paid-up share on application in writing signed by the person or all persons registered as holder or holders of the share and authenticated by such evidence (if any) as the Directors may from time to time require as to the identity of the person or persons signing the applications and on receiving the certificate (if any) of the share and amount of the stamp duty on the warrant and such fee as the Directors may from time to time prescribe, issue under the Company's seal or warrant, duly stamped stating that the bearer of the warrant is entitled to the shares therein specified and may provide by coupons or otherwise for the payment of dividends or other moneys, on the shares included in the warrant. On the issue of a share warrant the provisions of Sections 114 and 115 shall apply. The bearer of a share warrant shall not be considered to be a member of the Company and accordingly save as herein otherwise expressly provided, no person shall as bearer of a share warrant, sign a requisition for calling of meeting of the Company or attend or vote or exercise any other privileges of a member at a meeting of the Company or be entitled to receive any notice of meetings or otherwise or be qualified in respect of the shares or stock specified in the warrant for being a Director of the Company or have or exercise any other rights of a member of the Company.

86. Directors may make rules for issue of fresh share warrant or coupons

The Directors from time to time make rules as to the terms on which (if they shall think fit) a new Share warrant or coupon may be issued in case of defacement, loss or destruction and the fees to be charged for the same.

X. Reduction of Capital

87. Reduction of capital

The Company may from time to time by Special Resolution and subject to confirmation by the Court, reduce its share capital in any way and in particular and without prejudice to the generality of the foregoing power, may:

- (a) extinguish or reduce the liability on any of its shares in respect of share capital not paid up;
- (b) either with or without extinguishing or reducing liability on any of its shares, cancel any paid-up share capital which is lost or is unrepresented by available assets; or
- (c) either with or without extinguishing or reducing liability on any of its shares, pay off any paid-up share capital which is in excess of the wants of the Company;

and may, if and so far as is necessary, alter the Memorandum by reducing the amount of its share capital and of its shares accordingly.

Capital may be paid off on the footing that it may be called up again or otherwise and paid-up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount. The Directors shall whenever the capital of the Company is reduced duly comply with the provisions of Sections 100 to 103 of the said Act.

88. Provisions relating to the redemption of preference shares

(1) Subject to the provisions of Section 80 of the said Act, whenever any preference shares are issued which are or at the option of the Company are to be liable to be redeemed, the following provisions shall take effect:

(a) No such shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purposes of the redemption.

(b) No such shares shall be redeemed unless are fully paid.

(c) The premium, if any payable on redemption must be provided for out of the profits of the Company or out of the Company's Share Premium Account before the shares are redeemed.

(d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue there shall, out of profits which would otherwise have been available for dividend be transferred to a Reserve Fund to be called «The Capital Redemption Reserve Fund», a sum equal to the nominal amount of the share redeemed and the provisions of the Act relating to the reduction of the share capital of the Company shall except as provided under Section 80 of the Act, apply as if the Capital Redemption Reserve Fund were paid-up share capital of the Company.

(2) Subject to the provisions of Section 80 of the Act and these Articles the redemption of preference shares hereunder may be effected in accordance with the terms and conditions of their issue and in the absence of any such terms and conditions in such manner as the Directors may think fit.

(3) The redemption of preference shares under this provisions by the Company shall not be taken as reducing the amount of its authorised share capital.

(4) Where the Company has redeemed or is about to redeem any preference shares, it shall never have power to issue shares up to the nominal amount of the shares redeemed or to be redeemed as if those shares had never been issued; and accordingly the share capital of the Company shall not, for the purpose of calculating the fees payable under Section 601 of the said Act, be deemed to be increased by the issue of shares in pursuance of this Article.

Provided that, where new shares are issued before the redemption of the old shares, the new shares shall not so far as related to stamp duty, be deemed to have been issued in pursuance of this Article unless the old shares are redeemed within one month after the issue of the new shares.

(5) The Capital Redemption Reserve Fund may, notwithstanding anything in this Article, be applied by the Company, in paying up unissued shares of the Company to be issued to members of the Company as fully paid bonus shares.

89. Division and sub-division

The Company in General Meeting by an Ordinary Resolution alter the conditions of its Memorandum as follows (that is to say) it may:

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) sub-divide shares or any of them into shares of smaller amounts than originally fixed by the Memorandum subject nevertheless to the provisions of the Act in that behalf and so, however that in the sub-division the proportion between the amount paid and the amount, if any unpaid on each reduced share shall be as it was in the case of the share from which the reduced share is derived so that as between the holders of the shares resulting from such sub-division one or more of such shares may subject to the provisions of the Act be given any preference or advantage or otherwise over the others or any other such shares;

(c) cancel shares which at the date of such General Meeting have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

90. Notice of Registrar of Consolidation of Share Capital, conversion of shares into stock etc.

If the Company has:

(a) consolidated and divided its share capital into shares of larger amount than its existing shares;

(b) converted any shares into stock;

(c) reconverted any stock into shares;

(d) sub-divided its shares or any of them;

(e) redeemed any redeemable preference shares;

(f) cancelled any shares, otherwise than in connection with a reduction of share capital under Sections 100 to 104.

The Company shall within one month after doing so, give notice thereof to the Registrar specifying as the case may be, the shares consolidated, divided, converted, sub-divided, redeemed or cancelled or the stock reconverted.

(2) The Company shall thereupon request the Registrar to record the notice and make any alterations which may be necessary in the Company's Memorandum or Articles or both.

N.B. Pour des raisons techniques, la suite est publiée dans le Mémorial C n° 1372 du 5 juillet 2007

Attested,

Bangalore, 8th January 2007.

N. Bhagya Kumari
Advocate & Notary
Signature

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HKD Holding S.A., Société Anonyme.

Siège social: L-2520 Luxembourg, 1, allée Scheffer.

R.C.S. Luxembourg B 75.342.

Le bilan au 31 décembre 2006 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 15 mai 2007.

TMF CORPORATE SERVICES S.A.

Signature

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