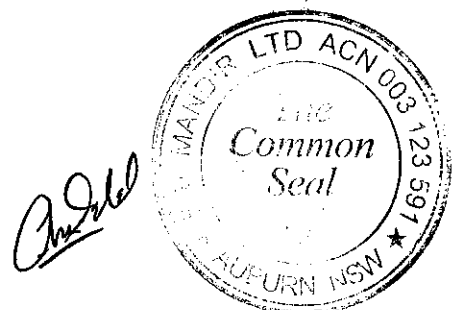


Constitution of Sri Mandir

(With effect from the date of this constitution, the Rules of "The Memorandum of Association of Sri Mandir and The Article of Association of Sri Mandir" lodged on 22/7/1987 are replaced by the Rules and Schedules of Sri Mandir Ltd.- ACN 003 123 591)



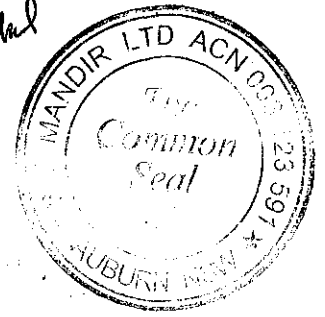
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Amrinder



Corporations Act 2001

Constitution of Sri Mandir (ACN 003 123 591)

1. Name of the Company

The name of the Company is "Sri Mandir" (hereafter called the Company).

2. Objects

The objects for which the Company is established are:

- (a) to be a religious, non-political and non-sectarian organisation in all its cultural concepts;
- (b) to provide persons of Hindu faith in Australia with a common place of worship;
- (c) to arrange and organise religious ceremonies for members of the Hindu faith;
- (d) to promote the religious, social and moral wellbeing of the members of the Hindu faith;
- (e) to conduct schools to enable children of the members to acquire familiarity in many religious languages, its history, literature and art in all its forms;
- (f) to ensure the great virtues of Hindu culture are upheld by our posterity;
- (g) to organise and make available assistance, hospitality and counselling to members in Australia when the need arises;
- (h) to provide a library of Hindu religious and cultural books;
- (i) to do all such acts as are incidental and conducive to the furtherance of the above objects.
- (j) solely for the above purposes, to do anything allowed by the operation of section 124 of the Corporations Act.

3. Limited liability

3.1 Members' Liability

The liability of the members is limited.

3.2 Members' Contributions

Every member of the Company undertakes to contribute to the assets of the Company if it is wound up while he is a member, or within one year after he ceases to be a member, for:

- (a) the payment of the debts and liabilities of the Company, contracted before he ceased to be a member;
- (b) the expenses of winding up the Company; and
- (c) the adjustment of the rights of the contributories among themselves.

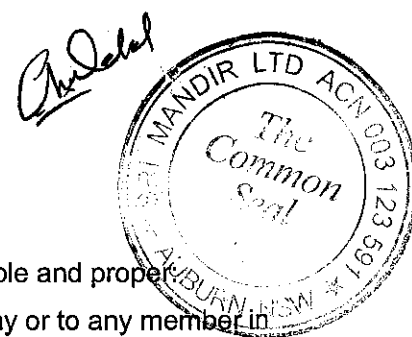
3.3 Amount of Members' Contributions

The amount of the contribution under **clause 3.2** must not exceed \$500.00 (five hundred dollars) in any circumstances.

4. Use of the property by the Company

4.1 Application of Company Property

All income and property of the Company must be applied for the objects of the Company as set out in **clause 2**. No portion of the income or property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit or return of capital to members of the Company.



4.2 Payments of Company Expenses

Nothing in **clause 4.1** prevents the payment in good faith of reasonable and proper

- (a) remuneration to any of the officers or servants of the Company or to any member in return for any services actually rendered to the Company;
- (b) interest on money borrowed from any member of the Company for any of the purposes of the Company (provided the interest rate does not exceed the rate charged by the Company's bank on similar borrowings);
- (c) rent for premises let by any member to the Company; nor
- (d) payment for any goods supplied to the Company by any member.

4.3 Remuneration Payments

No remuneration or other benefit (including, without limitation, salaries, wages, commissions, fees, rewards, allowances, bonuses, incentive schemes or profit sharing schemes) ("**remuneration**") may be paid or given by the Company to any member of the Executive Council except:

- (a) for the reimbursement of out-of-pocket expenses incurred on reasonable commercial terms in carrying out the duties of a member of the Executive Council where the amount does not exceed an amount previously approved by a resolution of the Executive Council;
- (b) for any service rendered to the Company in a professional or technical capacity, where the terms of service are on reasonable commercial terms and has been previously approved by a resolution of the Executive Council; or
- (c) as an employee of the Company, where the terms of employment are on reasonable commercial terms and has been previously approved by a resolution of the Executive Council.

4.4 Conflict of Interest Resolution

At any meeting of the Executive Council at which a resolution is put for the purposes of **clause 4.3** ("**conflict of interest resolution**"), the member of the Executive Council who is or members of the Executive Council who are the object of a conflict of interest resolution and any member of their immediate family or families are not entitled to:

- (a) be heard in discussion on the conflict of interest resolution;
- (b) propose or second a conflict of interest resolution;
- (c) vote on a conflict of interest resolution;
- (d) be present at the meeting when the conflict of interest resolution is put to the vote.

5. Use of property on winding up

5.1 Surplus

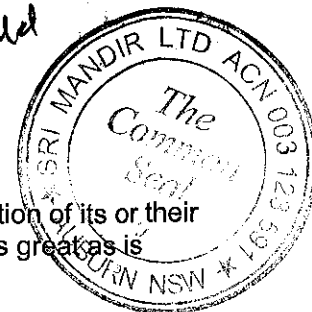
If, on the winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, any property remains ("**surplus**"), the surplus must not be paid or distributed among the members of the Company.

5.2 Transfer of Surplus

The surplus must be given or transferred to some other institution or institutions:

- (a) having objects similar to the objects of the Company; and
- (b) which come within Division 30 of the *Income Tax Assessment Act 1997* (Commonwealth) (as amended).

Amended



- (c) whose memorandum of association or constitution prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of **clauses 4 and 5.**

5.3 Choice of Transferee

The transferee entity under **clause 5.2** will be chosen by the Executive Council (as the Executive Council were constituted at the commencement of the winding up). If the Executive Council does not choose an entity within a reasonable time, any member at the commencement of the winding up or the liquidator may apply to the Supreme Court of New South Wales to choose the entity.

6. Membership

6.1 Application for membership

A person cannot become a member of the Company unless the person applies to become a member. Every applicant for membership must:

- (a) be nominated by a member and seconded by another member of the Company to both of whom the applicant is personally known; and
- (b) sign an application for membership in such form as may from time to time be prescribed by regulation by the Executive Council.

6.2 Admitting members

At the next meeting of the Executive Council after the receipt of any application for membership, that application must be considered by the Executive Council, which must thereupon determine upon the admission or rejection of the applicant.

6.3 Discretion to admit

The Executive Council may refuse to admit any person as a member. If the Executive Council refuses to admit a person as a member, the Executive Council is not obliged to give their reasons for so refusing.

7. Membership fees

7.1 Entrance fee

The entrance fee payable by a member is the amount prescribed from time to time by regulation made by the Executive Council. The Company may resolve in a general meeting to alter the amount of the entrance fee.

Subscription

Annual member

The annual subscription payable by a member is the amount prescribed from time to time by regulation made by the Executive Council. Annual subscriptions are payable on demand by the Executive Council. Annual subscriptions are payable in respect of the 12 month period commencing 1 July each year, regardless of when the member is admitted. The Company may resolve in a general meeting to alter the amount of the annual subscription.

Life member

A member can be a life member by payment of the amount prescribed from time to time by regulation made by the Executive Council.

Patron member

A member can be a Patron member by payment of the amount prescribed from time to time by regulation made by the Executive Council.

(the membership fees in dollar value has been defined as per the amount prescribed by the regulation made by the executive council)



7.2 Waiver

The Executive Council may at any time fix at different rates, suspend or waive payments of the annual subscription in favour of any member.

7.3 Annual subscription in arrears

If any member fails to pay that member's annual subscription within 2 months of the date determined by the Executive Council, that member is not entitled, while the subscription remains due, to:

- (a) nominate a member as a candidate for election to the Executive Council;
- (b) vote in any ballot;
- (c) receive notices of meeting of members;
- (d) attend, be counted in forming a quorum for, exercise any vote at, or be a proxy or corporate representative for any member, for any meeting of members.

8. Cessation of membership

8.1 Cessation

A person ceases to be a member of the Company if the person:

- (a) dies;
- (b) resigns that membership,
- (c) fails to pay that person's annual subscription within 2 months of the due date and fails to rectify that default within 1 month of receiving a notice from the secretary requiring them to rectify the default; or
- (d) is expelled from the Company in accordance with **clause 8.4**.

8.2 Membership not transferable

A right, privilege or obligation which a person has by reason of being a member of the Company:

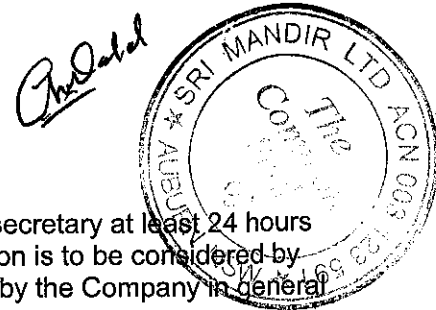
- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon cessation of the person's membership;

8.3 Resignation

A member of the Company may not resign that membership except in accordance with this clause. A member of the Company who has paid all amounts payable by the member to the Company in respect of the member's membership may resign that membership by first giving notice in writing to the secretary of the member's intention to resign. Once the period of notice (if any) specified in the document expires, the member ceases to be a member.

8.4 Discipline of members

- (a) If any member wilfully refuses or neglects to comply with the provisions of the constitution of the Company or is guilty of any conduct which in the opinion of the Executive Council is unbecoming of a member or prejudicial to the interests of the Company, the Executive Council may by resolution censure, fine, suspend or expel the member from the Company in accordance with this clause.
- (b) At least 1 week before the meeting of the Executive Council at which a resolution of the kind mentioned in **clause 8.4(a)** is to be considered, the member concerned must be given written notice of the meeting and of what is alleged against him or her and of the intended resolution, and the member must at that meeting and before the passing of that resolution be given an opportunity to give orally or in writing any explanation which the member may think fit.



- (b) Any such member may by notice in writing lodged with the secretary at least 24 hours before the time for holding the meeting at which the resolution is to be considered by the Executive Council, elect to have the question dealt with by the Company in general meeting.
- (c) If any such member elects to have the matter dealt with by the Company in general meeting, a general meeting of the Company must be called for the purpose and, if at the general meeting such a resolution is passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot) the member concerned will be reprimanded accordingly, and in the case of a resolution for his or her expulsion, the member will be expelled.

9. Meetings of members

An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act. All general meetings, other than the Annual General Meetings, shall be called extraordinary general meetings.

9.1 Calling of meetings

- a. The Executive Council may at any time call a meeting of members.
- b. The Executive Council must, on the requisition in writing of at least 5 percent of the total numbers of members, convene an extraordinary general meeting.

If the council fails to convene an extraordinary general meeting to be held within 1 month after the date on which a requisition of the members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene an extraordinary general meeting to be held not later than 3 months after that date.

9.2 Requisition of meetings

Except as provided in section 249D of the Act, no member or members may call a meeting of members.

9.3 Notice of meeting

Every notice of a meeting of members must, at least 28 days in advance and:

- (a) set out the place, day and time of meeting;
- (b) in the case of special business, state the general nature of the business;
- (c) if a special resolution is to be proposed, set out an intention to propose the special resolution and state the resolution; and
- (d) in the case of an election of members of the Executive Council, provide positions for which the election will be held as per **clause 13.4**

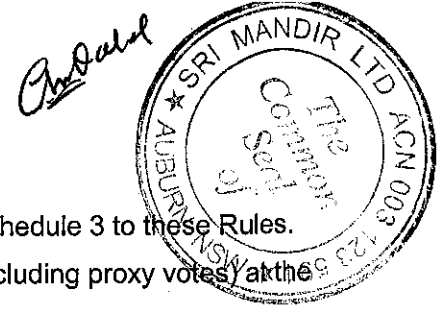
9.4 Entitlement to notice

Notice of a meeting of members must be given to:

- (a) each member, apart from any member who under this constitution or by the terms of issue of any membership is not entitled to the notice; and
- (b) the auditor.

9.5 Proxy Voting by Members

A member may appoint a proxy to attend and vote at any meeting at which the member is entitled to attend and vote. To be valid, a proxy must be in writing and delivered, to the place nominated by the Executive Council in the notice of meeting (or, if no place is nominated, the registered office), so that it must receive at least 48 hours before the scheduled commencement of the meeting.



The instrument appointing the proxy is to be in the form set out in Schedule 3 to these Rules.
For the election of the Executive Council, only members present (excluding proxy votes) at the General Meeting shall be entitled to vote.

9.6 Omission to give notice

The accidental omission to give notice of a meeting of members to, or the non receipt of any such notice by, a person entitled to receive it, or the accidental omission to advertise (if necessary) such meeting, does not invalidate the proceedings at, or any resolution passed at, any such meeting.

9.7 Consent to short notice

With the consent in writing of all the members of the Company for the time being entitled to vote at a meeting of members, any meeting of members may be called on short notice and in any manner they think fit and all provisions of this constitution are modified accordingly.

9.8 Cancellation or postponement of meeting

The Executive Council may cancel or postpone the holding of any meeting of members. If the meeting was called by requisitioning members or in response to a requisition by members, the Executive Council may only cancel or postpone the holding of it with the consent of a majority of the requisitioning members.

9.9 Notice of cancellation or postponement

The Executive Council may notify the members of a cancellation or postponement of a meeting by such means as they see fit. If any meeting is postponed for 28 days or more, then no less than 5 days' notice must be sent to the members of the postponed meeting. It is not necessary to specify in such notice the nature of the business to be transacted at the postponed meeting.

10. Representation at meetings

10.1 Persons entitled to attend

The right to attend a meeting of members is as follows:

- (a) each member may attend, apart from any member who under this constitution or by the terms of issue of any membership is not entitled to attend;
- (b) the auditor may attend;
- (c) each person, whether a member or not, who is a proxy, corporate representative or attorney of a member may attend;
- (d) other persons may attend only with leave of the meeting or its chairperson and then only while the leave is on foot and in accordance with the terms of the leave.

The right of a person to attend is subject to the powers of the chairperson of the meeting, both at law and under this constitution.

11. Proceedings at meetings of members

11.1 Quorum

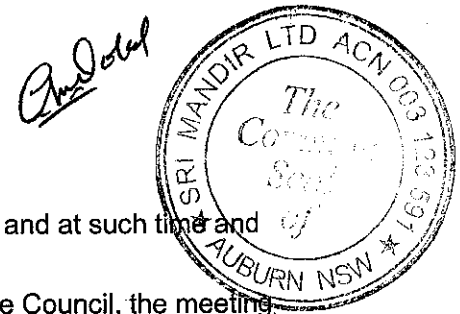
No business may be transacted at any meeting of members unless a quorum of members is present at the time when the meeting proceeds to business.

Except as provided in **clause 11.2**, Nine (9) members present in person (being members entitled to vote at a general meeting) constitute a quorum for the transaction of a meeting.

11.2 Failure of quorum

If a quorum is not present within 30 minutes from the time appointed for a meeting of members:

- (a) where the meeting was called by, or in response to, the requisition of members made under the Act, the meeting is dissolved; or



- (b) in any other case the meeting stands adjourned to such day, and at such time and place, as the Executive Council determine.

If no determination of an adjourned meeting is made by the Executive Council, the meeting stands adjourned to the same day in the second week following, at the same time and place. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, 3 members constitute a quorum, or where 3 members are not present, the meeting is dissolved.

11.3 Business of annual general meeting

The business of an annual general meeting (AGM) is:

- (a) to receive the Company's financial statements, the Executive Council's statement and report and the auditor's report on the financial statements;
- (b) to elect members of the Executive Council in the place of those retiring; and
- (c) to transact any other business which under this constitution or the Act ought to be transacted at an annual general meeting.

All other business transacted at an annual general meeting, and all business transacted at other meetings of members, is deemed special.

11.4 Special business

No special business may be transacted at any meeting of members other than that stated in the notice calling the meeting unless it is a matter that is required by this constitution or the Act to be transacted at such meeting.

11.5 Chairperson of meeting

The President of the Executive Council, or in that person's absence the Vice-President of the Executive Council, is entitled to take the chair at each meeting of members. If neither of those persons is present at any meeting of members within 15 minutes after the time appointed for holding such meeting, or neither of them is willing to take the chair, the Executive Council present may choose one of their member as a chairperson. If no member of the Executive Council present is willing to take the chair, the Executive Council may choose a person, whether a member or not, as chairperson of the meeting. If the Executive Council fails to choose a person as a chairperson, the members present must elect a person, whether a member or not, to be chairperson of the meeting.

11.6 Passing the chair

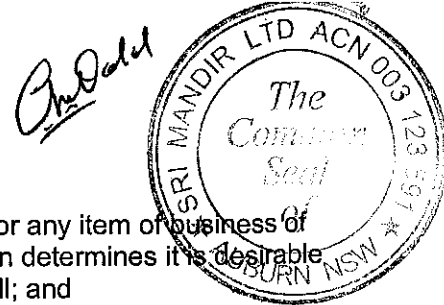
If the chairperson of a meeting of members is unwilling or unable to be the chairperson for any part of the business of the meeting:

- (a) that chairperson may withdraw as chairperson for that part of the business and may nominate any person who would be entitled under the preceding clause to chair the meeting for that part of the business; and
- (b) after that part of the business is completed; the person so nominated must cease to chair the meeting upon the request of the prior chairperson. The prior chairperson is then entitled to resume as the chairperson of the meeting.

11.7 Responsibilities of chairperson

The chairperson of a meeting of members is responsible for the general conduct of the meeting and to ascertain the sense of the meeting concerning any item of business which is properly before the meeting. For these purposes the chairperson of the meeting may, without limitation:

- (a) delay the commencement of the meeting if that person determines it is desirable for the better conduct of the meeting;
- (b) make, vary or rescind rulings;
- (c) prescribe, vary or revoke procedures;



- (d) in addition to other powers to adjourn, adjourn the meeting, or any item of business of the meeting, without the consent of the meeting if that person determines it is desirable for the orderly conduct of the meeting or the conduct of a poll; and
- (e) determine conclusively any dispute concerning the admission, validity or rejection of a vote.

11.8 Adjournment of meeting

The chairperson of a meeting of members at which a quorum is present may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place as the chairperson determines.

11.9 Business at adjourned meeting

No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice need be given of an adjournment, or of the business to be transacted at an adjourned meeting. However if any meeting is adjourned for 30 business days or more, notice of the adjourned meeting must be given.

12. Voting at meetings of members

12.1 Entitlement to vote

Subject to this constitution and the terms of issue of any membership, each natural person who is present at a meeting of members may vote if he or she is member or an attorney or corporate representative of a member. If any member's annual subscription is more than 2 months in arrears at the date of the meeting, that member is not entitled to vote at any meetings of members. Joint members shall be entitled to have one vote.

12.2 Number of votes

Each member who is, under the preceding clause, entitled to vote has:

- (a) on a show of hands (or on the voices) only one vote; and
- (b) on a poll, one vote.

12.3 Voting restrictions

If permitted or contemplated by the Act or this constitution, the Executive Council may direct that particular persons (whether specified by name or description) do not cast a vote on particular business of a meeting. In relation to that business, votes cast by the prohibited persons are to be disregarded.

12.4 Method of voting

Every resolution put to a vote at a meeting of members (except where there is an election of members of the Executive Council by ballot) must be determined by the voices or a show of hands (as determined by the chairperson of the meeting) unless a poll is properly demanded either before or on the declaration of the result of the voices or the show of hands.

12.5 Demand for poll

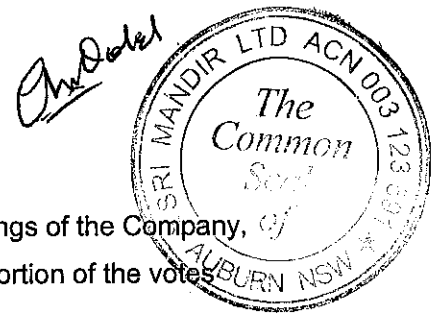
A demand for a poll under the preceding clause may be made by:

- (a) the chairperson of the meeting; or
- (b) at least 3 persons present having the right to vote at the meeting.

12.6 Declaring result of vote on show of hands

In respect of any meeting of members (unless a poll is so demanded):

- (a) a declaration by the chairperson of the meeting that a resolution has been carried, or carried by a particular majority, or lost, or has not been carried by a particular majority; and



- (b) an entry made in the book containing the minutes of proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

12.7 Conduct of poll

The demand for a poll may be withdrawn. If a poll is duly demanded (and the demand not withdrawn) it must be taken in such manner and at such time (either at once or after an interval or adjournment or otherwise) as the chairperson of the meeting directs. The result of the poll is the resolution of the meeting at which the poll was demanded. A poll demanded on the election of a chairman or on any question of adjournment must be taken at the meeting and without an adjournment. The demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded.

12.8 Casting vote of chairperson

If, on a show of hands or on a poll, the votes are equal the chairperson of the meeting has a casting vote in addition to the deliberative vote, if any, of the chairperson.

12.9 Objections

No objection may be made to the validity of any vote except at the meeting or adjourned meeting or poll at which such vote is tendered. Every vote allowed at any such meeting or poll is treated as valid. In recording votes the latest copy of the register held in the registered office must be adopted and acted on as the voting roll.

12.10 Ruling on votes

The chairperson of the meeting is the sole judge of the validity of every vote tendered at the meeting and the determination of the chairperson is final and conclusive.

13. Executive Council

13.1 Office bearers

The office-bearers of the Company consist of:

- (a) a President;
- (b) a Vice-President; and
- (c) a Treasurer,
- (d) a Secretary;
- (e) a Joint Secretary (together, "office-bearers").

13.2 Executive Council

The Executive Council shall comprise of office bearers and executive members, hereafter referred as Executive Council members. :

- (a) The Executive Council consists of a minimum of 4 persons and a maximum of 10 persons.

The Company may by ordinary resolution increase or reduce the minimum or maximum number of members of the Executive Council.

13.3 Initial Executive Council

The members of the Executive Council holding office at the date of adoption of this constitution continue in office subject to this constitution till next annual general meeting.

13.4 Election of Executive Council

After the adoption of this constitution,

- A. at the **first annual general meeting**, election shall be held for



Office-bearers, -

- a. President & Treasurer shall hold office for two terms and will retire at the end of two annual general meetings
- b. Vice President and Secretary shall hold office for one term and will retire at the end of next annual general meeting.

Executive members,

- c. Three members shall hold office for two terms and will retire at the end of two annual general meetings
- d. Other three members shall hold office for one term and will retire at the end of next annual general meeting.

B. at the second annual general meeting, election shall be held for

Office-bearers, -

- a. Vice President and Secretary shall hold office two terms and will retire at the end of two annual general meetings

Executive members,

- b. Three members shall hold office for two terms and will retire at the end of two annual general meetings

C. at the third and subsequent annual general meeting, election shall be held for either

Office-bearers – for two terms

Retiring President & Treasurer OR retiring Vice President & Secretary

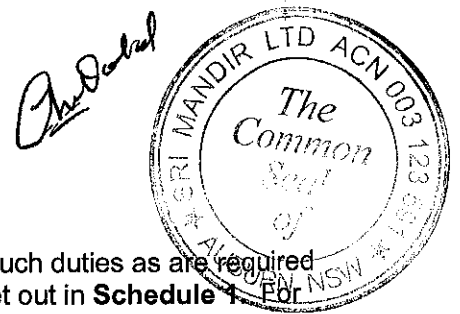
Executive members – for two terms

Retiring Executive members.

Executive Council office bearer or member shall hold office until the conclusion of annual general meeting, as per **clause 13.4**. An office-bearer or member retiring pursuant to this clause shall be eligible for re-election.

Executive Council may appoint any member as Joint Secretary.

Position	First AGM	Second AGM	Third AGM	Forth AGM
President Treasurer	Election for two terms		Election for two terms	
Vice President Secretary	Election for one term	Election for two terms		Election for two terms
3 Members Group A	Election for two terms		Election for two terms	
3 Members Group B	Election for one term	Election for two terms		Election for two terms



13.5 Duties of Executive Council

Office bearers and member of the Executive Council must perform such duties as are required of that person by the Act and the constitution, including the duties set out in **Schedule 1** the avoidance of doubt, provided the Executive Council comprises at least the minimum number of persons specified in **clause 0**, the Executive Council may act if there are fewer members of the Executive Council than the number of offices set out in **clause 13.1**

13.6 Membership qualification

A member of the Executive Council must be a member of the Company.

13.7 Casual appointment

The Executive Council may at any time appoint any person as a member of the Executive Council, either to fill a casual vacancy or as an addition to the Executive Council. Until that person is re-elected at a meeting of members, that member of the Executive Council is a "casual appointee".

13.8 Retirement of casual appointee

A casual appointee, following his or her appointment by the Executive Council, holds office only until the conclusion of the next annual general meeting of members and is then eligible for re-election.

13.9 Appointment at annual general meeting

If at any annual general meeting, there are fewer persons standing for election or re-election than the minimum number of members of the Executive Council specified in **clause 13.2(a)** and **clause 13.2**, all persons are deemed to be elected without the need for an actual election.

13.10 Candidates requiring nomination

No person is eligible for election to the Executive Council at any meeting of members unless duly nominated, except for:

- (a) a casual appointee; or
- (b) a member recommended by the Executive Council for election.

13.11 Valid nominations

Nominations must be made to the secretary at the registered office. Nominations close at 5.00 pm local time on the day which is 7 days before the date for the holding of the meeting. For a nomination to be valid:

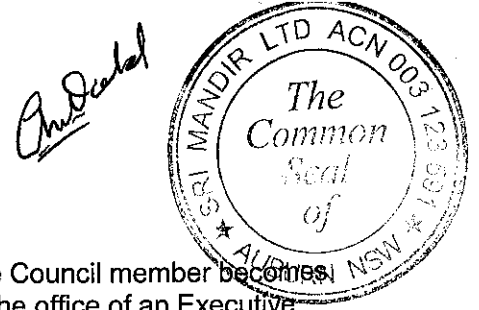
- (a) the nomination must name the candidate and be signed by not less than 2 members;
- (b) the person nominated must consent to act if elected; and
- (c) the nomination and consent must be received before the close of nominations.

A consent is sufficient if the person signs a form of consent on the nomination paper. The secretary may accept any other form of consent, whether or not accompanied by the nomination paper, that the secretary deems satisfactory, and such acceptance is final.

A list of the nominated candidates, in alphabetical order (by last name), shall be posted on notice board at the registered office of the company for six days preceding the AGM.

13.12 Resignation of member of the Executive Council

Any member of the Executive Council may retire from office by giving notice in writing to the Company of the member of the Executive Council's intention to do so. Such resignation takes effect immediately unless the resignation is stated in the notice to take effect at some future time. However the resignation must take effect within 3 months from the date of the giving of the notice.



13.13 Vacation of office

In addition to the circumstances in which the office of an Executive Council member becomes vacant by virtue of the law or other provisions of this constitution, the office of an Executive Council member, is vacated automatically if the member of the Executive Council:

- (a) becomes mentally incapable or the member of the Executive Council's estate is liable to be dealt with in any way under the law relating to mental health; or
- (b) is absent from more than 3 consecutive meetings of the Executive Council without the prior leave of the Executive Council.

13.14 Removal from office

The Company may by ordinary resolution of which special notice has been given remove any office-bearer or other member of the Executive Council before the expiration of that member's period of office and may by ordinary resolution appoint another person in that member's stead. The person so appointed will hold office only until the conclusion of the next annual general meeting of members and is then eligible for re-election.

13.15 Less than minimum number of Executive Council

The continuing Executive Council may act despite any vacancy in their body. If the number falls below the minimum number fixed in accordance with this constitution, the Executive Council may act only:

- (a) to appoint members of the Executive Council up to that minimum number;
- (b) to call a meeting of members; or
- (c) in emergencies.

14. Proceedings of Executive Council

14.1 Mode of meeting

The Executive Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

14.2 Quorum

A quorum for a meeting of the Executive Council shall be 50 % of the total members of the Executive Council.

14.3 Calling a meeting

The secretary, upon the request of President, must send a notice to the Executive Council & with 50% approval of the council members should call upon a meeting of the Executive Council to be held at such time and place as is convenient to the Executive Council.

Notice of meeting

On conclusion of a council meeting, the date for the next council meeting will be fixed by the council unless changed upon by the President or any special circumstances.

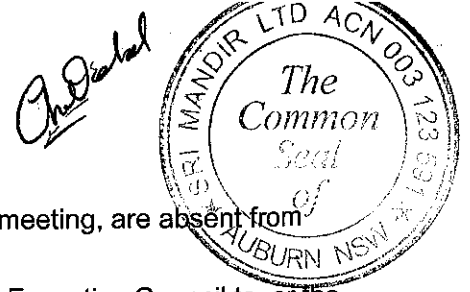
Notice of each meeting of the Executive Council, must be 10 days in advance and

- (a) may be given by such means as is convenient, including by telephone or electronic transmission; and
- (b) must be given to all eligible members of the Executive Council.

14.4 Recipients of notice

For the purposes of the preceding clause:

- (a) the "eligible members of the Executive Council" are all members of the Executive Council for the time being but excluding:
 - (1) those given leave of absence; and



- (2) those, who in the belief of the person calling the meeting, are absent from Australia;
- (b) the accidental omission to give notice of any meeting of the Executive Council to, or the non-receipt of any such notice by, a person entitled to receive that notice does not invalidate the calling of the meeting or any resolution passed at any such meeting.

14.5 Appointment of chairperson

In the absence of the President, vice president will be chairperson.

In the absence of the President and vice president, the Executive Council may elect one of their **member** to be chairperson of their meetings and may determine the period for which that person is to hold that office. Such person is entitled to use the title, "Chair" or "Chairperson". If:

- (a) no chairperson is elected; or
- (b) at any meeting of the Executive Council the chairperson is not present within 15 minutes of the time appointed for holding the meeting,

subject to the next clause, the Executive Council present must choose one of their members to be chairperson of such meeting.

14.6 Votes of Executive Council

Questions arising at any meeting of the Executive Council must be decided by a majority of votes cast. Each member of the Executive Council has one vote. If there is an equality of votes, provided more than 50% members of the Executive Council present are competent to vote on the question at issue but not otherwise, the chairperson has a second or casting vote.

14.7 Circular resolution of Executive Council

If all of the eligible members of the Executive Council have signed a document containing a statement that they are in favour of a resolution of the Executive Council in terms set out in the document, a resolution in those terms is treated as having been passed at a meeting of the Executive Council held on the day on which the document was signed. If the members of the Executive Council sign the documents on different days, then resolution is passed as the date of effect stated in the document based on the majority of council members signed for it.

Signing of circular resolution

For the purposes of the preceding clause:

- (a) the "eligible members of the Executive Council" has the same meaning as in **clause 14.4(a)**;
- (b) each member of the Executive Council, other than one not entitled to vote on the resolution, may sign the document;
- (c) if a person who is not entitled to vote on the resolution signs the document, it does not invalidate the resolution if it is otherwise valid;
- (d) an electronic transmission purporting to be signed by a member of the Executive Council is treated as being in writing signed by such person; and
- (e) 2 or more separate documents containing statements in identical terms each of which is signed by one or more members of the Executive Council are together treated as constituting one document containing a statement in those terms signed by those members of the Executive Council on the respective days on which they signed the separate documents.

14.8 Deemed minute

The document or documents referred to in the 2 preceding clauses are treated as constituting a minute of that meeting and must be entered in books kept for that purpose.



14.9 Validity of acts of Executive Council

All acts done in respect of any meeting of:

- (a) the Executive Council; or
- (b) a committee of the Executive Council; or
- (c) other persons or by any person acting as a member of the Executive Council; or
- (d) any person purporting to act as an attorney under power of the Company,

are, despite the fact that later it is discovered that there was some defect in the appointment or continuance in office of such member of the Executive Council, person or attorney so acting or that they or any of them were disqualified or were not entitled to vote, as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Executive Council or attorney and was entitled to vote.

15. Contracts with Company

15.1 Contracts and conflicts of interest

In relation to an Executive Council member's contracts and conflicts of interest, but subject to **clause 4** of this constitution:

- (a) despite any rule of law or equity to the contrary, no member of the Executive Council is disqualified by the office from contracting with the Company;
- (b) no member of the Executive Council may be an employee of the Company;
- (c) No member or any immediate family member of Executive council is entitled for any contract with the company unless approved by the Executive council.

15.2 Notice of Interest

A general notice given to the Executive Council by any member of the Executive Council to the effect that he or she:

- (a) is an officer or a member of, or interested in, any specified firm or body corporate; and
- (b) is to be regarded as interested in all transactions with such firm or body,

is sufficient disclosure as required by the Act as regards such member of the Executive Council and those transactions. After such general notice it is not necessary for such member of the Executive Council to give any special notice relating to any transaction with such firm or body.

An elected executive member shall declare immediately on the first council meeting following the Annual General Meeting if he/she is a office bearer of any other social organisation.

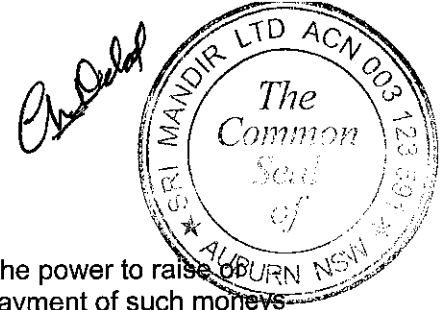
16. Powers and duties of Executive Council

16.1 Powers generally

Subject to the Act and to any other provisions of this constitution, the management and control of the Company and of the business and affairs of the Company is vested in the members of the Executive Council who may exercise all such powers of the Company and do all such acts or things not expressly required by this constitution or by the Act to be exercised or done by a meeting of members. No clause adopted or resolution passed by a meeting of members invalidates any prior act of the members of the Executive Council which would have been valid if that clause or resolution had not been adopted or passed.

16.2 Limitation

*Notwithstanding any other provision of this constitution, the Executive Council must not take any action or pass any resolution in respect of the matters referred to in **Schedule 2** except with the specific approval of the Company in general meeting.*



16.3 Borrowing

Subject to **clause 16.2**, the members of the Executive Council have the power to raise or borrow any sum or sums of money and to secure the payment or repayment of such moneys and any other obligation or liability of the Company in such manner and on such terms as they think fit. This includes:

- (a) upon the security of any mortgage; or
- (b) by the issue of debentures or debenture stock of the Company charged upon all or any of the property of the Company (both present and future) including its goodwill and undertaking for the time being; or
- (c) upon bills of exchange, promissory notes or other obligations or otherwise.

16.4 Execution of negotiable instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Executive Council at any time determines.

16.5 Official seal

The Executive Council may exercise all the powers of the Company in relation to any official seal for use outside the State where its common seal is kept and in relation to branch registers.

16.6 Appointment of attorney

The Executive Council may at any time, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Executive Council under this constitution) and for such period and subject to such conditions as they may think fit. Any such powers of attorney may:

- (a) contain such provisions for the protection and convenience of persons dealing with any such attorney as the Executive Council may think fit; and
- (b) authorise any such attorney to delegate all or any of the powers authorities and discretions vested in the attorney.

16.7 Validity of acts

Despite anything contained in this constitution, if it is found that some formality required by this constitution to be done has been inadvertently omitted or has not been carried out, such omission does not invalidate any resolution, act, matter or thing which but for such omission would have been valid.

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16.8 Property

The Executive Council may purchase, take on lease, or in exchange, hire and otherwise acquire any lands, building or property, which may be required for the purpose of, or capable of being conveniently used in connection with, any objects of the Company.

The Executive Council may construct, improve, maintain, develop, work, manage, carryout alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance of the Company's interest.

16.9 Promotion

The Executive Council may take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to funds of the Company in shape of donations, subscriptions, or otherwise.

The Executive Council may print and publish any newspapers, periodicals, books, leaflets, electronic communications, websites, or otherwise that may think desirable for the promotion of its objects.

17. Committees

17.1 Delegation to committee

The Executive Council may:

- (a) delegate any of their powers to committees consisting of such 2 or more persons, whether members of the Executive Council or not, as they think fit; and
- (b) establish advisory committees (or other committees not having delegated power of members of the Executive Council) consisting of such 2 or more persons as they think fit.

17.2 Committee powers

Any committee so formed or persons so appointed must, in the exercise of the powers so delegated, or functions entrusted, conform to any regulations that may at any time be imposed by the Executive Council.

17.3 Committee meetings

The meetings and proceedings of any committee consisting of 2 or more persons are governed by the provisions in this constitution for regulating the meetings and proceedings of the Executive Council so far as those provisions are applicable and not affected by any resolution or regulation made by the Executive Council under the preceding clause.

17.4 Committee members as officers

Each person appointed to a committee under **clause 17.1(a)**, if not otherwise an officer of the Company, is, when exercising the powers so delegated or functions entrusted, an officer of the Company.

18. Minutes

18.1 Minutes as evidence

If any minutes of a meeting of members of the Company or of the Executive Council are signed by any person purporting to be either the chairperson of such meeting, or the chairperson of the next succeeding meeting, those minutes must be received in evidence without any further proof that the matters and things recorded by or appearing in such minutes actually took place or happened at a meeting duly called and held.



19. Seal

19.1 Use of common seal

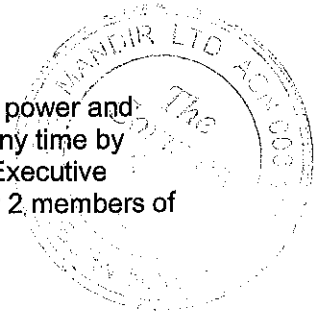
The seal must not be affixed to any document unless it is done by the authority of the members of the Executive Council or of a committee of them.

19.2 Mode of execution by common seal

Every document to which the seal is affixed must be signed, to attest the affixing of the seal, by 2 persons. One must be a member of the Executive Council. The other must be the secretary, another member of the Executive Council, or such other person as the Executive Council may appoint for that purpose. No person may sign in more than 1 capacity.

19.3 Delegation of authority to use common seal

The Executive Council may delegate to a member of the Executive Council the power and authority to affix the seal to such documents as the Executive Council may at any time by resolution determine. When affixed and signed by the relevant member of the Executive Council, it is binding on the Company in all respects as if it were duly signed by 2 members of the Executive Council.



20. Notices

20.1 Service of notices

Where the constitution, the Act or other legislation require or permit a document to be served on, given, sent or dispatched to, any person, whether any such expression or any other expression is used (in this clause referred to as "served"), the document may be served on the person:

- (a) by delivering it to the person personally;
- (b) by dispatching it, whether by post, contractor, agent, electronic means or otherwise, to:
 - (1) the address of the place of residence; or
 - (2) business of the person last known to the person serving the document; or
 - (3) in the case of a member, to the address of the member entered in the register,the document, by such dispatch, is regarded as left at that address; or
- (c) subject to the Act, by publication in a newspaper circulating generally in the State in which the registered office is located.

20.2 Date of deemed service

A document served under the preceding clause is treated as having been duly served, regardless of whether it is actually received:

- (a) where paragraph (b) of that clause applies - on the day following the day when dispatch occurred; and
- (b) where paragraph (c) of that clause applies - on the day the newspaper is first published.

20.3 Overseas members

It is not necessary to give a notice to any member where that member's address in the register is outside Australia. Such a member may give notice to the Company specifying an address within Australia which is to be treated as the address of the member for the giving of notices. Where the Company proposes to send a notice to a member by pre-paid post and the notice is to be sent outside Australia, the Company must send the notice by airmail.



20.4 Counting of days

Subject to the Act, where a specified number of days' notice or notice extending over any period is required to be given, both the day of service and the day upon which such notice will expire are included in such number of days or other period.

20.5 Service on Company or its officers

Every document required to be served upon the Company or upon any officer of the Company may be served by leaving it at the registered office.

20.6 Signature

The signature to any document to be given by the Company may be written, printed or stamped.

21. Indemnity

21.1 Indemnity for officers

To the extent that the Act allows it, each officer of the Company and each officer of a related body corporate of the Company, must be indemnified by the Company against any liability incurred by that person in that capacity.

21.2 Insurance premiums

The Company may at any time pay premiums in respect of a contract insuring a person (whether with others or not) who is an officer of the Company against a liability incurred by the person as such an officer, or as an officer of a related body corporate. The liability insured against may not include that which the Act prohibits. Any such premium in relation to a member of the Executive Council is in addition to, and not regarded as part of, the remuneration approved by members under this constitution.

22. Interpretation

22.1 Definitions

In the construction of this constitution:

"**Act**" means the Corporations Act 2001, as amended;

"**at any time**" means at any time or times and from time to time;

"**Company**" means Sri Mandir (ACN 003 123 591);

"**corporate representative**" means a natural person appointed by a member which is a body corporate to be that body's representative at specified meetings of members of the Company;

"**corporate representative certificate**" means a certificate evidencing the appointment of a corporate representative, that certificate complying with this constitution;

"**Executive Council**" means the directors of the Company in office for the time being, or a quorum of directors present at a meeting of the directors;

"**meeting of members**" means a meeting of members duly called and constituted in accordance with this constitution and any adjourned holding of it, *this may also be referred to as annual general meeting (AGM) or extraordinary general meeting.*

"**member**" means any person entered in the register as a member for the time being of the Company;

"**member present**" means a member present at any meeting of members, in person or in the case of a body corporate, by its corporate representative;

"**ordinary resolution**" means a resolution of a meeting of members where more than one half of the total votes cast on the resolution are in favour of the resolution;

"**register**" means the register of members kept under the Act and includes any branch register;



"**registered office**" means the registered office for the time being of the Company;

"**seal**" means the common seal of the Company and includes any official seal of the Company;

"**secretary**" means any person appointed as Secretary of the Company pursuant to **clause 13.4**;

"**special resolution**" means a resolution of a meeting of members as defined in section 9 of the Act.

22.2 Interpretation

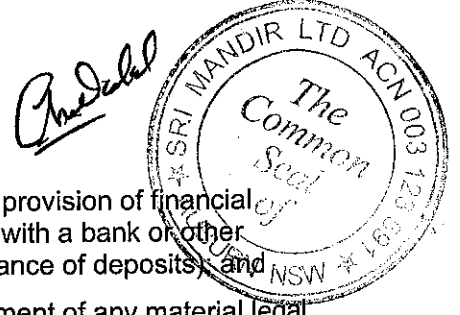
In the construction of this constitution:

- (a) headings are disregarded;
- (b) words importing persons include partnerships, associations, corporations, companies unincorporated and incorporated whether by Act of Parliament or otherwise, as well as individuals;
- (c) singular includes plural and vice versa and words importing any gender include all other genders;
- (d) except for the definitions in the preceding clause, an expression has, in a provision of this constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act;

all references to statutory provisions are construed as references to any statutory modification or re-enactment for the time being in force.

22.3 Exclusion of replaceable rules

The replaceable rules in the Act do not apply to the Company.



- (k) **(third party credit or guarantees)** the lending of money or provision of financial accommodation to any person other than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits, and
- (l) **(legal proceedings)** the commencement, defence or settlement of any material legal, arbitration or other proceedings.

(* dollar value of 50000 would vary as per the market CPI index for future terms)

Schedule 3

The instrument appointing a proxy may be in the following form

I, _____ of _____ being a member of Sri Mandir, hereby appoint Mr/Ms _____ of _____ Or failing him/her Mr/Ms _____ of _____ as my proxy to vote for me or my behalf at the ANNUAL/EXTRA-ORDINARY Meeting of SRI Mandir to be held on the _____ day of the _____ month of 20-- and at any adjournment thereof.

Signed this _____ day of the _____ month of 20__

Signature of the member of SRI Mandir.