

THE COMPANIES ACT, 2013

Company Limited by Shares

Articles of Association

Of

B & A PACKAGING INDIA LIMITED

1.	The Regulations contained in Table "F" in Schedule I to the Companies Act, 2013 shall apply to the Company, unless contrary to excluded by or modified by the provisions in these articles.	Application of Table "F"
	INTERPRETATION	
2.	<p>Unless in these article there be something in the context or subject inconsistent therewith :</p> <p>"The Act" means the Companies Act, 2013 and Rules thereunder or any statutory modification thereof for the time being in force and, where applicable, shall include references to the Companies Act, 1956 ("the previous Act") for the time being in force.</p> <p>The intention of these Articles is to be in consonance with the contemporary rules and regulations prevailing in India. If there is an amendment in any Act, rules and regulations allowing what were not previously allowed under the statute, such amendment shall override these Articles as per section 6 of the Act'.</p>	Interpretation Act Articles to be contemporary in nature
	Any reference to the Companies Act, 1956, shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force; and any reference to any section or provision of the Act shall be	Act to include modification

	deemed to include reference to the relative section or provision in the modified or re-enacted statute.
Beneficial owner	“Beneficial Owner” shall mean the beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.
Board of Directors or Board	“Board of Directors” or “Board” or “Directors” means the Board of Directors for the time being of the Company or any committee of Directors being constituted thereof.
Chief Executive Officer	“Chief Executive Officer” means the Managing Director or any officer of the Company who is designated as such.
Chief Financial Officer	“Chief Financial Officer” means a person appointed as the Chief Financial Officer of the Company.
Company	“The Company” or “This Company” means B&A Packaging India Limited the above named Company.
Company Secretary or Secretary	The “Company Secretary” or “Secretary” means a company secretary as defined in clause (C) of sub – section (1) of section 2 of the Company Secretaries Act, 1980, who is appointed by the Company to perform the functions of a company secretary under the Act.
Depositories Act	“Depositories Act” shall mean the Depositories Act, 1996 and any statutory modification or re-enactment thereof.
Depository	“Depository” shall mean a Depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996.
Director	“Director” means a Director for the time being of the Company.
Dividend	“Dividend” includes interim Dividend.
Independent Director	“Independent Director” means an independent director referred to in subsection (5) of Section 149 of the Act.
Key Managerial Personnel	Key Managerial Personnel (KMP) shall mean the Managing Director, the Manager, the Company Secretary, the Chief Financial Officer and such other officer as may be prescribed.
Managing Director	“Managing Director” means a director who, by virtue of an agreement with the Company or a resolution passed in its general meeting or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the Company.
Manager	“Manager” means an individual who, subject to the superintendence, control and direction of the Board of Directors has the management of the whole, or substantially the whole, of the affairs of the Company, and includes a Director or any other person occupying the position of a manager, by whatever name called, whether under a contract of service or not.
Member	“Member” shall mean the duly registered holder from time to time of the shares of the Company and shall include the subscribers to the Memorandum of the Company and the beneficial owner(s) as defined in clause (a) of sub-section (1) of section (2) of the Depositories Act, 1996.
Office	“The Office” means the Registered Office for the time being of the Company.

	“Person” includes a Corporation, Company or other juristic person, a Trust, a Joint Hindu Family and a Firm as well as individuals as are entitled to hold property in their own name.	Persons
	“The Register” means the Register of Members of the Company	Register
	“Register of Members” shall mean the register of members required to be maintained pursuant to the Act and shall include the Register of Beneficial Owners maintained by a Depository under the Depositories Act 1996 in respect of the Company’s shares being held in a dematerialized form.	Register of Members
	Any reference to Table “F” of Schedule I of the Companies Act, 2013, shall be deemed to include reference to the relative Table, Schedule or equivalent in any statutory modification or re-enactment thereof.	Table “F” to include re- enactment
	“Whole-time Director”, means any working Director not designated as a Managing Director and shall include a working Director designated as Additional or Joint or Deputy or Assistant Managing Director.	Whole time Director
	CAPITAL	
3.	The Authorised Share Capital of the Company shall be such amount and shall be divided into such shares as may from time to time be provided under Clause V of the Memorandum of Association of the Company.	Capital
4.	Subject to the provisions of the Act, the Company may by an ordinary resolution in General Meeting from time to time alter the conditions of its Memorandum as follows, that is to say, it may:	Increase and alteration of Share Capital
	<p>a) Increase its share capital by such amount as it thinks expedient by issuing new shares of such amount as may be deemed expedient and the new shares shall be issued on such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct, and if no direction be given, as the Board of Directors shall determine, but that no greater right or higher privilege shall in any event be created over the then existing shares.</p> <p>b) Consolidate and divide all or any of the share capital in to shares of larger amount than its existing shares.</p>	

		<p>c) convert all or any of its fully paid up shares into stock and reconvert that stock into fully paid up shares of any denomination.</p> <p>d) Sub-divide its shares or any of them into shares of any smaller amount than is fixed by the Memorandum, so however, that in the sub-division the proportion between the amount paid and the amount, if any unpaid on such reduced share shall be the same as it was in case of the share from which the reduced share is derived; and</p> <p>e) Cancel 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. A cancellation of shares in pursuance of this clause shall not be deemed to be a reduction of share capital within the meaning of the Act.</p>
How far new share to rank with shares of original capital.	5.	Except so far as provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the then existing capital and shall be subject to the provision herein contained applicable to the shares of the Company.
Issue of preference shares	6.	Subject to Section 55 of the Act, the Company may issue preference shares and no such shares shall be redeemed, unless they are fully paid.
Variation of shareholders' rights	7.	Subject to the provisions of the Act, the rights attached to the shares of any class may be varied with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or by means of a special resolution passed at a separate meeting of the holders of the issued shares of that class.
Reduction of Share Capital	8.	Subject to provisions of the Act, the Company may by Special Resolution in General Meeting, reduce its share capital, any capital Redemption Reserve Account or Share Premium Account in any manner provided in the Act.
Payment of Commission	9.	<p>(i) The company may exercise the powers of paying commissions to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any Shares or Debentures of the Company, or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for Shares or Debentures of the Company conferred by the relevant provisions of the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by Section 40 the Act' and Rules made there under.</p> <p>(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.</p> <p>(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.</p>

10.	The Company may on any issue of shares subject to Applicable Laws pay a reasonable sum for brokerage.	Payment of Brokerage
	SHARES	
11.	The shares in the capital shall be numbered progressively according to their several denominations, provided, however, that the provision relating to progressive numbering shall not apply to the shares which are dematerialized or may be dematerialized in future or issued in future in dematerialized form. Except in the manner hereinbefore mentioned, no share shall be sub-divided. Every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.	Shares to be numbered progressively and to be subdivided
12.	Subject to the provisions of the Act and these Articles, the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par and at such times as the Board may from time to time think fit. The Directors shall have regard to the restrictions on the allotment of shares imposed by Section 39 and 40 of the said Act in so far as those restrictions may be applicable to the Company.	Shares at the disposal of the Directors
13.	Subject to the provisions of the Act and these Articles, the Board may allot and issue shares in the capital of the Company as payment for any property sold or transferred or for services rendered to the Company in the conduct of its business or otherwise for consideration other than cash and any shares which may be so issued shall be deemed to be paid up shares to the extent of such consideration as may be decided by the terms of issue of such shares.	The Board may issue Shares as paid-up for consideration other than cash
14.	An application signed by or on behalf of an applicant for shares in the Company followed by an allotment of any shares therein shall be an acceptance, of the shares and every person who thus or otherwise accepts any shares and whose name is on the Register shall be a shareholder of the company.	Acceptance of shares
15.	The money (if any) which the Director shall on allotment of any shares being made by them require or direct to be paid by way of deposit, call or otherwise in respect of any share, shall immediately on allotment of such shares become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by him accordingly.	Deposit and Calls etc. to be a debt payable immediately
16.	If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by installment, every such installment shall, when due, be paid to the Company by the person(s) who, for the time being and from time to time, shall be registered holder(s) of the share or their heir, executors, administrators and legal representatives.	Installments on shares to be duly paid
17.	Except as ordered by a Court of competent jurisdiction or as may be required by law the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or whose name appears as the beneficial owner of shares in the records of the Depository, as the absolute owner thereof and accordingly shall not be bound to recognize 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 except as provided in Section 89 of the Act'.	Company not bound to recognize any interest in share other than that of registered holder

		CERTIFICATES
Certificates	18.	<p>a) Certificates of title to shares shall be issued under the seal of the Company if any which shall be affixed in the presence of and signed by two Directors duly authorised by the Board, one of whom shall be a person other than the Managing or Whole-time Director, and the Secretary or some other person authorised by the Board for the purpose if so required by the Board as per Rule 5 of Companies (Share Capital & Debentures) Rules 2014.</p> <p>b) A Director may sign a share certificate by affixing his signature thereon by means of any machine equipment or other mechanical means such as engraving in metal or lithography or digitally signed but not by means a rubber stamp provided however, that notwithstanding anything contained in these Articles, the certificate of title to shares may be executed and issued in accordance with such other provisions of the Act or the rules made there under as may be in force for the time being and from time to time. The certificates shall be made out in favour of not more than four persons.</p> <p>Provided however that no share certificate(s) shall be issued for shares held in dematerialised from so long as they remain dematerialized.</p>
Dematerialisation/ Rematerialisation	19.	The Company shall be entitled to dematerialise its existing shares and rematerialise its shares, held in Depositories and/or offer fresh shares held in a dematerialised from, pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any.
Members right to certificate	20.	<p>Every member shall be entitled free of charge to one certificate for all the shares of each class registered in his name and if he sells part of the holding, to one certificate for the balance, or he may (upon paying such fee as the Directors may from time to time determine but not exceeding the provisions of the Act and the Rules made thereunder) have several certificates each for one or more share(s) only upon surrender to the Company of the certificate in lieu of which it is issued. The Company shall within two months after the allotment of any shares, debentures or debenture stock or within one month after the application for the registration of the transfer of any share, debentures or debenture stock, complete and have ready for delivery the certificates of all shares, debentures and or debenture stock, allotted or transferred as the case may be, unless the conditions of issue of the shares, debentures or debenture stock, allotted or transferred, as the case may be, otherwise provide.</p> <p>Every certificate of share shall specify the numbers and denote the number of the shares in respect of which it is issued and the amount paid up thereon.</p>
Split Shares	21.	Notwithstanding anything contained in any other Articles hereof the Board may refuse any application for subdivision of any Share Certificate into certificates of denominations otherwise than in marketable lot except where such sub-division is required to be made for compliance with any law or order or a decree of a court or on the direction of a Stock Exchange on which the Company's shares are or may be listed. Provided nevertheless that the Board at its own discretion and in exceptional circumstances and for avoiding any hardships or for any just and sufficient cause (on each of which the Board's decision shall be final and conclusive) accept any application for sub-division of Share Certificate into certificates of denominations of otherwise than in marketable lot.

22.	If any certificate is lost or destroyed or mutilated or torn or has no further space on the reverse thereof for endorsement of transfer then (i) in case of lost or destroyed certificate(s), upon proof to the satisfaction of the Board of Directors as to its loss or destruction and on execution of such indemnity as the Board deems adequate and (ii) in any other case, upon surrender of the certificate to the Company, a new certificate in lieu thereof shall be issued to the party entitled to such certificate. Any new or renewed certificate may be marked as such. Every certificate under this Article shall be issued on payment of an amount not exceeding rupees fifty or as may be determined by the Board and prescribed under the Act from time to time, for each certificate. The Company shall issue duplicate share certificate(s) within 15 days from the date of submission of complete documents with the Company as per Rule 6(2) (c) of Companies (Share Capital & Debenture) Rules 2014.	Issue of renewed or duplicate share certificate(s)
23.	In case of shares registered in the names of two or more persons the certificate shall be sent to the first named shareholder.	To which of joint holder certificate to be issued.
24.	If any shares stand in the name of two or more persons the person first named in the register shall as regards receipt of dividends or bonus or services of notice and all and any other matters connected with the Company and the rights of the shareholders (except with regard to the transfer or transmissions of shares) be deemed to be the sole holder thereof.	The first name of Joint holder deemed sole-holder
25.	The Board shall comply with the Rules, Regulations and requirements of any Stock Exchange with which the Company's shares are listed and with the Rules made under the Securities Contracts Regulations Act, 1956 and any other Act or Rules applicable relating to the issue of certificates.	Compliance with stock exchange regulations
TRANSFER AND TRANSMISSION OF SHARES		
26.	The Company shall cause to keep a book called, 'The Register of Transfers' and therein shall enter fairly and distinctly all the particulars of every transfer or transmission of any share(s).	Register of Transfer
27.	The instruments of transfer of any share shall be in writing and all the provisions of Section 56 of the Companies Act, 2013 and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of shares and the registrations thereof.	Instrument of Transfer
28.	Subject to the provisions of the Act or any statutory modification of the said provisions for the time being in force and subject to the provisions of section 21 of the Securities Contracts (Regulation) Act, 1956 the Directors may decline to register or acknowledge any transfer of shares and in particular may so decline any case in which the Company has a lien upon the shares or any of them or whilst any moneys in respect of the shares desired to be transferred or any of them remain unpaid or unless the transferee is approved by the Directors and such refusal shall not be affected by the fact that the proposed transferee is already a member. The registration of a transfer shall be conclusive evidence of the approval by the Directors of the Transferee. Provided that registration of a transfer shall not be refused on the	Director may refuse to register, Transfer or Transmission

		ground of the transferor being either alone or jointly with any other person or persons, indebted to the Company on any account whatsoever except a lien.
Instrument of Transfer to be left at office as evidence of title given.	29.	Every instruments of transfer duly executed and stamped shall be left at the registered office or the office of the registrar and transfer agent for registration accompanied by the certificate for the shares to be transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.
When instruments of Transfer to be retained	30.	All instruments of transfer shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same. The Directors may cause to be destroyed all transfer deeds lying with the Company after such period as they may determine.
Transmission of shares	31.	<p>(i) On the death of a member including a joint holder, the heirs, executors, administrators or legal representatives of the member (hereinafter called successor or successors) shall be the only persons recognised by the Company as having title to his interest in the shares.</p> <p>(ii) On the death of a member who was the first named joint holder on the Register of Members, his successor if he is single or one of his successors, if they are more than one as may be jointly nominated by his successors, shall be substituted as the first named joint holder in his place. The surviving joint holder or holders shall continue to be recorded as second or subsequent named joint holder or holders after such successor or successors.</p> <p>(iii) On the death of a member who was recorded as joint holder after the first named joint holder, his successor or successors shall be substituted and recorded in the same sequence after the first named joint holder.</p> <p>(iv) The Register and Index of Beneficial Owners received from a Depository in respect of dematerialized shares shall be maintained and corrected as per the provisions of this Article and the rights and obligations of joint holders as members including voting rights and right to dividends shall be governed by these Articles.</p> <p>(v) Nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.</p> <p>(vi) Before recognizing any heir, executor or administrator the Board may require him to obtain a Grant of Probate or other legal representation as the case may be, from some competent court in India and having effect in Assam. Provided nevertheless that in any case where the Board, in their absolute discretion think fit shall be lawful for the Board to dispense with the production of Probate or Letters of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Board, in their absolute discretion, may consider adequate.</p>
Transfer of shares in joint names	32.	No Share held in the names of two or more persons shall be transferred except upon the signature of all joint holders of the share for the time being and all acts required to be done by the holder of a share relative to the transfer thereof shall be required to be done in respect of a share held in the names of two or more persons by all the persons in whose names the share is held for time being. Nothing herein stated shall however, entitle any one or more joint holders of a share to transfer his/their interest in the share without the transfer of the share as a whole.
Title to shares	33.	Any person becoming entitled to shares in consequence of the death, lunacy or insolvency of any member upon producing proper evidence of the grant of Probate or Letters of Administration or Succession Certificate or such other evidence that he sustains the

	character in respect to which he proposes act under these Articles or of his title, as the Directors think sufficient, may with the consent of the Directors be registered as member in respect of such shares or may, subject to the regulations as to transfer hereinbefore contained, transfer such share.	
34.	Every request for the registration of the transmission of a share shall be verified in such manner as the Directors may require and the company may refuse to register any such transmission until the same be so verified or until and unless an indemnity be given to the Company with regard to such registration which the Directors in their discretion shall consider sufficient provided that there shall not be any obligation on the Company or the Directors to accept any indemnity.	Board may require evidence of transmission
35.	No fee shall be charged by the company in respect of the registration of transfer or transmission of any shares or debentures or for the registration of any Power of Attorney, Probate, Letters or Administration of similar documents.	Fee on transfer or transmission
36.	Nothing contained in the foregoing Articles shall apply to the transfer of security effected by the transferor and the transferee both of whom are entered as beneficial owners in the records of a Depository.	Transfer of Securities on the Depository.
37.	The provisions of these Articles shall mutatis mutandis apply to the transmission of the right to debentures of the Company.	Transmission of debentures.
38.	The Company if at any time issues debentures, shall keep a Register and Index of Debenture holders with details of debentures held in material and dematerialised forms in any media (including electronic media) as may be permitted by law. The Register and Index of Beneficial Owners maintained by a Depository under section 11 of the Depositories Act shall be deemed to be the Register and Index of Debenture holders holding debentures in a dematerialised form for the purpose of the Act. The Company shall have the power to keep in any State or country outside India a Branch Register of Debenture holders resident in that State or Country.	Register and Index of Debenture holders.
39.	Save as permitted by sections 68 to 70 of the Act, the Company shall purchase its own shares or other specified securities out of (i) its free reserves; or (ii) the securities premium account, or (iii) the proceeds of any shares or other specified securities, or (iv) otherwise specified by law for the time being in force.	Buy back of Shares and Securities.
	CALLS AND LIENS	
40.	All calls shall be made on a uniform basis on all shares falling under the same class. Shares of the same nominal value on which different amount have been paid up shall not be deemed to fall under the same class. A call may be made payable by installments.	Calls.
41.	The Directors may from time to time at their discretion extend the time fixed for the payment of a call and may extend such times to all or any of that shareholders who in the opinion of the Directors may fairly be entitled to such extension but no shareholder shall be entitled to such extension save as a matter of grace and favour.	Directors may extend time.
42.	The Company may accept from any member, the whole or a part of the amount remaining unpaid on any shares held by him, even if no part of that amount has been called up.	Company to accept unpaid capital though not called up

		However that, such member shall not be entitled to any voting rights in respect of the amount paid by him until the amount has been called up.
Payment in advance of calls	43.	Any amount paid up in advance of calls on any shares shall not in respect thereof confer a right to dividend or to participate in the profits.
Proof	44.	On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the member is entered in the Register as the holder of the shares in respect of which such debt accrued, and that the resolution making a call is duly recorded in the minute book and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matter whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt.
	45.	A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.
	46.	<p>Not less than fourteen days' notice of any call or any other number of days' notice as may be prescribed by the Act and the Rules thereto shall be given specifying the time and place of payment and to whom such call shall be paid.</p> <p>i. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate prescribed in the Act and the Rules thereto or at such lower rate, if any, as may be fixed by the Board.</p> <p>ii. The Board shall be at liberty to waive payment of any such interest wholly or in part.</p> <p>In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</p>
Lien.	47.	Fully paid shares shall be free from all liens. The Company's lien on party paid up shares shall be restricted to moneys called or payable at a fixed time in respect of such shares.
		FORFEITURE OF SHARES
Forfeiture for non-payment of calls	48.	If any member fails to pay any call or installment on or before the day appointed for the payment of the same, the Board may, at any time thereafter during such time as the call or installment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
Notice after forfeiture	49.	When any share has been forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice.
Arrears to be paid notwithstanding forfeiture	50.	Any member whose share(s) shall have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, installments, interest and expenses owing on or in respect of such shares at the time of the forfeiture together with interest thereon from the time of the forfeiture until the date of payment at a rate to be determined by the Board of Directors and the Board of Directors may enforce the payments of such monies or any part thereof if it thinks fit , but shall not be under any obligation to do so.

51.	Any purchaser or allottee of forfeited shares shall not (unless by express agreement) be liable to pay any calls, amounts installments, interest and expenses owing to the Company prior to such purchase or allotment nor shall be entitled (unless by express agreement) to any dividends, interest or bonus accrued or which might have accrued upon the share before the time of completing such purchase or before such allotment.	Title of purchaser and allottee of forfeited share
52.	Neither a judgment nor a decree in favor of the Company for calls or other monies due in respect of any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall at anytime be due from any member in respect of any share either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any money shall preclude the company from thereafter and at any time during the proceeding to enforce a forfeiture of such share(s) as herein provided.	Partial payment not to preclude forfeiture
53.	<p>i. Article 17 shall apply to debentures in the same manner in which it applies to shares and the words "Register of Members" wherever it appears in Article 17 shall be substituted for the words 'Register of Debenture holder and the words 'share/shares' shall be subtitled by the words debenture/debentures.</p> <p>ii. Articles 21 and 22 shall apply to debentures in the same manner in which it applies to shares.</p>	Applicability of the provisions of the Articles of Association to Debentures and other securities
	GENERAL MEETING	
54.	No resolution submitted to a meeting by the Chairman of the meeting, shall be discussed or put to vote until the same has been proposed by a member present and entitled to vote at such meeting and seconded by another member present and entitled to vote at such meeting.	Business confined to the election of Chairman while chair vacant
55.	No member shall be entitled to demand a poll if any calls or other sums presently payable by him in respect of any shares registered in his name have not been paid or in regard to which the Company has exercised any rights or lien.	Member not entitled to vote will not be entitled to demand a poll
56.	The Chairman of any meeting shall be the judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.	Chairman to be the sole judge of the validity of the vote rendered at poll
	VOTING RIGHTS	
57.	A member may exercise his vote at a meeting by electronic means in accordance with the Act.	Votes of members
58.	A depository as a registered owner shall not have any voting rights in respect of shares held by it in a dematerialized form. However, the beneficial owner as per the Register of Beneficial Owners maintained by a Depository shall be entitled to such rights in respect of the shares or securities held by him in the Depository. Any reference to the member or joint members in the Articles includes a reference to the beneficial owner or the joint beneficial owner in respect of the shares held in a Depository.	Voting 'Rights of Beneficial Owner/Joint Beneficial Owner'

Nomination	59.	<p>(a) Every holder of shares in or holder of debentures of the Company may, at any time, nominate, in the prescribed manner, a person to whom his shares in, or debentures of the Company shall vest in the event of his death.</p> <p>(b) Notwithstanding anything contained in any other law for the time being in force or in these Articles or in any disposition, whether testamentary or otherwise, in respect of such shares in or debentures of the Company, where a nomination made in the prescribed manner under the Act purports to confer on any person the right to vest the shares in, or debentures of the Company, the nominee shall on death of the shareholder or debenture holder concerned or on the death of all the joint holders as the case may be become entitled to all the rights in relation to such shares in or debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the manner prescribed under the Act.</p> <p>(c) Where the nominee is a minor, the holder of the shares or holder of the debentures can make a nomination to appoint in the prescribed manner, any person to become entitled to the shares in, or debentures of the Company, in the event of his death, during the minority.</p> <p>(d) Notwithstanding anything contained in these Articles, any person who becomes a nominee may, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect either.</p> <p>i. To be registered himself as holder of the share(s) or debentures as the case may be or.</p> <p>ii. To make such transfer of the shares or debenture(s) as the deceased shareholder or debenture holder, as the case may be, could have made.</p> <p>(e) If the nominee elects to be registered as holder of the share or debenture, himself, as the case may be he shall deliver or send to the Company a notice in writing signed by him stating that he co-elects and such notice shall be accompanied with the death certificate of the deceased shareholder or debenture holder, as the case may be.</p> <p>(f) A nominee shall be entitled to the dividend on shares and other advantages to which he would be entitled as if he was the registered holder of the share or debenture. Provided that he shall not, before being registered as a member, be entitled to exercise any right conferred by membership in relation to meetings of the Company.</p> <p>Provided that the Board of Directors of the Company may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the shares or debentures and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the shares or debentures until the requirements of the notice have been complied with.</p>
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60.	Any person becoming entitled to share by reason of death, lunacy or insolvency of a holder may vote in General Meeting in respect thereof in the same manner as if he was the registered members, holder of such-shares provided that at least forty eight hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall have satisfied the Directors of his right to such share unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof. If more than one person be entitled to the share by reasons of the death, lunacy or insolvency and if the names of such person be noted in the Register than all jointly shall only be entitled to exercise the rights and vote in respect of the share while if their names be entered in the Register in respect of the share, the person whose name is first entered in the Register shall exercise the right and vote in respect of the share.	Vote in respect of shares of deceased or insolvent
61.	Any instrument of appointment shall be confined to the object of appointing as attorney or proxy or substitute and shall remain permanently or for such time as the Directors may determine, in the custody of the Company.	Custody of instruments of proxy
DIRECTORS		
62.	Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than three and not more than fifteen. The Company may appoint more than fifteen directors after passing of a special resolution in this regard.	Number of Directors
63.	Directors shall not be required to hold any qualification shares.	Qualifications of Directors
64.	Composition of the Board shall be in accordance with the provisions of Section 149 of the Act and other Applicable Laws. Provided that where there are temporary gaps in meeting the requirements of Applicable Laws pertaining to composition of Board of Directors, the remaining Directors shall (a) be entitled to transact the business for the purpose of attaining the required composition of the Board; and (b) be entitled to carry out such business as may be required in the best interests of the Company in the meantime.	
65.	<p>Each Director shall be paid out of the funds of the Company by way of remuneration of his services for attending meetings of the Board or Committee of the Board such fee as may be decided by the Board of Directors but not exceeding the limits provided under the Act from time to time and the rules framed there under.”</p> <p>The Director shall be entitled to be paid reasonable travelling, hotel and other expenses incurred by them in attending meetings of the Board or any Committee thereof.</p>	Remuneration of Directors
66.	Subject to the provisions the Act, if any Director is called upon to go or reside out of his usual place of business on the Company's business or otherwise perform extra service or make special exertion or effort, the Board may arrange with such Director for such special remuneration for such extra service or special exertion on effort either by a fixed sum otherwise as may be determined by the Board subject to the provisions of the Act, and such remuneration may be either in addition to or in substitution for his remuneration above provided.	Special Remuneration

Retirement of Directors	67.	<p>At every Annual General Meeting of the Company such numbers of Director as prescribed under the Act' other than Managing or Whole Time Director(s) shall retire by rotation.</p> <p>The Company at the same General Meeting or any adjournment thereto, at which a Director retires in the manner aforesaid may fill up the vacated office by electing a person thereto and in default the retiring Director shall be deemed to have been re-elected unless at such meeting it is expressly resolved not to fill up such vacated office.</p>
Appointment of an Alternate Director	68.	<p>Board may appoint an Alternate Director to Act for a Director during his absence for a period of not less than three months from his State in which meetings of the Board are ordinarily held and such appointment shall have effect and such appointee, whilst he holds office as an Alternate Director shall be entitled to notice of meetings of the Board and to attend and vote thereat accordingly, but shall ipso facto vacate office if and when the original Director returns to the State in which meetings of the Board are ordinarily held or the original Director vacates office as a Director.</p>
Appointment of Additional Director	69.	<p>The Board shall have the power at any time, and, from time to time to appoint a person as an Additional Director pursuant to Section 161 of the Act; provided that the number of Directors and Additional Directors together shall not at any time exceed the maximum strength fixed for the Board by Article 63 of these Articles.</p>
Appointment of Director by Finance Corporation etc.	70.	<p>Where any, investment or finance corporation or any other Corporation or Bank or the Central or State Government make loans to or give guarantees to secure the obligations of the Company any such body shall be entitled to appoint a Director or Directors of the Company if that be agreed to as a condition of the grant of the loan or giving of such guarantee. The provision of the Articles as to retirement of Director shall not apply to the directors to appoint. The Directors so appointed shall have the same power and privileges as other directors of the Company. The said Directors shall hold office at the pleasure of and shall be removable or substituted by another person by any such Corporation, Bank or Government. In addition to the Directors' fee provided in these articles, such Directors shall be paid such travelling and other expenses etc., for attending the Board Meeting as may be provided under' the rules of the Corporation, Bank or Government which they represent, such appointment or removal shall by notice in writing to Company.</p>
Managing Director(s) and Whole-time Director(s)	71.	<p>i. The Directors may from time to the subject to the provisions of sections 196, 197, 198 & 203 of the Act and such approvals as may be required under the Act' appoint a Managing Director, or Managing Directors, or Whole time Directors of the Company for a term not exceeding five years at a time and from time to time subject to the provision of any contract between the Company and him or them or remove or</p>

	<p>dismiss him or them from office and appoint another and other in his or other place or places.</p> <p>ii. The Managing Director or the Managing Directors or Whole-time Director(s) while he or they continue to hold that office shall subject to the provisions of the Act' not be liable to retire by rotation but he or they shall be subject to the same provisions as to resignation or removal as the other Directors of the Company subject to provision of the proviso hereto, he or they shall cease to be the Managing Director(s) or Whole-time Director(s) if he or they cease to hold the office of Director(s) for any cause. If any time the total number of Managing Director(s) and Whole-time Director(s) is more than one third of the total members of Directors, the Managing Director and Whole-time Director who shall not retire shall be determined by and in accordance with their respective seniority. For the purpose of this Articles the seniorities of the Managing Director and Whole time Director shall be determined by the date of their respective appointments as Managing Director and Whole-time Director by Board.</p> <p>iii. The Board of Directors may from time to time subject to the provisions of the Act' entrust to or confer upon the Managing Director(s) or Whole-time Director(s) for time being such of the power(s) exercisable the Directors under these presents or by law, as they think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient any they may confer such powers either collaterally with or to the exclusion of or in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, or vary all or any of such powers.</p>	
72.	<p>Subject to applicable law, a Director or any Related Party as defined in Section 2 (76) of the Act or other Applicable Law may enter into any contract with Company for the sale, purchase or supply of any goods, materials, or services, or other contract involving creation or transfer of resources, obligations or services, subject to such sanctions as required by applicable law. Unless so required by applicable law, no sanction shall, however, be necessary for any contracts with a related party on entered into on arm's length basis. Where a contract complies with such conditions or indicia of arms length contracts as laid down in a policy on related party transactions framed by the Board and approved by a general meeting, the contract shall be deemed to be a contract entered into on arm's length basis.</p>	Contracts with Directors or Related Parties
73.	<p>The Company shall keep at its Registered Office a register containing the particulars of its Directors and Key Managerial Personnel or such other officer as may be prescribed under the Act, Rules and other Applicable Law, which shall include the details of Securities held by each of them in the Company or its holding, subsidiary, subsidiary of Company's holding Company or associate companies in accordance to Section 170 of the Act and applicable law.</p>	Register of Directors and Key Managerial Personnel

		DEBENTURE DIRECOTRS
74.	Debenture Directors	Any trust deed for securing debentures or debenture stock may if so arranged, provide for the appointment from time to time by the trustees thereof or by the holders of the debentures or debenture stock of any person to be a Director or Directors of the Company and may empower such trustees or holders of debentures or debenture stock from time to time to remove any Director appointed. A Director appointed under this Clause is hereinafter referred to as a "Debenture Director".
75.	Qualification	A Debenture Director shall not be required to hold any qualification shares and shall not be liable to retire by rotation. The trust deed may contain such ancillary provisions relating to the Management of the Company or otherwise may as be arranged between the Company the trustees and all such provisions shall have effect not withstanding any of the other provisions herein contained.
		PROCEEDINGS OF THE BOARD
76.	Meeting of Board and quorum	<p>The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit, provided that a meeting of the Board of Directors shall be held at least once in every four months and at least four such meetings shall be held in every year. The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher. Provided that where at any time the number of interested Directors exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of the Directors who are not interested, present at the meeting being not less than two shall be the quorum during such time.</p> <p>A meeting of the Board shall be called by giving not less than seven days' notice in writing to every director at his address registered with the company and such notice shall be sent by hand delivery or by post or by electronic means.</p> <p>The notice of the meeting shall inform the Directors regarding the option available to them to participate through Electronic Mode, and shall provide all the necessary information to enable the Directors to participate through such Electronic Mode.</p> <p>Subject to the provisions of Section 173(2) of the Act and Applicable Laws, the Directors may participate in meetings of the Board otherwise than through physical presence, by Electronic Mode as the Board may from time to time decide and the Directors shall be allowed to participate from multiple locations through modern communication equipments for ascertaining the views of such Directors who have indicated their willingness to participate by such Electronic Mode, as the case may be.</p>
		BORROWING POWERS
77.	Condition on which monies may be borrowed	Subject to sections 73, 185 and 186 of the Act' the Board of Director may from time to time raise or borrow or secure the repayment of any sum or sums in such manner and upon such terms and conditions in all respects as they think fit and

	<p>in particular by the issue of bonds perpetual or redeemable debentures or debenture stock or any mortgage charge or other security on the undertaking of the whole or any part of the property of the company (both present and future) including its uncalled capital for the time being.</p> <p>The Board shall exercise such power only by means of resolution passed at their meeting and not by circular resolution.</p>	
78.	<p>Debentures, debenture stock, bonds or other securities may be made assignable free from any equities between the company and the person to whom the same be issued.</p>	Debenture
79.	<p>Any debenture stock, bonds or other securities may be issued at a discount premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any special privileges as to redemption, surrender, drawings, allotment of shares, appointment of Directors and otherwise provided however, that no debentures with the right to conversion into or allotment of shares shall be issued except with the consent of the Company in General Meeting.</p>	Securities may be assignable and issued at a discount or with special privilege
80.	<p>If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Board of Directors may make calls on such shares for keeping the money so collected in trust for the person in whose favour such mortgage or security is executed.</p>	Mortgage of uncalled capital.
	POWERS OF DIRECTORS	
81.	<p>Subject to the provisions of the Act' the control of the Company shall be vested in the Board which shall be entitled to exercise such powers and to do all such acts, matters, deeds and things that the Company is authorized to exercise and do.</p> <p>Provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by this or any other Act or by the Memorandum or Articles of the Company or otherwise, to be exercised or done by the Company in General Meeting.</p> <p>Provided further that in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions contained in that behalf in the Act' or any other Act, or in the Memorandum or Articles of the Company, or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in General Meeting.</p>	General Power of Company vested in the Board
82.	<p>No regulation made by the Company in General Meeting shall, however, invalidate any prior act of the Board which would have been valid if that regulation had not been made.</p>	
83.	<p>The Board may, subject to applicable laws, also give a loan to a Director or any entity in which the Director is interested. Where any sum of money is payable by a Director, the Board may allow such time for payment of the said money as is acceptable within customary periods for payment of similar money in contemporaneous commercial practice. Grant of such period for payment shall not be deemed to be a "loan" or grant of time for the purpose of sec 180 (1) (d) of the Act and applicable laws.</p>	Power of the Board to grant Loans to Directors
84.	<p>Subject to the provisions of the Act' and rules made thereunder, the Board shall have the following powers:</p>	Powers of the Board

		To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
		To purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit and to sell let, exchange or otherwise dispose of absolutely or conditionally any part of the property, privileges and undertakings of the Company upon such terms and conditions and for such consideration as they may think fit.
		At their discretion to pay for any property, rights, privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
		To make, draw, endorse, sign, accept, negotiate and give all cheques, bill of lading, drafts, orders, bills of exchange, Government of India and other promissory notes and other negotiable instruments required in the business of the Company.
		To secure the fulfillment of any contracts, agreements or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they may think fit.
		Subject to any agreement to appoint and at their discretion remove or suspend such agents, managers, officers, clerks and servants for permanent, temporary or special service as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.
		To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes, and to execute and do all such deeds documents and things as may be required in relation to any such trust and to provide for the remuneration of such trustee or trustees.
		To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.
		To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.
		To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

	To act on behalf of the Company in all matters relating to bankrupts and insolvents.	
	To determine who shall be entitled to sign on Company's behalf, bills, notes, receipts, acceptances, endorsement cheques, releases, contracts and documents.	
	From time to time to provide for the management of the affairs of the Company either in different parts of India or elsewhere in such manner as they think fit and in particular, to establish branch offices and appoint any persons to be the Attorneys or Agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit.	
	To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities (not being shares in this Company) and in such manner as they may think fit, and from time to time to verify or realize such investments.	
	To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provision as shall be agreed on.	
	To give any person employed by the Company, a commission on the profits of any particular business or transaction or a share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company.	
	From time to time make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and servants.	
	To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company.	
	To establish, maintain support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business; to give pensions, gratuities or charitable aid to any person or persons who have served the Company or to the wives, children or dependants of such person or persons, that may appear to the Directors just or proper, whether any such person, his widow, children or dependants have or have not a legal claim upon the Company.	
	Before recommending any dividends to set aside portions of the profits of the Company to form a fund to provide for such pensions, gratuities or compensation; or to create any Pension Fund, Provident Fund or Benefit Fund in such or any other manner as the Directors may deem fit.	
	To make and alter rules and regulations concerning the time and manner of payment of the contributions of the employees and the Company respectively to any such Fund and the accrual, employment, suspension and forfeiture of the benefits	

		of the said Fund and the application and disposal thereof and otherwise in relation to the working and management of the said Fund as the Directors shall from time to time think fit.
		To delegate all or any of the powers hereby conferred upon them to a Managing Director and Whole-time director as they may from time to time think fit.
		MANAGER
Manager	85.	<p>(i) The Directors may from time to time subject to the provisions of sections 196, 197, 198 & 203 of the Act and such approvals as may be required under the Act' appoint a Manager of the Company for a term not exceeding five years at a time and from time to time subject to the provision of any contract between the Company and him or remove or dismiss him from office and appoint another in his place.</p> <p>(ii) Provided the Company shall not appoint or employ at the same time a Managing Director and a Manager.</p> <p>(iii) The Board of Directors may from time to time subject to the provisions of the Act' entrust to or confer upon the Manager for time being such of the power(s) exercisable by the Directors under these presents or by law, as they think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient any they may confer such powers either collaterally with or to the exclusion of or in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, or vary all or any of such powers.</p>
		DIVIDENDS
Dividend	86.	The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
Effect of Transfer	87.	A transfer of shares shall not pass the right to dividend declared thereon before the registration of the transfer.
Retention in certain cases.	88.	The Director's may retain the dividends payable upon shares in respect of which any person is under Articles 27 to 31 entitled to become a member or which any person mentioned in said clauses is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same.
	89.	Subject to the provisions of Section 123 of the Act' no dividend shall be payable except out of the profits of the Company and no dividend shall carry interest against the Company.
		SERVICE OF DOCUMENTS
	90.	A document or notice may be served or given by the Company on any member either personally or sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him or by way of any electronic transmission, as prescribed in Section 20 of the Act and Applicable Law made thereunder.

	A document or notice advertised in a newspaper circulating in the neighborhood of the registered office of the Company shall be deemed to be duly served or sent on the day on which the advertisement appears to every member who has no registered address in India and has not supplied to the Company an address within India for serving of documents on or the sending of notices to him.	
91.	It shall not be necessary to give notice of General Meetings to any person entitled to a share by transmission unless such person shall have been duly registered as a member of the Company.	
	SECRECY	
92.	<p>Every Director, Manager, Secretary, Trustee of the company, its member, debenture holders, Members of a committee, officer, servant, agent, as other person employed in as about the Business of the Company shall, if so required by the Board before entering upon his duties, sign a declaration pledging himself as serve a strict secrecy with respect to all transaction of the company with its customers and state of accounts with individuals and in matter relating thereto, and shall by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge with disclose of his duties except when required to do so by the Board and by a court of law and except so far as may be necessary in order to comply with any provision in these articles contained.</p> <p>No member or other person (not being a Director) shall be entitled to enter upon the property of the company or to inspect as examine the company's premises as properties of the company without the permission of the Board to require discover of any information with respect to any detail of the trading of the company or any matter which is as may be in the nature of a trade secret, or secrete provision of any matter whatsoever which may relate to the conduct of the business of the company and which is the opinion at the Board it will be inexpedient in the interest of the company to communicate.</p>	Secrecy
	INDEMNITY	
93.	Subject to the provisions of the Act' every Director, Manager or Managing Director (whether an officer of the Company or not) employed by the Company and Secretary shall be indemnified out of the funds of the Company against all liabilities incurred by him as such Director, Manager, Managing Director, Officer or secretary.	
94.	Subject to the provisions of the Act' no Director, Secretary or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other director, secretary or other officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to or incurred by the Company through the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested or for loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or Company to or with whom any monies, securities or effects shall be entrusted or for any loss occasioned by any error of judgment, omission, default or oversight on his part for any other loss damage or misfortune whatever, shall happen in the execution of the duties of office or in relation, thereto unless the same shall happen through his own dishonesty.	Individual responsibility of Director
	SEAL	
95.	The Company shall have a Common Seat and the Board of Directors shall provide for the safe custody thereof, unless otherwise required by the Act and the rules framed thereunder. The Seal shall not be affixed	Seal

		to any instrument except by the authority of a resolution of the Board and except in the presence of at least one Director and the Secretary or such other person as the Board may appoint for the purpose, and such Director and Secretary or such other person as aforesaid shall sign even instrument to which the seal of the Company is so affixed in their presence.
		MISCELLANEOUS
Calls of Shares	96.	An option or right to call of shares may be given only to a person with the sanction of the Company in General Meeting.
Applicability of the Act to matters not covered by the Articles	97.	Save as provided hereinabove in respect of any matter not covered by or under these Articles, the provisions of the Act with such statutory modification(s), rules, regulations or amendments, as may for the time being be in force, shall apply.
Residual Authority	98.	Wherever in the Act it is provided that the Company shall not have any right, privilege or authority or that the Company cannot or shall not do or permit any act, deed, matter or thing unless the Company is so authorized by its Articles in the absence of specific authority in this behalf herein or the regulations in Table "F" of Schedule I to the Act, this Article hereby specifically authorizes the Company and confers upon the Company the necessary authority for the Company to have such right, privilege or authority and to do or permit to be done such act, deed matter or thing as the case may be as though herein specially set forth and described.
Corporate Representations at meetings of companies	99.	The Managing Director or any other Director may authorise such person as it may think fit to act as the representative of the Company at any meeting of a company of which the Company is a member or creditor, including a holder of debentures, within the meaning of the Act, or at any meeting of any class of members of the company. Any person authorised as such shall be entitled to exercise the same rights and powers, including the right to vote by proxy, electronic means and by postal ballot on behalf of the Company as the Company could exercise if it were an individual member, creditor or holder of debentures of the company.
		INTERPRETATIONS
Expressions in the Act bear the same meaning in Articles	100.	All other words or expressions herein used shall, unless repugnant to the subject or context thereof bear the same meaning as in the Act or regulations contained in Table "F" of Schedule I of the Act.
Gender	101.	Words importing masculine gender include the feminine gender and vice versa.
Singular number	102.	Words importing the singular number includes the plural number and vice versa.
In writing or written	103.	"In writing" or "Written" includes words printed, lithographed or otherwise represented or reproduced by any mode in a visible form.