

**STERLITE TECHNOLOGIES LIMITED**

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**THE COMPANIES ACT, 1956**

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**COMPANY LIMITED BY SHARES**

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**MEMORANDUM AND ARTICLES OF ASSOCIATION**





सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

PCNTDA Green Building,BLOCK A, 1st & 2nd Floor Near Akurdi Railway Station,Akurdi, Pune, Maharashtra, India, 411044

Corporate Identity Number: L31300PN2000PLC202408

SECTION 12(5) OF THE COMPANIES ACT, 2013

**CERTIFICATE OF REGISTRATION OF THE ORDER OF REGIONAL DIRECTOR CONFIRMING TRANSFER OF  
THE REGISTERED OFFICE WITHIN THE SAME STATE**

"M/s STERLITE TECHNOLOGIES LIMITED"having by Special Resolution altered the provisions of its Memorandum of Association with respect to the place of the registered office by changing it from the jurisdiction of RoC - Mumbai, Mumbai to the jurisdiction of RoC - Pune, Pune and such alteration having been confirmed by an Order of the Regional Director and Form INC-22 filed in this office on 04/12/2020.

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

Given under my hand at Pune this Sixth day of July Two thousand twenty-one CHEREDDY JAGANADH REDDY.

DS Ministry  
of corporate  
affairs 7

CHEREDDY JAGANADH REDDY

Registrar of Companies  
RoC - Pune

Mailing Address as per record available in Registrar of Companies office:

STERLITE TECHNOLOGIES LIMITED

4th Floor, Godrej Millennium, Koregaon Road 9,, STS 12/1, pune, Pune, Maharashtra, India,  
411001





GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Mumbai

Everest ,100,Marine Drive,null,Mumbai,Maharashtra,INDIA,400002

Corporate Identity Number : L31300MH2000PLC269261

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certification of Registration of Regional Director order for Change of State

M/s STERLITE TECHNOLOGIES LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Dadar Nagar Haveli to the Maharashtra and such alteration having been confirmed by an order of ., REGIONAL DIRECTOR ( NWR ) AHMEDABAD bearing the date 06/10/2015.

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

Given under my hand at Mumbai this Sixteenth day of October Two Thousand Fifteen.

RAJENDER SINGH MEENA  
Deputy Registrar of Companies  
Registrar of Companies  
Mumbai

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Mailing Address as per record available in Registrar of Companies office:

STERLITE TECHNOLOGIES LIMITED  
E1, MIDC Industrial Area, Waluj,  
Aurangabad - 431136,  
Maharashtra, INDIA





भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, गुजरात, दादरा एवं नगर हवेली

कम्पनी अधिनियम, 1956 की धारा 18(3)  
राज्य परिवर्तित करने के संबंध में, कम्पनी विधि बोर्ड के आदेश के पंजीकरण से संबंधित प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L31300DN2000PLC000340  
मैसर्स STERLITE TECHNOLOGIES LIMITED

ने अपने विशेष विनिश्चय द्वारा, इसके पंजीकृत कार्यालय को महाराष्ट्र राज्य से दादर एवं नगर हवेली राज्य में स्थानान्तरित करने के निमित्त अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है और इस परिवर्तन की पुष्टि

WESTERN REGION BENCH, MUMBAI

के दिनांक 29/06/2010 के आदेश द्वारा किए जाने पर,

मैं, यह सत्यापित करता हूँ कि उक्त आदेश की सत्यापित प्रतिलिपि को आज पंजीकृत कर लिया गया है।

मेरे हस्ताक्षर द्वारा अहमदाबाद में, यह प्रमाण-पत्र, आज दिनांक एक अक्टूबर दो हजार दस को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Gujarat, Dadra and Nagar Haveli

SECTION 18(3) OF THE COMPANIES ACT, 1956  
Certificate of Registration of Company Law Board order for Change of State

Corporate Identity Number : L31300DN2000PLC000340

M/s STERLITE TECHNOLOGIES LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Maharashtra to the Dadar Nagar Haveli and such alteration having been confirmed by an order of WESTERN REGION BENCH, MUMBAI bearing the date 29/06/2010.

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

Given under my hand and at Ahmedabad this First day of October Two Thousand Ten .



(KAMAL HARJANI)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies  
गुजरात, दादरा एवं नगर हवेली  
Gujarat, Dadra and Nagar Haveli

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :  
Mailing Address as per record available in Registrar of Companies office:  
STERLITE TECHNOLOGIES LIMITED  
SURVEY NO. 68/1, RAKHOLI VILLAGE, MADHUBAN DAM ROAD,  
SILVASSA - 396230,  
Dadar Nagar Haveli, INDIA

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L31300MH2000PLC125225

मैसर्स STERLITE OPTICAL TECHNOLOGIES LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स  
STERLITE OPTICAL TECHNOLOGIES LIMITED

जो मूल रूप में दिनांक चौबीस मार्च को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स  
Sterlite

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि 507 (अ) दिनांक 24.6.1985 एस्.आर.एन. A19911361 दिनांक 25/08/2007 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स STERLITE TECHNOLOGIES LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा मुंबई में आज दिनांक पच्चीस अगस्त दो हजार सात को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L31300MH2000PLC125225

In the matter of M/s STERLITE OPTICAL TECHNOLOGIES LIMITED

I hereby certify that STERLITE OPTICAL TECHNOLOGIES LIMITED which was originally incorporated on Twenty Fourth day of March Two Thousand under the Companies Act, 1956 (No. 1 of 1956) as Sterlite having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A19911361 dated 25/08/2007 the name of the said company is this day changed to STERLITE TECHNOLOGIES LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act

Given under my hand at Mumbai this Twenty Fifth day of August Two Thousand Seven.



(MILIND VITTHALRAO CHAKRANARAYAN)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

महाराष्ट्र, मुंबई  
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

STERLITE TECHNOLOGIES LIMITED  
E 1 WALUJ MIDC INDUSTRIAL AREA WALUJ DIST, AURANGABAD,  
MAHARASHTRA - 431136,  
Maharashtra, INDIA

No. 11- 125225

**FRESH CERTIFICATE OF INCORPORATION  
CONSEQUENT ON CHANGE OF NAME**

**IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,  
MUMBAI.**

In the matter of STERLITE TELECOM SYSTEMS LIMITED.

I hereby approve and signify in writing under Section 21 of the Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G.S.R. 507E dated the 24th June 1985 the change of name of the Company.

from **STERLITE TELECOM SYSTEMS LIMITED.**

to **"STERLITE OPTICAL TECHNOLOGIES LIMITED".**

and I hereby certify that **STERLITE TELECOM SYSTEMS LIMITED.**

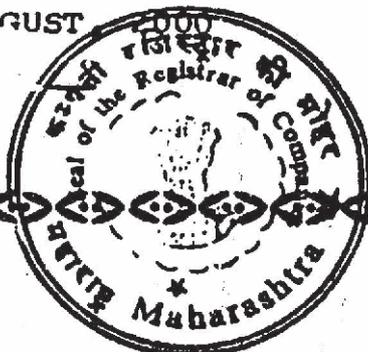
which was originally incorporated on TWENTY FOURTH day of ~~MARCH~~ <sup>MARCH 2000</sup> under the Companies Act, 1956 and under the name

**STERLITE TELECOM SYSTEMS LIMITED.** having duly passed the necessary resolution in terms of section 21/22/(1) (a)/22(1) (b) of the Companies Act, 1956 the name of the said Company is this day changed to **"STERLITE OPTICAL TECHNOLOGIES LIMITED".** and this

certificate is issued pursuant to Section 23(1) of the said Act/

Given under my hand at **MUMBAI** this **TWENTY FIRST** day of **AUGUST** 2000

~~Secretary~~



~~Secretary~~

(V.C.DAVEY)

DY-Registrar of Companies  
Maharashtra, Mumbai.

CO.NO.11-125225



सत्यमेव जयते

कारबार प्रारम्भ करने के लिए प्रमाण-पत्र  
**Certificate for Commencement of Business**  
कम्पनी अधिनियम, 1956 की धारा 149 (3) के अनुसरण में  
Pursuant of Section 149 (3) of the Companies Act, 1956

मैं एतद्द्वारा प्रमाणित करता हूँ कि .....

जो कम्पनी अधिनियम, 1956 क अधीन तारीख ..... को निगमित की गई थी और जिसने आज विहित प्ररूप में सम्यक् रूप से सत्यापित घोषणा फाइल कर दी है कि उक्त अधिनियम की धारा 149 (1) (क) से लेकर (घ) तक/149 (2) (क) से लेकर (ग) तक की शर्तों का अनुपालन किया गया है, कारबार प्रारम्भ करने की इकदार है ।

I hereby certify that the **STERLITE TELECOM SYSTEMS**  
.....  
**LIMITED.**

which was incorporated under the Companies Act, 1956, on the **TWENTYFOURTH**  
**MARCH**.....19**2000**, and which has this day filed a duly verified declaration in the prescribed form that the conditions of Section 149 (1) (a) to (d)/149(2) (a) to (c) of the said Act, have been complied with is entitled to commence business.

मेरे हस्ताक्षर से यह तारीख ..... को ..... में दिया गया ।

Given under my hand at ..... **MUMBAI**  
this **THIRTYFIRST** ..... **MARCH**  
.....  
~~XX~~ **TWO THOUSAND** .....  
.....  
.....



  
( **D. VIJAY BHASKAR**  
कम्पनियों का रजिस्ट्रार  
**DY Registrar of Companies**  
Maharashtra, Mumbai.



राज्य अर्ह. अर्ह.

Form LR.

दिव्यत का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

क्र. 11-125225 की त. 2000
No. of Date

मैं एतद्द्वारा प्रमाणित करता हूँ कि अद्य

कम्पनी अधिनियम (1956 का च. 1) के अधीन निर्धारित की गई है और कम्पनी परिमित है।

I hereby certify that STERLITE TELECOM SYSTEMS LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर के साथ इस MUMBAI TWENTYFOURTH
Given under my hand at this
MARCH
day of Two Thousand



V. C. Davey
(V. C. DAVEY)
DEPUTY Registrar of Companies
Maharashtra, Mumbai

Small text at the bottom left corner, likely a reference or filing number.

THE COMPANIES ACT, 1956  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
STERLITE TECHNOLOGIES LIMITED

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- \*I. The name of the Company is **STERLITE TECHNOLOGIES LIMITED**.
- \*\*\*II. The Registered Office of the Company shall be situated in the State of Maharashtra within the jurisdiction of Registrar of Companies, Pune.
- \*\*III. The object of which the Company is established are:
- (A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:
1. To carry on the business of manufacture, trade, sale, import, export or otherwise deal in all kinds, classes and varieties of telecommunication cables, jelly filled cables, dry core cables, coaxiable cables, optical fiber cables, switch boards cables, optical fibers, jumper wires, telephone handset cords, electrical wires and other suitable alike cables and wires, telegraph, wireless, telephone and telecommunications company and for this purpose to establish, operate, maintain, manage, work, repair telephone exchanges, public switched telephone network cables communication station, radio and television receiving stations, satellites, telecommunications network, to install sell, hire, license, lease telephones or any other instruments, appliances, apparatus used for transmission or reception of messages, signs and signals.
  2. To carry on the business of manufacture, design, developments, engineering, marketing, import and export, purchase, sales transfer, lease, maintain, repair, operation, transmission, consultancy, management contracting, execution, technical and educational services, licensing, franchising, distribution, agency or otherwise deal in hardware & software including intellectual property, computing and processing machines, systems, processes, equipments, apparatus, appliances, and others articles whether electronic, electric, mechanical, digital, telephonic, satellite, wireless or otherwise relating to telecommunication, information technology, informatics and allied activities.
  3. To carry on the business of Internet Services Provider and other value added services, set-up Telecom Infrastructure for Broadband Networks, Telecom Bandwidth buying and reselling, providing ASP's (Application Software Package) for E-Commerce B2B, B2C Application, carry out E- Commerce activities, franchise operations for Telecom / Internet Services Providers and similar activities.
- (B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

\* As approved at the Annual General Meeting of the Company held on 13.07.2007.

\*\* As approved at the Extraordinary General Meeting of the Company held on 14.06.2000

\*\*\* As approved at the Annual General Meeting of the Company held on 31.08.2020 and confirmed by the Regional Director (Western Region), Ministry of Corporate Affairs, Mumbai, vide its order dated November 09, 2020.

1. To borrow, raise or secure the payment of money by the issue of debentures, debenture stocks, bonds, obligations, deposit and securities of all kinds and to frame, constitute and secure the same as may seem expedient with full power to make the same transferable by delivery or instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise and to charge or secure the same by trust deed or otherwise on the undertaking of the Company, or upon on any specific property and rights, presents and future of the Company or otherwise howsoever, and collectively of other to secure, any securities of the Company by a trust deed or other assurance.
2. To facilitate and encourage the creation, issue or conversion of debentures, debenture stock, bonds, obligations, shares stock, and securities and to act as trustees in connection with any such securities and to take part in the conversion of business concerns and undertaking in to companies.
3. To promote any other company for the purposes of acquiring all or any property thereof.
4. To acquire and undertake all or any part of the business property and liabilities of any person of company carrying on any business which this company is authorized to carry on or is possessed of.
5. To hold otherwise, acquire shares in any other company having objects altogether or in part similar to those of this company.
6. To apply for purchase of or otherwise acquire any patents, brevets, invention, licenses, concessions and the like conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used for any of these purpose of the Company and to use, exercise develop or grant licenses in respect of or otherwise turn to account the property right information so acquired.
7. To obtain any order or act or legislature of parliament for enabling the Company to obtain powers and authorities necessary or expedient to carry out or extend any of the object of the Company or for any other purpose which may seem expedient and to oppose any proceeding of application which may seem calculated, directly or indirectly, to prejudice the Company's interest.
8. To enter into agreement and contracts with Indian or foreign individuals, companies or other originations for technical, financial or any other assistance for carrying out all or any objects of the Company.
9. To acquire from any person, firm or body corporate whether in India or elsewhere, technical information, know-how, process, engineering, manufacturing and operating data, plan layout and blue print useful for the design, erection and operation of plant required for any of the business of the Company and to acquire any grant or license and other rights and benefits in the foregoing matters and things as the case may be.
10. To guarantee the payment of money, unsecured or secured by or payable under it in respect of promissory notes, bonds, debentures, debenture stocks, contracts, mortgages, charges, obligations, instructions, and securities of any company or of any authority, supreme, municipal, local or otherwise or of any person whomsoever whether incorporated or not generally to guarantee or become sureties for the performance of any contracts or obligation.
11. To enter into partnership or into any arrangement for sharing profits or interests or co-operation, joint venture, reciprocal concession or otherwise with any company, firm or person carrying on or proposing to carry on any business within the objects of this company and take or otherwise acquire and hold shares, stocks or securities in any such company, firm or body corporate as the case may be.
12. To draw, make, accept, endorse and negotiate cheques, promissory notes, bills of exchange, bundles and other negotiable instruments.

13. To provide for the welfare of the employees, ex-employees, directors and ex-directors of the Company or its predecessors in business or the family members, dependents or connection of such persons by building or contributing to the building of houses, dwelling or quarters or by grants of money, pensions, gratuities, allowances, payments towards insurances houses, profit shares, houses or benefits or any other payments, or by establishing supporting or from time to time subscribing or contributing or adding in the establishment and support of associations, institutions, funds, including provident fund, trust, profit sharing or other schemes and conveniences and by providing or subscribing or contributing towards the places of instructions and recreations, hospitals, dispensaries, medicals and other attendances as the Company shall think fit.
14. To contribute, donate and subscribe to any charitable, religious, educational or other public institutions, trust, fund clubs, societies, chambers or associations or individual or body of individuals subject to the provisions of section 180, 181 and 182 of the Companies Act, 2013.
15. To construct or contribute for construction of building for use of Schools, Colleges or Institutions of Arts or for Charitable purposes, or temples and other places of worship of any caste or creed in and or outside the territory of India.
16. To amalgamate with any other company or companies whether by sales or purchases or otherwise.
17. To sell or dispose of the undertaking of the Company or any part thereof for such conditions as the Company may think fit and in particulars for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company.
18. To carry on any other business, industry or trade whether manufacturing, commercial or otherwise that may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's properties or right of which it may be advisable to undertake with a view to improving, rendering valuable or turning to account any property, real or personnel belonging to the Company may be interested.
19. To do the above things either as principals, agents, trustee, contractors, or otherwise and either by or through agent's sub-contractors, trustees, or otherwise and either alone or in conjunction with others and to do all such things as are incidental or conducive to the attainment of the above objects.
20. To distribute among the members of the Company dividends including bonus shares (including fractional share certificates) out of profits, accumulated profits or funds and resources of the Company in any manner as permissible under Law.
21. To open and operate branch offices in India and elsewhere and to get the Company registered in any foreign country and adopt such means of making known to the public the business or the products of the Company as may seem expedients and in particular by advertising in the press by circulars and publication of book and periodicals.
22. To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company or its branches.
23. To undertake financial and commercial obligation, transaction and operation of all kinds in connections with the business of the Company.
24. To pay for any right or property acquired by the Company and to remunerate any persons, firm or body corporate rendering services to the Company either by cash payments or by allotment to him or them of shares or securities or the Company as paid up in full or in part or otherwise.
25. To engage the exploration of oil and gas onshore and offshore in India and elsewhere and to

tap oil and gas reserves and processing and marketing of oil, gas in India or else wherever found.

(C) OTHER OBJECTS:-

1. To carry on business as timber merchants, saw-mill-proprietors and timber growers and to buy, sell, grow, prepare for market, manipulate import, export and deal in timber and wood of all kind and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used to buy, clear plant and work timber estates and business of manufacturers of and dealers in furniture and office appliances of steel or wood or other materials.
2. To carry on the manufacture of pulp, paper, boards and other articles and the business of buyers, sellers, dealers, exporters, of goods or merchandise and to transact all manufacturing or treating and preparing processes and mercantile business and to purchases and vend raw material and manufactured articles, in which the Company is authorized to carry on business.
3. To carry on any business relating to the winding an working materials, the production and working of metals, bricks, clay, limestone, lime, soapstone, dolomite, bauxite, borax and other allied or and other substances and the production, manufacture and preparation of any other material to carry on any engineering and manufacturing business or undertake any contract and to undertake and execute any contracts for works involving the supply or use of any machinery and to carry out any ancillary or other work comprised in such contracts.
4. To establish, acquire, maintain and carry on the business of growers, cultivators, producers, planter, blenders, buyers, sellers, exporters, importers of and dealers in Tea, Coffee, Cinchona, Rubbers, Jute, Cereals, Oilseeds, Sugarcane, pulses, grains, spices and other animals and vegetable products and plants.
5. To carry on business as manufactures, producers, dealers, traders, importers, exporters, stockist, distributors or agents of Electrical apparatus, telephone, dynamos, accumulators, air conditioner, television, refrigerators, and all apparatus now known or that may hereinafter be invented, connected with the generation, accumulation, distribution, supply and employment of electricity or any power that can be used as substitute therefore, including all cables, wires or appliances for connecting apparatus at a distance with other apparatus and including the formation of exchanges or centers.
6. To manage lands, building and other properties, whether belonging to the Company or not, and to collect the rents and incomes and to provide or supply tenants and occupiers and others refreshments, attendances, light, waiting room, reading rooms, meeting rooms, electric conveniences and other advantages.
7. To produce manufacture, purchases, refine, prepare, process, import, export, sell and generally deal in cement, Portland cement, aluminum, lime and lime-stone and by-products thereof, cement pipes, sheets, and other building materials, refractories and bricks.
8. To manufacture, process, import, export, buy, sell and deal in vanaspati oils, de-hydrated vegetable oils, made or processed from seeds, cotton seeds, coconuts, products or plantations, horticulture, agriculture and forest produce and oil cakes, and soaps and lubricants made from such oils or and by products thereof.
9. To produce, manufacture, refine, prepare, process, purchase, sell, import, export or generally deal in bricks, sand, stone, marbles, tiles, refractories, china ware, sanitary material, pipes, tubes, tubular structures, cement pints, adhesives, sheets, roofing, glass, furniture, fitting, electrical goods, water supply or storage equipments, floor polish, door closer, concrete mixers, elevators, and any others building or decorative materials made of cement, stone, clay, timber, teak, board, fiber, paper, glass, rubber, plastic or other natural or synthetic substance or chemicals.

10. To carry on business as dealers, distributors, stockist, buyers, sellers, repairers, stores, importers, exporter or agents of motors cars, trucks, lorries and carriages, motor cycle, scooter, bicycles, tractors, earth moving equipments, trailers and other vehicles, agriculture implements, pumps and machineries, and spare parts, engines, motor accessories components tools, batteries, glass panels and sheets, apparatus fittings, furnishing materials, tyres, tubes, paints, lubricants, fuels, oils, gases, or other materials used or required for such vehicles, implements or machines and to act as transporters of goods and passengers, traveling or clearing agents and to let out, hire or finance on hire-purchase system or otherwise automobiles, and other vehicles, implements, machines and any of the aforementioned products or things.
11. To carry on the business of manufacturers, fabricators, processors, producers, growers, makers, importers, exporters, buyers, sellers, suppliers, stockist, agents, merchants, distributors and concessionaires, of and dealers in commodities of all or any of the following kinds: -
  - (a) Flour, cakes, pastry, cornflakes, bread, biscuits, chocolates, confectionary, sweets, fruit drops, sugar, glucose, chewing gums, milk, cream, butter, ghee, cheese and other dairy products, pickles, jams, jellies, sausages, cider, poultry and eggs, pulses, spices, oils, powders, and condensed milk honey, vegetables, coffee, tea, conoa and all kinds of materials required or seed for preparation of food articles.
  - (b) Ammonium sulphate, nitrate (double salt), ammonium nitrate calcium, ammonium, nitrate (nitro lime stone), ammonium, chloride super phosphate, urea and other types of fertilizers, of synthetic or natural origin containing nitrogen, phosphorus or other compounds, soda ash, pesticides, D.D.T., seeds, processed seeds, concentrate for cattle or poultry feed.
  - (c) Drugs, medicines, chemicals, mixtures, powder, oils, compounds, creams, scents, soaps, lotions, toilet goods, pigments and all kinds of pharmaceuticals, cosmetic and medical preparations required or used for beauty aid or personal hygiene or in allopathic, Ayurveda, unani or nature cure methods or systems of treatments, bandages, cotton, gauzes, crutches, stretches and all kinds of anatomical, orthopedic and surgical appliances and stores.
  - (d) Boots, shoes and footwear of all kinds made of leather, rubber, canvas, plastic or any other synthetic or natural product, waterproof cloth or compound, leather, hides, skins, rexine, rubber plastic or synthetic cloth, compounds or granules, lasts, boots treats, buckles, legging, gaiters, heels, laces, boot polishers, protectors, accessories and fittings, used in or required for footwear's.
12. To manufacture, export, import, buy, sell and deal in containers, cans, boxes, drums, cylinders, bottle, tops, crows, corks, packages, packing materials, bags, pressed netwares, utensils, cutlery, table wares and articles made of tin, metal, aluminum plates, sheets, glass, fibre paper, board, cloth, hessian, leather, plastic or other synthetic compound or materials, timber or plywood and to deal in tinplate's, wire aluminum sheets and to undertake either on own account or on commission basis or otherwise printing, painting, designing enameling, electroplating, engraving or otherwise decorating, the aforesaid products or any of such products or articles.
13. To carry on the business as traders, dealers, wholesalers, retailers, combbers, scurbers, spinners, weavers, finishers, dyers and manufacturers of yarns and fabric of wool, cotton, jute, silk, rayon, nylon, terylene and other natural synthetic and / or fibrous substances and / or manufacturers of materials from the waste realized from the above mentioned products either on its own account or on commission and to carry on the business as drapers and dealers of furnishing fabrics in all its branches, as costumiers, ready made dress and mantle makers silk mercers, makers and suppliers of clothing, lingerie and trimmings of every kind, furriers, drapers, haberdashers, milliners, hosier, glovers, lace makers, feather dressers, felt makers, dealers in and manufactures of yarn, fabrics and also to manufacture, deal in or process natural starch and other sizing materials, dye-stuff, synthetic or chemical substances of all kinds and compounds and other substances, either basic, intermediate

- required for the above mentioned product or products.
14. To carry on business as producers, importers, exporters, buyers, sellers, distributors, stockist, agents and brokers of coal, coke, charcoal, petroleum-coke, copper, iron ore, kyanite, fire clay, china-clay, salt sodium chloride, calcium phosphate, nickle beryllium, uranium, zinc, lead, asbestos, tin, alumina mercury, silicon, sulphur, graphite, brass, aluminum, silica sand, bentonite, quartz, distrain, magnesite, ferro alloys, corundum, manganese, mica, silver, gold, platinum, diamond, sapphire, ruby, topaz, garnet, emerald, pearl and other precious, semi-precious or commercial minerals and stones and to act as metal founders, manufacturers, agents, and dealers of metals, sheets, wire, rods, squares, plates, metal, foils, pipes, tubes, ingots, billets circles, parts, coils, utensils, ornaments, decorative and art materials, and jewellery made wholly or partly from any one or more of the metals and materials mentioned herein.
  15. To carry on business as manufacturers, producers or growers of, dealers in, exporters, importers, stockists, agents, distributors of ice, ice-candy, ice-cream and other ice products, carbonated, aerated or mineral water, fruit juice, wines liquors and other alcoholic, non-alcoholic or synthetic drink, dairy products fresh, dehydrated, preserved or processed vegetables, fruits, oils, seeds and other farm, agricultural or food products and to provide for cold storage or preservation of such products, medicines and merchandise for own business or for hire by others and to own, establish, purchase, take on lease, rent or hire, build, develop or otherwise acquire and arrange land, building, cold storage space or warehouses, godowns, containers, shops, show-rooms, workshops, vehicles, plant, machinery, equipment, apparatus, appliances, stores or services required in connection with or in relation to cold storage or any of the business or objects mentioned herein.
  16. To guarantee the payment of money, unsecured or secured by or payable under or in respect of bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations and other securities of any company or of any authority, Central, State, Municipal local or otherwise, or of any person, whomsoever, whether incorporated or not and generally to transact all kinds of guarantee business to guarantee the issue of or the payment of interest on the shares, debentures, debenture stock or other securities or obligation of any company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue, and to transact all kinds of trust and agency business, in which the Company is authorized to carry on business.
  17. To carry on business as agents, brokers, distributors, traders, stockists, buyers, sellers, dealer's, importer's, exporters, whole sellers, retailers, importers, exporters, whole sellers , retailers, preservator's, processors, refiners producers and manufacturers, of sugar, candy gur, molasses, sweets, sweetmeats, synthetic sweetening agent and materials coffee, lozenges, chocolates and products made partly or wholly of sugar or any sweet product.
  18. To carry on business as organizers, agents, holders, dealers of or investors in saving units, raffles, units or units issued by the Unit Trust of India and to mobilize savings from members of the Company or public, to invest and deal with the funds available with the Company as may be deemed fit from time to time and to pay, allow, give or distribute interest, dividends, prize or gift on or in relation to any such unit or units but not amounting to lotteries,. Provided that the Company shall not do any banking business as defined under the Banking Regulation Act, 1949 or any statutory modification thereof.
  19. To carry on business as manufacturers, producers, dealers, importers, exporters, stockists, agents, brokers, traders, retailers of all kinds of paper and packages, boards, sheets packing materials, stationery, goods and articles made fully or partly of paper for domestic, household, educational, commercial, industrial, Government or public use.
  20. To carry on business as agents, importers, exporters, dealers, traders, stockists, brokers, buyers, sellers, repairers, assemblers of hires of plant, machinery, equipments, machine tools, apparatus component parts, fittings, implements, accessories, or raw materials required by industries, workshops, transporters, railway or for agricultural plantations, handling, excavation, domestic, fabrication, or irrigation purposes and to acquire, construct,

hire decorate, maintain or own land workshop factories, shops, show rooms, office, rights, or agencies required for or in connection with any such business.

21. To carry on business as transporters of goods, passengers, live-stock and material by road, rail, waterways, sea or air and to own, purchase, take or give on lease, charter otherwise run, use or acquires of all kinds required for the transport business and to act as forwarding agents, ware-houseman and booking agents.
22. To carry on business as producers, distributors, importers, exporters, exhibitors and financiers of cinematography films, and to manufacture own, acquire, provide secure, arrange or deal in films and photographic, sound recordings, musical, lighting appliances, instruments, equipments and machines, and to construct, establish, own, hire or otherwise acquire and to manage, let out for rent, monetary gain or otherwise studios, laboratories, theaters, buildings, halls open air theaters, bars, restaurants and other buildings or work required for the purposes of production, distribution or exhibition of the films, operas, stage plays, dances, operettas, burlesques, vaudeville, revues, ballets, pantomimes, spectacular pieces, promenade, concert, circus or other performance and entertainments and to act as dealers, importers, exporters of musical instruments and records, tapes cinema and film projectors and cameras, wigs and other products or materials related or connected with the aforesaid objects and business and to acquire exclusive or limited right to any play, story, script, musical songs and lyric, book article or any technique by producing, purchasing or otherwise acquiring and to use exercise, develop or exploit or turn to account such rights for the business of the Company, and to act as agents for training retaining, arranging, and supplying artists, stars, art directors, script or story writers, technicians, extras and other personnel required by the Company or other for film, cinema or show business.
23. To carry on the business of extraction of oil by mechanical, electrical and or chemical means, from all or any of the following kinds and or types of commodities viz. rice bran all types' oil cakes and all kinds of oil bearing seeds and nuts.
24. To carry on the business of manufacture, design, development, engineering, marketing, import and export, purchase, sale, transfer, lease, maintain, repair, operation, transmission, consultancy, management, contracting, execution, technical and educational services and trading in all kinds, classes and varieties of electronic and electrical equipments, hardware, circuits and software used for voice-data transmission and display like routers, lan switches, wi-max equipments, soft switches, customer premises equipments like modems, servers, flat display panels, telephone handsets, wireless phones, mobile handsets and all types of electrical, electronic and support equipments required in establishing wired/wireless telecom/communication infrastructure and undertake turnkey network solution business.
25. To carry on the business of manufacture, design, development, engineering, marketing, import and export, purchase, sale, transfer, lease, maintain, repair, operation, transmission, consultancy, management, contracting, execution, technical and educational services, licensing and trading in all kinds of wires, cables, conductors, like house wires, energy cables, power cables and transformers and insulated wires, marine cables and also cables for uses other than power transmission and all kinds of cables and wires used in telecommunication like jelly filled cables, dry core cables, coaxial cables, optical fibre cables, switch board cables, data cables, jumper wires, telephone handset chords.
26. To carry on the business of manufacture, design, development, engineering, marketing, import and export, purchase, sale, transfer, lease, maintain, repair, operation, transmission, consultancy management of power transmission towers, antennae, transmitters, insulators and all kinds of equipments required in generation, transmission and storage of power and undertake turn-key contracts for erecting power distribution network.
27. To carry on the business of generation, transmission, distribution, supply, storage, trade in power by conventional and non-conventional methods and to construct, establish, run power stations.

28. To construct, execute, carry out, equip, improve, alter, develop, decorate, maintain, operate, furnish, administer, manage or control public and private works and convenience of all kinds including roads, bridges, flyovers, tramways, airports, reservoirs, aqua ducts, reclamations, improvements, sewage, drainage, sanitary, water, waste, gas, warehouses, markets, bazaars, places of amusements, cinema halls, multiplexes, theaters, food plazas, supermarkets, clubs, hotels, pleasure grounds, parks, gardens, swimming pools, ports, farm houses water sewage and effluent treatment plants, commercial complexes, townships, shops, offices, flats, houses, furnaces, Special Economic Zones and all other type of structure and to undertake any type of construction project.

\*\*\*V. The Authorized Share Capital of the Company is Rs. 150,00,00,000 (Rupees One Hundred and Fifty Crores) divided into 75,00,00,000 (Seventy Five Crores) equity shares of Rs. 2/- (Rupees Two) each with the rights, privileges and conditions attaching thereto as are provided by the Articles of Association of the Company with the power to increase and reduce the capital of the Company and divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, differed, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, 2013, or provided by the Articles of Association of the Company for the time being.

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We, the several persons, whose names and address are here under subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names

Name, address, description and occupation of each Subscriber	Number of Equity shares taken by each subscriber	Signature of Subscriber	Name, address, Description & Occupation of witness & his signature
<b>Sterlite Industries (india) Limited</b> Dhanraj Mahal, 5 <sup>th</sup> Floor, C.S.M. Road, Apollo Bunder, Colaba, Mumbai 400 039	1000 (one thousand)	Sd/-	
<b>Dwarkaprasad Agarwal</b> S/o. Shri Laxminarayan Agarwal 113, Samundra Mahal, Worli, Mumbai 400 018 Business	1 (one)	Sd/-	Witness to all signatories
<b>Anil Agarwal</b> S/o. Shri Dwarkaprasad Agarwal 113, Samudra Mahal, Worli, Mumbai 400 018 Business	1 (one)	Sd/-	Sd/- CHANGAVALLI BALARAMA MURTHY S/o. Shri Ramanaiah 92, Maker Chambers III, Nariman Point, Mumbai 400 021.
<b>Navin Agarwal</b> S/o. Shri Dwarkaprasad Agarwal 321, Samudra Mahal, Worli, Mumbai 400 018 Business	1 (one)	Sd/-	Service
<b>Agnivesh Agarwal</b> S/o. Shri Anil Agarwal 113, Samudra Mahal, Worli, Mumbai 400 018 Business	1 (one)	Sd/-	
<b>Tarun Jain</b> S/o. Shri Chandmal Jain 92, Maker Chambers III Nariman Point, Mumbai 400 021 Service	1 (one)	Sd/-	
<b>Ashok Takhata Panjwani</b> S/o. Late Takhat Sachanand Panjwani 92, Maker chambers-III Nariman Point, Mumbai –400 021. Service	1 (one)	Sd/-	
Total	1006 (one thousand six)		

Dated the 22<sup>nd</sup> day of March, 2000.  
Mumbai

COMPANY LIMITED BY SHARES  
(Incorporated under the Companies Act, 1956)  
**ARTICLES OF ASSOCIATION OF STERLITE TECHNOLOGIES LIMITED**

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed in the Annual General Meeting held on August 4, 2015 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

**TABLE 'F' EXCLUDED**

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|---|---|
| <p>1. (1) No regulations contained in Table F, in the First Schedule to the Companies Act, 2013, or in the Schedule to any previous Companies Act, shall apply to this company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.</p> <p>(2) The regulations for the management of the Company and for the observance of the Members thereof and their representatives, shall, subject to the exercise of any statutory powers of the Company with reference to the repeal or alteration of, or deletion of or addition to, its regulations by Resolution, as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.</p>   | <p>Table 'F' not to apply but Company to be governed by these Articles</p>  |
| <p>2. (1) In the interpretation of these Articles, unless repugnant to the subject or context:-</p> <p>(a) "The Company" or " this Company" means <b>STERLITE TECHNOLOGIES LIMITED</b>.</p> <p>(b) "The Act" means " the Companies Act, 2013", or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as maybe applicable.</p> <p>(c) "Articles" means these articles of association of the Company or as altered from time to time.</p> <p>(d) "Board" or "Board of Directors" means a meeting of the Directors duly called and constituted or, as the case may be, the Directors assembled at a Board, or the requisite number of Directors entitled to pass a resolution by circulation in accordance with the Articles, or the Directors of the Company collectively.</p> <p>(e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.</p> <p>(f) "The Seal" means the Common Seal of the Company.</p> <p>(g) "Promoters" shall at any time means the shareholder or group of shareholders who have been identified as Promoters in the immediately preceding annual disclosure under Regulation 30 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulation, 2011 as amended from time to time and who in aggregate hold at least 25% (Twenty Five) of the issued, subscribed and paid-up equity share capital of the Company.</p> <p>(2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.</p> | <p>Interpretation clause<br/>"The Company" or 'this Company"<br/>"The Act"<br/><br/>"Articles"<br/><br/>"Board" or "Board of Directors"<br/><br/>"Rules"<br/><br/>"The seal"<br/>PROMOTERS<br/><br/>"Number" and<br/>"Gender"</p> |



	to enter in its records the name of such person as the beneficial owner of that share.	
<b>9</b>	If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.	Issue of new certificate in place of one defaced, lost or destroyed
<b>10</b>	The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.	Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc.
<b>11</b>	(1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, 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 the Act and the Rules.	Power to pay commission in connection with securities issued
	(2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.	Rate of commission in accordance with Rules
	(3) 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.	Mode of payment of commission
<b>12</b>	(1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.	Variation of members' rights
	(2) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply.	Provisions as to general meetings to apply mutatis mutandis to each meeting
<b>13</b>	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.	Issue of further shares not to affect rights of existing members
<b>14</b>	Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are	Power to issue redeemable

	liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.	preference shares
<b>15</b>	<p>(1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to -</p> <p>(a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or</p> <p>(b) employees under any scheme of employees' stock option; or</p> <p>(c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.</p> <p>(2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.</p>	<p>Further issue of share capital</p> <p>Mode of further issue of shares</p>
	<b>Lien</b>	
<b>16</b>	<p>(1) The Company shall have a first and paramount lien -</p> <p>(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and</p> <p>(b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:</p> <p>Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.</p> <p>(2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.</p> <p>(3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.</p>	<p>Company's Lien on shares</p> <p>Lien to extend to dividends, etc.</p> <p>Waiver of lien in case of registration</p>
<b>17</b>	<p>The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:</p> <p>Provided that no sale shall be made—</p> <p>(a) unless a sum in respect of which the lien exists is presently payable; or</p> <p>(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.</p>	As to enforcing lien by sale.
<b>18</b>	<p>(1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.</p> <p>(2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> <p>(3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the</p>	<p>Validity of sale</p> <p>Purchaser to be registered holder</p> <p>Validity of Company's receipt</p>

	case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.	
	(4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.	Purchaser not Affected
19	(1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.	Application of proceeds of sale
	(2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.	Payment of residual money
20	In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.	Outsider's lien not to affect Company's lien
21	The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to lien to apply mutatis mutandis to debentures, etc.
	<b>Calls on Shares</b>	
22	1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.	Board may make calls
	(2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.	Notice of calls
	(3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.	Board may extend time for payment
	(4) A call may be revoked or postponed at the discretion of the Board.	Revocation or postponement of call
23	A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.	Call to take effect from date of resolution
24	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.	Liability of joint holders of shares.
25	(1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board	When interest on call or instalment payable

	(2) The Board shall be at liberty to waive payment of any such Interest wholly or in part.	Board may waive Interest
26	(1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. (2) 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.	Sums deemed to be calls.  Effect of nonpayment of sums
27	The Board - (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.	Payment in anticipation of calls may carry interest
28	If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.	Instalments on shares to be duly paid
29	All calls shall be made on a uniform basis on all shares falling under the same class. <b>Explanation:</b> Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.	Calls on shares of same class to be on uniform basis
30	Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.	Partial payment not to preclude forfeiture
31	The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to calls to apply mutatis mutandis to debentures, etc.
<b>Transfer of Shares</b>		
32	(1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.	Instrument of transfer to be executed by transferor and

	(2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.	transferee
<b>33</b>	The Board may, subject to the right of appeal conferred by the Act decline to register - (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or (b) any transfer of shares on which the Company has a lien.	Board may refuse to register transfer
<b>34</b>	In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless - (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act; (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and (c) the instrument of transfer is in respect of only one class of shares.	Board may decline to recognise instrument of transfer
<b>35</b>	On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.	Transfer of shares when suspended
<b>36</b>	The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.
<b>Transmission of Shares</b>		
<b>37</b>	(1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares. 2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons	Title to shares on death of a member  Estate of deceased member liable
<b>38</b>	(1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either - (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made. (2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.	Transmission Clause  Board's right Unaffected

	(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.	Indemnity to the Company
39	(1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. (3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.	Right to election of holder of share Manner of testifying election Limitations applicable to notice
40	A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.	Claimant to be entitled to same advantage
41	The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to transmission to apply mutatis mutandis to debentures, etc.
<b>Forfeiture of Shares</b>		
42	If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.	If call or instalment not paid notice must be given
43	The notice aforesaid shall: (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.	Form of Notice
44	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at	In default

	any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.	of payment shares to be forfeited
<b>45</b>	Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.	Receipt of part amount or grant of indulgence not to affect forfeiture
<b>46</b>	When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.	Entry of forfeiture in register of members
<b>47</b>	The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.	Effect of forfeiture
<b>48</b>	(1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit. (2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	Forfeited shares may be sold, etc.
<b>49</b>	(1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. (2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part. (3) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.	Cancellation of Forfeiture Members still liable to pay money owing at the time of forfeiture Member still liable to pay money owing at time of forfeiture and interest
<b>50</b>	(1) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share; (2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a	Cesser of liability  Certificate of Forfeiture  Title of purchaser and transferee of

	transfer of the share in favour of the person to whom the share is sold or disposed of;	forfeited shares
	(3) The transferee shall thereupon be registered as the holder of the share; and	Transferee to be registered as holder
	(4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.	Transferee not Affected
51	Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.	Validity of sales
52	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	Cancellation of share certificate in respect of forfeited shares
53	The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.	Surrender of share
54	The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.	Certificates Sums deemed to be calls
55	The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc.
<b>Alteration of Capital</b>		
56	Subject to the provisions of the Act, the Company may, by ordinary resolution - (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient; (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares: Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act; (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;	Power to alter share capital

	(d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;	
	(e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.	
<b>57</b>	Where shares are converted into stock:	Shares may be converted into stock
	(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;	
	(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;	Right of stockholders
	(c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.	
<b>58</b>	The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, —	Reduction of capital
	(a) its share capital; and/or	
	(b) any capital redemption reserve account; and/or	
	(c) any securities premium account; and/or	
	(d) any other reserve in the nature of share capital.	
	<b>Joint Holders</b>	
<b>59</b>	Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:	Joint-holders
	(a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.	Liability of Jointholders
	(b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.	Death of one or more joint-holders
	(c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.	Receipt of one sufficient

(d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

Delivery of certificate and giving of notice to first named holder

(e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such jointholders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.

Vote of jointholders

(ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

Executors or administrators as joint holders

(f) The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.

Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.

#### **Capitalisation of Profits**

**60** (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve —

Capitalisation.

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards :

How sum applied

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).

(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

<p><b>61</b> (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall -</p> <p>(a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and</p> <p>(b) generally do all acts and things required to give effect thereto.</p> <p>(2) The Board shall have power—</p> <p>(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and</p> <p>(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.</p> <p>(3) Any agreement made under such authority shall be effective and binding on such members.</p>	<p>Powers of the Board for capitalisation</p> <p>Board's power to issue fractional certificate/coupon etc.</p> <p>Agreement binding on members</p>
<b>Buy-back of Shares</b>	
<p><b>62</b> Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.</p>	<p>Buy-back of shares</p>
<b>General Meetings</b>	
<p><b>63</b> All general meetings other than annual general meeting shall be called extraordinary general meeting.</p>	<p>Extraordinary general meeting</p>
<p><b>64</b> The Board may, whenever it thinks fit, call an extraordinary general meeting.</p>	<p>Powers of Board to call extraordinary general meeting</p>
<b>Proceedings at General Meetings</b>	
<p><b>65</b> (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.</p> <p>(2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.</p> <p>(3) The quorum for a general meeting shall be as provided in the Act.</p>	<p>Presence of Quorum</p> <p>Business confined to election of Chairperson whilst chair vacant</p> <p>Quorum for general meeting</p>
<p><b>66</b> The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.</p>	<p>Chairperson of the meetings</p>
<p><b>67</b> If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling</p>	<p>Directors to elect a</p>

	to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.	Chairperson
<b>68</b>	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically, choose one of their members to be Chairperson of the meeting.	Members to elect a Chairperson
<b>69</b>	On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.	Casting vote of Chairperson at general meeting
<b>70</b>	(1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered. (2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting - (a) is, or could reasonably be regarded, as defamatory of any person; or (b) is irrelevant or immaterial to the proceedings; or (c) is detrimental to the interests of the Company. (3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause. (4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.	Minutes of proceedings of meetings and resolutions passed by postal ballot
<b>71</b>	(1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall: (a) be kept at the registered office of the Company; and (b) be open to inspection of any member without charge, during business hours on all working days other than Saturdays. (2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above: Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.	Certain matters not to be included in Minutes  Discretion of Chairperson in relation to Minutes Minutes to be evidence Inspection of minute books of general meeting
<b>72</b>	The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights	Members may obtain copy of minutes  Powers to arrange security at meetings

to attend and participate in the meeting concerned shall be subject to such decision.

### **Adjournment of Meeting**

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| <p><b>73</b> (1) The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place.</p> <p>(2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>(3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>(4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p> | <p>Chairperson may adjourn the meeting<br/>Business at adjourned meeting<br/>Notice of adjourned meeting<br/>Notice of adjourned meeting<br/>Notice of adjourned meeting<br/>not required</p> |
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### **Voting Rights**

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| <p><b>74</b> Subject to applicable provisions of the Act and any rights or restrictions for the time being attached to any class or classes of shares -</p> <p>(a) (i) on a show of hands, every member present in person shall have one vote;</p> <p style="padding-left: 20px;">(ii) on remote e-voting or voting through electronic means / ballot papers at meeting place, the voting rights of members shall be in proportion to his share in the paid-equity equity share capital of the Company</p> <p style="padding-left: 20px;">and</p> <p>(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.</p> | <p>Entitlement to vote<br/>on show of hands<br/>and on poll</p>            |
| <p><b>75</b> A member may exercise his vote by remote e-voting through e-voting facility as made available by the Company or at a meeting by electronic means or through ballot papers in accordance with the Act and shall vote only once.</p>  | <p>Voting through electronic means</p>                                     |
| <p><b>76</b> (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.</p> <p>(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.</p>  | <p>Votes of jointholders .</p> <p>Seniority of names</p>                   |
| <p><b>77</b> A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.</p>   | <p>How members non compos mentis and minor may vote</p>                    |
| <p><b>78</b> Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (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</p>  | <p>Votes in respect of shares of deceased and insolvent Members, etc..</p> |

duly satisfy the Board of his right to such shares unless the board shall have previously admitted his right to vote at such meeting in respect thereof.

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| <b>79</b> | Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.   | Business may proceed pending poll                                  |
| <b>80</b> | No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.  | Restriction on voting rights                                       |
| <b>81</b> | A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article. | Restriction on exercise of voting rights in other cases to be void |
| <b>82</b> | Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.   | Equal rights of members  |

#### **Proxy**

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| <b>83</b> | (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.<br>(2) The instrument appointing a proxy and the power-of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. | Member may vote in person or otherwise<br>Proxies when to be deposited    |
| <b>84</b> | An instrument appointing a proxy shall be in the form as prescribed in the Rules.  | Form of proxy.  |
| <b>85</b> | A vote given in accordance with the terms of an instrument of proxy shall be valid provided the member has not already exercised his votes through e-voting facility, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:<br>Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.                       | Validity of votes given by proxy notwithstanding death of principal.<br>. |

#### **Board of Directors**

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| <b>86</b> | Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen).   | Number of Directors                        |
| <b>87</b> | The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.  | Directors not liable to retire by rotation |
| <b>88</b> | (1) The Promoter shall have the right by a notice in writing addressed to the Company, to appoint such number of persons as shall together with the Directors appointed not exceed one-third of the total number | Appointment of Directors by Promoters      |

of Directors for the time being of the Company, as Directors of the Company and to remove such persons from office, and on a vacancy being caused in such office from any cause, whether by resignation, death, removal or otherwise, of any such person so appointed, to appoint another to fill such vacancy.

(2) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.

Same individual may be Chairperson and Managing Director/ Chief Executive Officer

**89** The Board may appoint an alternate Director to act for a Director (hereinafter called "the original Director") during his absence for a period of not less than three months from India in which meetings of the Board are ordinarily held: PROVIDED THAT in the case of a Director appointed by Promoters under Article 88, the alternate Director to be appointed for such original Director shall be a person approved or recommended by Promoters. An alternate Director so appointed shall not hold office as such for a period longer than that permissible to the original Director in whose place he has been appointed and shall vacate office if and when the original Director returns to the State in which meetings of the Board are ordinarily held. If the term of office of the Original Director is determined before he so returns to the India aforesaid, any provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply to the original Director and not to the alternate Director.

Appointment of alternate Directors.

**90** (1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

Appointment of additional directors

(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

Duration of office of additional director

**91** (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

Appointment of director to fill a casual vacancy

(2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

Duration of office of Director appointed to fill casual vacancy

**92** (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

Remuneration of directors

(2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in

Remuneration to require members'

	accordance with and subject to the provisions of the Act by an ordinary or special resolution passed by the Company in general meeting.	consent
	(3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—	Travelling and other expenses
	(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or	
	(b) in connection with the business of the Company.	
93	All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.	Execution of negotiable instruments
	<b>Powers of Board</b>	
94	The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers or delegate the same to any person through suitable means including but not limited to Power of Attorney, Letter of Authority, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.	General powers of the Company vested in Board
	<b>Proceedings of the Board</b>	
95	(1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. The Directors may meet at least once in every three months and at least four such meetings shall be held in every year. The Directors may adjourn and otherwise regulate their meetings as they think fit.	When meeting to be convened
	(2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.	Who may summon Board meeting
	(3) The quorum for a Board meeting shall be as provided in the Act.	Quorum for Board meetings
	(4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Board meetings
96	(1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a casting vote PROVIDED, however, that where any Director or Directors are appointed in pursuance of Article 88, no resolution shall be passed by	Questions at Board meeting how decided

	the Board or its Committee unless any one of the Directors so appointed or his alternate shall have voted in favour of such resolution. (2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.	Casting vote of Chairperson at Board meeting
<b>97</b>	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.	Directors not to act when number falls below minimum
<b>98</b>	(1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their member to be Chairperson of the meeting.	Who to preside at meetings of the Board  Directors to elect a Chairperson
<b>99</b>	(1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body or any person as it thinks fit. (2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. (3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Delegation of powers  Committee to conform to Board regulations Participation at Committee meetings
<b>100</b>	(1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee. (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.	Chairperson of Committee  Who to preside at meetings of Committee
<b>101</b>	(1) A Committee may meet and adjourn as it thinks fit.  (2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.  (3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.	Committee to meet Questions at Committee meeting how decided Casting vote of Chairperson at Committee meeting
<b>102</b>	All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person	Acts of Board or Committee valid notwithstanding defect of

	acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.	appointment
<b>103</b>	Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held. <b>Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer</b>	Passing of resolution by circulation
<b>104</b>	(a) Subject to the provisions of the Act,— A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses. (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.	Chief Executive Officer, etc.  Director may be chief executive officer, etc.
	<b>Registers</b>	
<b>105</b>	The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during business hours on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.	Statutory registers
<b>106</b>	The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register. The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.	Foreign register
	<b>The Seal</b>	
<b>107</b>	(1) The Board shall provide for the safe custody of the seal.	The seal, its custody and use

(2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board or Committee may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in his presence.

Affixation of seal

(3) Subject to the provisions of the Act and amendment thereto, if any, made from time to time, and with the authorisation of Board, the Company may dispense/make the affixing the Common Seal in documents, optional.

### **Dividends and Reserve**

**108** The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.

Company in general meeting may declare dividends

**109** Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.

Interim dividends

**110** (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

Dividends only to be paid out of profits

(2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

Carry forward of profits

**111** (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

Division of Profits

(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.

Payments in advance

(3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

Dividends to be apportioned

**112** (1) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

No member to receive dividend whilst indebted to the Company and Company's right

		to reimbursement therefrom
	(2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.	Retention of dividends
<b>113</b>	(1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. (3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.	Dividend how remitted  Instrument of payment Discharge to Company
<b>114</b>	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.	Receipt of one holder sufficient
<b>115</b>	No dividend shall bear interest against the Company.	No interest on dividends
<b>116</b>	The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.	Waiver of dividends
	<b>Accounts</b>	
<b>117</b>	(1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. (2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.	Inspection by Directors Restriction on inspection by members
	<b>Winding Up</b>	
<b>118</b>	Subject to the applicable provisions of the Act and the Rules made thereunder - (a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not. (b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may	Winding up of Company

determine how such division shall be carried out as between the members or different classes of members.

(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

#### **Indemnity and Insurance**

**119** (a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

Directors and officers right to Indemnity.

(b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

(c) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

Insurance

#### **General Power**

**120** Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

General power

We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this articles of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:—

Name, address, description and occupation of each Subscriber	Signature of Subscriber	Name, address, description and occupation of witness & his signature
<p><b>Sterlite Industries (India) Limited</b> Dhanraj Mahal, 5<sup>th</sup>Floor, C.S.M. Road, Apollo Bunder, Colaba, Mumbai 400 039</p>	Sd/-	
<p><b>Dwarkaprasad Agarwal</b> S/o. Shri Laxminarayan Agarwal 113, Samundra Mahal, Worli, Mumbai 400 018 Business</p>	Sd/-	Witness to all Signatories
<p><b>Anil Agarwal</b> S/o. Shri Dwarkaprasad Agarwal 113, Samundra Mahal, Worli, Mumbai 400 018 Business</p>	Sd/-	Sd/- CHANGAVALLI BALARAMA MURTHY S/o. Shri Ramanaiah 92, Maker Chambers III, Nariman Point, Mumbai 400 021
<p><b>Navin Agarwal</b> S/o. Shri Dwarkaprasad Agarwal 321, Samundra Mahal, Worli, Mumbai 400 018 Business</p>	Sd/-	Service
<p><b>Agnivesh Agarwal</b> 113, Samundra Mahal, Worli, Mumbai 400 018 Business</p>	Sd/-	
<p><b>Tarun Jain</b> S/o. Shri Chandmal Jain 92, Maker Chambers III Nariman Point, Mumbai 400 021 Service</p>	Sd/-	
<p><b>Ashok Takhata Panjwani</b> S/o. Late Takhat Sachanand Panjwani 92, Maker chambers-III Nariman Point, Mumbai-400 021. Service</p>	Sd/-	

Dated the 22<sup>nd</sup> day of March, 2000.

Mumbai