

**THE COMPANIES ACT, 2013**

**(COMPANY LIMITED BY SHARES)**

**TABLE -A**

**MEMORANDUM OF ASSOCIATION**

**OF**

**\*VEDANTA IRON AND STEEL LIMITED**

- I. The name of Company is **\*VEDANTA IRON AND STEEL LIMITED.**
- II. The Registered Office of the Company will be situated in the State of Maharashtra i.e. within the jurisdiction of Registrar of Companies, Maharashtra at Mumbai.
- III. The Objects for 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 or to be interested or Engaged in either solely or in partnership with other companies, corporation, or individual, or firm or any other association or person as explorers and miners of ferrous ores and minerals and manufacturers exporters, importers, buyers, sellers, agents and dealers in all kinds and description of iron and steel, structural steel, stainless steel, carbon steel, alloy steel, mild steel, micro-alloy steel, tool steel and other special steel group and their products such as ingots, billets, blooms, sheets, strips, rounds, rods, bars, tops, squares, invert angles, valve, plates mining U-beam, elevator guide channels, flats, stabs, I-Beams, H-Beams, rails, joints, joist, channels, angles, rolls, steel, strips, plates plain and cooled twisted bars, Z-sections, shafting, structural pipes, tubes, wires etc., and all other varieties of profiles and products whether forged, rolled, cast or drawn and all products intermediated and by-products consequent to or obtained in the process of manufacture of above articles and to carry on any other business (manufacture or otherwise) which may seem to the company capable of being conveniently carried on in connection with the above or either calculated directly or indirectly to enhance the value, if any, of the companys properties and rights for the time being.
    2. To generate and transmit electrical power by conventional and nonconventional methods including coal, gas, lignite, oil, bio-mass, waste, thermal, solar, atomic, ocean energy, geo-hydel, wind and tidal waves or any other form of energy; and to transmit, distribute, buy, sell, supply, exchange, market, function as a licensee and otherwise deal in power and energy and for that purpose to own, acquire, erect, construct, establish, maintain,

improve, manage, operate, alter, carry on control, take on hire or lease, power generation plants of all kinds including co-generation plants, wind farms, solar farms, hydel projects, thermal power stations etc. and transmission lines and grids.

3. To produce, manufacture, purchase, refine, prepare, process, import, export, sell and generally deal in cement, Portland cement, alumina cement, lime and lime-stone and by-products thereof, cement-pipes, sheets and other building materials, refractories and bricks and in connection therewith to take on lease or acquire, erect, construct, establish, operate and maintain cement factories, quarries and collieries, workshop and other works.
4. To take on lease, purchase or otherwise acquire mining and other rights together with the veins, seams or beds of ferrous minerals, coal and other minerals, along with mining rights grant concessions and effects appertaining or belonging thereto and all or any other works, lands, hereditaments and premises held in connection with such price and consideration and upon such terms and conditions there with and to do the business relating to mining and working of minerals, mines, ores, mineral oils and mineral substances of all kinds the production and working of metals and all other materials connected thereto.
5. To carry on the business of mechanical, electrical, railway, marine, aeronautical, agricultural, sanitary, civil and constructional engineers, ferrous and non-ferrous metal founders, casters, spinners, rollers, and workers of all metals and their alloys, welders by any process whatsoever of ferrous and non ferrous metals and metal compounds, manufacturers of welding applications, tool makers, metal workers, boiler makers, millwrights, machinists, manufacturers of iron, pig iron, steel, metal wires, ingots, metals and their alloys of all kinds and descriptions, metal conductors, wires, galvanized wires, rods and things in all its branches, wire nails, bolts, nuts and appliances, tools and implements, sheets that could be manufactured out of aluminium, iron, steel, brass, zinc, copper, gold, silver or any other kind and combination of metal, converters of iron and steel and other metals, smiths, tin manufacturers and tinkers, wheelwrights, wood workers, builders, painters, metallurgists, water supply engineers; gas makers, varnishers, vulcanizers, electroplaters, silverplates, nickelplates, aluminium platers, importers, exporters and distributors in all kinds of plant and machinery, apparatus, tools, component parts, accessories, and to buy, sell, manufacture, repair, convert, alter, let on hire and deal in any kind of metals, machinery, implements, tools, accessories, rolling stock.
6. To carry on the business as structural engineers, construction engineers, mechanical engineers, electrical engineers, automobile engineers, fabricators, iron founders, fitters, wire drawers, tool-makers, enamellers, electroplaters, painters, tools, equipment, metal workers, smiths, wood-workers and metallurgists and in particular to manufacture and fabricate engineering goods, machine tools, precision instruments, pneumatic tools, structural steels and material handling equipment.
7. To carry on the business of manufacturing, converting, altering, processing, assembling, improving, buying, selling, exchanging, importing, exporting, operating, distributing or otherwise dealing in any or all of the following items, namely,

- I. Electronic and electrical equipment, instruments, components and parts for consumer electronics and appliances, telecommunications, space application, automotive electronics, industrial applications including integrated circuits and packages, semiconductor devices, chips, television sets, video recorders and computer peripherals, monitors, micro-processors, logic controllers and other control equipment, all types of radar, transmitters and receivers, telephone, switching equipment and systems, calculators and digital electronic devices and instruments.
- II. Pig iron and all types of steel including alloy, special steels, stainless steel, cold and hot rolled steels.
- III. Equipment for production and conservation of energy covering non- conventional and renewable/non-renewable sources of energy including wind driven generators, solar powered equipment and all types of batteries and accumulators and the components, parts and accessories thereof.
- IV. All types of finished leather goods.

8. To carry on business of manufacturing Sinter, Sponge iron, Cast iron including derivatives thereof and all types of Steel including structural steel, in the form of cast, rolled or forged or in any other form; machine tools, precision instruments, pneumatic tools, material handling equipment and other engineering goods, and marketing the same, both in wholesale and retails in local and international markets.
9. To carry on the business of sale of waste gases emanating from the Pig Iron blast furnace or any other process for the purpose of utilizing of its energy content, calorific value or sensible heat.
10. To carry on the business of generation of power from the waste gases emanating from the pig iron blast furnace, coke oven and to supply/market the same to local parties and Government/Electricity Board

#### **IV. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECT:**

11. To purchase, or tenancy or in exchange hire, take options over or otherwise acquire any estate or interest whatsoever and to hold, develop, plan, improve, work, cultivate, deal with, and turn to account concessions, grants, decrees, licenses, privileges, claims, options, property, real or personal, or rights of powers of any kind which may appear to be necessary or convenient for attaining the main objects of the Company and to purchase, charter, hire, build or otherwise acquire crafts, cars, vans or vehicles of any description and to employ the same in the business of the Company.
12. To acquire from any person, firm or body corporate or unincorporated, whether in India or elsewhere, technical information, know-how, processes, engineering and operating data, plans, layouts and blue prints useful for the design, erection and operation of plants,

machineries or apparatus required for attaining the main objects of the Company and to acquire any grant or licence and other rights and benefits in connection therewith.

13. To do other things ancillary to main business that may seem to the Company capable of being conveniently carried on in connection with the main objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights of which it may be advisable to undertake with a view to improving, developing, rendering valuable or turning to account any property, real or personal, belonging to the Company or in which the Company may be interested and to do all or any of the above things, either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with other and either through agents, sub-contractors, trustees or otherwise.
14. To sell, exchange, mortgage, royalty or tribute, grant licences, easements, options and other rights over and in any other manner deal with or dispose off the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid-up, or securities of any other Company.
15. To pay for any rights or property services acquired by the Company and to remunerate any person, firm or body corporate for rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid-up in full or in part or otherwise.
16. To lend and advance money, out of own surplus fund of the Company not immediately required either with or without security and give credit to such persons (including government) and upon such terms and conditions as the Company may think fit but not amounting to Banking business as defined under the Banking Regulation Act, 1949.
17. To undertake commercial obligations, transactions and operations for achievement of the main objects of the Company.
18. To guarantee the performance of any contract or obligations of and the payment of money unsecured or secured of and interest on, any debentures, debenture stock or securities of any company, corporation, firm or person in any case in which guarantee may be considered likely, directly or indirectly, to further the main objects of the Company and in the above context to act as Sureties.
19. To invest any moneys of the Company out of own surplus fund of the Company not immediately required in such investments as may be thought proper.
20. Subject to the provisions of law in force and the rules framed thereunder and directives issued by Reserve Bank of India for the time being, to receive money on loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture-stock, perpetual or otherwise, and to secure the payment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the

performance by the company or any other person or Company as the case may be but not amounting to banking business as defined under the Banking Regulation Act, 1949.

21. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instrument or securities.
22. To apply for purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, patent rights, brevets d'invention, trade marks, designs, licenses, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purpose of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licenses or privileges in respect of or otherwise turn to account the property, rights and information acquired.
23. To expend money in experimenting on and testing and in improving or seeking to improve any patents, rights, invention, discoveries, process or information of the company or which the company may acquire or propose to acquire.
24. To acquire and undertake, all or any part of the business property and liabilities of any person or company carrying on or proposing to carry on any business which this Company is authorized to carry on or possessed of property, suitable for the purpose of the company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company in India or outside.
25. To procure affiliation to or registration or recognition of the company in or under the laws of any place in or outside India and to open branches of the company at any place whether in India or outside India.
26. To form incorporate or promote any company or companies, whether in India or outside having amongst its or their objects the acquisition of all or any of the assets or control or development of the Company or any other object or objects which in the opinion of the Company could or might directly or indirectly assist the Company in the development of its properties or otherwise prove advantageous to the Company and to pay all of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered.
27. Subject to the provisions of the Companies Act, 2013 or any re-enactment thereof for the time being in force, to merge or amalgamate with Company(s) or enter into a scheme of arrangement with its shareholders, creditors or other companies or to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal concession with any person or persons, Company or Companies, carrying on or engaged, in or about to carry on or engage, in or being authorized to carry on or engage in any business or transaction which the company is authorized to carry on or engage in or which can be carried on in conjunction therewith

or which is capable of being conducted so as to directly or indirectly benefit the Company.

28. To enter into any arrangements and to take all necessary or proper steps with Government or with other authorities supreme, national, local, municipal or otherwise of any place in which the Company may have interest and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the company or effecting any modifications in the constitution of the company or furthering the interests of its members and to oppose any such steps taken by any other company, firm or person which may be considered likely directly, or indirectly to prejudice the interests of the company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interest of the company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the company, to obtain from and such Government authority or any company by lawful means any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the company may think fit and desirable to obtain and carry out, exercise and comply with any such arrangements, charters, decrees, rights, privileges or concessions.
29. To undertake and execute any trust, the undertaking of which may seem to the company desirable, and either gratuitously, or otherwise and vest any real or personal property rights or interests acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company and without any declared trust in favour of the company.
30. To apply the assets of the company in any way in or towards the extension, of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally and particularly with the trade, including an association, institution or fund for the protection of the interest of masters, owners and employees against loss by bad debts, strikes, combinations, fire, accidents otherwise or for the benefit of any employee or others at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in connection with other persons or classes of persons and in particular or friendly, co-operative and other societies, reading rooms, churches, chapels, temples, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any fund raised by public or local subscription for any purposes whatsoever.
31. To aid, any association, body or movement having for an object of the solution, settlement, or surmounting of industrial or labour problems or troubles or the promotion to industry or trade.
32. Subject to the provisions of the Companies Act, 2013, to subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition subject to the compliance of Central and State laws.
33. To establish and maintain procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or

procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who is or was at any time in the employment or service of the company, or of any company which is a subsidiary of the company or is allied to or associated with the company or with any such subsidiary company, or who are or were at any time Directors or officers of the company or for any such other company as aforesaid, and the wives, widows, families and dependents of any such person, and also establish and subsidise and subscribe to any institutions, associations, clubs or funds considered to be for the benefit of or to advance the interest in the well-being of the company or of any such other company as aforesaid and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid either alone or in conjunction with any such other Company as aforesaid subject to the Compliance of Central and State laws.

34. Subject to the provisions of any law for the time being in force to distribute amongst the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the company in the event of winding-up.
35. To undertake, carryout, promote and sponsor rural development including programme for promoting the social and economic welfare of or the upliftment of the people in any rural area and to include any expenditure or any programme of rural development and to assist in the execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing. "Programme of rural development" shall also include any programme for promotion of the social and economic welfare of or the upliftment of the people in any rural area which the Director consider as likely to promote and assist rural development and that the words "rural area" shall include such areas as may be regarded as rural area under the Income Tax Act, 1961, or any other law relating to rural development for the time being in force or as may be regarded by the Directors as rural areas and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divert the ownership of any property of the Company to or in favour of any public or Local body or Authority or Central or State Government or any Public Institution or Trust or Fund as the Directors may approve.
36. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of the national economy and for discharging what Directors consider to be social and moral responsibilities of the company to the public or any section of the public as also any activity which the Directors consider likely to promote national welfare or social, economic or moral uplift of the people or any section of the people and in such manner and by such means as the Directors may think fit and the directors may without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspapers etc. or for organizing lecturers or seminars likely to advance these objects or for giving merit awards scholarship or any other assistance to deserving students or other scholars or persons to enable them to pursue their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, fund, trust etc. having any one of the aforesaid objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divert the ownership of any

property of the Company to or in favour of any public or Local Body or authority or Central or State Government or any Public Institution or Trust or Fund as the Directors may approve.

37. To buy, sell, purchase, repair, alter, improve, exchange, let out, import, export and deal in all factories, works, plant, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in any business which this Company is competent to carry on or which may seem capable of being profitable to deal with in connection therewith and to experiment with, render marketable and deal in all products or residual and by products incidental or to be obtained in any of the business carried on by the Company and to do all such other things as may be deemed incidental or conducive to the attainment of the main objects of the Company or any of them.
38. To acquire and deal with the business, undertakings, property and liabilities of any company, firm or person carrying on any business within the objects of this company.
39. To enter into contracts of indemnity and to indemnify any party or become sureties against any debts, obligations or liabilities.
40. To pay all the costs, charges and expenses incidental to the promotion, formation registration and establishment of the company and the issue of its capital including underwriting or other commission, broker's fees and charges in connection therewith, and to remunerate or make donations, (by cash or other assets or by the allotment of fully or partly paid shares or by a call or option on shares, debentures, debenture stock on securities of this or any other company, or in any other manner whether out of the company's capital or profits or otherwise) to any person or persons for services rendered or to be rendered in introducing any property or business to the company, or in placing or assisting to place or guaranteeing the subscription of shares, debentures, debenture stock, or other securities of the company, or for any other reason which the company may think fit.
41. To make experiments in connection with any business of the company and to protect any inventions of the company by letters-patent or otherwise.
42. To sell the undertaking and all or any of the property of the company for cash, or for stock, shares or securities of any other company or for other consideration.
43. To procure companies registered or established or authorized to do business as a Joint-Stock company with limited liability in any foreign country or place.
44. To create any Depreciation Fund, Reserve Fund, Sinking Fund, or any other special fund, whether for depreciation or for repairing improving, extending or maintaining any of the property of the company or for any other purpose conducive to the interests of the Company.



45. To place, to reserve or to distribute as dividend or bonus among the members, or otherwise to apply as the company may from time to time think fit, any money received by way of premium by the company, and any money received in respect of dividends accrued on forfeited shares and monies arising from the sale by the company of forfeited shares or from unclaimed dividends.
46. Generally to carry on in a place or places in the world any trade or business, whether manufacturing or otherwise, subsidiary or auxiliary to, or which can be conveniently carried on in connection with any of the company's objects.

**C. The Other Objects or which the company is established are:**

1. To explore, prospect, take on lease or on royalty basis or otherwise acquire rights and lands of any interest therein and to quarry, buy, sell, mine, dress, win, draw, extract, caline, smelt, refine, crush, grind, dress, amalgamate, manufacture, manipulate and prepare for market or otherwise dispose of and deal in all types, and descriptions of ores metal and mineral substances and to carry on any other prospecting, mining or metallurgical operations, and to buy, sell, manufacture and deal in minerals, plants, machineries, implements, conveniences, provisions and things capable of being used in connection with prospecting, mining or metallurgical operations.
2. To carry on the trade or business of purchasing, hiring, or otherwise acquiring, and making, building or manufacturing railway carriages and wagons, and other carriages, wagons, carts, trucks, lorries, motor cars, vehicles, locomotives, engines, rolling-stock and conveyances of all kinds, whether for railway, tramway, road, field, or other traffic or purposes and also rails and railways and tramway plant, and all machinery, materials, and things applicable or used as accessory thereto, and of letting or supplying all or any of the things hereinbefore specified to coal proprietors, railway and other companies, and other persons, from year to year or for a term of years, or otherwise, at annual or other rents, and of repairing and maintaining the same respectively, whether belonging to this company or not, and of selling, exchanging and otherwise dealing in the same respectively.
3. To establish, purchase, sell, take on lease, hire or otherwise acquire and work any textile mill or other mills, cotton ginning and pressing factory, jute mill, jute press, hemp or other fibre presses, spinning mills, weaving mills and chemical factories, waste plants, or presses for pressing merchandise into bales and to cultivate, process, buy, sell, import, export, pledge, speculate, enter into forward transactions or otherwise deal in ramie, raw jute, jute goods, cotton, kapas, cotton-seeds, flax, hemp, and silk; to carry on the business of manufacturers, processors and of polyamide, polyester, rayon or any other types of man-made fibres, silk, wool, cotton, jute or any other types of natural fibres; or, in general, of any fibres, filaments, yarns and fabrics (whether textile, telted, looped or otherwise) manufactured and/or processed from any base whether organic or inorganic or compounds or mixtures thereof, by physical, chemical or any other process or treatment now prevalent or as may be devised in future, and of spinning, blending, combing, weaving, knitting, bleaching, processing, dyeing, printing, making or otherwise turning to account any other fabrics or finished articles thereof.
4. To manufacture, produce, refine, process, formulate, mix or prepare, mine or otherwise acquire, trade, deal in, import and export any and all classes and kinds of chemicals, source material, ingredients, mixtures, derivatives and compounds thereof and any and

all kind of products of which any of the foregoing constitutes and ingredient or in the production of which any of the foregoing is used or otherwise.

5. To carry on business as manufacturers, fabricators, processors, producers, makers, importers, exporters, buyers, sellers, suppliers, stockists, agents, merchants, distributors and concessionaires of all types of refractories.
6. To Manufacture, purchase, sell, deal in coal, coke, soft coke, special smokeless fuel (SSF) with coal-tar recovery by CMPDIL technology, industrial coke, coke as substitute to charcoal, processing and distillation of coal tar, coal tar chemicals, any other type of coke and organic chemicals based on carbon and tar derivatives, charcoal, bone charcoal, activated charcoal, activated carbon, carbon black or any other carbon products, dyes, dye intermediaries.
7. To carry on the business of importers, exporters, dealers, stockists, suppliers and manufacturers of commercial, industrial and domestic plastics and plastic products of any nature, substance and form, and raw materials including styrene, polystyrenes, vinyl, chloride, polyvinylchloride, polyethylene, polypropylene, polyolefins, vinyl acetate and copolymers and other allied materials, acrylics and polyesters, poly carbonates and polyethers and epoxy resins and compositions, silicon resins and compositions, P.F., U.F., and other thermoplastic moulding compositions including prefabricated sections and shapes, cellulosic plastics and other thermosetting and thermoplastic materials (of synthetic or natural origin), colouring materials, plastic and resinous materials and adhesive compositions.
8. To carry on all or any of the business of manufacturers, installers, maintainers, repairers of and dealers in electrical and electronic devices, instrument, gadgets contraptions, appliances and apparatus of every description and parts or components thereof and of and in computers, electrical batteries, dry cells, starters, lamps, radio, television and telecommunication requisites and supplies and stores of all kinds; and to vary on all or any of the businesses of electrical, mechanical and general engineers, manufacturers and merchants of, agents for, and dealers in engineering specialties of every description.
9. To carry on business of manufacturing, assembling, buying, selling, hiring, letting on hire, distributing or dealing in engines of all kinds, motor cycles, cycle cars, scooters, mopeds, bicycles, tricycles, cycles, tractors, motor vehicles, trucks, lorries, buses, bulldozers and other vehicles of every description and kind and all components, parts, spare parts, accessories, equipments and apparatus for use in connection therewith.
10. To design, develop, manufacture, purchase, sale, distribute, import, export or otherwise deal in all kinds of hardware, software, equipments systems, machinery and services in the area of electronics, computers, hardware, software, their applications and all related items used in Information Technology, Telecommunications etc.
11. To establish and run Computer Centers either directly or indirectly through licencees or franchisees both in India and outside India, to set up Software Technology Parks and other establishments relating to Information Technology to offer consultancy, data processing and other services in the area of electronics, computers and their applications especially for internet, multimedia, E.Commerce, Telecommunications etc. to industrial business and other customers.

12. To set up and run schools, colleges and institutions for imparting education or training in computers, Management, Engineering, Hardware, Software and other area relating to Information Technology, Electronics, Telecommunications etc.
13. To establish, provide, maintain research centers and laboratories, training colleges, schools and other institutions for the training education and instruction of students and other who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meetings and conferences in connection therewith.
14. To manufacture in India or abroad and to enter into joint venture/collaboration with Indian and/or overseas company for doing business of pre-stressed concrete product, structures, beams, pillars, Sleepers, bridge slab, prefabricated structure and structural materials and to do the business of performing railway engineering projects on Build-Operate-Transfer (BOT) and/or Build-Operate-Lease-Transfer (BOLT) and with specialization in welding of railway tracks of Flash Butt technology , carry on anywhere in India or abroad the business to construct, erect, lay, build, repair, remodel, operate, develop, improve and maintain railway tracks, railway yards, diesel and electric locomotives, bridges, railway signalling and telecommunication systems and to maintain or work of any railway, yards or sidings, wharves and warehouses and to carry out on contract or otherwise construction of bridges, roads, tunnels, dams, railway stations, reservoirs and other works directly or indirectly assist or take part in the construction thereof with or without joint venture/collaboration.
15. To act as selling agents, sales organizers as well as consultants, agents and advisers in all the respective branches and in such capacity to give advice and information and under services in person, a firm, company or body incorporate or authority or Government which may be given or rendered while carrying on such business as aforesaid which may lead to or be conducive to the adoption by the constituents or principals or generally, of:
  - i. efficient methods of and economy in power generation, transmission and distribution.
  - ii. rendering of all services whether incidental to the above or not.
16. To acquire by purchase, lease, exchange, hire or otherwise develop or operate land buildings, any estate or interest in and hereditaments of any tenure or description including agricultural land, mines, quarries, farms, gardens and any estate or interest therein, and any right over or connected with land and buildings so situated and construct, develop or to turn the same to account as may seem expedient and in particular by preparing building sites, flats, houses, apartment, commercial complexes, by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining offices, rooms, flats, houses, restaurants, markets, shops, workshops, mills, factories, warehouses, cold storages, wharves, godowns, hotels, hostels, gardens, swimming pools, playgrounds, buildings, works and conveniences of all kinds and selling, leasing, hiring, otherwise deal with or disposing of the same and to manage land, building, and other properties, whether belonging to the company or not, and to collect rents and income, and to supply tenants occupiers, and others refreshments, attendance, light, waiting rooms, reading rooms, meeting room, electric and other conveniences commonly provided in flats, suits, and residential and business units and to net as architects, consultants, designers, developers, builders, contractors, estate agents, merchants and dealers in building requisites and materials.

17. To establish, maintain, and operate shipping, air transport and road transport services and all ancillary services and for these purposes or as independent undertaking to purchase, take in exchange, charter, hire, build, construct or otherwise acquire and to win, work, manage, and trade with steam, sailing motor and other ships travelers, drifts, tugs and vessels, aircraft and motor and other vehicles with all necessary and convenient equipments, engines, tackle, gear, furniture and stores or any shares or interests in ships vessels, aircraft, motor and other vehicles including shares, stocks, or securities of Companies, possessed or interested in any ships, aircraft or vehicles, and to maintain, repair, fit out refit, improve, insure, alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, vessels, aircraft, motor and either vehicles, shares, stocks and securities or any of the engines, tackles, gear furniture, equipment and stores.
18. To buy, sell, lease, hire, rent, design, manufacture, import, export, establish, install, repair, lot on hire, service, maintain, develop, improve, and run:
- i. All kinds of hospitals, dispensaries, clinics, laboratories and health clubs, Nursing Home, Canteens, Nurseries, Consultancy, Pathology, Blood & Eye Banks for medical, surgical, maternity and general health care, Ambulance, boots, corsets, artificial eyes, limbs, crutches, chairs, stretchers, carriages, ambulances, drugs, medicines, beds, appliances, operation theaters, instruments, fittings, equipments and such other facilities, chemicals and other requisites for patients invalid and general medical health care, and all other utility articles, Sera Vaccines, Biological proprietary, medicines, contraceptives, dental goods of all description, optical goods of all description and antibiotics, insecticides, industrial and other preparations and articles, etc. and
  - ii. Develop, land and property for all these purposes and also residential quarters for doctors, nurses, rooms and wards for patients and others, and
  - iii. Instruments for all these
19. To purchase or otherwise acquire, issue, re-issue, sell, place, and deal in shares, stocks, bonds, debentures and securities of all kinds.

**IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.**

**V. The share capital of the company is 1,00,000/- rupees, divided into 100,000 equity shares of Rs. 1/- each.**

VI. We, the several persons, whose names and addresses are 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 against our respective names

Sr. No.	Subscriber Details				
	Name, Address, Description and Occupation	DIN/PAN	No. of Shares taken	Sign	Date
1	Anup Agarwal S/o Satya Narain Agarwal Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: WHA 033, Westend Heights, DLF Phase 5, Chakarpur, Gurgaon, Haryana 122002 Occupation: Professional	08551388	1 Equity		09/10/2023
2	Sunil Gupta S/o Mangilal Gupta, Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: S-9 Bungalow, Vedanta Meadows, Jharsuguda, Odhisha 768201 Occupation: Professional	08558177	1 Equity		09/10/2023
3	VEDANTA LIMITED CIN:L13209MH1965PLC291394 Address: 1st Floor, C Wing, Unit 103, Corporate Avenue Atul Projects, Chakala, Andheri (East) Mumbai City 400093 Authorised Representative: Arun Misra Address: D8, Ambavgarh, The Junior Study School, Girwa, Udaipur, Rajasthan -313001 Occ: Professional	01835605	99994 Equity		09/10/2023
4	Mansi Dhiman D/o Nirmal kumar Dhiman Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: Sector 12 A, Panchkula, Sector 8 , Haryana 134109 Occupation: Professional	07597797	1 Equity		09/10/2023
5	Jagdeep Singh S/o Kuldip Singh Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: 1026, B 1, Vasant Kunj, South West Delhi, New Delhi 110070 Occupation: Professional	06612096	1 Equity		09/10/2023
6	Mayank Totla, S/o Devkinandan Totla Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: B 403 Samarpan C H S Ltd. Kanakia Spaces Near Magathane Metro Station Off. Western Express Highway Borivali East,	AFHPT8600D	1 Equity		09/10/2023

	Mumbai 400066 Occupation: Professional				
7	Pankaj Jha, S/o Ganesh Jha, Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: Tirupati Tower, Flat No. 4, Block B, 1 <sup>st</sup> Floor, 13/1 Dharmatala Road, Nr PNB Bank Belur Branch, Belur, Howrah 711202, Occupation: Professional	09114381	1 Equity		09/10/2023

Certified True Copy  
For Vedanta Iron and Steel Limited

ANUP  Digitally signed by  
ANUP AGARWAL  
Date: 2024.01.06  
18:09:19 +05'30'

Anup Agarwal  
Director  
DIN: 08551388

**THE COMPANIES ACT, 2013**  
**(COMPANY LIMITED BY SHARES)**

**TABLE –F**

**ARTICLES OF ASSOCIATION**  
**OF**  
**VEDANTA IRON AND STEEL LIMITED**

**Interpretation**

- I (1) In these regulations-
- a) Act means the Companies Act 2013 or any statutory modification or re-enactment thereof for the time being in force and any previous Company Law so far as may be applicable.
  - b) Articles means these Articles of Association of the Company or as altered from time to time.
  - c) Company means VEDANTA IRON AND STEEL LIMITED.
  - d) Director means a member of the Board appointed in accordance with these Articles including any additional and or alternate director.
  - e) Rules means the applicable rules for the time being in force as prescribed under relevant Sections of the Act.
  - f) Seal means the Common Seal of the Company. 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. Reference in these articles to any provision of the Act shall where the context so admits be construed as a reference by any statute for the time being in force. Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or Rules or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

**Share capital and variation of rights**

- II Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall  
1 be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
- 2 (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,-  
(a) one certificate for all his shares without payment of any charges; or  
(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.  
(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.  
(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
- 3 (i) 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 company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.

- 4 Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- 5 (i)The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, 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 that section and rules made thereunder.  
(ii)The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.  
(iii)The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
- 6 (i)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 section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.  
(ii)To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
- 7 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.
- 8 Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

#### **Lien**

- 9 (i) The company shall have a first and paramount lien-  
(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  
(b)on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:  
Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.  
(ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
- 10 The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: Provided that no sale shall be made-  
(a)unless a sum in respect of which the lien exists is presently payable; or  
(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 the person entitled thereto by reason of his death or insolvency.
- 11 (i)To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.  
(ii)The purchaser shall be registered as the holder of the shares comprised in any such transfer.  
(iii)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 in reference to the sale.
- 12 (i)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.  
(ii)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.



### **Calls on shares**

- 13 (i)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:  
Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.
- (ii)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.
- (iii)A call may be revoked or postponed at the discretion of the Board.
- 14 A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
- 15 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 16 (i)If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.
- (ii)The Board shall be at liberty to waive payment of any such interest wholly or in part.
- 17 (i)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 regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (ii)In case of non-payment of such sum, all the relevant provisions of these regulations 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.
- 18 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 not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

### **Transfer of shares**

- 19 (i)The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii)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.
- 20 The Board may, subject to the right of appeal conferred by section 58 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.
- 21 The Board may decline to recognise any instrument of transfer unless-
- (a)the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
- (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.
- 22 On giving not less than seven days' previous notice in accordance with section 91 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.

### **Transmission of shares**

- 23 (i) 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  
(ii) Nothing in clause (i) 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.
- 24 (i) 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.  
(ii) 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.
- 25 (i) 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.  
(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.  
(iii) 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.
- 26 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.

### **Forfeiture of shares**

- 27 If a member fails to pay any call, or instalment of a call, 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, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
- 28 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.
- 29 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 any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
- 30 (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.  
(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
- 31 (i) 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 to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.  
(ii) 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.

- 32 (i) 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;
- (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- (iii) The transferee shall thereupon be registered as the holder of the share; and
- (iv) 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 or disposal of the share.

- 33 The provisions of these regulations as to forfeiture shall apply in the case of nonpayment 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.

#### **Alteration of capital**

- 34 The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
- 35 Subject to the provisions of section 61, the company may, by ordinary resolution,-
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (d) 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.
- 36 Where shares are 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 regulations 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.
- (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
- 37 The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,-
- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

### **Capitalisation of profits**

- 38 (i) The company in general meeting may, upon the recommendation of the Board, resolve-
- (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 (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards-
- (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 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);
  - (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
  - (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
- 39 (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall-
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
  - (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power-
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
  - (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 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;
- (iii) Any agreement made under such authority shall be effective and binding on such members.

### **Buy-back of shares**

- 40 Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

### **General meetings**

- 41 All general meetings other than annual general meeting shall be called extraordinary general meeting.
- 42 (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

### **Proceedings at general meetings**

- 43 (i) 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.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
- 44 The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
- 45 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 to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
- 46 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 choose one of their members to be Chairperson of the meeting.

### **Adjournment of meeting**

- 47 (i)The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.  
(ii)No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.  
(iii)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.  
(iv)Save as aforesaid, and as provided in section 103 of 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.

### **Voting rights**

- 48 Subject to any rights or restrictions for the time being attached to any class or classes of shares,-  
(a)on a show of hands, every member present in person shall have one vote; and  
(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.
- 49 A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- 50 (i)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.  
(ii)For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 51 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 legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

52 Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

53 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

- 54 (i)No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.  
(ii)Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

### **Proxy**

- 55 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, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
- 56 An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
- 57 A vote given in accordance with the terms of an instrument of proxy shall be valid, 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: 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.

### **Board of Directors**

- 58 The following are the first directors of the Company  
Mr. Anup Agarwal  
Mr. Sunil Gupta  
Mr. Pankaj Jha

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

60 The Board may pay all expenses incurred in getting up and registering the company.  
61 The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

62 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.

63 Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

- 64 (i)Subject to the provisions of section 149, 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.  
(ii)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.

#### **Proceedings of the Board**

- 65 (i)The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.  
(ii)A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

- 66 (i)Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.  
(ii)In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

67 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.

- 68 (i)The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.  
(ii)If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

- 69 (i)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 as it thinks fit.  
(ii)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.

- 70 (i)A committee may elect a Chairperson of its meetings.  
(ii)If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

- 71 (i)A committee may meet and adjourn as it thinks fit.  
(ii)Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

72 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 acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

73 Save as otherwise expressly provided in the Act, a resolution in writing, signed by all 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.

#### **Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer**

74 Subject to the provisions of the Act,-

(i) A chief executive officer, manager, company secretary or 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 or chief financial officer so appointed may be removed by means of a resolution of the Board;

(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer

75 A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

#### **Dividends and Reserve**

76 The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

77 Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

78 (i) 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 applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing 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.

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

79 (i) 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.

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

(iii) 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.

80 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.

81 (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid 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.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

82 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.

83 Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

84 No dividend shall bear interest against the company.

#### **Accounts**

85 (i)The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.

(ii)No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

#### **Winding up**

86 Subject to the provisions of Chapter XX of the Act and rules made thereunder-

(i)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.

(ii)For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(iii)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**

87 Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.



Sr. No.	Subscriber Details				
	Name, Address, Description and Occupation	DIN/PAN	Place	Sign	Date
1	VEDANTA LIMITED CIN:L13209MH1965PLC291394 Address: 1st Floor, C Wing, Unit 103, Corporate Avenue Atul Projects, Chakala, Andheri (East) Mumbai City 400093 Authorised Representative Arun Misra Address: D8, Ambavgarh, The Junior Study School, Girwa, Udaipur, Rajasthan 313001 Occupation: Professional	01835605	Udaipur		09/10/2023
2	Mansi Dhiman D/o Nirmal kumar Dhiman Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: Sector 12 A, Panchkula, Sector 8 , Haryana 134109 Occupation: Professional	07597797	Delhi		09/10/2023
3	Jagdeep Singh S/o Kuldip Singh Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: 1026, B 1, Vasant Kunj, South West Delhi, New Delhi 110070 Occupation: Professional	06612096	Delhi		09/10/2023
4	Mayank Totla, S/o Devkinandan Totla Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: B 403 Samarpan C H S Ltd. Kanakia Spaces Near Magathane Metro Station Off. Western Express Highway Borivali East, Mumbai 400066 Occupation: Professional	AFHPT8600D	Mumbai		09/10/2023
5	Pankaj Jha, S/o Ganesh Jha, Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: Tirupati Tower, Flat No. 4, Block B, 1 <sup>st</sup> Floor, 13/1 Dharmatala Road, Nr PNB Bank Belur Branch, Belur, Howrah 711202, Occupation: Professional	09114381	Jharsuguda		09/10/2023
6	Anup Agarwal S/o Satya Narain Agarwal Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: WHA 033, Westend Heights, DLF Phase 5, Chakarpur, Gurgaon, Haryana 122002 Occupation: Professional	08551388	Delhi		09/10/2023
7	Sunil Gupta S/o Mangilal Gupta, Nominee Shareholder Of Vedanta Limited CIN: L13209MH1965PLC291394 Address: S-9 Bungalow, Vedanta Meadows, Jharsuguda, Odhisha 768201 Occupation: Professional	08558177	Jharsuguda		09/10/2023

Certified True Copy  
For Vedanta Iron and Steel Limited

ANUP  
AGARWAL

Digitally signed by  
ANUP AGARWAL  
Date: 2024.01.06  
18:08:25 +05'30'

Anup Agarwal  
Director  
DIN: 08551388