

MEMORANDUM
And
ARTICLES OF ASSOCIATION
OF
STARLITE GLOBAL ENTERPRISES
(INDIA) LIMITED

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, आंध्र प्रदेश

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L17110AP1962PLC000915

मैसर्स TELANGANA SPG AND WVG MILLS LTD

के मामले में, मैं प्लतद्वारा सत्यापित करता हूँ कि मैसर्स
TELANGANA SPG AND WVG MILLS LTD

जो मूल रूप में दिनांक तीन जुलाई उन्तीस को भारत की कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
TELANGANA SPG AND WVG MILLS LTD

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. A81749558 दिनांक 17/05/2010 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
STARLITE GLOBAL ENTERPRISES (INDIA) 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 हैदराबाद में आज दिनांक सत्राह मई दो हजार दस को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Andhra Pradesh

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L17110AP1962PLC000915

In the matter of M/s TELANGANA SPG AND WVG MILLS LTD

I hereby certify that TELANGANA SPG AND WVG MILLS LTD which was originally incorporated on Third day of July Nineteen Hundred Sixty Two under the Companies Act, 1956 (No. 1 of 1956) as TELANGANA SPG AND WVG MILLS LTD 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 A81749558 dated 17/05/2010 the name of the said company is this day changed to STARLITE GLOBAL ENTERPRISES (INDIA) LIMITED. and this Certificate is issued pursuant to Section 23(1) of the said Act

Given under my hand at Hyderabad this Seventeenth day of May Two Thousand Ten .

(SATYAJIT ROUL)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

आंध्र प्रदेश

Andhra Pradesh

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता
Mailing Address as per record available in Registrar of Companies office
STARLITE GLOBAL ENTERPRISES (INDIA) LIMITED
NARSAPUR ROAD, P.O. BALANAGAR,, HYDERABAD,,
ANDHRA PRADESH,
Andhra Pradesh, INDIA



Form I.R.

CERTIFICATE OF INCORPORATION

No. 915 of 19-6-63

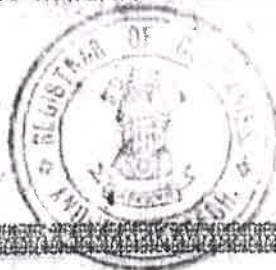
I hereby certify that TELANGANA SPINNING AND WEAVING MILLS LIMITED

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

Given under my hand at HYDERABAD

this THIRD day of JULY,

One thousand nine hundred and SIXTY TWO (Asadha 12, 1884 (Saka).)



(Signature)
(H.S. KAMEANI).
Registrar of Companies,
Andhra Pradesh.

ch.

J.S.C. 1
MFP-1037 JSC-12401-(C-1082)-19-8-57-15,000.

For Starlite Global Enterprises (India) Limited

(Signature)
Director



(Signature)

COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
STARLITE GLOBAL ENTERPRISES (INDIA) LIMITED

- I. The name of the Company is "STARLITE GLOBAL ENTERPRISES (INDIA) LIMITED."¹
- II. The Registered office of the Company shall be situated in the State of "Telangana".
- III. The objects for which the Company is established are:
 - A. ***The Objects to be pursued by the Company on its Incorporation are²
 1. To carry on business of contractors, Builders, Town planners, Infrastructure developers, Estate developers and Engineers land developers, Land Scapers, estate agents, immovable property dealers and to acquire, buy, purchase, hire or otherwise lands, buildings, civil works immovable property of any tenure or any interest in the same and to erect and construct, houses, flats, bungalows, kothis or civil work of every type on the land of the Company or any other land or immovable property whether belonging to the Company or not and to pull down, rebuild, enlarge alter and other conveniences and to deal with and improve, property of the Company or any other Immovable property in India or abroad and to engage civil mechanical and labour contractors, professionals building and erection engineers as may be required and necessary and to act as a dealers, importer, exporters of materials and to undertake manufacturers of various products, by-products, prefabricated and pre cast houses and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same, dispose-off or maintain the same.
 2. To carry on the business of construction and development of hi-technology industrial parks, residential townships, vocational training centres, leisure parks, convention centres, multi-storied buildings/ colonies, commercial complexes, office complexes, market, shopping complexes, club, mall, public and private estates/ villas, hospitals and development of other infrastructural facilities and to act as technical consultants and advisors in all matters relating to rural and urban infrastructural developments in India & / or outside India and to carry on the business of leasing and as such to give on lease all kinds of equipment's, plant and machinery, household articles, land, buildings, office space, agricultural land, plantations, agricultural produce, vehicles, electrical and

¹ The name of the Company was changed from Telangana Spinning and Weaving Mills Limited to Starlite Global Enterprises (India) Limited with effect from 17-05-2010.

*Alteration made to Memorandum of Association by Special Resolution dated 06-01-79 confirmed by Company Law Board, Southern Bench on 11-04-1979.

*Object clause added by Special Resolution passed by Postal Ballot dated 24-03-2010.

**Additional object clause added by Special Resolution passed by Postal Ballot dated 24-03-2010.

***Additional new object clause vide EGM dated 29-12-2012 by Special Resolution.

² Amended Main object clause of the Company vide postal ballot dated 25-07-2023 by Special Resolution to replace the existing MOA with the new MOA.




electronic equipment's, goods, articles and commodities of all kinds and other movable and immovable properties, rights, claims and other interests there in.

3. To undertake the business of providing leasing and services of management, maintenances of co-working space, office space (plug and play), multi-storied buildings/ colonies, commercial complexes, office complexes, market, shopping complexes, club, mall, public and private estates/ villas, hospitals and operations thereon of common services for the benefit of the owners, corporates, lessees, occupants and residents thereof on such terms and conditions and for such considerations as may be agreed to between the parties and run the same with such additions, alterations, improvements or limitation as may be deemed fit in India & / or outside India and to do all matters connected therewith or incidental thereto and to carry on business in the purchase and sale of Immovable properties such as lands, buildings, estates and to manage lands, building, houses and any other property belonging to the Company and collect rents and income, necessary to provide the tenants and occupiers of such convenience and advantages.
4. To carry on all or any of the business in natural fibers namely cotton, silk, flax, hemp, jute, wool combers, worsted spinners, woolen spinners by way of manufacturing, processing and trade in fiber &/or products like yarn, fabrics, garments and by by-products which includes man-made fiber/yarns like polyester & viscose and to carry on the business of spinning, knitting, weaving, bleaching, dyeing, doubling, reeling and finishing as manufactures, processors, importers, exporters and traders in cotton all other natural fibers (organic or inorganic) and all types of man-made fiber either wholly or mixed in any proportion and to act as manufacturers, processors and dealers of such products including readymade garments, technical textiles, carpets blankets and other products thereon in India & / or outside India.
5. To carry on in India or elsewhere the business of generation, storage, accumulation, transmission, distribution, supply, purchase, sale, exchange, export, import, trading in electricity including solar power, wind power, any renewable energy, any other source of energy whether conventional or non-conventional and to construct, lay-down, establish, fix and carry-out all necessary infrastructures including power stations, cables, wires, transmission lines, accumulators and other equipment's relating thereto.

III (b) Matters which are necessary for furtherance of the objects specified in Clause III (a) are³

6. To apply for purchase or by any other means, acquire any patents, prolong and renew, any patents, patent rights, brevets de-invention licenses protections and the concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account, and to manufacture under grant licenses or privileges in respect of the same and to spent money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which any acquire or propose to acquire.
7. To carry on all or any of the business, namely to purchase, take on lease or otherwise acquire land, buildings, plant and machinery tools for the purpose aforesaid and to construct, erect and equip Mills, factories, offices, dwelling in India and/ or outside India.

³ Amended Matters which are necessary for furtherance of the objects specified in Clause III (a) are Main object clause of the Company vide postal ballot dated 25-07- 2023 by Special Resolution





The image shows a handwritten signature in blue ink over a circular blue stamp. The stamp contains the text "STARLITE GLOBAL ENTERPRISES (INDIA) LTD. HYDERABAD" around the perimeter and a star symbol at the bottom.

8. To form, incorporate or promote any company or companies, association or associations, subsidiary or otherwise for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to transfer to any such company property of the Company and to be interested in or take or otherwise acquire, hold, sell, or otherwise dispose of shares, debentures and other securities in or of any other company for all or any of the objects of the Company, and to subsidize or otherwise assist any such company.
9. To set up, construct, take on lease or in any other manner and to operate render technical advice in constructing, furnishing, running and management of retail business including brand & non branded stores, departmental stores, fashions (includes cosmetics) stores, direct to home & mail order catalogue for all category of products and services dealing in all kinds of goods, materials and items in India or any other part of the world.
10. To deal in all kind of garments, fabrics, accessories and allied goods in India and abroad.
11. To purchase, take on lease or in exchange or otherwise acquire, any, movable or immovable property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business and in particulars any land, building, easements, machinery, plants and stock in trade and to construct maintain after any buildings, or works, necessary or convenient for the purpose of the company."
12. To purchase, take on lease or otherwise acquire lands in India or elsewhere and in particular lands producing or likely to produce cotton, jute or other fibrous substances and also to grant concessions, claims, licenses of any description of and over any such land and / or to work develop, improve and cultivate the same
13. To enter into partnership or into any arrangements for sharing profits, union of interest, joint venture, co-operation, reciprocal concession or otherwise with any person, firm or Company carrying on or engaged in or about to carry on or engage in, any business or transaction which this Company is authorized may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company and to lend money to, guarantee the contracts of or otherwise assist any such person, firm or company and to take or otherwise acquire and hold, re-issue, with or without guarantee or otherwise deal with the same.
14. To acquire, develop and turn to account any land, in particular by laying out and preparing the same for building purpose, constructing, altering, pulling down, decorating, maintaining, finishing, fitting up and improving building and by planting, drawing, forming, cultivating, letting on building lease or building agreement, and by advancing into contracts and arrangements of all kinds with builders, tenants and others; and also to take up infrastructural & developmental and construction projects i.e. residential/ commercial/ industrial; Tourist and entertainment sectors as well as in private and public sectors including taking up high value projects for construction of warehouse cold storage plants, and laying roads, Bridges, culverts, Canals and other like nature projects both in India as well as in countries outside India.
15. To manage lands, buildings, houses, and any other property belonging to the Company and collect rents and income necessary to provide the tenants and occupiers of such convenience and advantages.
16. To enter into any arrangements with any Governments or states or authorities, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them and to obtain from



any such governments or state or authority any rights privileges and concessions which the Company may think it desirable to obtain and to carry out exercise and comply with any such arrangements, rights, privileges and concession.

17. To undertake carry on any business, transaction or operation commonly undertaken or carried on by promotes of Companies, concessionaries, contracts for public and other works, or merchants.
18. To wash, clean purify, scour, bleach, wring, dry, iron, colour, dye, disinfect, renovate and prepare for use all articles of wearing apparel, hose hold, domestic and other linen and cotton and woolen goods and clothing and fabrics of all kinds.
19. To carry on all or any of the business of manufacturing in India & / or outside India of Industrial Alcohol (Rectified Spirit), alcohol, ethanol and other chemicals and sell by retail or whole sale such products.
20. To cultivate buy, sell and deal in raw or finished cotton, wool jute, silk, artificial silk and other fibrous substances and to prepare, spin, clean, press and pack the same and sell the materials so manufactured.
21. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any person, firm or company carrying on any business which this Company is authorized to carry on and to purchase acquire, apply for hold, sell and deal in share, stock, debenture of any such person, firm or company and to conduct or make, carry into effect any arrangement in regard to the winding up of the business of any such persons firms or Company.
22. To be interested in promote, and undertake the formation and establishment of such institutions, business, pools, combines, syndicates-industrial, trading or manufacturing-as may be considered to be conducive to the profit and interest of the Company and to acquire promote and / or subside interests in any industry or undertaking and to carry on any other business (industrial, trading, manufacturing or other) which may seem to the company capable of being conveniently carried on in connection with any of the objects of the Company of or otherwise calculated, directly or indirectly, to render any of the Company's properties or rights for the time being profitable.
23. To establish, appoint, register, regulate and discontinue branches, offices, agents, representatives, depots, distributors, retailers in India and Abroad, as the Company may from time to time determine for carrying out all or any of the Company objects and to act as Agents for others.
24. To set up subsidiary (ies) or part owned by the Company in India or outside India which include step down subsidiary.
25. To deal, exchange, mortgage, let, sub-let, lease, rent or hire, royalty or tribute, grant licences, easements, dispose, options and other rights over and in any other manner, deal with or dispose off the whole or any part of the undertaking, business or property, land, factory, facilities, warehouses, buildings, other assets, rights and effects of the Company for such consideration as may be thought fit.
26. To sub-let all or any contracts from time to time and upon such terms and conditions as may be thought expedient.

27. To sell, mortgage, assign or lease and in any other manner deal with or dispose of the undertaking or properties of the Company or any part thereof, whether movable or immovable for such consideration as the Company may think fit and in particular for shares, debentures or other securities of any other Company having objects altogether or in part similar to those of this Company.
28. To improve, manage, work, develop, alter, exchange, mortgage, lease, turn to account, abandon or otherwise deal with all or any part of the properties, rights and concessions of the Company.
29. To Purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any person, firm or company, carrying on any business which this Company is authorized to carry on, or possessed of property or rights suitable for any of the purpose of the Company, and to purchase, acquire, apply for hold, sell, deal in shares, stock, debentures or debentures stock of any such person, firm and company and to conduct make to carry into effect any arrangement in regard to the winding up of the business of any such person, firm of the Company.
30. To carry on in India or elsewhere the business to develop, generate, receive, distribute/ supply, produce, improve, buy, sell, resell, acquire, transmit, accumulate, employ, distribute, develop, handle, protect, supply electric power from any source and to act as agent, broker, representative, consultant, collaborator, or otherwise to deal in electric power in all its branches of such place or places as may be permitted by appropriate authorities by establishment of power plants including solar power plants and invest in Solar Power Projects/ Plants/Units and Companies and to carry on in India or elsewhere all or any of the business or businesses to manufacture, design, buy, sell, import, export, develop, invent, improve, carry out research, prepare, own, make use of, maintain, repair, alter, convert, distribute, license, hire, lease, franchise, act as principals, agents, contractors, lessors, consultants and otherwise deal in all kinds of silicon and non-silicon based solar crystalline and thin film panels, photovoltaic cells, modules, systems (including solar thermal technology and concentrator type solar cells, module and systems) capable of being used for or in connection with application of solar power, whether for lighting, heating sound, communications (including telecommunications) or otherwise for industrial domestic agricultural and defense purposes, promote, develop, build, own, acquire, erect, construct, establish, maintain, improve, manage, operate, alter, carry on, control, take on hire lease, sell, transfer power plants, co-generation, power plants, energy conservation projects, power houses, canals, transmission and distribution system for generation, distribution, transmission and supply of electrical energy and to take up turnkey contracts within the country and outside involving Engineering, Consultancy, Procurement, Construction, Project Management and Completion in power sector.
31. To enter into partnership or into any arrangement (including joint venture).
32. To amalgamate, acquire and underwrite all or any part of the business, property and liabilities of any person, firm or company carrying on or proposing to carry on any business, which the Company is authorized to carry on or take possession 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 to directly or indirectly benefit the Company.
33. To purchase, own, take on lease or in exchange or otherwise acquire and undertake all or any part of the business rights, privileges, property and liabilities of and to amalgamate or enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal concessions or otherwise with any person or persons, firm or company or companies having objects altogether or in parts similar to those of the Company and carrying on or




engaged in or about to carry on any transaction which the company is authorized to carry on or engage in or which can be carried on in conjunction therewith so as to, directly or indirectly, benefit the Company.

34. To promoter and form and to be interested in and take to, apply for, acquire, hold and dispose of shares in any other Company having objects similar altogether or in part to those of this Company or carrying on any business capable of conducted so as directly or indirectly to benefit the Company, and to subsidize or assist any such company financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue of shares, stock, debentures stock and other securities of such company.
35. To open Bank Accounts of all kinds including overdrafts and to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
36. To advertise and publicize or promote the sale of any goods, articles or things produced, manufactured, traded or dealt in any manner by the Company as may be deemed expedient including advertising in the press, TV, posting of bills, the issue of publications or circulars, pamphlets, price lists, leaflets, catalogues, brochures or by the circulation of momentous, or by granting prizes, rewards, gifts and other articles.
37. To make such arrangements as the Company may deem fit for the holding of any property of the Company in the name of Trustees or a Trustee for the Company.
38. To create any depreciation fund, reserve fund, insurance fund, or any special fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the company or for redemption of debentures or redeemable preference shares or for any other purpose whatsoever conducive to the interest of the company.
39. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory provident, pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the company, or of any company, which is subsidiary of the company or is allied to or associated with the company or who are or were at any time Directors or Officers of the company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons and also establish and subsidies and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the company or 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.
40. To distribute among the members, in specie, any property of the company or any proceeds of sale or disposal of any property of the company, subject to the provisions of the Companies Act.
41. The objects of the Company shall be carried out by the Company either directly or through Special Purpose Vehicles created for specific purpose.
42. To pay for any properties, rights or privileges acquired by any Company in shares or debentures of this company or partly in shares or debentures and partly in cash or otherwise and to give shares




or stock or debentures of this company in exchange of shares of stock or debentures of any other company.

43. To pay all the costs, charges and expenses of and incidental to the promotion and formation registration and establishment of the company and the issue of as capital, including any underwriting or other commissions, brokers fees and charges in connection therewith.
44. To remunerate or make donations to (by cash or other assets, or by the allotment of fully or partly paid shares or by a call or option on shares, debentures, debentures stock or securities of this of any other company or in any other manner) whether out of the Companies capital profits or otherwise any person or persons for services rendered or to be rendered in introducing any property or business to the company or placing or assistance to place or guaranteeing the subscription of any shares, debentures, debenture stock or other securities of the company or for any other reason which the company may think proper.
45. To procure the registration or other recognition of the company in any country, state or place and to establish and regulate agencies for the purpose of the company business.
46. To apply, join in applying to and obtain from any parliament or legislative authority, Government, Local, Municipal or other Authority or Body, British, Colonial or Foreign, or with any Rajahs, Zamindars, Landholders, or other persons for any acts or parliament, or other acts of legislature, laws, decrees, concessions, order, rights or privileges or authority that may seem conducive to the Company's objects or any of them or may seem expedient to obtain any provisional order or act of legislature for enabling the Company to carrying any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications or legislation or grant or withdrawal of any rights, privileges or concessions of any impositions or alteration or cancellation of any taxes or any taxes or duties or tariff which may seem calculated directly or indirectly to prejudice the Company's interests.
47. To open and keep register or registers in any country, state, territory or domination wherever in may be deemed advisable to do so and to allocate any number of shares in the company to such register.
48. To undertake and execute any trusts, the undertaking where off may seem desirable, either gratuitously or otherwise.
49. To draw, make issue, accept and to endorse, discount and negotiate promissory notes, hundies, bill of exchanges, bill of lading, delivery orders, warrants, warehouse keeper's certificate and other negotiable or commercial or mercantile instruments connected with the business of the Company.
50. To invest, apply for and acquire or otherwise employ moneys belonging to or entrusted to the Company upon securities and shares or without security, upon such terms as may thought proper and from time to time to vary much transaction in such manner as the company may think fit.
51. To receive money, securities or valuable on deposit at interest or otherwise from persons having dealing with the Company or for custody on any terms whatsoever, provided the Company shall not carry on the business of banking as defined under the Banking Regulations Act, 1949.



The image shows a handwritten signature in blue ink, which appears to be 'S. Anand', written over a circular blue stamp. The stamp contains the text 'GLOBAL ENTERPRISES INDIA LTD.' around the top edge, 'HYDERABAD' in the center, and 'STARTED' at the bottom. There is a small star symbol at the bottom of the stamp.

52. To lend and advance money, either with or without security and give credit to such persons, firms, or body corporate (including government) or Company and in particular to customers and other having dealing with the Company on such terms and conditions as the Company may think fit provided that the Company shall not do any business of banking within the meaning of Banking Regulations Act, 1949.
53. To make advance upon or for the purchase of materials, good machinery stores and other articles required for the purpose of the Company.
54. To do all such other things in any part of the world as may be deemed incidental or conducive to attainment of the main objects or any of them.

4. The liability of the Member of the Company is Limited.

5. The Authorized Share Capital of the Company is Rs.500.00 Lakhs (divided into 48,00,000 Equity shares of Rs.10/- each and 2,00,000 Redeemable Cumulative Preference Share of Rs.10 each) with Rights, Privileges and conditions attached there to as are provided by the regulations of the Company for the time being in force with power to increase or reduce the capital and to divide the shares in the Capital for the time being into several classes and attach there to respectively, subject to laws for the time being in force such Rights, Privileges or Conditions as may be determined by or in accordance with Regulation of the Company and to vary, Modify or abrogate any such Rights, Privileges or Conditions such manner as may for the time being be provided by the Regulation of the Company.⁴



⁴ Amended Authorized share capital clause vide EGM dated 09-04-2007 by Special Resolution

We, the several persons, whose names and address are subscribed hereto, are desirous of being formed into 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 apposite to our respective names.

Sl. No.	Name of the subscribers	Addresses, Occupation and Description of subscribers	No. of shares taken by each subscriber	Witness to the Signature of the Subscribers
1.	(Sd.) J. Rameshwar Rao	S/o. Late Raja Krishnadev Rao, Agriculture & Business, Green Gates, Salfabad, Hyderabad - 500022, AP.	500 (Five Hundred)	
2.	(Sd.) M.V. Subba Rao	S/o Sri M. Satyanarayanamurthi Banking Service, 118, Marredpalli, Secunderabad:	100 (One Hundred)	
3.	(Sd.) M.K.R. Charl	S/o. Sri M.K. Krishnamaohartar Company Service 421, Ghandnagar, Secunderabad.	10 (Ten)	
4.	(Sd.) Shanta Rameshwar Rao	W/o. Sri. J. Rejeshwara Rao; House Wife Green Gates, Salfabad; Hyderabad - 500022, A.P.	10 (Ten)	(Sd.) S.V. Hanumantha Rao S/o. S. Kondalah Accountant Green Gates Hyderabad - 500022.
5.	(Sd.) W.R. Reddy	S/o. Late B. Ranga Reddy Agriculture & Industry. No. 4474, Lingampalli, Hyderabad.	10 (Ten)	
6.	(Sd.) G.K. Reddy	S/o. B. Vithal Reddy Business 142-A, Penderghast Road, Secunderabad.	10 (Ten)	
7.	(Sd.) N.D. Bhalerao	S/o. Raja. Dhondiraj Bdr. Rajwant Nivas Somajiguda, Hyderabad - 4.	10 (Ten)	

Dated at Hyderabad this 30th day of June 1962.

7

The Companies Act, 2013
A COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
STARLITE GLOBAL ENTERPRISES (INDIA) LIMITED.

Interpretation

I. (1) In these regulations—

- (a) "the Act" means the Companies Act, 2013,
- (b) "the seal" means the common seal of the company.

- (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

Share capital and variation of rights

II.1. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall 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.

For Starlite Global Enterprises (India) Limited

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Director

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(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.(f) 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.

(j) 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 recognized 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. (j) 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 rule 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. (a) 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 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 share 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 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 dividend 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 authorising the call was passed and may be required to be paid by installments.

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 shareholder, shall be the only persons recognized 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 complied with.

Forfeiture of shares

27. If a member fails to pay any call, or installment 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 installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment 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.
- (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. (a) 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 (i) 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 General meetings to be conducted as per the Secretarial Standard on General Meetings (SS-2) issued by The Institute of Company Secretaries of India.

(ii) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(iii) 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 number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

The followings are the First Directors of the Company.

1. Raja J. Rameswar Rao, Hyderabad.
2. Shi N.V. Ramakrishana Reddy, Bengalore
3. Shi J.V. Somayajulu, Madras.

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.

(i) 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.

(ii) (a) The Board of Directors shall have powers to appoint a person, not being a person holding any alternate directorship for any other director in the company, to act as an alternate director for a director during his absence for a period of not less than 3 months from.

(b) A person shall not be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of this Act.

(c) An alternate director shall not hold office for a period longer than that permissible to the director in whose place he has been appointed and shall vacate the office if and when the director in whose place he has been appointed returns to India.

(d) If the term of office of the original director is determined before he so returns to India, any provision for the automatic re-appointment of retiring directors in default of another appointment shall apply to the original, and not to the alternate director.

(iii) The Board shall appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement or by the Central Government or the State Government by virtue of its shareholding in a Government company.

Proceedings of the Board

65. (i) The Board meeting to be conducted as per the Secretarial Standard on Meetings of the Board of Directors (SS-1) issued by The Institute of Company Secretaries of India.

(ii) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(iii) 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.

Powers of the Board

74. The Board of Directors shall exercise the following powers on behalf of the company by means of resolutions passed at meetings of the Board, namely:—

- (a) to make calls on shareholders in respect of money unpaid on their shares;
- (b) to authorise buy-back of securities under section 68;
- (c) to issue securities, including debentures, whether in or outside India;
- (d) to borrow monies;
- (e) to invest the funds of the company;
- (f) to grant loans or give guarantee or provide security in respect of loans;
- (g) to approve financial statement and the Board's report;

- (h) to diversify the business of the company;
- (i) to approve amalgamation, merger or reconstruction;
- (j) to take over a company or acquire a controlling or substantial stake in another company;
- (k) any other matter which may be prescribed

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

75. 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.
76. 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.

The Seal

77. (i) The Board shall provide for the safe custody of the seal.

- (ii) 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 two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

Dividends and Reserve

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

79. 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.

80. (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.

81. (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.

82. 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.

83. (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.

84. 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.

85. 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.

86. No dividend shall bear interest against the company.

Accounts

87. (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

88. 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

89. 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.

Secrecy

90.(i) Every Director, Manager, Trustee, Member of the Committee, officer, Servant, Agents, Accounts or other person employed in the business of the Company shall, if so required by the Directors before entering upon his duties sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company, with the customers and the state of the account with individual and in matter relating thereto and shall by such declaration pledge himself not to reveal any of the matters which shall come to his knowledge in the discharge of his duties, except when required to do by the Directors or by a court of law and except so far as may be necessary in order to comply with any of the provisions contained in these Regulations.

(ii) No member or other person (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the premises or properties of the Company without the permission of the Directors to require discovery of or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process of or of any matter whatsoever which may be related to the conduct of the business of the Company and which in opinion of the Directors will be in expedient in the interest of the Company to communicate.

Sl. No.	Name of the subscribers	Name, Address and description and occupation of Witness
1.	(Sd.) J. Rameshwar Rao S/o. Late Raja Krishnadev Rao, Agriculture & Business, Green Gates, Saifabad, Hyderabad – 500022, AP.	
2.	(Sd.) M.V.Subba Rao S/o Sri M. Satyanarayanamurthi Banking Service, 118, Marredpalli, Secunderabad.	
3.	(Sd.) M.K.R. Charl S/o. Sri M.K.Krishnamachariar Company Service 421, Ghandinagar, Secunderabad	
4.	(Sd.) Shanta Rameshwar Rao W/o. Sri. J.Rajeshwara Rao, House Wife Green Gates, Saifabad, Hyderabad – 500022, A.P.	(Sd.) S.V.Hanumantha Rao S/o.S.Kondaiah Accountant Green Gates Hyderabad– 500022.
5.	(Sd.) V.R. Reddy S/o. Late B.Ranga Reddy Agriculture & Industry 3-4-474, Lingampalli, Hyderabad.	
6.	(Sd.) G.K.Reddy S/o. B.Vithal Reddy Business 142-A, Penderghast Road, Secunderabad	
7.	(Sd.)N.D.Bhalerao S/o.Raja Dhondiraj Bdr, Rajwant Nivas Somajiguda, Hyderabad – 4.	

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For Starlite Global Enterprises (India) Limited

Director

For Starlite Global Enterprises (India) Limited

Managing Director