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**MEMORANDUM OF ASSOCIATION  
&  
ARTICLES OF ASSOCIATION  
OF  
RELIANCE O2C LIMITED**

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**GOVERNMENT OF INDIA**  
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai  
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: U11100MH2019PLC320141

**SECTION 13(1) OF THE COMPANIES ACT, 2013**

**Certificate of Registration of the Special Resolution Confirming Alteration of  
Object Clause(s)**

The shareholders of M/s RELIANCE NAVI MUMBAI INFRA LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 13-08-2019 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this Eleventh day of September Two thousand nineteen.

DS Ministry of  
Corporate  
Affairs 23

URMILA PUNJA PARMAR

Registrar of Companies  
RoC - Mumbai

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

RELIANCE NAVI MUMBAI INFRA LIMITED

2nd FLOOR, MAKER CHAMBERS IV,, 222 NARIMAN POINT,, MUMBAI,  
Mumbai City, Maharashtra, India, 400021





सत्यमेव जयते  
GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies  
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

**Certificate of Incorporation pursuant to change of name**  
*[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]*

Corporate Identification Number (CIN): U11100MH2019PLC320141

I hereby certify that the name of the company has been changed from RELIANCE NAVI MUMBAI INFRA LIMITED to RELIANCE O2C LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name RELIANCE NAVI MUMBAI INFRA LIMITED.

Given under my hand at Mumbai this Eleventh day of September two thousand nineteen.

DS Ministry  
of Corporate  
Affairs 23

Digitally signed by DS Ministry of Corporate Affairs 23  
DN: cn=DS, postalCode=400002, st=Maharashtra,  
serialNumber=Prithvi@RegistrarofCompaniesMumbai  
Line: Mumbai, 23-431-1000-Enclave, sec=Ministry of  
Corporate Affairs, o=Ministry of Corporate Affairs 23  
on: DS: Signature of Corporate Affairs 23  
Resolving T data on the accuracy and integrity of this  
document  
Date: 2019.09.11 16:58:20 +05'30'

V T SAJEEVAN

Registrar of Companies  
RoC - Mumbai

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

RELIANCE O2C LIMITED

2nd FLOOR, MAKER CHAMBERS IV,, 222 NARIMAN POINT,, MUMBAI, Mumbai City,  
Maharashtra, India, 400021





सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

RoC Bhavan, Opp Rupal Park Society Behind Ankur Bus Stop, Ahmedabad, Gujarat, India, 380013

Corporate Identity Number: U11100GJ2019PLC113609

**SECTION 13(5) OF THE COMPANIES ACT, 2013**

**Certificate of Registration of Regional Director order for Change of State**

M/s RELIANCE O2C LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Maharashtra to the Gujarat and such alteration having been confirmed by an order of Regional Director bearing the date 30/04/2020.

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

Given under my hand at Ahmedabad this Twenty first day of May Two thousand twenty.



MANOJA KUMAR SAHU

Registrar of Companies

RoC - Ahmedabad

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

RELIANCE O2C LIMITED

Office -101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi,  
Ahmedabad, Ahmedabad, Gujarat, India, 380006





GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

## Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that RELIANCE NAVI MUMBAI INFRA LIMITED is incorporated on this Twenty fourth day of January Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U70109MH2019PLC320141.

The Permanent Account Number (PAN) of the company is **AAJCR3814P**

The Tax Deduction and Collection Account Number (TAN) of the company is **MUMR39652E**

Given under my hand at Manesar this Twenty fourth day of January Two thousand nineteen .



Digital Signature Certificate

Keerthi Thej N

Deputy Registrar Of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on [www.mca.gov.in](http://www.mca.gov.in)

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

RELIANCE NAVI MUMBAI INFRA LIMITED

2nd FLOOR, MAKER CHAMBERS IV,, 222 NARIMAN POINT,,

MUMBAI, Mumbai City, Maharashtra, India, 400021



\* as issued by the Income Tax Department

**THE COMPANIES ACT, 2013**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**RELIANCE O2C LIMITED**

- I. The name of the Company is RELIANCE O2C LIMITED<sup>1</sup>.
- II. The Registered Office of the Company will be situated in the State of Gujarat.<sup>3</sup>
- III. The objects for which the Company is established are the following:
  - A. THE OBJECTS TO BE PURSUED ON INCORPORATION OF THE COMPANY<sup>2</sup>**
    1. To purchase or otherwise acquire petroleum crude oil, natural gas, all kinds of hydrocarbons and mineral substances, both on- shore, within the territorial jurisdiction of the Indian Union and anywhere in the World and to manufacture, refine, extract, treat, reduce, distill, blend, purify and pump, store, hold, transport, use, experiment with, dispose of, import, export and trade and generally deal in any and all kinds of petroleum crude oil, natural gas, associated gas, petroleum products, oil, gas and other volatile substances, asphalt, bitumen, bituminous substances, carbon, carbon black, hydro carbon and mineral substances and the products or the by-products which may be derived, produced, prepared, developed, compounded, made or manufactured therefrom the substances obtained by mixing any of the foregoing with other substances; and to manufacture, produce, make, extract, refine, purify, separate, process, treat, formulate, blend, buy, sell, market, distribute, export, import, pack and otherwise deal in all types of gaseous, liquid or solid organic and inorganic chemicals, their compounds, derivatives and by products mixtures and finished products thereof, including petrochemicals, fertilizers, pesticides, fungicides, weedicides, insecticides, and drugs intermediates, agro chemicals, fine and specially chemicals, dyes and dye intermediates, plastics, polymers, biochemicals, detergents, cosmetics, glass and industrial chemicals.
    2. To carry on the business of manufacturers, dealers, importers and exporters, merchants, agents, factors and financiers and particularly manufacturers, dealers, etc. of all types of petro-chemicals like Naphta, Methane, Ethylene, Propylene, Butenes, Naphthalene, Cyclohexane, Cyclohexanone, Benzene, Phenol, Acetic Acid, Cellulose Acetate, Vinyl Acetates, Ammonia, Caprolactam, Adipic Acid, Hexamethylene, Diamine Nylon, Nylon-6, Nylon 6.6, Nylon 6.10, Nylon 6.11, Nylon 7, their fibres, castings, mouldings, sheets, rods, etc., Ortho-xylene, Phthalic Anhydride, Alkyd Resins, Polyester fibres and films, mixed Xylenes, Paraxylene, Meta-xylene, Toluene, Cumene, Phenol, Styrene, Synthetic Rubbers, Butenes, Butadiene, Methacrolein, Maleic Anhydride, Methacrylates, Alkyd resins, Urea, Methanol formaldehyde, UF, PF and MF resins, Hydrogen-cyanide, Poly-methyl Methacrylate, Acetylene, P.V.C. Polyethylene, Ethylene, dichloride Ethylene oxide, Ethyleneglycol, Ployglycols, Polyurethanes, Paraxylenes, Polystyrenes, Polypropylene, Isopropanol, Acetone, Propylene oxide, Propylene glycol, Acrylonitrile, Acrolein, Acylcesters, Acrylic Fibres, Allyl Chloride, Epichlor-hydrin Epoxy resins and all other petrochemical products and polymers in all their forms like resins, fibres, sheets mouldings, castings, etc.
    3. To carry on in India or elsewhere, the business of buying, selling, marketing, supplying, importing, exporting, trading, storing, distributing, transporting or otherwise dealing in all kinds of petroleum, petroleum products and by products, petrochemicals including other related products and to act as selling agents, commission agents, sales organizers, distributors, stockists, del-credre agents,

C & F agents, wholesalers and retailers for aforesaid products and designing, developing, erecting, installing, setting up, operating, maintaining, managing, owning, leasing, hiring retail or wholesale outlets, pumps, terminals, depots, showrooms, storage tanks, warehouses, godowns, objects, equipment, devices, facilities, infrastructure and to provide other related and ancillary services, facilities, assets or infrastructure, including but not limited to value added services of garage, service station, shop, office, parlours, hotel, motel, restaurant, guest house, rest house, facilities for communication, entertainment, insurance and banking and to plan, establish, develop, provide, promote, use, operate, conduct, procure, facilitate, maintain, do business, provide infrastructure and act as consultants, agent for attaining the above object.

4. To carry on the business of manufacturers, dealers, agents, factors, importers, exporters, merchants and financiers of all kinds of man-made fibres and man-made fibre yarns of all kinds, man-made fibre cords of all kinds and man-made fibre fabrics of all kinds, mixed with or without mixing, materials like woolen, cotton, metallic or any other fibres of vegetable, mineral or animal origin, manufacturing such man-made fibres and man-made fibre products of all description and kinds with or without mixing fibres of other origin as described above, by any process using petrochemicals of all description or by using vegetable or mineral oils or products of all description required to produce such man-made fibres; and to carry on the business of manufacturing, buying, selling, exchanging, converting, altering, importing, exporting, processing, twisting or otherwise handling or dealing in or using or advising users in the proper use of, cotton yarn, pure silk yarn, artificial silk yarn, staple fibre and such other fibre, fibres and fibrous materials, or allied products, by-products, substances or substitutes for all or any of them, or yarn or yarns, for textile or other use, as may be practicable.

<sup>1</sup> The name of the Company has been changed from "Reliance Navi Mumbai Infra Limited" to "Reliance O2C Limited" pursuant to the Special Resolution passed by the shareholders of the Company at their Extra-ordinary General Meeting of the Company held on August 13, 2019.

<sup>2</sup> Amended pursuant to the Special Resolution passed by the shareholders of the Company at their Extra-ordinary General Meeting of the Company held on August 13, 2019.

<sup>3</sup> Substituted for "The Registered Office of the Company will be situated in the State of Maharashtra" vide Special Resolution passed at the Extra Ordinary General Meeting of the Members of the Company held on February 11, 2020.

**B. MATTERS NECESSARY FOR FURTHERANCE OF OBJECTS SPECIFIED IN CLAUSE III(A)**

To do or perform all or any of the following operations, acts or things which are necessary or incidental to carry on the above objects:

1. To enter into agreements and contracts with Indian or foreign individuals, companies or other organisations for technical, financial or any other assistance for carrying out all or any of the objects of the Company.
2. To establish and maintain any agencies in India or any part of the world for the conduct of the business of the Company or for the sale of any materials for the time being at the disposal of the Company for sale.
3. To advertise and adopt means of making known the business activities of the Company or any articles or goods traded in or dealt with by the Company in any way as may be expedient including the posting of bills in relation thereto and the issue of circulars, books, pamphlets and pricelists and the conducting of competitions, exhibitions and giving of prizes, rewards and donations.
4. To apply for, purchase or otherwise acquire and protect, prolong and renew trade marks, trade names, designs, secret processes, patent rights, licenses, protections and concessions which may appear likely to be advantageous or useful for the Company and to spend money in experimenting and testing and improving or seeking to improve any patents, inventions or rights, which the Company may acquire or propose to acquire or develop.
5. To expend money on research, experimentation, development, testing, improving or seeking to improve existing products, patents, rights etc., in connection with any of its activities in pursuance of the aforesaid objects and to expend money to invent, develop, or seek, any new products allied to and in the course of pursuing the objects as detailed in this clause.
6. To work, develop, license, sell or otherwise deal with any inventions in which the Company is interested whether as Owner, Licensee or otherwise, and to make, levy, or hire any machinery required for making or desirable to be used as machines included in such inventions.
7. To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, 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 authorised to carry on or engage in or any business or undertaking or transaction which 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 person, firm or company and to take or otherwise acquire and hold shares or securities of any such person, firm or company and to sell, hold, re-issue with or without guarantees or otherwise deal with such shares and securities.
8. To enter into any arrangement with any Government or State Authority, Municipal, Local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such Government or State Authority, any rights, privileges and concessions which may seem conducive to the Company's objects or any of them.
9. 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 authorised to carry on and to purchase, acquire, apply for, hold, sell and deal in shares, stock, debentures or debenture stock of any such person, firm or company and to conduct, make or carry into effect any arrangement in regard to the winding up of the business of any such person, firm or company.

10. To construct, acquire, establish, provide, maintain and administer factories, estates, railways, buildings, water reservoirs, sheds, channels, pumping installations, generating installations, pipelines, garages, storages and accommodation of all descriptions in connection with the business of the Company.
11. To apply for tender, purchase or otherwise acquire any contracts and concessions for or in relation to the construction, erection, equipment, improvement, managements, administration or control of works and conveniences and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
12. To buy, lease or otherwise acquire lands, buildings and other immovable properties and to sell, mortgage, encumber charge or create security or hypothecate or otherwise dispose of all or any of the properties and assets of the Company on such terms and conditions as the Company may think fit.
13. To amalgamate with any company or Companies having objects altogether or in part similar to those of this Company.
14. To pay all costs, charges and expenses of and incidental to the formation, promotion, registration and establishment of the Company and issue of its capital including any underwriting or other commission, broker's fee and charges in connection therewith including costs, charges of negotiations and contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.
15. To remunerate or make donations (by cash or other assets or by the allotment of fully or partly paid shares or by call on shares, debenture stock or securities of this or any other company or in any other manner) whether out of the Company's capital, profits or otherwise to any person or firm or company for services rendered or to be rendered in introducing any property or business to the Company or placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenturestock or other securities of the Company or for any other reason which the Company may think proper.
16. To undertake and execute any trust, the undertaking whereof may seem desirable either gratuitously or otherwise.
17. To draw, make, issue, accept and to endorse, discount and negotiate promissory notes, hundies, bills of exchange, bills of lading, delivery orders, warrants, warehousekeeper's certificates and other negotiable or commercial or mercantile instruments connected with the business of the Company.
18. To open accounts with any individual, firm or company or with any bank or banks and to pay into and to withdraw moneys from such account or accounts.
19. Subject to the provisions of the Companies Act, 2013, to invest, apply for and acquire or otherwise employ moneys belonging to, entrusted to or at the disposal of the Company upon securities and shares or without security upon such terms as may be thought proper and from time to time vary such transactions in such a manner as the Company may think fit.

20. To subscribe for, acquire, hold and sell shares, share-stocks, debentures, debenture stocks, bonds, mortgages, securities of any kind issued or guaranteed by any company (body corporate or undertaking) of whatsoever nature and howsoever constituted or carrying on business and to subscribe for, acquire, hold and sell shares, share-stocks, debentures and debenture-stocks, debenture-bonds, mortgages and other securities issued or guaranteed by any government, municipal, local or other authority or body of whatsoever nature, whether in India or elsewhere as may be conducive to the business of the Company.
21. To invest, other than investment in Company's own shares, any money of the Company not immediately required in any investment, moveable or immovable as may be deemed proper and to hold, sell, invest in fixed deposits, shares, stocks, debentures, debenture stocks, bonds, obligations or other securities by original subscription, contract tender, purchase, exchange or otherwise, whether or not fully paid up and to exercise, enforce all rights, powers and privileges conferred by or incidental to the ownership thereof.
22. To lend or deposit moneys belonging to or entrusted to or at the disposal of the Company to such person or company and in particular to customers and others having dealings with the Company with or without security, upon terms as may be thought proper and guarantee the performance of contracts by such person or company but not to do the business of banking as defined in the Banking Regulation Act.
23. To lend and advance money, in connection with the business of the Company, with or without security and give credit to such persons (including government) and upon such terms and conditions as the Company may think fit, provided that the Company shall not carry on banking business within the meaning of the Banking Regulation Act, 1949.
24. To guarantee the performance of any contract or obligations and the payment of money or dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered directly or indirectly to furthering the objects of the Company.
25. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debenture stocks, contracts, mortgages or charges, obligations, instruments, securities of any company or of any authority, supreme, municipal, local or of any persons whether incorporated or not incorporated, and generally to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the business of the Company.
26. To make advances upon or for the purchase of materials, goods, machinery, stores and other articles required for the purpose of the Company.
27. To receive money on deposit at interest or otherwise subject to the Rules, if any, prescribed by the Reserve Bank of India.
28. To borrow or raise money with or without security or to receive money on deposit at interest or otherwise, in such a manner as the Company may think fit and in particular by the issue of debentures or debenture stock including debenture or debenture stock convertible into shares of this or any other company and in security of any such moneys to be borrowed, raised or received, to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled capital and to purchase, redeem or pay off any such securities.

29. To pledge, hypothecate, sell, mortgage, assign or lease and in any other manner deal with or dispose of the undertakings 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.
30. To improve, manage, work, develop, alter, exchange, lease, mortgage, turn to account, abandon or otherwise deal with all or any part of the properties, rights and concessions of the Company.
31. To provide for the welfare of the employees or ex-employees of the Company and the spouse, widows, families or dependants or connections of such persons by building or contributing to the building of houses, dwellings or by grant of money, pensions, gratuity, bonus payment towards insurance or other payment or by creating from time to time, subscribing or contributing to, adding or supporting provident funds or trusts or conveniences and by providing provident funds or trusts or conveniences and by providing or subscribing or contributing towards places of instruction or recreation hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit.
32. Subject to the provisions of the Companies Act, 2013, to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects or any public, general or useful objects.
33. To distribute any of the properties of the Company amongst the members in specie or kind upon the winding up of the Company.
34. To fabricate, purchase, construct, take on lease/rent, erect, maintain, machineries, plants, equipments, structurals, carriages related to the business activities of the Company and to take on lease, purchase or otherwise acquire lands and other places including offshore areas which seem capable or affording a supply of natural gas and mineral oils.
35. To deal in or engage in the manufacture of materials required for the packing and preservation and despatch of finished and unfinished goods, raw materials and articles required for the Company, or produced by the Company.

- IV. The liability of the members is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V. The Authorised Share Capital of the Company is ₹ 10,00,000/- (**Rupees Ten Lakh**) consisting of **1,00,000 (One Lakh)** equity shares of ₹ 10/- (**Rupees Ten**) each, with power to increase or reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company.

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				
	Names, Addresses, Descriptions and Occupations of the subscribers	DIN/ PAN/ Passport Number	No. of Shares taken	DSC	Dated
1.	RELIANCE INDUSTRIES LIMITED CIN: L17110MH1973PLC019786 3 RD FLOOR, MAKER CHAMBER IV, 222 NARIMAN POINT, MUMBAI - 400021 OCCUPATION - BUSINESS REPRESENTED BY SETHURAMAN KANDASAMY AUTHORISED VIDE BOARD RESOLUTION DATED 23/03/2018. S/O LATE KANDASAMY IYER ADDRESS: FLAT NO. 903 / 904, C WING, CHAITANYA TOWERS, APPASAHEB MARATHE MARG, PRABHADEVI, MUMBAI – 400 025 OCCUPATION: SERVICE	ADUPK3895Q	49,994 Equity	Sd/-	22/01/19
2.	LAXMIDAS VALLABHDAS MERCHANT NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED S/O LATE VALLABHDAS VITHALDAS VED ADDRESS: RAMKRUPA TOWER, 9TH FLOOR, BLOCK NO. 92, DR. PAREKH STREET, PRATHANA SAMAJ, MUMBAI – 400 004 OCCUPATION: SERVICE	00007722	1 - Equity	Sd/-	22/01/19
3.	SUDHAKAR SARASWATULA NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED S/O LATE NARAYANA SARASWATULA MURTY ADDRESS: A/161, BROOK HAVEN, JOGESHWARI VIKHROLI LINK ROAD, NEAR MAJAS DEPOT, JOGESHWARI (EAST), MUMBAI – 400 060 OCCUPATION: SERVICE	00001330	1 - Equity	Sd/-	22/01/19
4.	SHANKER NATARAJAN NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED S/O NATARAJAN VENKATRAMAN, ADDRESS: FLAT -10, BALAJI PRASAD CHS, R B MEHTA RD, GHATKOPAR EAST, MUMBAI - 400077 OCCUPATION: SERVICE	05199681	1 - Equity	Sd/-	22/01/19

5.	RAVIN CHHABILDAS KAPADIA NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED S/O LATE CHHABILDAS JAGJIVAN KAPADIA ADDRESS: A 506, SHETH HEIGHTS, GALIAKOTWALA ESTATE, R C ROAD, BEHIND ASHISH THEATRE, CHEMBUR, MUMBAI - 400074 OCCUPATION: SERVICE	01484260	1 - Equity	Sd/-	22/01/19
Sr. No.	Subscriber Details				
	Names, Addresses, Descriptions and Occupations of the subscribers	DIN/ PAN/ Passport Number	No. of Shares taken	DSC	Dated
6.	SIDDHARTH ASHOKKUMAR SHAH NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED S/O ASHOKKUMAR SHAH ADDRESS:C-102, VASANT SMRUTI CHS LTD., 90 FEET ROAD, OPP. ST. LAWRENCE SCHOOL, THAKUR COMPLEX, KANDIVALI (EAST), MUMBAI- 400101 OCCUPATION: SERVICE	BFPPS9609A	1 - Equity	Sd/-	22/01/19
7.	SAJITA CHANDRASEKHARAN NAIR NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED D/O CHANDRASEKHARAN NAIR ADDRESS: FLAT NO. A/201, MULUND KUMAR CHS, MHADA COLONY, MULUND (EAST), MUMBAI - 400 081 OCCUPATION: SERVICE	AKKPN7005Q	1 - Equity	Sd/-	22/01/19
	Total shares taken		50,000.00Equity		

Signed before me					
Name	Address, Description and Occupation	DIN/ PAN/ Passport Number/ Membership Number	DSC	Dated	
FCA	RUPAL UMANG SHAH W/O UMANG SHAH	ADDRESS - 49 NOOR BUILDING, 2ND FLOOR, 212, SENAPATI BAPAT MARG, DADAR WEST, MUMBAI 400028 OCCUPATION: PROFESSION	118610	Sd/-	22/01/19

THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
**RELIANCE O2C LIMITED<sup>1</sup>**

Article No.	Description
	<i><b>Interpretation</b></i>
	<p>Table 'F' not to apply  The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.</p> <p>Company to be governed by these Articles  The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.</p> <p>1. In these Articles —</p> <p>a. "Act"  "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.</p> <p>b. "Articles"  "Articles" means these articles of association of the Company or as altered from time to time.</p> <p>c. "Board of Directors" or "Board"  "Board of Directors" or "Board", means the collective body of the directors of the Company.</p> <p>d. "Company"  "Company" means RELIANCE O2C LIMITED<sup>1</sup>.</p> <p><sup>1</sup> The name of the Company has been changed from "Reliance Navi Mumbai Infra Limited" to "Reliance O2C Limited" pursuant to the Special Resolution passed by the shareholders of the Company at their Extra-ordinary General Meeting of the Company held on August 13, 2019.</p>

	<p>e. "Rules" "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.</p> <p>2. "Number" and "Gender" Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.</p> <p>3. Expressions in the Articles to bear the same meaning as in the Act Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.</p>
	<b><i>Share capital and variation of rights</i></b>
	Shares under control of Board
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 Board 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	<p>Directors may allot shares otherwise than for cash</p> <p>Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.</p>
3	<p>Kinds of Share Capital</p> <p>The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: (a) Equity share capital: (i) with voting rights; and / or (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and (b) Preference share capital</p>
4	<p>Issue of certificate</p> <p>Issue of share certificates shall be governed by the provisions of the Act.</p> <p>One certificate for shares held jointly</p> <p>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.</p>
5	<p>Option to receive share certificate or hold shares with depository</p> <p>A person subscribing to shares offered by the Company shall have the option either</p>



	<p>to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.</p>
6	<p>Provisions as to share certificates to apply mutatis mutandis to other securities</p> <p>The provision of the foregoing Articles relating to share certificates shall mutatis mutandis apply to other securities including debentures (except where the Act otherwise requires) of the Company.</p>
7	<p>(1) Power to pay commission in connection with securities issued</p> <p>The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.</p> <p>(2) Rate of commission in accordance with Rules</p> <p>The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.</p> <p>(3) Mode of payment of commission</p> <p>The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.</p>
8	<p>(1) Variation of members' rights</p> <p>If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.</p> <p>(2) Provisions as to general meetings to apply mutatis mutandis to each meeting</p> <p>To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply.</p> <p>(3) Issue of further shares not to affect rights of existing members</p> <p>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.</p> <p>(4) Power to issue preference shares</p>

	<p>Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.</p> <p>(5) Further issue of share capital</p> <p>The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to - (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or (b) employees under any scheme of employees' stock option; or (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.</p> <p>(6) Mode of further issue of shares</p> <p>A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.</p>
	<b><i>Lien</i></b>
9	<p>Company's lien on shares</p> <p>(1) Company's lien on shares 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 member, for all monies presently payable by him or his estate to the Company: Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.</p> <p>(2) Lien to extend to dividends, etc.</p> <p>The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.</p> <p>(3) Waiver of lien in case of registration</p> <p>Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.</p>
10	<p>(1) As to enforcing lien by sale</p> <p>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</p>

	<p>share or to the person entitled thereto by reason of his death or insolvency or otherwise.</p> <p>(2) Validity of sale</p> <p>To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.</p> <p>(3) Purchaser to be registered holder</p> <p>The purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> <p>(4) Validity of Company's receipt</p> <p>The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.</p> <p>(5) Purchaser not affected</p> <p>The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.</p> <p>(6) Application of proceeds of sale</p> <p>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.</p> <p>(7) Payment of residual money</p> <p>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.</p>
11	<p>Outsider's lien not to affect Company's lien</p> <p>In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.</p>
12	<p>Provisions as to lien to apply mutatis mutandis to debentures, etc.</p> <p>The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.</p>
	<b><i>Calls on Shares</i></b>

13	<p><b>Board may make calls</b></p> <p>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.</p> <p><b>Notice of call</b></p> <p>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.</p> <p><b>Board may extend time for payment</b></p> <p>The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.</p> <p><b>Revocation or postponement of call</b></p> <p>A call may be revoked or postponed at the discretion of the Board.</p> <p><b>Call to take effect from the date of resolution</b></p> <p>A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.</p> <p><b>Liability of joint holders of shares</b></p> <p>The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.</p> <p><b>When interest on call or installment payable</b></p> <p>If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board</p> <p><b>Board may waive interest</b></p> <p>The Board shall be at liberty to waive payment of any such interest wholly or in part.</p>
14	<p><b>Sums deemed to be calls</b></p> <p>Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.</p>

	<p>Effect of non payment of sums</p> <p>In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</p> <p>Payment in anticipation of calls may carry interest The Board –</p> <p>(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</p> <p>(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.</p>
15	<p>Instalments on shares to be duly paid</p> <p>If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.</p>
16	<p>Calls on shares of same class to be on uniform basis</p> <p>All calls shall be made on a uniform basis on all shares falling under the same class. Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.</p>
17	<p>Partial payment not to preclude forfeiture</p> <p>Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided</p>
18	<p>Provisions as to calls to apply mutatis mutandis to debentures, etc.</p> <p>The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.</p>
	<b><i>Transfer of shares</i></b>
19	<p>Transfer / Transmission of shares / securities</p> <p>Transfer / Transmission of shares and other securities shall be governed by the provisions of the Act.</p>
	<b><i>Forfeiture of shares</i></b>
20	<p>Forfeiture of shares / securities</p> <p>The provisions of Table marked 'F' in Schedule I to the Act shall apply with respect</p>

	to forfeiture of shares and other securities of the Company.
	<b><i>Alteration of capital</i></b>
21	<p>Power to alter share capital</p> <p>Subject to the provisions of the Act, the Company may, by ordinary resolution - (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient; (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares: Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act; (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.</p>
22	<p>Reduction of capital</p> <p>The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, — (a) its share capital; and/or (b) any capital redemption reserve account; and/or (c) any securities premium account; and/or (d) any other reserve in the nature of share capital.</p>
	<b><i>Capitalisation of profits</i></b>
23	<p>(1) Capitalisation</p> <p>The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve —</p> <p>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</p> <p>b. that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p> <p>(2) Sum how applied</p> <p>The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards :</p> <p>(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(B) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;</p> <p>(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).</p> <p>(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;</p> <p>(4) The Board shall give effect to the resolution passed by the Company in pursuance</p>

	of this Article.
24	<p>(1) Powers of the Board for capitalisation</p> <p>Whenever such a resolution as aforesaid shall have been passed, the Board shall –</p> <p>(a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and</p> <p>(b) generally do all acts and things required to give effect thereto.</p> <p>(2) Board’s power to issue fractional certificate/coupon etc.</p> <p>The Board shall have power—</p> <p>(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and</p> <p>(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.</p> <p>(3) Agreement binding on members</p> <p>Any agreement made under such authority shall be effective and binding on such members.</p>
	<b><i>Buy-back of shares</i></b>
25	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.
	<b><i>General meetings</i></b>
26	All general meetings other than annual general meeting shall be called extraordinary general meeting.
27	The Board may, whenever it thinks fit, call an extraordinary general meeting.
	<b><i>Proceedings at general meetings</i></b>
28	<p>(1) Presence of Quorum</p> <p>No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.</p> <p>(2) Business confined to election of Chairperson whilst chair vacant</p> <p>No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.</p> <p>(3) Quorum for general meeting</p> <p>The quorum for a general meeting shall be as provided in the Act.</p> <p>(4) Chairperson of the meetings</p>

	<p>The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.</p> <p>(5) Directors to elect a Chairperson 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.</p> <p>(6) Members to elect a Chairperson 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.</p> <p>(7) Casting vote of Chairperson at general meeting On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.</p>
29	<p>(1) Minutes of proceedings of meetings and resolutions passed by postal ballot</p> <p>The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.</p> <p>(2) Certain matters not to be included in Minutes</p> <p>There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting - (a) is, or could reasonably be regarded, as defamatory of any person; or (b) is irrelevant or immaterial to the proceedings; or (c) is detrimental to the interests of the Company.</p> <p>(3) Discretion of Chairperson in relation to Minutes</p> <p>The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.</p> <p>(4) Minutes to be evidence</p> <p>The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.</p>
30	<p>(1) Inspection of minute books of general meeting</p> <p>The books containing the minutes of the proceedings of any general meeting of the</p>



	<p>Company or a resolution passed by postal ballot shall: (a) be kept at the registered office of the Company; and (b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays</p> <p>(2) Members may obtain copy of minutes</p> <p>Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above: Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.</p>
31	<p>Powers to arrange security at meetings</p> <p>The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.</p>
	<b><i>Adjournment of meeting</i></b>
32	<p>(1) Chairperson may adjourn the meeting</p> <p>The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place.</p> <p>(2) Business at adjourned meeting</p> <p>No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>(3) Notice of adjourned meeting</p> <p>When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>(4) Notice of adjourned meeting not required</p> <p>Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p>
	<b><i>Voting rights</i></b>
33	<p>Entitlement to vote on show of hands and on poll</p> <p>Subject to any rights or restrictions for the time being attached to any class or classes of shares, --</p> <p>(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</p>

	<p>paid-up equity share capital of the company.</p> <p>Voting</p> <p>A member may exercise his vote at a meeting in accordance with the Act.</p>
34	<p>(1) Vote of joint holders</p> <p>In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.</p> <p>(2) Seniority of names</p> <p>For this purpose, seniority shall be determined by the order in which the names stand in the register of members.</p>
35	<p>How members non compos mentis and minor may vote</p> <p>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. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.</p>
36	<p>Votes in respect of shares of deceased or insolvent members, etc.</p> <p>Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.</p>
37	<p>Business may proceed pending poll</p> <p>Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.</p>
38	<p>Restriction on voting rights</p> <p>No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.</p> <p>Restriction on exercise of voting rights in other cases to be void</p> <p>A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.</p>
39	<p>Equal rights of members</p> <p>Any member whose name is entered in the register of members of the Company</p>

	shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.
	<b><i>Proxy</i></b>
40	<p>(1) Member may vote in person or otherwise</p> <p>Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.</p> <p>(2) Proxies when to be deposited</p> <p>The instrument appointing a proxy and the power-of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.</p>
41	<p>Form of proxy</p> <p>An instrument appointing a proxy shall be in the form as prescribed in the Rules.</p>
42	<p>Proxy to be valid notwithstanding death of the principal</p> <p>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:</p> <p>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.</p>
	<b><i>Board of Directors</i></b>
43	<p>Board of Directors</p> <p>Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than such number as may be prescribed by the Act</p>
44	<p>First Directors</p> <p>The following shall be the first directors of the Company:</p> <ol style="list-style-type: none"> <li>1. Shri Vishal Kumar</li> <li>2. Shri Abhishek Juvekar</li> <li>3. Shri Mariyappan Madu Balraj</li> </ol>
45	<p>Directors not liable to retire by rotation</p> <p>The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.</p>
46	<p>Same individual may be Chairperson / Managing Director / Chief Executive Officer</p> <p>An individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the</p>

	Company.
47	<p>(1) Remuneration of directors</p> <p>The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.</p> <p>(2) Remuneration to require members' consent</p> <p>The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting</p> <p>(3) Travelling and other expenses</p> <p>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—</p> <p>(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or</p> <p>(b) in connection with the business of the Company.</p> <p>(4) Expenses for registering the Company</p> <p>The Board may pay all expenses incurred in registering the Company</p> <p>(5) Execution of negotiable instruments</p> <p>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</p>
48	<p>(1) Appointment of additional directors</p> <p>Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.</p> <p>(2) Duration of office of additional director</p> <p>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.</p> <p>(3) Appointment of alternate director</p> <p>The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India.</p>

	<p>Provided that no person shall 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 the Act.</p> <p>(4) Duration of office of alternate director An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.</p> <p>(5) Re-appointment provisions applicable to Original Director If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.</p>
49	<p>(1) Appointment of director to fill casual vacancy If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.</p> <p>(2) Duration of office of Director appointed to fill casual vacancy The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.</p>
	<b><i>Proceedings of the Board</i></b>
50	<p>(1) General powers of the Company vested in Board The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.</p> <p>(2) When meeting to be convened The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.</p> <p>(3) Who may summon Board meeting The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.</p>

	<p>(4) Quorum for Board meetings</p> <p>The quorum for a Board meeting shall be as provided in the Act.</p> <p>(5) Participation at Board meetings</p> <p>The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.</p>
51	<p>(1) Questions at Board meeting how decided</p> <p>Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.</p> <p>(2) Casting vote of Chairperson at Board meeting</p> <p>In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.</p> <p>(3) Directors not to act when number falls below minimum</p> <p>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.</p>
52	<p>(1) Who to preside at meetings of the Board</p> <p>The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.</p> <p>(2) Directors to elect a Chairperson</p> <p>If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.</p> <p>(3) Delegation of powers</p> <p>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.</p> <p>(4) Committee to conform to Board regulations</p> <p>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</p> <p>(5) Participation at Committee meetings</p> <p>The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be</p>

	prescribed by the Rules or permitted under law.
53	<p>(1) Chairperson of Committee</p> <p>A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.</p> <p>(2) Who to preside at the meetings of the Committee</p> <p>If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.</p>
54	<p>(1) Committee to meet</p> <p>A Committee may meet and adjourn as it thinks fit.</p> <p>(2) Questions at Committee meeting how decided</p> <p>Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.</p> <p>(3) Casting vote of Chairperson at Committee meeting</p> <p>In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.</p>
55	<p>Acts of Board or Committee valid notwithstanding defect of appointment</p> <p>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 or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.</p>
56	<p>Passing of resolution by circulation</p> <p>Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.</p>
	<b>Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</b>
57	<p>Chief Executive Officer, etc</p> <p>Subject to the provisions of the Act,—</p> <p>(a.) A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers</p>

	for its multiple businesses. (b.) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
	<b><i>Dividends and Reserve</i></b>
58	<p>Company in general meeting may declare dividends</p> <p>The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.</p>
59	<p>Interim dividends</p> <p>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.</p>
60	<p>(1) Dividends only to be paid out of profits</p> <p>(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, thinks fit.</p> <p>(2) Carry forward of profits</p> <p>(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve</p>
61	<p>(1) Division of Profits</p> <p>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.</p> <p>(2) Payments in advance</p> <p>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.</p> <p>(3) Dividends to be apportioned</p> <p>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</p>



	accordingly.
62	<p>(1) No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom</p> <p>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.</p> <p>(2) Retention of dividends</p> <p>The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.</p>
63	<p>(1) Dividend how remitted</p> <p>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.</p> <p>(2) Instrument of payment</p> <p>Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.</p> <p>(3) Discharge to Company</p> <p>Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.</p>
64	<p>Receipt of one holder sufficient</p> <p>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.</p>
65	<p>No interest on Dividends</p> <p>No dividend shall bear interest against the company.</p>
	<b>Accounts</b>
66	<p>(1) Inspection by Directors</p> <p>The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.</p>

	<p>(2) Restriction on inspection by members</p> <p>No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.</p>
	<b><i>Winding up</i></b>
67	<p>Subject to the provisions of Chapter XX of the Act and rules made thereunder --</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
	<b><i>Indemnity</i></b>
68	<p>(1) Directors and officers right to indemnity</p> <p>(a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.</p> <p>(b). Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.</p> <p>(2) Insurance</p> <p>The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the</p>

	Company for which they may be liable but have acted honestly and reasonably.
	<b>Others</b>
69	<p>(1) General Powers</p> <p>Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.</p> <p>(2) Joint-holders</p> <p>Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:</p> <p>(3) Liability of Jointholders</p> <p>The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.</p> <p>(4) Death of one or more joint-holders</p> <p>On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person</p> <p>(5) Receipt of one sufficient</p> <p>Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.</p> <p>(6) Delivery of certificate and giving of notice to first named holder</p> <p>Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.</p> <p>(7) Vote of jointholders</p>

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

(8) Executors or administrators as joint holders

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

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

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

(10) Statutory registers

The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

(11) Foreign register

a. The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.

b. The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.



Subscriber Details					
Sr. No.	Names, Addresses, Descriptions and Occupation	DIN/ PAN/ Passport Number	Place	DS C	Dated
1.	RELIANCE INDUSTRIES LIMITED CIN: L17110MH1973PLC019786 3 RD FLOOR, MAKER CHAMBER IV, 222 NARIMAN POINT, MUMBAI - 400021 OCCUPATION - BUSINESS REPRESENTED BY SETHURAMAN KANDASAMY AUTHORISED VIDE BOARD RESOLUTION DATED 23/03/2018. S/O LATE KANDASAMY IYER ADDRESS: FLAT NO. 903 / 904, C WING, CHAITANYA TOWERS, APPASAHEB MARATHE MARG, PRABHADEVI, MUMBAI – 400 025 OCCUPATION: SERVICE	ADUPK3895Q	Mumbai	Sd/-	22/01/19
2.	LAXMIDAS VALLABHDAS MERCHANT NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED S/O LATE VALLABHDAS VITHALDAS VED ADDRESS: RAMKRUPA TOWER, 9TH FLOOR, BLOCK NO. 92, DR. PAREKH STREET, PRATHANA SAMAJ, MUMBAI – 400 004 OCCUPATION: SERVICE	00007722	Mumbai	Sd/-	22/01/19
3.	SUDHAKAR SARASWATULA NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED S/O LATE NARAYANA SARASWATULA MURTY ADDRESS: A/161, BROOK HAVEN, JOGESHWARI VIKHROLI LINK ROAD, NEAR MAJAS DEPOT, JOGESHWARI (EAST), MUMBAI – 400 060 OCCUPATION: SERVICE	00001330	Mumbai	Sd/-	22/01/19
4.	SHANKER NATARAJAN NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED S/O NATARAJAN VENKATRAMAN, ADDRESS: FLAT -10, BALAJI PRASAD CHS,R B MEHTA RD, GHATKOPAR EAST, MUMBAI - 400077 OCCUPATION: SERVICE	05199681	Mumbai	Sd/-	22/01/19
5.	RAVIN CHHABILDAS KAPADIA NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED S/O LATE CHHABILDAS JAGJIVAN	01484260	Mumbai	Sd/-	22/01/19

	KAPADIA ADDRESS: A 506, SHETH HEIGHTS, GALIAKOTWALA ESTATE, R C ROAD, BEHIND ASHISH THEATRE, CHEMBUR, MUMBAI - 400074 OCCUPATION: SERVICE				
6.	SIDDHARTH ASHOKKUMAR SHAH NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED S/O ASHOKKUMAR SHAH ADDRESS:C-102, VASANT SMRUTI CHS LTD., 90 FEET ROAD, OPP. ST. LAWRENCE SCHOOL, THAKUR COMPLEX, KANDIVALI (EAST), MUMBAI- 400101 OCCUPATION: SERVICE	BFPPS9609A	Mumbai	Sd/-	22/01/19
7.	SAJITA CHANDRASEKHARAN NAIR NOMINEE HOLDER OF RELIANCE INDUSTRIES LIMITED D/O CHANDRASEKHARAN NAIR ADDRESS: FLAT NO. A/201, MULUND KUMAR CHS, MHADA COLONY, MULUND (EAST), MUMBAI - 400 081 OCCUPATION: SERVICE	AKKPN7005Q	Mumbai	Sd/-	22/01/19

Signed before me					
Name		Address, Description and Occupation	DIN/ PAN/ Passport Number/ Membership Number	DSC	Dated
FCA	RUPAL UMANG SHAH W/O UMANG SHAH	ADDRESS - 49 NOOR BUILDING, 2ND FLOOR, 212, SENAPATI BAPAT MARG, DADAR WEST, MUMBAI 400028 OCCUPATION: PROFESSION	118610	Sd/-	22/01/19