

VODAFONE IDEA LIMITED
(Formerly Idea Cellular Limited)

CIN: L32100GJ1996PLC030976

Registered Office: Suman Tower, Plot No. 18, Sector - 11, Gandhinagar - 382 011, Gujarat

Email: shs@vodafoneidea.com, Website: www.vodafoneidea.com

Tel.: + 91-79-66714000 Fax: +91-79-23232251

NOTICE OF THE TWENTY FOURTH ANNUAL GENERAL MEETING

NOTICE is hereby given that the Twenty fourth Annual General Meeting of the Members of Vodafone Idea Limited (Formerly Idea Cellular Limited) will be held on Tuesday, the 27th day of August, 2019 at 12:30 p.m. at Cambay Sapphire (Formerly Cambay Spa and Resort), Plot No. 22-24, Near GIDC, Opposite Hillwoods School, Sector 25, Gandhinagar – 382 044, Gujarat, to transact the following business:-

ORDINARY BUSINESS:

1. To receive, consider and adopt the Audited Standalone Financial Statements and Audited Consolidated Financial Statements for the Financial Year ended March 31, 2019, together with the Reports of the Board of Directors and Auditors thereon.
2. To appoint a Director in place of Mr. Himanshu Kapania (DIN: 03387441), who retires by rotation, and being eligible, offers himself for re-appointment.
3. To appoint a Director in place of Mr. Ravinder Takkar (DIN: 01719511), who retires by rotation, and being eligible, offers himself for re-appointment.

SPECIAL BUSINESS:**4. Ratification of remuneration payable to Cost Auditors of the Company for FY 2019-20**

To consider and if thought fit, to pass the following resolution as an Ordinary Resolution:

“RESOLVED THAT pursuant to the provisions of Section 148 and other applicable provisions, if any, of the Companies Act, 2013 read with Companies (Audit and Auditors) Rules, 2014 and Companies (Cost Records and Audit) Rules, 2014 (including any statutory modification(s) or re-enactment thereof, for the time being in force), the Company hereby ratifies the remuneration of Rs. 15,00,000/- (Rupees Fifteen Lacs only) plus applicable taxes and reimbursement of travel and out of pocket expenses, to be paid to M/s. Sanjay Gupta & Associates, Cost Accountants (Firm Registration No. 000212), appointed as the Cost Auditors of the Company by the Board of Directors to conduct the audit of the cost records of the Company for the Financial Year ending March 31, 2020.

RESOLVED FURTHER THAT the Board be and is hereby authorised to do all such acts, deeds and things and take all such steps as may be necessary or expedient to give effect to this resolution.”

5. Re-appointment of Mr. Arun Thiagarajan as an Independent Director of the Company for another term of three years

To consider and if thought fit, to pass the following resolution as a Special Resolution:

“RESOLVED THAT pursuant to the provisions of Sections 149 and 152 read with Schedule IV and other applicable provisions, if any, of the Companies Act, 2013 (“the Act”) and the Companies (Appointment and Qualification of Directors) Rules, 2014 and the applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”), (including any statutory modification(s) or re-enactment thereof, for the time being in force), Mr. Arun Thiagarajan (DIN: 00292757), who was appointed as an Independent Director and who holds office of Independent Director upto the conclusion of this Annual General Meeting and who will be attaining the age of 75 years and being eligible and meets the criteria for independence as provided in the Act and the Listing Regulations and who has submitted a declaration to that effect, be and is hereby re-appointed as an Independent Director of the Company, not liable to retire by rotation for a second term of 3 (three) consecutive years commencing from August 27, 2019 to August 26, 2022.”

6. Appointment of Mr. Krishnan Ramachandran as an Independent Director of the Company for a period of three years effective December 27, 2018

To consider and if thought fit, to pass the following resolution as an Ordinary Resolution:

“RESOLVED THAT pursuant to the provisions of Sections 149, 150, 152 read with Schedule IV and any other applicable provisions of the Companies Act, 2013 (“the Act”) and the Companies (Appointment and Qualification of Directors) Rules 2014 and the applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) (including any statutory modification(s) or re-enactment thereof, for the time being in force), Mr. Krishnan Ramachandran (DIN: 00193357), who was appointed as an Additional Director (Independent) by the Board of Directors of the Company with effect from December 27, 2018, and being eligible and meets the criteria of independence as provided in the Act and the Listing Regulations and who has submitted a declaration to that effect, be and is hereby appointed as an Independent Director of the Company for a term of 3 (three) consecutive years with effect from December 27, 2018, not liable to retire by rotation.”

7. Appointment of Mr. Suresh Vaswani as an Independent Director of the Company for a period of three years effective February 8, 2019

To consider and if thought fit, to pass the following resolution as an Ordinary Resolution:

“RESOLVED THAT pursuant to the provisions of Sections 149, 150, 152 read with Schedule IV and any other applicable provisions of the Companies Act, 2013 (“the Act”) and the Companies (Appointment and Qualification of Directors) Rules 2014 and the applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”), (including any statutory modification(s) or re-enactment thereof, for the time being in force), Mr. Suresh Vaswani (DIN: 02176528), who was appointed as an Additional Director (Independent) by the Board of Directors of the Company with effect from February 8, 2019, and being eligible and meets the criteria of independence as provided in the Act and the Listing Regulations and who has submitted a declaration to that effect, be and is hereby appointed as an Independent Director of the Company for a term of 3 (three) consecutive years with effect from February 8, 2019, not liable to retire by rotation.”

8. Approval of Material Related Party Transactions with Indus Towers Limited

To consider and if thought fit, to pass, the following resolution as an Ordinary Resolution:

“RESOLVED THAT pursuant to the provisions of Section 188 and other applicable provisions of the Companies Act, 2013 (“the Act”) read with the Companies (Meetings of Board and its Powers) Rules, 2014 and Regulation 23 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, (“Listing Regulations”) (including any amendment, modification, variation or re-enactment to any of the foregoing), and subject to such other approvals, consents, permissions and sanctions of other authorities as may be necessary, consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as “the Board” which term shall be deemed to include any Committee of the Board), to ratify/approve all existing contracts/ arrangements/ agreements/ transactions and to enter into new/further contracts/ arrangements/ agreements/ transactions (including any modifications, alterations or amendments thereto), in the ordinary course of business and on arm’s length basis with Indus Towers Limited (“Indus”) a ‘Related Party’ within the meaning of the Act and the Listing Regulations, as more particularly enumerated in the explanatory statement to the Notice and on such terms and conditions as may be agreed between the Company and Indus.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board of Directors of the Company (including any Committee thereof) be and is hereby authorised to do all such acts, deeds, matters and things and execute all such deeds, documents and writings, on an ongoing basis, as may be necessary, proper or expedient for the purpose of giving effect to the above resolution.”

9. Approval of Material Related Party Transactions with Bharti Infratel Limited

To consider and if thought fit, to pass, the following resolution as an Ordinary Resolution:

“RESOLVED THAT pursuant to the provisions of Section 188 and other applicable provisions of the Companies Act, 2013 (“the Act”) read with the Companies (Meetings of Board and its Powers) Rules, 2014 and Regulation 23 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, (“Listing Regulations”) (including any amendment, modification, variation or re-enactment to any of the foregoing), and subject to such other approvals, consents, permissions and sanctions of other authorities as may be necessary, consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as “the Board” which term shall be deemed to include any Committee of the Board), to ratify/approve all existing contracts/ arrangements/ agreements/ transactions and to enter into new/further contracts/ arrangements/ agreements/ transactions (including any modifications, alterations or amendments thereto), in the ordinary course of business and on arm’s length basis with Bharti Infratel Limited (“BIL”) which, pursuant to the scheme of amalgamation and arrangement between Indus Towers Limited and BIL becoming effective, BIL (or the merged entity) will be treated as a joint venture of the Vodafone group and therefore be a ‘Related Party’ of the Company within the meaning of Indian Accounting Standard (Ind-AS) 24 in relation to ‘Related Party Disclosures’ and the Listing Regulations, as more particularly enumerated in the explanatory statement to the Notice and on such terms and conditions as may be agreed between the Company and BIL.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board of Directors of the Company (including any Committee thereof) be and is hereby authorised to do all such acts, deeds, matters and things and execute all such deeds, documents and writings, on an ongoing basis, as may be necessary, proper or expedient for the purpose of giving effect to the above resolution.”

10. Approval for Increase in Authorised Share Capital of the Company and consequential amendment in Capital Clause in the Memorandum of Association of the Company

To consider and if thought fit, to pass, the following resolution as an Ordinary Resolution:

“RESOLVED THAT pursuant to the provisions of section 13 and 61 and other applicable provisions, if any, of the Companies Act 2013 (“the Act”) read with the Companies (Share Capital and Debentures) Rules, 2014, (including any amendment, modification, variation or re-enactment to any of the foregoing), the Authorised Share Capital of the Company be and is hereby increased from ₹ 3,02,93,00,20,000 (Rupees Thirty Thousand Two Hundred and Ninety Three Crore and Twenty Thousand only) divided into 28,79,30,02,000 (Two Thousand Eight Hundred and Seventy Nine Crore, Thirty Lacs and Two Thousand) equity shares of ₹ 10/- (Rupees Ten only) each and 1,500 (One Thousand Five Hundred) redeemable cumulative non-convertible preference shares of ₹ 1,00,00,000 (Rupees One Crore only) each to ₹ 5,00,00,00,00,000 (Rupees Fifty Thousand Crore only) divided into 48,50,00,00,000 (Four Thousand Eight Hundred and Fifty Crore) equity shares of ₹ 10/- each and 1,500 (One Thousand Five Hundred) redeemable cumulative non-convertible preference shares of ₹ 1,00,00,000 (Rupees One Crore only) by creating additional 19,70,69,98,000 (One Thousand Nine Hundred and Seventy Crore, Sixty Nine Lacs and Ninety Eight Thousand) equity shares of ₹ 10/- each.

RESOLVED FURTHER THAT, the existing Clause V of the Memorandum of Association of the Company be and is hereby substituted with the following:

V. The Authorised Share Capital of the Company is ₹ 5,00,00,00,00,000 (Rupees Fifty Thousand Crore only) divided into 48,50,00,00,000 (Four Thousand Eight Hundred and Fifty Crore) equity shares of ₹ 10/- (Rupees Ten) each and 1,500 (One Thousand Five Hundred) redeemable cumulative non-convertible preference shares of ₹ 1,00,00,000 (Rupees One Crore) each, with the rights, privileges and conditions attached thereto as per the relevant provisions contained in that behalf in the Articles of Association of the Company and with the 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 (being those specified in the Companies Act, 2013) and to attach thereto respectively such preferential qualified or special rights, privileges or conditions in such manner as may be permitted by the said Act or provided by the Articles of Association of the Company for the time being in force.”

11. Approval of Amendment to Articles of Association of the Company

To consider and if thought fit, to pass the following resolution as a Special Resolution:

“**RESOLVED THAT** pursuant to the provisions of sections 5, 14, 15 and other applicable provisions, if any, of the Companies Act, 2013, read with the Rules framed thereunder including any amendment, modification, variation or re-enactment to any of the foregoing, consent of the members of the Company be and is hereby accorded to the alteration to the Articles of Association of the Company as per the details provided in the Explanatory Statement annexed hereto.”

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board of Directors of the Company (including any Committee thereof) be and is hereby authorised to do all such acts, deeds, matters and things and execute all such deeds, documents and writings, on an ongoing basis, as may be necessary, proper or expedient for the purpose of giving effect to the above resolution.”

By Order of the Board
For **Vodafone Idea Limited**
(Formerly Idea Cellular Limited)



Pankaj Kapdeo
Company Secretary
Membership No.:ACS-9303

Place : Mumbai
Date : July 26, 2019

Registered Office:

Vodafone Idea Limited
Suman Tower,
Plot No. 18, Sector - 11,
Gandhinagar - 382 011, Gujarat
CIN: L32100GJ1996PLC030976
Email: shs@vodafoneidea.com,
Website: www.vodafoneidea.com
Tel.: + 91-79-66714000, Fax: +91-79-23232251

NOTES

1. **A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF/HERSELF AND THE PROXY NEED NOT BE A MEMBER OF THE COMPANY. PROXIES IN ORDER TO BE EFFECTIVE, SHOULD BE DULY STAMPED, COMPLETED, SIGNED AND MUST BE RECEIVED AT THE REGISTERED OFFICE OF THE COMPANY, NOT LATER THAN 48 HOURS BEFORE THE TIME FIXED FOR COMMENCEMENT OF THE MEETING.**
A PERSON CAN ACT AS PROXY ON BEHALF OF MEMBERS NOT EXCEEDING 50 AND HOLDING IN THE AGGREGATE NOT MORE THAN 10% OF THE TOTAL SHARE CAPITAL OF THE COMPANY CARRYING VOTING RIGHTS. HOWEVER, A MEMBER HOLDING MORE THAN 10% OF THE TOTAL SHARE CAPITAL OF THE COMPANY CARRYING VOTING RIGHTS MAY APPOINT A SINGLE PERSON AS PROXY AND SUCH PERSON SHALL NOT ACT AS PROXY FOR ANY OTHER SHAREHOLDER.
2. Corporate Members intending to send their authorised representatives to attend and vote at the Meeting pursuant to Section 113 of the Companies Act, 2013 are requested to send a certified copy of the board resolution authorizing their representative to attend and vote on their behalf at the Meeting.
3. An Explanatory Statement pursuant to Section 102(1) of the Companies Act, 2013, relating to the Special Business as set out at Item Nos. 4 to 11 of the AGM Notice, to be transacted at the Meeting is annexed hereto.
4. The Register of Members and Share Transfer Books will remain closed from Wednesday, the Tuesday, August 20, 2019 to Tuesday, the August 27, 2019, (both days inclusive) for the purpose of the Annual General Meeting.
5. As per Regulation 40 of Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, securities of listed companies can be transferred only in dematerialized form with effect from April 1, 2019, except in case of request received for transmission or transposition of securities. In view of this and to eliminate all risks associated with physical shares and for ease of portfolio management, members holding shares in physical form are requested to consider converting their holdings to dematerialized form. Members can contact the Company or Company's Registrars and Transfer Agents, Bigshare Services Private Limited for assistance in this regard.
6. Members holding shares in electronic form are requested to intimate any change in their address, E-mail Id, mobile numbers, nominations, bank details to their respective Depository Participants with whom they are maintaining their demat accounts. Members holding shares in physical form are requested to intimate such changes to the Registrar and Share Transfer Agents of the Company.
7. Register of Directors and Key Managerial personnel and their shareholding maintained under section 170 of the Companies Act, 2013 and the Register of Contracts and Arrangements in which Directors are interested, maintained under section 189 of the Companies Act, 2013, will also be available for inspection by the members at the AGM.
8. Disclosure pursuant to Regulation 36(3) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Secretarial Standards on General Meetings, with respect to Directors seeking appointment/ re-appointment at the Annual General Meeting, is annexed to this Notice.
9. The Annual Report of the Company for the Financial Year 2018-19, circulated to the members of the Company, is also uploaded on the Company's website www.vodafoneidea.com in the 'Investor Relations' Section.
10. Members are requested to note that, dividends if not encashed for a consecutive period of 7 years from the date of transfer to Unpaid Dividend Account of the Company, are liable to be transferred to the Investor Education and Protection Fund ("IEPF"). The shares in respect of such unclaimed dividends are also liable to be transferred to the demat account of the IEPF Authority. In view of this, Members/Claimants are requested to claim their dividends from the Company, within the stipulated timeline.

Shareholders, who have so far not encashed their dividend relating to the financial year 2012-13 are requested to claim the same at the earliest, by writing to the Secretarial Department at the Registered

Office of the Company or to the RTA, failing which the dividend and the equity shares relating thereto will be transferred to the IEPF and IEPF suspense account respectively.

11. Pursuant to Section 101 and Section 136 of the Companies Act, 2013 read with relevant Rules made thereunder, companies can serve Annual Reports and other communications through electronic mode to those Members who have registered their E-mail address either with the Company or with the Depository Participant(s).

Members holding shares in physical mode are requested to register their E-mail Id with the Company or its RTA and members holding shares in demat mode are requested to register their E-mail Id with their respective Depository Participants (DP). If there is any change in the E-mail Id already registered with the Company, Members are requested to immediately notify such change to the Company or its RTA in respect of shares held in physical form and to DPs in respect of shares held in electronic form.

12. The Notice of AGM alongwith Annual Report for the financial year 2018-19 is being sent by electronic mode to all the Members whose E-mail addresses are registered with the Company or Depository Participant(s), unless any member has requested for a physical copy of the same. Physical copy of the Notice of AGM along with Annual Report are being sent to those Members who have not registered their E-mail address with the Company or Depository Participant(s).
13. All documents referred to in the Notice shall be available for inspection at the registered office of the Company during normal business hours on working days up to the date of the AGM.
14. At the twenty-second AGM held on June 30, 2017 the members approved appointment of M/s S.R. Batliboi & Associates LLP, Chartered Accountants (Firm Registration No. 101049W/E300004) as Statutory Auditors of the Company to hold office for a period of five years from the conclusion of that AGM till the conclusion of the twenty-seventh AGM, subject to ratification of their appointment by Members at every AGM, if so required under the Act. The requirement to place the matter relating to appointment of auditors for ratification by Members at every AGM has been done away by the Companies (Amendment) Act, 2017 with effect from May 7, 2018. Accordingly, no resolution is being proposed for ratification of appointment of statutory auditors at the twenty-fourth AGM.
15. Pursuant to Regulation 44(6) of SEBI Listing Regulations, the Company shall provide live webcast of proceedings of AGM from 12.30 p.m. onwards on Tuesday, August 27, 2019. Members can view the proceeding of AGM by logging on to the e-voting website of NSDL at <https://www.evoting.nsdl.com> using their remote e-voting credentials, where the E-voting Event Number ("EVEN") of Company will be displayed.
16. The route map showing directions to reach the venue of the AGM is annexed.

17. **E-voting**

- (i) In compliance with the provisions of Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 as amended by the Companies (Management and Administration) Amendment Rules, 2015 and Regulation 44(1) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company is pleased to provide to its Members facility to exercise their right to vote on resolutions proposed to be considered at the Annual General Meeting ("AGM") by electronic means and the business may be transacted through E-voting services arranged by National Securities Depository Limited ("NSDL"). The Members may cast their votes using an electronic voting system from a place other than the venue of the AGM ("remote E-voting").
- (ii) The facility for voting through electronic voting system or polling paper shall be made available at the AGM and the Members attending the AGM who have not cast their vote by remote E-voting shall be able to exercise their right at the AGM.
- (iii) The Members who have cast their vote by remote E-voting prior to the AGM may also attend the AGM but shall not be entitled to cast their vote again.

- (iv) The remote E-voting period commences on Saturday, August 24, 2019 (9.00 a.m. IST) and ends on Monday, August 26, 2019 (5.00 p.m. IST). During this period, members of the Company, holding shares either in physical form or dematerialized form, as on the cut-off date i.e. Tuesday, August 20, 2019, may cast their vote by remote E-voting. The remote E-voting module shall be disabled by NSDL for voting thereafter. Once the vote on a resolution is cast by the Member, the Member shall not be allowed to change it subsequently.

The process and manner for remote E-voting are as under:

A. In case a Member receives an E-mail from NSDL (for Members whose E-mail addresses are registered with the Company/Depository Participants):

- (i) Open the attached PDF File "IDEA remote e-voting.pdf" attached to the mail, using your Client ID or Folio No. as password. The said PDF file contains your User ID and Password/ PIN for remote E-voting. Please note that the Password provided is an initial password. You will not receive this PDF file if you are already registered with NSDL for E-voting, in which case you can use your existing password for casting the vote.
- (ii) Launch internet browser by typing the following URL: <https://www.evoting.nsdl.com/>
- (iii) Click on Shareholder - Login.
- (iv) Put User ID and password as initial password/PIN noted in step (i) above. Click 'Login'.
- (v) Password change menu will appear. Change the password/PIN with a new password of your choice with minimum 8 digits/characters or combination thereof. Note new password. It is strongly recommended not to share your password with any person and take utmost care of the same.
- (vi) Home page of remote E-voting will open. Click on remote E-voting - Active Voting cycles.
- (vii) Select Electronic Voting Event Number [EVEN] of Vodafone Idea Limited.
- (viii) Now you are ready for remote E-voting as 'Cast Vote' page opens.
- (ix) Cast your vote by selecting appropriate option and click on 'Submit'. Click on Confirm when prompted.
- (x) Upon confirmation, the message "Vote cast successfully" will be displayed.
- (xi) Once you have voted on the resolution, you will not be allowed to modify your vote.
- (xii) Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant board resolution/authority letter etc. together with attested specimen signature of the duly authorised signatory(ies) who are authorised to vote, to the Scrutinizer through E-mail to umesh@umeshvedcs.com or shs@vodafoneidea.com with a copy marked to evoting@nsdl.co.in.

B. In case a Member receives physical copy of the Notice of AGM (for Members whose E-mail IDs are not registered with the Company/Depository Participant or Members requesting physical copy)

- (i) Initial Password in the format given below is provided at the bottom of the Attendance Slip for the AGM.

EVEN (Electronic Voting Event Number)	User ID	Password/PIN

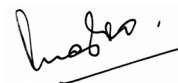
- (ii) Please follow all steps from Sr. No. (ii) to (xii) mentioned above in A, to cast your vote.

C. Other Instructions

- (i) In case of any queries, please refer to the Frequently Asked Questions (FAQs) for members and the remote E-voting user manual for members available at the downloads section of <http://www.evoting.nsdl.com> or call on toll free no.: 1800-222-990.

- (ii) You can also update your mobile number and E-mail ID in the user profile details of the folio which may be used for sending future communication(s).
- (iii) The voting rights of Members shall be in proportion to their share of the paid-up Equity Share capital of the Company as on the cut-off date i.e. Tuesday, August 20, 2019.
- (iv) Any person, who acquires shares of the Company and becomes a Member of the Company after dispatch of the notice of AGM and holding shares as of the cut-off date i.e. Tuesday, August 20, 2019, may obtain the Login ID and Password by sending a request at evoting@nsdl.co.in.
- (v) However, if you are already registered with NSDL for remote E-voting, then you can use your existing User ID and Password for casting your vote. If you have forgotten your password, you can reset your password by using "Forgot User Details/ Password" option available on www.evoting.nsdl.com or contact NSDL at the following toll free no.: 1800-222-990.
- (vi) A Member may participate in the AGM even after exercising his right to vote through remote E-voting but shall not be allowed to vote again at the AGM.
- (vii) A person, whose name is recorded in the Register of Members or in the Register of Beneficial Owners maintained by the Depositories as on the cut-off date only shall be entitled to avail the facility of remote E-voting, as well as voting at the AGM.
- (viii) Mr. Umesh Ved, proprietor of Umesh Ved & Associates, Practicing Company Secretaries (CP No.2924) has been appointed as the Scrutinizer to scrutinize the remote E-voting process and voting at the AGM in a fair and transparent manner.
- (ix) At the AGM, at the end of discussion on the resolutions on which voting is to be held, the Chairman shall with the assistance of the Scrutinizer order voting for all those Members who are present but have not cast their vote electronically using the remote E-voting facility.
- (x) The Scrutinizer shall after the conclusion of voting at the AGM, first count the votes cast at the meeting, thereafter unblock the votes cast through remote E-voting in the presence of at least two witnesses, not in employment of the Company, and make, not later than three days of the conclusion of the AGM, prepare a consolidated scrutinizer's report of the total votes cast in favour or against, if any, to the Chairman or a person authorised by the Chairman in writing, who shall countersign the same and declare the result of the voting forthwith.
- (xi) The results declared along with the Scrutinizer's report shall be placed on the Company's website www.vodafoneidea.com and on the website of NSDL www.evoting.nsdl.com immediately after the results declared by the Chairman or any other person authorised by the Chairman and the same shall be communicated to BSE Limited and National Stock Exchange of India Limited, where the shares of the Company are listed. The results shall also be available for inspection at the Registered Office of the Company.

By Order of the Board
For **Vodafone Idea Limited**
(Formerly Idea Cellular Limited)



Pankaj Kapdeo
Company Secretary
Membership No.:ACS-9303

Place : Mumbai
Date : July 26, 2019

Registered Office:

Vodafone Idea Limited
Suman Tower, Plot No. 18, Sector - 11,
Gandhinagar - 382 011, Gujarat
CIN: L32100GJ1996PLC030976
Email: shs@vodafoneidea.com,
Website: www.vodafoneidea.com
Tel.: + 91-79-66714000, Fax: +91-79-23232251

ANNEXURE TO THE NOTICE

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

Pursuant to Section 102 of the Companies Act, 2013 ("the Act"), the following Explanatory Statement sets out all material facts relating to the business mentioned under Item Nos. 4 to 11 of the accompanying Notice dated July 26, 2019.

Item No. 4

Pursuant to the provisions of Section 148 of the Companies Act, 2013 ("the Act"), read with the Companies (Cost Records and Audit) Rules, 2014, the Company is required to have the audit of its cost records conducted by a cost accountant in practice.

The Board of Directors of your Company has, on the recommendation of the Audit Committee, approved the appointment of M/s. Sanjay Gupta & Associates, Cost Accountants as the Cost Auditors of the Company to conduct the audit of the cost records of the Company for the Financial Year ending March 31, 2020, at a remuneration of Rs. 15,00,000/- plus applicable taxes and reimbursement of travel and out of pocket expenses.

M/s. Sanjay Gupta & Associates, Cost Accountants have the necessary experience in the field of cost audit and have submitted a certificate regarding their eligibility for appointment as Cost Auditors of the Company.

As per the provisions of Section 148 of the Act read with Companies (Audit and Auditors) Rules, 2014, the remuneration payable to the Cost Auditors has to be ratified by the members of the Company. Accordingly, consent of the Members is sought for passing the resolution as set out in Item no. 4 of the Notice for ratification of the remuneration payable to the Cost Auditors for the financial year ending March 31, 2020.

None of the Directors and Key Managerial Personnel or their relatives are, in any way, concerned or interested, financially or otherwise, in the said resolution.

The Board accordingly recommends the ordinary resolution as set out in Item No. 4 of this Notice for your approval.

Item No. 5

Mr. Arun Thiagarajan (DIN: 00292757) was appointed as an Independent Director on the Board of the Company pursuant to the provisions of Section 149, 152 and other applicable provisions of the Companies Act, 2013 ("the Act") read with the Companies (Appointment and Qualification of Directors) Rules, 2014 and the erstwhile Clause 49 of the Listing Agreement for a term of 5 years with effect from September 26, 2014 and shall hold office upto the conclusion of the ensuing Annual General Meeting (AGM). Pursuant to Section 149(10) and 149(11) of the Companies Act 2013, an Independent Director can be appointed for two consecutive terms not exceeding 5 years each. Accordingly, it is proposed to consider the appointment of Mr. Arun Thiagarajan as an Independent Director of the Company for another term of three years subject to the approval of the shareholders.

Further, Mr. Arun Thiagarajan will attain the age of 75 years in September 2019. In terms of Regulation 17(1A) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), approval of the members by way of special resolution is required for continuation of directorship of non-executive directors who have attained the age of 75 years. Mr. Thiagarajan can continue as a Director of the Company only after obtaining the approval of the shareholders of the Company by way of special resolution.

Pursuant to the provisions of Section 149 and other applicable provisions of the Act and as per the criteria set out under the Listing Regulations, Mr. Arun Thiagarajan is eligible to be appointed as an Independent Director of the Company and has consented to act as an Independent Director of the Company and provided declarations that he meets the criteria of independence as provided under the Act and Listing Regulations.

The Board based on the performance evaluation of Independent Director and as per the recommendation of the Nomination and Remuneration Committee, considers that given the background, experience and significant contribution made by him during his tenure and above all him being in good health and of sound and alert mind, recommended, the re-appointment of Mr. Arun Thiagarajan as an Independent Director for another term of three years commencing from August 27, 2019 to August 26, 2022.

In the opinion of the Board, Mr. Arun Thiagarajan fulfils the conditions for his appointment as an Independent Director as specified in the Act and the Listing Regulations, and is independent of the management.

A copy of the letter of appointment of Independent Directors, setting out the terms and conditions for the appointment of Independent Directors is available for inspection by the Members at the registered office of the Company during business hours on any working day up to the date of this Annual General Meeting and is also available on the website of the Company www.vodafoneidea.com.

In terms of Section 160 of the Companies Act, 2013, the Company has received a notice in writing from a member proposing the candidature of Mr. Arun Thiagarajan to be re-appointed as an Independent Director as per the provisions of the Act.

A brief resume of Mr. Arun Thiagarajan including the disclosures as required under the provisions of the Act and the Listing Regulations are set out as an Annexure to the Notice.

Except Mr. Arun Thiagarajan and his relatives, none of the other Directors / Key Managerial Personnel of the Company or their relatives are, in any way, concerned or interested, in the said resolution.

The Board considers that his continued association would be of immense benefit to the Company and it is desirable to continue to avail his services and accordingly recommends the Special Resolution as set out in Item No. 5 of this Notice for your approval.

Item No. 6 and 7

Based on the recommendation of the Nomination and Remuneration Committee, the Board of Directors appointed Mr. Krishnan Ramachandran (DIN:00193357) and Mr. Suresh Vaswani (DIN: 02176528) as Additional Directors qualifying as Independent Director(s) of the Company for a term of three years w.e.f. 27 December 2018 and 8 February 2019, not liable to retire by rotation, subject to approval of the Members.

The Company has received declarations from Mr. Krishnan Ramachandran and Mr. Suresh Vaswani confirming that they meet the criteria of independence as prescribed under Section 149(6) of the Act and Regulation 16(1) (b) of the Listing Regulations. Mr. Krishnan Ramachandran and Mr. Suresh Vaswani are also not disqualified from being appointed as Directors in terms of Section 164 of the Act and have given their consent to act as Directors of the Company.

In the opinion of the Board, Mr. Krishnan Ramachandran and Mr. Suresh Vaswani fulfil the conditions for their appointment as an Independent Director as specified in the Act and the Listing Regulations, and are independent of the management.

A copy of the letter of appointment of Independent Directors, setting out the terms and conditions for the appointment of Independent Directors is available for inspection by the Members at the registered office of the Company during business hours on any working day up to the date of this Annual General Meeting and is also available on the website of the Company www.vodafoneidea.com.

In terms of Section 160 of the Companies Act, 2013, the Company has received a notice in writing from a member proposing the candidature of Mr. Krishnan Ramachandran and Mr. Suresh Vaswani to be re-appointed as an Independent Director(s) as per the provisions of the Act.

A brief resume in respect of appointment of Mr. Krishnan Ramachandran and Mr. Suresh Vaswani including the disclosures as required under the provisions of Listing Regulations are set out as an Annexure to the Notice.

Except Mr. Krishnan Ramachandran and Mr. Suresh Vaswani and their relatives, none of the other Directors / Key Managerial Personnel of the Company or their relatives are, in any way, concerned or interested, in the respective resolutions.

Considering the rich experience, vast knowledge in diverse areas, the Board accordingly recommends the Ordinary Resolution(s) as set out in Item No. 6 and 7 of this Notice for your approval.

Item No. 8

Pursuant to the provisions of Section 188 of the Companies Act, 2013 ("the Act"), read with the Companies (Meetings of Board and its Powers) Rules, 2014 ("Rules"), the Company is required to obtain consent of the Board of Directors and prior approval of the members by way of ordinary resolution in case certain transaction or series of transactions with a related party exceeds such sum specified in the said Rules. The aforesaid provisions are not applicable in respect of transactions which are in the ordinary course of business and on arm's length basis.

However, pursuant to Regulation 23 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), approval of the members through ordinary resolution is required for all material related party transactions, even where such transactions are entered into in the ordinary course of business and on arm's length basis. Under the Listing Regulations, a transaction with a related party is considered material if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year exceeds 10% of the annual consolidated turnover of the Company as per the last audited financial statements of the Company. No related party of the Company shall vote to approve a resolution for such a related party transaction, irrespective of whether such related party is a party to the particular transaction.

All Related Party Transactions entered into by the Company are at arm's length basis and in the ordinary course of business and approval of the Audit Committee / Board is obtained, wherever required.

Indus Towers Limited ("Indus") is a joint venture of the Company which is a 'Related Party' of the Company under Section 2(76) of the Act. The transaction(s) entered into by the Company, together with the transactions already entered with Indus qualifies as a Material Related Party transaction under the Listing Regulations.

The Company has existing arrangements with Indus, which are in the ordinary course of business and at arm's length basis. However, based on the audited financial statements for year ended March 31, 2019, the value of transactions with Indus in respect of financial year 2019-20 and the estimated value of transactions from the next financial year onwards is likely to exceed 10% of the annual consolidated turnover of the Company. Thus, the transactions would require the approval of the Members by way of ordinary resolution.

Indus is currently one of the world's largest tower company providing passive infrastructure services and related operations and maintenance services to various telecom operators in India, including your Company. Indus is a three-way joint venture between the Bharti Group, Vodafone Group and erstwhile Aditya Birla Telecom Limited (which has now merged into the Company). Your Company had entered into a Master Service Agreement ("MSA") with Indus in 2008 for availing passive infrastructure services provided by them in certain service areas. The MSA requires individual tenancy service contracts to be executed for each passive infrastructure site, the terms of which vary depending on the location, type of site, number of existing tenants, etc., and contain lock in periods for ensuring continuity. Such terms are similarly applicable to all other telecom providers having arrangements with Indus.

The particulars of the contract / arrangement with Indus are as under:

Particulars	Information
Name of the Related Party and Nature of Relationship	Indus Towers Limited (“Indus”) Associate company being a joint venture of the Company
Nature of Contract	Master Service Agreement (“MSA”) for Passive Infrastructure services and related Operations & Maintenance services
Duration of Contract	The maximum term of each tenancy service contract executed for each passive infrastructure site under the MSA is 10 years, with either party having a right to terminate, subject to certain conditions.
Salient features of Contract	Passive Infrastructure services are provided by Indus mainly on co-sharing basis for each passive infrastructure site, after obtaining necessary approvals, which enables the Company to deploy active telecommunications equipment on sites for providing telecom services.
Date of Approval of the Board / Audit Committee	Audit Committee : May 13, 2019 Board Meeting : May 13, 2019
Value of Transaction for the year ended March 31, 2019	₹ 77,185 Million
Estimated Value of Transactions	Approximately ₹ 100,000 Mn each financial year

The transactions as described above may exceed 10% of the Company’s annual consolidated turnover in FY 2018-19 and may exceed the materiality threshold as prescribed under Regulation 23 of the Listing Regulations. Thus, these transactions would require prior approval of the members by way of ordinary resolution.

None of the Directors and Key Managerial Personnel or their relatives are, in any way, concerned or interested, financially or otherwise, in the said resolution, except Mr. Balesh Sharma (Chief Executive Officer) and Mr. Akshaya Moondra (Chief Financial Officer), who are representatives of the Company on the Board of Indus and Mr. Ravinder Takkar and Mr. Thomas Reisten, Directors of the Company who are nominees of Vodafone Group on the Board of Indus and may be considered as deemed to be concerned or interested in the said resolution due to their Directorship on the Board of Indus.

The Board accordingly recommends the Ordinary Resolution as set out in Item No. 8 of this Notice for your approval.

Item No. 9

Pursuant to the provisions of Section 188 of the Companies Act, 2013 (“the Act”), read with the Companies (Meetings of Board and its Powers) Rules, 2014 (“Rules”), the Company is required to obtain consent of the Board of Directors and prior approval of the members by way of ordinary resolution, in case certain transactions with related parties exceeds such sum as is specified in the said Rules. The aforesaid provisions are not applicable in respect of transactions which are in the ordinary course of business and on arm’s length basis.

Pursuant to Regulation 23 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”), approval of the members through ordinary resolution is required for all material related party transactions, even if they are entered into in the ordinary course of business and on arm’s length basis. For this purpose, a transaction with a related party is considered material, if the transaction(s) to be entered into individually or taken together with previous transactions during a financial year exceeds 10% of the annual consolidated turnover of the Company, as per the last audited financial statements of the Company. No related party of the Company shall vote to approve a resolution for such a related party transaction, irrespective of whether such related party is a party to the particular transaction.

All the Related Party Transactions entered into by the Company are at arm's length basis and in the ordinary course of business and approval of the Audit Committee / Board is obtained, wherever required.

The Members are informed that Indus Towers Limited ("Indus") (a joint venture of the Company) is in the process of being amalgamated with and into Bharti Infratel Limited ("BIL"). Upon completion of the said merger, BIL (which is currently not a related party) will become a 'Related Party' of the Company for the purposes of the Listing Regulations under Indian Accounting Standard (Ind-AS) 24 in relation to 'Related Party Disclosures' on the basis that both entities will be joint ventures of the same third party (Vodafone group).

The Company has existing arrangements under master service agreements ("MSAs") with Indus as well as BIL, which are in the ordinary course of business and at arm's length basis. Following the merger of Indus with and into BIL, the estimated value of transactions with the merged entity (including those transactions between the Company and Indus) in respect of financial year 2019-20 and the estimated value of transactions from next financial year is likely to exceed 10% of the annual consolidated turnover of the Company, based on the audited financial statements for year ended March 31, 2019. Thus, the transactions entered into by the Company with the merged entity will be considered as material related party transactions under the Listing Regulations and would require the approval of the Members by way of ordinary resolution.

On completion of the merger of Indus with BIL, the merged entity will be one of the world's largest tower company providing passive infrastructure services and related operations and maintenance services to various telecom operators in India, including your Company. Your Company had entered into MSAs with BIL and Indus in 2008 and 2009 for availing passive infrastructure services provided by them in certain service areas. The MSA requires individual tenancy service contracts to be executed for each passive infrastructure site, the terms of which vary depending on the location, type of site, number of existing tenants, etc., and contain lock in periods for ensuring continuity. Such terms are similarly applicable to all other telecom providers having arrangements with Indus and BIL. Post the merger of Indus with BIL, all existing contracts of Indus (including the existing MSAs with the Company) would become contracts with BIL.

With a view to incentivizing long term relationships as well as ensuring sustained revenues, the Company, BIL and certain other persons shall enter into a separate, non-restrictive and non-discriminatory agreement in relation to the agreement containing terms and conditions for the use of the passive infrastructure of BIL, which shall become effective on the effective date of the merger of Indus with BIL. From such effective date, the merged entity (BIL) will provide passive infrastructure to inter-alia the Company on a non-discriminatory basis and on the terms that are not less favourable than the terms that may be offered to any other operator that is party to the agreement or any third party (and the parties shall amend the MSAs accordingly). In addition, pursuant to this arrangement, the Company has agreed to provide right of first refusal for availing Passive Infrastructure services from BIL for a period of five years with certain carve outs/exemptions and commitments.

The particulars of the contract / arrangement between BIL and the Company (including those contracts / arrangements between Indus and the Company which, following the merger of Indus and BIL, would become contracts / arrangements of the merged entity) are as under:

Particulars	Information
Name of the Related Party and Nature of Relationship	Bharti Infratel Limited ("BIL") Currently not a related party; upon completion of the merger of Indus into BIL, BIL will become a related party of the Company as both the Company and BIL are joint ventures of the Vodafone Group
Nature of Contract	Master Service Agreements ("MSAs") for Passive Infrastructure services and related Operations & Maintenance services

Particulars	Information
Duration of Contract	The term of each tenancy service contract executed for each passive infrastructure site under the MSAs is generally 10-15 years, with either party having a right to terminate, subject to certain conditions.
Salient features of Contract	Passive Infrastructure services are provided on co-sharing basis for each passive infrastructure site, after obtaining necessary approvals, which enables the Company to deploy active telecommunications equipment on sites for providing telecom services.
Date of Approval of the Board / Audit Committee	Audit Committee : May 13, 2019 Board Meeting : May 13, 2019
Value of Transaction for the year ended March 31, 2019	Not a Related Party for FY 2018-19
Estimated Value of Transactions	Approximately ₹ 150,000 Mn each financial year

The transactions as described above may exceed 10% of the Company's annual consolidated turnover of FY 2018-19 and may exceed the materiality threshold as prescribed under Regulation 23 of the Listing Regulations. Thus, these transactions would require prior approval of the members by way of ordinary resolution.

None of the Directors and Key Managerial Personnel or their relatives are, in any way, concerned or interested, financially or otherwise, in the said resolution.

The Board accordingly recommends the Ordinary Resolution as set out in Item No. 9 of this Notice for your approval.

Item No. 10

The present authorised share capital of the Company is ₹ 3,02,93,00,20,000 divided into 28,79,30,02,000 equity shares of ₹ 10/- each and 1,500 redeemable cumulative non-convertible preference shares of ₹ 1,00,00,000 each. Pursuant to the recently concluded Rights Issue of the Company in May 2019, the paid-up share capital of the Company had increased to ₹ 2,87,35,39,00,000 divided into 28,73,53,00,000 equity shares of ₹10 each. In case the Company wishes to explore the option to raise further capital, then the existing Authorised Share Capital may not be adequate and therefore it is proposed to increase the Authorised Share Capital to ₹ 5,00,00,00,00,000 divided into 48,50,00,00,000 equity shares of ₹ 10/- each and 1,500 redeemable cumulative non-convertible preference shares of ₹ 1,00,00,000 each.

As per the provisions of the Companies Act, 2013, any increase in Authorised Share Capital and consequent amendment in Memorandum of Association of the Company requires approval of the members of the Company by way of an ordinary resolution. Accordingly, approval of the members is being sought by way of an ordinary resolution.

None of the Directors and Key Managerial Personnel or their relatives are, in any way, concerned or interested, financially or otherwise, in the said resolution.

The Board accordingly recommends the Ordinary Resolution as set out in Item No. 10 of this Notice for your approval.

Item No. 11

The members are informed that certain amendments were made on August 30, 2018 and May 3, 2019 to the Shareholders' Agreement executed by the Company on 20 March 2017 with Vodafone Group and Aditya Birla Group. The amendments to the Shareholders Agreement necessitate corresponding amendments to the Articles of Association of the Company.

The key amendments to the Shareholders' Agreement are as under:

- Elaine Investments, Oriana Investments and IGH Holdings (Aditya Birla Group Shareholders) have become parties to the Shareholders' Agreement, pursuant to the Company making a preferential allotment in February 2018 and transfer of shares of the Company from a Vodafone Group Shareholder to a new Aditya Birla Group Shareholder (IGH Holdings);
- Deletion of concept of Leverage Breaching Group;
- Change in definition of Qualifying Threshold
- Change in definition of Surplus Shareholding and transfer of Surplus Shareholding

The Members are further informed that in order to facilitate the promoters of the Company to raise funds by way of directly or indirectly creating a charge on the shares of the Company, certain additional amendments were also made to the Shareholders Agreement. Such amendments to the Shareholders' Agreement permit both the promoter groups to create a charge/ bona fide encumbrance on, over or affecting the Company's shares in favour of any financier and/or any third party. Further, amendments were also made to enable enforcement of an indirect encumbrance created by the Vodafone Group on the shares of the Company in May 2019. Further, in the event the Aditya Birla Group Shareholders acquire shares for an amount in excess of ₹ 7,250 crore in the recently concluded rights issue, then they shall be free to sell such number of excess shares subscribed in the rights issue.

Additionally, Axiata Group Berhad ('Axiata') had pursuant to its letter dated August 16, 2018, relinquished its rights (such as anti-dilution, board seat etc.) under the shareholders agreement dated June 25, 2008. Accordingly, the rights available to Axiata under the shareholders agreement which were incorporated in the Articles of Association are required to be deleted. Therefore, the existing Part II in the Articles of Association of the Company, containing the rights of Axiata is required to be deleted.

Accordingly, the amendments to the Articles of Association have been proposed by the Board of Directors. The detailed clause-wise amendments to the Articles of Association are provided in the Annexure hereto.

None of the Directors and Key Managerial Personnel or their relatives is, are any way, concerned or interested, financially or otherwise, in the said resolution, except Mr. Vivek Badrinath, Mr. Ravinder Takkar and Mr. Thomas Reisten, Directors of the Company who are nominees of Vodafone Group on the Board of the Company and Mr. Kumar Mangalam Birla, Mr. D. Bhattacharya and Mr. Himanshu Kapania, Directors of the Company who are nominees of Aditya Birla Group on the Board of the Company and may be considered as deemed to be concerned or interested in the said resolution due to their Directorship on the Board of the Company.

The Board accordingly recommends the Special Resolution as set out in Item No. 11 of this Notice for your approval.

By Order of the Board
For **Vodafone Idea Limited**
(Formerly Idea Cellular Limited)



Pankaj Kapdeo
Company Secretary
Membership No.: ACS-9303

Place : Mumbai
Date : July 26, 2019

Registered Office:

Vodafone Idea Limited
Suman Tower, Plot No. 18, Sector - 11,
Gandhinagar - 382 011, Gujarat
CIN: L32100GJ1996PLC030976
Email: shs@vodafoneidea.com,
Website: www.vodafoneidea.com
Tel.: + 91-79-66714000, Fax: +91-79-23232251

Annexure

Clause-wise amendments proposed in the Articles of Association of the Company (forming part of Resolution No. 11 of the Notice)

Article No.	Existing text of the Article	Proposed text of the Article
Part I		
1.	The regulations for the management of the Company and for the observance of the Members thereof and their representatives shall, subject to any exercise of the statutory powers by the Company with reference to the repeal or alterations or addition to its regulations by a Special Resolution as prescribed by the Companies Act, 2013, be such as are contained in the Articles set out herein below, and the regulations in Table F of Schedule I to the said Companies Act, 2013 shall not, except in respect of such of the matters for which no provisions exist in these Articles, apply to this Company. In the event of any conflict between Parts I and II of the Articles of Association and Part III of the Articles of Association, the provisions of Part III of the Articles of Association shall prevail.	The regulations for the management of the Company and for the observance of the Members thereof and their representatives shall, subject to any exercise of the statutory powers by the Company with reference to the repeal or alterations or addition to its regulations by a Special Resolution as prescribed by the Companies Act, 2013, be such as are contained in the Articles set out herein below, and the regulations in Table F of Schedule I to the said Companies Act, 2013 shall not, except in respect of such of the matters for which no provisions exist in these Articles, apply to this Company. In the event of any conflict between Part I of the Articles of Association and Part II of the Articles of Association, the provisions of Part II of the Articles of Association shall prevail.
PART II		
228-235	Part II of the VIL Articles has been deleted in its entirety pursuant to relinquishment of rights by the Axiata group.	
PART III (now, Part II)		
1.	EFFECTIVE DATE; OVERRIDING EFFECT This Part III of the Articles of Association shall be effective from the Effective Date (defined below). In the event of any conflict between Parts I and II of the Articles of Association and Part III of the Articles of Association, the provisions of Part III of the Articles of Association shall prevail.	OVERRIDING EFFECT In the event of any conflict between Part I of the Articles of Association and Part II of the Articles of Association, the provisions of Part II of the Articles of Association shall prevail.
2.1 (Definitions)	"Agreed Shared Costs" shall have the meaning as agreed, inter alia, among the Parties as on the date of the Shareholders' Agreement;	"Agreed Shared Costs" shall have the meaning as agreed, inter alia, among the Parties in the Implementation Agreement;
2.1 (Definitions)	"Call Option Cap" means at any specified time, the number of Equity Shares that is equal to 50% of the Excess Equity Shares at such time (rounded down to the nearest whole Equity Share) (it being acknowledged that, at the end of the Effective Date, the Call Option Cap will be equal to 9.5% of the Share Capital);	"Call Option Cap" means at any specified time, the number of Equity Shares that is equal to 50% of the Excess Equity Shares at such time (rounded down to the nearest whole Equity Share) (it being acknowledged that, at the end of the Effective Date, the Call Option Cap will not exceed 10.75% of the Share Capital);

Article No.	Existing text of the Article	Proposed text of the Article
2.1 (Definitions)	–	<p>“Charged Rights” shall have the meaning given to it in Article 13A;</p> <p>“Charged Shares” shall have the meaning given to it in Article 13A;</p>
2.1 (Definitions)	<p>“Closing Date” shall have the meaning as agreed, inter alia, among the Parties as on the date of the Shareholders’ Agreement;</p>	Deleted
2.1 (Definitions)	–	<p>“Dynamo Agreement” means the agreement between Vodafone Plc and Dynamo Finance Designated Activity Company dated 2 February 2019 (as amended from time to time)</p>
2.1 (Definitions)	<p>“Effective Date” means the Closing Date;</p>	<p>“Effective Date” means 31 August 2018;</p>
2.1 (Definitions)		<p>“Encumbrance” (including with correlative meaning, “Encumber”) means, (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, or other agreement or arrangement having a similar effect (including any sale and leaseback agreement or arrangement and any sale and repurchase agreement or arrangement), including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law, (ii) any proxy for exercising voting rights issued to any third party, power of attorney issued to any third party for transferring and/or exercising any rights, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person, and (iii) any adverse claim as to title, possession or use;</p> <p>“Enforced Entity” shall have the meaning given to it in Article 13.2.3A;</p> <p>“Enforcement Event” shall have the meaning given to it in the Dynamo Agreement (and any material amendment to the definition of “Enforcement Event” in the Dynamo Agreement after 2 February</p>

Article No.	Existing text of the Article	Proposed text of the Article
		<p>2019 which adversely affects the ICL Group Shareholders shall require the prior written consent of the ICL Group Shareholders, such consent not to be unreasonably withheld, conditioned or delayed);</p> <p>“Facility Agreement” means the facility agreement between inter alios Dynamo Finance Designated Activity Company and HSBC Bank plc as agent, among others, dated 2 February 2019 (as amended from time to time);</p> <p>“Financier” means any Agent, Security Agent or Lender (as such terms are defined in the Facility Agreement) under the Facility Agreement from time to time and any agent, attorney, delegate, receiver or trustee of or for such Agent, Security Agent or Lender;</p> <p>“ICL Financier” means any agent, security agent or lender under an ICL Financing Arrangement;”</p> <p>ICL Financing Arrangement” means an arrangement between (i) KMB and/ or any ICL Group Shareholder and (ii) any lender or group of lenders, the purpose of which is to finance, from 20 March 2017, the participation of any ICL Group Shareholder in a Rights Recapitalisation or other equity fundraising by the Company or any acquisitions of Equity Shares by KMB and/or any ICL Group Shareholder from any Vodafone Group Shareholder;</p>
2.1 (Definitions)	“ICL Group Shareholders” shall mean (i) Grasim Industries Limited, (ii) Aditya Birla Nuvo Limited, (iii) Pilani Investments and Industries Limited, (iv) Hindalco Industries Limited and (v) Birla TMT Holdings Private Limited, together with any Affiliates that execute a Deed of Adherence;	“ICL Group Shareholders” shall mean (i) Grasim Industries Limited, (ii) Pilani Investment and Industries Limited, (iii) Hindalco Industries Limited, (iv) Birla TMT Holdings Private Limited, (v) Elaine Investments Pte. Ltd. (vi) Oriana Investments Pte. Ltd. And (vii) IGH Holdings Private Limited together with any Affiliates that execute a Deed of Adherence;
2.1(Definitions)	–	“ICL Surplus Shareholding” means the Equity Shares representing the following percentage of Share Capital: (i) the percentage Shareholding of the ICL Group Shareholders at the end of the Effective Date (on a fully diluted basis) minus (ii) 26.0%;

Article No.	Existing text of the Article	Proposed text of the Article
		<p>“Implementation Agreement” means the Implementation Agreement dated 20 March 2017, as amended, among, inter alia, the ICL Group Shareholders, the Vodafone Group Shareholders, the Company and the Vodafone Confirming Party;</p>
2.1 (Definitions)	<p>“Integration Costs” means costs incurred on or after the Effective Date in connection with the combination of the Company and Vodafone India Limited as agreed, inter alia, among the Parties as on the date of the Shareholders’ Agreement, which would not have been incurred otherwise;</p>	<p>“Integration Costs” means costs incurred on or after the Effective Date in connection with the combination of the Company and Vodafone India Limited as agreed, inter alia, among the Parties in the Implementation Agreement, which would not have been incurred otherwise;</p>
2.1 (Definitions)	<p>“Leverage Breaching Group” shall have the meaning given to it in Article 17.3.3;</p>	<p>Deleted</p>
2.1 (Definitions)	<p>“New Qualifying Shareholder” shall have the meaning given to it in Article 13.2.3;</p>	<p>“New Qualifying Shareholder” shall have the meaning given to it in Article 13.2.3 or 13.2.3A, as applicable;</p>
2.1 (Definitions)	<p>–</p>	<p>“Permitted Security” shall have the meaning given to it in Article 13A;</p>
2.1 (Definitions)	<p>“Qualifying Threshold” means:</p> <ul style="list-style-type: none"> (a) 26% of the Share Capital until 31 March 2020; and (b) 21% of the Share Capital at any time thereafter; 	<p>“Qualifying Threshold” means:</p> <ul style="list-style-type: none"> (a) 26% of the Share Capital until: <ul style="list-style-type: none"> (i) 31 March 2020, (ii) the date of any Transfer of Equity Shares by a Vodafone Group Shareholder pursuant to Article 13.2.2A and (iii) the date of enforcement of any Permitted Security as a result of the occurrence of a Trigger Event or an Enforcement Event, whichever of the foregoing is the earliest in time to occur; and (b) 21% of the Share Capital at any time thereafter, provided that, solely for purposes of calculation of the percentages specified above and determination of whether any Shareholding meets the Qualifying Threshold, any outstanding employee stock options granted by the Company after the Effective Date shall not be taken into account and the effect of such options on the Share Capital shall be disregarded;

Article No.	Existing text of the Article	Proposed text of the Article
2.1 (Definitions)	<p>“Shareholding” means, with respect to:</p> <p>(a) any Person as a Shareholder, at any time, that Person’s total direct and indirect shareholding in the Company; and</p> <p>(b) a group of Persons directly and indirectly holding shares in the Company, the aggregate of the total direct and indirect shareholding of each Person in the group in the Company without any duplication or double counting of shareholdings among such Persons,</p> <p>in each case, on a fully diluted basis, it being understood that the indirect shareholding of any such Person in the Company means the voting interest held indirectly by such Person through its subsidiaries. Shareholding shall refer to the number of Equity Shares or the percentage of Share Capital, as the context may require;</p>	<p>“Shareholding” means, with respect to:</p> <p>(a) any Person as a Shareholder, at any time, that Person’s total direct and indirect shareholding in the Company; and</p> <p>(b) a group of Persons directly and indirectly holding shares in the Company, the aggregate of the total direct and indirect shareholding of each Person in the group in the Company without any duplication or double counting of shareholdings among such Persons,</p> <p>in each case, on a fully diluted basis (except that solely for purposes of determination of whether any Shareholding meets the Qualifying Threshold, any outstanding employee stock options granted by the Company after the Effective Date shall not be taken into account and the effect of such options shall be disregarded), it being understood that the indirect shareholding of any such Person in the Company means the voting interest held indirectly by such Person through its subsidiaries. Shareholding shall refer to the number of Equity Shares or the percentage of Share Capital, as the context may require;</p>
2.1 (Definitions)	<p>“Share Capital” means the equity share capital of the Company on a fully diluted basis. For the purposes of Article 10.4 (Reserved Matters), Share Capital shall mean share capital of the Company on a fully diluted basis;</p>	<p>“Share Capital” means the equity share capital of the Company on a fully diluted basis. For the purposes of Article 10.4 (Reserved Matters), Share Capital shall mean share capital of the Company on a fully diluted basis. However, solely for purposes of calculation of the Qualifying Threshold and determination of whether any Shareholding meets the Qualifying Threshold and threshold specified in Article 9.2.2, any outstanding employee stock options granted by the Company after the Effective Date shall not be taken into account and the effect of such options on the Share Capital shall be disregarded;</p>
2.1 (Definitions)	<p>“Shareholders’ Agreement” means the Shareholders’ Agreement dated 20 March 2017, by and among the ICL Group Shareholders, the Vodafone Group Shareholders, the Company, KMB and the Vodafone Confirming Party;</p>	<p>“Shareholders’ Agreement” means the Shareholders’ Agreement dated 20 March 2017, as amended and restated on 3 May 2019, by and among the ICL Group Shareholders, the Vodafone Group Shareholders, the Company, KMB and the Vodafone Confirming Party;</p>

Article No.	Existing text of the Article	Proposed text of the Article
2.1 (Definitions)	“ Target Group ” shall have the meaning as agreed, inter alia, among the Parties as on the date of the Shareholders’ Agreement;	“ Target Group ” shall have the meaning as agreed, inter alia, among the Parties in Implementation Agreement;
2.1 (Definitions)	–	“ Trigger Event ” shall have the meaning given to it in the Dynamo Agreement (and any material amendment to the definition of “Trigger Event” in the Dynamo Agreement after 2 February 2019 which adversely affects the ICL Group Shareholders shall require the prior written consent of the ICL Group Shareholders, such consent not to be unreasonably withheld, conditioned or delayed);
2.1 (Definitions)	“ Vodafone Group Shareholders ” shall mean (i) Al-Amin Investments Ltd., (ii) Asian Telecommunication Investments (Mauritius) Ltd., (iii) CCII (Mauritius) Inc, (iv) Euro Pacific Securities Ltd., (v) Vodafone Telecommunications (India) Ltd., (vi) Mobilvest (vii) Prime Metals Ltd., (viii) Trans Crystal Ltd., (ix) Omega Telecom Holdings Private Limited, (x) Telecom Investments India Private Limited, (xi) Jaykay Finholding (India) Private Limited, and (xii) Usha Martin Telematics Limited, together with any Affiliates that execute a Deed of Adherence;	“ Vodafone Group Shareholders ” shall mean (i) Al-Amin Investments Limited, (ii) Asian Telecommunication Investments (Mauritius) Limited, (iii) CCII (Mauritius) Inc., (iv) Euro Pacific Securities Ltd., (v) Mobilvest, (vi) Prime Metals Ltd., (vii) Trans Crystal Ltd., (viii) Vodafone Telecommunications (India) Limited, (ix) Omega Telecom Holdings Private Limited, (x) Telecom Investments India Private Limited, (xi) Jaykay Finholding (India) Private Limited, and (xii) Usha Martin Telematics Limited, together with any Affiliates that execute a Deed of Adherence and in each case, a Vodafone Group Shareholder shall cease to be a Vodafone Group Shareholder upon (a) ceasing to be a member of the Vodafone Plc Group and/or (b) enforcement of Permitted Security over the Charged Shares and/or the Charged Rights of (i) such Vodafone Group Shareholder and/or (ii) a direct or indirect holding company of such Vodafone Group Shareholder;
2.1 (Definitions)	–	“ Vodafone Plc Group ” means Vodafone Plc and its Affiliates from time to time (excluding, for the avoidance of doubt, the Company and its Subsidiaries from time to time and the members of the ICL Group from time to time);
2.1 (Definitions)	“ Vodafone Restricted Group Sale Disposal ” means: (a) a transfer of shares, voting rights, assets or any economic interest in a Vodafone Group Shareholder(s) or an entity(ies) within the chain(s) of entities	“ Vodafone Restricted Group Sale Disposal ” means: (a) a transfer of shares, voting rights, assets or any economic interest in a Vodafone Group Shareholder(s) or an entity(ies) within the chain(s) of entities

Article No.	Existing text of the Article	Proposed text of the Article
	between a Vodafone Group Shareholder(s) and its Ultimate Parent; or (b) a demerger or spin off (effected by a solvent reconstruction or otherwise) involving the transfer or distribution of shares in any entity within the chain(s) of entities between the Vodafone Group Shareholders and their Ultimate Parent on a pro rata basis to the shareholders of the Ultimate Parent, in each case, where the Relevant India Telecom Equity Value represents more than 33% of the Relevant Holdco Equity Value;	between a Vodafone Group Shareholder(s) and its Ultimate Parent; or (b) a demerger or spin off (effected by a solvent reconstruction or otherwise) involving the transfer or distribution of shares in any entity within the chain(s) of entities between the Vodafone Group Shareholders and their Ultimate Parent on a pro rata basis to the shareholders of the Ultimate Parent, in each case, where the Relevant India Telecom Equity Value represents more than 33% of the Relevant Holdco Equity Value but “Vodafone Restricted Group Sale Disposal” shall not include any transfer or distribution referred to in (a) or (b) where such transfer or distribution is as a result of the occurrence of a Trigger Event or an Enforcement Event under the Dynamo Agreement and is effected in accordance with the terms of the Dynamo Agreement;
2.1 (Definitions)	–	“Vodafone Surplus Shareholding” means the Equity Shares representing the following percentage of Share Capital: (i) the percentage Shareholding of the Vodafone Group Shareholders at the end of the Effective Date (on a fully diluted basis) minus (ii) 45.1%;
2.2(Interpretation)	Unless the context otherwise requires, in this Part III of the Articles of Association: 2.2.1 the expression “Articles” or “Articles of Association” shall mean the Articles included in this Part III; ...	Unless the context otherwise requires, in this Part II of the Articles of Association: 2.2.1 the expression “Articles” or “Articles of Association” shall mean the Articles included in this Part II; ...
4.7.2 (b) (Rights Recapitalisation Call Option prior to the Equal Shareholding Date)	4.7.2 If: (a) ... (b) the ICL Group Shareholders have issued one or more RCO Notices but, due to restrictions under applicable Law, have been unable to acquire all of the RCO Shares specified therein up to the Rights Recapitalisation Cap during the RCO Period and the Extended RCO Period pursuant to Article 4.7.1(c), the ICL Group Shareholders shall, for a period of three (3) months from the	4.7.2 If: (a) ... (b) the ICL Group Shareholders have issued one or more RCO Notices but, due to restrictions under applicable Law, have been unable to acquire all of the RCO Shares specified therein up to the Rights Recapitalisation Cap during the RCO Period and the Extended RCO Period pursuant to Article 4.7.1(c), the ICL Group Shareholders shall, for a period of three (3) months from the

Article No.	Existing text of the Article	Proposed text of the Article
	<p>expiration of the Extended RCO Period, be entitled to acquire from the market (i) any remaining RCO Shares as well (ii) as such number of Equity Shares out of the entitlement of the ICL Group Shareholders that have been subscribed to by the Public Shareholders (for avoidance of doubt, in excess of the Public Shareholders' entitlement) in the Rights Recapitalisation; or</p> <p>(c) ...</p>	<p>expiration of the Extended RCO Period, be entitled to acquire from the market (i) any remaining RCO Shares as well as (ii) such number of Equity Shares out of the entitlement of the ICL Group Shareholders that have been subscribed to by the Public Shareholders (for avoidance of doubt, in excess of the Public Shareholders' entitlement) in the Rights Recapitalisation; or</p> <p>(c) ...</p>
<p>5.9.2 (Remote Participation)</p>	<p>Subject to the provisions of the Act:</p> <p>...</p> <p>5.9.2 a Board meeting held by Remote Participation shall be valid so long as a quorum in accordance with Article 5.10 is achieved pursuant to the Directors being able to participate in such Board meeting through video conference, telephone conference or similar equipment. Such a Board meeting shall be deemed to take place at the registered office of the Company.</p>	<p>Subject to the provisions of the Act:</p> <p>...</p> <p>5.9.2 a Board meeting held by Remote Participation shall be valid so long as a quorum in accordance with Article 5.10 is achieved pursuant to the Directors being able to participate in such Board meeting through video conference, telephone conference or similar equipment.</p>
<p>8.1.10 (Undertakings of the Company)</p>	<p>8.1 The Company hereby undertakes and covenants to the Promoter Groups as follows:</p> <p>...</p> <p>8.1.10 the Company and its Group shall comply with such corporate policies and procedures, including in relation to anti-bribery and anti-corruption, insider dealing and data and privacy protection, as shall have been adopted in a form agreed, inter alia, among the Parties and effective as of the Closing Date; and</p> <p>...</p>	<p>8.1 The Company hereby undertakes and covenants to the Promoter Groups as follows:</p> <p>...</p> <p>8.1.10 the Company and its Group shall comply with such corporate policies and procedures, including in relation to anti-bribery and anti-corruption, insider dealing and data and privacy protection, as shall have been adopted in a form agreed, inter alia, among the Parties and effective as of the Effective Date; and</p> <p>...</p>
<p>9.3 (Vodafone Confirming Party)</p>	<p>The Vodafone Confirming Party hereby undertakes and covenants to the ICL Group Shareholders and the Company that so long as any Vodafone Group Shareholder (or any Affiliate thereof) holds Equity Shares:</p>	<p>The Vodafone Confirming Party hereby undertakes and covenants to the ICL Group Shareholders and the Company that so long as any Vodafone Group Shareholder holds Equity Shares:</p>

Article No.	Existing text of the Article	Proposed text of the Article
	<p>9.3.1 it shall ensure that the Vodafone Group Shareholders shall comply with the Articles of Association and shall vote the Equity Shares held by them to implement the provisions of the Articles of Association;</p> <p>9.3.2 it shall, on an annual basis (within 60 (sixty) days of the end of its financial year), provide a confirmation to the ICL Group Shareholders that its Net Assets are equal to at least the Net Assets Threshold; and</p> <p>9.3.3 if at any time its Net Assets fall below the Net Assets Threshold, it shall procure that an Affiliate that satisfies the Net Assets Threshold will immediately replace it as the Vodafone Confirming Party by executing a deed of adherence that shall require compliance with its obligations under the Articles of Association.</p>	<p>9.3.1 it shall ensure that the Vodafone Group Shareholders shall comply with the Articles of Association and shall vote the Equity Shares held by them to implement the provisions of the Articles of Association;</p> <p>9.3.2 it shall, on an annual basis (within 60 (sixty) days of the end of its financial year), provide a confirmation to the ICL Group Shareholders that its Net Assets are equal to at least the Net Assets Threshold; and</p> <p>9.3.3 if at any time its Net Assets fall below the Net Assets Threshold, it shall procure that an Affiliate that satisfies the Net Assets Threshold will immediately replace it as the Vodafone Confirming Party by executing a deed of adherence that shall require compliance with its obligations under the Articles of Association.</p> <p>For the avoidance of doubt, this Article 9.3 shall cease to apply in respect of an entity which ceases to be a Vodafone Group Shareholder pursuant to the Shareholders' Agreement and the Articles of Association.</p>
<p>9.4 (Holding of Equity Shares)</p>	<p>To the extent required by applicable Law, the Vodafone Group Shareholders shall hold Equity Shares that are subject to the Call Option 1 and the Call Option 2 for the prescribed time period, if any, for the exercise of such call options.</p>	<p>Save as permitted under Articles 13.2.2A, 13A and 13C, to the extent required by applicable Law, the Vodafone Group Shareholders shall hold Equity Shares that are subject to the Call Option 1 and the Call Option 2 for the prescribed time period, if any, for the exercise of such call options.</p>
<p>12.6 (Standstill)</p>	<p>12.6.1 Neither Promoter Group shall be permitted to Transfer any Equity Shares to any Person during the Call Option 1 Period except pursuant to Article 4.7 (Rights Recapitalisation Call Option prior to the Equal Shareholding Date), 12.3.1 (Call Option 1), 13.2.1 (Transfer to Affiliates) or 16 (Change in Control).</p>	<p>12.6.1 Neither Promoter Group shall be permitted to Transfer any Equity Shares to any Person during the Call Option 1 Period except pursuant to Article 4.7 (Rights Recapitalisation Call Option prior to the Equal Shareholding Date), 12.3.1 (Call Option 1), 13.2.1 (Transfer to Affiliates), 13.2.2A, 13.6A (Transfer</p>

Article No.	Existing text of the Article	Proposed text of the Article
	<p>12.6.2 The Vodafone Group Shareholders shall not be permitted to Transfer any Call Option 2 Shares during the Call Option 2 Period except pursuant to (i) Article 12.3.2 (Call Option 2); (ii) 13.2.1 (Transfer to Affiliates), subject to Articles 9.7 and 12.3.6 and any subsequent Transfer pursuant to Call Option 2 being no less favourable to the Call Option 2 Purchaser than if made by the transferring Vodafone Group Shareholder; or (iii) Article 16.3.2.</p> <p>12.6.3 ...</p>	<p>of Vodafone Surplus Shareholding), 13.6B (Transfer of ICL Surplus Shareholding), 13A (Vodafone Group Permitted Security), 13B (ICL Group Permitted Security), 13C (Permitted Sales) or 16 (Change in Control).</p> <p>12.6.2 The Vodafone Group Shareholders shall not be permitted to Transfer any Call Option 2 Shares during the Call Option 2 Period except pursuant to (i) Article 12.3.2 (Call Option 2); (ii) 13.2.1 (Transfer to Affiliates), subject to Articles 9.4 and 12.3.6 and any subsequent Transfer pursuant to Call Option 2 being no less favourable to the Call Option 2 Purchaser than if made by the transferring Vodafone Group Shareholder; (iii) 13.2.2A; (iv) 13A (Vodafone Group Permitted Security); (v) 13B (ICL Group Permitted Security); (vi) 13C (Permitted Sales); or (vii) Article 16.3.2.</p> <p>12.6.3 ...</p>
12.8	<p>If either Promoter Group Transfers Equity Shares to a New Qualifying Shareholder, such New Qualifying Shareholder shall be liable to comply with this Article 12 instead of such Promoter Group, unless the Promoter Group continues to hold Equity Shares, in which case, both the New Qualifying Shareholder and such Promoter Group shall be liable to comply with this Article 12 as one block.</p>	<p>If either Promoter Group Transfers Equity Shares to a New Qualifying Shareholder, such New Qualifying Shareholder shall be liable to comply with this Article 12 instead of such Promoter Group, unless the Promoter Group continues to hold Equity Shares, in which case;</p> <p>(a) both the New Qualifying Shareholder and such Promoter Group shall be liable to comply with this Article 12 as one block.; but</p> <p>(b) where any of the Vodafone Group Shareholders has become a New Qualifying Shareholder pursuant to Article 13.2.3A or has transferred Equity Shares to a New Qualifying Shareholder pursuant to Article 13.2.2A or an enforcement of Permitted Security, the Shareholding of the New Qualifying Shareholders and the Vodafone Group</p>

Article No.	Existing text of the Article	Proposed text of the Article
		<p>Shareholders shall be treated, for the purposes of this Article 12, as one block (but, for the avoidance of doubt, the rights, obligations, covenants and undertakings of the Vodafone Group Shareholders, on the one hand, and the New Qualifying Shareholder, on the other hand, shall be several and not joint or joint and several) and the Shareholding of the Vodafone Group Shareholders shall be applied first (i) in determining the Excess Equity Shares and the Equity Shares the subject of the Equal Offer Notice and (ii) for the purposes of executing the Call Option 1, the Call Option 2, the Step Down Option 1 or the Step Down Option 2.</p>
<p>13.2 (Permitted Transfers)</p>	<p>13.2.1 ... 13.2.2 ... 13.2.3 Notwithstanding anything to the contrary contained in the Articles of Association, any transferee of any Equity Shares that is not a member of a Promoter Group shall not execute a Deed of Adherence and shall not be entitled to any rights under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters) unless such transferee's Shareholding (together with its Affiliates) pursuant to a Transfer under Article 13.2.2 (b) will be equal to or more than the Qualifying Threshold (such transferee, a "New Qualifying Shareholder"). A New Qualifying Shareholder shall be required to execute a Deed of Adherence pursuant to which it shall become a party to the Shareholders' Agreement and be entitled to rights of the transferor Promoter Group under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters), provided that if the New Qualifying Shareholder's</p>	<p>13.2.1 ... 13.2.2 ... 13.2.2A Notwithstanding anything to the contrary contained in the Articles of Association but subject to Article 13.5 (Prohibited Transfer), a Vodafone Group Shareholder shall be entitled to Transfer any of its Equity Shares to any Person where it is required to do so as a result of the occurrence of a Trigger Event or an Enforcement Event under and in accordance with the terms of the Dynamo Agreement. The relevant Vodafone Group Shareholder shall notify (in writing) the ICL Group Shareholders of any proposed Transfer of its Equity Shares under this Article 13.2.2A within five (5) Business Days of being notified under the Dynamo Agreement that it is required to undertake a Transfer of its Equity Shares as a result of the occurrence of a Trigger Event or an Enforcement Event. For the avoidance of doubt, neither Article 13.3 nor Article 13.4 shall apply to any Transfer of Equity Shares made in accordance with this Article 13.2.2A.</p>

Article No.	Existing text of the Article	Proposed text of the Article
	<p>Shareholding (together with its Affiliates) will be equal to or more than the Qualifying Threshold and the transferor's Shareholding (together with its Affiliates) is also equal to or more than the Qualifying Threshold, the New Qualifying Shareholder (together with its Affiliates) shall not be entitled to any rights under Article 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) or 10 (Reserved Matters) and the transferor (together with its Affiliates) shall continue to be entitled to rights under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters). If a subsequent Transfer of Equity Shares results in the transferor's Shareholding (together with its Affiliates) being less than the Qualifying Threshold and the New Qualifying Shareholder's Shareholding (together with its Affiliates) being equal to or more than the Qualifying Threshold, the New Qualifying Shareholder shall, from the time of such Transfe, be entitled to rights under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters) in substitution for the transferor.</p> <p>13.2.4 ...</p>	<p>13.2.3 Notwithstanding anything to the contrary contained in the Articles of Association, any transferee of any Equity Shares that is not a member of a Promoter Group shall not execute a Deed of Adherence and shall not be entitled to any rights under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters) unless such transferee's Shareholding (together with its Affiliates) pursuant to a Transfer under Article 13.2.2(b), Article 13.2.2A or Article 13A will be equal to or more than the Qualifying Threshold (such transferee, a "New Qualifying Shareholder"). A New Qualifying Shareholder shall be required to execute a Deed of Adherence pursuant to which it shall become a party to the Shareholders' Agreement and be entitled to rights of the transferor Promoter Group under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters), provided that if the New Qualifying Shareholder's Shareholding (together with its Affiliates) will be equal to or more than the Qualifying Threshold and the transferor's Shareholding (together with its Affiliates) is also equal to or more than the Qualifying Threshold, the New Qualifying Shareholder (together with its Affiliates) shall not be entitled to any rights under Article 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) or 10 (Reserved Matters) and the transferor (together with its Affiliates) shall continue to be entitled to rights under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key</p>

Article No.	Existing text of the Article	Proposed text of the Article
		<p>Employees) and 10 (Reserved Matters). If a subsequent Transfer of Equity Shares results in the transferor's Shareholding (together with its Affiliates) being less than the Qualifying Threshold and the New Qualifying Shareholder's Shareholding (together with its Affiliates) being equal to or more than the Qualifying Threshold, the New Qualifying Shareholder shall, from the time of such Transfer, be entitled to rights under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters) in substitution for the transferor.</p> <p>13.2.3A Notwithstanding anything to the contrary contained in the Articles of Association, if any Vodafone Group Shareholder ceases to be a Vodafone Group Shareholder as a result of the enforcement of Permitted Security (an "Enforced Entity"), such Enforced Entity shall not execute a Deed of Adherence and shall not be entitled to any rights under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters) unless such Enforced Entity's Shareholding (together with its Affiliates) pursuant to such enforcement of Permitted Security is, immediately following such enforcement, equal to or more than the Qualifying Threshold (such Enforced Entity, a "New Qualifying Shareholder"). A New Qualifying Shareholder shall be required to execute a Deed of Adherence pursuant to which it shall become a party to the Shareholders' Agreement and be entitled to rights of the Vodafone Group Shareholders under Articles 5 (Board of Directors</p>

Article No.	Existing text of the Article	Proposed text of the Article
		<p>of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters), provided that if the New Qualifying Shareholder's Shareholding (together with its Affiliates) will be equal to or more than the Qualifying Threshold and the Shareholding of any remaining Vodafone Group Shareholders (together with their Affiliates), if any, is also equal to or more than the Qualifying Threshold, the New Qualifying Shareholder (together with its Affiliates) shall not be entitled to any rights under Article 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) or 10 (Reserved Matters) and the relevant Vodafone Group Shareholders (together with its Affiliates) shall continue to be entitled to rights under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters). If a subsequent Transfer of Equity Shares or enforcement of Permitted Security results in the Shareholding of the remaining Vodafone Group Shareholders (together with their Affiliates) being less than the Qualifying Threshold and the New Qualifying Shareholder's Shareholding (together with its Affiliates) being equal to or more than the Qualifying Threshold, the New Qualifying Shareholder shall, from the time of such Transfer, be entitled to rights under Articles 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) and 10 (Reserved Matters) in substitution for the remaining Vodafone Group Shareholders.</p> <p>13.2.4 ...</p>

Article No.	Existing text of the Article	Proposed text of the Article
13.3.1 (Right of First Refusal)	Except as provided in Articles 4 (Funding), 12 (Terms of Equalisation), 13 (Transfer of Shares) and 16 (Change in Control), no member of a Promoter Group or its Affiliates shall acquire any Equity Shares without the prior written consent of the other Promoter Group.	Except as provided in Articles 13.2.1, 13.2.2(a), 13.2.2A, 13A, 13C, 13.6A and 13.6B and subject to Article 12.6.2 in respect of the Vodafone Group Shareholders, in the event any member of a Promoter Group (a “ Transferring Shareholder ”) receives a bona fide offer from any Person (a “ Proposed Transferee ”) to Transfer any Equity Shares, it shall grant to the other Promoter Group a right of first refusal over any such Transfer of Equity Shares (“ First Refusal Right ”) in the manner set forth in this Article 13.3.
13.6 (Further Acquisitions)	Except as provided in Articles 4 (Funding), 12 (Terms of Equalisation), 13 (Transfer of Shares) and 16 (Change in Control), no member of a Promoter Group or its Affiliates shall acquire any Equity Shares without the prior written consent of the other Promoter Group.	Except as provided in Articles 4 (Funding), 12 (Terms of Equalisation), 13 (Transfer of Shares), 13A (Vodafone Group Permitted Security), 13B (ICL Group Permitted Security) and 16 (Change in Control), no member of a Promoter Group or its Affiliates shall acquire any Equity Shares without the prior written consent of the other Promoter Group.
13.6A (Transfer of Vodafone Surplus Shareholding)	–	Notwithstanding anything contained in the Articles of Association but subject to Article 13.5, the Vodafone Group Shareholders shall be permitted to sell, transfer or otherwise dispose of the Vodafone Surplus Shareholding, in whole or in part, in one or more transactions, to any Person at any time and in any manner as they may deem fit, including on a Recognised Stock Exchange.
13.6B (Transfer of ICL Surplus Shareholding)	–	Notwithstanding anything contained in the Articles of Association but subject to Article 13.5, the ICL Group Shareholders shall be permitted to sell, transfer or otherwise dispose of the ICL Surplus Shareholding, in whole or in part, in one or more transactions, to any Person at any time and in any manner as they may deem fit, including on a Recognised Stock Exchange.
13.7	For giving effect to the Transfers contemplated in this Article 13, the Parties shall execute all such documents, take all such actions and shall render all such assistance to each other as may be reasonably required to complete the Transfer	For giving effect to (i) the Transfers contemplated in this Article 13 and (ii) the creation or enforcement of Permitted Security in accordance with Article 13A, the Parties shall execute all such documents, take all such actions and shall render all such assistance to each other as may be reasonably required to complete the Transfer.

Article No.	Existing text of the Article	Proposed text of the Article
<p>13A (Vodafone Group Permitted Security)</p>	<p>–</p>	<p>13A.1 Any:</p> <p>13A.1.1 Vodafone Group Shareholder may create any bona fide Encumbrance on, over or affecting any Equity Shares held by them from time to time and/or any rights attaching to those Equity Shares; and</p> <p>13A.1.2 direct or indirect holding company of a Vodafone Group Shareholder from time to time may create any bona fide Encumbrance on, over or affecting any shares in a subsidiary of such holding company held by such holding company from time to time and/or any rights attaching to those shares or other rights in respect of the relevant subsidiary, in each case, in favour of any Financier and/or any third party in order to secure any or all of their obligations or liabilities (or the obligations or liabilities of any of their holding companies) in respect of the Dynamo Agreement and/or the Facility Agreement (“Permitted Security”, with such Equity Shares or shares being “Charged Shares” and such rights being “Charged Rights”).</p> <p>13A.2 Articles 9.4, 12.6, 13 (other than Articles 13.2.3, 13.2.3A and 13.5) and 16.1 shall not apply to:</p> <p>13A.2.1 any transfer of Charged Shares (whether conditional or unconditional) to any Person or to the assignment of any Charged Rights (whether conditional or unconditional) to any Person, in each case where such transfer is pursuant to the creation and/or enforcement of Permitted Security; or</p> <p>13A.2.2 any transfer of Charged Shares (whether conditional or unconditional) to any Person or to the assignment of any Charged Rights (whether conditional or unconditional) to any Person, in each case by or on behalf of any Financier following the enforcement of Permitted Security.</p>

Article No.	Existing text of the Article	Proposed text of the Article
		<p>13A.3 The Vodafone Group Shareholders shall notify (in writing) the ICL Group Shareholders of any proposed enforcement of Permitted Security within five (5) Business Days of being notified under the Dynamo Agreement of the proposed enforcement of Permitted Security.</p> <p>13A.4 In the event of an enforcement of Permitted Security, the Vodafone Group Shareholders will use reasonable endeavours to facilitate a discussion between (i) the relevant Financier(s) or the relevant third party enforcing the Permitted Security and (ii) the ICL Group Shareholders, the purpose of which will be to discuss any proposals that might be made regarding a potential sale of Equity Shares held by the Vodafone Group Shareholders to the ICL Group Shareholders or a potential sale of Equity Shares held by the ICL Group Shareholders to the relevant Financier(s) or the relevant third party enforcing the Permitted Security.</p> <p>13A.5 The Vodafone Group Shareholders agree and acknowledge that none of the provisions of this Article 13A constitutes a disclosure against any of the representations and warranties made by such Persons under the Implementation Agreement, and the inclusion of such provisions in the Shareholders' Agreement have no effect on, and do not operate as a waiver of, any right, power or remedy that any member of the ICL Group or any of their Representatives may have under the Implementation Agreement.</p>
13B (ICL Group Permitted Security)	–	<p>13B.1 Any:</p> <p>13B.1.1 ICL Group Shareholder may create any bona fide Encumbrance on, over or affecting any Equity Shares held by them from time to time and/or any rights attaching to those Equity Shares; and</p>

Article No.	Existing text of the Article	Proposed text of the Article
		<p>13B.1.2 direct or indirect holding company of a ICL Group Shareholder from time to time may create any bona fide Encumbrance on, over or affecting any shares in a subsidiary of such holding company held by such holding company from time to time and/or any rights attaching to those shares or other rights in respect of the relevant subsidiary, in each case, in favour of any ICL Financier and/or any third party in order to secure any or all of their obligations or liabilities (or the obligations or liabilities of any of their holding companies) in respect of an ICL Financing Arrangement (“Permitted ICL Security”). Articles 13.6 and 16.1 shall not apply to the creation of any Permitted ICL Security.</p> <p>13B.2 To the extent that any ICL Financing Arrangement requires the grant or creation of security pursuant to Article 13B.1, the Vodafone Group Shareholders will discuss in good faith with the ICL Group Shareholders the required amendments which might be made to the Shareholders’ Agreement in order to facilitate the enforcement of such Permitted ICL Security, which amendments must be reasonable and substantially similar to those which have been made to facilitate the enforcement of Permitted Security and the Vodafone Group Shareholders and the Vodafone Confirming Party cannot unreasonably withhold, condition or delay their consent to such amendments.</p> <p>13B.3 The ICL Group Shareholders agree and acknowledge that neither the definition of “ICL Financing Arrangement” nor any of the provisions of this Article 13B constitutes a disclosure against any of the representations and warranties made by such Persons under the Implementation Agreement, and</p>

Article No.	Existing text of the Article	Proposed text of the Article
		the inclusion of such definition and provisions in the Shareholders' Agreement have no effect on, and do not operate as a waiver of, any right, power or remedy that any member of the Vodafone Group or any of their Representatives may have under the Implementation Agreement.
13C (Permitted Sales)	–	13C.1 If, pursuant to the Rights Recapitalisation approved by the Board on 23 January 2019, the ICL Group Shareholders subscribe for Equity Shares for a total subscription amount of more than INR 72,500 million (the total number of Equity Shares subscribed for by the ICL Group Shareholders less the number of Equity Shares which have a total subscription price of INR 72,500 million being the " Excess Subscription Shares "), the ICL Group Shareholders have the right, but not the obligation, to sell and Transfer Excess Subscription Shares, through one Transfer or a series of Transfers, in any manner as they may deem fit, including on a Recognized Stock Exchange, subject to applicable Law.
15.2.1 (Event of Default)	15.2.1 An event of default (" Event of Default ") shall occur or be deemed to have occurred in relation to a Promoter Group (" Defaulting Shareholder Group ") if: (a) ... (b) any member of the Defaulting Shareholder Group has: (i) ... (ii) entered into or resolved to enter into winding up proceedings or an arrangement, composition or compromise with or assignment for the benefit of its creditors generally or any class of creditors, or proceedings are commenced by such Shareholder to sanction such	15.2.1 An event of default (" Event of Default ") shall occur or be deemed to have occurred in relation to a Promoter Group (" Defaulting Shareholder Group ") if: (a) ... (b) any member of the Defaulting Shareholder Group has: (i) ... (ii) entered into or resolved to enter into winding up proceedings or an arrangement, composition or compromise with or assignment for the benefit of its creditors generally or any class of creditors, or proceedings are commenced by such Shareholder to sanction such

Article No.	Existing text of the Article	Proposed text of the Article
	<p>an arrangement, composition or compromise, in each case, other than for the purposes of (A) a bona fide scheme of restructuring, reconstruction or amalgamation, or (B) a voluntary liquidation of entities that no longer hold Equity Shares and do not have substantial assets.</p>	<p>an arrangement, composition or compromise, in each case, other than for the purposes of (A) a bona fide scheme of restructuring, reconstruction or amalgamation, or (B) a voluntary liquidation of entities that no longer hold Equity Shares and do not have substantial assets.</p> <p>For the avoidance of doubt, the enforcement of Permitted Security in accordance with Article 13A shall not constitute an Event of Default.</p>
<p>16.1 (Change in Control)</p>	<p>Each Promoter Group shall notify (in writing) the other Promoter Group of any proposed change in Control of any of its members (a “CoC Shareholder”), and the Vodafone Group Shareholders shall immediately notify (in writing) the ICL Group Shareholders of any proposed Vodafone Restricted Group Sale Disposal, in each case, within five (5) Business Days of the public announcement of such proposed transaction or the execution of binding documentation in respect of such proposed transaction, whichever is earlier, and such notice shall specify the manner in which such transaction will occur (the “CoC Notice”).</p>	<p>Subject to Articles 13A, 13B and 16.8, each Promoter Group shall notify (in writing) the other Promoter Group of any proposed change in Control of any of its members (a “CoC Shareholder”), and the Vodafone Group Shareholders shall immediately notify (in writing) the ICL Group Shareholders of any proposed Vodafone Restricted Group Sale Disposal, in each case, within five (5) Business Days of the public announcement of such proposed transaction or the execution of binding documentation in respect of such proposed transaction, whichever is earlier, and such notice shall specify the manner in which such transaction will occur (the “CoC Notice”).</p>
<p>16.8 (Change in Control)</p>	<p>–</p>	<p>Article 16.1 shall not apply to any actual or proposed change in Control, direct or indirect, of a Vodafone Group Shareholder which results from the occurrence of a Trigger Event or an Enforcement Event under the Dynamo Agreement and is effected in accordance with the terms of the Dynamo Agreement. The relevant Vodafone Group Shareholder shall notify (in writing) the ICL Group Shareholders of any change in Control under this Article 16.8 within five (5) Business Days of such change in Control becoming effective.</p>

Article No.	Existing text of the Article	Proposed text of the Article
16.9 (Change in Control)	–	Nothing in these Articles of Association shall prevent, constitute a breach, require the sale or Transfer of any Equity Shares or otherwise restrict in any manner, with respect to the Vodafone Group, entry by Vodafone Plc into the Dynamo Agreement.
17.3.3	<p>If the Effective Date occurred following failure by a Target Group (the Promoter Group to which such Target Group is related being the “Leverage Breaching Group”) to satisfy a condition in respect of Leverage Ratio not exceeding a specified level as agreed, inter alia, among the Parties as on the date of the Shareholders’ Agreement, and waiver of such condition by the other Promoter Group:</p> <p>(a) the Leverage Breaching Group shall not have any rights under Article 5 (Board of Directors of the Company), 6 (Shareholders Meetings), 7 (Key Employees) or 10 (Reserved Matters);</p> <p>(b) the Leverage Breaching Group shall waive all its rights under Article 4 (Funding), including the right to participate in any Rights Recapitalisation, unless the other Promoter Group agrees otherwise;</p> <p>(c) the obligations of the Leverage Breaching Group under the Articles of Association shall cease only if the Leverage Breaching Group no longer holds any Equity Shares; and</p> <p>(d) if the Leverage Breaching Group comprises the ICL Group Shareholders, Article 12.2 shall cease to apply.</p>	Deleted

Details of Directors seeking appointment/ reappointment of directorship at the Twenty Fourth Annual General Meeting of the Company.

A. Brief profile including qualification, experience and expertise:

Mr. Himanshu Kapania is a Non-Executive Director on the Board of your Company and was previously the Managing Director of the Company from April 1, 2011 to August 31, 2018. He holds a bachelor's degree in Engineering from Birla Institute of Technology, Mesra and has also done post-graduate diploma in Management (Marketing) from Indian Institute of Management, Bangalore. He has over 33 years of work experience with 20 years of experience in the Indian telecom industry. He is currently the Vice Chairman of Grasim Industries Limited.

Mr. Ravinder Takkar is a Non-Executive Director on the Board of your Company. He holds a bachelor of science degree in Computer Science Engineering from Loyola Marymount University, Los Angeles. He was previously associated with Vodafone Romania S.A. and Vodafone India. He has more than 25 years of experience in business strategy, business planning and development. He is the Managing Director of Cable and Wireless Global (India) Private Limited.

Mr. Arun Thiagarajan is an Independent Director on the Board of your Company. He holds a bachelor of arts degree from Uppsala University, Sweden and a master's degree of engineering in Electro technology from Royal University of Technology, Stockholm. He has also attended the advanced management program of the Graduate School of Business Administration, Harvard University. He has previously served as the Managing Director of Asea Brown Boveri Limited, as the Vice Chairman of Wipro Limited and as President of Hewlett-Packard India Private Limited. He also serves as an independent director on the board of various companies. He has extensive experience in the field of sales and marketing, strategy planning, electrical engineering and industrial manufacturing.

Mr. Krishnan Ramachandran is an Independent Director on the Board of your Company. He holds a bachelor of Engineering (Honors) degree in electrical engineering from Birla Institute of Technology & Science, Pilani (BITS Pilani) and a postgraduate diploma in management from the Indian Institute of Management, Calcutta. He was earlier associated with Philips India Limited as its Vice Chairman & Managing Director and was also associated with Tata Administrative Service and Voltas Limited as General Manager (Ops). He was also engaged as an Advisor to the Chancellor of BITS Pilani from 2009 to 2017. He has advised and worked with the leadership teams of several companies and has over 45 years of experience in general management.

Mr. Suresh Vaswani is an Independent Director on the Board of your Company. He holds a bachelor of technology degree in metallurgical engineering from Indian Institute of Technology, Kharagpur and a post-graduate diploma in management from the Indian Institute of Management, Ahmedabad. He is a global advisor to Bain Consulting and is also a member of the board of directors of Servion Global Solutions Inc. USA. He is also a senior director of Everstone Capital. He was earlier associated with IBM Global Technology Services, and served as President Dell Services (Global), Chairman Dell India and Co-CEO of Wipro Services. He has 34 years of experience in the field of IT/ITES/IT leveraged businesses.

B. Other details:

Details of Directors proposed to be appointed or re-appointed, as required as per Regulation 36(3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, in accordance with the provisions of the Companies Act, 2013 and Secretarial Standards, as on date of Notice are given below:

Particulars	Mr. Himanshu Kapania	Mr. Ravinder Takkar	Mr. Arun Thiagarajan	Mr. Krishnan Ramachandran	Mr. Suresh Vaswani
Directors Identification Number	03387441	01719511	00292757	00193357	02176528
Age	58 years	51 years	74 years	70 years	59 years
Qualifications	Engineering in electricals from the Birla Institute of Technology, Mesra	B. Sc. (Computer Science) from Loyola Marymount University, LA	Master's degree of engineering in Electro technology from Royal University of Technology, Stockholm	Engineering (Honors) in electrical branch from the BITS, Pilani	B Tech from IIT, Kharagpur in metallurgical engineering
Experience	33 years	25 years	50 years	45 years	34 years
Nature of his expertise in specific functional areas	General Management	Business Strategy and Business Development	Strategy Planning	General Management	Information technology allied businesses
Terms and condition of appointment	Non-Executive Director liable to retire by rotation	Non-Executive Director liable to retire by rotation	Independent Director, not liable to retire by rotation, for a term of three consecutive years commencing from August 27, 2019	Independent Director, not liable to retire by rotation, for a term of three consecutive years commencing from December 27, 2018	Independent Director, not liable to retire by rotation, for a term of three consecutive years commencing from February 8, 2019
Remuneration sought to be received and remuneration last drawn	Nil	Nil	Nil	Nil	Nil
Date of First appointment in the Company	April 1, 2011	August 31, 2018	September 2, 2006	December 27, 2018	February 8, 2019
Number of shares held in the Company	27,06,726	Nil	25,328	Nil	Nil
Relationship with other Directors/ Manager/ KMPs	None	None	None	None	None
Number of meetings of the board attended during the year	9/11	6/7	6/11	3/5	1/3

Particulars	Mr. Himanshu Kapania	Mr. Ravinder Takkar	Mr. Arun Thiagarajan	Mr. Krishnan Ramachandran	Mr. Suresh Vaswani
Directorships of other Listed Companies	1. Grasim Industries Limited	Nil	1. GE Power India Ltd. 2. TTK Prestige Ltd. 3. Gokaldas Exports Ltd. 4. Aditya Birla Fashion & Retail Ltd. 5. Grasim Industries Ltd.	1. Nelco Limited	Nil
Chairmanships (C)/ Memberships (M) of Committees in other Listed Companies Audit Committee	Nil	Nil	1. GE Power India Ltd. (M) 2. TTK Prestige Ltd. (M) 3. Gokaldas Exports Ltd. (C) 4. Aditya Birla Fashion & Retail Ltd. (C) 5. Grasim Industries Ltd. (C)	Nil	Nil
Stakeholder Relationship Committee	Nil	Nil	1. Gokaldas Exports Ltd. (C)	Nil	Nil

THIS PAGE HAS BEEN INTENTIONALLY KEPT BLANK

FORM FOR UPDATION/REGISTRATION OF E-MAIL ADDRESS

Vodafone Idea Limited
Suman Tower,
Plot No. 18, Sector - 11,
Gandhinagar 382 011,
Gujarat

Sending of Notices, Annual Reports and Accounts & other documents through Electronic Mode

Dear Sirs,

I hereby update/register my e-mail address provided below for receiving the Notices, Annual Reports and Accounts and other documents from the Company through electronic mode:-

Email Address:

Name of the Sole /First Holder:

DP ID/Client ID/ Registered Folio No.:

Contact Nos.:

Mobile:

Landline:

.....
Signature of the Sole/First Holder

Date:

Notes:

- (1) The Notices, Annual Reports and Accounts and other documents are sent in electronic mode to those Shareholders who have registered their e-mail addresses with the Company or with the Depositories.
- (2) This Form can also be downloaded from the Company's website www.vodafoneidea.com.

THIS PAGE HAS BEEN INTENTIONALLY KEPT BLANK

VODAFONE IDEA LIMITED

(formerly Idea Cellular Limited)

CIN: L32100GJ1996PLC030976

Registered Office: Suman Tower, Plot No. 18, Sector - 11, Gandhinagar - 382 011, Gujarat

Email: shs@vodafoneidea.com Website: www.ideacellular.com / www.vodafoneidea.com

Tel: + 91-79-66714000 Fax: +91-79-23232251

Form No. MGT - 11

PROXY FORM

[Pursuant to Section 105 (6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014]

ANNUAL GENERAL MEETING - 27th August, 2019 at 12.30 P.M.

Name of the Member(s) :	
Registered address :	
E-mail ID :	
Folio No/DP ID Client ID :	

I/We, being the member(s) of _____ shares of the above named Company, hereby appoint:

- Name: _____

of E-mail ID _____

Address: _____

Signature: _____, or failing him / her
- Name: _____

of E-mail ID _____

Address: _____

Signature: _____, or failing him / her
- Name: _____

of E-mail ID _____

Address: _____

Signature: _____,

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the 24th Annual General Meeting of the Company, to be held on Tuesday, the 27th day of August, 2019 at 12:30 p.m. at Cambay Sapphire, Plot No. 22-24, Near GIDC, Opposite Hillwoods School, Sector 25, Gandhinagar – 382 044, Gujarat and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution No.	Resolutions	Optional*	
		For	Against
1.	Adoption of Audited Financial Statements and Audited Consolidated Financial Statements for the financial year ended 31 March, 2019, together with the Reports of the Board of Directors' and Auditors' thereon		
2.	Re-appointment of Mr. Himanshu Kapania, Director retiring by rotation		

Resolution No.	Resolutions	Optional*	
		For	Against
3.	Re-appointment of Mr. Ravinder Takkar, Director retiring by rotation		
4.	Ratification of remuneration payable to Cost Auditors		
5.	Re-appointment of Mr. Arun Thiagarajan as Independent Director		
6.	Appointment of Mr. Krishnan Ramachandran as Independent Director		
7.	Appointment of Mr. Suresh Vaswani as Independent Director		
8.	Approval of Material Related Party Transactions with Indus Towers Limited		
9.	Approval of Material Related Party Transactions with Bharti Infratel Limited		
10.	Approval for Increase in Authorised Share Capital of the Company		
11.	Approval of Amendment to Articles of Association of the Company		

Signed this _____ day of _____ 2019.

Signature of shareholder: _____

Signature of Proxy holder(s): _____

Affix Re.1/- Revenue Stamp

Notes:

1. This form of proxy in order to be effective should be duly completed and deposited at the registered office of the Company, not less than 48 hours before the commencement of the Meeting.
 2. A proxy need not be a Member of the Company.
 3. In case the Member appointing proxy is a body corporate, the proxy form should be signed under its seal or be signed by an officer or an attorney duly authorised by it and an authenticated copy of such authorisation should be attached to the proxy form.
 4. A person can act as proxy on behalf of such number of Members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the Company carrying voting rights. Further, a Member holding more than ten percent of the total share capital of the Company carrying voting rights, may appoint a single person as proxy and such person shall not act as proxy for any other person or Member.
 5. Appointing a proxy does not prevent a Member from attending the meeting in person if he/she so wishes.
- * It is optional to put a "X" in the appropriate column against the Resolution indicated in the Box. If you leave the 'For' or 'Against' column blank against the Resolutions, your Proxy will be entitled to vote in the manner as He/ She thinks appropriate.

THIS PAGE HAS BEEN INTENTIONALLY KEPT BLANK

THIS PAGE HAS BEEN INTENTIONALLY KEPT BLANK

VODAFONE IDEA LIMITED
(formerly Idea Cellular Limited)

CIN: L32100GJ1996PLC030976

Registered Office: Suman Tower, Plot No. 18, Sector – 11, Gandhinagar - 382 011, Gujarat

Email: shs@vodafoneidea.com **Website:** www.vodafoneidea.com

Tel: + 91-79-66714000 **Fax:** +91-79-23232251

ATTENDANCE SLIP

(to be handed over at the registration counter)

24th Annual General Meeting

Folio No. / DP ID and Client ID	:	
Name	:	
Address	:	
No. of Shares	:	

I/We hereby record my/our presence at the 24th Annual General Meeting of the Company on Tuesday, 27th August, 2019 at 12.30 p.m. at Cambay Sapphire, Plot No. 22-24, Near GIDC, Opposite Hillwoods School, Sector 25, Gandhinagar – 382 044, Gujarat.

First / Sole holder / Proxy

Second holder / Proxy

Third holder / Proxy

ELECTRONIC VOTING PARTICULARS

Electronic Voting Event Number (EVEN)	User ID	Password / PIN

Notes:

1. The Company is pleased to offer the option of remote e-voting facility to the Members. The business, as set out in the Notice of the Annual General Meeting (AGM), may be transacted by remote e-voting. Members desiring to exercise remote e-voting option may refer to the detailed procedure on electronic voting provided in the Notice of the AGM.
2. The e-voting period will commence on Saturday, August 24, 2019 (9.00 A.M. IST) and will end on Monday, August 26, 2019 (5.00 P.M. IST).

Route Map for Venue of Annual General Meeting

