

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE AT CHENNAI**

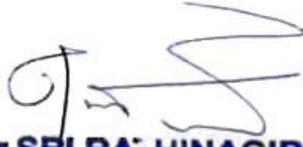
APPLICATION NO. 148 OF 2022 (SZ)

Dr.Sushmitha,
No.C-302,
Radiance Mandarin Apartment,
Thoraipakkam,
Chennai - 600 096

... Applicant

VERSUS

1. The Member Secretary,
State Level Environment Impact Assessment Authority,
Panagal Maligai,
Saidapet, Chennai.
2. The District Collector,
Collectorate,
Karur District.
3. The Member Secretary,
The Tamil Nadu Pollution Control Board,
Mount Salai, Guindy, Chennai - 600 032
4. Commissioner,
Department of Geology and Mining,
Industrial Estate,
Alandur Road, Chennai - 600 032
5. The District Environmental Engineer,
Tamil Nadu Pollution Control Board,
No.26, Ramakrishnapuram West, Karur - 639 001.
6. The Deputy Director,
Geology and Mining Department,
Room No.302, 3rd Floor,
Collectorate, Karur -639007
7. The Executive Engineer,
Karur Distribution Circle,


Dr SRI RAHINAGIRISHWARAR
BLUE METALS

Tamil Nadu Generation and Distribution Corporation,
TNEB Complex, 3, Kovai Road,
Karur -639002

8. M/s. Sri Rathnagiriswarar Blue Metals,
Rep. by its Proprietor Mr.M.Palaniyandi,
No.2/1, Shivayam North Village,
-Ayyermalai post, Karur – 639120
9. M/s Navamani Mines Private Limited,
Rep by its Managing Director P.Mani,
Door No.5/898, Azhagu Nagar,
Trichy Road, Namakkal – 637007.
10. Mr.Palaniyandi,
S/o. Mr.Mottaiyandi,
No.2/34, Ambalakarar Street,
Somarasampettai,
Sriangam Taluk,
Trichy District.

... Respondents

REPLY STATEMENT FILED ON BEHALF OF THE 8th AND 10th
RESPONDENTS

I, Palaniyandi, Son of Mr. Mottaiyandi, aged 55 years, having address at No.2/34, Ambalakarar Street, Somarasampettai, Sriangam Taluk, Trichy District, do hereby solemnly affirm and sincerely state as follows:

1. I state that I am the proprietor of 8th respondent company and 10th respondent herein as such I am well acquainted with the facts of the case from the records and I am authorized to file this Reply Statement on behalf of the 8th respondent herein.


For **SRI RATHNAGIRISHWARAR**
BLUE METALS

2. I humbly submit that the present application has been filed under Section 18(1) read with Section 14 & 15 of the National Green Tribunal Act, 2020, by the Applicant for the following relief:

"i) to close the operation and seal the premises of the following mining and stone crushing units for various violations and environmental damage:

1. Sri Rathnagirishwarar Blue Metals (Respondent 8) owned by Mr.Palaniyandi (Respondent 10), at S No.2/1, 2/2 and 9/2B at Sivamayam Village, Karur District.

2. M/s Navamani Mines Private Limited (Respondent 9), at S.No.8/10 and 8/2B, Sivamayam Village, Karur District.

ii) to direct Respondents 1 to 7 to take immediate and stringent action against the said units and Mr.Palaniyandi, for illegal mining done and damaged caused to the environment.

iii) to assess and impose the Environmental Compensation liable to be paid by the Respondents 8 -10 for the blatant violations and damage to the environment caused.

iv) to revamp and remediate the affected subject lands mined and damaged by the units and to direct its restoration, at the cost of the violating units.

v) to initiate disciplinary proceedings against the erring officials of the Respondent Authorities, for failing to take action against the violating units, despite the complaints and representations made by the Applicant.

3. I humbly submit that nothing contained in this Reply Statement shall be construed as an admission of any statement or averment made in the

present Application save and except what has specifically been admitted by the answering Respondent herein.

4. I humbly submit that the answering Respondent denies each and every averment, which is contrary to and/or inconsistent with what is stated in this statement, as if the same were specifically traversed.

5. I humbly submit that the instant Reply Statement is being filed in order to bring out the true and correct factual position and to specifically deal with the averments and allegations made by the Applicant in the instant Application. The answering Respondent reserves liberty to file a further detailed Statement/Affidavit and additional documents if the situation so necessitates at a later stage.

6. I humbly submit that the above application is not maintainable at all and devoid of merits on both factual and legal aspects. I state that the Applicant has no locus standi to file the above Application and as such the same has been filed with vested interest and is an abuse of process of law.

7. I further state that the applicant has approached this Hon'ble Tribunal with tainted and unclean hands and knowingly suppressed the material facts and made misrepresentation and the same is an abuse of process of law. Hence, the applicant is not entitled to any relief from this Hon'ble Tribunal.

8. I humbly submit that the applicant is a doctor by profession and her husband Mr. Arun Angusamy who is serving in Indian Revenue Service, the applicant and her husband approached me to contribute and take part in the business. Thereafter the applicant herein was inducted as Partner in 8th respondent vide Limited Liability Partnership Agreement dated 14.12.2018

which consisting of four partners namely 1. Mr.Palaniyandi /answering respondent, 2.Mr.Vimalathithan, 3. Mrs.R.Sushmitha (Applicant) and 4. Mr.K.Srinivasan. The applicant and her husband Mr.Arun Angusamy after knowing all the clauses in the agreement agreed to sign Limited Liability Partnership Agreement with open eyes. Subsequently two supplementary LLP Agreements dated 08.03.2021 and 06.05.2022 was executed by amending respective earlier LLP Agreement. By agreement dated 08.03.2021, the applicant was unanimously appointed as designated partner on her willingness. Thereafter the applicant and one Mr.K.Srinivasan retired with effect from 06.05.2022 and their contribution has been released. The original copy of the supplementary LLP Agreement is with the applicant till date for the best reasons known to her.

9. I humbly submit that the applicant alleges that she has been a partner from 14.12.2018 to March, 2021 and she acted only in the capacity of an investing partners and was not involved in neither the day to day administration nor any policy decisions in the administration of LLP. The applicant further made an allegation that this respondent kept applicant in dark with regard to business activities. The aforesaid allegations are utter false and concocted story to harass this answering respondent in order to wreck vengeance. It is pertinent to mention that brother of the applicant Mr.Prasannaraj, aged about 30 years who managed the day to day affairs of 8th respondent till the dispute arises at the instance of the applicant and her husband. Since her exorbitant demands were not met by this answering respondent, as a counter blast this Application has been filed before this Tribunal with all sort of baseless allegations. Hence this application is filed only to get her illegal demands out of partnership dispute and without any

material evidence. It is also pertinent to mention that all the dues were paid to the applicant which is supported by my bank statements.

10. I humbly submit we have obtained Consent to operate the crusher unit situated at S.No.2/1 under Air (Prevention and Control of Pollution) Act 1981 as amended in 1987 and the same was renewed periodically by order dated 08.03.2019, the same is valid up to 31.03.2024. I state that no quarry unit is in operation as on date in Survey No.2/2.

11. I humbly submit that this respondent had applied for Consent for Establishment (CFE) for expansion. This respondent installed Primary Crusher - 1 No., Secondary Crusher - 1 No., Cone Crusher - 1 No. (replaced one number of secondary crusher) and to be installed one number of VSI Crusher with sand washer. This respondent also wanted to expand the production of Blue Metal Jelly of various sizes and submitted the consent application to the Tamil Nadu Pollution Control Board. It is apposite to state that this respondent could not get the permission for expansion activity because of various complaints lodged by the applicant. This respondent only operating the machineries covered under the existing license. I humbly state that the machineries for the purpose of expansion activity is not under operation and the same will be operated only after getting proper permission in the manner known to law.

12. As far as the allegation in respect of whether the lease originally granted and which expired in the year of 2019 has been subsequently extended or not. It is apposite to state that the lands in S.F.No.2/1 and 2/2, Sivayam Village, Krishnarayapuram Taluk and Karur. The crusher unit of 8th respondent situates at S.F.No.2/1 and it has valid consent renewed upto

March 31,2024. The Quarrying activity in S.F.No.2/2 is not in operation and its lease was expired on 09.07.2019. Thereafter we have purchased bolders from outside and used it for crusher unit. Thus from the above, all the efforts have been taken to run the company in accordance with law, and to safeguard the environment with all preventive measures are being taken up by this Respondent without any default.

13. I humbly submit that this apart, this Respondent has obtained all the necessary consent from the statutory authorities before the establishment and operation respectively of the existing project as mandated under law. There is no Environmental Violation on the part of this Respondent till date.

14. I humbly submit that after knowing of all the above, the applicant has approached this Hon'ble Tribunal for her vested interest and there is no public or environment interest is involved in the present issue, hence the present application is liable to be dismissed with huge cost. I am also serving as Member of Legislative Assembly of Srirangam Constituency, the applicant could not stand on the prosperity which irks her to file this false case for getting extraneous consideration.

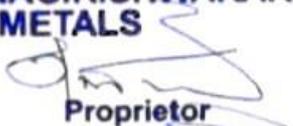
15. I humbly submit that the applicant with an ill intention to stall the operation of the business, has filed the present application with vexatious allegations and the same is an abuse of process of law. Further, she is not entitled to any relief as claimed in the present application.

For the reasons stated above, it is therefore humbly prayed that this Hon'ble Tribunal may be pleased to dismiss the above application with heavy cost and pass such further or other orders as this Hon'ble Tribunal

may deem fit and proper in the circumstances of the case and thus render justice.

Dated at Chennai on this the 07th day of February, 2023

For **SRI RATHINAGIRISHWARAR
BLUE METALS**


Proprietor


RESPONDENTS 8 & 10

VERIFICATION

I, Palaniyandi, Son of Mr. Mottaiyandi, aged 55 years, having address at No.2/34, Ambalakarar Street, Somarasampettai, Sriangam Taluk, Trichy District, do hereby verify that the contents of Paragraph Nos. 1 to 15 are true to the best of my knowledge and Paragraph Nos. 1 to 15 are believed to be true on legal advice and that I have not suppressed any material fact.

Verified at Chennai on this the 07th day of February, 2023

For **SRI RATHINAGIRISHWARAR
BLUE METALS**


Proprietor



COUNSEL FOR RESPONDENTS 8 & 10


RESPONDENTS 8 & 10

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE AT CHENNAI**

O.A. No. 148 OF 2022 (SZ)

Dr.Sushmitha,
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... Applicant

VERSUS

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State Level Environment Impact Assessment Authority,
Panagal Maligai,
Saidapet, Chennai and 9 others. ...Respondents

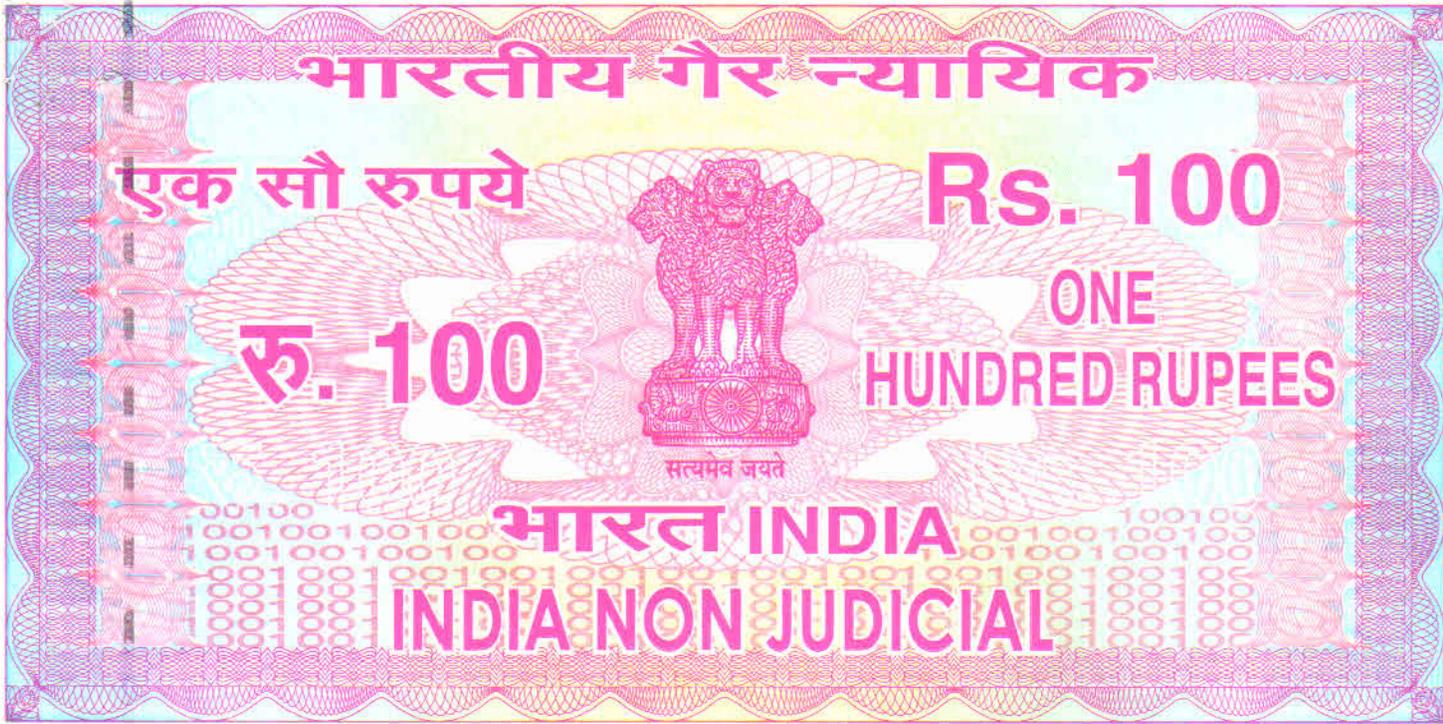
TYPED SET OF PAPERS FILED BY 8TH AND 10TH RESPONDENTS

S.No.	DATE	DOCUMENTS	P.No.
1.	14.12.2018	LLP Agreement	01
2.	08.03.2019	Renewal of Consent order under Air & Water(Prevention and Control of Pollution) Act, 1981	16
3.	08.03.2021	Supplementary LLP Agreement	22
4.	06.05.2022	Supplementary LLP Agreement	29
5.	--	Adhar Card of the applicant	37

It is certified that the abovementioned documents are true copies of its originals.

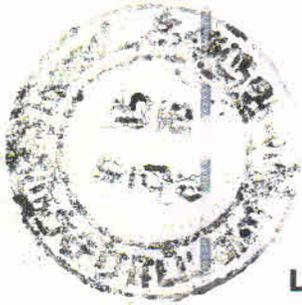
Dated at Chennai this the 08th day of February, 2023


Counsel for 8th and 10th Respondents



தமிழ்நாடு தமில்நாடு TAMILNADU

BU 469307



65007
5 DEC 2018

MOTTAIYANDI PALANIYANDI

S. ராஜ்குமார்
மு.தா. வி
L.No: 6/2000
மு.வி. தமிழ்நாடு

**LIMITED LIABILITY PARTNERSHIP AGREEMENT
OF
SRI RATHINAGIRISWARAR BLUE METALS LLP**

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT is made at Trichy on the 14th day of December 2018 among,

1. Mr. MOTTAIYANDI PALANIYANDI, S/o. Sri. MOTTAIYANDI, aged 51 years, residing at No.2-34/2-30, AMBALAKARA STREET, SOMARASANPETTAI PO, TRICHY-620102 with PAN: BDHPP6396P, hereinafter referred to as the party of the First Part:
2. Mr. KARUPPAIYAN SRINIVASAN, S/o. Sri. KARUPPAIYAN, aged 42 years, residing at No.2 / 54, AGRAGARAM, MAHADHANAPURAM, KARUR-637 106 with PAN: CHAPS7929H, hereinafter referred to as the party of the Second Part:
3. Dr. RAJAGURU SUSHMITHA D/o. Sri. RAJAGURU, aged 34 years, residing at No. 2/1014, THALLAM POO STRT, BEHIND, SAMUDAYAKOODAM, NAGNAKULAM, MADURAI-625 014 with PAN: BQHPS2201K, hereinafter referred to as the party of the Third Part:
4. Mr. PALANIYANDI VIMALATHITHAN, S/o. PALANIYANDI, aged 24 years, residing at No.2-34/2-30, AMBALAKARA STREET, SOMARASANPETTAI PO, SRIRANGAM TK., TRICHY-620102 with PAN: AZCPV8566H, hereinafter referred to as the party of the Fourth Part :

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[Handwritten signature: Sushmitha A. Rajaguru]



தமிழ்நாடு தமில்நாடு TAMILNADU

BU 469308



65008
E5 DEC 2018

S. ராஜ்குமார்
மு.தா. வி
L.No: 6/2000
மூலி, தமிழ்நாடு

NOW The Parties have formed a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation.

Whereas the Party of First part applied to the Registrar of Limited liability Partnerships under the LLP Act and obtained the name "SRI RATHINAGIRISWARAR BLUE METALS LLP " [the LLP] under the LLP Act on the 1st day of December 2018 to carry on the business mentioned in this agreement on the terms and conditions herein set out.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. NAME OF THE LLP:

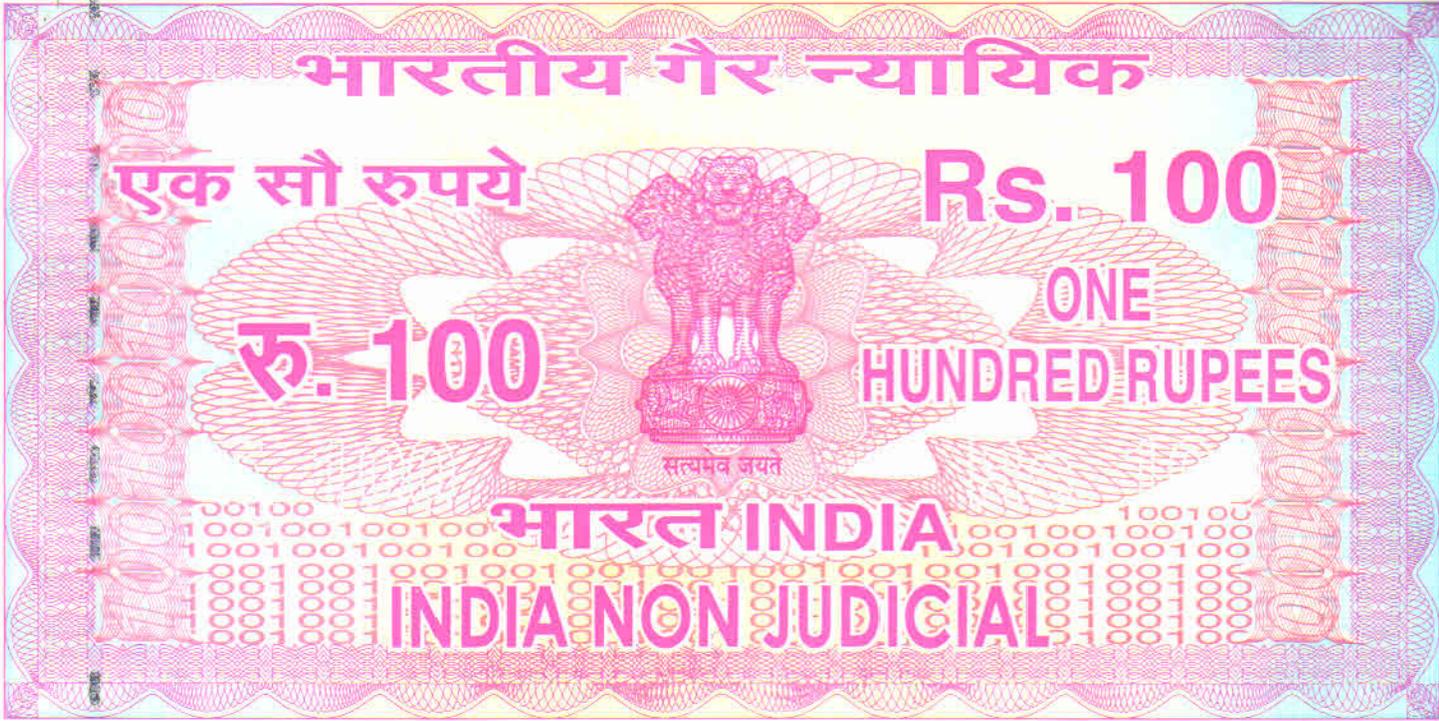
"SRI RATHINAGIRISWARAR BLUE METALS LLP " [the LLP] is the name of the LLP.

2. PARTNERS:

The Party of the First Part , Second Part, Third Part and Party of the fourth Part are its present partners. All of them shall be collectively known as partners which terms shall include all person who are partners of the LLP.

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[Handwritten signature: Pushmita D. Rajaguru]



தமிழ்நாடு தமில்நாடு TAMILNADU ரூ. 100

15775

5 JUN 2018

BC 625082

S. ராஜ்குமார்

மு.தா. வி

L.No: 6/2000

முயிரி, தமிழ்நாடு

3. EFFECTIVE DATE:

The date on which the certificate of incorporation issued by the Registrar under the LLP Act, shall be the effective date on which the LLP has come into existence and the Covenants of this LLP Agreement shall bind the Partners thereof with effect from the Effective Date.

4.OBJECTS OF THE LLP:

- (1) To produce, manufacture, refine, prepare, process, purchase, sell, import, export or generally deal in Blue metals, bricks, sand, stone, marble, tiles, refractories, china wares, sanitary materials, pipes, tubes, tubular structures, cement, paints, adhesive, sheets, roofing, glass, furniture, fittings, electrical goods, water supply or storage equipment, floor polish, door closures, concrete mixtures, elevators, paints, hardware, pipe, fittings, lubricant oils, building materials, forest products and any other building or decorative materials made of cement, stone, timber, teak, board, fiber, paper, glass, rubber, plastic or other natural or synthetic substance or chemical.
- (2) To carry on the business as manufacturers and sellers of and dealers and workers in of all kind Blue Metals, lime, plasters, whiting, clay, gresel, gypsum, artificial stone and all builders requisition made out of cement and cement products.

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[Handwritten signature: Anshmita D. Rajaguru]

[Handwritten signature]

(3) To acquire and take over the business now carried on at Karur District by the proprietorship firm under the name and style of "SRI RATHINAGIRISWARAR BLUE METALS" and all or any of the assets and liabilities of the said proprietorship firm.

5. REGISTERED OFFICE:

The Registered Office of the LLP shall be at No.2/1, SIVAYAM NORTH VILLAGE, AYYARMALAI POST, KARUR-639 120, Tamilnadu.

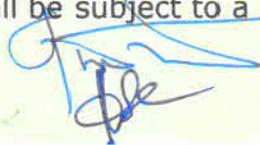
6. CAPITAL CONTRIBUTION

a. The Contribution of the said LLP shall be **Rs.10,00,000/- (Rupees Ten Lakhs Only)** which shall be contributed by the partners in the following proportions.

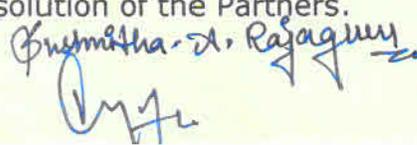
Sl.no.	Name of the Partners	Amount Rupees
1	Mr. MOTTAIYANDI PALANIYANDI	2,50,000
2	Mr. KARUPPAIYAN SRINIVASAN	2,50,000
3	Dr. RAJAGURU SUSHMITHA	2,50,000
4	Mr. PALANIYANDI VIMALATHITHAN	2,50,000
	Total	10,00,000

The further Contribution if any required by the said LLP shall be brought by the partners in their profit sharing ratio.

- b. The party of the First Part, Second Part, Third Part and party of Fourth Part have agreed to bring their respective contributions in cheque.
- c. Capital Contribution cannot be made or created from out of profits or funds lying to the credit of the account of any partner.
- d. Capital Contribution shall be made within 7 days of being admitted as a Partners unless other partners agree to extend time subject to payment of interest or otherwise.
- e. Any increase in the Contribution to be brought in by a Partner shall be subject to a unanimous resolution of the Partners.



Sushmitha - Dr. Rajaguru



- f. Partners shall not be entitled to any interest in their Capital Contribution.
- g. Capital Contribution shall be brought in by Partners in cheque or demand draft duly drawn in the name of the LLP.
- h. Any change in the Capital Contribution shall not be construed as a change in Partnership Covenants.
- i. In case a partner is bringing his Capital Contribution in kind in the form of any property, tangible or intangible, it shall be so approved by a resolution of a simple majority of partners of the LLP.
- j. Capital Contribution in kind shall be valued by an expert appointed for that purpose by the LLP and accounted accordingly in the books of account of the LLP.
- k. The LLP shall issue, under its seal and with the signature of any two of its Designated Partners, a certificate evidencing the Contribution Agreed to made, Contribution already made as on the Date of Certificate and the Contribution remaining to be made. Whenever a partner makes payment to discharge his liability to make the remaining contribution, a fresh Certificate shall be issued on request by the partner concerned.

7. SHARE OF PROFITS

a. The net profits of the said LLP arrived at after providing for payment of remuneration to the working partners and interest to partners on the loan given by them shall be divided in the following proportions:

Sl.no.	Name of the Partners	%
1	Mr. MOTTAIYANDI PALANIYANDI	25%
2	Mr. KARUPPAIYAN SRINIVASAN	25%
3	Dr. RAJAGURU SUSHMITHA	25%
4	Mr. PALANIYANDI VIMALATHITHAN	25%
	Total	100%

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[Handwritten signature: Sushmitha - A. Rajaguru]

b. The losses of the said LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

Sl.no.	Name of the Partners	%
1	Mr. MOTTAIYANDI PALANIYANDI	25%
2	Mr. KARUPPAIYAN SRINIVASAN	25%
3	Dr. RAJAGURU SUSHMITHA	25%
4	Mr. PALANIYANDI VIMALATHITHAN	25%
	Total	100%

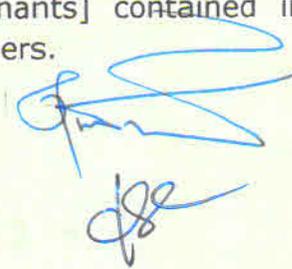
8. ADMISSION OF NEW PARTNER

It is not necessary that in order to admit any person as a Partner, he should sign the LLP Agreement. It is sufficient if he is admitted into the Partnership by written plain paper application duly approved by a resolution of the LLP. In addition to his liability to make his Capital Contribution, he shall execute a Deed of Adherence specifically agreeing and undertaking to all the Partnership Covenants. The format of Deed of Adherence shall be the one which is duly approved by a meeting of the LLP. He shall be bound to make a written declaration that he will uphold the interests of the LLP, abide by the terms and conditions of the LLP Agreement and would adhere to the provisions of the LLP Act and the Rules thereto.

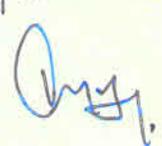
The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring contribution as may be decided by the existing partners of the said LLP from time to time.

9. INTERNAL REGULATIONS

a. The duties, responsibilities, obligations, mutual duties relationship and liabilities and code of conduct [partnership Covenants] contained in this LLP Agreement shall bind all partners.



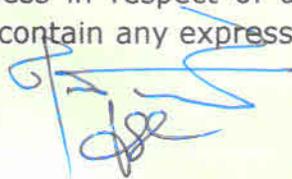
Sushmita A. Rajaguru

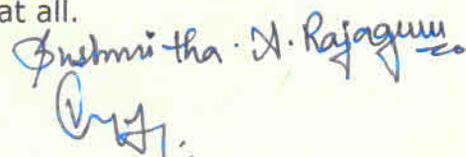


- b. Every person admitted as a Partner subsequent to the Effective Date shall also be bound by the Partnership Covenants as if he were a partner at the time of execution of this LLP Agreement.
- c. Every resolution of the LLP shall require, unless otherwise specifically stated or required by the LLP Agreement, the support of a simple majority of the Partners duly exercised in a meeting of the LLP.

10. GENERAL CONDITIONS AND CODE OF CONDUCT

- a. There shall be, at all times, a minimum of not less than two partners.
- b. There shall be, at all times, a minimum of not less than two Designated Partners
- c. A person shall not be capable of being appointed as a partner or Designated Partner unless he meets necessary qualifications for the being a Partner or Designated Partner as provided in the Limited Liability Partnership Act, 2008.
- d. If a partner or Designated Partner incurs any disqualification he shall notify the same to the LLP in writing in immediately within a few days of his coming to know about the disqualification he has incurred.
- e. Every partner shall notify the LLP in writing in the prescribed Form any change in his name and address
- f. Every Designated Partner of the LLP shall possess the Designated Partner Identification Number.
- g. No partner shall do any act for the doing of which he does not have any general or specific authority.
- h. Designated partners have the general authority to represent the LLP and do all such acts and things as are capable of being done by an LLP
- i. Every partner is an agent of the LLP but not of the other partner
- j. Every partner shall conduct himself in order to protect the interests of the LLP
- k. Every partner shall adhere to and comply with legal requirements as may apply from time to time.
- l. The provisions of the LLP Act and the Rules thereto shall apply. If there is anything repugnant to the mandatory requirements of the LLP Act and the Rules thereto, such provisions of the of the LLP Act and the Rules thereto shall apply.
- m. The provisions of the First Schedule to the LLP Act shall not apply unless in respect of any matter this LLP Agreement does not contain any express provision at all.



Subhash A. Rajaguru


- n. A person entitled to the share of a Partner in consequence of the death or insolvency of the partner shall not have any right to interfere in the management of the LLP.
- o. There shall be no victimization of anyone who indulges in whistle blowing.
- p. A partner is not entitled to transfer his right to share profits in the LLP to any third party who is a close relative of the partner who is desirous of doing such transfer. Father, Mother, Sister, Brother, Son, Daughter, Wife, Husband shall be deemed to be a close relative for this purpose. Any such transfer shall require the consent of all the partners..

11. DESIGNATED PARTNERS AND THEIR GENERAL AND SPECIFIC DUTIES

- a. The party of the First Part, the party of the Second part are the Designated Partners for the time being of the LLP.
- b. Designated Partners shall be jointly and severally liable for the orderly conduct of the affairs of the LLP.
- c. Designated Partners shall be jointly and severally liable for upkeep and maintenance of books of account, preservation and protection of all the present and future tangible and intangible properties of the LLP.
- d. Designated Partners shall be jointly and severally liable for recording in an accurate manner in accordance with generally accepted accounting principles all transactions of receipts and payments, income and expenditure, assets and liabilities, contracts, rights, benefits and obligations.
- e. Every designated Partner shall be responsible for all act, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act and all applicable laws, rules and regulations as may apply from time to time and shall ensure all legal compliances properly from time to time.
- f. Any change in the Designated Partners is not a change in Partnership Covenants.

12. LIABILITIES OF PARTNER

- a. A partner is liable for an act, if any done without authority with any other person and the other person knows that he/she has no authority and does not know or believes others that he/she is partner of Limited Liability Partnership .

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Prashmita A. Rajaguru
[Handwritten signature]

- b. A partner is personally liable for his/her own wrongful act or omission, but a partner shall not be personally liable for the wrongful act or omission of any other partner of the LLP.

13. LIABILITIES OF DESIGNATED PARTNERS:

- a. For doing all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the Act and all filings required there under.
- b. For payment of penalties imposed under the Act for any contraventions thereof.

14. REMUNERATION TO DESIGNATED PARTNERS

LLP shall pay such Remuneration to any Designated partner as may be decided by the Partners in a meeting of the LLP.

15. HOLDIGN OUT:

- a. Any credit is received by LLP as a result of any misrepresentation given by any person, who by words spoken or written or by conduct, represents or knowingly permits himself to be represented to be a partner in a LLP, LLP shall without prejudice to the liability of the person so representing, be liable to the extent of credit received by it or any financial benefit derived thereon.
- b. LLP continues to do the business with the name of the deceased partner even after the death of the partner, the continued use of that name as a part thereof shall not by itself make his legal representative or his estate liable for any act of the limited liability partnership done after his death.

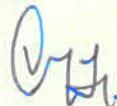
16. LIABILITY UNLIMITED:

An act carried out by a LLP or any of its partners, with intent to defraud creditors of the LLP or any other partners, or for any fraudulent purpose, the liability of the LLP and partners, who acted with intent to for any fraudulent purpose shall be unlimited for all or any of the said debts and shall be subject to the provisions of Section 30 of the Act.

17. OBLIGATION TO CONTRIBUTE:

The obligation of a partner is to contribute money or other property or to perform services for a LLP Agreement. A creditor of a LLP, which extends credit or otherwise acts in reliance on an obligation described in this agreement, without notice of any compromise between partner, may enforce the original obligation against such partner.



Bushmita . N . Rajaguru


18. RELATED PARTY TRANSACTIONS:

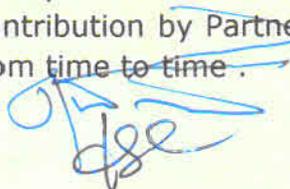
With the resolution of a meeting of the LLP, the LLP may enter into any contract or arrangement with persons or parties or entities with whom one or more Partners may be interested or concerned directly or indirectly. Partners may lend short term or long term loan capital to the LLP. Such short term or long term loan capital shall be entitled to such interest as a resolution of the LLP may determine from time to time. The principal amount and interest thereon shall enjoy a first charge on the undertaking of the LLP.

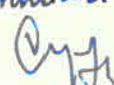
19. MEETING OF THE LLP

- a. A meeting of partners in relation to any matter connected with or incidental to the affairs of the LLP shall called, convened and held in accordance with a notice in writing duly issued to all the Partners and every such meeting shall be known as a meeting of the LLP.
- b. A meeting of LLP could be called, convened and held even instantaneously, whether a physical meeting or through teleconferencing or video conferencing, depending upon urgency of the item of business proposed to be transacted at such a meeting.
- c. Only in respect of matters which require consent of all partners, there shall be given to all partners an advance notice of not less than three days duly setting out the agenda for that meeting so to invite the attention of the Partners that in that meeting such an item of business is going to be transacted .
- d. A partner who is unable to participate in the meeting, physically or through tele-conference or video conference, may communicate his assent or dissent to the proposal by any other mode in the form of signed communication such as an email or fax communication showing that such a Partner had assented or dissented to the proposal brought up for approval before that meeting of the LLP.
- e. The partners may elect one amongst them as the Chairman of the meetings of LLP
- f. Party of the First Part shall be the Chairman of the meetings of LLP until otherwise decided by the Partners in a meeting of the LLP.

20. SEAL, REGISTERES AND RECORDS

- a. The LLP shall have a seal of its own in which its name is prominently engraved and which may be affixed on every certificate issued by LLP in evidence of Capital Contribution by Partners and in such other documents as the LLP may decide from time to time .



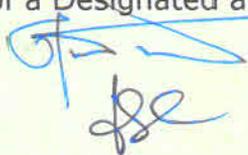
Gneemitha . N . Rajaguru


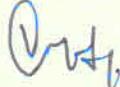
- b. Chairman of a meeting of LLP shall ensure an accurate record of all proceedings at the meeting duly drawn in the form of minutes of proceedings of meetings and the minutes shall be duly drawn up in minutes, book, with its pages consecutively numbered and signed by the Chairman.
- c. The Designated Partners shall maintain a Register known as Register of Partners and their Capital Contributions showing the Name and other Particulars of Partners and their Capital Contribution from time to time and the Register shall contain date-wise details of Capital Contributions made by Partners and the Certificates issued and cancelled from time to time.
- d. Every person who is a Partner of the LLP is entitled to inspect the minutes book and the Register at any time and take extracts of the minutes.
- e. The Designated Partners shall maintain in safe custody the Certificate of its Incorporation, blank certificates for Capital Contribution, agreements, contracts, documents annual returns, consents to act as partners, consents to act as Designated Partners, Notifications of changes in the Name and Address of Partners, Original LLP Agreement and all deeds and documents of title tangible and intangible properties.

21. CONSENT OF ALL PARTNERS

Only with a unanimous resolution of the Partners duly passed at a meeting of the LLP decision in regard to the following matters shall be taken:

- a. Admission of a New Partner
- b. Appointment of a Partner as a Designated Partner
- c. Increase in Capital Contribution
- d. Making Capital Contribution in Kind
- e. Change in the Ratio of Capital Contribution amongst partners
- f. Transfer of Interest of a Partner or Profits of the LLP on favor of a minor
- g. Change in the Name of the LLP
- h. Change in the nature of business of the LLP
- i. Change in the Registered Office of the LLP
- j. Any Partnership or joint Venture in India or abroad with any other person or party or legal entity or not
- k. Opening of overseas offices and branches
- l. Appointment of Chief Executive Officer and terms of this appointment
- m. Borrowing long term loans
- n. Mortgaging the assets of the LLP
- o. Removal of an Auditor
- p. Removal of a Designated a Designated Partner

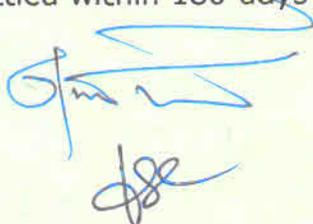


Prashantha . D. Rajaguru


who has deceased or become insolvent shall be construed to be equal to three times the value of average post tax profits in the three financial years immediately preceding the financial year in which the event has taken place and such post tax profits shall be considered only after deducting the remuneration to Designated Partners , interest on loans of Partners , interest , finance charges, taxes and depreciation or two times the average gross total income excluding Service Tax in the three financial years immediately preceding the financial year in which the event has taken place , whichever is higher.

25. RESIGNATION OF A DESIGNATED PARTNER OR OTHER PARTNER

- a. Notice of not less than 90 days [Resignation Notice] shall be necessary for the resignation of a Designated Partner .
- b. Notice of not less than 30 days [Resignation Notice] shall be necessary for the resignation of a Partner.
- c. It is not necessary for the Designated Partner or Partner who submits Resignation Notice to specify the reasons for his resignation.
- d. Resignation Notice shall be in writing.
- e. Resignation Notice may be left at the Registered Office of the LLP duly obtaining an acknowledgement from any of the Partners of the LLP or could be served upon the LLP by registered post with acknowledgement due.
- f. Resignation shall take effect automatically upon expiry of the period specified in the Resignation Notice without any formal resolution or further communication in this regard.
- g. Upon the expiry of the period specified in the Resignation Notice, The Designated Partner or the other Partner whose resignation has become effective shall be entitled to immediate payment of arrears of his remuneration and share of profits if any lying to the credit of his account He shall be entitled to a share in the total net worth of the LLP in proportion to his total Capital Contribution based on the latest audited financial statements of the LLP. He shall also be entitled to a share of the Goodwill of the LLP duly valued by an auditor or any other expert appointed by a resolution of the LLP with the consent of a majority of Partners of the LLP. The share of capital Contribution and share of goodwill shall be settled within 180 days of the expiry of the Resignation Notice.



Greshma D. Rajaguru


- q. Withdrawal of Resignation of an Auditor
- r. Withdrawal of Resignation of a Designated Partner or Partner
- s. Rescinding of any Resolution previously passed with the consent of all Partners
- t. Conversion of the LLP into a Limited Liability Company
- u. Conversion of the LLP into a Partnership Firm under the Indian Partnership Act, 1932
- v. Any Takeover, compromise, arrangement, amalgamation or demerger or any other restructuring involving any arrangement including but not limited to reduction of capital
- w. Sale of any intangible or immovable property of the LLP
- x. Any change in any of the Partnership Covenants of the LLP Agreement
- y. Any Transfer of rights shall require the consent of all the partners.

22. AUDIT OF ACCOUNTS

The accounts shall be audited every financial year by a qualified chartered accountant who is a member of the Institute of Chartered Accountants of India. The Designated Partners, by mutual choice, may decide the auditor for this purpose and fix his remuneration for audit services. Designated Partners shall obtain the written consent of the auditor for undertaking audit services. Designated Partners shall obtain the written consent of the auditor for undertaking audit and any other non-audit services relating to the LLP.

23. RESIGNATION AND REMOVAL OF AN AUDITOR

In case the auditor resigns, the Designated Partners may relieve the auditor immediately subject to handing over all books and records of the LLP if any in his custody and procure a No Objection Letter from him for appointing another auditor in his place. The resignation letter shall be in writing duly addressed to the registered Office of the LLP. An auditor shall not be removed except with the consent of all partners for the time being in the LLP. Before moving a resolution for removing an auditor, there shall be written notice to the auditor duly mentioning therein in brief the reasons for doing so. In case the auditor resigns on his own accord before the meeting of the LLP called for this purpose, no such resolution shall be passed thereafter.

24. GOODWILL

Goodwill for the purpose of settling the dues of any partner or Designated Partner in pursuance of his resignation or to settle a claim from any person, who is entitled to a share of the interest of any Partner

Shruthi A. Rajaguru

26. DISPUTE RESOLUTION:

Any dispute amongst Partners inter se in relation to anything pertaining to the affairs of the LLP or the LLP Agreement or between a partner or partners and the LLP or the LLP Agreement or between a partner or partners and the LLP shall be resolved through arbitration by a Sole Arbitrator duly conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. In the absence of mutual choice as regards the Sole Arbitrator, any one or more of the disputing Parties may apply to the High Court for appointment of the Sole Arbitrator and Partners agree to be bound by any Award of the Arbitral Tribunal. The seat of Arbitration shall be in Trichirapalli and the proceedings shall be in English or Tamil language. The Arbitral Award shall be written in English. Cost of Arbitration proceedings including fees payable to Sole Arbitrator and reasonable travel and conveyance charges, charges for the venue at which Arbitral proceedings have been conducted including secretarial charges shall be borne by the losing Party in the Arbitral Proceedings.

27. JURISDICTION:

Courts in Tiruchirapalli alone shall have exclusive jurisdiction for all matters under this LLP Agreement to the exclusion of the Courts. Laws in force in India shall apply.

28. TENURE AND DISSOLUTION OF THE LLP:

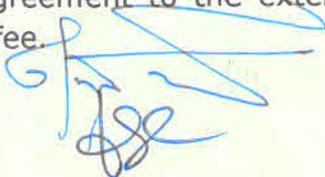
Until and unless it is dissolved in accordance with the LLP Agreement of the LLP Act, the LLP shall operate and it has perpetual succession. Save as aforesaid, at any time, Partners may unanimously agree to wind up the affairs of the LLP and dissolve the same. The provisions of the LLP Act and the relevant rules shall apply in relation to dissolution of LLP.

29. NOTICES:

Notices upon the LLP or on any Partner of the LLP in relation to any matter pertaining to the business and affairs of the LLP shall be served upon the registered office of the LLP.

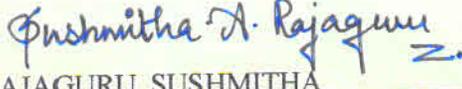
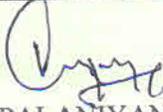
30. AMENDMENTS TO LLP AGREEMENT

No amendment to LLP Agreement shall be valid. Binding and effectual unless it is carried out in accordance with the express requirements contained herein. Any change in any provision of the LLP Agreement other than changes to Partnership Covenants does not require the execution of the LLP Agreement either afresh or through any codicil and it shall be sufficient if the changes are duly approved by the Partners in terms of this LLP Agreement. Partners shall notify the Registrar of LLPs of changes to LLP Agreement to the extent required in the prescribed form with prescribed fee.

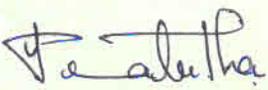


Pushpitha A. Rajaguru
A. R.

IN WITNESS WHEREOF THE LIMITED LIABILITY PARTNERSHIP AGREEMENT is signed by the Parties hereto on the date, day and place herein before first mentioned.

Name & Signature of the Party of the First Part	 Mr. MOTTAIYANDI PALANIYANDI
Name & Signature of the Party of the Second Part	 Mr. KARUPPAIYAN SRINIVASAN
Name & Signature of the Party of the Third Part	 Mrs. RAJAGURU SUSHMITHA
Name & Signature of the Party of the Fourth Part	 Mr. PALANIYANDI VIMALATHITHAN

Witness Party of all the above Parts Signature, Name and particulars such as age occupation and full address.

1.  R. PRASANNA, S/O. A. RAJAGURU.
2/101A-1, Thalampoo street,
Naganakulam,
Madurai.
2.  R. PREMAATHA, W/O. K. SRINIVASAN
2/54, Agsagaalam, Mahadhapuram.
Kaalai Dt



TAMILNADU POLLUTION CONTROL BOARD



CONSENT ORDER NO. 1908221564907 DATED: 08/03/2019.

PROCEEDINGS NO.F.0116KAR/OS/DEE/TNPCB/KAR/A/2019 DATED: 08/03/2019

SUB: Tamil Nadu Pollution Control Board - RENEWAL OF CONSENT -M/s. SRI RATHINAGIRISWARAR BLUE METALS , S.F.No. 2/1, SIVAYAM village, Krishnarayapuram Taluk and Karur District - Renewal of Consent for the operation of the plant and discharge of emissions under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 as amended in 1987 (Central Act 14 of 1981) -Issued- Reg.

- REF: 1.CTO Proc.No.F.KAR/1125/RS/DEE/TNPCB/KAR/W&A/2014 Dated:09.12.2014, 2.Latest RCO.Proc.No.F.0116KAR/OS/DEE/TNPCB/KAR/W&A/2017 Dated:09.02.2017 3.Unit's Application for RCO through OCMMS.Dated:27.02.2019. 4.IR No.F.0116KAR/OS/AEE/KAR/2019 Dated:06.03.2019.

RENEWAL OF CONSENT is hereby granted under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 as amended in 1987 (Central Act 14 of 1981) (hereinafter referred to as "The Act") and the rules and orders made there under to

The Proprietor M/s.SRI RATHINAGIRISWARAR BLUE METALS, S.F.No. 2/1, SIVAYAM village, Krishnarayapuram Taluk, Karur District.

Authorizing the occupier to operate the industrial plant in the Air Pollution Control Area as notified by the Government and to make discharge of emission from the stacks/chimneys.

This is subject to the provisions of the Act, the rules and the orders made there under and the terms and conditions incorporated under the Special and General conditions stipulated in the Consent Order issued earlier and subject to the special conditions annexed.

This RENEWAL OF CONSENT is valid for the period ending March 31, 2024

District Environmental Engineer, Tamil Nadu Pollution Control Board, KARUR



TAMILNADU POLLUTION CONTROL BOARD

SPECIAL CONDITIONS

- This renewal of consent is valid for operating the facility for the manufacture of products (Col. 2) at the rate (Col. 3) mentioned below. Any change in the products and its quantity has to be brought to the notice of the Board and fresh consent has to be obtained.

Sl. No.	Description	Quantity	Unit
Product Details			
1.	Blue Metal Jelly and chips of Various Sizes ranging from 1 1/2", 3/4", 1/2" & 1/4"	3400	T/M

- This renewal of consent is valid for operating the facility with the below mentioned emission/noise sources along with the control measures and/or stack. Any change in the emission source/control measures/change in stack height has to be brought to the notice of the Board and fresh consent/Amendment has to be obtained.

I Point source emission with stack :				
Stack No.	Point Emission Source	Air pollution Control measures	Stack height from Ground Level in m	Gaseous Discharge in Nm3/hr
1	Jaw Crusher-3 Nos	Water Spray and Enclosures	0	-
2	Vibrating Screens	MS Cover With Closed Shed	0	-
3	Powder Conveyor drop point	MS Box	0	-
4	DG Set-320 KVA	Acoustic enclosures with stack	3.0	-
II Fugitive/Noise emission :				
Sl. No.	Fugitive or Noise Emission sources	Type of emission	Control measures	
1.	All Vehicle Movement Area	Fugitive	Water Sprinklers	
2.	DG Set-320 KVA	Noise	Acoustic Enclosures	



TAMILNADU POLLUTION CONTROL BOARD

Additional Conditions:

- 1.The unit shall operate and maintain the dust suppression and control system comprising of water sprinkler water sprinkler arrangement and metal sheet cover attached to emission sources efficiently and continuously and ensure that the emission let out shall satisfy the AAQ/emission standards prescribed by the Board.
- 2.Periodical cleaning of water spray nozzle shall be carried out to avoid choking
- 3.The unit shall not increase its production without prior consent of the Board.
- 4.The unit shall adhere to the AAQ/Emission standards prescribed by the Board.
- 5.The unit shall adhere to the Ambient Noise Level standards prescribed by the Board.
- 6.The unit shall continue to develop the green belt within its premises.

(Signature)
**District Environmental Engineer,
 Tamil Nadu Pollution Control Board,
 KARUR**

To
 The Proprietor,
 M/s.SRI RATHINAGIRISWARAR BLUE METALS,
 SF No.2/1,SIVAYAM NORTH VILLAGE,KRISHNARAYAPURAM TALUK,KARUR DISTRICT.,
 Pin: 639120

Copy to:

- 1.The Commissioner, KRISHNARAYAPURAM-Panchayat Union, Krishnarayapuram Taluk, Karur District .
2. Copy submitted to the Member Secretary, Tamil Nadu Pollution Control Board, Chennai for favour of kind information.
3. Copy submitted to the JCEE-Monitoring, Tamil Nadu Pollution Control Board, Salem for favour of kind information.
4. File



TAMILNADU POLLUTION CONTROL BOARD



CONSENT ORDER NO. 1908121564907 DATED: 08/03/2019.

PROCEEDINGS NO.F.0116KAR/OS/DEE/TNPCB/KAR/W/2019 DATED: 08/03/2019

SUB: Tamil Nadu Pollution Control Board - RENEWAL OF CONSENT – M/s. SRI RATHINAGIRISWARAR BLUE METALS , S.F.No. 2/1, SIVAYAM village, Krishnarayapuram Taluk and Karur District - Renewal of Consent for the operation of the plant and discharge of sewage and/or trade effluent under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 as amended in 1988 (Central Act 6 of 1974) – Issued- Reg.

REF: 1.CTO Proc.No.F.KAR/1125/RS/DEE/TNPCB/KAR/W&A/2014 Dated:09.12.2014,
2.Latest RCO.Proc.No.F.0116KAR/OS/DEE/TNPCB/KAR/W&A/2017 Dated:09.02.2017
3.Unit's Application for RCO through OCMMS.Dated:27.02.2019.
4.IR No.F.0116KAR/OS/AEE/KAR/2019 Dated:06.03.2019.

RENEWAL OF CONSENT is hereby granted under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 as amended in 1988 (Central Act, 6 of 1974) (hereinafter referred to as "The Act") and the rules and orders made there under to

The Proprietor
M/s.SRI RATHINAGIRISWARAR BLUE METALS,
S.F.No. 2/1,
SIVAYAM Village,
Krishnarayapuram Taluk,
Karur District.

Authorising the occupier to make discharge of sewage and /or trade effluent.

This is subject to the provisions of the Act, the rules and the orders made there under and the terms and conditions incorporated under the Special and General conditions stipulated in the Consent Order issued earlier and subject to the special conditions annexed.

This RENEWAL OF CONSENT is valid for the period ending March 31, 2024

A. 28/3/19
**District Environmental Engineer,
Tamil Nadu Pollution Control Board,
KARUR**



TAMILNADU POLLUTION CONTROL BOARD

SPECIAL CONDITIONS

1. This renewal of consent is valid for operating the facility for the manufacture of products/byproducts (Col. 2) at the rate (Col 3) mentioned below. Any change in the product/byproduct and its quantity has to be brought to the notice of the Board and fresh consent has to be obtained.

Sl. No.	Description	Quantity	Unit
Product Details			
1.	Blue Metal Jelly and chips of Various Sizes ranging from 1 1/2", 3/4", 1/2" & 1/4"	3400	T/M

2. This renewal of consent is valid for operating the facility with the below mentioned outlets for the discharge of sewage/trade effluent. Any change in the outlets and the quantity has to be brought to the notice of the Board and fresh consent has to be obtained.

Outlet No.	Description of Outlet	Maximum daily discharge in KLD	Point of disposal
Effluent Type : Sewage			
1.	Sewage	0.4	On Industrys own land
Effluent Type : Trade Effluent			
1.	No Trade effluent	0.0	Not applicable

POLLUTION PREVENTION PAYS



TAMILNADU POLLUTION CONTROL BOARD

Additional Conditions:

- 1.The sewage generated shall be treated and dispose through septic tank and soak pit arrangements.
- 2.The unit shall not generate any trade effluent at any stage of its manufacturing process.
- 3.The unit shall not increase its production without prior consent of the Board.
- 4.The unit shall not use "use and throwaway plastics" such as plastic sheets used for food wrapping , spreading on dining table etc., plastic plates , plastic coated tea cups, plastic tumbler , water pouches and packets, plastic straw, plastic carry bags and plastic flags irrespective of thickness, within the industry premises. Instead unit shall encourage use of eco friendly alternative such as banana leaf, arecanut palm, stainless steel, glass, porcelain plates/cups/cloth bag, jute bag etc.,

S.24/11319
District Environmental Engineer,
Tamil Nadu Pollution Control Board,
KARUR

To
 The Proprietor,

M/s.SRI RATHINAGIRISWARAR BLUE METALS,
 SF No.2/1,SIVAYAM NORTH VILLAGE,KRISHNARAYAPURAM TALUK,KARUR DISTRICT.,
 Pin: 639120

Copy to:

- 1.The Commissioner, KRISHNARAYAPURAM-Panchayat Union, Krishnarayapuram Taluk, Karur District.
2. Copy submitted to the Member Secretary, Tamil Nadu Pollution Control Board, Chennai for favour of kind information.
3. Copy submitted to the JCEE-Monitoring, Tamil Nadu Pollution Control Board, Salem for favour of kind information.
4. File



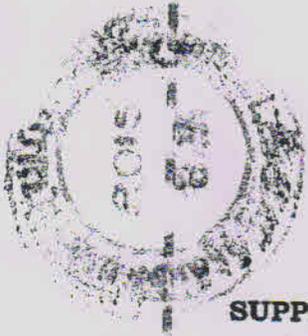
தமிழ்நாடு தமில்நாடு TAMILNADU

SRI RATHINAGIRISWARAR BLUE METALS LLP

CF 812271

27 FEB 2021

S. ராஜகுமார்
மு.நா. வி
LNo: 6/2000
ம.நா. தமில்நாடு



**SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT
OF**

SRI RATHINAGIRISWARAR BLUE METALS LLP

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT is made at Trichy on the 8th day of March 2021 among,

1. Mr. MOTTAIYANDI PALANIYANDI, S/o. Sri. MOTTAIYANDI, aged 54 years, residing at No.2-34/2-30, AMBALAKARA STREET, SOMARASANPETTAI PO, TRICHY-620102 with (DPIN: 08355468), hereinafter referred to as the party of the First Part:
2. Mr. KARUPPAIYAN SRINIVASAN, S/o. Sri. KARUPPAIYAN, aged 45 years, residing at No.2 / 54, AGRAGARAM, MAHADHANAPURAM, KARUR-637106 with (DPIN: 08355469) hereinafter referred to as the party of the Second Part:
3. Dr. RAJAGURU SUSHMITHA D/o. Sri. RAJAGURU, aged 37 years, residing at No. 2/1014, THALLAM POO STRT, BEHIND, SAMUDAYAKOODAM, NAGNAKULAM, MADURAI-625 014 with (DPIN: 09095394), hereinafter referred to as the party of the Third Part:

1.

2.

3.
10/3/21

4.



தமிழ்நாடு தமில்நாடு TAMILNADU

SRI RATHINAGIRISWARAR BLUE METALS

LLP

27 FEB 2021

CF 812272

S. ராஜகூரம்
மு.நா. சி
L.No: 6/2000
சென்னை, தமிழ்நாடு



12/

4. Mr. PALANIYANDI VIMALATHITHAN, S/o. PALANIYANDI, aged 27 years, residing at No.2-34/2-30, AMBALAKARA STREET, SOMARASANPETTAI PO, SRIRANGAM TK., TRICHY-620102 with PAN: AZCPV8566H, hereinafter referred to as the party of the Fourth Part

WHEREAS

All the partners of SRI RATHINAGIRISWARAR BLUE METALS LLP (Hereinafter called LLP) have mutually decided to amend the LLP original agreement dated 1st December, 2018 (hereinafter called LLP Original Agreement)

(i) Dr. RAJAGURU SUSHMITHA (DPIN: 09095394), Incoming designated partner who is already a partner in LLP has expressed her willingness to be appointed as designated partner in LLP. The existing partners have unanimously passed the necessary resolution in the meeting held on 8th March, 2021;

All the partners/designated partners have expressed their willingness to amend the LLP Original Agreement. The existing partners have unanimously passed the necessary resolution in the meeting held on 8th March, 2021.

1 [Signature]
2 [Signature]

3 Sushmitha A. Rajaguru
10/3/21
4 [Signature]



தமிழ்நாடு தமில்நாடு TAMILNADU

SRI RATHIMAGIRISWARAR BLUE METALS

CF 812273

LLP

27 FEB 2021

S. ராஜகுமார்
மு.தா. வி
LNo: 6/2000
மு.தா. தமிழ்நாடு



131

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Agreement is supplemental to LLP Original Agreement and made between the partners of LLP on the terms of which the mutual rights and duties of the partners and their rights and duties in relation to the LLP is determined.
2. Existing partners of LLP unanimously consent to amend the LLP Original Agreement.
3. The Appointment of Incoming designated partner Dr. RAJAGURU SUSHMITHA has necessitated amendments to the Schedule 6, 7 and Schedule 11 of LLP Agreement dated 01-12-2018. Accordingly, Schedule 6,7 and Schedule 11 of the LLP Agreement stand amended with effect from the date of this Supplementary Agreement. The revised Schedule 6,7 and Schedule 11 are attached as Annexure to this Supplementary Agreement.

[Handwritten signature]

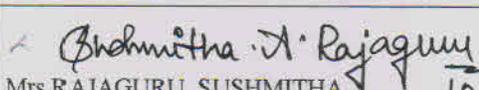
3 Sushmitha A. Rajaguru
4 *[Handwritten signature]*
10/3/21

4. General and Operational Provisions:

4.1 All the other terms and conditions of the LLP Agreement dated 01st December, 2018 shall remain in full effect and force.

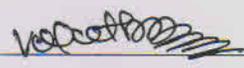
4.2 This Supplementary Agreement shall be considered as a part of, and be governed by the terms and conditions contained in the LLP Agreement dated 1st December 2018.

IN WITNESS WHEREOF THE LIMITED LIABILITY PARTNERSHIP AGREEMENT is signed by the Parties hereto on the date, day and place herein before first mentioned.

Name & Signature of the Party of the First Part	 Mr. MOTTAIYANDI PALANIYANDI
Name & Signature of the Party of the Second Part	 Mr. KARUPPAIYAN SRINIVASAN
Name & Signature of the Party of the Third Part	 Mrs. RAJAGURU SUSHMITHA 10/3/21
Name & Signature of the Party of the Fourth Part	 Mr. PALANIYANDI VIMALATHITHAN

Witness Party of all the above Part's Signature, Name and particulars such as occupation and full address.

WITNESSES:

1. Signature : 

Name : V. MUTHUKUMAR

Father's Name : S/O. M. VELAYUDIYAN

Address : 2/136, Kalyanman Kovil Street
Somarasampettai, Srirangam Taluk
TRICUVY - 620102

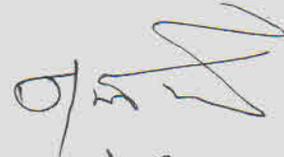
Occupation : ACCOUNTANT

2. Signature : 

Name : R. PREMALATHA

Father's Name : D/O. G. RAJAGOPAL

Address : 2/54 MAHADHANARARAM
KARUR 620102

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ANNEXURES**(A) SCHEDULE:6 TO THE LLP AGREEMENT DATED 01-12-2018 AS AMENDED BY CLAUSE (a) OF THIS SUPPLEMENTARY AGREEMENT:****6.CAPITAL CONTRIBUTION:**

a.The Contribution of the said LLP shall be **Rs.10,00,000/- (Rupees Ten Lakhs Only)** which shall be contributed by the partners in the following proportions.

Sl.no.	Name of the Partners	Amount in Rupees
1	Mr. MOTTAIYANDI PALANIYANDI	200000
2	Mr. KARUPPAIYAN SRINIVASAN	200000
3	Dr. RAJAGURU SUSHMITHA	400000
4	Mr. PALANIYANDI VIMALATHITHAN	200000
	Total	1000000

The further Contribution if any required by the said LLP shall be brought by the partners in their profit sharing ratio.

- b. The party of the First Part, Second Part, Third Part and party of Fourth Part have agreed to bring their respective contributions in cash/cheque.
- c. Capital Contribution cannot be made or created from out of profits or funds lying to the credit of the account of any partner.
- d. Capital Contribution shall be made within 7 days of being admitted as a Partners unless other partners agree to extend time subject to payment of interest or otherwise.
- e. Any increase in the Contribution to be brought in by a Partner shall be subject to a unanimous resolution of the Partners.
- f. Partners shall not be entitled to any interest in their Capital Contribution.
- g. Capital Contribution shall be brought in by Partners in cash or by way of a cheque or demand draft duly drawn in the name of the LLP.
- h. Any change in the Capital Contribution shall not be construed as a change in Partnership Covenants.
- i. In case a partner is bringing his Capital Contribution in kind in the form of any property, tangible or intangible, it shall be so approved by a resolution of a simple

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- j. Capital Contribution in kind shall be valued by an expert appointed for that purpose by the LLP and accounted accordingly in the books of account of the LLP.
- k. The LLP shall issue, under its seal and with the signature of any two of its Designated Partners, a certificate evidencing the Contribution Agreed to made, Contribution already made as on the Date of Certificate and the Contribution remaining to be made. Whenever a partner makes payment to discharge his liability to make the remaining contribution, a fresh Certificate shall be issued on request by the partner concerned.

(B) SCHEDULE: 7 TO THE LLP AGREEMENT DATED 01-12-2018 AS AMENDED BY CLAUSE (a) and (b) OF THIS SUPPLEMENTARY AGREEMENT:

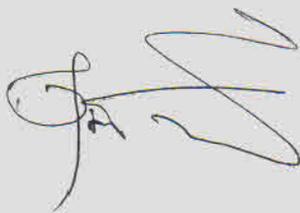
7. SHARE OF PROFITS :

- a. The net profits of the said LLP arrived at after providing for payment of remuneration to the working partners and interest to partners on the loan given by them shall be divided in the following proportions:

Sl.no.	Name of the Partners	%
1	Mr. MOTTAIYANDI PALANIYANDI	20
2	Mr. KARUPPAIYAN SRINIVASAN	20
3	Dr. RAJAGURU SUSHMITHA	40
4	Mr. PALANIYANDI VIMALATHITHAN	20
	Total	100

- b. The losses of the said LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

Sl.no.	Name of the Partners	%
1	Mr. MOTTAIYANDI PALANIYANDI	20
2	Mr. KARUPPAIYAN SRINIVASAN	20
3	Dr. RAJAGURU SUSHMITHA	40
4	Mr. PALANIYANDI VIMALATHITHAN	20
	Total	100



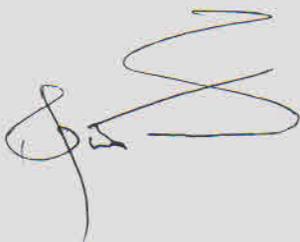
3 Dr. Sushmitha J. Rajaguru
10/3/21

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**(C) SCHEDULE:11 TO THE LLP AGREEMENT DATED 01-12-2018 AS AMENDED BY
CLAUSE (a) OF THIS SUPPLEMENTARY AGREEMENT:**

- a. The party of the First Part, the party of the Second part and party of the Third Part are the Designated Partners for the time being of the LLP.
- b. Designated Partners shall be jointly and severally liable for the orderly conduct of the affairs of the LLP.
- c. Designated Partners shall be jointly and severally liable for upkeep and maintenance of books of account, preservation and protection of all the present and future tangible and intangible properties of the LLP.
- d. Designated Partners shall be jointly and severally liable for recording in an accurate manner in accordance with generally accepted accounting principles all transactions of receipts and payments, income and expenditure, assets and liabilities, contracts, rights, benefits and obligations.
- e. Every designated Partner shall be responsible for all act, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act and all applicable laws, rules and regulations as may apply from time to time and shall ensure all legal compliances properly from time to time.
- f. Any change in the Designated Partners is not a change in Partnership Covenants.



3 *Shwetha. N. Rajaguru*
10/3/21

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தமிழ்நாடு தமில்நாடு TAMILNADU 5.5.2022

SRI RATHINA GIRISHWARAR BLUE METALS LLP.

CE 973746

J. சிமீ
J. சமீ

முத்திரை தாள் விற்பனையாளர்
குவித்தலை, கரூர் மாவட்டம்
L.No: 49/1997.

**SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT
OF**

SRI RATHINAGIRISWARAR BLUE METALS LLP

THIS SUPPLEMENTARY LIMITED LIABILITY PARTNERSHIP AGREEMENT is made at Trichy on the 6th day of May 2022 among,

1. Mr. MOTTAIYANDI PALANIYANDI, S/o. Sri. MOTTAIYANDI, aged 55 years, residing at No.2-34/2-30, AMBALAKARA STREET, SOMARASANPETTAI PO, TRICHY-620102 with (DPIN: 08355468), hereinafter referred to as the party of the First Part/Continuing Partner:
2. Mr. PALANIYANDI VIMALATHITHAN, S/o. PALANIYANDI, aged 28 years, residing at No.2-34/2-30, AMBALAKARA STREET, SOMARASANPETTAI PO, SRIRANGAM TK., TRICHY-620102 with (DPIN:09597855), hereinafter referred to as the party of the Second Part / Continuing Partner:

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தமிழ்நாடு தமில்நாடு TAMILNADU 5.5.2022

SRI RATHINAGIRISHWARAR BLUE
METALS LLP

CE 973747

J. கமலா
J. கமலா

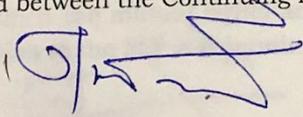
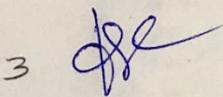
முத்திரை தாள் நிற்பனையாளர்
குளித்தலை, கரூர் மாவட்டம்
L.No: 49/1997.

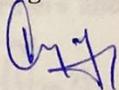


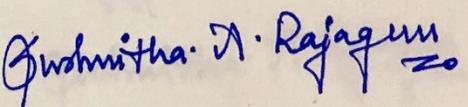
3. Mr. KARUPPAIYAN SRINIVASAN, S/o. Sri.KARUPPAIYAN, aged 46 years, residing at No.2 / 54, AGRAGARAM, MAHADHANAPURAM , KARUR-637106 with (DPIN:08355469) hereinafter referred to as the party of the Third Part/ Retiring Partner:
4. Dr. RAJAGURU SUSHMITHA D/o. Sri. RAJAGURU, aged 38 years, residing at No. 2/1014, THALLAM POO STRT, BEHIND, SAMUDAYAKOODAM, NAGNAKULAM, MADURAI-625 014 with (DPIN: 09095394) , hereinafter referred to as the party of the Fourth Part / Retiring partner:

WHEREAS

The Continuing Partners and the Retiring Partners are carrying on the business in Limited Liability partnership in the name of M/s. SRI RATHINAGIRISHWARAR BLUE METALS LLP (Hereinafter called LLP) under the Deed of LLP Agreement dated 14th December, 2018 and Supplementary LLP Agreement dated 8th March, 2021 entered into by and between the Continuing Partners & the Retiring Partners.

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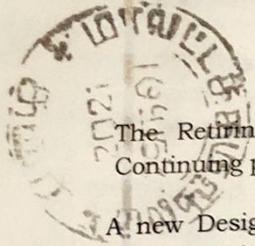
தமிழ்நாடு தமில்நாடு TAMILNADU 5.5.2022

CE 973748

SRI RATHINA GIRIS WARAR BLUE METALS LLP

J. சமீத

முத்திரை தாள் விற்பனையாளர்
குவித்தலை, கரூர் மாவட்டம்
L.No: 49/1997.



The Retiring Partners desires to transfer his/her share in the said LLP to the Continuing partner Mr. MOTTAIYANDI PALANIYANDI and retire from the LLP.

A new Designated Partner Mr. PALANIYANDI VIMALATHITHAN, S/o. PALANIYANDI is being appointed and for this Clause 8 of original LLP Agreement (which deals with "Admission of new Partner") has been duly complied with.

All the partners/designated partners have expressed their willingness to amend the LLP Existing Agreements. The existing partners have unanimously passed the necessary resolution in the meeting held on 6th May, 2022.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

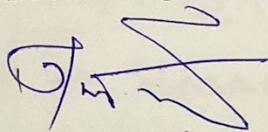
1. The Agreement is supplemental to LLP Original Agreement and Supplementary Agreement dated 8th March 2021 and made between the partners of LLP on the terms of which the mutual rights and duties of the partners and their rights and duties in relation to the LLP is determined.

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2. Existing partners of LLP unanimously consent to amend the LLP Existing Agreements.
3. The Retiring Partners hereby releases all his/her share, right, title and Interest in the business, of the said LLP, its assets Including goodwill, all licenses and permits held by the said LLP, its outstandings dues and receivables and outstanding contracts, that the same shall belong to the Continuing Partners alone.
4. The Continuing Partners agree to pay all the debts and liabilities of the said LLP and to Indemnify and keep Indemnified the Retiring Partners against all such debts and liabilities and all loss, costs, charges and expenses that the Retiring Partners may incur or suffer on account thereof.
5. The Retiring Partners Mr. KARUPPAIYAN SRINIVASAN and Dr. RAJAGURU SUSHMITHA, has necessitated amendments to the Schedule 6, 7 and Schedule 11 of LLP Supplementary Agreement dated 8th March 2021. Accordingly, Schedule 6,7 and Schedule 11 of the LLP Agreement stand amended with effect from the date of this Supplementary Agreement. The revised Schedule 6,7 and Schedule 11 are attached as Annexure to this Supplementary Agreement.
6. The Retiring Partners agree and undertake to execute any document or papers as may be required to give complete effect to his/her retirement from the said LLP.
7. General and Operational Provisions:
 - 7.1 All the other terms and conditions of the LLP Agreement dated 14th December, 2018 and supplementary Agreement dated 8th March 2021 shall remain in full effect and force.
 - 7.2 This Supplementary Agreement shall be considered as a part of, and be governed by the terms and conditions contained in the LLP Agreement dated 14th December 2018 and Supplementary Agreement dated 8th March 2021.
 - 7.3 The decision of change in partners was decided vide SRI RATHNAGIRISWARAR BLUE METAL LLP resolution dated 4th of May 2022. The retirement deed SRI RATHNAGIRISWARAR BLUE METAL LLP will be uploaded in the website of Registrar of companies at the earliest and such uploaded copy will be shared with the retiring partners by the continuing partners at the earliest reasonable time

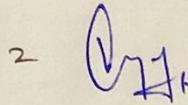
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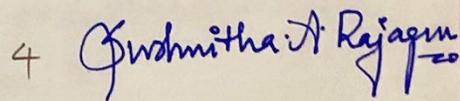
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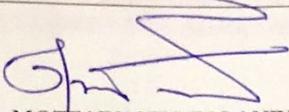
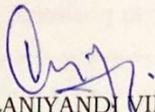
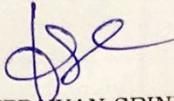
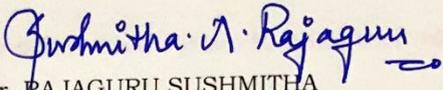
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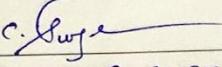


IN WITNESS WHEREOF THE LIMITED LIABILITY PARTNERSHIP AGREEMENT is signed by the Parties hereto on the date, day and place herein before first mentioned.

Name & Signature of the Party of the First Part Continuing Partner	 Mr. MOTTAIYANDI PALANIYANDI
Name & Signature of the Party of the Second Part Continuing Partner	 Mr. PALANIYANDI VIMALATHITHAN
Name & Signature of the Party of the Third Part Retiring Partner	 Mr. KARUPPAIYAN SRINIVASAN
Name & Signature of the Party of the Fourth Part Retiring Partner	 Dr. RAJAGURU SUSHMITHA

Witness Party of all the above Part's Signature, Name and particulars such as occupation and full address.

WITNESSES:

- Signature : 
Name : C. SURESH
Father's Name : CHANDRAN
Address : No. 2/1 AGRAHARAM, MAHADHANGAPURAM, KARUR, 639102
Occupation : Business
- Signature : 
Name : R. PRASANNA
Father's Name : A. RAJAGURU
Address : A1003, RADIANCE MANDARIN APARTMENTS
THORA PAKKAM, CHENNAI - 97
Occupation : BUSINESS

ANNEXURES

(A) SCHEDULE:6 TO THE SUPPLEMENTARY LLP AGREEMENT DATED 8TH MARCH 2021 AS AMENDED BY CLAUSE (a) OF THIS SUPPLEMENTARY AGREEMENT:

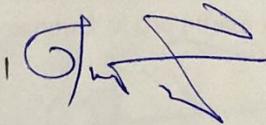
6. CAPITAL CONTRIBUTION:

a. The Contribution of the said LLP shall be **Rs.10,00,000/- (Rupees Ten Lakhs Only)** which shall be contributed by the partners in the following proportions.

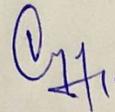
Sl.no.	Name of the Partners	Amount in Rupees
1	Mr. MOTTAIYANDI PALANIYANDI	800000
2	Mr. PALANIYANDI VIMALATHITHAN	200000
	Total	1000000

The further Contribution if any required by the said LLP shall be brought by the partners in their profit sharing ratio.

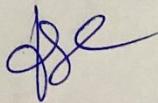
- b. The party of the First Part and Second Part have agreed to bring their respective contributions in cash/cheque.
- c. Capital Contribution cannot be made or created from out of profits or funds lying to the credit of the account of any partner.
- d. Capital Contribution shall be made within 7 days of being admitted as a Partners unless other partners agree to extend time subject to payment of interest or otherwise.
- e. Any increase in the Contribution to be brought in by a Partner shall be subject to a unanimous resolution of the Partners.
- f. Partners shall not be entitled to any interest in their Capital Contribution.
- g. Capital Contribution shall be brought in by Partners in cash or by way of a cheque or demand draft duly drawn in the name of the LLP.
- h. Any change in the Capital Contribution shall not be construed as a change in Partnership Covenants.
- i. In case a partner is bringing his Capital Contribution in kind in the form of any property, tangible or intangible, it shall be so approved by a resolution of a simple majority of partners of the LLP.

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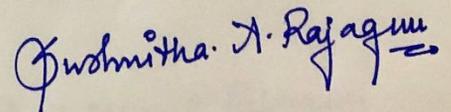
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- j. Capital Contribution in kind shall be valued by an expert appointed for that purpose by the LLP and accounted accordingly in the books of account of the LLP.
- k. The LLP shall issue, under its seal and with the signature of any two of its Designated Partners, a certificate evidencing the Contribution Agreed to made, Contribution already made as on the Date of Certificate and the Contribution remaining to be made. Whenever a partner makes payment to discharge his liability to make the remaining contribution, a fresh Certificate shall be issued on request by the partner concerned.

(B) SCHEDULE: 7 TO THE SUPPLEMENTARY LLP AGREEMENT DATED 08th MARCH 2021 AS AMENDED BY CLAUSE (a) and (b) OF THIS SUPPLEMENTARY AGREEMENT:

7. SHARE OF PROFITS :

a. The net profits of the said LLP arrived at after providing for payment of remuneration to the working partners and interest to partners on the loan given by them shall be divided in the following proportions:

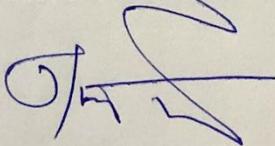
Sl.no.	Name of the Partners	%
1	Mr. MOTTAIYANDI PALANIYANDI	80
2	Mr. PALANIYANDI VIMALATHITHAN	20
	Total	100

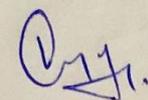
b. The losses of the said LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

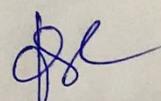
Sl.no.	Name of the Partners	%
1	Mr. MOTTAIYANDI PALANIYANDI	80
2	Mr. PALANIYANDI VIMALATHITHAN	20
	Total	100

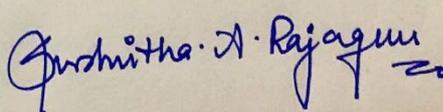
(C) SCHEDULE: 11 TO THE SUPPLEMENTARY LLP AGREEMENT DATED 8TH MARCH 2021 AS AMENDED BY CLAUSE (a) OF THIS SUPPLEMENTARY AGREEMENT:

- a. The party of the First Part and the party of the Second part are the Designated Partners for the time being of the LLP.
- b. Designated Partners shall be jointly and severally liable for the orderly conduct of the affairs of the LLP.

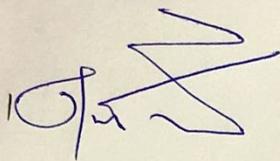
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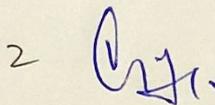
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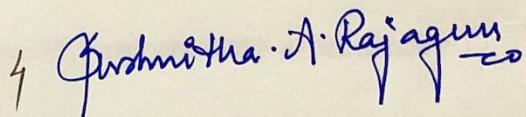
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- c. Designated Partners shall be jointly and severally liable for upkeep and maintenance of books of account, preservation and protection of all the present and future tangible and intangible properties of the LLP.
- d. Designated Partners shall be jointly and severally liable for recording in an accurate manner in accordance with generally accepted accounting principles all transactions of receipts and payments, income and expenditure, assets and liabilities, contracts, rights, benefits and obligations.
- e. Every designated Partner shall be responsible for all act, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act and all applicable laws, rules and regulations as may apply from time to time and shall ensure all legal compliances properly from time to time.
- f. Any change in the Designated Partners is not a change in Partnership Covenants.

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4  Greshmita A. Rajaguru
CO




இந்திய தனிப்பட்ட அடையாள ஆணைய அமைப்பு
Unique Identification Authority of India
Government of India

பதிவேட்டு எண்/ Enrolment No.: 2193/00367/07909

Download Date: 26/07/2018

To
கஷ்மிதா ரா
Sushmitha R
D/O: Rajaguru
2/1014
Thazhampoo Street
Naganakulam
Ma Reserve Lines
Madurai Tamil Nadu - 625014
9442588813

Generation Date: 26/02/2017

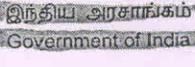
Signature Not Verified



QR Code with Photograph

உங்கள் ஆதார் எண் / Your Aadhaar No. :
8927 5780 8594
VID : 9161 9684 1414 4860

எனது ஆதார், எனது அடையாளம்



கஷ்மிதா ரா
Sushmitha R
பிறந்த நாள்/DOB: 16/05/1984
பெண்/FEMALE

8927 5780 8594
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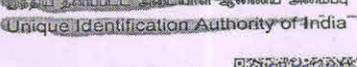

தகவல்

- ஆதார் அடையாளத்திற்கான சான்று, குடியுரிமைக்கு அல்ல.
- அடையாள சான்றை ஆன்லைன் ஆதனடிகேஷன் மூலமாகப் பெறவும்.
- இது எலக்ட்ரானிக் செயல்முறை மூலம் தயாரிக்கப்பட்ட கடிதமாகும்.

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

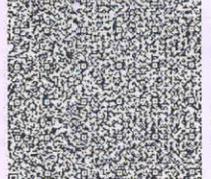
- ஆதார் நாடு முழுவதிலும் செல்லுபடியாகும்.
- வருங்காலத்தில் அரசு மற்றும் அரசு சாரா சேவைகளை பயன்படுத்திக் கொள்ள ஆதார் உதவிகரமாக இருக்கும்.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

முகவரி:
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**NATIONAL GREEN TRIBUNAL,
CHENNAI(SZ)**

O.A. No. 148 of 2022

**REPLY FILED BY 8th & 10th
RESPONDENTS**

**M/s.V.ANANDHAMURTHY
S.KOUSIK
Counsel for Respondents 8 &10**