

[MADRAS CEMENTS LTD]

[RAJAPALAYAM MILLS LTD]

[RAMCO INDUSTRIES LTD]

[SRI VISHNU SHANKAR MILL LTD]

[SUDARSANAM SPINNING MILLS]

-[A DIVISION OF THE RAMARAJU SURGIAL COTTON MILLS LTD]

[SANDHYA SPINNING MILL LTD]

[THANJAVUR SPINNING MILL LTD]

REGISTRATION DEED OF REPRESENTATION

THIS DEED OF REPRESENTATION is made on [04/07/2011]

BY:

1 MADRAS CEMENTS LTD

98A, DR RADHAKRISHNAN SALAI, AURAS CORPORATE CENTRE, MYLAPORE, CHENNAI-600004,TAMILNADU,INDIA

2 RAJAPALAYAM MILLS LTD

PAC RAMASAMY RAJA SALAI, PB NO 1, RAJAPALAYAM -626117,TAMILNADU,INDIA

3 RAMCO INDUSTRIES LTD

98A,DR RADHAKRISHNAN ROAD,AURAS CORPORATE CENTRE, PB NO 2949,MYLAPORE,CHENNAI-600004,TAMILNADU,INDIA

4 SRI VISHNU SHANKAR MILL LTD

PB NO 109, PAC RAMASAMY RAJA SALAI,RAJAPALAIYAM-626117,TAMILNADU INDIA

5 SUDARSANAM SPINNING MILLS-A DIVISION OF THE RAMARAJU SURGIAL COTTON MILLS LTD

PB NO 2 , 118 PAC RAMASAMY RAJA SALAI,RAJAPALAIYAM-626117,TAMILNADU,INDIA

6 SANDHYA SPINNING MILL LTD AND

NO 47, PSK NAGAR,RAJAPALAIYAM-626108, TAMILNADU,INDIA

7 THANJAVUR SPINNING MILL LTD

VALLAM ONE ROAD, THANJAVUR-613005, TAMILNADU, INDIA

THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 In this Deed:

"**Accession Representation**" means a deed issued by the project proponent and an acceding entity, made in respect of an acceding entity joining a project as project proponent and which is prepared using the *VCS Deed of Accession Template*;

"**Accountholder**" means any person holding a VCU account with a VCS Registry;

"**Approved GHG Program**" means a GHG program that has been approved by the VCS Board, through a gap analysis, as a VCS approved GHG program;

"**Partial Release Representation**" means a deed issued by the project proponents and the relevant VCS registry, made in respect of a project proponent leaving a project and which is prepared using the *VCS Deed of Release Template*;

"Project" means "Wind Energy project by Ramco group in India"

"Project Crediting Period" means the time period for which Reductions generated by the project are eligible for issuance as VCUs, the rules with respect to the length of such time period and the renewal of the project crediting period being set out in the *VCS Standard*;

"Project Description" means the document that describes the Project's Reduction activities and that uses either the *VCS Project Description Template* or the project description template specified by the relevant approved GHG program;

"Project Documents" means the documents required to register the project and/or issue VCUs, as set out in VCS document *Registration and Issuance Process*;

"Project Proponent" means the individual or organization that has overall control and responsibility for the Project, or an individual or organization that together with others, each of which is also a Project Proponent, has overall control or responsibility for the Project;

"Reduction" means a reduction or removal of one metric tonne of CO₂ equivalent caused by the activities of a Project during the Project Crediting Period;

"Registration Representor" is each party to this Deed, as set out at the start of this Deed; each Registration Representor being one or more of: (i) a Project Proponent or (ii) any entity to whom the Project Proponent has assigned all of its rights to the Project's Reductions for the entire Project Crediting Period;

"VCSA" means the Verified Carbon Standard Association;

"VCS Project Database" means the central project database that records all projects registered and VCUs issued under the VCS Program, and provides public access to all project and VCU information, including retirement and tracking of the AFOLU pooled buffer account;

"VCS Registry" means a registry operating within the VCS Registry System and holding a current registry approval from the VCSA, which interacts with the VCS Project Database to issue VCUs, and which holds, transfers (to and from other VCS Registries), retires, suspends, cancels and provides custodial services for VCUs on behalf of its Accountholders;

"VCS Registry System" means the system established by the VCS Program, comprised of the VCS Project Database and the VCS Registries, to provide project proponents with the ability to register projects, and issue, transfer, hold and retire VCUs;

"Verified Carbon Unit" (VCU) means a unit issued by, and held in a VCS Registry representing the right of an Accountholder in whose account the unit is recorded to claim the achievement of a Reduction in an amount of one (1) metric tonne of CO₂ equivalent that has been verified by a validation/verification body in accordance with the VCS Rules. Recordation of a VCU in the account of the holder at a VCS Registry is *prima facie* evidence of that holder's entitlement to that VCU;

"VCS Rules" means the rules and requirements set out in the *VCS Program Guide*, *VCS Standard* and the other VCS Program documents, as such rules and requirements may be updated from time to time.

- 1.2 Documents referred to in this Deed but not defined shall be the VCS documents to which the relevant definition relates.

2. REPRESENTATIONS

- 2.1 Each Registration Representor complies with the definition of a "Registration Representor", as set out in Clause 1 of this Deed, in relation to the Project.

- 2.2 Each and every Registration Representor hereby represents and warrants that:

2.2.1 The Project Description and any other Project Documents for which the Registration Representors are collectively responsible and that Registration Representors are supplying to a VCS Registry are true and accurate in all material respects; and

2.2.2 The Registration Representors collectively have the right to all and any Reductions generated by the Project during the Project Crediting Period.

- 2.3 The Registration Representors hereby acknowledge that a VCS Registry shall hold this Deed for the benefit of Accountholders holding VCUs relating to the Project at any given time.

3. ACCESSION AND RELEASE

- 3.1 Each Registration Representor hereby acknowledges and agrees that any person who satisfies the criteria set out in the definition of a "Registration Representor" in Clause 1 of this Deed may accede to this Deed as a Registration Representor and be bound by the terms hereof (including, for the avoidance of doubt, the representations made under Clause 2 (*Representations*) above) by executing an Accession Representation.

- 3.2 Each Registration Representor hereby acknowledges and agrees that any Registration Representor may terminate its participation in the Project and be released from its obligations hereunder by executing a Partial Release Representation, provided that (i) no release of a Registration Representor shall be effective if as a result of such release the Project Proponent will comprise of less than one Registration Representor; and (ii) each respective release shall be on the terms of and subject to conditions of the Partial Release Representation.

4. LIABILITY

Each Registration Representor acknowledges and agrees that the Registration Representors are jointly and severally liable for the representations, warranties and obligations expressed to be assumed by the Registration Representors in this Deed.

5. GOVERNING LAW AND JURISDICTION

This Deed and all non-contractual obligations arising out of or in connection with it are governed by English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

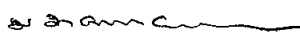
6. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same deed.

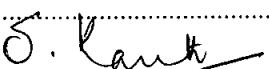
7. DELIVERY

This Deed is delivered on the date written at the start of the Deed.

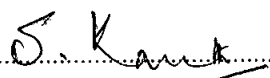
EXECUTED by [MADRAS CEMENTS LTD] as a DEED

.....	Signature of director
..... For MADRAS CEMENTS LTD.,	Name of director
	
A.V. DHARMAKRISHNAN	
EXECUTIVE DIRECTOR - FINANCE	Signature of director/secretary
.....	Name of director/secretary

EXECUTED by [RAJAPALAYAM MILLS LTD] as a DEED

For RAJAPALAYAM MILLS LTD.,	
.....	Signature of director
	
(S. Kanthimathinathan)	Name of director
PRESIDENT	
.....	Signature of director/secretary
.....	Name of director/secretary

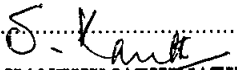
EXECUTED by [RAMCO INDUSTRIES LTD] as a DEED

For RAMCO INDUSTRIES LIMITED	
	Signature of director
(S. KANTHIMATHINATHAN)	Name of director
Authorised Signatory.	
.....	Signature of director/secretary
.....	Name of director/secretary

EXECUTED by [SRI VISHNU SHANKAR MILL LTD] as a DEED

.....For SRI VISHNU SHANKAR MILL LTD.....

Signature of director

..........

Name of director

(S. KANTHIMATHINATHAN)
President.

.....

Signature of director/secretary

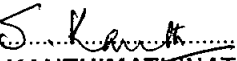
.....

Name of director/secretary

EXECUTED by [SUDARSANAM SPINNING MILLS-A DIVISION OF THE RAMARAJU SURGICAL COTTON MILLS LTD] as a DEED

For SUDARSANAM SPINNING MILLS
..(A Divn. of The Ramaraju Surgical Cotton Mills Ltd.)..

Signature of director

..........

Name of director

(S. KANTHIMATHINATHAN)
Director.

.....

Signature of director/secretary

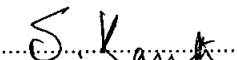
.....

Name of director/secretary

EXECUTED by [SANDHYA SPINNING MILL LTD] as a DEED

For SANDHYA SPINNING MILL LTD.

Signature of director

..........

Name of director

(S. KANTHIMATHINATHAN)
DIRECTOR

.....

Signature of director/secretary

.....

Name of director/secretary

EXECUTED by [THANJAVUR SPINNING MILL LTD] as a DEED

For THANJAVUR SPINNING MILL LIMITED,

.....
.....
.....

Signature of director

Name of director

(S.KANTHIMATHINATHAN)
President.

.....
.....

Signature of director/secretary

Name of director/secretary