

**Ref: NCL/CS/2021-22/22**
**Date: August 06, 2021**

To,  
 The Manager  
 Listing Department  
 National Stock Exchange of India Limited,  
 Exchange Plaza, Plot No. C-1, G – Block,  
 Bandra Kurla Complex, Bandra (East)  
 Mumbai – 400051  
**Script Code: NAVKARCORP**

Dear Sirs,

**Subject : To clarify amendment in Memorandum of Association of the listed entity in brief-Disclosure under Regulation 30 of the SEBI (LODR) Regulations, 2015.**

This is in reference to the email received from National Stock Exchange of India Limited dated August 05, 2021, on the captioned subject, seeking clarification on amendment in the Memorandum of Association (“MOA”) and Articles of Association (“AOA”) in brief, we would like to draw your attention that Board of Directors at its meeting held on August 05, 2021, approved, alteration in Object Clause in the MOA and Removal of Common seal clause from AOA of the Company, subject to approval of the shareholders at the forthcoming Annual General Meeting:

Brief amendment in MOA and AOA of the Company, subject to approval of the shareholders at the ensuing Annual General Meeting scheduled to be held on Wednesday, September 15, 2021, is as follows:

1) Amendment of MOA

Insertion of following clause after the existing clause III (A) 1 of the MOA.

2. *“To carry on the business of industrial logistics parks, industrial park(s), multi modal logistics park(s), and such other related or similar logistic facilities in India or abroad and for that purpose, to enter into transactions to buy, develop, acquire, purchase, lease, cut to size handover or deal in any other form and types of assets including lands, buildings, properties and to develop, construct, build, alter, acquire, source convert, improve, design, erect, establish, equip, provide, participate, file bids, and participate in auctions, reconstruct, renovate, remodel, rebuild, undertake, contribute, assist etc., and to act or provide services relating to logistics business management, multimodal logistics operator, storage, transportation and such other related or similar logistics support”*

2) Amendment of following clauses of AOA with respect to removal of common seal clause:

Sr. No.	Existing Clause	Amended Clause
1.	Seal” - means the Common Seal for the time being of the seal Company.	To be Deleted
2.	23 (a) Every member shall be entitled, without payment, to receive one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of Its shares as the case may be. Every share certificate shall be under the Seal of the Company and shall specify the number and the distinctive number(s) of the shares In respect of which it was issued and the amount paid up thereon and shall be in such form as the directors may prescribe. Such certificate shall be Issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in case of issues against letters of acceptance or of renunciation or in case of issue of bonus shares. PROVIDED THAT if the letter of allotment is lost or destroyed the Board may impose such reasonable terms, if any, as it thinks fit, as to evidence and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence. The certificate shall be signed in conformity with the provisions of the Companies (Share Capital and	Every member shall be entitled, without payment, to receive one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of Its shares as the case may be. Every share certificate shall specify the number and the distinctive number(s) of the shares in respect of which it was issued and the amount paid up thereon and shall be in such form as the directors may prescribe. Such certificate shall be Issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in case of issues against letters of acceptance or of renunciation or in case of issue of bonus shares. PROVIDED THAT if the letter of allotment is lost or destroyed the Board may impose such reasonable terms, if any, as it thinks fit, as to evidence and

Regd. Office: 205, 2nd Floor, J.K. Chambers, Sector-17, Vashi, Navi Mumbai-400 703

Corporate Office: 13th Floor, Goodwill Infinity, Plot No.E/3A, Sector-12, Near Utsav Chowk, Kharghar, Navi Mumbai-410210  
 ● Tel.: 022 3800 6500 ● Fax.: 022 3800 6509 ● www.navkarcs.com ● CIN: L63000MH2008PLC187146

Admin Office : Survey No.89/93/95/97, at Somathane Village, Kon-Savla Road, Taluka-Panvel, Dist. Raigad, Maharashtra-410206, India  
 ● T.+91-2143-662525 (100 lines) ● +91-2143-262028-32 ● F.+91-2143-262042 ● +91-2143-262011 ● E. admin@navkarcs.com

	<p>Debenture) Rules, 2014 or any statutory modification or re-enactment thereof for the time being In force. Printing of blank forms to be used for issue of Share Certificates and maintenance of books and documents relating to issue of Share Certificates shall be In accordance with the provisions of aforesaid rules. Such certificates of title to shares shall be completed and kept ready for delivery within such time frame as may be prescribed In this regard after the allotment.</p>	<p>indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence. The certificate shall be signed in conformity with the provisions of the Companies (Share Capital and Debenture) Rules, 2014 or any statutory modification or re-enactment thereof for the time being In force. Printing of blank forms to be used for issue of Share Certificates and maintenance of books and documents relating to issue of Share Certificates shall be in accordance with the provisions of aforesaid rules. Such certificates of title to shares shall be completed and kept ready for delivery within such time frame as may be prescribed in this regard after the allotment.</p>
3.	<p>179 (21) At any time and from time to time by Power of Attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the 'Board under these presents and excluding the power to make calls and excluding also except in their limits authorized by the Board the power to make loans and borrow monies) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointments may (if the Board thinks fit) be made in favour of the members or any of the members of. any local board established as aforesaid or in favour of any company, or the shareholders, Directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegated attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them;</p>	<p>179 (21) At any time and from time to time by Power of Attorney, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the 'Board under these presents and excluding the power to make calls and excluding also except in their limits authorized by the Board the power to make loans and borrow monies) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointments may (if the Board thinks fit) be made in favour of the members or any of the members of. any local board established as aforesaid or in favour of any company, or the shareholders, Directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegated attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them;</p>
4.	<p><b>The Seal, its custody and use</b></p> <p>188. (1) The Board of Directors shall provide a Common Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, under such regulations as the Board may prescribe.</p> <p>(2) the Seal shall not be affixed to any instrument except by the authority of the Board of Directors or a Committee of the Board previously given and in the presence of any two officials of the Company or such other person, the Board may appoint in that behalf who shall sign every instrument to which the Seal is affixed. Provided that the certificates of shares or debentures shall be sealed in the manner and in conformity with the provisions of the Companies (Share Capital and Debenture) Rules, 2014, and their statutory modifications for the time being in force.</p>	<p>To be deleted</p>
5.	<p>Existing clauses from Article 189 to Article 221 be renumbered as Article 188 to Article 220 respectively.</p>	

Please acknowledge and take the above on record

Thanking you,  
Yours Faithfully

**For Navkar Corporation Limited**



**Deepa Gehani**  
Company Secretary & Compliance Officer



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