भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

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ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

Date : 07-03-2008 Serial No : 7,931 Denomination : 100

Purchased By :
B.V. SATYANARAYAN
S/O VISWANATHA RAO
HYD

For Whom :
HITECH IRON FOUNDRY (P) LTD.
HYD

Sub Registrar
Ex.Officio Stamp Vendor
G.S.O., C&IG Office,Hyd

FORM C2-A

(SUPPLEMENTAL AGREEMENT OF HYPOTHECATION OF GOODS AND ASSETS FOR INCREASE IN THE OVERALL LIMIT)

Memorandum of Agreement made on the 07th day of March two thousand Eight and between

For Hitech Iron Foundry

Managing Director

H.O. 1328

# FORM C.2-A

## (SUPPLEMENTAL AGREEMENT OF HYPOTHECATION OF GOODS AND ASSETS FOR INCREASE IN THE OVERALL LIMIT)

(Not to be attested)
(To be stamped as an Agreement)

MEMORANDUM OF AGREEMENT made on the 07th day of MARCH Two thousand and Eight Between

Shri/ Smt./Kum.
son of/wife of/daughter of
at present carrying on the business at **
as sole proprietor / proprietress under the firm name and style of Messrs ***
(hereinafter referred to as "the Borrower" which expression shall unless repugnant to the context or meaning thereof be deemed to include him/her and his/her heirs, exececulors, administrators, legal representatives, successors and permitted assigns) of the One part.

* Please insert the name of the Borrower
**Please insert the full address of the place of business
***Please insert the name of the firm

OR

Shri/Smt./Kum.*

son of/wife of/daughter of

Shri/Smt./Kum.*

son of/wife of/daughter of

Shri/Smt./Kum.*

son of/wife of/daughter of

Shri/Smt./Kum.*

son of/wife of/daughter of*

at present carrying on the business at**

in partnership under the firm name and style of Messrs***
(hereinafter referred on as "the Borrower" which expression shall unless repugnanat to the context or meaning, thereof be deemed to include them and the survivors or survivor of them or the partners or partner for the time being thereof and his/her/their respective heirs, executors, administrators, legal representatives, successors and permitted assigns of the One Part.

**Please insert the full address of the place of business
*** Please insert the name of the firm.

For Hitech Iron Foundry Pvt. Ltd.,

Managing Director

OR

Shri* son of

for self and as the Karta of his joint family carrying on the business at**

as joint family business under the firm name and style of ***

*Please insert the name of the Borrower

(hereinafter referred to as "the Borrower" which expresson shall unless repugnant to th context or meaning, thereof be deemed to include him and all the co-parceners c co-parcener of the joint family of the Borrower and the surv..ors or survivor of them and his/her/their respective heirs, executors, administrators, legal representatives, successor and permitted assigns) of the One Part.

OR

* a society/associatio registered under the Societies Registration Act/Co-opertative Societies Act, and havin its registered office at**

(hereinafter referred to as"the Borrower" which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and permitted assigns of the One Part.

OR

* M/s HITECH IRON FOUNDRY PVT Limited, a compan within the meaning of the Companies Act, 1956, and having its registered office at** A-8, IDA, NACHARAM, HYDERABAD

*Please insert the name of the Borrower

(hereinafter referred to as "the Borrower" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns of the One Part.

**Please insert the full address of the place of business

And STATE BANK OF HYDERABAD, a Corporation constituted under State Bank of India (Subsidiary Banks) Act No. 38 of 1959 and having its Head Office at Gunfoundry Hyderabad.

*Please insert the full address of theHead Office

and branch at** BAGHLINGAMPALLY, HYDERABAD (hereinafter referred to as "the Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

**Please insert the full address of the Branch

WHEREAS by an Agreement of Hypothecation dated 15th day of APRIL 2006 @ as modified and/or extended by Supplemental Agreements dated 07th day of July 2007 (hereinafter referred to as the "said Agreements") the Borrower in consideration of the Bank having granted and / or agreed to grant all or some or any of the facilities either in Indian or foreign currencies to the Borrower by way of overdrafts cash credits, term loans, pre-shipment and post-shipment credits, opening of letters of credits, issuing of guarantees including deferred payment guarantees and indemnities, negotiations and discounting of demand and / or usance bills and cheques inland as well as foreign and such other facilities as may be agreed upon from time to time between the Bank and the Borrower for sums not exceeding in the aggregate at any one time the sum of Rs. 1,00,00,000/- (Rupees One Crore only)

@ To be deleted if not necessary

For Hitech Iron Foundry Pvt. Ltd.

Managing Director

(hereinafter referred to as the aforesaid credit facilities hypotheated in favour of the Bank all present and future goods, book-debits and other movable assets referred to in the said Agreements) as "the said goods and assets" of the Borrower on the terms and conditions contained in the said Agreements as modified as aforesaid.

AND WHEREAS at the request of the Borrower the Bank has agreed to increase the aggregate sum limit of the aforesaid credit facilities from Rs. 1,00,00,000 to Rs. 1,60,00,000/– upon the Borrower agreeing to extent the hypothecation charge created in favour of the Bank over the said goods and assets to cover the increased limit of Rs. 1,60,00,000/–

For Hitech Iron Foundry Pvt. Ltd.

Managing Director

Now this Agreement witnesseth and it is hereby agreed by and between the parties as follows:

1. This Agreement is and shall be supplemental to the agreements and documents recited hereinabove.

2. Save and except as hereby expressly provided, nothing herein contained shall or shall be deemed to limited or prejudicially affect the rights and benefits created in favour of the Bank by and under the said Agreement(s).

3. Subject to clause 4 hereto the Bank shall increase the aggregate sum limit in respect of the facilities agreed to be granted and / or continued by the Bank to the Borrower from Rs. 1,00,00,000/– To Rs. 1,60,00,000/–

4. The Bank shall have an absolute discretion to determine the amount, within the aforesaid credit facilities, it will advance or grant and / or allow to be outstanding from time to time in respective account or accounts opened by the Bank and the Bank shall be at liberty to refuse to allow further drawings or advances thereon at any time without any previous notice to the Borrower and without assigning any reasons and / or demand payment of the balance outstanding.

5. The Borrower hereby agrees and declares that the said goods and assets hypothecated and charged in favour of the Bank by and under the said Agreement (s) shall be and stand charged in favour of the Bank as a continuing security by way of First Charge for the due repayment on demand to the Bank of all monies including the principal sums, interest, cost, charges, expenses and other monies payable by the Borrower from time to time and for the time being to the Bank in respect of or in any wise concerning the aforesaid credit facilities agreed to be granted and / or continued by the Bank to the Borrower up to the increased limit of Rs. 1,60,00,000 on the terms and conditions contained in the said Agreement(s) and that all the convenants, terms and conditions to be observed and performed by the Borrower and all the rights and remedies conferred on the Bank by and under the said Agreement(s) shall apply and extend to the aforesaid credit facilities agreed to be granted and/ or continued by the Bank upto the increased limit of Rs. 1,60,00,000 as if all the said terms and conditions and convenants and the said rights and remedies were incorporated herein.

6. The Borrower agrees and declares that save and except as modified by this Agreement, all the respective clauses convenants conditions and stipulations contained in the said Agreement(s) shall in all other respects remain in full force and binding on the Borrower in respect of the aforesaid credit facilities agreed to be granted and/or continued up to the increased limit of Rs.

For Hitech Iron Foundry Pvt. Ltd.,

Managing Director

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.

Signed Sealed and Delivered by

Shri/Smt./Kum.

for and on behalf of
Messrs

as proprietor/proprietress

For and on behalf of

Messrs

Proprietor/Proprietress

OR

Signed Sealed and Delivered by

Shri/Smt./Kum.

Shri/Smt./Kum.

Shri/Smt./Kum.

Shri/Smt./Kum.

for and on behalf of

Messrs

as partners

For and on behalf of
Messrs

1.

2.

3.

4.

OR

Partners

Signed Sealed and Delivered by

Shri

for and of behalf of

Messrs

as Karta of his joint family

For and on behalf of
Messrs

Karta

For Hitech Iron Foundry Pvt. Ltd.

Managing Director

For Hitech Iron ... Pvt. Ltd.

Managing Director

THE COMMON SEAL* OF THE ABOVE NAMED

was hereunto
affixed in pursuance of a resolution
of the Committee of Management of the
said Society passed on the

day of 20

and these presents have signed
by (1)

and

(2)
Members of the said Committee and the
Secretary thereof in the presence of

MEMBERS OF THE
MANAGING COMMITTEE
Secretary

OR

THE COMMON SEAL*
was hereunto affixed pursuant to a resolution of
the Board of Directors of the said Company
passed in that behalf on the 07th day of March
2008 in the presence of SRI VIRENDRA GOEL

T. R. GOEL, MANAGING DIRECTOR

SIGNED by

(Name) T. SRINIVASAMURTHY
(Designation) BRANCH MANAGER

of the

(Department)

For and on behalf of
State Bank of Hyderabad.

of the Bank and as such one of the authorised
officers of the said Bank for and on behalf of
the Bank

(Designation)
(Authorised Officer)

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*The Common Seal of the Company or teh Society must be affixed in accordance with the Articles of Association of the Company or by the Bye-laws of the Society.

For Bitech Ire...
Managing Director