



தமிழ்நாடு தமில்நாடு TAMILNADU

19 DEC 2019

BV 880756

K. DHINESH BABU

STAMP VENDOR

License No: 23/CH (S) 2010 dt. 28.02.2011

Sholinganallur, Chennai-600 119.

Cell: 9841417992

**SUPPLEMENTAL DEED OF HYPOTHECATION
(WCF)**

THIS SUPPLEMENTAL DEED OF HYPOTHECATION (this "Supplemental DOH", which expression shall include the Schedule(s) hereof and all amendments made thereto from time to time) executed at the place, on the day, month and year set out in *Schedule I* hereof by the person(s) named in *Schedule I* hereof (the "Borrower")

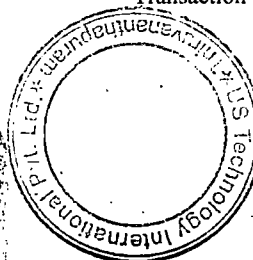
in favour of

ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its Registered Office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra-Kurla Complex, Bandra (East), Mumbai- 400 051, and among others, a branch / office at the place specified in *Schedule I* hereof (the "Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

WHEREAS:

1. By a master facility agreement (the "Facility Agreement", which expression shall include all amendments made thereto from time to time) made on the day, month and year set out in *Schedule I* hereof between the Borrower and the Bank, the Bank has, at the request of the Borrower, agreed to grant / extend to the Borrower and the Borrower has agreed to avail from the Bank, on the terms and conditions contained in the Facility Agreement certain secured working capital facilities upto the overall limits in the aggregate not exceeding amounts specified in *Schedule I* thereof (the "Secured Facilities", which expression shall, as the context may permit or require, mean any or each of such Secured Facilities), on the terms and conditions contained in the Facility Agreement.

2. One of the conditions of the Facility Agreement is that the Secured Facilities together with all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, whatsoever stipulated in or payable by the Borrower under the Facility Agreement and/or the other Transaction Documents shall be secured, inter alia, by a



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charge on various assets of the Borrower, in a form and manner satisfactory to the Bank.

3. Pursuant to the terms of the Facility Agreement the Borrower has created charge in favour of the Bank over the Assets, more particularly described in the deed of hypothecation executed by the Borrower on the day, month and year set out in **Schedule I** hereof (the "Principal DOH", which expression shall include all amendments / supplements made thereto from time to time), as security for repayment / payment of the Secured Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or other Transaction Documents.

4. Subsequent to the execution of the Principal DOH, the Bank has, at the request of the Borrower, agreed to enhance the Secured Facilities / extend further secured working capital facilities upto the overall limits in the aggregate not exceeding amounts specified in **Schedule I** hereof (the "Enhanced Secured Facilities", which expression shall, as the context may permit or require, mean any or each of such Enhanced Facilities), on the terms and conditions contained in the Supplemental and Amendatory Agreement dated the day, month and year set out in **Schedule I** hereof (the "Supplemental Agreement").

The Borrower is required to execute a Supplemental Deed of Hypothecation in favour of the Bank so as to provide that the security created under the Principal DOH as aforesaid shall also secure the Enhanced Secured Facilities and all monies in respect thereof,

5. The Bank has called upon the Borrower to execute these presents, which the Borrower has agreed to do in the manner hereinafter expressed.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT :

1. In pursuance of the Facility Agreement and in consideration of the Bank having granted / extended and/or agreed to grant / extend the Enhanced Secured Facilities to the Borrower on the terms and subject to the conditions set out in the Supplemental Agreement and in consideration of the premises, the Borrower hereby agrees, confirms and undertakes that the Borrower shall repay / pay the Enhanced Secured Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or the other Transaction Documents and shall duly observe and perform all the terms and conditions of the Facility Agreement, the Supplemental Agreement and the other Transaction Documents.

2. In pursuance of the Facility Agreement, the Supplemental Agreement and the Principal DOH and in

consideration of the Bank having granted and/or agreed to grant / extend the Enhanced Secured Facilities to the Borrower on the terms and subject to the conditions set out in the Facility Agreement and the Supplemental Agreement and the other Transaction Documents and for the consideration aforesaid, the Assets are hereby hypothecated as and by way of charge, with such ranking as is more particularly specified in **Schedule I** hereof, as security for and be charged with the repayment / payment of the Enhanced Secured Facilities, all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, whatsoever stipulated in or payable by the Borrower under the Facility Agreement, these presents, the Supplemental Agreement and/or the other Transaction Documents.

3. In pursuance of the Facility Agreement, the Supplemental Agreement and the Principal DOH and in consideration of the Bank having granted / extended and/or agreed to grant / extend the Secured Facilities and the Enhanced Secured Facilities to the Borrower on the terms and subject to the conditions set out in the Facility Agreement, the Supplemental Agreement and the other Transaction Documents and in consideration of the premises, the Borrower hereby confirms and declares that the Additional Assets are hereby hypothecated as and by way of charge, with such ranking as is more particularly specified in **Schedule I** hereof, as additional security for and be charged with the repayment / payment of the Secured Facilities and the Enhanced Secured Facilities, all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, whatsoever stipulated in or payable by the Borrower under the Facility Agreement, these presents, the Supplemental Agreement and/or the other Transaction Documents.

4. For the consideration aforesaid, the Borrower hereby further agrees, confirms and declares that :

- (i) all the powers, provisions, agreements, declarations and covenants contained in or implied by the Principal DOH, including but not limited to the power of sale, power to appoint receiver and power of entry, shall be applied and be applicable to this security as fully and effectually as if all the said powers, provisions, provisos, agreements, declarations and covenants had been herein set out in extenso and specifically made applicable hereto;
- (ii) the Principal DOH shall remain in full force and effect and shall be read in conjunction with this Supplemental DOH and shall be enforceable as if the provisions of these presents were incorporated therein by way of addition;
- (iii) all Schedules hereof shall form an integral part of this Supplemental DOH;
- (iv) any provision of this Supplemental DOH which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability but that shall not



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invalidate the remaining provisions of this Supplemental DOH or affect such provision in any other jurisdiction.

SCHEDULE I ABOVE REFERRED TO

1A. DETAILS OF PLACE AND DATE OF EXECUTION OF THIS SUPPLEMENTAL DOH

At :Chennai in the State of Tamil Nadu

Date: The 23rd day of December, Two Thousand and Nineteen

1B. DATE OF THE FACILITY AGREEMENT

The 08th day of July, Two Thousand and Ten.

1C.DATE OF THE SUPPLEMENTAL AGREEMENT

The 23rd day of December Two Thousand and Nineteen

1D. AMOUNT OF THE ENHANCED SECURED FACILITIES

In the aggregate not exceeding Rs 2000.0 million

1E. DATE OF THE PRINCIPAL DOH

The 08th day of July, Two Thousand and Ten.

1F. THE BANK'S BRANCH / OFFICE ADDRESS

ICICI Bank Limited
No.1 Cenotaph Road,
Teynampet,
Chennai- 600 018.

2. DETAILS OF THE BORROWER

US Technology International Private Limited, a company within the meaning of the Companies Act, 2013, and having its Registered Office at #721, Nila, Technopark, Trivandrum – 695 581

3. A DEFINITIONS AND CONSTRUCTION

In these presents, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings:

"Current Assets" shall have the meaning ascribed to it in Schedule II hereof.

"Equipment" shall have the meaning ascribed to it in Schedule II hereof.

"Moveable Properties" shall have the meaning ascribed to it in Schedule II hereof.

"Receivables" shall have the meaning ascribed to in Schedule II hereof.

All capitalised terms used but not defined herein shall have the respective meanings ascribed to them under the Principal DOH and Facility Agreement.

Clause 1.2 of the Facility Agreement shall apply mutatis mutandis to these presents as if expressly set out in full herein with each reference to the Facility Agreement being deemed to be a reference to this Supplemental DOH.

3B. RANKING OF CHARGES

(i) The Current Assets have been hereby hypothecated as and by way of first charge and shall rank pari passu with the charge created / to be created in favour of other participating banks

(ii) The Moveable Properties have been hereby hypothecated as and by way of first charge and shall rank pari passu with the charge created / to be created in favour of other participating banks

(iii) The Equipment have been hereby hypothecated as and by way of first charge and shall rank pari passu with the charge created / to be created in favour of other participating banks.

(iv) The Receivables have been hereby hypothecated as and by way of first charge and shall rank pari passu with the charge created / to be created in favour of other participating banks

3C. Notwithstanding anything contained in this Supplemental DOH, the Borrower shall be entitled at all times to sell or dispose of the Current Assets in the ordinary course of business (subject to deposit of sale proceeds thereof in the Account) and avail further draws from the Account for the purpose of acquiring further Current Assets, subject to the Borrower complying with the terms and conditions of the Facility Agreement.

SCHEDULE II ABOVE REFERRED TO (Description of the Additional Assets)

(1) The whole of the Borrower's stocks of raw materials, goods-in-process, semi-finished and finished goods, consumable stores and spares and such other movables, including book debts, bills, whether documentary or clean, , both present and future, whether in the possession or under the control of the Borrower or not, whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about all the Borrower's factories, premises and godowns situate at Trivandrum, Kochi, Chennai, Bangalore, Hyderabad and Noida or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or delivery (the "Current Assets", which expression shall, as



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the context may permit or require, mean any or each of such Current Assets).

(2) The whole of the Borrower's moveable properties (save and except current assets) including its movable plant and machinery, machinery spares, tools and accessories, non-trade receivables and other movables, both present and future, whether in the possession or under the control of the Borrower or not, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about all the Borrower's factories, premises and godowns situated at Trivandrum, Kochi, Chennai, Bangalore, Hyderabad and Noida or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or delivery (the "Moveable Properties", which expression shall, as the context may permit or require, mean any or each of such Moveable Properties).

(3) The whole of equipment(s) of the Borrower including its spares, tools and accessories, software, whether installed or not and whether in the possession or under the control of the Borrower or not, whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about the Borrower's factories, premises and godowns situated at Trivandrum, Kochi, Chennai, Bangalore, Hyderabad and Noida, or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or delivery (the "Equipment", which expression shall, as the context may permit or require, mean any or each of such Equipment).

(4) All amounts owing to, and received and/or receivable by, the Borrower and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from / in connection with Business and all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in, to or in respect of all the aforesaid assets, including but not limited to the Borrower's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of such Receivables).

IN WITNESS WHEREOF the Borrower has caused these presents to be executed on the day, month and year hereinabove written in the manner hereinafter appearing.

The Common Seal of US Technology International Private Limited, has, pursuant to the Resolution of its Board of Directors passed in that behalf on the 13th day of November, 2019, hereunto been affixed in the presence of Mr. Nagarajan Padmanabhan, Company Secretary who has countersigned the same in token thereof.

For US Technology International Pvt. Ltd.

Nagarajan

Company Secretary

For US Technology International Pvt. Ltd.

Nagarajan
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