

CFD 10

SUPPLEMENTAL GUARANTEE AGREEMENT
(For grant of additional limit or enhancement of limits guaranteed)

THIS SUPPLEMENTAL GUARANTEE AGREEMENT MADE AT _____ ON _____

BETWEEN

M/s. Manipal Technologies Limited (CIN: U22219KA2000PLC026222), a company within the meaning of the Companies Act, 1956 and having its registered office at Udayavani Building, Press Corner, Manipal, Udupi District, Karnataka State, India PIN:576 104.

(hereinafter referred to as "**the Guarantors**") which expression shall unless repugnant to the context or meaning thereof be deemed to include in so far as the company is concerned its successors and permitted assigns and in so far as the others are concerned their respective heirs, executors, administrator and legal representatives)

AND

CSB Bank Limited, a Banking Company incorporated under the Companies Act 1956 having its Registered Office at Thrissur in Thrissur District, Kerala State and a Branch among other places at _____.

(hereinafter unless otherwise specifically designated referred to as the "**Bank**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS

1. The Bank had granted to M/s. Manipal Business Solutions Private Limited (CIN: U72200KA2009PTC050532) (hereinafter referred to as **the Borrower**) the following credit facilities inter alia upon the terms and conditions contained in the hypothecation cum working capital agreement dated 21.08.2020 (hereinafter referred to as the "**Principal Agreement**") executed by the Borrower and in consideration thereof the Guarantor(s) had executed Guarantee Agreement on 24.08.2020 (herein after referred to as **the Principal Guarantee Agreement**) in favour of the Bank guaranteeing repayment of the said Credit Facilities namely.

Sl. No	Nature of facility (ies)	Limit(s)
1	cash credit Limit	Rs.15,00,00,000/-(Rupees Fifteen Crore only)
1 (a)	Bank Guarantee Sub limit to the above cash credit	Rs. 2,50,00,000/-(Rupees Two crore and fifty lakhs only)

2. At the request of the Borrower and the Guarantor(s) the Bank had granted to the Borrower enhancement of the credit facilities/additional credit facilities as detailed hereunder upon terms and conditions contained in the Supplemental Hypothecation cum Working Capital Agreement dated

For MANIPAL TECHNOLOGIES LIMITED
For M/s. Manipal Technologies Limited

For CSB Bank Limited

Authorized Signatory
AUTHORISED SIGNATORY

Authorized Signatory

03.01.2023 executed by the Borrower (hereinafter referred to as the 1st Supplemental Agreement) and in consideration thereof the Guarantor had executed Supplemental Guarantee Agreement dated 03.01.2023 (hereinafter referred to as the 1st Supplemental Guarantee Agreement) guaranteeing repayment of the said Credit Facilities to the Bank.

Nature of facility(ies)	Original/Existing Limits	Enhancement/ additional Limits granted	Total Limit
cash credit Limit	Rs.15,00,00,000/-	Rs.5,00,00,000/-	Rs.20,00,00,000/-
Bank Guarantee Sub limit to the above cash credit	Rs.2,50,00,000/-	-	Rs.2,50,00,000/-
Grand Total	Rs.15,00,00,000/-	Rs.5,00,00,000/-	Rs.20,00,00,000/-

4 At the request of the Borrower and Guarantors the Bank has agreed to grant enhancement of the existing Credit facilities/additional credit facilities from the aggregate limit of cash credit of Rs.20.00 Crore, Bank Guarantee-PBG/FBG (Sub limit of CC limit) of Rs.2.50 Crore and fresh credit facility Bank Guarantee-Performance of Rs.3.50 Crore as detailed hereunder on the terms and conditions contained in the Supplemental Hypothecation cum Working Capital Agreement dated _____ executed between the Borrower and the Bank (herein after referred to as the said **Supplemental Agreement**).

Nature of facility(ies)	Original/Existing Limits	Enhancement/ additional Limits now granted	Total Limit
cash credit Limit	Rs.15,00,00,000/-	Rs.5,00,00,000/-	Rs.20,00,00,000/-
Bank Guarantee Sub limit to the above cash credit	Rs.2,50,00,000/-	-	Rs.2,50,00,000/-
Bank Guarantee-Performance	-	Rs. 3,50,00,000/-	Rs. 3,50,00,000/-

In consideration of the above, the Guarantor(s) hereby agree and declare as follows:

(i) This Agreement is and shall be supplemental to the Principal Guarantee Agreement/ Principal Guarantee Agreement and 1st Supplemental Guarantee Agreement/ Principal Guarantee Agreement, 1st Supplemental Guarantee Agreement and 2nd Supplemental Guarantee Agreement and the liability of the Guarantor(s) under the Principal Guarantee Agreement/ and Supplemental Guarantee Agreement(s) shall stand extended to cover repayment by Borrower of amount due under the enhanced credit facilities aggregating to of cash credit of Rs.20.00 Crore, Bank Guarantee-PBG/FBG (Sub limit of CC limit) of Rs.2.50 Crore and fresh credit facility Bank Guarantee-Performance of Rs.3.50 Crore with interest, penal charges, cost and expenses and all other monies payable there under by the Borrower to the Bank.

(ii) The Guarantor(s) hereby guarantee repayment of all moneys at any time payable by the Borrower to the Bank in respect of the Credit facilities made to the Borrower or repayment on demand of all moneys at any time payable by the Borrower to the Bank in respect of the Credit facilities granted to the Borrower as enhanced above with interest, penal charges, cost and charges and the due performance and observance by the Borrower of the other terms and conditions pertaining to the Credit facilities contained in the aforesaid Supplemental Agreement dated _____ and the Hypothecation cum Working Capital Agreement/1st/2nd Supplemental agreements dated _____, _____ & _____ executed by the Borrower and to make good to the Bank on demand all losses, costs, damages

For M/s. Manipal Technologies Limited

For CSB Bank Limited

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and expenses occasioned to the Bank by reason of non-payment of the said moneys, costs and expenses or any part thereof or the breach, non-performance or non-observance by the Borrower of any of the terms of the said Principal/Supplemental Agreements.

(iii) The Guarantor(s) agrees and declares that save and in so far as modified by this agreement all the respective covenants, obligations, liabilities, undertakings, terms and conditions and other stipulations contained in the Principal Guarantee Agreement/ Principal Guarantee Agreement and 1st Supplemental Guarantee Agreement/ Principal Guarantee Agreement, 1st Supplemental Guarantee Agreement and 2rd Supplemental Guarantee Agreement shall remain in full force and effect and binding on the Guarantor(s) as if the same had been incorporated herein and agreed to by the Guarantor(s).

IN WITNESS WHERE OF the Guarantors above named have executed these presents the day and year first herein above written.

Signed Sealed and Delivered by

For M/s. Manipal Technologies Limited
FOR MANIPAL TECHNOLOGIES LIMITED

Authorized Signatory

AUTHORISED SIGNATORY

For CSB Bank Limited

Authorized Signatory