

**FORM NO.SEC/L/RoC-2/1**

**FOR MODIFICATION OF CHARGE**

[After mortgage]

**THE COMPANIES ACT, 1956**

Registration Number : FORM NO.13  
Registration of Charge

Nominal Capital : \_\_\_\_\_

Particulars of Charge(s) created by a Company registered in India subject to which property has been acquired by company

Name of Company : M/s \_\_\_\_\_

Presented by : \_\_\_\_\_

Particulars of Charge(s) created subject to which property has been acquired

M/s \_\_\_\_\_ Limited/Private Ltd company registered in India.

**PARTICULARS OF CHARGES UNDER SECTION 125**

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1. Date and description of the instrument creating charge : \_\_\_\_\_DD/\_\_\_\_\_/MM\_\_\_\_\_/YY  
Deed of Hypothecation [copy enclosed]
  2. Amount secured by the Charge/amount owing to security of the charge : The loan of Rs.\_\_\_\_\_ lakhs (Rupees \_\_\_\_\_ lakhs only) granted by IREDA.
  3. Short particulars of the property charged : The whole of the movable properties of the Company pertaining to \_\_\_\_\_  
\_\_\_\_\_ and elsewhere including its movable plant and machinery, machinery spares, tools, accessories and other movables, both present and future 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 the security be brought into or upon or be stored or be in or about the company's Factory premises, buildings and godowns or wherever else the same may be or be held by any party to the order or disposition of the company or in the course of transit or on high seas or on order or delivery, howsoever and wheresoever in the possession of the company and either by way of substitution or addition and

ii. exclusive First Charge on all the Receivables of Power \_\_\_\_\_  
\_\_\_\_\_.

4. Gist of the terms and conditions and extent and operation of the Charges :

a) The charge operates as security, inter alia, for the due repayments by the company to IREDA of its Term Loan of Rs. \_\_\_\_\_ lakhs together with interest, additional interest, liquidated damages, premia on prepayment or on redemption, costs, charges, expenses and all other moneys payable by the company to IREDA, in terms of the said Loan Agreement dated \_\_\_\_DD\_\_MM\_\_YY.

b) The company has undertaken to keep the goods hypothecated in marketable and good condition at its own costs and to insure the same in the joint names of the company and IREDA.

c) All the goods hypothecated and all the realisations and insurance proceeds thereof and all documents in respect of the said security and to be kept distinguishable and held as the exclusive property of IREDA.

d) The security created under the said Deed of Hypothecation is to be a continuing security.

5. Names, address and description of the persons entitled to the charge : INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LIMITED  
Core 4A, East Court, I Floor  
India Habitat Centre, Lodi Road  
New Delhi 110 003
- Particulars regarding creation of charge in case of series of debentures under section 128/129 : N.A
6. Date and amount of each series of debentures : \_\_\_\_\_Date \_\_\_\_\_Amount
7. Date and amount of the present issue of Series :
8. Dates of Resolution authorising the issue of the Series :
9. Date of covering deed (if any), by which the security is created or defined; or if there is no such deed, the first execution of any debenture of the Series :
10. Name and addresses of the Trustees (if any) for the Debentureholders : N.A
11. Date of registration of the Series :
12. Particulars as to the amount or rate per cent of the commission, allowances or discount(if any) paid or made either directly or indirectly by the company to any person in consideration of subscribing or conditionally or procuring or agreeing to procure subscription, whether absolutely or conditional for any of the debentures included in this return :

Particulars of modification of charge under Section 135

13. Date and brief description of instrument modifying the charge : \_\_\_DD/\_\_\_MM/\_\_\_YY. No instrument was executed. Mortgage by deposit of Title Deeds (equitable mortgage) was created by the Company at New Delhi in respect of all the immovable properties of the Company at \_\_\_\_\_ in the State of \_\_\_\_\_ (Details as per schedule enclosed).
14. Particulars of modification already registered filed in the Office of Registrar of Companies : NIL
15. Particulars of modification specifying the terms and conditions or the extent or operation of the charge in which modification is made and the details of the modification. : IREDA loan of Rs.\_\_\_\_\_ lakhs together with interest, compound interest, additional interest, liquidated damages, commitment charges, premia on prepayment or on redemption costs, charges, expenses, and all other monies payable by the said Deed of Hypothecation dated \_\_\_DD/\_\_\_MM/\_\_\_YY being the original charge, is now also secured by the said mortgage by deposit of Title Deeds created by the Company on \_\_\_DD\_\_\_MM\_\_\_YY in favour of IREDA.
16. Appointment of Receiver under Section 137 :
- (a) Name, addresses and date of appointment of the Receiver :
- (b) Date on which the Receiver ceased to act :
17. Memorandum of complete satisfaction of Charge under Section 138 :
- (a) Date of creation of original Charge and amount secured :

(b) Date of registration/date :  
of filing of the particulars  
with the Registrar of  
Companies

(c) Date of filing of the :  
Memorandum of  
Satisfaction/date of entry  
of Satisfaction

THE COMPANY

(Signature: \_\_\_\_\_)

(Name: \_\_\_\_\_)

[in block letters]

(Designation: \_\_\_\_\_)

—

THE CHARGEHOLDER

(Signature: \_\_\_\_\_)

(Name: \_\_\_\_\_)

[in block letters]

(Designation: \_\_\_\_\_)

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Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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**Designation :** \_\_\_\_\_