UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 8-K/A

AMENDMENT NO. 4

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): November 9, 2016 (November 6, 2013)

Commission File Number: 00053238



Cemtrex Inc.

(Exact name of small business issuer as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

<u>30-0399914</u> (IRS Employer Identification No.)

<u>19 Engineers Lane, Farmingdale, New York 11735</u> (Address of principal executive offices)

6317569116

(Registrant's Telephone number)

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

[] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Explanatory Note

This Current Report on Form 8-K/A amends the Current Report on Form 8-K of Cemtrex, Inc. (the "Company") filed with the Securities and Exchange Commission on November 6, 2013 (the "Original Report") related to the completion of the Company's acquisition of the ROB Group (ROB), an electronics manufacturing solutions company on November 6, 2013. This Form 8-K/A is being filed solely for the purpose of filing certain exhibits related to the ROB Group.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Exhibit Title
10.1	Term Loan Agreement between Cemtrex GmbH and Sparkasse Bank for Financing of funds within the scope of the Asset-Deals of the ROB Group, dated
	October 4, 2013
10.2	Working Capital Credit Line Agreement between Cemtrex GmbH and Sparkasse Bank, dated October 4, 2013 (updated May 8, 2014)
	2

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

	Cemtrex Inc.
Date: November 9, 2016	
	By: /s/ Saagar Govil
	Name: Saagar Govil Title: CEO
	Title: CEO
	3

[Logo] Loan	Sparkasse Pforzhim Calw	
	Poststrasse 3	
with (initial) fixed interest rate	75172 Pforzheim	
to legal entities or for already	VAT ID No. DE144189922	
exercised commercial or independent professional purposes	Account number	Reference number
	6066299013	0254001
Company		
Cemtrex GmbH, Bleibtreustr. 24, 10707 Berlin		
Future address: Am Wolfsbaum 1, 75245 Neulingen		
-hereinafter referred to as the Borrower-		
receives from the savings bank, with the following conditions, a		
1 Repayment loan		
1 Details of loan type		
in the nominal amount of <u>3,000,000.00</u> EUR		
2 Financing of funds within the scope of the Asset-Deals of the ROB	Group	
Details of the purpose, can be dispensed with for legal entities.		
Credit essents 0000012000 / Dents identification and a contractor		
Credit account: 0008913889/Bank identification code 66650085		
Debit account: 0008913889/Bank identification code 66650085		
1 Loan costs, Repayment		
1.1. Interest		
4.950 % interest is to be paid yearly. This interest rate is not change		
At the earliest, six weeks, at the latest, two weeks before the expira	ation of the interest period, any par	ty can request that the terms of the loan
be re-negotiated (interest rate, fee, etc.).		
If, by the expiry of the fixed interest period, no new loan terms have		, ,
conditions. The interest rate set by the savings back for loans of this		ank will notify the Borrower in writing of
the initial interest rate and the procedure for further interest adjust	tment.	
1.2 Fee, Loan Commission		
The savings bank will charge a fee of% for the length of the fi	ixed interest period and a one-time	loan commission of% of the loan's
nominal amount. Both amounts will be calculated by the savings ba	nk on the first payment. The loan co	ommission will not be reimbursed, in
nominal amount. Both amounts will be calculated by the savings ba whole or in part, upon early repayment of the loan.	nk on the first payment. The loan co	ommission will not be reimbursed, in
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Account number 6066299013 1.7 If no sales tax is charged in the invoice, it is a sales tax free financial service. If the Borrower does not object to the sales tax within 4 weeks after the booking, stating his legitimate interests (in particular, no right for tax prepayment deductions) in writing, the savings bank will continue to charge the credit costs in addition to the sales tax in the statutory amount. The Borrower also has the right to object if his right to tax prepayment deduction rights change at a later point in time.

2 Special Agreements

*a) The repayment can begin in the partial disbursement phase.

For additional special agreements, see attachment.

3 Collateral

The loan can only be completed when all of the requirements are fulfilled so that the agreed upon collateral is available to the savings bank and the savings bank and, if applicable, a confirmation is available to the savings bank. The savings bank has been/is appointed/assigned - in separate contracts, which regulate the details - the following collateral:

-Global cession A-Z

-Security transfer of goods warehouse

-Basic liability of a total of 6,729,358.89 EUR charged to the property "Am Wolfsbaum 1 in 75245 Neulingen" -Security of premises and equipment

-in accordance with separate collateral agreement-

The liability of existing or future additional collateral within the scope of the respective agreed upon security purposes remains unchanged by this.

4 Special Disbursement Conditions for Construction Financing

[] The disbursement of the Borrower is carried out in partial installments for each step of the building process. [] The disbursement is carried out _

5 Availability of the Payment Claim

The claim for payment of the loan can only be assigned or pledged with the approval of the savings bank.

6 Multiple Borrowers/ Transfer of Collateral

For multiple Borrowers, each is entitled to the receipt of the loan. Multiple Borrowers are liable as joint debtors, and also for an overdraft resulting by the installment charge to the giro account of a borrower. If the savings bank is satisfied with the Borrower, it does not check whether or not claims to collateral which is no longer required. It will, in principle, return such collateral to the guarantor, insofar as the Borrower does not prove that the consent of the guarantor for the delivery has been transferred to him.

7 Fulfillment

All payments are to be made free of charge to the savings bank.

8 Cancellation/Immediate Due Date

8.1 Ordinary cancellation

The loan can, with a deadline period of a month from the passage of the first or a following fixed interest agreement, in accordance with No. 1.1, be cancelled from both sides, in whole or in part. If the loan, after the passage of the first or a following fixed interest agreement, is continued with a variable interest rate, it can, at any time, be canceled in the following time with a deadline period of three months from the contracting partners, in whole or in part.

The cancellation shall be carried out in writing. A cancellation of the Borrowers is not considered to have been carried out if he does not pay the amount owed within two weeks after the date of the cancellation's validity.

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	Account number
	6066299013
8.2 Extraordinary Cancellation	

The possibility for extraordinary cancellation for the savings bank and the Borrower is governed by No. 26 paragraph 2 of the General Terms and Conditions. Additionally, the Borrower can cancel a loan, for which a fixed interest rate agreement in accordance with No. 1.1 exists, and which is insured through property or ship rights, after the passage of six months after the complete receipt in compliance with the cancellation deadline of three months, if his legitimate interests dictate this. This is, in particular, the case if a requirement for further collateralization of the property for the securing of the loan (for example, disposal of the property, further settlement of the property). In these cases, the Borrower has to compensate the savings bank for the same damages as those arising from the advance cancellation (precautionary indemnity).

8.3 Immediate Repayment

Without prejudice to its right to cancellation without notice due to other important reasons (No. 8.2), the savings bank can declare the capital to be due for immediate repayment,

-if the guarantor infringes upon the special duties imposed upon him in the other securitization agreements or in principal debt securities certificates;

-if the Borrower acts contrary to the breach of disclosure and information requirements given in No. 9.

-if the Borrower is in default with rectified services for more than 14 days and still does not pay after an additional 14 day grace period; -if the foreclosure or forced administration is initiated on the pledged object, or parts thereof, the case of the foreclosure is excluded for the dispute between co-owners/co-builders;

-if appurtenances, rent or leasing interest are pledged of the same are offered without the consent of the savings bank, unless the supply of the appurtenances are made within the limits of proper economic activities;

-If the pledged object is sold, in whole or in part, or otherwise is made available without the consent of the savings bank, or if the property owner makes use of his property claim in the case of a heritable building right;

-if the legality of the rank of the basic debt is denied or the agreed upon rank s not procured within two months;

8.4 The savings bank is entitled to refuse the loan payout or to declare already-paid out amounts as immediately due and payable if:

-the information in the documentation is inaccurate, or in the event of significant changes in the financial situation personal and business relationships of the Borrowers or guarantor, in particular, if the total financing of the construction projects are no longer ensured, or the completion seems to be endangered due to other reasons;

-the claim to the payout of the loan is pledged.

If there are multiple Borrowers or guarantors, the above provision in Numbers 8.1 through 8.4 will also apply if the conditions for cancellation and repayment of the loan for only Borrower or guarantor exist.

9 Disclosure and Information Obligation

If the savings bank is granted access to the current economic conditions at least once yearly, at any time, by a Borrower or by a body appointed by them, during the entire term of this credit, it is to submit the relevant documents for this (for example, yearly balance sheet, income tax notification and declarations, property accounts, etc.), to provide any desired information and to enable the company to inspect its operations. The savings bank is also obligated, on the basis of the supervisory and statutory requirements, to make the economic conditions of the Borrower clear.

The savings bank can request the necessary documents directly from the Borrower's consultants in bookkeeping and tax matters upon request of the Borrower. Insofar as the named documents are stored electronically, the Borrower is obligated to make them readable in a reasonable period of time.

The savings banks is entitled, at any time, to inspect the public register as well as the land register of the Borrower and to request simple or certified copies or extracts at the expense of the Borrower, as well as to obtain information from insurance companies, authorities, and other offices, in particular, credit institutions, which it deems necessary for the credit relationship.

10 Representation, Transfer of the Credit Risk to Third Parties, Transfer of Information

10.1 The savings bank may transfer the credit claim and/or the business risk of the credit guarantee, in whole or in part, to third parties for the purpose of refinancing, equity relief, or risk diversification. This can, for example, through the disposal of credit claims - including possible associated collateral -, through credit derivatives or through loan sub-participation.

For this, the savings bank shall be able to provide the required information (for example, credit amount, due date, interest rate, name and address) to third parties as well as transferring it to such persons, who, for technical, organizational, or legal grounds, are connection with the verification of the value or the execution of the transfer (for example, ratings agencies, business auditors, tax consultations, attorneys or notaries). The Borrower frees the savings bank of banking confidentiality to this extent.

10.2 Third parties can be a member of the European System of Central Banks, a credit institution, financial companies, insurance companies, investment companies, a pension fund, or a capital fund.

10.3 The savings bank is obligated to maintain confidentiality with third parties and the others named under No. 10.1, for the transfer of information, unless such an obligation does not already exist on the basis of the statutory or occupationally-related/occupational standard regulations. The obligation for confidentiality contains confidentiality for all customer-related data and valuations, and to only make use of the information to the extent required for the carrying out of the described measures. The savings bank will also require the third parties, on their side, before the transfer of rights from the agreement and the transfer of information to other recipients, to make a corresponding confidentiality agreement.

		Account number 6066299013
11 Objection to Advertising		
The Borrower can, at any time, object to the use of	his data for advertising purposes.	
12 Jurisdiction		
of legal actions with its general court against the Bo Conditions, or if, at the time of the closing of the co	ection 29 of the Code of Civil Procedure, the savings bank car prrower, merchant, or a legal entity within the meaning of No intract, there is no general domestic court; or if he, at a later ny, or if his residence or habitual domicile at the time point of	. 6 of the General Terms and time, leaves his residence or
13 Statutory Obligation to Cooperate		
	k of any changes to information made in the course of the bu	siness relationship without
14 Information for Economic Beneficiaries (Section		
	d not for third party causes (in particular, a fiduciary):	
[X] Yes. [] No.	the in the business intervents and at the very set of the following	
	cts in the business interests and at the request of the following	ng person(s):
(Last name, first name, address)		
The AGB can be seen in the lobby of the savings ba	neral Terms and Conditions (AGB) are a part of the agreemen nk and will be made available upon request. 3 ies a copy of the AGB, as long as no business relationship exis	
City, date	City, date	
Pforzheim, 10/04/2013	Pforzheim, 10/04/2013	
Signature(s) of Borrower(s)	Signature(s) of savings bank	
Cemtrex GmbH	Sparkasse Pforzheim Calw	
/S/Aron Govil	/s/Peter Kern	
The agreement and the additional copy/copies are	to be signed by all Borrowers named on page 1!	
Each Borrower receives a copy of the credit agreem		
	of legitimation (identification type, ID number, issued by) or i	reference to
legitimation/identification to be carried out:		
Cemtrex GmbH, 08/22/2013, , German/HRB, 15228	34 B, AG Charlottenburg	
Information checked for accuracy by the signers:	on: 10/04/2013	
, , ,		

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[Logo] Copy for savings bank	Sparkasse Pforzheim Calw Poststrasse 3 75172 Pforzheim VAT ID No. DE144189922	
Current account credit		Account 8913889
		Reference number 0254001

Company

ROB Cemtrex GmbH Am Wolfsbaum 1, 75245 Neulingen

-in the following, referred to as the Borrower- closes the following agreement with the savings bank for a credit to the current account up to the maximum amount of EUR 2,000,000.00.

1. Credit offer

The credit will be made available in the amount named to giro account 8913889.

2. Credit costs

For the credit value, the interest and commission rates determined by the savings bank for credits of this type are to be paid. Changes to the rates will be shared with the borrower.

The interest rate is currently <u>* see below</u> % per year.

[] In exchange for the availability of the total credit value, a credit provision fee of <u>1.00</u> % per year is calculated, unless the credit is not claimed. [] In addition:

* The interest rate is currently 4.00% p.a. above the reference interest rate. The reference interest rate is the current interest rate calculated and published by the European Central Bank unsecured loans in Euros on the interbank market in Euro currency territory (EONIA=Euro OverNight Index Average).

For each invoice, the credit costs incurred up to the point are debited. If the credit provided is exceeded as a result, the savings bank will calculate the overdrawn amount - as in the case of the credit being exceeded -

[] the overdraft interest determined for the overdrafts, currently _____ % per year.

[X] in addition to the above-mentioned credit costs, the determined overdraft provision, currently 4.50 % per year.

The Borrower is obligated to compensate for each overdraft immediately. If **sales tax is not** billed, it is a tax-exempt financial service. If the Borrower does not object in writing within 4 weeks after the booking of the sales tax, stating his legitimate interests (in particular, no right to prepaid tax deduction), the savings bank will continue to charge the credit costs in addition to the sales tax in the statutory amount. The Borrower also has the right object if his rights to the prepaid tax deductions change at a later point in time.

3. Term, Cancellation

The credit provision is not time-limited, unless a term limitation is specially agreed upon in the following. [X] The credit provision is limited until 10/31/2015.

For the cancellation, No. 26 of the General Terms and Condition of the savings bank apply.

4. Special Agreements

See attachment

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5 Collateral	
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The credit can only be claimed if all the prerequisites for the agreed upon collateral requirements for the savings bank are fulfilled. The savings bank has been/is appointed/assigned - in separate contracts, which regulate the details - the following collateral:

-Global cession A-Z

-Security transfer of goods warehouse -Basic liability of a total of 6,729,358.89 EUR charged to the property "Am Wolfsbaum 1 in 75245 Neulingen" -Security of premises and equipment

-in accordance with separate collateral agreement-

The liability of existing or future additional collateral within the scope of the respective agreed upon security purposes remains unchanged by this.

6. Multiple Borrowers

Multiple borrowers are liable for the liabilities arising from this agreement as joint debtors.

If the savings bank is satisfied with the Borrower, it does not check whether or not claims to collateral which is no longer required. It will, in principle, return such collateral to the guarantor, insofar as the Borrower does not prove that the consent of the guarantor for the delivery has been transferred to him.

7. Disclosure and Information Obligation

If the savings bank is granted access to the current economic conditions at least once yearly, at any time, by a Borrower or by a body appointed by them, during the entire term of this credit, it is to submit the relevant documents for this (for example, yearly balance sheet, income tax notification and declarations, property accounts, etc.), to provide any desired information and to enable the company to inspect its operations. The savings bank is also obligated, on the basis of the supervisory and statutory requirements, to make the economic conditions of the Borrower clear.

The savings bank can request the necessary documents directly from the Borrower's consultants in bookkeeping and tax matters upon request of the Borrower. Insofar as the named documents are stored electronically, the Borrower is obligated to make them readable in a reasonable period of time.

In the case that the Borrower does not fulfill these obligations, the savings bank is entitled to terminate the credit relationship for immediate repayment.

The savings banks is entitled, at any time, to inspect the public register as well as the land register of the Borrower and to request simple or certified copies or extracts at the expense of the Borrower, as well as to obtain information from insurance companies, authorities, and other offices, in particular, credit institutions, which it deems necessary for the credit relationship.

8. Cost of the Agreement

The Borrower bears the costs of the collateral order. The reimbursement of expenses of the savings bank is regulated by statutory regulations.

9. Representation, Transfer of the Credit Risk to Third Parties, Transfer of Information

9.1 The savings bank may transfer the credit claim and/or the business risk of the credit guarantee, in whole or in part, to third parties for the purpose of refinancing, equity relief, or risk diversification. This can, for example, through the disposal of credit claims - including possible associated collateral -, through credit derivatives or through loan sub-participation.

For this, the savings bank shall be able to provide the required information (for example, credit amount, due date, interest rate, name and address) to third parties as well as transferring it to such persons, who, for technical, organizational, or legal grounds, are connection with the verification of the value or the execution of the transfer (for example, ratings agencies, business auditors, tax consultations, attorneys or notaries). The Borrower frees the savings bank of banking confidentiality to this extent.

9.2 Third parties can be a member of the European System of Central Banks, a credit institution, financial companies, insurance companies, investment companies, a pension fund, or a capital fund.

9.3 The savings bank is obligated to maintain confidentiality with third parties and the others named under No. 9.1, for the transfer of information, unless such an obligation does not already exist on the basis of the statutory or occupationally-related/occupational standard regulations. The obligation for confidentiality contains confidentiality for all customer-related data and valuations, and to only make use of the information to the extent required for the carrying out of the described measures. The savings bank will also require the third parties, on their side, before the transfer of rights from the agreement and the transfer of information to other recipients, to make a corresponding confidentiality agreement.

10. Objection to Advertising

The Borrower can, at any time, object to the use of his data for advertising purposes.

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11. Jurisdiction		
Insofar as the jurisdiction is not already set out in Section 29 of the Code		
of legal actions with its general court against the Borrower, merchant, o		
Conditions, or if, at the time of the closing of the contract , there is no g		
habitual domicile in the Federal Republic of Germany, or if his residence	or habitual domicile at the time poin	t of the complaint is not known.
12. Statutory Obligation to Cooperate		
The Borrower is obligated to notify the savings bank of any changes to in	nformation made in the course of the	business relationship without
delay (Section 4 paragraph 6 of the GwG).		
13. Information for Economic Beneficiaries (Section 3 paragraph 1 No.	3 GwG)	
The Borrower acts in his own economic interest and not for third party of	causes (in particular, a fiduciary):	
[X] Yes. [] No.		
Economic beneficiaries: The Borrower acts in the business interests and	at the request of the following person	n(s):
(Last name, first name, address)		
14. General Terms and Conditions		
The savings bank expressly points out that their General Terms and Con	ditions (AGB) are a part of the agreem	nent.
The AGB can be seen in the lobby of the savings bank and will be made a	available upon request. 1	
1. Each contracting party of the savings bank receives a copy of the AGB	, as long as no business relationship e	exists and the contract is concluded
outside of the savings bank.		
1. Each Borrower receives a copy of the credit agreement.		
City, date	City, date	
Neulingen, 05/08/14	Pforzheim, 05/05/2014	
Signature(s) of Borrower	Signature(s) of savings bank	
	0	
[Stamp: ROB	Sparkasse Pforzheim Calw	
ROB Cemtrex GmbH	•	
Am Wolfsbaum 1		
D-75245 Neulingen]		
/s/ Aron Govil	/s/Peter Kern	
The agreement and the additional copy/copies are to be signed by all Bo		
Legitimation test pursuant to Section 154 paragraph 2 of the Tax Code/i		
Name, date of birth, place of birth, citizenship, type of legitimation (identification type, ID number, issued by) or reference to		
legitimation/identification to be carried out:		
ROB Cemtrex GmbH, 08/22/2013, German/Commercial Register B, 718253, AG Mannheim		
Information checked for accuracy by the signers: Julia Ehrle, S0802170	on: 02/06/2014	

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