1

From:
STATE BANK OF INDIA
BALANAGAR Branch
HYDERABAD 500 037

To

M/S. DILPREET TUBES(P) LTD
Plot No.8,
Nacharam Industrial Estate
Nacharam
Hyderabad- 500 076

HYDERABAD- 500 018

Letter No:

Date: 20/09/2003

Dear Sir/Madam.

COMMERCIAL ADVANCES
SANCTION ARRANGEMENT LETTER

With reference to your application for sanction of credit facilities dated 03/09/2003 We have pleasure in advising you the sanction of the following limits. We shall be glad if the duplicate copy of this letter is retransmitted to us duly signed by you and the guarantors in token of your having agreed to the terms and conditions listed herein.

2. **LIMITS SANCTIONED**:

a.	Cash Credit (Hypothecation):	Rs.400.00 lakhs
	Sub Limit	
	i)Letters of Credit	(Rs. 200.00 lakhs)
	ii) DDP (CQ)	(Rs. 25.00 lakhs)
b.	SME Credit plus	Rs. 25.00 lakhs

3. **THE PERIOD/ REPAYMENT OF THE ADVANCES**:

a. The working capital advance facilities are repayable on demand and are available for one year, subject to review every six months when they may be reduced or cancelled depending upon strengthening or deterioration of your financial position/ the position of your activity/ the position of your industry as perceived by the Bank and also the conduct and utilisation of limits to the satisfaction of the Bank.

b. SME Credit plus: To repay within two (2) months from the date of availment.

4. **SECURITY**:

Primary: Hypothecation of stocks of raw material, spares, stock in process, finished goods and book debts.

COLLATERAL SECURITY:

1. EM of 4 Acres of land with a shed area of 67500 Sq. ft., thereon in Survey No(s) 49 & 59 situated at Plot No. 8, IDA, Nacharam belonging to the Company.
2. Pledge of Plant & Machinery etc., of the Company.

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

For B. G. Steels Pvt. Ltd., For Vinayak Tubes Pvt. Ltd.
Managing Director
Managing Director

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

Managing Director
Managing Director
Managing Director
Gurpreet Galvanising Pvt. Ltd.,
Managing Director

5. PERSONAL / CORPORATE GUARANTEES

The repayment of the advance has to be personally guaranteed by the following persons / firms / companies:

a. Personal guarantees of the company's Directors viz.,
   1. Sri Goverdhan Das Diwan
   2. Sri Sudhir U. Mehta
   3. Sri Bharat U. Mehta
   4. Sri Dilpreet Singh

b. Corporate Guarantees of the following companies:
   1. B.G. Steels(p) Ltd., Medchal, 2-3-577/2, I st floor, Sri Sai Complex, Minister Road, Secunderabad – 501 401.
   2. Gurpreet Galvanising Pvt. Ltd.. Survey No. 834. Medchal. R. R. District.
   3. Vinayak Tubes Pvt. Ltd., Survey No. 843/A. IDA, Medchal, R.R. District.

6. MARGINS (TO BE MET BY YOU / RETAINED BY THE BANK):

Raw Materials	:	25%
Stock in Process	:	25%
Finished Goods	:	25%
Spares and consumables	:	25%
Receivables / Book Debts	:	40 %
Letters of Credit... (Cash Margins to be kept in TDR/STDR)	:	10 %

7. BASIS OF VALUATION OF STOCKS:

The stocks of raw materials to be valued at the purchase invoice price/ current market price/ government control price if any/ which ever is the lowest. Customs and Excise duties if not paid, should not be reckoned for the valuation. Non-moving stocks should not be included in stocks for the purpose of valuation. Stocks received against unpaid Letters of Credit should be shown separately and should not be included in the valuation for the purpose of availing Fund Based Bank Finance till they are actually paid. Stocks in Process and Finished Goods should be valued at the actual manufacturing cost or selling price whichever is lower.

8. RETENTION PERIOD / COVER PERIOD

a) Book Debts - One month or 30 days
b) LC usance period - 90 days

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

For B. G. Steels Pvt. Ltd.,
Managing Director

For Gurpreet Galvanising Pvt. Ltd.,
Managing Director

For Vinayak Tubes Pvt. Ltd.
Managing Director

Managing Director

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

Managing Director

Managing Director

9. DICUMENTS TO BE EXECUTED:

SSI - 10	-	Supplementary General Agreement for working capital (SSI)
SSI - 11	-	Guarantee Agreement for working capital (SSI)
SSI- 12	-	Ancillary Agreement No.1
SSI- 14	-	Ancillary Agreement No. 3
SSI- 15	-	Ancillary Agreement No. 4
SSI- 17	-	Ancillary Agreement No. 6
		Arrangement letter

In case of a company, necessary Board Resolution, in compliance with Section 293 - 1(d) of the Companies Act, have to be passed and submitted to the Bank approving execution of the above documents and authorising the Director(s) to execute the documents and approving affixing the common seal to be witnessed in accordance with the Memorandum and Articles of Association of the Company. The resolution should contain specific authorisation in favour of any Director to deposit the title deeds with the Bank to create Equitable Mortgage over the said properties of the company, where stipulated. In case, second charge over the fixed assets is to be ceded to the Bank as security, the Board resolution should contain necessary authorisation for the same. The Board Resolution should also request the guarantors to sign the necessary documents with the Bank for giving their personal guarantee.

Apart from the above the formalities relating to creation/extension of equitable mortgage have also to be completed

The formalities relating to creation of 1st and 2nd charges with Registrar of Companies by filing Form 8 and 13 should be completed within the stipulated 30 days from the date of execution of the documents. The formalities for creation of 2nd charge (in the books of 1st charge holder) on the fixed assets for the enhanced limits now sanctioned (where first charge is held with another Bank/institution as already intimated to and accepted by the Bank in writing) should be completed within 30 days from the date of execution of the documents for availing the facilities. Non compliance with the same would result in freezing/recall of the sanctioned limits and would also attract penal interest @ 2% for the period of delay at the discretion of the Bank.

10. RATE OF INTEREST:

We have appraised the credit risk and assigned a rating of SB 3 for your working capital advances sanctioned to you. This rating is subject to review and change every six months depending on various parameters and the applicable interest rate would also be changed accordingly.

Based on the present rating as above, the following interest rates will be applied for the advances sanctioned to you

For Cash Credit (Hypothecation of stocks/ Book Debts/Outward Bills) : 1.50% above State Bank Advance Rate (SBAR) with a minimum of 12.0% per annum with monthly rests.(Effective rate12.00% inclusive of Interest Tax) In this connection please note that SBAR at present is 10.50 % and is subject to change from time to time.

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

For B. G. Steels Pvt. Ltd.,
Managing Director

For Gurpreet [illegible] Pvt. Ltd.,
Managing Director

For [illegible] Pvt. Ltd.
Managing Director

Managing Director
For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR

11. PENAL INTEREST:

a. Penal interest at the rate of 1% (plus tax) will be levied on the irregular/excess drawings if the account is rendered irregular twice during the calendar quarter. If irregularity occurs more than twice and not regularised within a very short period, penal interest at 1% (plus tax) will be levied on the entire outstanding for the entire quarter.

b. Non submission of stock statements in time stipulated would attract levy of penal interest of 1% (plus tax) on the entire outstanding for the month.

c. Non-submission of provisional financial statements when called for and audited financial statements within six months of the end of financial year would attract penal interest at the rate of 1% (plus tax) on the entire outstanding. Non submission of other renewal data as required by the Bank would also attract penal interest at the above rate.

12. OTHER SERVICE CHAGES:

Processing Charges at the rate of Rs.250/-per Rs 1 lac for the fund based and non-fund based working capital limits will be charged to your account annually.

A one time Up Front Fee of Rs. NIL will be charged for the term loan account.

The cost of Cheque Books issued to you at the rate of Rs 2 per cheque leaf would be recovered by debit to your account.

Ledger folio service charges at the rate of Rs 60 per folio will be levied to your account annually. In this connection, 40 entries will be treated as one folio.

Annually, inspection charges will be levied to your account.

You should ensure that sufficient provision is available in the account to meet the cheques issued by you. We would be charging Rs 10 for each cheque returned.

In case of Equitable Mortgage of the properties as primary or collateral security, a service charge of Rs 10,000/- will be debited to your account at the time of creation/extension of mortgage..

Collection of Cheques/Bills will attract our standard charges applicable from time to time apart from out of pocket expenses.

Discounting of Cheques/Bills will be undertaken at the Bank's discretion, which will attract our Standard Rates applicable from time to time apart from the out of pocket expenses.

Issue of Bank Guarantees and LCs will attract standard charges of the Bank depending on the type of the LC/BG, its period etc.

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

For Gurpreet Galvanising Pvt. Ltd.
K. S.
Managing Director

For B. G. Steels Pvt. Ltd.,
Managing Director

For Vinayak Tubes Pvt. Ltd.
Managing Director

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

Managing Director

Managing Director

Managing Director

In this connection please note that the service charges enumerated above are subject to change from time to time. The changed service charges will be displayed in the Bank's Notice Board from time to time and will be automatically applicable to your account..

13. SUBMISSION OF STOCK STATEMENTS: Stock statements showing the holding of stocks and Book Debts/Receivables should be submitted to the Bank at monthly intervals on or before 7th of each month. Apart from the above, the Stock Statement should also be submitted to the Bank more often whenever there is large variations from the Stock Statement already submitted. Non-Submission/delayed submission of the Stock Statements would attract levy of penal interest at the rate of 1% (plus interest tax). Further please note that Bank reserves the right to return your cheques for non-submission/ delayed submission of stock statements. Further please note to comply with the following points while submitting stock statements:

a)The stock statement should contain the full details of items of stock showing the quantity and value of each item and the location of storage of the inventories facilitating the Bank to carry out inspection of the securities charged.

b)Slow moving stocks(being carried for more than six months) or non-moving stocks should be shown separately and should not be reckoned for the purpose of Drawing Power.

c)The stock statement should be accompanied by a full list of your Book Debts, in chronological order, date with invoice number, name of the customer and amount

d) The value of Bills outstanding for retirement under LCs (for which goods are already received under stocks) should be shown in the stock statement separately and removed from the net value of stocks for the purpose of calculating Drawing Power.

e) The stock statement should be invariably signed by the Proprietor/Partner/Director and not by any employees.

f) **Monthly Select Operational Data** should be submitted along with the stock statements which should contain the following details as at the end of the last month. i) Outstanding Sundry Creditors ii) Outstanding Sundry Debtors iii) Sales during the month iv) Sales upto the end of the month.

14. **INSURANCE**: The Stocks, Machinery and Buildings charged to the Bank as Primary/ Collateral security should be fully insured by you against all risks, with an insurance company approved by the Bank, in the joint names of the Bank and yourselves. Insurance policies, cover notes, premium receipts, etc., should be deposited with the Bank. The risks to be compulsorily covered are against FIRE, RIOT, STRIKE, MALICIOUS DAMAGE AND BURGLARY/THEFTS. You should arrange for prompt payment of premium and ensure that no acts / omissions occur in this regard, as would invalidate such insurance during the currency of the Bank's advance(s). You should further be prepared, as and when called for by the Bank to do so, to take out cover for any other risks, including cover in respect of standing charges and loss of profit in the event of any stoppage of production for any reason. In this connection please note that the Bank reserves the right to take/renew the insurance policy by itself and pay the insurance premium by debit to your account.

15. FINANCIAL STATEMENTS: The audited financial statements should be submitted to the Bank within a period of six months after the completion of an account year. Non-submission of the audited financial statements as above will attract levy of penal interest of 1% (plus tax) apart from attracting such other measures like

For ... SHEET TUBES PVT. LTD.,

MANAGING DIRECTOR.

Managing Director

For ...

Managing Director

For B. G Steels Pvt. Ltd.,

Managing Director

For Gurpreet ... Pvt. Ltd.,

Managing Director

For ... Tubes Pvt. Ltd.,

Managing Director

freezing the operations in the accounts / cancellation of the credit limits at the discretion of the Bank. Half-yearly results, if any, compiled for the company, should be submitted to the Bank for information. Copies of the returns submitted to the Sales Tax and Income Tax authorities should also be submitted to the Bank annually for our record..

16. CHANGES IN CONSTITUTION: If any such changes in the constitution of the unit/firm/company is contemplated prior approval from the Bank for the same should be obtained in writing. If no such approval is obtained in advance, the Bank shall have the right to suspend further operation in the accounts consequent upon such change/reconstitution comes to the notice of the Bank and to call up the advances.

17. GENERAL:

a) The Bank's name boards shall be prominently displayed at the factory/office evidencing the Bank's charge over all the assets.

b) A detailed list of machinery and equipment pledged hypothecated to the Bank should be prominently displayed at the factory/office.

c) The Bank's name should be prominently pained on all items of machinery/equipment pledged / hypothecated to the Bank.

d) Proper books of accounts should be maintained and preferably kept at the units premises to enable periodic inspection. These should include the purchase register, sales register, purchase invoice file, sales invoice file, debtors account statement and general ledger.

e) In as much as the working capital limits have been assessed at peak levels of production, on the basis of data furnished by you no interim accommodation / excess drawings will ,as a rule, be permitted. However in the event of your anticipating substantial orders (not repetitive) arrangements for interim accommodation may please be made well in advance, at any rate not later than 3 months before the expected orders are received.

f) All incidental and legal expenses, such as solicitors /advocate fees, Stamp Duty, Registration charges etc, incurred in connection with the advance9s0 should be borne by the unit. If incurred by the Bank the same will be debited to your account.

g) Original invoice of the supplier's / manufacturer's receipts for the cost of the machinery/equipment & other connected correspondence should be deposited with the Bank.

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

... G. Steels Pvt. Ltd.

Managing Director

For Gurpreet ... Pvt. Ltd.

Managing Director

For ... Pvt. Ltd.

Managing Director

h) The unit should confine all your business including foreign exchange business, if any, to the Bank pro-rata to our term loan and working capital limits..

i) The capital invested in the business should not be withdrawn during the currency of the Bank's Advances. The unit should not, without the written permission of the Bank, effect any change in the capital structure.

j) The unit should not formulate any scheme of amalgamation or reconstruction without the prior permission of the Bank.

k) The proprietors/partners/directors of the unit should not withdraw the profits earned in the business without meeting the instalments payable under the Bank's loan. All monies raised by way of loans and deposits from friends and relatives and from any other source(s) should not be withdrawn/repaid during the currency of the Bank's advance(s) except with the Bank's permission in writing. In case of company, should not declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that no default had occurred in any repayment obligations and stipulated Net Working Capital has been maintained. In any case company should obtain Bank's prior approval before declaring dividends.

l) The properties charged to the Bank should not be sold/transferred/encumbered without the Bank's written permission.

m) The unit should not invest any sums by way of deposit/loans/share capital or otherwise in any other concern, if any, without the Bank's prior permission. Normal trade credit, security deposits in the normal course of business or advance to employees can, however, be extended.

n) The unit should not launch on any new scheme of expansion or acquire fixed assets, without the Bank's prior approval.

o). The unit should not, without the prior permission of the Bank, enter into borrowing arrangements either secured or unsecured with any other bank, financial institution, company or otherwise or accept deposits.

p) The unit should not undertake guarantee obligations on behalf of any other person/firm/company.

q) The Bank will have the right to examine at all times, the unit's books of accounts and to have the factories inspected from time to time by officer(s) of the Bank and/or qualified auditors and/or technical experts and/or management consultants of the Bank's choice. Arrangements should be made for easy access of such personnel at all reasonable times to the machinery/equipment for the purpose of inspection and examination of the state and condition of the equipment. Cost of such inspections will be borne by the unit.

GURPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

For B. G. Steels Pvt. Ltd.,
Managing Director

For Gurpreet Galvanising Pvt. Ltd.,
Managing Director

For Vinayak Tubes Pvt. Ltd.
Managing Director

r) The Bank will have option of appointing its nominee on the Board of Directors of the company to took after its interests. The Director's normal fees and expenses will be defrayed by the company. Such Director shall not be required to hold qualification shares and shall not be liable to retirement so long as the credit facilities are outstanding. Whether the option is exercised or not, the company will submit sufficiently in advance, agenda papers relating to meetings of the Board of Directors or any committees thereof and forward duly certified copies of the proceedings of such meetings. The Bank will have the right to appoint a nominee to attend any meetings of shareholders; the agenda papers and proceedings should be sent expeditiously.

s) The unit/company should not make any drastic change in their management set-up without the Bank's permission.

t) The unit will maintain the Net Working Capital position above the levels furnished in the projections for working capital finance. In the event of any differences of opinion arising as to what constitute current assets and current liabilities, the Bank's decision will be final and binding on the unit.

u) The unit should route all the banking transactions including Government Business, Merchant Banking Business and Issue/Refund business through the Bank at least to the extent of pro-rata share in the consortium.

v) The unit will keep the Bank informed of the happening of any event likely to have substantial effect on the profit of business; if, for instance, the monthly production or sales are substantially less than what had been indicated to the Bank the company will inform accordingly with explanation and the remedial steps proposed to be taken.

w) The unit will keep the Bank advised of any circumstances adversely affecting the financial position of its subsidiaries including any action taken by any creditor against the subsidiaries.

x) All items of machinery and equipment should be kept in a good working condition and you should replace all broken, lost or worn-out parts by suitable spare parts of similar quality and equal value. You should not alter or remove any major part of the machinery/equipment without the consent of the Bank in writing. You must certify at half-yearly intervals that the entire machinery and equipment are in good working condition and are being properly maintained.

y) The documents stipulated by the Bank in connection with the disbursal of the advance(s) have to be executed by you and the guarantors. The Stamp Duty on these documents has to be borne by you. Disbursement of the advance(s) will be made only after the execution of the documents,(including revival letters in respect of some of the old documents) and completion of formalities connected with creation of mortgages.

...PREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

...or B. G. Steels Pvt. Ltd.,

Managing Director

For Gurpreet Galvanising Pvt. Ltd.,

For Vinayak Tubes Pvt. Ltd.

z) Disbursement of the advance under the Term Loan will be made by Banker's cheque favoring the manufacturer/suppliers of the machinery/equipment, either on receipt of machinery/equipment and installation in the unit's premises or against documents covering the dispatch of machinery/equipment through the Bank, or direct remittance to the manufacturers suppliers (in the manner stated above) in consultation with the unit. The amounts disbursed under the Term Loan(s) should be solely utilised for the purpose for which they were intended under the scheme, and not for any other purpose. The unit should produce subsequent to the disbursal of the Term Loan(s) its complete books of accounts, for examination by the Bank to its entire satisfaction.

aa) The advances are also subject to fresh terms and conditions governing the Bank schemes of loans which may be laid down from time to time. The Bank will be free to suitably modify the covenants detailed above whenever considered necessary. This will, of course, be done in consultation with the unit.

bb) These terms and conditions are supplemental to those contained in the documents referred to in clause 9 above to be executed by you and the guarantor(s).

cc) The Bank reserves the right to call up the advances on the occurrence of any event which in the opinion of the Bank is detrimental to its interests.

CONSENT CLAUSE:

'The Borrower(s) have to further agree that as a precondition of the loan advances given to me/ us by the Bank, that in case of default in repayment of the loan advances or in the repayment of the interest thereon or any of the agreed instalment of the loan on due date/s, the Bank and /or the Reserve Bank Of India will have an unqualified right to disclose or publish my/our name or the name of my/ our company /firm/unit/ and its directors/partners/proprietors as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.'

For B. G. Steels Pvt. Ltd.,

Managing Director

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

For Gurpreet Galvanising Pvt. Ltd.

Managing Director

For Vinayak Tubes Pvt. Ltd.

Managing Director

This is supplemental to and shall be read with the Agreement for Overall Limit(C1)
Please return the duplicate of this letter duly signed by you and the guarantors in token of having agreed to the terms and conditions listed here-in-above.

Yours faithfully,
कृते स्टेट बैंक ऑफ इंडिया
For STATE BANK OF INDIA

ASSISTANT GENERAL MANAGER
सहायक महा प्रबंधक
Asst. General Manager
बालानगर, हैदराबाद/Balanagar, Hyd.

For Dilpreet Tubes Pvt. Ltd.
Bharat
Director

We are agreeable to the terms and conditions detailed above and the same shall be meticulously observed by us.

...eet Tubes Pvt. Ltd.
Dilpreet Singh
Director

GUARANTOR(S)

BORROWER

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

For Dilpreet Tubes Pvt. Ltd.
Director

For B. G. Steels Pvt. Ltd.,
Managing Director

For ...

The Common Seal of M/s Dilpreet Tubes Pvt. Ltd Pvt Ltd
Has been affixed here in to
Pursuant to the resolution
Passed by the Board of directors
of the Company on Dt 20/09/2003
in the Presence of Bharat V. Mehta and Sudhir V. Mehta

For B. G. Steels (P) Ltd
Director

For Gurpreet Galvanising Pvt Ltd.
Managing Director

For Vinayak Tubes Pvt. Ltd.
Managing Director

The Common Seal of M/s. Gurpreet Galvanising Pvt. Ltd Pvt Ltd
Has been affixed here in to
Pursuant to the resolution
Passed by the Board of directors
of the Company on Dt. 20/9/2003
... Singh.

FORM 'B'

EXTENSION OF THE EQUITABLE MORTGAGE

From : Date : 22/09/2003

Dilpreet Tubes Pvt. Ltd.

Plot No. 8, Nacharam Industrial Estate

Hyderabad - 500 076. M/s. Dilpreet Tubes

The Asst. General Manager,
State Bank of India,
Balanagar Branch,
Hyderabad - 500 037.

भारतीय स्टेट बैंक STATE BANK OF INDIA प्राप्त/RECEIVED

20/09/03 B.V. Mehta, S.V. Mehta

1. I / We am / are writing this to confirm that I / we have deposited with the Bank on 05/12/2002 in the .... the documents of title relating to my / our property situated at Plot No. 8, Nacharam Industrial Estate Village.. ....Taluk Hyderabad District described below (hereinafter referred to as the "said property" with the intention of creating an equitable mortgage over the said property by way of security for the amount due to the Bank from me / us the concern of M/s. Dilpreet Tubes Pvt. Ltd. under the following credit facilities extended to me / us the concern of M/s. Dilpreet Tubes Pvt. Ltd. by the Bank.

	Nature of facility	Limit (Rs.)
(a)	Cash Credit (HYP) -	1,00,00,000
(b)	Letter of Credit -	1,00,00,000
(c)		
(d)		
	(Rupees two crores)	Total Rs. 2,00,00,000

and also as security for all other liabilities and indebtedness past, present and future to the Bank.

2. At my / our request you were pleased to grant me / us / the said concern of M/s. Dilpreet Tubes Pvt. Ltd. an additional credit facilities as noted below :

	Nature of facility Rs.	Original Limit Rs.	Additional Limit Rs. enhanced limit
(a)	Cash Credit (HYP)	1,00,00,000	4,00,00,000
(b)	SME Credit Plus	—	25,00,000
(c)	Letter of Credit	1,00,00,000	—
		2,00,00,000	Total 4,25,00,000

(Total Rupees Four Crore twenty Five lakhs only)

3. This is to confirm that consequent upon the additional credit facilities as stated above and for the purpose of having the additional limits of the credit facilities covered by the security of the property. I / We called you on 20/09/2003 and admitted and declared in the presence

Contd..2..

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

For Dilpreet Tubes Pvt. Ltd.

Director

of yourself and Shri A. Sri Prakash .... that the benefit to the Bank of the mortgage by deposit of title deeds relating to the said property created, as stated above on 05/12/2002 .... shall also apply for stand extended to and cover the enhanced aggregate limits of Rs. 4,25,00,000/- .... granted to me / us to conern of M/s. Dilpreet Tubes Pvt. Ltd. by the Bank, besides the said property being security for all the liabilities and indebtedness.

4. The said property belongs to me / us absolutely and no one else has any interest therein. The said property is under my / our sole occupation.

5. There is no subsisting agreement for the sale of said property nor has any prospective of any intending purchaser taken possession of it or part of it. The said property is free from encumberances save the mortgage already created in favour of the Bank.

Documents deposited:

THE SCHEDULE I REFERRED TO HEREINABOVE (1) Regd. Sale Deed No. 9916/02 dt. 2/11/02
(List of documents of title) (2) EC No.

THE SCHEDULE II REFERRED TO HEREINABOVE
(Description of the immovable properties)
Land and factory shed on plot No. 8, in Survey No(s) 49 and 59 land admeasuring Ac 4.00 (Four Acres) situated at Nacharam (V), Uppal (M), Kapra Municipality, RR (Dt) along with shed area of 67500 sq.ft.

Yours faithfully

For Messrs.
(Signature)
Proprietor / Partner (s) /
Karta

For DILPREET TUBES PVT. LTD.

MANAGING DIRECTOR.

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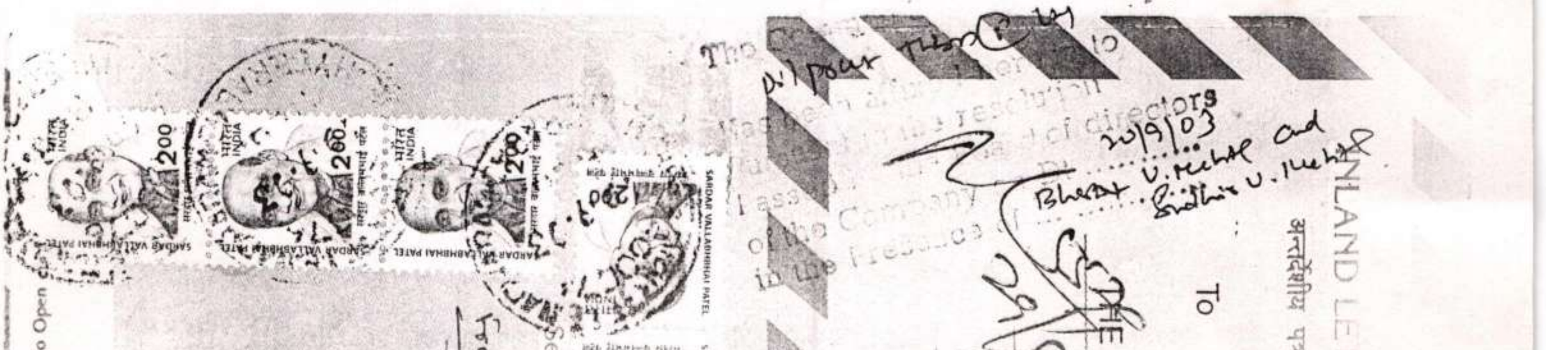

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DILPREET TUBES (P) LTD.

REGD. OFFICE & FACTORY : PLOT NO. 8, NACHARAM INDUSTRIAL ESTATE,
HYDERABAD-500 076. ANDHRA PRADESH
Manufacturers of : Steel Tubes & Pipes.

TRUE EXTRACT OF THE BOARD RESOLUTION PASSED IN THE MEETING HELD ON 20-09-2003

Letter No. Dated ... Received from the State Bank of India, Balanagar Branch in connection with grant of various credit facilities to the Company was placed before the meeting and after consideration thereof IT WAS RESOLVED that the Company do obtain various credit facilities either in Indian or Foreign Currencies to the tune of Rs. 425 lakhs (total of all advance limits) by way of overdrafts, cash credits, term loans, preshipment and post-shipment credit, opening of letters of credit, issuing of guarantees, including deferred payment guarantees and indemnities, negotiation 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 Company secured by hypothecation/pledge of the Company's entire goods, movables and other assets present and future, including documents of title to goods and other assets such as book-debts, outstanding moneys, receivables, claims, bills, invoices, documents, contracts, engagements, securities, investments and rights and all machinery, present and future and further secured by deposit of all title deeds of the existing immovable properties of the Company with intent to create a security thereon in favour of the Bank or mortgage by way of first legal Mortgage in English form of the existing immovable properties of the Company AND guarantees of Shri. Govardhan Dass Diwan, Shri. Bharat U. Mehta, Shri Sudhir U. Mehta and Shri. Dilpreet Singh on such terms and conditions as may be specified by the Bank.

FURTHER RESOLVED to request Shri. Govardhan Dass Diwan, Shri. Bharat U. Mehta, Shri. Sudhir, U. Mehta and Shri. Dilpreet Singh and M/s. Gurupreet Galvanizing (P) Ltd., M/s., B.G. Steels (P) Ltd., and M/s. Vinayaka Tubes (P) Ltd., to furnish the require d guarantees to the Bank for the various credit facilities granted to the Company FURTHER RESOLVED that Shri. Govardhan Dass Diwan a Director of the Company be and is herby authorized to appear at the Bank and deposit all the title deeds of the Company's immovable properties and to make a declaration on behalf of the Company that the said deposit has been made with intent to create security by way of mortgage thereon in favour of the Bank.

Phone : 27177358
27176245
27170846
Fax : [illegible]

DILPREET TUBES PVT. LTD.

REGD. OFFICE & FACTORY : PLOT NO. 8, NACHARAM INDUSTRIAL ESTATE,
HYDERABAD-500 076. ANDHRA PRADESH
Manufacturers of : Steel Tubes & Pipes.

FURTHER RESOLVED that the enclosed security documents, received under cover of the Bank's aforementioned letter and which have been placed before the meeting be and are hereby approved for execution by the Company. In accordance with the Articles of Association of the Company.

FURTHER RESOLVED that Shri. Govardhan Dass Diwan a Director of the Company be and is hereby authorized to execute the necessary security documents required by the Bank in this connection and that the common seal of the Company be affixed wherever necessary in the presence of Shri. Sudhir U. Mehta and Shri Bharat U. Mehta Director(s) of the Company in terms of Articles of Association of the Company.

CERTIFIED COPY

(Govardhan Dass Diwan)

Govdh

Chairman of the Meeting

Sudhir

Bharat.

Dilpreet Singh

(N.J.) SL. NO. भारत 46289 HPA/LA आंध्र प्रदेश
PURCHASER 122064 SEP 18 2003
EXECT/CLMT
SIG OF S.R. Rs.0000150 PB1080
D.R. OFFICE INDIA STAMP DUTY ANDHRA PRADESH
R.R. DIST.

Sub - Registrar,
Ex - Officio Stamp Vendor,
R. O. Ranga Reddy Dt.

SSI - 10
Comp. 2650100
Supplemental to the General Agreement
(Working Capital Finance)

Supplemental General Agreement for the Grant of Small Industrial Advances and Hypothecation of Goods Book - Debts and other Assets

(WORKING CAPITAL FINANCE)

WHEREAS SHRI/SMT./KUM. ______ Son of / Wife of/daughter of ______ at present carrying on the business of ______ as sole proprietor under the style of ______

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 ______ and Shri / Smt. / Kumari ______ son of /wife of daughter of ______ at present carrying on the business of ______ in partnership under the style of ______

OR

Shri ______ son of ______ for self and as the karta of his joint family carrying on the business of ______ as joint family business under the style of ______

OR

______ a society/association registered under the Societies Registration Act/Co-operative Societies Act and having its registered office at ______ at present carrying on the business of ______

OR

M/s. Dilpreet Tubes Pvt. Ltd. Limited, a company incorporated under the Companies act and having its registered office at Plot No. 8, Nacharam Industrial Estate, Hyd-76. at present carrying on the business of Manufacturing Of Steel Tubes (hereinafter referred to as "the Borrower" which expression unless repugnant to the context shall include his/her heirs, executors, administrators, representatives, successors and assigns/their and each of their respective heirs, executors, administrators, representatives, successors and assigns/his heirs, executors, administrators, representatives, successors and assigns/its Successors and assigns respectively) has requested the Bank to Finance the business of the Borrower by granting facilities under the Bank's Scheme for Finance of Small Scale Industries and in any other manner and in pursuance of such request the Bank and the Borrower have entered into a General Agreement dated 05/12/2002 creating a hypothecation charge over the goods book debts movables and other assets of the Borrower as stated therein.

* AND WHEREAS the Borrower further requested the Bank to grant additional finance to the Borrower and the Bank has in pursuance of such request granted additional finance to the Borrower and the Borrower for that purpose have entered into a Supplemental General Agreement dated. ______

* AND WHEREAS the Borrower further requested the Bank to grant additional finance to the Borrower and the Bank has in pursuance such request granted additional finance to the Borrower and the Borrower for that purpose have entered into a Supplemental General Agreement dated. ______

* AND WHEREAS the Borrower further requested the Bank to grant additional finance to the Borrower and the Bank has in pursuance of such request granted additional finance to the Borrower and the Borrower for that purpose have entered into a Supplemental General Agreement dated. ______

* NOTE:- The clauses make reference to the intermediary Supplemental General Agreements and will have to be deleted at the time of granting additional finance for the first Supplemental General Agreement would be obtained. At the time of obtaining 2nd Supplemental General Agreement and onwards one or more of these clauses will be retained depending on the number of intermediary Supplemental General Agreements.

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

MANAGING DIRECTOR

°° Here enter the amount of additional finance

AND WHEREAS the Borrower has now requested the Bank to grant additional finance under the above referred Bank 's scheme for finance of small scale industries or in any other manner and the Bank has at such request of the Borrower agreed to grant additional finance to the extent of Rs.°° 22500,000/- under any/some/all of such facilities under the Bank's' scheme for finance of small scale industries or in any other manner as agreed upon from time to time between the Bank and the Borrower upon extension of the existing security (which includes goods documents to title thereto book debts outstanding monies receivables claim bills invoices and documents and in such and or other movables immovables) hypothecated Pledged mortgaged and otherwise effectively charged to the Bank for the payment to the Bank on demand of all moneys due (together with interest and other costs if any) in respect of the additional finance.

°° Here enter the amount of additional finance

In consideration to the agreement on the part of the Bank to grant additional finance to the extent or Rs °° 225,00,000/- to the Borrower by or under any one or more of the above referred facilities, the Borrower has agreed to the terms and conditions contained herein after and has further undertaken to abide by such other terms and conditions as may be deemed necessary and communicated by the Bank to Borrower from time to time.

Now this agreement between the Bank and the Borrower witnesseth.

°° Here enter the total amount of limits granted under the General Agreements and all the Supplement Agreements till then entered into

1. That all present and future goods book debts movables and other assets of the Borrower including documents of title to goods and other assets, such as outstanding monies receivables, claims, bills, invoices, documents contracts engagements securities investments and rights and all machinery belonging to or in the possession or under the control of the Borrower, wherever thing stored or kept and whether in possession of the Borrower or of the Bank under the above referred General Agreement dated 05/12/2002 and the above referred supplemental General Agreement(s) dated ______ dated ______ and the further supplemental General Agreement dated ______ entered into between the Borrower and the Bank by way of first charge (subject, however to any charge in favour of any third party which may have been notified by the Borrower and accepted by the Bank as having priority over its own charge) as security for payment and discharge by the Borrower to the Bank on demand of all monies at any time payable by the Borrower to the Bank under or in respect of any/some/all of the facilities granted to be granted to the Borrower by the Bank but not exceeding the Sum of Rs.°°° 425,00,000/- (Rupees°°° Four Crore Twenty five lakhs only) shall continue to stand so hypothecated to the Bank and in addition and without prejudice thereto stand further hypothecated in like manner as security for payment and discharged by the Borrower to the additional finance granted or to be granted to Bank under or in respect of the above referred the Borrower by the Bank not exceeding the sum of Rs. 22500000/- Rupees°°(Two Crore Twenty five lakhs only).

°° Here enter the amount of additional finance

2. That all the terms and conditions contained in the above referred General Agreement entered into between the Borrower and the Bank are applicable in their entirely also in respect of the additional finance granted hereunder and this agreement is supplemental to and shall be read with above referred General Agreement.

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR

For and on behalf of
STATE BANK OF INDIA

For [illegible]

Hrealem

A[illegible] [illegible]ger
[illegible]nagar, Hyd.

Bharat

PLACE : Balanagar (Hyderabad)

DATE : 20/09/2003.

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR

BORROWER

M/s. Dilpreet Tubes Pvt
[illegible]
of the Company [illegible] 20
in the [illegible] Bharat
and Sudhir V. Mehta

To
The State Bank Of India
Balanagar,
Hyderabad

Application for release of Loans under the facility of advance
against General Hypothecation granted

With reference to the facility of advance against general hypothecation granted to us. Please arrange to release Rs. 2250000/- (Rupees Two Crore Twenty five lakhs only —)

MANAGING DIRECTOR.

2. The amount is required for the following purposes :-

Purchasing of stocks of raw materials

3. I/We assure the Bank that the amount will be expended for the above mentioned purpose only and not otherwise in evidence of which I/We shall produce the necessary receipts/documents indicating that the amount is so spent. In case the amount could not be spent for the required purpose within 30 days I/We undertake to deposit the same in my said cash credit account on the expiry of the aforesaid 30 days

The Seal of M/s Dilpreet Tubes Pvt. Ltd
affixed here in to
pursuant to the resolution
passed by the Board of directors
of the Company on Dt. 20/09/2003
in the Presence of Bharat V. Mehta
and Sudhir V. Mehta

Bharat.

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

Borrower.

ZP/2/175/9-2000/50,000

(N.J.) SL.NO. भारत 46293 HPA/LA आंध्र प्रदेश
PURCHASER 134060 SEP 18 2003
EXECT/CLMT Rs.0000 Compr No. 2650126
D.R. OFFICE INDIA STAMP DUTY ANDHRA PRADESH
R.R. DIST.

आनुषंगिक करार सं.-1/Ancillary Agreement No. CIF S.R. S S I-12
सामान्य करार/(To the General Agreement)
(काम काज पूंजी वित्त का)/(Working Capital Finance)

Ex-Officio Stamp Vendor
B. D. Ranga Reddy.

लघु औद्योगिक ऋण की मंजूरी के लिए करार

(काम काज पूंजी वित्त)

माल बही-ऋण, जंगम वस्तुओं और अन्य
आस्तियों का आडमान

AGREEMENT FOR THE GRANT OF SMALL INDUSTRIAL ADVANCES

(WORKING CAPITAL FINANCE)

Re : Hypothecation of Goods, Book Debts, Movables and other assets

यतः श्री/श्रीमती/कुमारी..
पुत्र/पत्नी/पुत्री..
जो इस समय एकल स्वामी की हैसियत से..का कारोबार चला रहे हैं/
के अभिनाम से..
रही हैं/

WHEREAS Shri/Smt./Kum..son of/wife of/daughter of..at present carrying on the business of..as sole proprietor under the style of../

अथवा

श्री/श्रीमती/कुमारी..
पुत्र/पत्नी/पुत्री..
श्री/श्रीमती/कुमारी..
पुत्र/पत्नी/पुत्री..
श्री/श्रीमती/कुमारी..
पुत्र/पत्नी/पुत्री..
श्री/श्रीमती/कुमारी..
पुत्र/पत्नी/पुत्री..
जो इस समय साझदारी में..का कारोबार चला रहे हैं/रही हैं
के अभिनाम से..

OR

Shri/Smt/Kum..son of/wife of/daughter of..Shri/Smt /Kum..Shri/Smt /Kum. son of/wife of/daughter of..son of/wife of/daughter of..and Shri/Smt /Kum.. son of/wife of/daughter of..at present carrying on the business of..in partnership under the style of../

अथवा

श्री..पुत्र..
....जो अपने स्वयं के लिए और अपने अविभक्त कुटुम्ब के
कर्ता के रूप में..
का कारोबार अविभक्त कुटुम्ब के व्यवसाय के रूप में..
....के अभिनाम से चला रहे हैं।

OR

Shri..son of..for self and as the Karta of his joint family carrying on the business of..as joint family business under the style of../

SP-503 (SIB-2)

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR

MANAGING DIRECTOR

अथवा

....एक सोसायटी / ऐसोसिएशन जो कि सोसाइटीज रजिस्ट्रीकरण अधिनियम / को-आपरेटिव सोसाइटीज अधिनियम के अधीन पंजीकृत होकर जिसका पंजीकृत कार्यालय..पर है और जो इस समय..का कारोबार चला रही है।

OR

....a society/association registered under the Societies Registration Act/Co-operative Societies Act and having its registered office at...at present carrying on the business of../

अथवा

....लिमिटेड, जो कम्पनी अधिनियम के अधीन निगमित कम्पनी होकर जिसका पंजीकृत कार्यालय..पर है और जो इस समय..

का कारोबार चला रहो है / (यत्पश्चात् 'ऋणी' कहकर सम्बोधीत है जिस अभिव्यवित में जब तक कि सन्दर्भ के विरुद्ध न हो उसके/उनके वारिस, निष्पादक, प्रशासक, प्रतिनिधि, उत्तराधिकारी तथा समनुदेशिती/उनके और उनमें से क्रमशः प्रत्येक के वारिस, निष्पादक, प्रशासक, प्रतिनिधि, उत्तराधिकारी तथा समनुदेशिति/उसके वारिस, निष्पादक, प्रशासक प्रतिनिधि, उत्तराधिकरी तथा समनुदेशिती/उसके उत्तराधिकारी तथा समनुदेशिती होने से भारतीय स्टेट बैंक अधिनियम, 1955 के अधीन गठित भारतीय स्टेट बैंक (जो तत्पश्चात् बैंक कहकर सम्बोधित होगा और जिस अभिव्यवित में जब तक कि सन्दर्भ के विरुद्ध ना हो उसके उत्तराधिकारी तथा समनुदेशिती सम्मिलित होंगे) से बैंक की लघु उद्योग वित्त पोषण योजना के अन्तर्गत या किसी अन्य प्रकार से कोई/कुछ/सभी ऋण सुविधाए मन्जूर करके ऋणी के कारोबार का वित्त पोषण करने के लिए अनुरोध किया है और इस प्रयोजन के लिए ऋणी और बैंक ने..दिनांकित एक करार निष्पादित किया है जिसमें अन्य बातों के साथ-साथ ऐसे सामान्य निबन्धन और शर्तें अन्तर्विष्ट है जिन पर ऐसी विभिन्न ऋण सुविधाए मन्जूर की जाएंगी और जो तत्पश्चात 'सामान्य करार' से सम्बोधित होगा।

OR

M/s. Dilpreet Tubes Pvt Ltd ....Limited, a company incorporated under the Companies Act and having its registred office at Plot No. 8, Nacharam Industrial Estate, Nacharam Hyderabad .... at present carrying on the business of Mfg. of Steel tubes ....(hereinafter referred to as "the Borrower" which expression unless repugnant to the context shall include his/her heirs, executors, administrators, representatives, successors and assigns/their and each of their respective heirs executors administrators representatives successors and assigns / his / her heirs executors administrators representatives successors and assigns / its successors and assign respectively) has requested the state Bank of India, a bank constituted under the State Bank of India Act, 1955 (hereinafter referred to as "the Bank" which expression unless repugnant to the context shall include its successors and assigns) to finance the Borrower's business by granting any / some / all of the facilities under the Bank's scheme for finance of small-scale industries or in any other manner and for that purpose the Borrower and the Bank have executed an Agreement dated 05/12/2002 .... containing inter alia the general terms and conditions on which the various such facilities will be granted and which Agreement is hereinafter referred to as the 'General Agreement.

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

यत: ऋणी के सभी साम्प्रतिक एवं भावी माल वही-ऋण, जंगम वस्तुए और अन्य आस्तियां सामान्य करार के निबन्धनों के अनुसार बैंक को आडमानित हैं।

WHEREAS all present and future goods-book-debts movables and other assets of the Borrower stand hypothecated to the Bank in terms of the General Agreement.

यत: ऋणी द्वारा बैंक को इस प्रकार आडमानित माल, वही, ऋण, जंगम वस्तुओं और अन्य आस्तियों के बारे में बैंक इस प्रकार आडमानित माल, बही-ऋण, जंगम वस्तुओं और अन्य आस्तियों में से केवल कुछ ही के एवज में आहरण के प्रयोजन लिए ऋण सीमाए नियत कर सकेगा।

WHEREAS in respect of the goods-book debts movables and other assets so hypothecated by the Borrower to the Bank the Bank may fix limits for purpose of drawings only against some of such goods book-debts movables and other assets to hypothecated.

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR

और यतः उसके अनुसरण में बैंक ऋणी को आहरणों के प्रयोजनार्थ ऋण सीमाए नियत करते हुए इस प्रकार के माल, बही ऋण जंगम वस्तुओं और अन्य अस्तियों के अडमान द्वारा प्रतिभूत केश-क्रेडिट के रूप में सौकर्य मन्जूर करने के लिए सहमत हो गया है,

AND WHEREAS in pursuance thereof the Bank has agreed to grant accommodation to the the Borrower by Way of cash-credit secured by hypothecation of such good-debts movables and other assets fixing the limits for limits for the purposes of such drawings;

एतद्द्वारा निम्न करार है :-

1-अडमान द्वारा प्रतिभूत और अन्य बातों के साथ-साथ, सामन्य करार के खण्ड 2 और 3 में निर्दिष्ट, केश-क्रेडिट को उपर उल्लिखित ऋण सुविधा के अधीन आहरण के प्रयोजन के लिए ऋण सीमाओं की संकलित राशि रु.................. .... (रुपये.. ....) मात्र होगी और फिर भी बैंक इस करार के अधीन ऐसे कैश क्रडिट खाते में स्वविवेक को छोड़कर और किसी भी दशा में बैंक को आडमानित तथा बैंक को दिए व बैंक द्वारा प्रतिगृहीत स्टाक विवरणों के अन्तर्गत आने वाले, माल, वही-ऋण, जंगम वस्तुओं और अन्य आस्तियों के बाजार मूल्य (जो सामान्य-मूल्य से अधिक न हो) जिसमे से यहां नीचे उपदशित हैं वैसी प्रतिशत की मार्जिन की रकम घटा दी जाएगी की राशि के बराबर से अधिक ऋण देने या जारी रखने के लिए अपेक्षित नहीं होगा :-

It is hereby agreed as follows :-

1. The aggregate of the limits for the purpose to drawing under the above mentioned facility of Cash credit secured by hypothecation and inter alia, referred to in clauses 2 and 3 of the General Agreement shall be a sum of Rs. 2,00,00,000/- ....(Rupees. Two Crore only ....only) and the Bank shall not, however, be required to make continue abvances under this Agreement on such cash credit account otherwise that at its discretion and in no circumstances exceeding a sum equal to the the market value (not being in excess of the normal value) of the goods, book-debts, movables and other assets hypothecated to the Bank and covered by stock statements furnished to and accepted by the Bank reduced by the margins at such percentage as is indicated herein below :-

ऋण सुविधा का स्वरुप Nature of facility	अडमानित आस्तियों का वर्णन Description of assets hypothecated	मार्जिन प्रतिशत Margins %
CC (Hyp)	Stocks of Raw Material	25%
	Stock in process	25%
	Finished Goods	25%
	Spares and Consumables	25%
	Book Debts	40%

Gouri
MANAGING DIRECTOR.

२. यह कि बैंक द्वारा भारतीय स्टेट बैंक की ऋण दर से..............% अधिक किन्तु न्यूनतम.............. ....प्रतिशत प्रतिवर्ष की दर से ब्याज प्रभारित किया जाएगा।

2. That interest shall be charged by the Bank at the rate of 1.50% per cent over the State Bank of India advance Rate with a minimum of 12% per cent per annum,

३. जहाँ उक्त ऋण-सीमा पेकिंग क्रेडिट के रूप में हो ऋणी एतद्द्वारा वचनबद्ध और करार करता है :-

3. Where the said limit is by way of packing credit, the Borrower hereby undertakes and agrees,

For DILPREET TUBES PVT. LTD.,
Gouri
MANAGING DIRECTOR

(I) कि उक्त ऋण सीमा केवल लदान तथा/अथवा अन्तर्देशीय विक्रय के लिए माल के क्रय अथवा प्रसंसकरण के प्रयोजन के लिए उपयोग की जाएगी अन्यथा नहीं।

(i) That the said limit shall be utilised for the purchase or processing of the goods for shipment and/or inland sale not for any other purpose.

(II) यह कि उक्त माल अनुमोदित प्रत्यय-पत्रों के अधीन अथवा बैंक की लिखित सम्मति के अध्यधीन प्रत्यय-पत्रों के बिना या तो विदेशी क्रेताओं को लदान किया जाएगा या अन्तर्देशीय विक्रय के लिए प्रेषीत किया जाएगा।

(ii) That the said goods shall be either shipped to foreign buyers or despatched for inland sales whether under approved letters of credit or subject to the bank's consent in writing without letters of credit ;

(III) यह विदेश को लदान या अन्र्देशीय विक्रय के लिए प्रेषित किए जाने के लिए आशयित माल के प्रकरण में ऋणी बैंक को अनुमोदित वहन-पत्रों रेल-रसीदों मोटर रसीदों, बीजकों, बीमा पालिसियों और बिलों के परक्रामण के लिए अपेक्षित अन्य सुसंगत दस्तावेजों अथवा प्रत्यये-पत्रों के अधीन मंगाए गए दस्तावेजों के साथ बैंक के पक्ष में पृष्ठांकित तथा/अथवा परक्रामित एवं पृष्ठांकित बिलों को प्रस्थापना करेगा और उक्त दस्तावेज बैंक द्वारा स्वयं या अपने अभिकर्ताओं की मार्फत्त उनके आगम वसूल करने और उसे ऋण अथवा किसी अन्य राशि या राशियों लेखे जो कि तत्समय ऋणी द्वारा बैंक को चाहे किसी भी मद्धे देय हों विनियोजित करने की पूरी शक्ति और प्राधिकार के साथ ऋण के लिए प्रतिभूतिस्वरूप धारित किए जाएंगे और जब तक ऐसे बिल और अन्य दस्तावेज बैंक के हवाले न कर दिए जाए, बैंक को ओर से ऋणी को उधार दी गई रकम तथा/अथवा उससे खरीदे गए माल को ऋणी बैंक की ओर से अपने अत्यतिक नियंत्रण, कब्जे, और व्यन में और उनके अधीन और किसी व्यक्ति, फर्म या कम्पनी के पक्ष में किसी भार या धारणाधिकार से मुक्त धारण करेगा और उक्त देयों पर बैंक देयों पर बैंक का प्रथम धारणाधिकार होगा और बैंक किसी भी समय उन्हे बैंक के हवाले कर देने की ऋणी से अपेक्षा करने और उन पर कब्जा करने तथा तत्समय उक्त माल की अभिरक्षा धारण करने वाले सभी व्यक्तियों से बैंक को उनका कब्जा देने की अपेक्षा करने का हकदार होगा।

(iii) that in case of goods intended to be shipperd abroad or despatched for inland sales, the Borrower shall offer to the Bank bills endorsed and/or negotiated and endorsed in the Bank's favour together with the approved bills of lading railway receipts motor receipts invoices policies of insurance and other relevant document required negotiation of bills or such documents as are called for under the letters of credit and the said documents shall be held by the Bank as security for advance with full power, and authority to realise by itself or through stragents the proceeds thereof and to appropriate the same towards the advance or any other sum or sums that may for the time being remain due by the Borrower to the Bank on any account whatsoever and until such bill and other documents are made over to the Bank the Borrower shall hold and keep the amount advanced and/or the goods purchased there with in and under absolute control, possession and disposition of the Borrower and free from any charge to lien in favour of any person, firm or company on the Bank's behalf and the Bank shall have the first lien over the said dues and shall be entitled at any time to call upon the Borrowers to make over the same to the Bank and to take possession and to require all persons holding the custody of the said goods for the time being to yield up possession to the Bank.

४. यह करार सामान्य करार का अनुपूरक है और उसके साथ पढ़ा जाएगा।

4. This agreement is supplemental to and shall be read with the General Agreement.

भारतीय स्टेट बैंक के लिए और उसकी ओर से
For and on behalf of
State Bank of India

Hreadun

स्थान : Balanagar (Hyd)
Place..........

Bharat

दिनांक : 20/09/2003
Date..........

Mayur/2/11/2/96-5TForms

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

ऋणी/The Borrower

M/s. Dilpreet Tubes (P) Ltd

20/9/03
Bharat Uttam
and Sudhir V. Mehta

(N.J.) SL.NO. 46294 HPALA ... PURCHASER 106063 SEP 18 2003 EXECT/CLMT SIG OF S.R. D.R. OFFICE R.R. DIST.

भारत INDIA Rs.0000100 PB1080 STAMP DUTY ANDHRA PRADESH

Sub - Registrar Ex - Officio Stamp Vendor, P. C. Ranga Reddy

Ancillary Agreement No. 3
[To the General Agreement
(Working Capital Finance)]

SSI-14
Comp.No.2650142
Sp.505-(SIB-2)

AGREEMENT FOR THE GRANT OF SMALL INDUSTRIAL ADVANCES

(WORKING CAPITAL FINANCE)

Advances against receivables and bills in the course of collection

WHEREAS Shri/Smt./Kum. .... son of/wife of/ daugher of .... at present carrying on the business of .... as sole proprietor under the style of ..../

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 and Shri/Smt./Kum .... son of/wife of/daughter of .... at presnet carryin on the business of .... in partnership under the style of ..../

OR

Shri .... Son of .... for self and as the karta of his joint family carrying on the business of .... as joint family business under style of ..../

OR

....a society/association registered under the societies Registration Act/Co-operative societies Act and having its registered office at .... at present carrying on the business of ..../

OR

M/s. Dilpreet Tubes Pvt. Ltd. .... Limited, a company incorporated under the companies Act, and having its registered office at Plot No. 8, Nacharam Industrial Estate, Hyderabad at present carrying the business of Mfg. of Steel Tubes ....(hereinafter reffered to as "the Borrower" which expression unless repungnant to the context shall include his/her heirs, executors, administrators, representatives, successors and assigns their and each of their respective heirs executors administrators representatives successors and assigns/his/her/heirs executors administrators representatives successors and assigns its successors and assigns respectively) has requested the State Bank of India, a Bank constituted under the State Bank of India Act, 1955 (hereinafter reffered to as "the Bank" which expression unless repugnant to the context

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR

shall include its successors) to finance the Borrowers business by granting any/some/all of the facilities under the Bank's Scheme for finance of small scale industries or in any other manner and for that purpose the Borrower and the bank have executed an agreement dated 05/12/2002 containing the inter alia the general terms and conditions on which the various such facilities will be granted and which agreement is here in after reffered to as the "General Agreement'.

AND WHEREAS as part and parcel of such various facilities, the Bank has agreed to grant at the Borrowers request accommodation by way of cash credit account(s) against bills drawn on Government Department/ Agencies/Institutions or quasi-Government bodies/public sector institutions railways or other parties or Borrower's customers for the cost of goods supplied or to be accompanied by invoice and railway receipts or shipping documents and/or other documents which purport to represent the rights of the tittle to goods such as motor receipts and such bills accompanied by invoice/and/or acceptance notes and/or other documents such bills being made out in the name of the Bank or endorsed in favour of assigned to or made payable to the Bank discounted with the bank or handed over by the borrower to the Bank for collection or which may hereafter be discounted or handed over for collection from time to time

It is hereby agreed as follows :-

1. That having regard to the provisions of clause 3 of the General Agreement, the Bank shall not be required to make or continue to make advances under this agreement upon such account as aforesaid an amount at only one time exceeding in the aggregate with interest thereon the sum of Rs. 2,00,00,000/- (Rupees) Two Crores only — only) and shall not be required to make advances exceeding in the aggregate with interest a sum equal to the amount shown on the invoice/other documents attached to each bill or the value in the opinion of the Bank of the receivables represented by the consignment/security whichever is less reduced by the margins at such percentage as is indicated hereunder or as may be modified by the Bank from time to time.

Nature of facility	Description of the receivables	Margins %
cc (Hyp)	Book Debts	40

2. That interest shall be charged by the Bank at the rate of 1.50% percent over State Bank of India Advance Rate with a minimum of 12% percent per annum.

3. This agreement is supplemental to and shall be read with general agreement.

For and on behalf of
STATE BANK OF INDIA

Place Balanagar (Hyderabad)
Date 20/09/2003

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

The Borrower

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

The Common Seal of M/s. Dilpreet Tubes ... 20/09/... Bharat U. ... and Sudhir U. ...

Srinivas/2.213/11/99/20,000

(N.J.) SL.NO. भारत 46295 HPA/LA आन्ध्र प्रदेश
PURCHASER 196065 SEP 18 2003
EXECT/CLMT Rs.0000100 PB1080
SIG OF S.R.
D.R. OFFICE INDIA STAMP DUTY ANDHRA PRADESH
R.R. DIST.

Sub - Registrar,
Ex - Officio Stamp Vendor,
R. O. Ranga Reddy.

अनुषंगिक करार सं 4

सामान्य करार
(कामकाज पूंजी वित्त का)

SSI-15
2650150
Sp. 506-(SIB-2)
Ancillary Agreement No. 4

[To the General Agreement
(Working Capital Finance)]

लघु औद्योगिक ऋणों की मंजूरी के लिए करार

(कामकाज पूँजी वित्त)

AGREEMENT FOR THE GRANT OF SMALL INDUSTRIAL ADVANCES

(WORKING CAPITAL FINANCE)

Advances against General Hypothecation

यत : श्री / श्रीमती / कुमारी ....
पुत्र / पत्नी / पुत्री ....
जो इस समय एकल स्वामी की हैसियत से ....
के अभिनाम मे .... का कारोबार चला रहे हैं ।
रही हैं ।

WHEREAS Shri/Smt./Kum .... son of / wife of /
daughter of .... at present carrying on the
business of .... as sole proprietor under the
style of .... /

अथवा

श्री / श्रीमती / कुमारी ....
पुत्र / पत्नी / पुत्री ....
श्री / श्रीमती / कुमारी ....
पुत्र / पत्नी / पुत्री ....
श्री / श्रीमती / कुमारी ....
पुत्र / पत्नी / पुत्री ....
श्री / श्रीमती / कुमारी ....
पुत्र / पत्नी / पुत्री ....
जो इस समय साझेदारी में ....
के अभिनाम से .... का कारोबार चला रहे हैं । रही हैं ।

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 ....
.... and Shri / Smt. / Kum .... son of / wife of /
daughter of .... at present carrying on the business
of .... in partnership under the
style of .... /

MANAGING DIRECTOR

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

अथवा

श्री .... पुत्र ....
.... जो अपने स्वयं के लिए और अपने अविभक्त कुटुम्ब के कर्ता व्यवसाय के रुप में ....
का कारोबार अविभक्त कुटुम्ब के व्यवसाय के रुप में ....
.... के अभीनाम से चला रहे हैं ।

OR

Shri .... son of ....
for self and as the karta of his Joint family carrying on th business of ....
.... as Joint family business under the style of ....
.... /

अथवा

.... एक सोसायटी / ऐसोसिएशन जो सोसायटी रजिस्ट्रीकरण अधिनियम / को-आपरेटिव सोसायटीज अधिनियम के अधीन पंजीकृत होकर जिसका पंजीकृति कार्यालय .... पर है और जो इस समय .... का कारोबार चला रही है ।

OR

.... a society / association registered under the societies Registration Act / Co-operative Societies Act and having its registered office at ....
.... at present carrying on the business of ....
.... /

अथवा

.... लिमिटेड, जो कम्पनी अधिनियम के अधीन निर्गमित कम्पनी होकर जिसका पंजीकृत कार्यालय ....
.... पर है और जो इस समय ....
का कारोबार चला रहे है / (यत्पश्चात् ऋणी कहकर सम्बोधित है। हैं जिस अभिव्यक्ति में जब तक कि सन्दर्भ के विरुद्द न हो उसके / उनके वारिस, निष्पादक, प्रशासक प्रतिनिधि, अत्तराधिकारी तथा समानुदेशिर्ती / उनके और उनमे से प्रत्येक के वारिस, निष्पादक, प्रशासक, प्रतिनिधि, उत्तराधिकारी तथा समानुदेशिती / उसके / उसकी वारिस, निष्पादक, प्रशासक, प्रतिनिधि, अत्तराधिकारी तथा समानुदेशिती । उनके उत्तराधिकारी तथा समानुदेशिती ऋ मशः सम्मिलित होगे) ने भारतीय स्टेट बैंक अधीनियम 1955 के अधीन गठित भारतीय स्टेट बैंक (जो यत्पश्चात् बैंक कहकर सम्बोधित होग और जिस अभिव्यक्ति में जब तक कि संदर्भ के विरुध्द न हो उसके उत्तराधिकारो तथा समानुदेशिती सम्मिलित होगे) से बैंक की लघु उद्योग वित्त पोषण योजना के अंतर्गत या किसी अन्य प्रकार से कई / कुछ / सभी ऋण सुविधाए मंजूर करके ऋणी के कारोबार का वित्त पोषण करने के लिए अनुरोध किया है और इस प्रयोजन के लिए ऋणी और बैंक ने .... दिनांकित एक करार निष्पादित किया है जिसमें अन्य बातों के साथ-साथ ऐसे सामान्य निबन्धनों ओंर शत अन्तर्विष्ट हैं जिन पर ऐसी विभिन्न ऋण सुविधाए मंजुर की जाएंगी और जो यत्पश्चात् सामान्य करार से सम्बोधित होगा ।

OR

M/S. Dilpreet Tubes Pvt. Ltd. Limited, a company incorporated under the Companies Act and having its registered office at Plot No. 8, Nacharam Industrial Estate Mfg. of Steel tubes at present carrying on the business of .... (hereinafter referred to as "the Borrower" which expression unless repugnant to the context shall include his / her heirs, executors, administrators. representatives successors and assigns / their and each of their respective heirs, executors, administrators.

For DILPREET TUBES PVT. LTD.,
Gomi
MANAGING DIRECTOR

MANAGING DIRECTOR

and Sudhir V. Mehta

representatives, successors and assigns / their and each of their respective heirs executors, administrators, representatives, successors and assigns / his / her / heirs executors administrators representatives successors and assigns / its successors and assigns respectively) has requested the State Bank of India, bank constituted under the State Bank of India Act, 1955. (hereinafter referred to as "The Bank" which expression unless repugnant to the context shall include its successors and assigns) to finance the Borrower's business by granting any some all of the facilities under the Bank's scheme for finance of small scale industries or in any other manner and for that purpose the Borrower and the Bank have executed an Agreeement dated ....05/12/2002.... containing inter alia the general terms and conditions on which the various such facilities will be granted and which Agreement is hereinafter referred to as the General Agreement'.

और यत : ऐसी विभिन्न ऋण - सुविधाओ के भागस्वरूप, सामान्य करार के अधीन उस के द्वारा तथा अथवा असमें ऋणी के माल, वही - ऋण जंगम वस्तुओं और अन्य आस्तियों के सामान्य आडमान की प्रतिभूति पर ऋणी के नाम से कैश क्रेडिट खाता खोलने के लिए बैंक वचनबद्द हुआ हैं.

AND WHEREAS as part and parcel of such various facilities, the Bank has under taken to open cash credit account in the name of the Borrower upon the security of the general hypothecation of the Borrower's goods, book debts, movables and other assets under by and / or in the General Agreement.

MANAGING DIRECTOR.

निम्नलिखित रूप में करार है :

(1) सामान्य करार के खण्ड - 3 के उपबन्धों को ध्यान मे रखते हुए बैंक के इस करार के अधीन किसी एक समय ब्याज सीहत मिलाकर यधापूर्वोक्त खाते में रु .... (रुपये .... से अधिक की राशि उधार देना या जारी रखने के लिए अपेक्षित नहीं होगा ।

It is agreed as follows :

(1) That, having regard to the provisons of clause 3 of the General Agreement the Bank shall not be required to make or continue to make advances under this Agreement upon such account as aforesaid an amount at any one time exceeding in the aggregate with interest thereon the sum of Rs. 25,00,000/-.... (Rupees ....Twenty five lakhs —.......... only)

(2) यह कि बैंक द्वारा भारतीय स्टेट बैंक की ऋण दर से .... प्रतिशत अधिक किन्तु न्यूनतम .... प्रतिशत प्रतिवर्ष की दर से ब्याज प्रभारित किया जाएगा ।

(2) That interest shall be charged by the Bank at the rate of ....1.50%.... per cent above the State Bank of India advance Rate with a minimum of ....12%.... per cent per annum.

(3) कि बैंक द्वारा मांग की जाने पर यथापूर्वोक्त ब्याज तथा खर्च, यदि कोई हों, की राशि के साथ ऋण के प्रतिसंदाय के लिए ऋणी वचनबद्द होंता हैं । तथापि बैंक स्वविवेकनुसार किसी विनिर्दिष्ट अवधि में या .... रुपये की समान राशि की .... किश्तों तथा बकाया ब्याज और खर्च, यदि कोई हो, के साथ रु .... के अन्तिम भुगतान के रूप में संदाय की अनुज्ञा दे सकता है तथा किसी भी परिस्थिति में ऐसी किश्तों, व ब्याज तथा खर्च सहित खाते में बकाया अतिशोष के अन्तिम भुगतान के संदाय की अवधि .... माह से अधिक नहीं होगी, इस करार में अन्तर्विष्ट किसी भी बात होते हुए भी बैंक स्वविवेकानुसार किसी भी समय ऋण या उसके अपरिस्त शेष की राशि को ब्याज व खर्च के साथ मांग पर संसत्त करनें का निर्देश ऋणी को दे सकता हैं, तथा यह कि ऐसी मांग किए जाने पर ऋणी रकम का तुरन्त अदा करने का करार करता है और वचनबद्द होता है ।

JALPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

MANAGING DIRECTOR.

(3) That the Borrower undertakes to repay on demand the loan together with interest as aforesaid and costs, if any, The Bank however in its descretion may permit repayment within any specified time or by ....– equal instalments of Rs. ....–.......... and a final payment of Rs. 25,00,000/-... together with interest outstanding and costs if any and in no case such instalment together with the final payment of the balance remaining due on such account together with interest and cost shall exceed ....Two...... months. Not withstanding anything contained herein the Bank may at its own discretion direct the Borrower any time to make the payment of the advance or any part thereof remaining due together with interest and cost on demand and the Borrower agrees and undertakes to pay immediately the amount on such demand being made.

(4) यह करार सामान्य करार का अनुपुरक है और उसके साथ पढां जाएगा ।

(4) This agreement is supplemental to and shall be read with the General Agreement.

भारतीय स्टेट बैंक के लिए और उनकी ओर से

For and on behalf of
STATE BANK OF INDIA

For STATE BANK OF INDIA

Balanagar, Hyd

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

....
ऋणी / Borrower

स्थान
Place Balanagar (Hyderabad)

दिनांक
Date 20/09/2003

M/S. Dilpreet Tubes (P) Ltd

20/09/03

Bharat V. Mehta

and Sudhir V. Mehta

Sapphire/2-149/10-99/800 Units.

(N.J.) SL.NO. भारत 46296 HPA/LA आंध्र प्रदेश
PURCHASER 128063 SEP 18 2003
EXECT/CLMT Rs.0000100 PB1080
SIG OF S.R. INDIA STAMP DUTY ANDHRA PRADESH
D.R. OFFICE
R.R. DIST.

Sub - Registrar
Ex - Officio Stamp Vendor,
R. O. Ranga Reddy

अनुषागिंक करार सं. - ६
सामान्य करार
(कामकाज पूंजी वित्त का)

SSI 17
Comp. No. 2650177
Sp. 508 (SIB-2)
Ancillary Agreement No. 6
[To the General Agreement
(Working Capital Finance(]

लघु औद्योगिक ऋणों की मंजूरी के लिए करार

(कामकाज पूंजी विस्त)

Agreement for the Grant of Small Industrial Advances

(WORKING CAPITAL FINANCE)

बाबत् : प्रत्यय-पत्र, गारन्टी तथा क्षतिपूर्ति विलेख

Re : Letters of Credit Guarantees and indemnities

यतः श्री/श्रीमती/कुमारी ....
पुत्र/पत्नी/पुत्री ....
जो इस समय एकल स्वामी की हैसियत से ....
के अभिनाम से .... के कारोबार चला रहे है/
रही है।

WHEREAS Shri/Smt./Kum .... son of /
wife of/ daughter of .... at present
carrying on the business of .... as sole proprie-
tor under the style of ..../

अथवा

श्री/श्रीमती/कुमारी ....
पुत्र/पत्नी/पुत्री ....
श्री/श्रीमती/कुमारी ....
पुत्र/पत्नी/पुत्री ....
श्री/श्रीमती/कुमारी ....
पुत्र/पत्नी/पुत्री ....
श्री/श्रीमती/कुमारी ....
पुत्र/पत्नी/पुत्री ....
जो इस समय साझेदारी में ....
के अभिनाम से .... कारोबार चला रहे है/रही है।

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 and Shri/Smt./Kum .... son of/wife of/daughter
of .... at presnet carryin on the business of
.... in partnership under the style
of ..../

MANAGING DIRECTOR

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR

अथवा

श्री .... पुत्र ....
.... जो अपने स्वयं के लिए और अपने अविभक्त कुटुम्ब के कर्ता
के रूप में ....
का कारोबार अविभक्त कुटुम्ब के व्यवसाय के रूप में ....
.... के अभिनाम से चला आ रहा है।

OR

Smt .... son of ....
for self and as the karta of his joint family carrying on the business of ....
.... as joint family business under the style of ....
..../

अथवा

.... एक सोसायटी/एसोसिएशन जो सोसांयटी रजिल्ट्रीकरण अधिनियम/को-आपरेटिव्ह सोसाइटीज अधिनियम के अधीन पंजीकृत होकर जिसका पंजीकृत कार्यालय .... पर है ओर जो इस समय
.... का कारोबार चला रही है।

OR

.... a society/association registered under the societies Registration Act/Co-operative societies Act and having its registered office at ....
.... at present carrying on the business of ....
..../

अथवा

.... लिमिटेड, जो कम्पनी अधिनियम के अधीन निगमित कम्पनी होकर जिसका पंजीकृत कार्यालय ....
.... पर है और इस समय ....
का कारोबार चला ही रहे / (यत्पश्चात् 'ऋणी' कहकर सम्बोधिन है/ हूँ जिस अभिव्यक्ति में जब तक कि सन्दर्भ के विरूध्द न हो उसके / उनके वारिस, निष्पादक, प्रशासक, प्रतिनिधि, उत्तराधिकारी तथा समनुदेशिती/उनके और उनमें से प्रत्येक के वारिस, निष्पादक, प्रशासक, प्रतिनिधि उत्तराधिकारी तथा समानुदेशिती/उसके/उसकी वारिस, निष्पादक, प्रशासक, प्रतिनिधि, उत्तराधिकारी तथा समनुदेशिती/उनके उत्तराधिकारी तथा समनुदेशिती क्रमशः सम्मिलित होंगे) ने भारतीय स्टेट बैंक अधिनियम, १९५५ के अधीन गठित भारतीय स्टेट बैंक (जो यत्परचात् 'बैंक' कहकर सम्बोधित होगा और जिस अभिव्यक्ति में जब तक कि सन्दर्भ के विरूध्द न हो उसकेउत्तराधिकारी तथा समनुदेशिती सम्मिलित होंगें) से बैंक की लघु उद्योग वित्त योजना के अन्तर्गत या किसी अन्य प्रकार से कोई/कुछ/सभी ऋण सुविधाएं मंजूर करके ऋणी के कारोबार का पोशन करने के लिए अनुरोध किया है ओर इस प्रयोजन के लिए ऋणी और बैंक ने .... दिनांकित एक करार निष्पादित किया है जिसमें अन्य बातों के साथ-साथ ऐसे सामान्य निबन्धन और शर्ते अन्तर्वीष्ट है जिन पर ऐसी विभिन्न ऋण सुविधाए मंजूर की जाएगी और जो यत्पश्चत् 'सामान्य करार' से सम्बोधित होगा।

OR

M/s. Dilpreet Tubes Pvt. Ltd. .... Limited, a company incorporated under the Companies act and having its registered office at Plot No. 8, N4 Charam Industrial Estate, Hyderabad at present carrying on the business of Mfg. of Steel Tubes .... (hereinafter referred to as "the Borrower" which expression unless repungnant to the context shall include his/her heirs, executors, administrators, representatives successors and assigns/their and each of their respective heirs executors administrators representative successors and assigns / his / her heirs executors administrators representatives successors and assigns / its successors and assigns respectively) has requested the State Bank of india, bank constituted

FOR DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

under the State Bank of India Act, 1955. (hereinafter referred to as "the Bank" which expression unless repungnant to the context shall include its successors and asigns) to finance the Borrower's business by granting any/some/ all of the facilities under the Bank's scheme for finance of small scale industries or in any other manner and for that purpose the Borrower and the Bank have executed an Agreement dated ....05|12|2002.................. .... containing inter alia the general terms and conditions on which the various such facilities will be granted and which Agreement is hereinafter referred to as the 'General Agreement',

और यतः सामान्य करार के निबन्धकों के अनुसार ऋणी द्वारा बैक की आडमानित माल, बही-ऋण, जंगम वस्तुओं एव अन्य अस्तियों के सामान्य आडमान की प्रतिभूति पर बैंक ऐसा विभिन्न सुविधाओं के मागं रूप में ऋणी के लिए साख-प्रत्यय-पत्र स्थापित करने/ गारन्टी और/ या क्षतिपुर्तिबन्ध पुरोधृत करने के लिए वचनबध्द हुआ है।

AND WHEREAS as part and parcel of various such facilities the bank has undertaken to open letters or credit for the Borrower/issue guarantees and/or indemnities on behalf of the Borrower upon the security of a general hypothecation of the goods, book debts movables and other assets of the Borrower hypothecated to the bank in terms of General Agreement.

एतव्द्वारा निम्न करार है :-

(१) यह कि सामान्य करार के खण्ड-३ के उपबन्धों को ध्यान में रखते हुए बैंक के लिए यह आवश्यक नही होगा कि वह किसी एक समय में ऋणी के लिए रू. .... (रुपये..................... .... केवल) से अधिक की सकल राशि के प्रत्य-पत्र स्थापित करे या करता रहे/गारन्टी और/या क्षतिपूर्ति बंध पुरोधृत करे या करता रहे। इस प्रयोजन के लिए मार्जिन की राशि निम्नलिखित रूप में होगी और प्रत्यय-पत्र स्थापित करने या गारन्टी और/या क्षतिपूर्ति बन्ध पुरोधृत कने के समय ऋणी पर्याप्त नगद राशि बैंक को प्रतिग्राह्य प्रतिभूतियां जमा करे मार्जिन को व्यवस्था करेगा :-

(1) प्रत्यय-पत्र ....%

(2) गारन्टी ....%

(3) क्षतिपूर्तिबन्ध ....%

For [illegible] TUBES PVT. LTD.,
MANAGING DIRECTOR

It is hereby agreed as follows :-

1. That having regard to the provisions of clause 3 of the General Agreement, the Bank shall not be required to open or continue to open letters of credit on behalf of the Borrower issue or continue to issue guarantees and/or indemnities on behalf of the Borrower for an amount at any one time exceeding in the aggregate the sum of Rs. 2,00,00,000/- .... (Rupees Two crore only ....only) The margins for this purpose are as provided hereunder and the Borrower shall provide the margins by depositing sufficient cash or other security acceptable to the Bank at the time of oepning Letters of Credit or issuing guarantees indemnities ;

1. Letter of Credit ....10......... %
2. Guarantees .... %
3. Indemnities .... %

(२) ऋणी के निर्वारित फार्म पर आवेदन करने पर बैंक द्वारा ऋणी की और से ऐसे प्रत्यय-पत्र स्थापित किऐ जा सकेगें और ऐसे आवेदन-पत्र में अधिकाधिक निबन्ध एवं शर्ते इस करार का भागरूप होगां।

(2.) Such letters of credit may be opened by the bank on behalf of the borrower on the borrower making the necessary application on the prescribed form and the terms and conditions laid down in such application shall form part of the Agreement.

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

(३) ऋणी के लिए ऐसी गैंरटिया या/और क्षतिपुर्ति गन्य ऐसी शर्तो व निबन्धन के अध्यधीन पुरोधत किए जायेगें जो करार पाई जाय और जिनमें प्रति-गांरटी (यदि कोई हो) का निष्पादन/अभिव्यक्ति सम्मिलित रहेगी।

(3) Such guarantees and or indemnities may be issued by the Bank on behalf of the Borrower, subject to such terms and conditions as may be agreed upon including the execution and/or abtention of a counter guarantee, if any.

(४) यह करार सामान्य करार का अनुपुरक है तथा उसके साथ पढ़ा जाएगा।

(4) This agreement is supplemental to and shall be read with the General Agreement.

भारतीय स्टेट बैंक के लिए और उनको और से

For and on behalf of

STATE BANK OF INDIA

For STATE BANK OF INDIA

Hd, Balanagar

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

M/s. Dilpreet Tubes (P) Ltd.

... Board of directors

... 20/09/03

of the Company ... V. Mehta

in the presence of Bharat

and Sudhir V. Mehta.

ऋणी / The Borrower

स्थान

Place Balanagar (Hyderabad)

दिनांक

Date 20/09/2003

Bharat

or any of its remedies upon or under any securities taken or proposed to be taken as on the date of this Agreement or may be taken, after such date and any collateral security or securities now or hereafter held by the Bank and that no such release or forbearance as aforesaid shall have the effect releasing the Guarantor (s) from his/ her / their liability or of prejudicing the Bank's rights and remedies against him/her/them under this Agreement or otherwise and that he she/they shall have no right to the benefit of any security that may be held at any time by the Bank until the Claim of the Bank against the Borrower in respect of the said Cash Credit Account and of all (if any) other claims of the Bank against the Borrower on any other accounts whatsoever shall not have been fully satisfied and then in so for only as such security shall not have been exhausted for the purpose of realising the amount of the Bank's claims and rateably only with other guarantor (s) or other persons (if any) entitled to the benefit of such securities respectively.

(10) That notwithstanding anything contained in Section 133 of the Contract Act or in any other provision of law, the Guarantor (s) will not claim to be discharged to any extent because of the Bank varying any of the terms and conditions whether contained in the General Agreement and Supplemental General Agreement if any and/or any Ancillary Agreement (s) or any other Agreement or letter or not and on which the facility by way of the said Cash Credit Account has been made to the Borrower and for this purpose and in particular any excess drawings over and above the sanctioned limit of the said Cash Credit Account allowed by the Bank at or without the specific request of the Borrower shall not discharge the Guarantor (s) from his/her/their liability.

(11) That if the Borrower shall become insolvent bankrupt enter into liquidation (compulsory anvoluntary or make any arrangement or composition with creditors the Bank may) notwithstanding payment to the Bank by the Guarantor (s) or any other persons of the whole or any part of the amounts hereby secure) rank as creditor and prove against the estate of the Borrower for the full amount of all the Bank's claim against the Borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends composition or other payments thereon to the exclusion of all rights of the Guarantor (s) as such Guarantor (s) for the Borrower in competition with the Bank until all the claims of the Bank are fully satisfied and the Guarantor (s) will not by paying off the amounts payable by him/her/them or any part thereof or otherwise prove or claim against the Borrower have been satisfied and the Bank may enforce and recover payments from him/her/them of the full amount payable by him/her/ them notwithstanding any such proof of composition as aforesaid.

(12) That the Guarantor (s) will not terminate the guarantee and/or any or other of the undertakings contained herein unless a sufficent notice of the intention on his/her/their part to terminate the guarantee had been given to the Bank and a reasonable time is allowed to lapse thereafter fur such termination to take effect.

(13) The Guarantor (s) shall forthwith on demand made by the Bank deposit with the Bank such sum or security or further sum or security as the Bank may from time to time specify as security for the due fulfilment of his/her/ their obligations under this Guarantee and any security to deposit with the Bank may be sold by the Bank after giving to the Guarantor a reasonable notice of sale and the said sum or the proceeds of the sale of the securities may be appropriated by the Bank in or towards satisfaction of the obligations and any liability arising out of non-fulfilment thereof by the Guarantor.

(14) The absence or informality of powers on the part of any one at more of the Guarantors to give guarantees and or indemnities or any irregularity in the exercise of such powers shall not affect the liability of the other or others of the Guarantors.

For Vinayak Tubes Pvt. Ltd.

mg. Director

For Vinayak Tubes Pvt. Ltd.

Managing Director

For Vinayak Tubes Pvt. Ltd.

Managing Director

(15) That the guarantee hereby given is in addition to the guarantee (s) given by me/us to the Bank in respect of the facility (ies) of the financial accommodation by way of cash credit granted by the Borrower as follows:

Cash Credit Limits	Guarantee Agreement dt.
1	1
2	2
3	3

For Vinayak Tubes Pvt. Ltd. For Vinayak Tubes Pvt. Ltd.

Mg. Director

Managing Director

Signed, Sealed and delivered by the said

Shri M/s. Vinayak Tubes (P) Ltd and)
(Guarantor)

Address M/s. Vinayaks Tubes (P) Ltd
Factory - Regd. Office - Sy. No. 843/A, IDA, Medchal (M), R.R. Dt.

Shri ______
(Guarantor)

Address ______

For Vinayak Tubes Pvt. Ltd.

Director

in the presence of
Witness (A. SAI PRASAD)
Designation Dy. Manager (A)
Address SBI, Balanagar, Hyderabad.

Witness
Designation Dy Manager (Cr)
Address SBI Balanagar Hyd

The Common Seal of M/s
M/S. Vinayak Tubes (P) Ltd Pvt Ltd
Has been affixed here in to
Pursuant to the resolution
Passed by the Board of directors
of the Company on Dt 20/09/03
in the Presence of Vishnu Kumar.

Place Balanagar (Hyderabad)

Date 20/09/03

BGSL B.G. STEELS PVT. LTD.

Regd. Off : 2-3-577/2, 1st Floor, Sri Sai Complex, Minister Road, Secunderabad - 500 003.
FACTORY : Survey No.843/A, IDA, Medchal, Ranga Reddy (Dist) - 501 401

Phones : Off : 7814135, 7897753, Fax : 91-040-7813960, Fac : 928-22423, 22848

Ref:................ Date:................................

TRUE EXTRACTS OF THE BOARD RESOLUTION PASSED IN THE BOARD MEETING DULY HELD ON 20.9.03.

Letter No. Dated 20.9.03 received from the State Bank of India, Balanagar Branch in connection with Grant of various credit facilities to **M/s. Dilpreet Tubes Pvt. Ltd.,** Nacharam, Hyderabad was placed before the Board Meeting and after consideration there-of "IT WAS RESOLVED that the Company had decided to give Guarantee for the various credit facilities either in Indian or Foreign Currencies to the tune of Rs. 425 Lakhs (total of all advance limits) granted to Dilpreet Tubes Pvt. Ltd., by way of overdrafts, cash credits, term loans, pre-shipment and post-shipment credit, opening of letter of credit, issuing of guarantees including deferred payment guarantees and indemnities, negotiation and discounting of demand and/or usance bill and cheques in land as well as foreign and such other facilities as may be agreed upon from time to time between the Bank and M/s. Dilpreet Tubes Pvt. Ltd.

FURTHER RESOLVED Sri. Baldev Singh, Managing Director of the Company be and is hereby authorized to furnish the required guarantees to the Bank for the various credit facilities granted to M/s. Dilpreet Tubes Pvt. Ltd., Nacharam, Hyderabad.

"FURTHER RESOLVED that Sri. Baldev Singh, Managing Director of the Company be and is hereby authorized to execute the necessary documents required by the Bank in this connection and the common seal of the company be affixed wherever necessary in the presence of Sri. Surender Singh, Director of the Company in terms of Articles of Association of the Company."

CERTIFIED COPY

For B. G. Steels (P) Ltd.

Director

On behalf of the Board,

Baldev Singh

(BALDEV SINGH)
Managing Director.

(N.J.) SL.NO. भारत 46298 HPA/LA आंध्र प्रदेश
PURCHASER 131061 SEP 18 2003
EXECT/CLMT
SIG OF S.R. R. 0000100 PB1080
D.R. OFFICE
R.R. DIST. INDIA STAMP DUTY ANDHRA PRADESH SSI-11

Guarantee Agreement for Small Industrial Advances

(WORKING CAPITAL FINANCE)

Sub-Registrar,
Ex - Officio Stamp Vender,
R. O. Ranga Reddy.

WHEREAS (M/s. Dilpreet Tubes (P) Ltd

Name of the borrower

hereinafter referred to as 'the Borrower' with expression shall include his/her/their/its heirs executors, representative, administrators, successors and assigns) and the State Bank of India a Bank constituted under the State Bank of India Act, 1955 (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) have enterered into a General Agreement dated 05/12/2005 Supplemental General Agreement dated _______ for grant by the Bank of Small Industrial Advances to the borrower (hereinafter referred to as "the General Agreement" / "Supplemental General Agreement'.)

AND WHEREAS in pursuance of the General Agreement / Supplemental General Agreement (s) the Borrower has requested the Bank and the Bank has agreed by its letter No. _______ dated 20/09/03 to grant to the Borrower a facility of financial accommodation by way of cash credit to the extent of Rs. 22500 000 (hereinafter referred to as the "said Cash Credit Account") in evidence of which Agreement (s) dated 20/09/03 has/have been entered into between the Bank and the Borrower (hereinafter referred to as 'the Ancillary Agreement (s)'

AND WHEREAS one of the terms of the said facility financial accommodation by way of cash credit is that the said cash credit account shall be secured by the guarantee of Shri/Smt./Kum./_______ son of/wife of/daughter of _______
M/s. B.G. Steels (P) Ltd _______ Shri/Smt./Kum. _______
represented by its MD. Sri Bal Dev Singh son of/wife of/daughter of
_______ Shri/Smt./Kum. _______
_______ son of wife of/daughter of _______
_______ and Shri/Smt./Kum. _______
_______ son of/wife of/daughter of _______

(hereinafter referred to as 'the Guarantor (s)' which expression shall include his/her/their/respective heirs, executors, representatives, administrators, successors and assigns) has/have agreed to furnish the necessary guarantee to the Bank for the facility referred to above.

AND NOW in consideration of the Bank granting having granted at the request of the Guarantor (s) the above referred cash credit accommodation to the Borrower the Guarantor (s) hereby agree (s) and undertake (s) as follows :-

(1) That the Guarantor (s) guarantee (s) to the Bank the repayment by the Borrower of all moneys at any time payable by the Borrower to the Bank in respect of the said cash credit account (s) and also the payment and discharge of all indebtedness and liabilities of the Borrower to the Bank in respect of any bills of exchange, promissory notes or instruments at any time drawn made accepted or endorsed by the Borrower solely or jointly with others which the Bank may discount or become interested in together with all interest charges, costs (between attorney/advocate and client) and expenses payable to or incurred by the Bank in relation thereto and will forthwith on demand pay to the Bank all such moneys (not exceeding Rs. 42500000/- (Rupees Four Crore Twenty Five Lakhs) together with interest cost charges and/or any other moneys as shall be pay due to the Bank in respect of the said cash credit account (s).

(2) That the Guarantor (s) agree (s) that this guarantee shall be a continuing one notwithstanding that the said Cash Credit Account may at any time or from time to time be brought to credit until notice in writing that the same is closed is given by the Bank to the Guarantor (s).

(3) The Guarantor (s) acknowledge (s) having read and understood the General Agreement and Supplemental General Agreement if any the Ancillary Agreement and all the correspondence between the Bank and Borrower, particularly the letter referred to in the preamble above and all these documents particularly the General Agreement, and Supplemental General Agreement if any the Ancillary Agreement and the letter referred to above shall be read as part and parcel of this guarantee to any extend required,

For B. G. Steels Pvt. Ltd.,
Managing Director

For B. G. Steels Pvt. Ltd.,
Managing Director

(4) That in the case of the Borrower being a firm the guarantee and obligations hereunder shall not be affected by any Change in the constitution or style of such firm whether consisting of or reduced to one individual at any time and all members from time to time thereof shall be bound hereby notwithstanding any change in the constitution or style of the firm whether consisting of or reduced to one individual or any time and being more than one individual all of them shall be bound hereby jointly and severally.

(5) That in the event of the Guarantor (s) being more than one individual unconnected in partnership each and every one of such individuals shall be severally liable to the bank for the full amount of the liability under the guarantee and the Bank shall be at liberty to sue either or any of them in respect of such liability without joining the other or others of them and notwithstanding any decree in any such suit subsequently to sue the other or others of them and to proceed to judgement and execution at the option of the Bank until its claim is fully satisfied.

(6) The Bank shall be at liberty and without the consent or knowledge of the Guarantor (s) at any time or from time to time to grant to the Borrower or any person liable for him any time or indulgence and to determine enlarge or vary the Bank's credit to take or not to take and if taken to very exchange or take other security or release or part with any securities held or to be held the Bank for or on account of the said Cash Credit Account or any part thereof or to renew any bill note or other negotiable instrument and to compound or make any other arrangement with the or any person so liable with or for the Borrower / without releasing or discharging / or in any manner affecting the Guarantor (s) liability under the guarantee

(7) That the guarantee hereby given is independent and district from and security that the Bank has taken or may take in any manner whatsoever whether it be by way of hypothecation pledge and / or any mortgage and / or any other charge over goods, book debts movables and other assets and or any other property movable or immovable and that Guarantor (s) has / have not given the guarantee upon any understanding faith or belief that the Bank has taken and/or may hereafter take any or other such security and that notwithstanding the provisions of Sections 140 and 141 of the Indian Contract Act, 11/2, or any other section of that Act, or any other law the Guarantor(s) will not claim to be discharged to any extent because of the Bank's failure to take or any other such security or in requiring or obtaining any or other such security or losing for any reason whatsoever including reasons attributable to its default and neglegence benefit of any or other such security or any rights to any other such security that have been or could have been taken.

(8) That without prejudice to the effect in any manner whatsoever of the foregoing clause, where the said Cash Credit Account is secured or intended to be secured in any manner whatsoever by or over any property movable or immovable whatsoever by way of hypothecation, pledge and/or mortgage of and or any charge over goods, book debts, movables and other assets by of under the General Agreement and Supplemental General Agreement if and/or any Ancillary Agreement or any other Agreement or letter or otherwise the Guarantor (s) will not be concerned in any manner with any or other such security that the Bank has taken or propose to take or may take and that the Bank's failure in requiring or obtaining and or other such security or in the observance or performance of any of the stipulations or terms contained in the General Agreement and Supplemental General Agreement if any and/ or Ancillary Agreement or any other Agreement or letter and default of the Bank in requiring or enforcing the observance or performance of any of the said stipulations or terms shall not have the effect releasing the Guarantor (s) from his/her/their liability and/or of prejudicing the Bank's rights or remedies against the Guarantor (s) under this Agreement otherwise.

(9) That the Bank shall be at liberty to have the said Cash Credit Account or any part their of secured by any security other than those taken or proposed to be taken as on the date of this Agreement and to release to forbear to enforce all

For B. G. Steels Pvt. Ltd.,

Managing Director

For B. G. Steels Pvt. Ltd.,

Managing Director

or any of its remedies upon or under any securities taken or proposed to be taken as on the date of this Agreement or may be taken after such date and any collateral security or securities now or hereafter held by the Bank and that no such release or forbearance as aforesaid shall have the effect releasing the Guarantor (s) from his/her/their liability or of prejudicing the Bank's rights and remedies against him/her/them under this Agreement or otherwise and that he she/they shall have no right to the benefit of any security that may be held at any time by the Bank until the Claim of the Bank against the Borrower in respect of the said Cash Credit Account and of all (if any) other claims of the Bank against the Borrower on any other accounts whatsoever shall not have been fully satisfied and then in so for only as such security shall not have been exhausted for the purpose of realising the amount of the Bank's claims and rateably only with other guarantor (s) or other persons (if any) entitled to the benefit of such securities respectively.

(10) That notwithstanding anything contained in Section 133 of the Contract Act or in any other provision of law, the Guarantor (s) will not claim to be discharged to any extent because of the Bank varying any of the terms and conditions whether contained in the General Agreement and Supplemental General Agreement if any and/or any Ancillary Agreement (s) or any other Agreement or letter or not and on which the facility by way of the said Cash Credit Account has been made to the Borrower and for this purpose and in particular any excess drawings over and above the sanctioned limit of the said Cash Credit Account allowed by the Bank at or without the specific request of the Borrower shall not discharge the Guarantor (s) from his/her/their liability.

For B. G. Steels Pvt. Ltd.,

Managing Director

(11) That if the Borrower shall become insolvent bankrupt enter into liquidation (compulsory anvoluntary or make any arrangement or composition with creditors the Bank may) notwithstanding payment to the Bank by the Guarantor (s) or any other persons of the whole or any part of the amounts hereby secure) rank as creditor and prove against the estate of the Borrower for the full amount of all the Bank's claim against the Borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends composition or other payments thereon to the exclusion of all rights of the Guarantor (s) as such Guarantor (s) for the Borrower in competition with the Bank until all the claims of the Bank are fully satisfied and the Guarantor (s) will not by paying off the amounts payable by him/her/them or any part thereof or otherwise prove or claim against the Borrower have been satisfied and the Bank may enforce and recover payments from him/her/them of the full amount payable by him/her/them notwithstanding any such proof of composition as aforesaid.

(12) That the Guarantor (s) will not terminate the guarantee and/or any or other of the undertakings contained herein unless a sufficent notice of the intention on his/her/their part to terminate the gua antee had been given to the Bank and a reasonable time is allowed to lapse thereafter fur such termination to take effect.

(13) The Guarantor (s) shall forthwith on demand made by the Bank deposit with the Bank such sum or security or further sum or security as the Bank may from time to time specify as security for the due fulfilment of his/her/their obligations under this Guarantee and any security to deposit with the Bank may be sold by the Bank after giving to the Guarantor a reasonable notice of sale and the said sum or the proceeds of the sale of the securities may be appropriated by the Bank in or towards satisfaction of the obligations and any liability arising out of non-fulfilment thereof by the Guarantor.

(14) The absence or informality of powers on the part of any one at more of the Guarantors to give guarantees and or indemnities or any irregularity in the exercise of such powers shall not affect the liability of the other or others of the Guarantors.

For B. G. Steels Pvt. Ltd.,

Managing Director

(15) That the guarantee hereby given is in addition to the guarantee (s) given by me/us to the Bank in respect of the facility (ies) of the financial accommodation by way of cash credit granted by the Borrower as follows:

Cash Credit Limits	Guarantee Agreement dt.
1	1
2	2
3	3

For B. G. Steels Pvt. Ltd.,

Managing Director

Signed, Sealed and delivered by the said

Shri M/s. B. G. Steels (P) Ltd and)
(Guarantor)

Address M/s. B.G. Steels (P) Ltd.
Regd. Office 2-3-577/2, 1st Floor,
Sri Sai Complex, Minister Rd., Sec'bad

Shri ____________
(Guarantor)

Address
(Fact) Sy. No. 843/A,
IDA, Medchal, R.R. Dist)

in the presence of

Witness (A. SAI PRASAD)

Designation Dy. Manager

Address SBI, Balanagar, Hyderabad

Witness

Designation ADR Tejo, Dy Manager (O)

Address

The Common Seal of M/s
M/s. B.G. Steels (P) Ltd Pvt.
Has been affixed hereto
Pursuant to the resolution
Passed by the Board of Directors
of the Company on Dt. 20/09/03
in the Presence of Surender Singh.

Place Balanagar (Hyderabad)

Date 20.09.2003

S.M.P./7-88/15,000 Forms

For B. G. Steels (P) Ltd.

Director

☎ Fac : 928 - 223162
223163, 225227
Fax : 91 - 40 - 55330360

GURPREET GALVANISING PVT. LTD.

FABRICATORS, GALVANISERS OF STRUCTURALS & TUBES

Regd. Office - Cum - Factory : Survey No. 834, Medchal (M) Ranga Reddy (Dist)

Ref:

Date:..........................

TRUE EXTRACTS OF THE BOARD RESOLUTION PASSED IN THE BOARD MEETING DULY HELD ON 20/9/2003

Letter No. Dated received from the State Bank of India, Balanagar Branch in connection with Grant of various credit facilities to **M/s. Dilpreet Tubes Pvt. Ltd.,** Nacharam, Hyderabad was placed before the Board Meeting and after consideration there-of "IT WAS RESOLVED that the Company had decided to give Guarantee for the various credit facilities either in Indian or Foreign Currencies to the tune of Rs. 425 Lakhs (total of all advance limits) granted to Dilpreet Tubes Pvt. Ltd., by way of overdrafts, cash credits, term loans, pre-shipment and post-shipment credit, opening of letter of credit, issuing of guarantees including deferred payment guarantees and indemnities, negotiation and discounting of demand and/or usance bill and cheques in land as well as foreign and such other facilities as may be agreed upon from time to time between the Bank and M/s. Dilpreet Tubes Pvt. Ltd.

FURTHER RESOLVED Sri. K. Suryananarayana, Managing Director of the Company be and is hereby authorized to furnish the required guarantees to the Bank for the various credit facilities granted to M/s. Dilpreet Tubes Pvt. Ltd., Nacharam, Hyderabad.

"FURTHER RESOLVED that Sri. K. Suryanarayana, Managing Director of the Company be and is hereby authorized to execute the necessary documents required by the Bank in this connection and the common seal of the company be affixed wherever necessary in the presence of Sri. Jagjit Singh, Director of the Company in terms of Articles of Association of the Company."

CERTIFIED COPY

On behalf of the Board,

K. S. Narayana

(K. SURYANARAYANA)
Managing Director.

(N.J.) SL. NO. 46297 भारत HPALA
PURCHASER 115063 SEP 18 2003
EXECT/CLMT
SIG OF S.R. Rs. 0000100 PB1080
D.R. OFFICE INDIA STAMP DUTY ANDHRA PRADESH
R.R. DIST.

SSI-11

Guarantee Agreement for Small Industrial Advances

(WORKING CAPITAL FINANCE)

Ex-Officio Stamp Vendor

WHEREAS (M/s. Dilpreet Tubes Pvt. Ltd.
Name of the borrower

hereinafter referred to as 'the Borrower' with expression shall include his/her/their/its heirs executors, representative, administrators, successors and assigns) and the State Bank of India a Bank constituted under the State Bank of India Act, 1955 (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) have enterered into a General Agreement dated 05/12/2002 /Supplemental General Agreement dated _______ for grant by the Bank of Small Industrial Advances to the borrower (hereinafter referred to as "the General Agreement" / "Supplemental General Agreement'.)

AND WHEREAS in pursuance of the General Agreement / Supplemental General Agreement (s) the Borrower has requested the Bank and the Bank has agreed by its letter No. _______ dated 20/09/03 to grant to the Borrower a facility of financial accommodation by way of cash credit to the extent of Rs. 22500,000/- (hereinafter referred to as the "said Cash Credit Account") in evidence of which Agreement (s) dated 20/09/03 has/have been entered into between the Bank and the Borrower (hereinafter referred to as 'the Ancillary Agreement (s)'

AND WHEREAS one of the terms of the said facility financial accommodation by way of cash credit is that the said cash credit account shall be secured by the guarantee of Shri/Smt./Kum./_______ son of/wife of/daughter of _______ M/s. Gurupreet Galvanizing Pvt. Ltd. Shri/Smt./Kum. _______ represented by its MD. Sri K. Slyanarayana son of/wife of/daughter of _______ Shri/Smt./Kum. _______ son of wife of/daughter of _______ and Shri/Smt./Kum. _______ son of/wife of/daughter of _______

(hereinafter referred to as 'the Guarantor (s)' which expression shall include his/her/their/respective heirs, executors, representatives, administrators, successors and assigns) has/have agreed to furnish the necessary guarantee to the Bank for the facility referred to above.

AND NOW in consideration of the Bank granting having granted at the request of the Guarantor(s) the above referred cash credit accommodation to the Borrower the Guarantor (s) hereby agree (s) and undertake (s) as follows :-

(1) That the Guarantor (s) guarantee (s) to the Bank the repayment by the Borrower of all moneys at any time payable by the Borrower to the Bank in respect of the said cash credit account (s) and also the payment and discharge of all indebtedness and liabilities of the Borrower to the Bank in respect of any bills of exchange, promissory notes or instruments at any time drawn made accepted or endorsed by the Borrower solely or jointly with others which the Bank may discount or become interested in together with all interest charges, costs (between attorney/advocate and client) and expenses payable to or incurred by the Bank in relation thereto and will forthwith on demand pay to the Bank all such moneys (not exceeding Rs. 42500000/- (Rupees Four Crore Twenty Five Lacs -) together with interest cost charges and/or any other moneys as shall be pay due to the Bank in respect of the said cash credit account (s).

(2) That the Guarantor (s) agree (s) that this guarantee shall be a continuing one notwithstanding that the said Cash Credit Account may at any time or from time to time be brought to credit until notice in writing that the same is closed is given by the Bank to the Guarantor (s).

(3) The Guarantor (s) acknowledge (s) having read and understood the General Agreement and Supplemental General Agreement if any the Ancillary Agreement and all the correspondence between the Bank and Borrower, particularly the letter referred to in the preamble above and all these documents particularly the General Agreement, and Supplemental General Agreement if any the Ancillary Agreement and the letter referred to above shall be read as part and parcel of this guarantee to any extend required,

For Gurpreet Galvanising Pvt. Ltd.
K. S. Narayana
Managing Director

For Gurpreet Galvanising Pvt. Ltd.
Managing Director

For Gurpreet Galvanising Pvt. Ltd.
Managing Director

For Gurpreet Galvanising Pvt. Ltd.
Managing Director

(4) That in the case of the Borrower being a firm the guarantee and obligations hereunder shall not be affected by any Change in the constitution or style of such firm whether consisting of or reduced to one individual at any time and all members from time to time thereof shall be bound hereby notwithstanding any change in the constitution or style of the firm whether consisting of or reduced to one individual or any time and being more than one individual all of them shall be bound hereby jointly and severally.

(5) That in the event of the Guarantor (s) being more than one individual unconnected in partnership each and every one of such individuals shall be severally liable to the bank for the full amount of the liability under the guarantee and the Bank shall be at liberty to sue either or any of them in respect of such liability without joining the other or others of them and notwithstanding any decree in any such suit subsequently to sue the other or others of them and to proceed to judgement and execution at the option of the Bank until its claim is fully satisfied.

(6) The Bank shall be at liberty and without the consent or knowiedge of the Guarantor (s) at any time or from time to time to grant to the Borrower or any person liabie for him any time or indulgence and to determine enlarge or vary the Bank's credit to take or not to take and if taken to very exchange or take other security or release or part with any securities held or to be held the Bank for or on account of the said Cash Credit Account or any part thereof or to renew any bill note or other negotiable instrument and to compound or make any other arrangement with the or any person so liable with or for the Borrower / without releasing or discharging / or in any manner affecting the Guarantor (s) liability under the guarantee

(7) That the guarantee hereby given is independent and district from and security that the Bank has taken or may take in any manner whatsoever whether it be by way of hypothecation pledge and / or any mortgage and / or any other charge over goods, book debts movables and other assets and or any other property movable or immovable and that Guarantor (s) has / have not given the guarantee upon any understanding faith or belief that the Bank has taken and/or may hereafter take any or other such security and that notwithstanding the provisions of Sections 140 and 141 of the Indian Contract Act, 11/2, or any other section of that Act, or any other law the Guarantor(s) will not claim to be discharged to any extent because of the Bank's failure to take or any other such security or in requiring or obtaining any or other such security or losing for any reason whatsoever including reasons attributable to its default and neglegence benefit of any or other such security or any rights to any other such security that have been or could have been taken.

(8) That without prejudice to the effect in any manner whatsoever of the foregoing clause, where the said Cash Credit Account is secured or intended to be secured in any manner whatsoever by or over any property movable or immovable whatsoever by way of hypothecation, pledge and/or mortgage of and or any charge over goods, book debts, movables and other assets by of under the General Agreement and Supplemental Generai Agreement if and/or any Ancillary Agreement or any other Agreement or letter or otherwise the Guarantor (s) will not be concerned in any manner with any or other such security that the Bank has taken or propose to take or may take and that the Bank's failure in requiring or obtaining and or other such security or in the observance or performance of any of the stipulations or terms contained in the General Agreement and Supplemental General Agreement if any and/ or Ancillary Agreement or any other Agreement or letter and default of the Bank in requiring or enforcing the observance or performance of any of the said stipulations or terms shall not have the effect releasing the Guarantor (s) from his/her/their liability and/or of prejudicing the Bank's rights or remedies against the Guarantor (s) under this Agreement otherwise.

(9) That the Bank shall be at liberty to have the said Cash Credit Account or any part their of secured by any security other than those taken or proposed to be taken as on the date of this Agreement and to release to forbear to enforce all

For Gurpreet Galvanising Pvt. Ltd.
Managing Director

For Gurpreet Galvanising Pvt. Ltd.
Managing Director

For Gurpreet Galvanising Pvt. Ltd.
Managing Director

or any of its remedies upon or under any securities taken or proposed to be taken as on the date of this Agreement or may be taken, after such date and any collateral security or securities now or hereafter held by the Bank and that no such release or forbearance as aforesaid shall have the effect releasing the Guarantor (s) from his/ her / their liability or of prejudicing the Bank's rights and remedies against him/her/them under this Agreement or otherwise and that he she/they shall have no right to the benefit of any security that may be held at any time by the Bank until the Claim of the Bank against the Borrower in respect of the said Cash Credit Account and of all (if any) other claims of the Bank against the Borrower on any other accounts whatsoever shall not have been fully satisfied and then in so for only as such security shall not have been exhausted for the purpose of realising the amount of the Bank's claims and rateably only with other guarantor (s) or other persons (if any) entitled to the benefit of such securities respectively.

(10) That notwithstanding anything contained in Section 133 of the Contract Act or in any other provision of law, the Guarantor (s) will not claim to be discharged to any extent because of the Bank varying any of the terms and conditions whether contained in the General Agreement and Supplemental General Agreement if any and/or any Ancillary Agreement (s) or any other Agreement or letter or not and on which the facility by way of the said Cash Credit Account has been made to the Borrower and for this purpose and in particular any excess drawings over and above the sanctioned limit of the said Cash Credit Account allowed by the Bank at or without the specific request of the Borrower shall not discharge the Guarantor (s) from his/her/their liability.

(11) That if the Borrower shall become insolvent bankrupt enter into liquidation (compulsory anvoluntary or make any arrangement or composition with creditors the Bank may) notwithstanding payment to the Bank by the Guarantor (s) or any other persons of the whole or any part of the amounts hereby secure) rank as creditor and prove against the estate of the Borrower for the full amount of all the Bank's claim against the Borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends composition or other payments thereon to the exclusion of all rights of the Guarantor (s) as such Guarantor (s) for the Borrower in competition with the Bank until all the claims of the Bank are fully satisfied and the Guarantor (s) will not by paying off the amounts payable by him/her/them or any part thereof or otherwise prove or claim against the Borrower have been satisfied and the Bank may enforce and recover payments from him/her/them of the full amount payable by him/her/them notwithstanding any such proof of composition as aforesaid.

(12) That the Guarantor (s) will not terminate the guarantee and/or any or other of the undertakings contained herein unless a sufficent notice of the intention on his/her/their part to terminate the guarantee had been given to the Bank and a reasonable time is allowed to lapse thereafter fur such termination to take effect.

(13) The Guarantor (s) shall forthwith on demand made by the Bank deposit with the Bank such sum or security or further sum or security as the Bank may from time to time specify as security for the due fulfilment of his/her/their obligations under this Guarantee and any security to deposit with the Bank may be sold by the Bank after giving to the Guarantor a reasonable notice of sale and the said sum or the proceeds of the sale of the securities may be appropriated by the Bank in or towards satisfaction of the obligations and any liability arising out of non-fulfilment thereof by the Guarantor.

(14) The absence or informality of powers on the part of any one at more of the Guarantors to give guarantees and or indemnities or any irregularity in the exercise of such powers shall not affect the liability of the other or others of the Guarantors.

For Gurpreet Galvanising Pvt. Ltd.,
K. S. Nanningar
Managing Director

For Gurpreet Galvanising Pvt. Ltd.,
K. S. Nanningar
Managing Director

For Gurpreet Galvanising Pvt. Ltd.,
K. S. Nanningar
Managing Director

(15) That the guarantee hereby given is in addition to the guarantee (s) given by me/us to the Bank in respect of the facility (ies) of the financial accommodation by way of cash credit granted by the Borrower as follows:

Cash Credit Limits	Guarantee Agreement dt.
1	1
2	2
3	3

For Gurpreet Galvanising Pvt. Ltd.,

K. S. [signature]

Managing Director

Signed, Sealed and delivered by the said

Shri M/s. Gurpreet Galvanising Pvt Ltd and) Address

(Guarantor)

For Gurpreet Galvanising Pvt Ltd.

K. S. [signature]

Managing Director

Shri __________ Address M/s. Gurpreet Galvanising Pvt. Ltd Regd. Office-cum-Factory: Sy.No. 834, Medchal(M) R.R. Dt.

(Guarantor)

in the presence of [signature]

Witness (A. SAI PRAKASH)

Designation Dy. Manager,

Address SBI, Balanagar, Hyd.

Witness [signature]

Designation Dy Manager (A) [illegible],

Address Balanagar, Hyd

The Common Seal of M/s. Gurpreet Galvanising (P) Ltd has been affixed hereto in pursuance of a resolution passed by the Board of directors of the Company on Dt. 20.09.03 in the Presence of Jagjit Singh L.

Place Balanagar (Hydrabad)

Date 20/09/2003

S/-

S.M.P./7-88/15,000 Forms