6/9/2004

FORM NO. 8

Registration No. of Company :01-39529 Nominal Capital : Rs3,00,00,000

THE COMPANIES ACT, 1956

Registered under section 132 of the Companies 1956. Form No 8/10/17 filed by the Company bearing Registration No : 39529 Vide Document No. 14 on 6/9/2004 Asst. Registrar.

REGISTRAR OF COMPANIES A.P.

Particulars of charges created by a company registered in India / Subject to which property has been acquired by a company registered in India

[Pursuant to section 125/127/135]

Name of the company : DILPREET TUBES PRIVATE LIMITED

Presented by : BHARAT U. MEHTA

1. Date and description of the instrument creating the charge	05.12.2002 Hypothecation of stocks and book debts
2. Amount secured by the charge/amount owing on security of the charge	Rs.200 lakhs (Rupees Two Hundred Lakhs Only)
3. Short particulars of the property charged. If the property acquired is subject to charge, of date of acquisition of property should be given	First charge on the stocks of Raw materials, Spares, stock in process, finished goods and book debts. Collateral security and other gurantees are as per Annexure – 1
4. Gist of the terms and conditions and extent and operation of the charge	As per Annexure – 1
5. Name, addresses and description of the persons entitled to charge	State Bank of India, Balanagar Branch, Hyderabad.
6. Date and descriptions of instrument modifying the charge	All Dated : 07-08-2004 1.Supplemental agreement for the grant of Small Industrial Advances and hypothecation of goods book debts and other assets (W.C.F)- SSI - 10 2.Agreement for the grant of Small

	Industrial Advance (W.C.F.) – SSI-12 3.Agreement for the grant of Small Industrial Advances (W.C.F)- SSI – 17 4.Form B –Extension of Equitable mortgage. 5.Sanction letter dated 05.08.2004 .
7. Particulars of modification specifying the terms and conditions or the extent or operation of the details of the which modification is made, and details of the modification.	The existing working capital limits having modified as below: (Rs in lakhs) Limits — Existing — Modified Cash credit — Rs.200 — Rs.400 SMEcredit Plus — Rs.25 — Rs.25 Letter of Credit – — Rs 200 — Rs.100 **Total** — **Rs425** — **Rs 525** **Primary:** Hypothecation of stocks of raw material, spares, stock in process, finished goods and book debts. **Collateral Security :** EM of 4 acres of land with shed area of 67500 sq.ft , thereon in survey No(s) 49 & 59 situated at Plot No. 8, IDA, Nacharam belonging to the company. Pledge of Plant & Machinery etc., of the company **Personal Guarantee** Sri Sudhir U Mehta Sri Bharat U. Mehta Sri Suresh U.Mehta Sri Deepak U.Mehta Sri Bhavesh V Mehta Sri Mehul V Mehta Smt Aradhana Sudhir Mehta Smt Harsha D Mehta Smt Kusum S Mehta Smt Chetna B Mehta Smt Varsha V Mehta

Dated the day of 2004.

Signature ....Bharat........

Name BHARAT U MEHTA

(In Block Capitals)

Designation MANAGING DIRECTOR

कृते स्टेट बैंक ऑफ इंडिया
For STATE BANK OF INDIA

सहा. महा प्रबंधक
Asst. General Manager
बालानगर, हैदराबाद, Balanagar, Hyd

Notes:

1. Charge' includes mortgage ----see section 124. A description of the instrument that is to say whether trust deed mortgage or debenture should also be given.
2. "Person entitled to the charge" will be include mortgages.
3. Amount or rate per cent of the commission or allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally or procuring or agreeing to procure subscriptions, whether absolute or conditional for any of the debentures in this return, should be given in item No.

7

FORM NO. 13.
THE COMPANIES ACT, 1956

Register of charges
[pursuant to section 130, 135, 137 & 138]

Registration No :01-39529 Nominal Capital Rs.3,00,00,000

Particulars of charge(s) created by a company registered in India
Subject to which property has been acquired
by company registered in India

Name of the Company : DILPREET TUBES PRIVATE LIMITED

Presented by : BHARAT U. MEHTA

Particulars of charges(s) | Created
subject to which property has been acquired
M/s DILPREET TUBES PRIVATE LIMITED
.a company registered in India.

PARTICULARS OF CHARGE UNDER SECTION 125

1.Date and description of the instrument the creating the charge	05.12.2002 Hypothecation of stocks and book debts.
2.Amount secured by the charge/amount owing on security of the charge	Rs.200 lakhs (Rupees two hundred lakhs)
3. Short particulars of the property charged. If the property acquired is subject to charge, date of the acquisition of property should be given .	1st charge on the stocks of raw material, spares, stock in process, finished goods and book debts.
4. Gist of the terms and conditions and extent and operation of the charge.	As per Annexure -1
5. Names and addresses and description of the person entitled to the charge.	State Bank of India, Balanagar Branch, Hyderabad.
PARTICULARS REGARDING CREATION OF CHARGE IN CASE OF SHRIES OF DEBENTURES UNDER SECTION 128/129.	
6. Date and amount of each series of debentures ---	Date Amount Total N.A.
7. Date and amount of the present issue of series.	N.A.
8. Date of resolution authorizing the	N.A.

issue of series.	
9. Date of the covering deed (if any), by which the security is created of defined; or if there is no such deed, the first execution of any debenture of the series.	N.A.
10. Names and addresses of the trustee (if any) for the debenture holder.	N.A.
11. Date of registration of the series.	N.A.
12. Particulars as to the amount or rate per cent of the commission, allowances or discount (if any) paid, or made either directly or indirectly by the company to any person in consideration of subscribing or agreeing to subscribe, whether absolutely of conditionally or procuring or agreeing to procure subscription, whether absolute or conditional, for any of the debentures included in this return.	N.A.
PARTICULARS OF MODIFICATION OF CHARGE UNDER SECTION 135.	N.A.
13. Date and brief description of instrument modifying the charge	All Dated : 07-08-2004 1.Supplemental agreement for the grant of Small Industrial Advances and hypothecation of goods book debts and other assets (W.C.F)- SSI - 10 2.Agreement for the grant of Small Industrial Advance (W.C.F.) – SSI-12 3.Agreement for the grant of Small Industrial Advances (W.C.F)- SSI – 17 4.Form B –Extension of Equitable mortgage. 5.Sanction letter dated 05.08.2004
14. Particulars of modifications already registered/filed in the office of the Registrar of Companies.	Modification dated 20.09.2003 as specified below (Vide document No.09) registered on 25.11.2003 (Rs.in lakhs) Limits / Existing / Modified Cash credit / Rs.100 / Rs200 Letter of Credit / Rs.100 / Rs.200 SMEcredit Plus / ------ / Rs.25 Total / Rs200 / Rs 425

15. Particulars of modification specification specifying the terms, conditions or the extent of operation of the charge in which modification is made, and the details of the modification.	The existing working capital limits having modified as below: (Rs in lakhs) Limits Existing Modified Cash credit Rs.200 Rs.400 SMEcredit Plus Rs.25 Rs.25 Letter of Credit Rs.200 Rs.100 **Total** **Rs425** **Rs 525** Primary: Hypothecation of stocks of raw material, spares, stock in process, finished goods and book debts. Collateral Security : EM of 4 acres of land with shed area of 67500 sq.ft , thereon in survey No(s) 49 & 59 situated at Plot No. 8, IDA, Nacharam belonging to the company. Pledge of Plant & Machinery etc., of the company Personal Guarantee Sri Sudhir U Mehta Sri Bharat U. Mehta Sri Suresh U.Mehta Sri Deepak U.Mehta Sri Bhavesh V Mehta Sri Mehul V Mehta Smt Aradhana Sudhir Mehta Smt Harsha D Mehta Smt Kusum S Mehta Smt Chetna B Mehta Smt Varsha V Mehta
16. APPOINTMENT OF RECEIVER UNDER SECTION 137.	N.A.
a) Name, address and date of appointment of receiver.	N.A.
b) Date on which the receiver ceased to act.	N.A.
17. MEMORANDUM OF COMPLETE SATISFACTION OF CHARGE UNDER SECTION 138.	N.A.
a) Date of creation of original charge and amount secured.	N.A.
b) Date of registration/date of filling of the	N.A.

c) Date of filing of the memorandum of satisfaction/Date of entry of satisfaction.	N.A.

For STATE BANK OF INDIA
Asst. General Manager
Balanagar, Hyd

Signature Bharat
Name BHARAT U MEHTA
(in Block Capitals)
Designation: MANAGING DIRECTOR

Dated this day of 2004.

(FOR OFFICE OF REGISTAR OF COMPANIES ONLY)

18. Date of Registration. 6/9/2004

19. Serial No. of the document in file. 14

Asst. Registrar of Companies,
Andhra Pradesh Hyderabad.

Signature of Registrar of companies

Phone : 27177358
27176845
27176846
Fax : 27170988
Mobitel : 924-6377493

DILPREET TUBES PVT. LTD.

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

CERTIFIED COPIES OF THE BORAD RESOLUTION PASSED IN THE MEETING HELD ON 07.08.2004 AT 11.00A.M. AT REGISTERED OFFICE OF THE COMPANY AT PLOT NO.8, NACHARAM INDUSTRIAL ESTATE, HYDERABAD-500076.

Letter No. — Dated: 5th August, 2004 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 India or Foreign Currencies to the tune of Rs. 525 lakhs (Rs. Five Hundred and Twenty Five Lakhs Only) (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 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 the first equitable mortgage of the existing immovable properties of the Company AND guarantees of Shri. Bharat U. Mehta, Shri. Sudhir U. Mehta, Shri. Suresh U. Mehta, Shri. Deepak U. Mehta, Shri. Bhavesh V. Mehta, and Shri. Mehul V. Mehta on such terms and conditions as may be specified by the Bank.

FURTHER RESOLVED to request Smt. Aradhana S. Mehta, Smt. Harsha D. Mehta, Smt. Kusum S. Mehta, Smt. Chenta B. Mehta and Smt. Varsha V. Mehta to furnish the required guarantees to the Bank for the various credit facilities granted to the Company.

FURTHER RESOLVED that Shri. Bharat U. Mehta a Managing Director of the Company be and is hereby 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

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR.

Phone : 27177358
27176845
27176846
Fax : 27170988
Mobitel : 924-6377493

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. Bharat U. Mehta Managing 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. Bhavesh V. Mehta Director(s) of the Company in terms of Articles of Association of the Company.

FURTHER RESOLVED that a certified copy of these Board Resolutions may be handed over to the State Bank of India, Balanagar Branch to act upon.

Bharat

CERTIFIED COPY

(BHARAT U. MEHTA)

Chairman of the Meeting

భారతీయ స్టేట్ బ్యాంక్
भारतीय स्टेट बैंक
State Bank of India
BALANAGAR.

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

సంఖ్య
क्रमांक
No.

తేది
दिनांक
Date 5th August, 2004

Dear Sir/Madam,

COMMERCIAL ADVANCES
SANCTION ARRANGEMENT LETTER

With reference to your application for sanction of credit facilities dated
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
b. Letter of Credit	:	Rs. 100.00 lakhs
c.. SME Credit plus	:	Rs. 25.00 lakhs
TOTAL	:	**Rs. 525.00 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 availing.

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.,
Bharat
MANAGING DIRECTOR.

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR.

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

Bharat
Kusum-S-mehta
Chelna B. Mehta
Aradhana. S. mehta
Harsha. D. mehta
Varsha. V. mehta
Bharat

State Bank of India, Balanagar Hyderabad

5. PERSONAL GUARANTEES

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

1. Sri Sudhir U. Mehta
2. Sri Bharat U. Mehta
3. Sri Suresh U Mehta
4. Sri Deepak U Mehta
5. Sri Bhavesh V Mehta
6. Sri Mehul V Mehta
7. Smt. Aradhana Sudhir Mehta
8. Smt. Harsha D Mehta
9. Smt. KUSUM S MEHTA
10. SMT. CHETNA B. MEHTA
11. SMT. VARSHA V MEHTA

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	-	120 days

9. DOCUMENTS 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

Bharat

Chetna B. Mehta

Varsha. V. Mehta

Aradhana. S. Mehta.

Harsha D. mehta.

Kusum-S- mehta

For UNI-MEET TUBES PVT. LTD.,

MANAGING DIRECTOR

For UNI-MEET TUBES PVT. LTD.,

MANAGING DIRECTOR

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.

You are requested to submit audited balance sheet for the year ending 31/03/04 based on which a fresh view on revision of interest will be taken up.

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 11.75% per annum with monthly rests.(Effective rate11.75%) In this connection please note that SBAR at present is 10.25 % and is subject to change from time to time.

11. PENAL INTEREST:

a. Penal interest at the rate of 1% 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% will be levied on the entire outstanding for the entire quarter.

c. Non submission of stock statements in time stipulated would attract levy of penal interest of 1% on the entire outstanding for the month.

Bharat. Chetna B. Mehta

Varsha. V. mehta

Aradhana. S. mehta

Harsha. D. mehta

Kusum-S-mehta

JAIPREET TUBES PVT. LTD.

Bharat

MANAGING DIRECTOR.

d. 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% 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.

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

...MEET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR.

Bharat
Kusum S. Mehta
Chetna B. Mehta
Aradhana S. Mehta
Harsha D. Mehta
Varsha V. Mehta
Bharat

submission of the Stock Statements would attract levy of penal interest at the rate of 1%. 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% apart from attracting such other measures like 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.

Bharat

Aradhana S. Mehta.

Jrashla D. mehta.

Kusum S. Mehta

Chetna B. Mehta.

Varsha. V. Mehta

Bharat

For DILPREET TUBES PVT. LTD.

Bharat

MANAGING DIRECTOR.

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.

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

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR

Bharat
Aradhana.S.Mehta
Chetna B. Mehta
Varsha. V. Mehta
Harsha. D. Mehta
Kusum. S. Mehta
Bharat

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.

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.

For DALPREET TUBES PVT. LTD.,
Bharat.
MANAGING DIRECTOR.

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

Bharat.

Kusum. S. mehta

Chelna B. Mehta

Aradhana. S mehta

Varsha. V. mehta

Shardha D. mehta

Bharat

State Bank of India ... Nagar Hyderabad

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.

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.

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR.

Bharat

Kusum-s-mehta
Chetna B. Mehta
Aradhana. s. mehta
Varsha. V
Harsha D. mehta.
Bharat

State Bank of India
Balanagar Hyderabad

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.'

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

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.

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

सहायक महाप्रबंधक
Asst. General Manager
ASSISTANT GENERAL MANAGER

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

For DILPREET TUBES PVT. LTD.,
Bhavesh
MANAGING DIRECTOR.
BORROWER

GUARANTOR(S)

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 07/08/2004
in the Presence of Sudhir V. Mehta
and Bhavesh V. Mehta

Chetna B. Mehta

Aradhana S. Mehta

Varsha V. Mehta

Jharjhar D. Mehta

Witness (1)

Kusum S. Mehta

2

ST 17/146

FORM 'B'

EXTENSION OF THE EQUITABLE MORTGAGE

STATE BANK OF INDIA
RECEIVED
17 AUG 2004
BALANAGAR HYD-37.
(532)

From: Dilpreet Tubes (P) Ltd.
Plot No.8, Industrial Estate,
Nacharam,
Hyderabad-76

Date: 09/08/04

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

1. I / We am / are writing this to confirm that I / we have deposited with the Bank on.. the documents of title relating to my / our property situated at Plot No.8, Nacharam Indl. Estate Village Nacharam ....Taluk Hyderabad-76 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 Dilpreet Tubes (P) Ltd under the following credit facilities extended to me / us the concern of Dilpreet Tubes (P) Ltd .... by the Bank.

	Nature of facility	Limit
(a)	CC (Hyp)	4,00,00,000
(b)	LC as Sub Limit	(2,00,00,000)
(c)	SME Credit Plus	25,00,000
(d)		
	Total	Rs. 4,25,00,000

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR

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 Dilpreet Tubes Pvt Ltd .... an additional credit facilities as noted below :

	Nature of facility Rs.	Original Limit Rs.	Additional Limit Revised Limit Rs.
(a)	CC (Hyp)	4,00,00,000	4,00,00,000
(b)	Letter of credit	(Sublimit)	1,00,00,000 ~~1,00,00,000~~
(c)	SME Credit Plus		25,00,000
		Total	5,25,00,000

Bharat

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 07/08/04 and admitted and declared in the presence

The ... M/s. Dilpreet Tubes (P) Ltd Pvt Ltd.

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR

Contd..2..

...tors
07/8/04
In the presence of Sudhir V. Mehta and Bhavesh V. Mehta

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR.

of yourself and Shri A. Sai Prasad that the benefit to the Bank of the mortgage by deposit of title deeds relating to the said property created, as stated above on .... shall also apply for stand extended to and cover the enhanced aggregate limits of Rs. 52500,000/- granted to me / us to conern of Dilpreet Tubes 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.

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

THE SCHEDULE II REFERRED TO HEREINABOVE (2) 2109/84 Dt. 05/06/84.
(Description of the immovable properties)

4 Acres of land with factory shed area of 67500 Sft and other buildings in Survey No(s) 49&59 situated at Plot No.8, IDA, Nacharam (Hyd) belonging to the company.

Yours faithfully

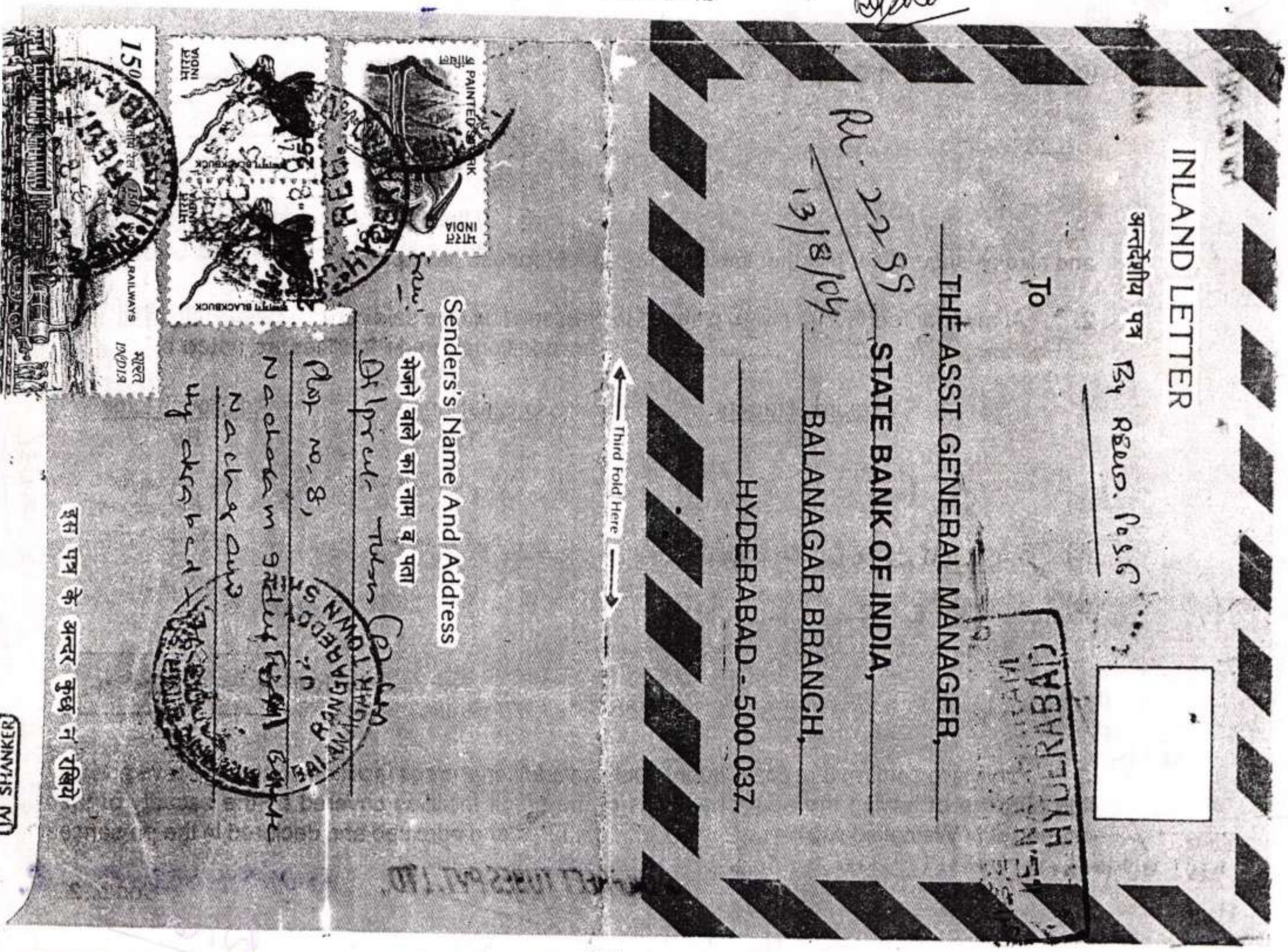
For Messrs. For DILPREET TUBES PVT. LTD.,

(Signature)

Proprietor / Partner (s) / Karta

MANAGING DIRECTOR

First Fold Here



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Joint Sub- Registrar- V
EX- Officio Stamp Vendor
R.R. [OB] Ranga Reddy Dist

(N.J.) SL.NO. भारत 19697 HPA/LA आंध्र प्रदेश
PURCHASER
EXECT/CLMT
SIG OF S.R.
D.R. OFFICE
R.R. DIST.
182065 AUG 06 2004
Rs.0000150 PB1080
INDIA STAMP DUTY ANDHRA PRADESH
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)

Registered under section 132 of the Companies Act, 1956. Form No. 8/10/17 field by the Company bearing Registration No: 39529
Vide Document No. 14
on 6/9/04
Asst. Registrar.
REGISTRAR OF COMPANIES

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

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 ____

Dilpreet Tubes (P) Ltd.

OR

____ 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. 20/09/2003

* 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.,
Bharat
MANAGING DIRECTOR.

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR.

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.°° 10000000/- 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 °° 100,00,000/- 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.

°° Here enter the amount of additional finance

Now this agreement between the Bank and the Borrower witnesseth.

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 05/12/03 and the above referred supplemental General Agreement(s), dated 20/9/03 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 Lakh 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.°° 100,00,000/ Rupees°°(One crore only)).

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

FOR DILPREET TUBES PVT. LTD., MANAGING DIRECTOR.

°° 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 and on behalf of
STATE BANK OF INDIA

कृते स्टेट बैंक ऑफ इंडिया
For STATE BANK OF INDIA

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

PLACE : Balanagar (Hyderabad)

DATE : 07.08.2004

The Common Seal of M/s Dilpreet Tubes (P) Pvt Ltd
Has been affixed here in to
Pursuant to the resolution
Passed by the Board of directors
of the Company on Dt. 07/08/04
in the Presence of Sukhvir U. Mehta and Bhavesh U. Mehta

FOR DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR
BORROWER

To
The State Bank Of India
Balanagar Branch
Hyderabad - 500037.

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

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR

With reference to the facility of advance against general hypothecation granted to us. Please arrange to release Rs. 1 00 00 000/- (Rupees One Crore only)

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

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

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.
Borrower.

आनुषंगिक करार सं.-1/Ancillary Agreement No. 1
सामान्य करार/(To the General Agreement
(काम काज पूंजो वित्त का)/(Working Capital Finance)

(N.J.) SL.NO. 19701 HPA/LA
PURCHASER 155066 AUG 06 2004
EXECT/CLMT
SIG OF S.R.
D.R. OFFICE
R.R. DIST.

भारत आंध्र प्रदेश
INDIA
Rs.00000100 No. 2650126
STAMP DUTY ANDHRA PRADESH
S S I-12

Joint Sub- Registrar-1
EX- Officio Stamp Vender
R.O. [OB] Range Reddy Dist

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

यत: श्री/श्रीमती/कुमारी..........
पुत्र/पत्नी/पुत्री..........
जो इस समय एकल स्वामी की हैसियत से..........
के अभिनाम से..........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 साझदारी 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........../

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.,
Bharat
MANAGING DIRECTOR

For DILPREET TUBES PVT. LTD.,
Bharat
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 रही है / (यत्पश्चात् 'ऋणी' कहकर सम्बोधीत है जिस अभिव्यक्ति में जब तक कि सन्दर्भ के विरुद्ध न हो उसके/उनके वारिस, निष्पादक, प्रशासक, प्रतिनिधि, उत्तराधिकारी तथा समनुदेशिती/उनके और उनमें से क्रमश: 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 अभिव्यक्ति 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 सुविधाएं 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 सुविधाएं मन्जूर की जाएंगी और जो तत्पश्चात 'सामान्य करार' से सम्बोधित होगा।

OR

M/s. Dilpreet Tubes (P) Ltd. ....Limited, a company incorporated under the Companies Act and having its registred office at Plot No. 8, Nacharam Industrial Estate Hyderabad - 500076 .... 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 / 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.

यत: ऋणी के सभी साम्प्रतिक एवं भावी माल बही-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, बही, 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.,

Bharat

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 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 की 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 उपदर्शित 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. 400,00,000/- (Rupees Four Crores 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)	Raw Material	-	25%
	Stock in process	-	
	Finished Goods, Spares etc.	-	25%
			25%
	Book Debts	-	40%

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 11.75% 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.,
Bharat
MANAGING DIRECTOR.

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR.

(४)

(I) कि उक्त ऋण सीमा केवल लदान तथा/अथवा अंतर्देशीय विक्रय के लिए माल के क्रय अथवा प्रसंस्करण 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 लेसे जो कि तत्समय ऋणी द्वारा बैंक की चाहे किसी भी मद्धे देय हों विनियोजित करने की पूरी शक्ति और प्राधिकार के साथ ऋण के लिए प्रतिभूतिस्वरूप धारित किए जांएगे 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 togethor 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 पढा 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
स्टेट बैंक ऑफ इंडिया
For STATE BANK OF INDIA
State Bank of India

सहायक महा प्रबंधक
Asst. General Manager
बालानगर, हैदराबाद, Balanagar, Hyd

स्थान :
Place... Balanagar (Hyderabad)

दिनांक :
Date... 07.08.2004

The Common Seal of M/s. Dilpreet Tubes (P) Ltd. Pvt Ltd.
Has been affixed here in to
Pursuant to the resolution
Passed in the Board of directors 07/08/2004
of the Company on Dt ... and
in the Presence of Sandeep Uttekar ...

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR

ऋणी/The Borrower

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

(N.J.) SL.NO. PURCHASER EXECT/CLMT SIG OF S.R. D.R. OFFICE R.R. DIST.

भारत INDIA 19699 HPA/LA आंध्र प्रदेश 115064 AUG 06 2004 Rs.0000100 PB1080 STAMP DUTY ANDHRA PRADESH

Joint Sub-Registrar-V EX-Officio Stamp Vendor R.O. [OB] Ranga Reddy Dist

अनुषांगिक 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 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 .... 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 ..../

For DILPREET TUBES PVT. LTD.,
Bharat
MANAGING DIRECTOR

For DILPREET TUBES PVT. LTD.,
Bharat
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 सोसायटी 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 होगें) 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 (P) 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 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

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 पुरोघृत 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 DILPREET 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. 100 00 000/-............... (Rupees One 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 निबन्न 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 गैरंटिया 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

कृते स्टेट बैंक ऑफ इंडिया
For STATE BANK OF INDIA

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

The Common Seal of M/s Dilpreet Tubes (P) Ltd. Pvt Ltd.
Has been affixed here in to
Pursuant to the resolution
Passed in the Board of directors
of the Company on Dt. 07/08/04
in the Presence of Sudhir U. Mehta and Bharesh V. Mehta

FOR DILPREET TUBES PVT. LTD.

MANAGING DIRECTOR

ऋणी / The Borrower

स्थान
Place Balanagar (Hyderabad)

दिनांक
Date 07.08.2004