Reg 25/11/2003

FORM NO. 8

THE COMPANIES ACT, 1956.

(Pursuant to Section 125/ 127/ 135)

Registration No. 01-39529

Nominal Capital Rs. 300.00 lacs
Filing Fee Rs. 500 / -

Particulars of Charges	:	Created by a Company registred in India / Subject to which property has been aquired by a company registred in India / Modification of Charge.
Name of the Company	:	DILPREET TUBES PRIVATE LIMITED
Presented by	:	Managing Director
1. Date & Description of the instrument creating the charge	:	Dated : 05-12-2002 Hypothecation of Stocks and Book Debts
2. Amount secured by the charge/ amount owing on security of the charge	:	Rs.200.00 Lakhs. Rupees Two Hundred Lakhs Only
3. Short particulars of the property charged. If the property acquired is subject to charge, date of acquisition of property should be given.	:	I st Charge on the stocks of Rawmaterials, 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. Names, Addresses and description of the persons entitled to charge	:	State Bank of India Balanagar Branch Hyderabad.
6. Date and brief description of instrument modifying the charge	:	All Dated : 20-09-2003 1. Supplemental General Agreement for the grant of Small Industrial Advances and Hypothecation of Goods, Book - Debts and Other Assets.- SSI - 10. (Working Capital Finanace) 2. Agreement for the Grant of Small Industrial Advances (W.C.F) - SSI - 12 3. Agreement for the Grant of Small Industrial Advances (W.C.F) - SSI - 14 4. Agreement for the Grant of Small Industrial Advances (W.C.F) - SSI - 15 5. Agreement for the Grant of Small Industrial Advances (W.C.F) - SSI - 17 6. Sanction Letter. 7. Form No. B - Extension of the Equitable Mortgage

Registered under section 132 of the Companies Act, 1956, Form No 8/10/17 field by the Company bearing Registration No : 39529

09

25/11/03

Pathak

Registrar.

Contd .. 2

7.	Particulars of modification specifying the terms and conditions or the extent or operation of the charge in which modification is made, and the details of the modification	:	1. The existing working capital limits have been Modified as below :

Limits	Existing	Modified
	---- Rs. in Lacs --------	
1. Cash Credit - Hyp	100.00	400.00
2. SME Credit plus	-----	25.00
3. Letter of Credit	100.00	~~200~~ 500
Total	**200.00**	**425.00**

Approved
PA 14
25/11/

2. Security :
Primary : Hypothecation of stocks of raw materials spares, stock in process, finished goods and book debts.
Collateral : a). Em OF 4 Acres of land with a shed area of 67500 Sq.Ft thereon in survvey No.s 49 & 50 situated at plot No.8, IDA, Nacahram belonging to the Company

b).Pledge of Plant & Machinery .etc of the company

3. Extension of Corporate Guarantees of :
a) M/s. Gurpreet Galvanising Private Limited
b) M/s. B.G. Steels Private Limited
c) M.s. Vinayaka Tubes Private Limited

4. Margins:

Raw materials	25%
Stock in Process	25%
Finished Goods	25%
Spares & Consumbles	25%
Receivables & Book debts	40%
Letter of Credit	10%

Other terms & conditions as per the agreements.

Bank

For DILPREET TUBES PVT. LTD.,

Signature:

MANAGING DIRECTOR

Name: Goverdhan Das Diwan

Company

Designation: Managing Director

Dated the Third day of November 2003.

FORM NO. 13

Registration No. 01-39529 Nominal Capital : **Rs. 300.00 lacs**

REGISTER OF CHARGES

(Pursuant to sections 130, 135, 137 and 138 of the Companies Act, 1956)

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 : Goverdhan Das Diwan, Managing Director

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

DILPREET TUBES PRIVATE LIMITED a company registed in India.

PARTICULARS OF CHARGES UNDER SECTION 125.

1. Date and description of the instrument creating the charge.	:	Dated : 05-12-2002 Hypothecation of Stocks and Book Debts
2. Amount secured by the charge / amount owing on security of the charge.	:	Rs.200.00 Lakhs. Rupees Two Hundred Lakhs Only
3. Short particulars of the property charged. If the property acquired is subject to charge, date of the acquisition of propetty should be given.	:	I st Charge on the stocks of Rawmaterials, 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. Names and addresses and description of the persons entitled to the charge.	:	State Bank of India Balanagar Branch Hyderabad - 37.

PARTICULARS REGARDING CREATION OF CHARGE IN CASE OF SERIES OF DEBENTURES UNDER SECTION 128 / 129.

6. Date and amount of each series of debentures.	:	------ N I L ---------
7. Date and amount of the present issue of series.	;	------ N I L ---------
8. Dates of resolution authorising the issue of the series.	:	------ N I L ---------
9. Date of the covering deed (if any) by which the security is created or defined; or if there is no such deed, the first execution of any debenture of the series.	:	------ N I L ---------

Contd .. 2

10. Names and addresses of the trustees (if any) for the debenture holders.	:	------ N I L ---------
11. Date of registration of the series.	:	------ N I L ---------
12. Particulars as to the amount or rate percent 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 or conditionally or procuring or agreeing to procure subscription whether absolute or conditional for any of the debentures included in this return.	:	------ N I L ---------

PARTICULARS OF MODIFICATION OF CHARGE UNDER SECTION 135.

13. Date and brief description of instrument modifing the charge : All Dated : 20-09-2003

1. Supplemental General Agreement for the grant of Small Industrial Advances and Hypothecation of Goods, Book - Debts and Other Assets.- SSI - 10. (Working Capital Finanace)
2. Agreement for the Grant of Small Industrial Advances (W.C.F) - SSI - 12
3. Agreement for the Grant of Small Industrial Advances (W.C.F) - SSI - 14
4. Agreement for the Grant of Small Industrial Advances (W.C.F) - SSI - 15
5. Agreement for the Grant of Small Industrial Advances (W.C.F) - SSI - 17
6. Sanction Letter.
7. Form No. B - Extension of the Equitable Mortgage

14. Particulars of modifications already registred / filed in the office of the Registrar of Companies. : Nil

15. Particulars of modifications specifing the terms, conditions or the extent of operation of the charge in which modification is made, and the details of the modifications. : 1. The existing working capital limits have been Modified as below :

Limits	Existing	Modified
	--- Rs. in Lacs	--------
1. Cash Credit - Hyp	100.00	200.00
2. SME Credit plus	-----	25.00
3. Letter of Credit	100.00	200.00
Total	200.00	425.00

25/11/03

Contd .. 3

2. Security :
Primary : Hypothecation of stocks of raw materials spares, stock in process, finished goods and book debts.
Collateral : a). Em OF 4 Acres of land with a shed area of 67500 Sq.Ft thereon in survvey No.s 49 & 50 situated at plot No.8, IDA, Nacahram belonging to the Company

b).Pledge of Plant & Machinery .etc of the company

3. Extension of Corporate Guarantees of :
a) M/s. Gurpreet Galvanising Private Limited
b) M/s. B.G. Steels Private Limited
c) M.s. Vinayaka Tubes Private Limited

4. Margins:

Raw materials	25%
Stock in Process	25%
Finished Goods	25%
Spares & Consumbles	25%
Receivables & Book debts	40%
Letter of Credit	10%

Other terms & conditions as per the agreements.

16. APPOINTMENT OF RECEIVER UNDER SECTION 137.

(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 U/S 138.

(a) Date of creation of original charge and amount secured. : ------ N A ------

(b) Date of registration / date of filing of the particulars with the Registrar of Companies. : ------ N A ------

© Date of filling of the memorandum of satisfaction/ date of entry of satisfaction. : ------ N A ------

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR

Signature:

Name : Goverdhan Das Diwan

Company

Designation: Managing Director

Dated the Third day of November 2003.

(FOR OFFICE OF REGISTRAR OF COMPANIES ONLY)

18. Date of registation : 25/11/03

19. Serial No.of the document in file. : 84

Asst. Registrar of Companies,
Andhra Pradesh Hyderabad.

Signature of Registrar of Companies

Bank

ANNEXURE

GIST OF THE TERMS AND CONDITIONS AND EXTENT AND OPERATION OF THE CHARGE

FACILITY	LIMIT	MARGIN	INTEREST
FUND BASED:			
Cash Credit (Hypothecation)	100 lakhs	Stocks-- 25%	SBAR+2.25%.
Cash Credit (Outward Bills)	(25 lakhs)	Book Debts—40%	ie.13.25%
NON-FUND BASED LIMITS			
Letters of Credit	100 lakhs	20%	As per Central Office Guidelines

(As per the Hypothecation agreement of Dilpreet Tubes Private Limited)

SECURITY:-

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

Collateral:- 1. Equitable Mortgage of Ac.4.0 of Factory land along with Shed Area of 67500 sft. Belonging to M/s. DILPREET TUBES PVT. LTD. in Survey Nos.49 & 59, situated at Plot No.8, IDA, Nacharam, Hyderabad.

2. Pledge of Plant and machinery of the Company on the above mentioned factory land of M/s. Dilpreet Tubes Pvt. Ltd.,

PERSONAL /CORPORATE GUARANTEES:-

The repayment of the advance is personally guaranteed by the following persons/Companies.

a. Personal Guarantees of:
   1. Sri Goverdhan Das Diwan,
   2. Sri Bharat U. Mehta,
   3. Sri Sudhir U. Mehta,
   4. Sri Dilpreet Singh

b. Corporate Guarantees of:
   1. M/s. Gurupreet Galvanising Pvt.Ltd., Survey No.834, Shameerpet Road, Medchal, R. R. District.
   2. M/s. B. G. Steels Pvt. Ltd., 2-3-577/2, 1st Floor, Minister Road, Secunderabad-500 003
   3. M/s. Vinayaka Tubes Pvt. Ltd., Survey No.843/A, IDA, Medchal, R. R. District.

Bank

बालानगर, हैदराबाद, Balanagar, Hyd

Company

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR

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

Sub - Registrar, Ex - Officio ... Vandai. R. O. ...

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 32 of the Companies Act, 1956. Form No. 3/10/17 field by the Company bearing Registration No: 39529
Document No. 09
25/4/03
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 ______ 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.

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.[00] 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.

[00] 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 of Rs[00] 22500,000/- 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.

[00] 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 lying 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.[000] 425,00,000/- (Rupees[000] 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[00] (Two Crore Twenty five lakhs only)

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

[00] 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 STATE BANK OF INDIA

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR

For and on behalf of

STATE BANK OF INDIA

For

Balanagar, Hyd.

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR

PLACE : Balanagar (Hyderabad)

DATE : 20/09/2003.

BORROWER

M/s. Dilpreet Tubes Pvt

of the ______ 20

in the ______ 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. 22500000/- (Rupees Two Crore Twenty five lakhs only —)

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

Purchasing of stocks of raw materials

MANAGING DIRECTOR.

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

Dilpreet Tubes Pvt. Ltd. Pvt Ltd
affixed hereunto
the resolution
the Board of directors
Company on Dt. 20/09/2003
the Presence of Bharat U. Mehta Bharat
and Sudhir V. Mehta

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

Borrower.

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

(N.J.) SL.NO. भारत 46293 HPA/LA ... PURCHASER 134060 SEP 18 2003 EXECT/CLMT D.R. OFFICE R.R. DIST. INDIA Rs.0000 100 Comp. No. 2650126 STAMP DUTY ANDHRA PRADESH

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

लघु औद्योगिक ऋण की मंजूरी के लिए करार
(काम काज पूंजी वित्त)

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

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...
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

Registered under section 132 of the Companies Act, 1956, Form No. ... Company bearing ... No. 39529 ... Document No. 09 ... 25/11/... Asst. Registrar ... REGISTRAR OF COMPANIES

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.,

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 होगी।

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.

यतः 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.

यतः ऋणी द्वारा बैंक को इस प्रकार आडमानित माल, वही, ऋण, जंगम वस्तुओं और अन्य आस्तियों के बारे में बैंक इस प्रकार आडमानित माल, वही-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 यत: 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 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. 200,00,000/- ....(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%.

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,

MANAGING DIRECTOR.

For DILPREET TUBES PVT. LTD.,
Gour
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 की 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 मार्फत उनके आगम वसूल करने और उसे ऋण अथवा किसी अन्य राशि या राशियों लेखे 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 जाएंगे और जब तक ऐसे बिल और अन्य दस्तावेज बैंक के हवाले न कर दिए जाए, बैंक की ओर से ऋणी की उधार दी गई रकम तथा/अथवा उससे खरीदे गए माल को ऋणी बैंक की ओर से अपने अत्यतिक नियंत्रण, कब्जे, और व्ययन 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.

...EET TUBES PVT. LTD.,

MANAGING DIRECTOR

Compom

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

For S...

Hreadim

Bank

Bhanal

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

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

ऋणी/The Borrower

दिनांक : 20/09/2003
Date.......................

M/S. Dilpreet Tubes (P) Ltd

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

20/9/03

in the presence of ... Bharat Unrel

and Sudhir V. Mehta

(N.J.) SL. NO. भारत 46294 HPA.LA आंध्र प्रदेश
PURCHASER 106063 SEP 18 2003
EXECT/CLMT
SIG OF S.R. Rs.0000100 PB1080
D.R. OFFICE INDIA STAMP DUTY ANDHRA PRADESH
R.R. DIST.

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

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

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 ..../

Registered under section 132 of the Companies Act, 1956, Form No. 8/70/17 field by the Company bearing ... n. No.: 8.9.5.2.9 ... Document No. 09 ... 25/11/03 REGISTRAR OF COMPANIES A.P. Asst Registrar.

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

Srinivas/2.213/11/99/20,000

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

For DILPREET TUBES PVT. LTD. company

MANAGING DIRECTOR

The Borrower

M/s. Dilpreet Tubes

of the Company ... 20/09/0

in the ... Bharat U. ... and Sudhir U. ...

For DILPREET TUBES PVT. LTD.

MANAGING DIRECTOR.

(N.J.) SL.NO. भारत 46295 HPA/LA आंध्र प्रदेश
PURCHASER 196065 SEP 18 2003
EXECT/CLMT
SIG OF S.R. Rs.0000100 PB1080
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 .... /

Registered under section 132 of the Companies Act, 1956. Fo. अथवा 5/10/17 field by the Company bearing .... n No : 39529
Document No. 09
25/11/03
Asst. Registrar.
REGISTRAR OF COMPANIES

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 ।

MANAGING DIRECTOR

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 .... /

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 समानुदेशितीं / 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 ब्रैंक ने .... दिनांकित एक करार निष्पादित किया है जिसमें अन्य बातों के साथ-साथ ऐसे सामान्य निबन्धन ओंर शत अन्तविंष्ट हैं जिन पर ऐसी विभिन्न ऋण सुत्रिधाए मंजुर की जाएंगी और जो यत्पश्चात् सामान्य करार से सम्बोधित होगा ।

MANAGING DIRECTOR

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 .... 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.

For DILPREET TUBES PVT. LTD.,

Gomi

MANAGING DIRECTOR

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 ....05/12/2007.... 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 वचनवद्द 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.

निम्नलिखित रूप में करार है :

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

MANAGING DIRECTOR.

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 हें । 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 ।

For JALPREET TUBES PVT. LTD.,

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 पढा 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

Bank

Company

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

M/s. Dilpreet Tubes (P) Ltd

20/09/03

Bharat. V. Mehta

and Sudhir V. Mehta

Bharat

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

(N.J.) SL.NO. भारत 46296 HPA/LA
PURCHASER 128063 SE
EXECT/CLMT
SIG OF S.R. Rs.0000101
D.R. OFFICE INDIA STAMP DUTY ANDHR.
R.R. DIST.

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

ngnant
ome/
for

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

SSI 17
Comp. No. 265017.
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

Registered under section 132 of the Companies Act 1956, Form No 8/10/17 field by the Company bearing Registration No: 89529
09
25/4/07
REGISTRAR OF COMPANIES
Asst Registrar.

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.,

MANAGING DIRECTOR

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 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।

DILPREET TUBES PVT. LTD., MANAGING DIRECTOR.

OR

M/s. Dilpreet Tubes Pvt. Ltd. Limited, a company incorporated under the Companies act and having its registered office at Plot No. 8, NG 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

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 क्षतिपुर्तिवन्ध 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 निंम्नलिखित 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.,
Yomi
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.,
Yomi
MANAGING DIRECTOR.

(३) ऋणी के लिए ऐसी गॅरटिया 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

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR

Company

Bank

For STATE BANK OF INDIA

M/s. Dilpreet Tubes (P)

of Directors

20/09/03

V. Mehta

of the Company on ....

In the presence of Bharat V. Mehta and Sudhir V. Mehta

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

ऋणी / The Borrower

स्थान
Place Balanagar (Hyderabad)

दिनांक
Date 20/09/2003

Bharat

Annapoorna/2/207/11/99/20,000

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.

Managing Director

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

Managing Director

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

Managing Director

Galvanising Pvt. Ltd.,
Managing Director

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

Managing Director

For DILPREET TUBES 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 Dalpreet Singh

b. Corporate Guarantees of the following companies:
    1. B.G. Steels(p) Ltd., Medchal, 2-3-577/2, 1st 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

Managing Director

Managing Director

For DALPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

Managing Director

For DALPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

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

For Gurpr... ...vt. Ltd.,
Managing Director

For ... Pvt. Ltd.
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 DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

For B. G. Steels Pvt. Ltd.,

Managing Director

For Gurpre[illegible] Pvt. Ltd.,

Managing Director

For [illegible] 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 B. G. Steels Pvt. Ltd.,
Managing Director

For Gurpreet Galvanising Pvt Ltd.
Managing Director

For ... Tubes Pvt. Ltd.

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 B. G Steels Pvt. Ltd.,
Managing Director

For Gurpre...
Managing Director

For Vinay ... Tubes Pvt. Ltd.
Managing Director

For ... Tubes Pvt. Ltd.,
MANAGING DIRECTOR.

Managing Director

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.

[illegible]. Steels Pvt. Ltd.
Managing Director

For Gurp[illegible] Pvt. Ltd.
Managing Director

For [illegible] 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.

...PREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

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

For G... Galvanising Pvt. Ltd.,
K. S.
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 look 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.

...r 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 D. G. Steels Pvt. Ltd.,
Managing Director

For DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

For Gurpreet Galvanising Pvt. Ltd.
Managing Director

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

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

For Dilpreet Tubes Pvt. Ltd.
Bharat
Director

BORROWER

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

GUARANTOR(S)

FOR DILPREET TUBES PVT. LTD.,
MANAGING DIRECTOR.

...TUBES PVT. LTD.,
MANAGING DIRECTOR

For Dilpreet Tubes Pvt. Ltd.
Director

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

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

FORM 'B'.

EXTENSION OF THE EQUITABLE MORTGAGE

From:
Dilpreet Tubes Pvt. Ltd.
Plot No. 8, Nacharam Industrial Estate
Hyderabad - 500 076 M/s. Dilpreet Tubes

Date: 22/09/2003

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

भारतीय स्टेट बैंक STATE BANK OF INDIA

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

1. I / We am / are writing this to confirm that I / we have deposited with the Bank on 05/12/2002 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 2,00,00,000

Registered under section 132 of the Companies Act, 1956, Form No. 8/10/17 field by the Company ... No: 38529 ... 09 ... 25/11/03

REGISTRAR OF COMPANIES

Asst Registrar.

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 / enhanced limit Rs.
(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..

Company

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

Bank

For DILPREET TUBES PVT. LTD.,

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 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.

THE SCHEDULE I REFERRED TO HEREINABOVE
(List of documents of title)

Documents deposited:
(1) Regd. Sale Deed No. 9916/02 dt. 4/11
(2) EC No.

THE SCHEDULE II REFERRED TO HEREINABOVE
(Description of the immovable properties)

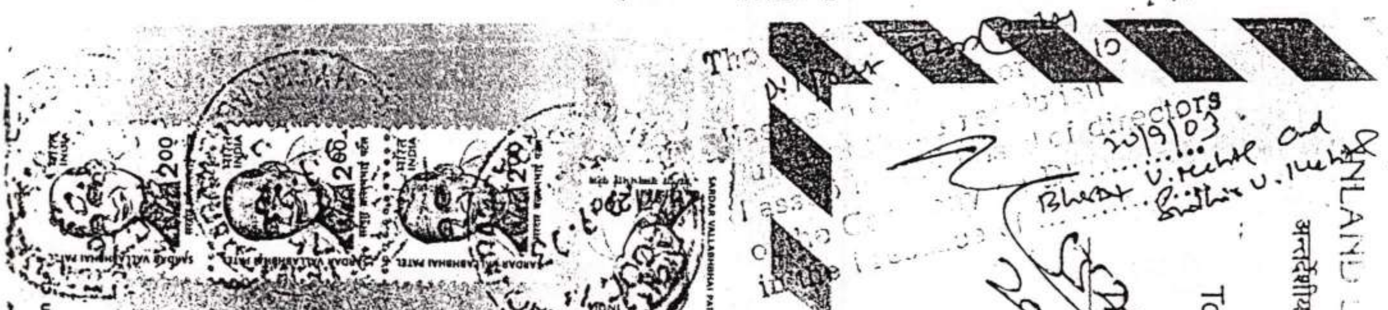
Land and factory shed on plot. No. 8, in survey No(s) 49 and 59 land admeasuring AC 4.00 (Four Acres) situated at Nacharam(V), Uppal (M), Kapra Municipality, RR (Dt) along with shed area of 67500 sq. ft.

Yours faithfully

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

For DILPREET TUBES PVT. LTD.

MANAGING DIRECTOR



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.

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)

Chairman of the Meeting

Bharat

Company

For DILPREET TUBES PVT. LTD.,

MANAGING DIRECTOR.

Dilpreet Singh