

06-SEP-21

HPCL RAJASTHAN REFINERY LIMITED
TEL BHAWAN, SAHKAR MARG
LAL KOTHI VISTAR, JYOTI NAGAR
JAIPUR-302005, RAJASTHAN

Our reference : 006BG07212490001
Issue date : 06-SEP-21
Applicant : MEGHA ENGINEERING AND INFRASTRUCTURES LTD
Guarantee amt. : INR310,704,000.00
Amt. in words : INDIAN RUPEES THREE HUNDRED TEN MILLION SEVEN HUNDRED FOUR THOUSAND ONLY
Stated Expiry date : 05-JUN-25
Stated Claim Expiry date : 05-JUN-26

Dear Sir/ Madam,

Please find enclosed the captioned guarantee duly issued by YES Bank ("the Bank").

The beneficiary of this guarantee is entitled to confirm the authenticity of this guarantee directly by contacting the issuing branch or any of below controlling office:

YES Bank Limited
Yes Bank House,
Off western Express highway,
Santacruz east,
Mumbai 400055.

YES Bank Limited,
NOC Gurgaon BG desk,
DLF Cyber City, 3rd floor,
Building No. 8 A,
Gurgaon 122002.

YES Bank Limited
NOC Chennai BG desk,
One Indiabulls Park,
4th Floor, Tower B,
Plot No. 14, 3rd Main Road,
Ambattur Estate,
Chennai - 600 058.

This guarantee is to be returned immediately post its expiry. Please note that any communication/demand under this guarantee should be specifically made by the official who is authorised under the guarantee and should be made in writing to the issuing branch unless otherwise specified in the enclosed guarantee.

It is confirmed that

1) Mr. LOKESH KUMAR JAIN

2) Mr. SREENIVASULU K

who have signed the above guarantee, are authorised to sign the same on behalf of the Bank.

For YES Bank Limited


(Authorised Signatories)

DATE : 06-SEP-21

PLACE : YES BANK LTD - HYDERABAD BRANCH



Ground Floor, "Mayank Towers", Survey no. 31 (Old), 31/2(New), Raj Bhavan Road, Somajiguda, Hyderabad - 500082



SMS "Help" space <CUST ID>
to +91 92233 90909



YESTOUCH PhoneBanking Number:
1800 1200 (Toll Free for Mobile & Landlines in India) +91 22 30993600 (When calling from Outside India)
Toll Free number from USA / Canada: 1877 659 8044 UK: 808 178 5133 UAE: 8000 3570 3089



Email us at
yestouch@yesbank.in

CIN - L65190MH2003PLC143249

BANK GUARANTEE FOR SECURITY DEPOSIT

TO, HPCL RAJASTHAN REFINERY LIMITED TEL BHAWAN, SAHKAR MARG, LAL KOTHI VISTAR, JYOTI NAGAR JAIPUR-302005, RAJASTHAN, INDIA	BG No.: 006BG07212490001 Date: 06-Sep-2021 BG Amount: INR 31,07,04,000/- Expiry date: 05-Jun-2025 Claim expiry date: 05-Jun-2026
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IN CONSIDERATION OF Messrs. **Hindustan Petroleum Corporation Limited**, a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on Messrs. **Megha Engineering and Infrastructures Limited**, a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered Office at S-2, Technocrat Industrial Estate, Balanagar, Hyderabad 500037, Telangana (Hereinafter called "the supplier") (Which expression shall include executors, administrators and assigns) vide order No. **HRRL/LOA/2021/21 Date: 23.08.2021** (Hereinafter called "the order" which expression shall include any amendments/ alterations to "the order" issued by "the Corporation") for the supply of goods to/execution of services for "**EPCC-06 Package - Sulphur Recovery Block for Rajasthan Refinery Project (RRP) of HPCL Rajasthan Refinery Limited (HRRL), Barmer, Rajasthan, India**" the Corporation" and "the Corporation" having agreed:

- a) Not to insist upon immediate payment of Security Deposit for the fulfilment and performance of the said order
- b) That "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/ or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept Bank Guarantee for the security deposit.

1. We, **YES Bank Limited.**, a company incorporated and registered under the Companies Act 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949 and having its registered office at **YES Bank Limited, YES Bank House, Off Western Express Highway, Santacruz East, Mumbai 400055**, and one of its branches at **Ground Floor, "Mayank Towers", Survey No. 31 (Old), 31/2 (New), Raj Bhavan Road, Somajiguda, Hyderabad 500082** (Hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the Supplier" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding **INR 31,07,04,000/- (Indian Rupees Thirty One Crore Seven Lakh Four Thousand only)** against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non-performance and fulfilment or for any breach on the part of the Supplier of any of the terms and conditions of the said Order.

2. We, **YES Bank Limited** further agree that "the Corporation" shall be sole judge whether the said "Supplier" has failed to perform or fulfil the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defences to which we as guarantors and/ or "the Supplier" may be entitled to.

For YES BANK LTD.


 Authorised Signatory


For YES BANK LTD.


 Authorised Signatory

3. We, **YES Bank Limited** further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank's" liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, **YES Bank Limited** further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. However, it has been agreed between "the Supplier" and "the Corporation" Bank Guarantee for security deposit is Valid up to a period of 3 (Three) months beyond the expiry of the defects liability period as per the terms of the Order No. **HRRL/LOA/2021/21** dated. **23.08.2021**.

6. **Notwithstanding Anything Contained Herein Above:**

i. Our liability under this guarantee shall not exceed restricted **INR 31,07,04,000/- (Indian Rupees Thirty One Crore Seven Lakh Four Thousand only)**.

ii. This Bank Guarantee shall be valid up to and including **05-Jun-2025** and

iii. We are liable to pay the guarantee a mount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of 365days from the date of expiry of this guarantee i.e. **05-Jun-2026**

7. We, **YES Bank Limited** further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.

8. We, **YES Bank Limited**, lastly agree that "the Bank's" liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".

9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Supplier" and "the Bank" in this regard.

IN WITNESS WHEREOF, the Bank has executed this document on this **06th** day of **Sep 2021** at **Hyderabad**.

For **YES Bank Limited**

Authorized Signatory

Place:

Date:

Name: **Lokesh Kumar Jain**

Designation:



For **YES Bank Limited**

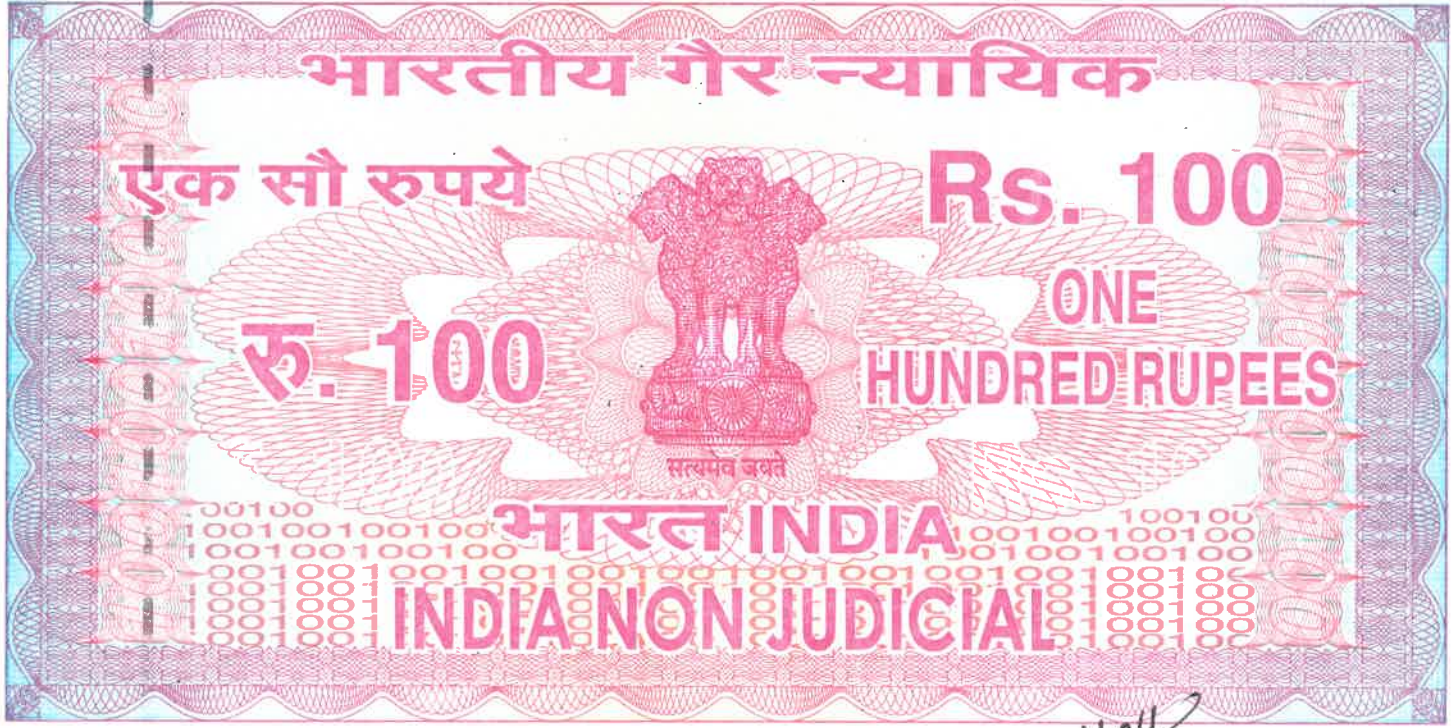
Authorized Signatory

Place:

Date:

Name: **Sneha Narasimhaiah**

Designation:



తెలంగాణ తెలంగాణ TELANGANA

[Signature]

AG 914373

Sr. No. *1224* Date. 01.09.2021 Value: 100/-
Purchaser : B. SAI RAM
S/o : B. Satyanarayana R/o. Hyd
For Whom: YES BANK LTD

B. MARY
Licenced Stamp Vendor
LIC:16-07-01/2013, Ren.No.16-07-06/19
5-9-22/11/104, Hill Top Colony
Adarshnagar, Hyderabad, District
Ph.No.:4048505536 / 9885096145

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 006BG07212490001 dated 06-SEP-21 issued by us in favor of HPCL RAJASTHAN REFINERY LIMITED on behalf of MEGHA ENGINEERING AND INFRASTRUCTURES LTD

For YES Bank Limited

[Signature]

Authorised Signatories

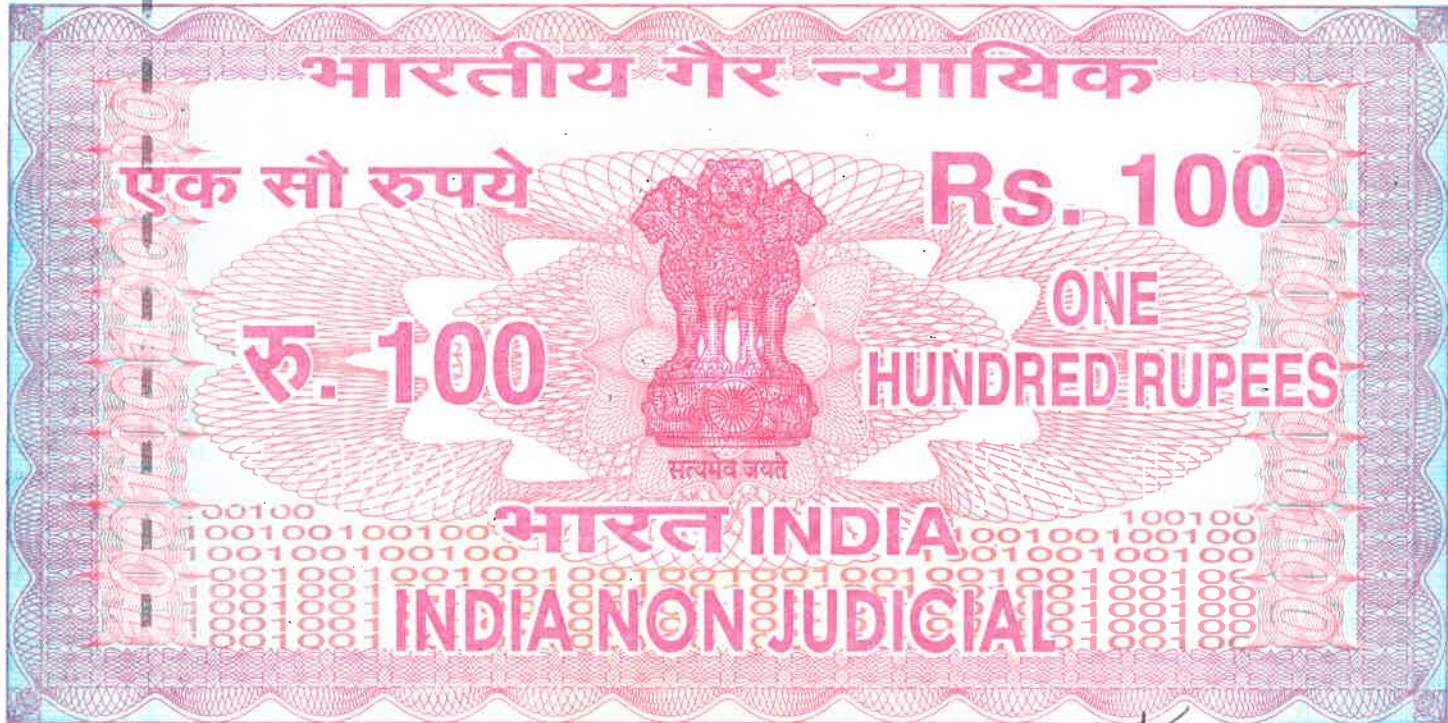


For YES Bank Limited

[Signature]

Authorised Signatories

Date: 06-SEP-21
Place: YES BANK LTD - HYDERABAD BRANCH



తెలంగాణ తేలంగానా TELANGANA

[Signature]

AG 914372

Sr. No. *1720* Date. 01.09.2021 Value: 100/-
Purchaser : B. SAI RAM
S/o : B. Satyanarayana R/o. Hyd
For Whom : YES BANK LTD

B. MARY
Licenced Stamp Vendor
LIC:16-07-01/2013, Ren.No.16-07-06/19
5-9-22/11/104, Hill Top Colony
Adarshnagar, Hyderabad, District
Ph.No.:4048505536 / 9885096145

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For YES Bank Limited

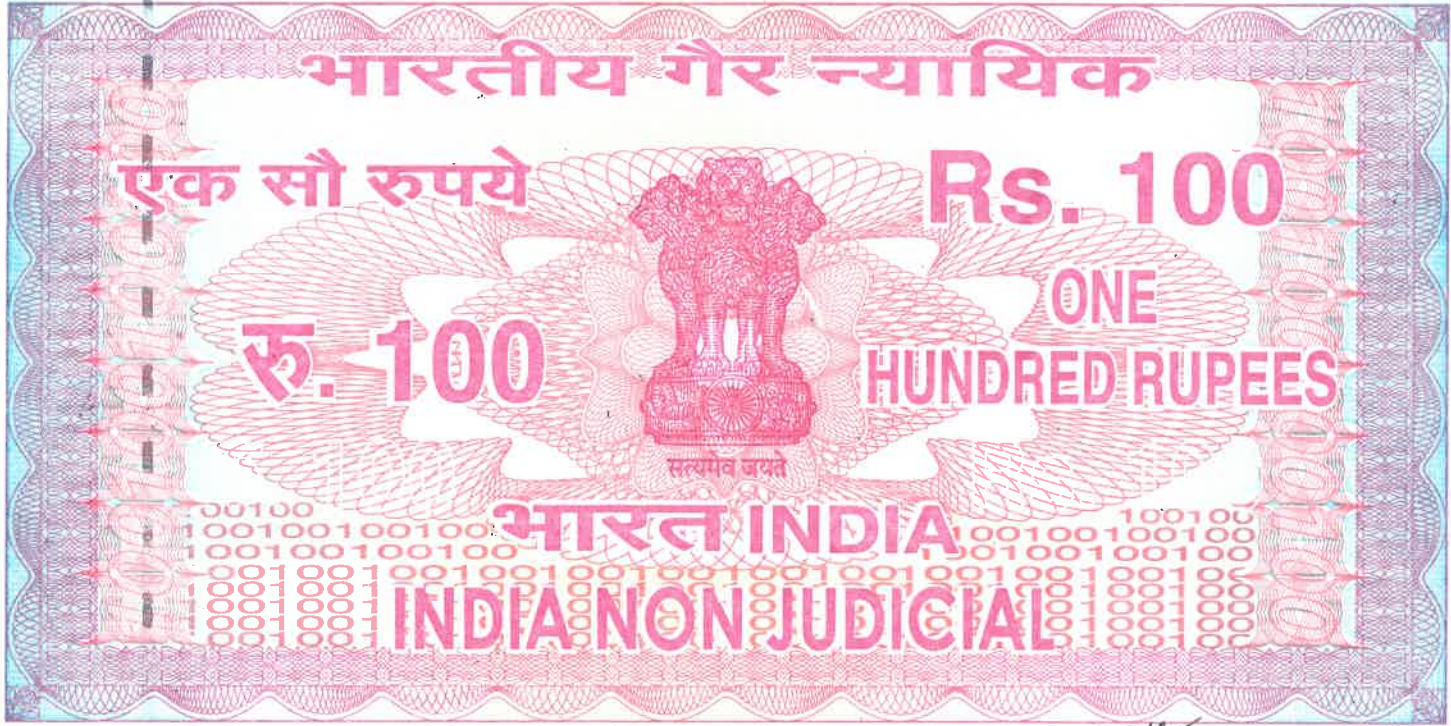
[Signature]
Authorised Signatories



For YES Bank Limited

[Signature]
Authorised Signatories

Date: 06-SEP-21
Place: YES BANK LTD - HYDERABAD BRANCH



తెలంగాణ తెలంగాణ TELANGANA

Sr. No. 1722 Date. 01.09.2021 Value: 100/-
Purchaser : B. SAI RAM
S/o : B. Satyanarayana R/o. Hyd
For Whom: YES BANK LTD

AG 914374

B. MARY

Licenced Stamp Vendor
LIC:16-07-01/2013, Ren.No.16-07-06/19
5-9-22/11/104, Hill Top Colony
Adarshnagar, Hyderabad, District
Ph.No.:4048505536 / 9885096145

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For YES Bank Limited

Authorised Signatories

Date: 06-SEP-21
Place: YES BANK LTD - HYDERABAD BRANCH



For YES Bank Limited

Authorised Signatories