P. SRINIVAS IN 1874 (1974) (19





₹ 0000500/-

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BÁNK GUARANTEE (ADVANCE)

1303923BG 0000334

To

M/s. HPCL Rajasthan Refinery Limited, TEL BHAWAN, SAHKAR MARG, LAL KOTHI VISTAR, JYOTI NAGAR, JAIPUR – 302005, RAJASTHAN, INDIA BG No.:

Date: 3 1 MAR 2023

BG Amount: **INR 10,36,85,843/**-Validity up to: **28.03.2024** Claim validity up to: **28.04.2024**

In CONSIDERATION OF MESSRS. HPCL Rajasthan Refinery Limited, a Government of India Company registered under the Companies Act 1956, having its registered office at Tel Bhawan, Sahkar Marg, Lal Kothi Vistar, Jyoti Nagar, Jaipur – 302005, Rajasthan, India (hereinafter called "the Corporation" which expression shall include its successors in business and assigns) having placed an order on Messrs. Megha Engineering & Infrastructures Limited, a company registered under the Companies Act,1956 having its office at S-2, TIE, Balanagar, Hyderabad – 500 037, Telangana (Hereinafter called "the Supplier" which expression shall include its successors and assigns) vide Order No. HRRL/LOA/2021/21, Date: 23.08.2021 (hereinafter called "the Order" which expression shall include any amendments/alterations there to as issued by "the Corporation") for the supply of goods/to the execution of Service for "the Corporation" and having agreed to pay the supplier as and by way of advance up to a sum of INR 10,36,85,843/- (Indian Rupees ten crore thirty six lakh eighty five thousand eight hundred forty three only) being 10% of the value of the order in terms of "the Order" on production of an Acceptable Bank Guarantee for an amount of INR 10,36,85,843/- (Indian Rupees ten crore thirty six lakh eighty five thousand eight hundred forty three only).

- 1. We, **State Bank of India** a bank incorporated/ constituted under the laws of India and having its central office at Nariman Point, Mumbai and a branch office inter alia at Corporate Clients Group Branch, Door No. 8-2-684/2/A, 1st Floor, Anand Banjara Colony, Road No.12, Banjara Hills, Hyderabad 500 034 (hereafter referred to as "the Bank") doat the request and on behalf of "the Supplier's" hereby agree to pay "the Corporation" without any demur on first demand an amount not exceeding **INR 10,36,85,843/-(Indian Rupees ten crore thirty six lakh eighty five thousand eight hundred forty three only)** against any loss or damage, costs, charges and expenses caused to or suffered or would be caused to or suffered by "the Corporation" by reason of any breach on the part of "the Supplier" of any of the terms and conditions of the said order.
- 2. We, **State Bank of India** further agree that "the Corporation" shall be sole judge whether the said "Supplier" has committed breach of any of the 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 favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Supplier" may be entitled to.

Contd....2.

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

उप प्रवंधक (व्या.वि.)/ Dy. Manager (TF) चाणिज्यक ग्राहक समूह शाखा 13039, हैद. Commercial Clients Group Br. 13039 Hyd.

> A. JAYANTI outy Manager on J-3478 nag, Hyd.

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

उप प्रबंधक (व्या.वि.) / Dy. Manager (TF) वाणिज्यक ग्राहक समूह शाखा 13039, हैद. Commercial Clients Group Br. 13039 Hyd.

N.M.V.S. MURTHY
Without Manager
2.4 rat. 10117
CCG-10000, Hyderabad

:2:

BG No.:

Date: 3 1 MAR 2023

BG Amount: INR 10,36,85,843/-Validity up to: 28.03.2024 Claim validity up to: 28.04.2024

- 3. We, State Bank of India 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 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 there to, our liability under this guarantee being absolute and unconditional. We State Bank of India further agree that the guarantee herein contained shall remain in full force and continue to have full effect so long as the said amount remains unadjusted, provided, however, the value of the guarantee shall progressively reduce upon any adjustments being made by "the Corporation" against the said advance and "the Corporation" rights shall extend only to the value of the unadjusted amount.
- 4. We, State Bank of India, 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 or from 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 Supplier" or by any such matter or things whatsoever which under the law relating to sureties would be for this provisions have the effect of relieving us.

5. Notwithstanding anything contained herein above:

- i. The Bank's liability under this Guarantee/Undertaking shall not exceed INR 10,36,85,843/- (Indian Rupees ten crore thirty six lakh eighty five thousand eight hundred forty three only).
- ii. This Bank Guarantee/ Undertaking shall remain force up to and including 28.03.2024 and any extension(s) thereof: and
- iii. The Bank shall be released and discharged from all liability under this Guarantee / Undertaking unless a written claim or demand is issued to the Bank on or before 28.04.2024 or the date of expiry of any extension(s) thereof if this Guarantee / Undertaking has been extended.
- iv. This guarantee shall come into effect and force from the date of release of advance money of INR 10,36,85,843/- (Indian Rupees ten crore thirty six lakh eighty five thousand eight hundred forty three only) through RTGS to the account No. 63041687053 of Megha Engineering & Infrastructures Limited maintained with State Bank of India. Commercial Clients Group Branch, Door No. 8-2-684/2/A, 1st Floor, Anaand Banjara Colony, Road No.12, Banjara Hills, Hyderabad 500 034; IFSC: SBIN0013039 by the Messrs. HPCL Rajasthan Refinery Limited, but in no case later than 90 days from the

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

उप प्रवंधक (र्ज्या.वि.) Dy. Manager (TF) योगिज्यिक ग्राहक समूह शाखा 13039, हैद. Commercial Clients Group Br. 13039 Hyd.

> A. JAYANTI Deputy Manager SS. No.J-3478

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

उप प्रवंधक (व्या.वि.) / Dy. Manager (TF) वाणिज्यिक ग्राहक समूह शाखा 13039, हैद. Commercial Clients Group Br. 13039 Hyd. N.V.V.S. MANTHY

Deputy Manager S.S. No. 10117 CCG-13039, Hydraghad

BG No.:

Date:

BG Amount. INR 10,36,85,843/-Validity up to: 28.03.2024

Claim validity up to: 28.04.2024

3-1 MAR 2023

date of issuance of this bank guarantee, i.e., till2.9........................ If the advance money is not credited within 90 days from the date of issuance of this bank guarantee, i.e.,2.9........., then the bank guarantee shall stand automatically cancelled irrespective of whether this bank guarantee is returned in original or not and will be treated as null and void ab-initio.

- We, State Bank of India further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
- 7. We, State Bank of India lastly agree that "the Bank" liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".
- We, State Bank of India 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.

कृते भारतीय स्टेट <mark>बैंक</mark> For STATE BANK OF INDIA

उप प्रबंधक (व्या.वि.) Dy. Manager (TF) वाणिज्यिक ग्राहक समूह शाखा 13039, हैंद. Commercial Clients Group Br. 13039 Hyd.

> A. JAYANTI Deputy Manager SS. No.J-3478

For State Bank of India Br.-13039, Hyd.

(By its constituted attorney) (Signature of a person authorized to sign on behalf of "the Bank")

कृते भारतीय स्टेट बैंक FOR STATE BANK OF INDIA

- News उप प्रबंधक (ब्या.वि.) / Dy. Manager (TF) वाणिज्यिक ग्राहक समूह शाखा 13039, हैद. Commercial Clients Group Br. 13039 Hyd.

> N.V.V.S. MURTHY **Deputy Manager** S.S. No. 10117 CCG-13039, Hyderabad

For State Bank of India (By its constituted attorney) (Signature of a person authorized to sign on behalf of "the Bank")

State Bank of India

Commercial Clients Group Br. 13039 1st & 2nd Floor, D.No.8-2-684/2/A, Road No.12, Anand Banjara Colony, Banjara Hills, Hyderabad - 500 034 India E-mail: cmcsd.ccghyd@sbi.co.in THE BENEFICIARY IN THEIR OWN INTEREST MAY VERIFY THE GENUINENESS OF THE GUARANTEE FROM THE FOLLOWING OFFICE OF THE BANK.



SWIFT

Main Reference NO: 1303923BG0000334 Transaction Reference NO: 1303923BG0000334

Unit Code:

13039

Operator:

5598044

Module Name:

BGIF

Function Name:

Inland_Issue_Bank_Guarantee

Transaction Date:

31-03-2023

Transaction Time:

Event Time:

7033:

1

MT760COV ackFlag: notifyFlag: **B1**: **Outgoing SWIFT Header 1** F01SBIN001303950000000000 **B2**: Receiver's BIC Code 1760SBIN0009995N Transaction Referance Number (Issuing 7020: Bank Guarantee Number) 1303923BG0000334 Type of Bank Guarantee: Performance, 7024: Financial, Others **FINANCIAL Amount of Guarantee Currency Code** 7025: Amount INR103685843, **Guarantee Validity Guarantee From Date** 7026: Guarantee To Date 2023033120240327 7027: **Guarantee Effective Date** 20230331 7029: End date for lodgement of claim 7030: Place of lodgement of claim STATE BANK OF INDIA 7031: Issuing Branch IFSC SBIN0013039 7032: Issuing branch name and address STATE BANK OF INDIA Deputy Manager SBI, DOOR NO.8 SS. No.J-3478 ANAND BANJARA COLONY SBI, CCG Br.-13039, Hyd.

HYDERABAD

N.V.S. MURTHName of applicant and his details

7034:

7035:

7036:

7037:

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7040:

7046:

7047:

7048:

20Z:

MEGHAENGINEERINGANDINFRASTRUCTURES

LTD S2 TECHNOCRAT INDL ESTATE BALANAGAR HYDERABAD TELANGANA INDIA

Name of Beneficiary and his details

HPCL RAJASTHAN REFINERY LIMITED TEL BHAWAN, SAHKAR MARG, LAL KOTHI

VISTAR,

JYOTI NAGAR, JAIPUR 302005.

Beneficiary IFSC

SBIN0009995

Beneficiary branch name and address

STATE BANK OF INDIA 23 J N HEREDIA MARG, NEVILLE HOUSE, BALLARD ESTATE MUMBAI INDIA

Sender to Receiver Information

HY 5451994

Purpose of Guarantee

ADVANCE BG

Stamp Duty Electronically Paid (Y/N)

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Date of Payment

20230331

Place of Payment

COMMERCIAL CLIENT GROUP BRANCH

e-Bank Guarantee to be held in Demat

Form(Y/N)

Ν

Transaction Reference Number

NON-REGULAR

A. JAYANTI Deputy Manager SS. No.J-3478 SBI, CCG Br.-13039, Hyd.

N.V.V.S. MURTHY
Deputy Manager
S.S. No. 10117
CCG-13039, Hyderabad