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### BANK GUARANTEE (ADVANCE)

To M/s. HPCL Rajasthan Refinery Limited, TEL BHAWAN, SAHKAR MARG, LAL KOTHI VISTAR, JYOTI NAGAR, JAIPUR - 32005, RAJASTHAN, INDIA	BG No.: 1303923FC0000322 Date: 31.03.2023 BG Amount: EURO 12,707,427.00 Validity up to: 27.03.2024 Claim validity up to: 27.04.2024
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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/2021/40 Date: 13.11.2021** (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 **EURO 12,707,427.00 (Euro Twelve Million Seven Hundred Seven Thousand Four Hundred Twenty Seven 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 **EURO 12,707,427.00 (Euro Twelve Million Seven Hundred Seven Thousand Four Hundred Twenty Seven 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") do at 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 **EURO.12,707,427.00 (Euro Twelve Million Seven Hundred Seven Thousand Four Hundred Twenty Seven 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.

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कृते भारतीय स्टेट बैंक  
For State Bank of India

प्रबंधक (आई.बी.) Manager (IB)  
कमर्शियल क्लाइंट्स ग्रुप शाखा, हैद.  
CCG Branch (13039), Hyderabad

**RAKHI RANI GHOSH**  
SS No.11544  
CCG, Hyderabad-13039

कृते भारतीय स्टेट बैंक  
For STATE BANK OF INDIA

प्रबंधक (आई.बी.) Manager (IB)  
कमर्शियल क्लाइंट्स ग्रुप शाखा, है.  
CCG Branch, Hyderabad (13039)

**DVSRS SARMA**  
SS No. 11794  
SBI, CCG Br - 13039, HYD.

: 2 :



BG No.: 1303923 FG0000322

Date: 31.03.2023

BG Amount: EURO 12,707,427.00

Validity up to: 27.03.2024

Claim validity up to: 27.04.2024

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:**
- The Bank's liability under this Guarantee/Undertaking shall not exceed **EURO 12,707,427.00 (Euro Twelve Million Seven Hundred Seven Thousand Four Hundred Twenty Seven only)**.
  - This Bank Guarantee/Undertaking shall remain force up to **27.03.2024** and any extension(s) thereof; and.
  - 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 **27.04.2024** or the date of expiry of any extension(s) thereof if this Guarantee / Undertaking has been extended.
  - This guarantee shall come into effect and force from the date of release of advance money of **EURO 12,707,427.00 (Euro Twelve Million Seven Hundred Seven Thousand Four Hundred Twenty Seven 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, Anand 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

Contd...3.

कृते भारतीय स्टेट बैंक  
For State Bank of India

प्रबंधक (आई.बी.) Manager (IB)  
कमर्शियल क्लाइंट्स ग्रुप शाखा, हैद.  
CCG Branch (13039), Hyderabad

**RAKHI RANI GHOSH**  
SS No.11544  
CCG, Hyderabad-13039

कृते भारतीय स्टेट बैंक  
For STATE BANK OF INDIA

प्रबंधक (आई.बी.) Manager (IB)  
कमर्शियल क्लाइंट्स ग्रुप शाखा, है.  
CCG Branch, Hyderabad (13039)

**DVSRS SARMA**  
SS No. 11794  
SBI, CCG Br - 13039, HYD.



: 3 :

BG No.: 1303923 FQ 0000322

Date: 31.03.2023

BG Amount: EURO 12,707,427.00

Validity up to: 27.03.2024

Claim validity up to: 27.04.2024

the date of issuance of this bank guarantee, i.e., till 28.06.2023. If the advance money is not credited within 90 days from the date of issuance of this bank guarantee, i.e., 31.03.2023, 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.

6. 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".
8. 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.

IN WITNESS Where of **State Bank of India** has executed this document at Hyderabad on this day of 31st March 2023.

कृते भारतीय स्टेट बैंक  
For State Bank of India

प्रबंधक (आई.बी.) / Manager (IB)  
कमर्शियल क्लाइंट्स ग्रुप शाखा, हैद.  
CCG Branch (13039), Hyderabad

RAKHI RANI GHOSH  
SS No. 11544  
CCG, Hyderabad-13039

**For State Bank of India**  
(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

प्रबंधक (आई.बी.) / Manager (IB)  
कमर्शियल क्लाइंट्स ग्रुप शाखा, हैद.  
CCG Branch, Hyderabad (13039)

DVSRS SARMA  
SS No. 11794  
SBI, CCG Br - 13039, HYD.

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