

**FORM OF BANK GUARANTEE LIEU OF SECURITY DEPOSIT
IN INDIVIDUAL CONTRACT**
(On Non-Judicial Stamp Paper)
(Condition No. 9)

To
Aravali Power Company Private Limited
Indira Gandhi Super Thermal Power Project, Jhajjar
Post. Jharli, District- Jhajjar (Haryana)
Pin No. 124125

1. In consideration of the Aravali Power Company Private Limited (Indira Gandhi Super Thermal Power Project, Jhajjar), having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional area, Lodhi Road, New-Delhi-110 003 (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No..... dated issued by APCPL, which has been unequivocally accepted by the Contractor for the work of..... (hereinafter called the said Contract) to accept a deed of Guarantee as herein provided for Rs..... (Rupees.....only.) from a Nationalized Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills, for the due fulfillment by the said Contractor of the terms and conditions contained in the said Contract. We, the..... Bank (hereinafter referred to as "the said Bank" and having our registered office at..... do hereby undertake and agree to indemnify and keep indemnified the Company from time to time to the extent of Rs.....(Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be or that may be caused to or suffered by the Company by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Company on demand and without demur to the extent aforesaid.
2. We.....Bank, further agree that the Company shall be that sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof and decision of the Company that the said Contractor had committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Company under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that terms

* Refer Note at the end of Proforma.

and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Company shall have not claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e.(date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. The Company shall have the fullest liberty with out affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract or the extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge out liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from

M/s.....on whose behalf this guarantee is issued.

In presence of:

For and on behalf of (the Bank)

Signature.....

WITNESS

Name & designation.....

1.....

Authorisation No.....

2.....

Date and Place.....

Bank's Seal.....

The above guarantee is accepted by the Aravali Power Company Private Limited (Indira Gandhi Super Thermal Power Project, Jhajjar.)