

DRAFT BANK GUARANTEE

(On a stamp paper of value Rs. 200/-)

1. In consideration of M/s Maharashtra Airport Development Company Limited (MADC), a Company registered under the Companies Act, 1956 having its registered office at 8th Floor, World Trade Centre, Cuffee Parade, Mumbai – 400 005 (hereinafter referred to as “Beneficiary” which expression unless repugnant to context shall include its administrators, successors & assigns) having agreed to accept Bank Guarantee from M/s _____ (hereinafter called the “Principal”) of Rs. _____ (Rupees _____ only) towards security deposit for New Connection/additional Security Deposit for enhancement of contract demand instead of depositing the Security Deposit by way of Demand Draft under the terms and conditions of Beneficiary’s letter No. _____ dated _____ (hereinafter referred to as the “Letter”), we _____ Bank (hereinafter referred to as the “Bank”) do hereby undertake to pay the Beneficiary an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Beneficiary by reason of any breach by the said Principal of any of the terms or conditions contained in the said Letter.
2. We _____ Bank do hereby undertake to pay the Beneficiary any all monies payable under this guarantee without any demur or protest and without recourse to the Principal, merely on your first written demand or authenticated tele-transmission message stating that the amount (s) claimed are due by ways of loss or damage caused to or would be caused to or suffered by the Beneficiary by reason of any breach by the said Principal of any of the terms or conditions contained in the said letter. We the Bank further agree that the Beneficiary shall be the sole judge to decide whether the principal has committed any breach of terms and conditions of the said letter and that the decision of the Beneficiary shall be final and binding as to factum of breach and amount (s) payable by the Bank. However, our liability to this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, _____ Bank further agree that the guarantee herein contained shall be effective upon its issue and shall remain in full force and effect until all dues of the Beneficiary under or virtue of said letter have been fully paid and its claims satisfied or discharged or till the Beneficiary certifies that the terms and conditions of the said letter have been fully and properly carried out by the said principal and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing within 3 months of this date i.e. on or before _____, we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ Bank further agree that the Beneficiary 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 letter or to extend time of performances by the said Principal or to postpone any time or from time to time or any of the powers exercisable by the Beneficiary against the said Principal and to forbear or enforce any of the terms and conditions relating to the said letter and we the _____ bank shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Industries Ltd., or for any forbearance, act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the said Principal or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We, _____ Bank further undertake not to revoke this guarantee during its currency except with the previous consent of Beneficiary in writing.
6. This guarantee shall not be affected by any change in the constitution of the Contractor or us, nor shall it be affected by any change in the Beneficiary's constitution.
7. The Bank confirms that it has power to issue this Guarantee and the undersigned has full power and authority to act for & on behalf of the Bank in respect of this Guarantee and has been appropriately stamped as per laws prevalent in Maharashtra.
8. Notwithstanding anything contained herein our liability under this Bank Guarantee shall not _____ exceed _____ Rs. _____ (Rupees _____ only.) This Bank Guarantee shall be valid until _____ and we are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____.

IN WITNESS WHEREOF the undersigned for & on behalf of the Bank has signed this Guarantee on _____ day of _____ month _____ year.

FOR & ON BEHALF OF THE BANK

AUTHORISED SIGNATURE