

BANK GUARANTEE
FORMAT

(Non Judicial Stamp
Paper)

BANK GUARANTEE NO.:
NAME OF THE BANK, BRANCH &
ADDRESS: ACCOUNT:
LIMIT :
DATE OF EXPAIRY :

To
The Chief Engineer
India Power Corporation Ltd.
Sanctoria
P.O. Dishergarh - 713 333,

Dist. Burdwan,

WB.

Dear Sir,

1. In consideration of India Power Corporation Ltd. , (hereinafter called "IPCL") having agreed to accept a Bank Guarantee towards Security Deposit in connection with power connection to M/s. (name of the consumer) under the terms and conditions of the agreement (thereinafter called the said agreement) make between IPCL and M/s. (name of the consumer), we, (name of the banker) a company incorporated under the companies Act 1956 having its registered office at (local branch address) (hereinafter referred to as "the Bank") at the request of M/s.(name of the consumer) do hereby undertake to pay to IPCL an amount not exceeding Rs. (Rupees only) against any loss or damage caused to or suffered by IPCL by reason of any breach by the said M/s. (name of the consumer) of any terms and conditions as contained in the said agreement.

2. We, (name of the banker) do hereby undertake to pay the amount due and payable under this Guarantee without any demur and without reference to M/s. (name of the consumer) merely on a demand from IPCL stating that the amount claimed is due by way of loss or non payment of bills by M/s. (name of the consumer) or damage caused to or would be caused to or suffered by IPCL by reason of breach by the said M/s. (name of the consumer) of any of the terms and conditions contained in the said agreement or by reason of M/s. (name of the consumer) failure to pay the amount of bill of Electricity Charges in terms of the said agreement. Any such payment made by the Bank shall be conclusive as regards the amount due or payable by the

Bank under this guarantee. Further, or liability under this guarantee shall be restricted to the amount not exceeding Rs.....(Rupees only)

3. We, (name of the banker) undertake to pay to the IPCL any money so demanded on account of non payment of bills by M/s. (name of the consumer) to IPCL and we also undertake to pay the amount of bills on demand of IPCL notwithstanding any dispute or disputes raised by M/s. (name of the consumer) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this agreement will be absolute and unequivocal.

4. We, (name of the banker) further agreed that the guarantee herein contained shall remain in full force and effect till from the date hereto and that it shall continue to be enforceable till the date of its expiry.

5. We, (name of the banker) further agreed that the IPCL shall have the fullest liberty without our concern and without effecting any manner or obligations herein to vary any of the terms and conditions of the said agreement, but shall not be relieved from our liabilities by reason of any such variations.

6. We, (name of the banker) undertake not to revoke this guarantee during its currency except with the previous consent of the IPCL in writing.

7. We, (name of the banker) have the power to issue this guarantee in favour of IPCL under the Memorandum of Associations and the undersigned have the full power to do under the power of attorney dated granted to him by the Bank.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED OUR LIABILITY UNDER THE GUARANTEE SHALL :

**a) BE LIMITED TO A SUM OF Rs.
(Rupees
.....only)**

b) STAND COMPLETELY DISCHARGED AND ALL YOUR RIGHTS UNDER THE GUARANTEE SHALL STAND EXTINGUISHED IF NO CLAIM OR DEMAND IS MADE UPON US IN WRITING AND RECEIVED BY US ON OR BEFORE

Place :
.....
..... Dated:
.....
...

