

Format for Performance Bank Guarantee

(To be submitted on Rs. 500/- (five hundred) non judicial stamp paper)

Bank Guarantee No. _____ dated _____

M/s Smart Kalyan-Dombivli Development Corporation Limited (SKDCL),
Sarvodaya Mall,
Near APMC Market,
Kalyan (West) Dist.
Thane - 421301. INDIA.

Dear Sirs,

In consideration of M/s **Smart Kalyan-Dombivli Development Corporation Limited (SKDCL)**, [hereinafter referred to as '**SKDCL**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s _____ having its registered/principal office at _____ [hereinafter referred to as '**Supplier/Contractor**'

Note (i) which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with **SKDCL** a sum of Rs. _____ towards security / performance guarantee in lieu of the said "**Supplier/Contractor**" **Note (i)** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. _____ as required under the terms and conditions of Contract / Work Order / Purchase Order no. **Note (ii)** _____ dated _____ [hereinafter referred as the '**Order**'] placed by **SKDCL** on the said '**Supplier/Contractor**', **Note (i)** we

[Hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **SKDCL** an amount not exceeding Rs. _____ [Rupees _____] on demand made by **SKDCL** on us due to a breach committed by the said "**Supplier/Contractor**" **Note (i)** of the terms and conditions of the **Order**.

1. We _____ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **SKDCL** stating that the "**Supplier/Contractor**" **Note (i)** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **SKDCL** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said "**Supplier/Contractor**" **Note (i)** regarding the validity of such breach and we agree to pay the amount so demanded by **SKDCL** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ [Rupees _____].

2. We, _____ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till all the dues of **SKDCL** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **SKDCL** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the "**Supplier/Contractor**" **Note (i)** and accordingly discharge the guarantee.

3. We _____ **the Bank**, undertake to pay to **SKDCL** any money so demanded notwithstanding any dispute or disputes raised by the said "**Supplier/Contractor**" **Note (i)** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and they said "**Supplier/Contractor**" **Note (i)** shall have no claim against us for making such payment.

4. We _____ **the Bank** further agree that **SKDCL** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and

conditions of the **Order** or to extend time of performance by the said “**Supplier/Contractor**” **Note (i)** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **SKDCL** against the said “**Supplier/Contractor**” **Note (i)** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said “**Supplier/Contractor**” **Note (i)** or for any forbearance, act or omission on the part of **SKDCL** or any indulgence by **SKDCL** to the ‘**Supplier/Contractor**’ **Note (i)** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. In order to give full effect to this guarantee, **SKDCL** will be entitled to act as if the **BANK** were the principal debtor and the **BANK** hereby waives all rights of surety ship.

6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees _____] and shall remain in force up to _____ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period) (**the period should be additional six months from effective period of security/performance guarantee**) Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period including additional period of six months over contractual/extended period, we shall be discharged from all liabilities under this guarantee thereafter.

7. The claim, if any, under this guarantee, shall be lodged at (address of **BANK & Branch**) _____.

8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said “**Supplier/Contractor**” **Note (i)** or the provision of the contract between “**Supplier/Contractor**” **Note (i)** and **SKDCL**.

9. The **BANK** hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between **SKDCL** and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to **Chief Executive Officer (CEO) Smart Kalyan-Dombivli Development Corporation Limited (SKDCL)** at its registered office at Sarvodaya Mall, Near APMC Market, Kalyan (West) Dist. Thane - 421301. INDIA.

10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

11. We, _____ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **SKDCL** in writing.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____ . (Bank)

Signature of Authorized Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No:

Fax No:

Email Id:

While issuing Bank Guarantee,

(Note: Strikeout which is not applicable at all places is the format ‘Supplier/Contractor’

(i) For supply - the word supplier will remain

For contracts/work order - the word contractor will remain

(ii) For contracts/work order/purchase order only one applicable word will remain.

For example for supply only purchase order no. will remain)