

FORMAT OF BANK GUARANTEE

(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution and should be in the name of the Guarantor Bank)

In consideration of the *[Insert name of the Potential Resolution Applicant, together with address and other details]* agreeing to undertake the obligations under the Expression of Interest dated [●] submitted by *[Insert name of Potential Resolution Applicant]*, together with all other requisite documents, for Jhabua Power Limited in relation to the Invitation for Expression of Interest issued by the Resolution Professional, the *[Insert name and address of the bank issuing the guarantee and address of the head office]* (“**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to *[Insert name of beneficiary]* (hereinafter referred to as the “**Beneficiary**”) forthwith on demand in writing from the Beneficiary or any officer authorised by it in this behalf, any amount up to and not exceeding Rs. 10,00,000 (Rupees Ten Lakh Only) on behalf of *[Insert name of the Potential Resolution Applicant]* (“**Bank Guarantee**”).

This Bank Guarantee shall remain valid and binding on the Guarantor Bank for a period not exceeding 3 (three) months from the date hereof, i.e. up to _____ *[To insert date of validity, calculated based on date of issuance of the BG]* and shall in no event be terminable by notice or any change in the constitution of the Guarantor Bank and/or the Beneficiary or by any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between*[Insert name of the Potential Resolution Applicant]* (“**Potential Resolution Applicant**”) and the Guarantor Bank or any other person.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Beneficiary made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Beneficiary.

The Guarantor Bank shall make payment hereunder on first demand without demur, protest, restriction or conditions notwithstanding the existence of any dispute between Potential Resolution Applicant and Beneficiary or any objection by *[Insert name of the Potential Resolution Applicant]* and / or any other person. The Guarantor Bank shall not require the Beneficiary to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against the Beneficiary in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction. The Guarantor Bank represents that this Bank Guarantee is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This Bank Guarantee shall not be affected in any manner by any dispute or disagreement between any persons, merger, amalgamation, restructuring, liquidation, winding up, dissolution or any change in the constitution of the Guarantor Bank.

This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the Beneficiary shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the *[Insert name of Potential Resolution Applicant]*, to make any claim against or any demand on the *[Potential Resolution Applicant]* or to give any notice to the *[Potential Resolution Applicant]* or to exercise, levy or enforce any distress, diligence or other process against the *[Potential Resolution Applicant]*.

The Guarantor Bank hereby agrees and acknowledges that the Beneficiary shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Bank Guarantee is restricted to Rs. 10,00,000 (Rupees Ten Lakh Only) and it shall remain in force until *[Insert date of validity]*, with an additional claim period upto [●]. We are liable to pay the guaranteed amount or any part thereof under this Guarantee once the Beneficiary serves upon us a written claim or demand.

In witness whereof the Guarantor Bank, through its authorised officer, has set its hand and stamp on this day of at

Witness:

1..... Signature

Name and Address. Name:

2..... Designation with Bank Stamp

Name and Address

Attorney as per power of attorney No

For:

..... *[Insert Name of the bank]*

Banker's Stamp and Full Address:

Dated this day of 20.....