

**BANK GUARANTEE FORMAT  
FOR SECURITY DEPOSIT**

Date of Issue: -----  
Effective Date (1): -----  
Expiry Date: -----  
Value of B.G: -----

**The Managing Director,  
Balarka Emerging Tech Pvt Ltd,  
Head Office- 377C/39U234, NEW HAMIDA COLONY,  
NEAR LUXMI CINEMA/CHABBRA HOSPITAL,  
YAMUNANAGAR, Haryana, 135001**

In consideration of **Balarka Emerging Tech Pvt Ltd** having its **Registered Office 377C/39U234, NEW HAMIDA COLONY, NEAR LUXMI CINEMA, YAMUNANAGAR, Haryana, 135001** (regd. address of the subsidiary Company) and Sales Office at **142/2 CHILKANA STATION ROAD, SARSAWA, SAHARANPUR, UP, 247232** (address of the sales office of the subsidiary Company) (hereinafter referred to as '**Seller**', which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and permitted assigns) having agreed to supply Coal/Imported Coal to \_\_\_\_\_ (Name of the Company/ Partnership firm/ Proprietor) having its registered office at \_\_\_\_\_ (address of the Company/ Partnership firm/ Proprietor) (hereinafter referred to as the '**Purchaser**', which term shall unless excluded or repugnant to the subject or context include its legal representatives, successors and permitted assigns in case of Company) and, the Purchaser being required to furnish the Security Deposit as per the terms of the E-Auction Sale Agreement.

We, \_\_\_\_\_ (Name and address of the Bank), having its Head Office at \_\_\_\_\_ (Address of the Head Office of the Bank) (hereinafter called the Guarantor, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay Seller or such other place or places as may be directed by the Seller all amounts payable by the Purchaser to the extent of Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_) at any time up to 06 (Six) months (2) \_\_\_\_\_ subject to the following terms and conditions: -

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- 1. The Bank Guarantee Effective Date for Security Deposit corresponds to the Signature Date of this agreement*
  - 2. The Bank Guarantee should be valid up to till 180 days after the First Delivery Date*

- 1) The Guarantor shall pay to the Seller on demand and without any demur, reservation, contest, recourse or protest and/ or without any reference to the Purchaser. As to whether the occasion or ground has arisen for such demand, the decision of the Seller shall be final.
- 2) The Seller shall have the fullest liberty without reference to the Guarantor and without affecting this guarantee to postpone at any time or from time to time the exercise of all or any of its powers and rights under arrangement made with the Purchaser, and the Guarantor shall not be released from this guarantee by any arrangement between the Seller and the Purchaser or any alteration thereof made with or without the consent of the Guarantor or by exercise or non-exercise by the Seller of all or any of its powers and rights against the Purchaser, or any other forbearance, act of omission on the part of the Seller or indulgence granted by or on behalf of the Seller to the Purchaser, which under the law relating to surety ship would but for this provision have the effect of releasing the Bank as Guarantor from their obligations under this guarantee.
- 3) The guarantee herein contained shall not be determined or affected by the winding up or insolvency of the Purchaser, but shall in all respects and for all purpose be binding and operative until all monies due to the Seller in respect of all liability or liabilities of the Purchaser are fully paid.
- 4) It is also agreed that Seller will be entitled at its option to enforce this guarantee against the Guarantor as principal debtor in the instance notwithstanding any other security or guarantee that the Seller may have in relation to the Purchaser's liability.
- 5) The Guarantee will remain valid for a period of six (06) months from the date hereof and to such further period, as may be required and agreed by the Parties and agreed by the Guarantor before the expiry of the aforesaid validity.
- 6) The Guarantee shall cover all claims or demand of Seller to the extent of the amount guaranteed.
- 7) Notwithstanding anything contained, the liability of the Guarantor under this Agreement is restricted to Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_), and the same shall be kept operative and valid by the Purchaser upto and including the day of \_\_\_\_\_ (date that is six (06) months from the issue of the Bank Guarantee) and to such further period, as may be required and agreed by the Parties and agreed by the Guarantor before the expiry of the aforesaid validity.
- 8) This guarantee can be enforced by Seller any number of times for their claims or demand to the total extent of Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_), as long as it remains in force.
- 9) Unless a demand or claim under this guarantee is received by the Guarantor in writing within the period mentioned in clause 5 and 7 hereof, all rights of the Seller shall be forfeited and the Guarantor shall be relived or discharged from all liabilities.

- 10) This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at HARYANA, India.
- 11) The guarantee is operative at our (Address of Branch of concerned bank) ----- -- (name and address of the branch) Branch, \_\_\_\_\_ (Place).

Signature of the Bankers  
With date & Rubber Stamp