Appendix - PBG PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Τo,

MAHANAGAR GAS LTD

MGL House, Block G-33, Opp. ICICI Towers, Bandra – Kurla Complex, Bandra (E), Mumbai - 400 051 TEL: 66785000 26541044

Dear Sirs,

M/s._____ having registered office at _____ (hereinafter called the "CONTRACTOR" which expression shall wherever the context so require include its successors and assignees) have been awarded with the work of ______ for MAHANAGAR GAS LTD.,

MUMBAI.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs.______ (Rupees ______) as Initial/full Security Deposit in the form mentioned therein. The form of payment of Security Deposit includes guarantee executed by Nationalized Bank / Scheduled Bank / Cooperative Scheduled Bank / Multi National Bank / Reputed Foreign Bank only, undertaking full responsibility to indemnify MAHANAGAR GAS LTD in case of default.

The said M/s. _____ has approached us and at their request and in consideration of these premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

- 1. We______hereby undertake and agree with you that if any default is committed by M/s. _______ in performing any of the terms and conditions of the tender or in payment of any money payable to MAHANAGAR GAS LTD., we shall on demand without any demur, reservation, contest recourse protest and without reference to the Contractor pay to you in such manner as you may direct the said amount of Rupees _______ only or said portion thereof not exceeding the said sum as you may from time to time require.
- 2. You shall have full liberty without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the CONTRACTOR and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to the CONTRACTOR which under law relating to the sureties would but for provision have the effect of releasing us.

- 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or change in the constitution or insolvency of the said M/s. but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
- 5. guarantee shall be irrevocable remain valid upto This and shall (With an additional claim period of 3 months). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s on whose behalf this guarantee is issued.
- 6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney granted to him by the Bank.

Not with standing whatever stated herein above;

1. Our liability under this Bank Guarantee shall not exceed Rs. / only.-

2. The Bank Guarantee shall be valid upto and shall have a lodgment period up to

yours faithfully,

_____Bank

(Signature of a person duly authorised to sign on behalf of the Bank.)