On Rs. 100 Non Judicial Stamp Paper

Date of Issue: ....
Effective Date: ....
Expiry Date: ....
Value of B.G. : Rs..
Bank Guarantee No. ....

To
M/s The Rajasthan Small Industries Corporation Limited (RSIC),
Udyog Bhawan Tilak Marg, 'C' Scheme, Jaipur

This deed of guaranty made this .... th day of................................ between .... (name of bank) hereinafter referred to the Bank which shall unless repugnant to the context or the meaning there of includes its directors, legal representatives , successor and assigns and The Rajasthan Small Industries Corporation Limited, (hereinafter referred to as the RSIC) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

In consideration The Rajasthan Small Industries Corporation Limited Udyog Bhawan Tilak Marg, 'C' Scheme, Jaipur (hereinafter referred to as **'Seller'** which expression shall unless excluded by or repugnant to the subject or context, include its legal representative, successors and permitted assigns) having agrees to supply Coal to... (Name of the unit) having its registered office at .... (address of the unit) (hereinafter referred to as the 'Purchaser' which term shell unless excluded or repugnant to the subject or context include its legal representatives, successors and permitted assigns), who has been nominated by (name of concerned unit vide letter No. .... dated .... to buy Coal from the Seller under Coal distribution policy of seller.

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 upto .... (date that is 15 months from the issue of the Bank Guarantee) subject to the following terms and condition:-

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 releasing the Bank as Guarantor from their obligations under this guarantee.
3) The guarantee herein contain 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 of 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 fifteen months (15 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 will remain in force upto and including the day of .... (date that is 15 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 its remains in force.
9) Unless a demand or claim under this guarantee is received by the Guarantor 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) The guarantee is operative at our .... (name and address of the branch) Branch.......................................(place)

Signature of the Bankers
With dare & Rubber Stamp