

## Format of the Bank Guarantee for Margin/Additional Deposit

### GUARANTEE

This guarantee bearing No. ....is issued by..... (bank), a body corporate constituted under the ..... Act 19....., having its Head Office at ..... (hereinafter referred to as the "Bank" which term shall wherever the context so permits, includes its successors and assigns) in favour of Indian Gas Exchange Ltd., a company established under the Companies Act, 2013 and having its registered office at Unit no.3, 4, 5 & 6, Fourth Floor, Plot No.7,TDI Center, District Center, Jasola, New Delhi 110 025 (hereinafter referred to as "IGX" which expression shall include its successors and assigns),

### WHEREAS,

1. M/s ..... Limited, incorporated as a company under the Companies Act, 1956/2013 and having its registered office at .....(Complete Address), (hereinafter referred to as the "Member", which expression shall include its successors and assigns ) \* is/are a Member of IGX.
2. One of the conditions of Membership of IGX is that the Member maintains with IGX an irrevocable and unconditional Guarantee as security in the form of cash deposit of Rs.....(Rupees .....only) after applying suitable margins as prescribed by IGX
3. At the request of the Member, IGX has agreed to accept a bank guarantee in lieu of security deposit drawn in favour of IGX from an approved commercial bank for an equivalent amount of Rs.....(Rupees .....only).
4. The Member has requested the Bank to furnish to IGX a guarantee for Rs.....(Rupees .....only).

For the purpose of this Guarantee, capitalized terms used herein but not otherwise defined herein shall have the respective meaning ascribed to such terms under Agreement.

**Bank Guarantee number:** .....

**Signature of 2 Authorized Signatories of the Bank**

**Signature**.....

**Signature**.....

**NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS UNDER**

1. Guarantor does hereby irrevocably guarantee and undertake to pay promptly to IGX an amount upto Rs....., merely on first demand, without any demur or protest whatsoever and without referring to any other source, any and all present and future obligations and liabilities whatsoever of Member pursuant to payment of Termination Payment of Rs..... by Member/Client to IGX, under or in accordance with Agreement.
2. Guarantor does hereby guarantee and undertake, without any reference to Member/Client or any other Person and irrespective of, or notwithstanding, the fact whether any dispute is pending between IGX and Member/Client before any court, tribunal, expert, arbitrator or similar proceedings relating thereto, to pay the amount due and payable under this Guarantee without any demur or protest, merely on a first written demand from IGX to the effect that such amount is due to IGX from Member/Client in accordance with the terms of Agreement and any such demand made on Guarantor shall be conclusive, absolute and unequivocal as regards the amount due and payable by Guarantor under this Guarantee. However, Guarantor's liability under this Guarantee shall not exceed an amount of INR [---- ].
3. Guarantor, as primary obligor and not merely as surety or guarantor of collection, shall be under no duty, and shall not have any right, to inquire into the matters referred to in any written demand issued by IGX or into the terms of Agreement or any other circumstances, matters or documents. The decision of IGX as to any breach having been committed, liabilities accrued or loss or damages caused or suffered shall be conclusive, absolute and binding on Guarantor.
4. Guarantor hereby waives any right whatsoever that it may have of requiring IGX to pursue legal remedies against Member/Client or against any other security that may be available to IGX.
5. Guarantor hereby irrevocably and unconditionally undertakes, agrees and acknowledges that Agreement may be modified, amended and supplemented by IGX and/or Member/Client in accordance with the terms of Agreement without Guarantor's consent in any manner and that no such modification, amendment or supplement shall release, affect, limit, mitigate or impair Guarantor's liability under this Guarantee.
6. Guarantor hereby irrevocably and unconditionally undertakes, agrees and acknowledges its obligations as a guarantor hereunder:
  - a. are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of Agreement, or the insolvency, bankruptcy, reorganisation, dissolution, winding up or liquidation of Member/Client or any change in the ownership of Member/Client, or any purported assignment by Member/Client or any other circumstances whatsoever which might otherwise constitute a defence or discharge of a guarantor or surety;
  - b. shall constitute a present and continuing guarantee of due and proper payment, satisfaction and performance of Guaranteed Obligations;
  - c. shall not be affected by the existence of or release or variation of any other guarantee of or security for any of the obligations of Member/Client under Agreement;

**Bank Guarantee number:** .....

**Signature of 2 Authorized Signatories of the Bank**

**Signature**.....

**Signature**.....

- d. shall not be affected by any failure or delay in payment of any fee or other amount payable to Guarantor in respect hereof;
  - e. shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any Person;
  - f. shall not be affected by any failure, omission or delay on IGX's part to enforce, assert or to exercise any right, power or remedy conferred on IGX in this Guarantee or any such failure, omission or delay on IGX's part in connection with any obligation of Member/Client under the Agreement; and
  - g. shall not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice Guarantor from any of the obligations under this Guarantee or prejudice or diminish its obligations in whole or in part.
7. The obligation, covenants, agreements and duties herein shall not be subject to any counterclaims, cross claims, set offs, diminutions, abatements, recoupments, suspensions, deferments or reductions.
  8. Any demand made by IGX on the Bank shall be conclusive and binding and payable without any proof whatsoever
  9. This Guarantee shall remain in full force and effect till [date] for the due and proper fulfilment and performance of Guaranteed Obligations. A letter from the company to the manager of the bank under the seal of IGX shall be deemed sufficient and valid for payment under this bank guarantee.
  10. This Guarantee shall be governed by and construed in accordance with the laws of India. Guarantor hereby irrevocably submits to the exclusive jurisdiction of the High Court of Delhi, India for the purposes of any suit, action, or other proceeding arising out of this Guarantee or the subject matter hereof, brought by IGX or their successors or assigns and to the extent permitted by applicable law hereby waive, and shall not assert, by way of motion, as defence, or otherwise, in any such suit, action, or proceeding any claim that such suit, action, or proceedings is brought in an inconvenient forum, that the value of such suit, action, or proceeding is improper, or that the subject matter hereof may not be enforced in or by such court.

Notwithstanding anything contained herein above, the liability of Guarantor herein, shall not exceed Rupees [ ] and be valid as well as effective till [specific date] and the liability of Guarantor shall stand discharged on expiry of aforesaid date.

IN WITNESS WHEREOF this Guarantee has been duly executed on this [ ] day of [ ], year [ ].

Guarantor

Acknowledged and accepted  
[IGX]

**Bank Guarantee number: .....**

**Signature of 2 Authorized Signatories of the Bank**

**Signature.....**

**Signature.....**

[Member/Client]

**Bank Guarantee number: .....**

**Signature of 2 Authorized Signatories of the Bank**

**Signature.....**

**Signature.....**

**NOW IN CONSIDERATION OF THE FOREGOING,**

1. We, the.....(Name of Bank)  
having a branch at.....  
.....(Complete Address of Branch)  
at the request and desire of the Member do hereby irrevocably and unconditionally guarantee to pay a sum of Rs....., (Rupees..... only) to IGX as a security for due performance and fulfillment by the Member of his/her/its engagements, commitments, operations, obligations or liabilities as a Member of IGX including any sums due by the Member to IGX or any other party as decided by IGX arising out of or incidental to any contracts made, executed, undertaken, carried on or entered into or purported so to be, by the Member. The Bank agrees and confirms that the said guarantee shall be available as a security for meeting, satisfying, discharging or fulfilling all or any obligation or liability of the Member as directed and decided by IGX, with no reference to the Member.
2. The Bank hereby agrees that if in the opinion of IGX, the Member has been or may become unable to meet, satisfy, discharge or fulfill any obligations, liability or commitments or any part thereof to IGX, or its Clearing and Settlement mechanism /arrangement or to any other party as decided by IGX, then without prejudice to the rights of IGX under its Rules, Bye-Laws or Regulations or otherwise, IGX may at any time thereafter and without giving any notice to the Member invoke this guarantee to meet the aforesaid obligations, liabilities or commitments of the Member.
3. The Bank undertakes that it shall, on first demand of IGX, without any demur, protest or contestation and without any reference to the Member and notwithstanding any contestation by the Member, pay to IGX such sums not exceeding Rs.....(Rupees..... only) as may be demanded by IGX. The decision of IGX as to the obligations or liabilities or commitments of the Member and the amount claimed shall be final and binding on the Bank, and any demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
4. The guarantee shall be a continuing guarantee and remain operative in respect of each of the obligations, liabilities or commitments of the Member severally and may be enforced as such in the discretion of IGX, as if each of the obligations, liabilities or commitments had been separately guaranteed by the Bank. The guarantee shall not be considered as cancelled or in any way affected on any demand being raised by IGX but shall continue and remain in operation in respect of all subsequent obligations, liabilities or commitments of the Member. However the maximum aggregate liability of the Bank during the validity of the guarantee shall be restricted to an aggregate sum of Rs..... (Rupees..... only).
  - a. Notwithstanding the above, the Bank notes that the nature of operations of the Member is such that the obligations, liabilities or commitments of the Member are of a continuing nature and as such, Bank agrees that this guarantee can be invoked by IGX even in respect of the obligations, liabilities or commitments of the Member towards IGX which might have arisen prior to the execution of this guarantee.
5. This guarantee shall not be prejudiced by the failure of the Member to comply with the Rules or Bye Laws or Regulations of IGX or any terms and conditions attendant to the Membership of IGX. IGX shall be at liberty to vary, amend, change or alter any terms or conditions or its Rules or Bye

**Bank Guarantee number:** .....

**Signature of 2 Authorized Signatories of the Bank**

**Signature**.....

**Signature**.....

Laws or Regulations of Membership to IGX in general or as applicable to the Member in particular from time to time, without thereby affecting its rights against the Member or the Bank or any other security belonging to Member now or hereafter held or taken by IGX at any time. The discretion to make demands under this guarantee shall exclusively be that of IGX and IGX is entitled to demand hereunder notwithstanding being in possession of any deposits or other securities of the Member.

6. The validity of this guarantee shall not be affected in any manner whatsoever if IGX takes any action against the Member including DECLARATION OF A DEFAULTER, SUSPENSION or EXPULSION of the Member from the membership of IGX.
7. This guarantee shall not be affected by any change to the constitution of IGX or the Member or the Bank and it shall remain in force notwithstanding any forbearance or indulgence that may be shown by IGX to Member.
8. The Bank undertakes to pay to IGX, the amount hereby guaranteed within 24 hours of being served with a written notice requiring the payment of the amount either by hand delivery or by Registered Post or by Speed Post.
9. This guarantee may be invoked by IGX in part(s) without affecting its rights to invoke this guarantee for any liabilities that may devolve later.
10. The Bank undertakes not to revoke this guarantee during its currency except with the previous consent of IGX in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs.....(Rupees..... only).
11. Notwithstanding anything mentioned herein above,
  - a. the liability of the Bank under this guarantee shall not exceed Rs..... (Rupees ..... only)
  - b. This guarantee shall be valid for a period of ..... months i.e. upto .....
  - c. The bank is liable to pay the guaranteed amount only if IGX serves upon the Bank a written claim or demand on or before ..... (i.e. within three months after the date of expiry of the bank guarantee as mentioned in clause 11 b above).

Executed this.....day of ..... at .....(place).

FOR ..... (BANK)  
..... (BRANCH)

AUTHORISED SIGNATORIES

SEAL OF THE BANK

**Bank Guarantee number:** .....

**Signature of 2 Authorized Signatories of the Bank**

**Signature**.....

**Signature**.....