

BANK GUARANTEE FORMAT

To,

Adani Electricity Mumbai Limited
(Divisional Office Address)

Having Registered Office at
Devidas Lane, Off SVP Road,
Near Devidas Lane Telephone Exchange
Borivali (W), Mumbai – 400 103,

1. -----, an applicant, having its office at -----
(hereinafter referred to as "Applicant", which expression shall include its successors, administrators and executors) has requested Adani Electricity Mumbai Limited (hereinafter referred to as "AEML", which expression shall include its successors and assigns) for grant of Long –term Open Access on the distribution system of AEML comprised in Request Account Number (hereinafter referred to as "Request ") with AEML.);
2. Pursuant to the provisions of clauses (b, c, d, e and f) of sub Regulation (2) of regulation 10 of the Maharashtra Electricity Regulatory Commission (Distribution Open Access) Regulations, 2016 (said Regulations), the Applicant is required to provide to AEML a Bank Guarantee and maintain the same till the operationalisation of the Long-Term Open Access Agreement between AEML and the Applicant for a capacity of ---- (estimated/actual) MW is effected. A copy of the said Regulations is enclosed as Annexure.
3. In the premises, we, Name of the Bank having address as -----
-----, at the request of Name of the Applicant having
address as ----- and having Request Account
Number ----- , do hereby unconditionally, absolutely and
irrevocably guarantee and agree to pay AEML on demand and
without demur a sum of Rs. ----- (Rupees-----only)
which might be found due and payable from the Name of the
Applicant to AEML under the said Regulations and we hereby
declare that this Guarantee shall be valid and binding on us upto
Date and for claim upto Date and shall not be terminable by a

notice or by changing the constitution of our Bank or any other reason whatsoever and that our liability hereunder shall not be impaired or discharged by variations or alterations as may be given, conceded to or agreed upon with or without our knowledge or consent by or between the Applicant and AEML .

4. Notwithstanding anything contained herein, our above liability under this Guarantee is restricted to Rs. ----- (Rupees----- only).
5. Our Guarantee shall remain in force upto **Date** and unless any claim or suit or action to enforce a claim under the Guarantee is filed against us within six months from the date of expiry i.e. **Date** all your rights under the same guarantee shall be forfeited and we shall be relieved and discharged from the liabilities thereunder. Notwithstanding anything to the contrary, AEML shall also be entitled in its sole discretion, to invoke this Guarantee under Regulation 9.5 (d) (i & ii) and retain the proceeds thereof; and/or under Regulation 9.5 (d) (iii) if the validity hereof is not extended or if this Guarantee is not replaced by a fresh bank guarantee for such period and on such terms as may be acceptable to AEML, at least one month in advance prior to the expiry of this Bank Guarantee till the execution of the Long- term Open Access Agreement or till the operationalisation of long-term Open Access, as the case may be as per the said Regulations.
6. Any demand made by AEML on us shall be conclusive and binding, notwithstanding any difference between the Applicant and AEML or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
7. We agree that AEML at its option shall be entitled to enforce this Guarantee against us as a principal debtor without proceeding against the Applicant and we waive any right we may have of first requiring AEML to use its remedies against the Applicant, before presenting any demand on us under this Guarantee.

This Guarantee shall be irrevocable and the obligations hereunder shall not be conditional on the receipt of any prior notice by us or by the Applicant and the demand or notice by AEML which shall be sufficient notice to or demand on us.

This Guarantee shall be governed by and interpreted under the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.

Place: Mumbai

Date:

For **Name of the Bank**

AUTHORISED SIGNATORY