

**BANK GUARANTEE FORMAT**

To,

Reliance Infrastructure Limited  
(Divisional Office Address)

Having Registered Office at  
H Block 1<sup>st</sup> Floor, Dhirubhai Ambani Knowledge City,  
Navi Mumbai 400 710 ,

1. -----, an applicant, having its office at -----  
(hereinafter referred to as "Applicant", which expression shall include its successors, administrators and executors) has requested Reliance Infrastructure Limited (hereinafter referred to as "RInfra", which expression shall include its successors and assigns) for grant of Long –term Open Access on the distribution system of RInfra comprised in Request Account Number ..... (hereinafter referred to as "Request ") with RInfra. );
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 RInfra a Bank Guarantee and maintain the same till the operationalisation of the Long-Term Open Access Agreement between RInfra 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 RInfra 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 RInfra 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 RInfra .

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, RInfra 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 RInfra, 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 RInfra on us shall be conclusive and binding, notwithstanding any difference between the Applicant and RInfra or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
7. We agree that RInfra 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 RInfra 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 RInfra 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