**Ramgarh Height Bank Guarantee Proforma**

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BANK GUARANTEE
The Bank Guarantee shall either be from ANDHRA BANK or any other
Nationalized Bank with branches located in Gorakhpur only on non-judicial
stamp paper of appropriate value)
BANK GUARNTEE NO .---------------------------------------- dated ------------------------------- This Deed of
Guarantee executed at ------------------------------by ------------------------------------(Name of Bank) having
its Head/Registered office at -------------------------------------------------------------------- (hereinafter
referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or
context thereof include its, successors and assigns;
In favour of Secretary, Gorakhpur Devlelopment Authority, (hereinafter called as “GDA”),
having its office at Deoria Bypass Road, Near Taramandal, Gorakhpur-273001 which expression
shall unless it be repugnant to the subject or context thereof include its, successors and assigns;
WHEREAS:-
1. G.D.A. intends to construct multistoried apartment at Gautam Vihar Extension Scheme (here
in after referred to as the ‘Project’).
2. The tender offer submitted by M/s ---------------------------------- having their registered office at -
--------------------------------------------------------------- (here in after referred to as the ‘Construction
agency’).
3. The Construction agency is required to furnish an unconditional irrevocable Bank Guarantee
for as amount of Rs. ---------------------( Rupees ---------------------------------------- only) as ---------
--------------------- (Earnest money/security money/performance money/against mobilization
advance) for the performance and fulfillment of all its responsibilities and obligations as per
the Tender document/Contract Agreement. The construction agency has requested the
Guarantor to issue the said Bank Guarantee in favour of G.D.A.
4. Now, therefore at the request of the construction agency, the Guarantor has agreed to
execute this Guarantee in favour of G.D.A. for the due payment of Rs. ------------------------------
-------- (Rupees ---------------------------------------only)
NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:-
1. The Guarantor, as primary obligor shall, without demur, pay to G.D.A. an amount not
exceeding Rs. -------------------------------------- (Rupees ---------------------------------------only),
on the same working day of receipt of a written demand from G.D.A., calling upon the
Guarantor to pay the said amount and stating that the Bank Guarantee provided by the
construction agency has been forfeited.
2. The Guarantor agrees that G.D.A. shall be the sole judge to decide as to whether the
construction agency has defaulted in the performance of its obligations as per the Tender
document/Contract Agreement, and the decision of G.D.A. in this regard shall be final and
binding on the Guarantor, not with standing any differences in this regard between G.D.A.
and construction agency or any dispute pending before any Court, Tribunal Arbitrator or any
other Authority.
3. Any such demand made on the Guarantor by G.D.A. shall be conclusive, absolute, final and
binding on the Guarantor, and the amount due and payable by the Guarantor under this
Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation,
contest, protest, recourse whatsoever and without need for ascribing any reason to the
demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The
above payment shall be made without any reference to the construction agency or any other
person.
4. This Guarantee shall be irrevocable, valid and remain in full force till the end of the
Tender/Contract Period, or for such extended period as may be mutually agreed between
G.D.A. and the construction agency, and shall continue to be enforceable till all amounts
under this Guarantee are paid. The said Guarantee shall b e released by G.D.A. after the
expiry of the Tender/Contract Period subject to fulfillment of all handover requirements by the
construction agency, to the satisfaction of G.D.A. and further subject to adjustment for all
damages suffered by G.D.A.
5. This Guarantee is unconditional and irrevocable till such time G.D.A. discharges this
guarantee by issuing a letter to the Guarantor in this behalf.
6. The Guarantor undertakes to pay the amount mentioned herein as principal debtor and not a
surety and it shall not be necessary for G.D.A. to proceed against the licensee before
proceeding against the Guarantor, notwithstanding the fact that G.D.A. may have obtained or
obtains from the construction agency any other security which at the time when proceedings
are taken against the Guarantor here, is outstanding and unrealized.
7. The obligations of the Guarantor shall not be affected by any variations in the terms and
conditions of the Tender/Contract Agreement or other documents or by extension of time of
performance of any obligations granted to the construction agency or postponement/nonexercise/
delayed exercise of any of its rights by G.D.A. against the construction agency or
any indulgence shown by G.D.A. to the construction agency, and the Guarantor shall not be
relieved from its obligations under this Bank Guarantee on account of any such variation,
extension, postponement, non exercise, delayed exercise or omission on the part of G.D.A.
or any indulgence by G.D.A. to the construction agency to give such matter or thing
whatsoever which under the law relating to sureties would, but for this provision have effect
of so relieving the Guarantor.
8. The Guarntee shall not be affected by any change in the constitution or winding up of the
contract/ the Gaurantor or any absorption, merger or amalgamation of the Construction
agency/ the Guarantor with any other person.
9. The Courts at Gorakhpur shall have exclusive jurisdiction to adjudicate on any or all matter
arising under this Guarantee.
10. The Guarantor declares that it has power to issue this Guarantee and discharge the
obligations contemplated herein and the undersigned is duly authorized to execute this
Guarantee.
11. This Guarantee shall come into effect forthwith and shall remain in force upto --------------------
------- or the extended period if any and shall not be revoked by the Guarantor at any time
without G.D.a. prior consent in writing. This Guarantee is valid for a period of --------------------
Months from the date of signing. [The initial period for which this Guarantee will be valid
must be for at least six months linger than the anticipated expiry date of Tendr/Contract
Agreement.]
12. Unless a demand or claim under this guarantee is made by the G.D.A. in writing on or Till the
complitation of work ---------- all the rights of the G.D.A. against Guarantor shall be forfeited
and guarantor shall be relived and discharge of all liabilities here under.
IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY,
MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORIZED
REPRESENTATIVE.
For and on behalf of the ------------------------------------------- Bank .
Signature of authorized Bank official
Name :------------------------------------------
Designation:---------------------------------------
ID No. ----------------------------------------------
Stamp/Seal of the Bank: -------------------------
Signed, Sealed and Delivered
for and on behalf of the Bank
by the above named ----------------------------------
In the presence of :
Witness-1 Witness-2
Signature---------------------------------------- Signature----------------------------------------
Name--------------------------------------------- Name---------------------------------------------
Address----------------------------------------- Address-----------------------------------------