

BANK GUARANTEE

1. In Consideration of the Regional Officer Maharashtra Pollution Control Board,Regional Officer,----- having agreed to grant M/s -----
----- (thereinafter referred to as the company/unit) time for the due compliance of consent conditions/directions for providing adequate and satisfactory pollution control devices as suggested/stipulated vide letter bearing No.-----
-----dated----- and as required under the provisions of Air (Prevention and Control of Pollution) Act 1981 (14 of 1981) Water (Prevention and Control of Pollution) Act 1974 (6 of 1974) and / or Environment (Protection) Act 1986 on production of a Bank Guarantee for Rs.------(Rupees -----
/-only) we -----(indicate the name of the Bank) (hereinafter referred to as the Bank) at the request of said M/s -----

(indicate the name of the company/unit at whose request Bank Guarantee is being issued) do hereby undertake to pay to the Board an amount not exceeding Rs.----- against any non compliance of consent conditions/directions or damages etc caused to the Environment by reason of any breach of provisions of said Acts, Notices, letter, instructions etc by the said company/unit/local body.
2. We------(indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board that the amount claimed is due for the reason of non fulfillment of undertaking. Non compliance of directions/notices/letters/instructions/issued by the Board/violation of provisions of any of the provisions of Law mentioned hereinabove. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs.-----.
3. We undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the said company/unit in any suit or proceedings pending before any court or Tribunal or Board against the Board relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this agreement shall be valid discharge of our liability and company/unit shall have no claim against us in making such payment.
5. We------(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the undertaking/notice/letter etc and that it shall continue to be enforceable till all the dues of Government/ Board under or by virtue of said undertaking/notice/letter etc have been fully paid and it has claimed

satisfied or discharged or till Government /Board certified that the terms conditions of the Directions/Undertaking/Notice/letter/any provisions of relevant law have been fully and properly carried out and complied by the said company /unit and accordingly discharges this guarantee. Unless the demand or a claim under this guarantees is made on us in writing on or before -----. We shall be discharged from all liability under this guarantee thereafter.

6. We----- (indicate the names of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent and notice/letter etc or to extend time of compliance by the said company/unit from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said company/unit and to forbear or enforce any of the terms and conditions relating to the said undertaking/notice/letter etc and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said company/unit or for any forbearance, action commission on the part of the Board or any indulgence by the Board to the company/unit or by any of such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the company/Unit.
8. We ----- (indicate the name of Bank) under take not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding what has been stated above our liability under this guarantee is restricted to Rs.-----our guarantee shall remain in force until------(date -----)
10. unless a demand or claim under this guarantee is made on in writing on or before the -----all your rights under the guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee thereafter.

Date -----day of -----2004
For -----
(Indicate the name of the unit)