

PROFORMA FOR BANK GUARANTEE FOR LONG TERM OPEN ACCESS

(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No.

Dated

To

M/s. Orissa Power Transmission Corporation Ltd.,

Dear Sirs,

In consideration of the Orissa Power Transmission Corporation Ltd. (hereinafter referred to as the OPTCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having reserved the transmission capacity and agreed to provide Long Tem Open access in accordance with the Orissa Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2005 to the transmission system comprising of the power system of _____ and _____ for use by M/s. _____ for _____ period _____ (hereinafter referred to as the Long Term Open Access Customer which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Transmission Capacity Access Agreement (TCAA) dtd. _____ with charges valued at Rs. _____ And whereas the said TCAA has been unequivocally accepted by the Long Term Open Access Customer and the Long Tem Open Access Customer having agreed to provide a Bank Guarantee in favour of the OPTCL as payment security mechanism to bear the full Open Access charges of OPTCL Transmission system in respect of the allotted/reserved transmission capacity amounting to Rs. _____ for a period of _____.

And whereas _____ Bank, a body incorporated under the _____ law, having its branch office at Bhubaneswar and its Registered/Head

Office at _____ hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns do hereby guarantee and undertake to pay OPTCL on its first written demand at the branch of the bank located at Bhubaneswar any and all monies payable by the Long Term Customer in respect of the said allotted/reserved Transmission Capacity without any demur, reservation, contest recourse or protest and/or without any reference to the Long Term Customer. Any such demand made by OPTCL on specified branch of the bank located at Bhubaneswar shall be conclusive and binding on the Bank notwithstanding any difference between OPTCL and the Long Term Open Access Customer or any dispute/contemplated or pending before any Court Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the OPTCL and further agrees that the guarantee herein contained shall continue to be enforceable till the OPTCL discharges this guarantee. The Bank further agrees that the payment on invocation of the guarantee will be payable through its branch located at Bhubaneswar. The decision of the OPTCL declaring the Long Term Open Access Customer to be in payment default as aforesaid shall be final and binding on the Bank.

The OPTCL shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or any right which they might have against the Long Term Open Access Customer and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants contained or implied between OPTCL and the Long Term Open Access Customer or any other course or remedy or security available to OPTCL. The Bank shall not be released of its obligations under these presents by any exercise by OPTCL or its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of OPTCL or any other indulgences shown by OPTCL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also hereby agrees that notwithstanding any change in the name or constitution of either the OPTCL or the Long Term Open Access Customer, the liability of Bank under these presents shall remain unaltered and the Bank shall be

liable to discharge its obligation to OPTCL under these presents without any demur or reservation.

The guarantee herein contained shall be irrevocable and unequivocal and the OPTCL shall be at liberty to demand on the Bank the amount guaranteed herein at any time during its currency.

The Bank also agrees that OPTCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Long Term Open Access Customer and notwithstanding any security or other guarantee OPTCL may have in relation to the Long Term Open Access Customer's liabilities.

Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs. _____ and if shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year) as may be desired by the Long Term Open Access Customer on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws.

The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated this day of2000 at

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

(Signature)

(Name)

(Designation with Bank Stamp)