

Performa Bank Guarantee

(From any scheduled commercial bank to be valid for three years)

This Deed of Guarantee executed on this _____ day of _____, 20.... at by (from any scheduled commercial bank), having its Head Office / Registered Office at and inter-alia a Branch Office at____(hereinafter referred to as the Bank or 'the Guarantor', which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

In favour of Department of Animal Husbandry and Dairying Ministry of Fisheries, Animal Husbandry and Dairying (DAHD), Government of India, Kishi Bhawan New Delhi Bhawan, New Delhi-110001 (hereinafter referred as "DAHD")

WHEREAS

A. [.....], Individual/ Farmers Producer Organization, Joint Liability Group (JLG)/ Farmers Cooperative Organization/ Section 8 companies under-----and having its Registered Office/ Home at [----] (herein after referred to as 'the Applicant" which expression unless repugnant to the subject or context includes its successors. Legal representatives and permitted assigns) and has been awarded approval under the above scheme vide Letter Reference ----- dated.....

B. In terms of the undertaking dated ----- and Clause ----- of the Guidelines Reference No. -----dated, the Applicant has to provide a Bank Guarantee for an amount equivalent to INR which is calculated in line with the undertaking.

C. At the request of the Applicant, the Guarantor has agreed to provide this guarantee, being these presents, guaranteeing the due and punctual performance / discharge by the Applicant of its obligations.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS

The Guarantor hereby irrevocably guarantees the due and compliance of terms by the Applicant of all its obligation under the said undertaking and approval letter, as amended from time to time.

A. The Guarantor shall, without demur, pay to DAHD sums not exceeding in aggregate ----- (INR -----) within five (5) bank working days (as per the Reserve Bank of India) of receipt of a written demand thereof from DAHD stating that the Applicant has failed to meet its obligations under the said undertaking. The Guarantor shall have not to go into the veracity of any breach or failure on the part of the Applicant or validity of the demand so made by DAHD shall pay the amount

specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Applicant or any other person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof;

B. The Guarantor agrees that its liability under this guarantee shall in no manner be affected by any such variation, alteration, modification, waiver dispensation and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver dispensation with or release of security;

C. This Guarantee shall be irrevocable and shall remain in full force for three years from the date of issuance.

D. Until and unless discharged / released earlier by DAHD in accordance with the provisions of the said undertaking, the Guarantor's liability in aggregate shall be limited to a sum of INR ----- (INR).

E. This Guarantee shall not be affected by any change in the constitution or winding up of the Applicant / Guarantor or and absorption, merger or amalgamation of the Applicant / Guarantor with any other person;

F. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under.

All future correspondence with reference to this Guarantee shall be made to..... (Bank Na The jurisdiction in relation to this Guarantee shall be the Courts at New Delhi and Indian Law shall be applicable.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE: DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED by

Bank by the hand of it's.....
and authorized official.

(Name and Address)
