

Format for Processing Security

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Developer] (herein after referred to as solar developer) submitting the response to open offer for selection of the project of the capacity of _____ MW, at[Insert name of the place], for supply of power there from on long term basis, in response to Open offer issued by APTRANSCO and APTRANSCO considering such response to the Open Offer of[insert the name of the Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Developer and issuing Letter of Intent to _____ (Insert Name of Solar Power Developer) as per Open offer and the same having been accepted by the Solar Power Developer resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from Solar Power Developer or a Project Company, As per the terms of Open offer the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to APTRANSCO at [Insert Name of the Place from the address of the APTRANSCO] forthwith on demand in writing from APTRANSCO or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the Solar power Developer /Project Company).

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [Insert date] APTRANSCO shall be entitled to invoke this Guarantee till _____ [Insert date].

The Guarantor Bank hereby agrees and acknowledges that the APTRANSCO

shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by APTRANSCO, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to APTRANSCO.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----
[Insert name of the Solar Power Developer / Project Company as applicable]
and/or any other person. The Guarantor Bank shall not require APTRANSCO to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against APTRANSCO in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Andhra Pradesh shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly APTRANSCO shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Solar Power Developer / Project Company, to make any claim against or any demand on the Solar Power Developer / Project Company or to give any notice to the Solar Power Developer / Project Company or to enforce any security held by APTRANSCO or to exercise, levy or enforce any distress, diligence or other process against the Solar Power Developer/Project Company.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to APTRANSCO and may be assigned, in whole or in part, (whether absolutely or by way of security) by APTRANSCO to any entity to whom APTRANSCO is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and shall remain in force until with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if APTRANSCO serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20

Witness:

.....
Signature Name and
Address

.....

Signature
Name and Address

Notes:

**The Stamp Paper should be in the name of the Executing Bank.
The EMD shall be executed by any of the Bank from the List of Banks enclosed.**