

## Format of Bank Guarantee

[Enclosed Bank Guarantee should be stamped as under:

Non-Judicial stamp paper of Rs.300 or the value prevailing in the State where executed, whichever is higher.]

The following is required to be typed on the Stamp Paper as the First Page and duly signed:

This Non-Judicial Stamp paper of Rs. \_\_\_\_ forms part and parcel of this Bank Guarantee bearing number \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of Indian Commodity Exchange Ltd. by us for M/s. \_\_\_\_\_ <Name of applicant>

FOR \_\_\_\_\_ (BANK)

\_\_\_\_\_  
\_\_\_\_\_  
AUTHORISED SIGNATORIES (BRANCH)

SEAL OF THE BANK

- 1) The BG is to be issued as per the enclosed format which is also available at ICEX's website ([www.icexindia.com](http://www.icexindia.com)).
- 2) All the blanks in the format are required to be duly filled by the issuing bank along with their stamp and signature against each blank if filled by hand separately.
- 3) Each page of the bank guarantee should bear the bank guarantee number and must be signed by two authorised signatories of the bank.
- 4) The BG should be issued for a minimum period of 1 (one) year and maximum period of 3 (three) years.
- 5) The claim period of BG should not be less than 1 (one) month.

## GUARANTEE

This guarantee bearing No. \_\_\_\_\_ is issued by \_\_\_\_\_ <bank>, a banking Company / Corporation registered / constituted under the \_\_\_\_\_ Act 19\_\_\_\_, having its Head Office / Corporate Office / Registered Office at \_\_\_\_\_

(hereinafter referred to as the "THE BANK" which term shall wherever the context so permits, includes its successors and assigns) in favour of **Indian Commodity Exchange Limited**, a company established under the Companies Act, 1956 and having its Head Office at Reliable Tech Park, 403-A, B-Wing, 4th Floor, Thane – Belapur Road, Airoli, Navi Mumbai-400708, India. (Here in after referred to as "**ICEX**" which expression shall include its successors and permitted assigns).

WHEREAS,

1. Mr. /Ms \_\_\_\_\_ S/o / D/o \_\_\_\_\_ residing at \_\_\_\_\_ having its office at \_\_\_\_\_ (Complete Address), (hereinafter referred to as the "Clearing Member"/"Self Clearing Member"/ "Trading Member", which expression shall include its successors and assigns) is/are a Clearing member /Self Clearing Member/ Trading Member of ICEX.

**OR**

Mr. /Ms. \_\_\_\_\_ proprietor of \_\_\_\_\_ having its office at \_\_\_\_\_ (Complete Address), (hereinafter referred to as the "Clearing Member"/"Self Clearing Member"/ "Trading Member", which expression shall include its successors and assigns) is/are a Clearing member /Self Clearing Member/ Trading Member of ICEX.

**OR**

M/s \_\_\_\_\_ a **partnership firm** registered under the Indian Partnership Act, 1932 and having its office at \_\_\_\_\_ (Complete Address), (hereinafter referred to as the "Clearing Member"/"Self Clearing Member"/ "Trading Member", which expression shall include its successors and assigns) is/are a Clearing member /Self Clearing Member/ Trading Member of ICEX.

**BG No:** \_\_\_\_\_  
**Dated:** \_\_\_\_\_

**OR**

M/s \_\_\_\_\_ Limited, incorporated as a **company**  
under the Companies Act, 1956 and having its registered office  
at \_\_\_\_\_

\_\_\_\_\_ (Complete Address), (hereinafter referred to the "Clearing  
Member"/"Self Clearing Member"/ "Trading Member", which expression shall include its successors and  
assigns) is/are a Clearing member /Self Clearing Member/ Trading Member of ICEX.

2. One of the conditions of Membership of ICEX is that the Member maintains with ICEX margin  
deposits in different forms like Cash deposit/Fixed deposits/ Bank guarantees along with other  
collaterals

3. At the request of the Member, ICEX has agreed to accept a bank guarantee in lieu of Base  
Minimum Capital (BMC), Initial Security Deposit (ISD) / Additional Base Capital (ABC), as the case  
may be in favour of ICEX from an approved commercial bank for an equivalent amount of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

4. The Member has requested the Bank to furnish to ICEX a guarantee for Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only).

NOW IN CONSIDERATION OF THE FOREGOING,

1. We, the \_\_\_\_\_ (Name of Bank)  
having \_\_\_\_\_ a \_\_\_\_\_ branch \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ (Complete Address of Branch) at the  
request and desire of the Member do hereby irrevocably and unconditionally guarantee to pay a sum  
of Rs. \_\_\_\_\_, (Rupees \_\_\_\_\_ only) to ICEX as a security  
for due performance and fulfillment by the Member of his/her/its engagements, commitments,  
operations, obligations or liabilities as a Member of ICEX including any sums due by the Member to  
ICEX or any other party as decided by ICEX arising out of or incidental to any contracts made,  
executed, undertaken, carried on or entered into or purported so to be, by the Member. The Bank  
agrees and confirms that the said guarantee shall be available as a security for meeting, satisfying,  
discharging or fulfilling all or any obligation or liability of the Member as directed and decided by  
ICEX, with no reference to the Member.

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**Dated:** \_\_\_\_\_

2. The Bank hereby agrees that if in the opinion of ICEX, the Member has been or may become unable to meet, satisfy, discharge or fulfill any obligations, liability or commitments or any part thereof to ICEX, or its Clearing and Settlement mechanism /arrangement or to any other party as decided by ICEX, then without prejudice to the rights of ICEX under its Rules, Bye-Laws or Regulations or otherwise, ICEX may at any time thereafter and without giving any notice to the Member invoke this guarantee to meet the aforesaid obligations, liabilities or commitments of the Member.

3. The Bank undertakes that it shall, on first demand of ICEX, without any demur, protest or contestation and without any reference to the Member and notwithstanding any contestation by the Member, pay to ICEX such sums not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be demanded by ICEX. The decision of ICEX as to the obligations or liabilities or commitments of the Member and the amount claimed shall be final and binding on the Bank, and any demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

4. The guarantee shall be a continuing guarantee and remain operative in respect of each of the obligations, liabilities or commitments of the Member severally and may be enforced as such in the discretion of ICEX, as if each of the obligations, liabilities or commitments had been separately guaranteed by the Bank. The guarantee shall not be considered as cancelled or in any way affected on any demand being raised by ICEX but shall continue and remain in operation in respect of all subsequent obligations, liabilities or commitments of the Member. However the maximum aggregate liability of the Bank during the validity of the guarantee shall be restricted to an aggregate sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

5. Notwithstanding the above, the Bank notes that the nature of operations of the Member is such that the obligations, liabilities or commitments of the Member are of a continuing nature and as such, Bank agrees that this guarantee can be invoked by ICEX even in respect of the obligations, liabilities or commitments of the Member towards ICEX which might have arisen prior to the execution of this guarantee.

6. This guarantee shall not be prejudiced by the failure of the Member to comply with the Rules or Bye Laws or Regulations of ICEX or any terms and conditions attendant to the Membership of ICEX. ICEX shall be at liberty to vary, amend, change or alter any terms or conditions or its Rules or Bye Laws or Regulations of Membership to ICEX in general or as applicable to the Member in particular from time to time, without thereby affecting its rights against the Member or the Bank or any other security belonging to Member now or hereafter held or taken by ICEX at any time. The discretion to make demands under this guarantee shall exclusively be that of ICEX and ICEX is entitled to demand hereunder notwithstanding being in possession of any deposits or other securities of the Member.

7. The validity of this guarantee shall not be affected in any manner whatsoever if ICEX takes any action against the Member including DECLARATION OF A DEFAULTER, SUSPENSION or EXPULSION of the Member from the membership of ICEX.

**BG No:** \_\_\_\_\_  
**Dated:** \_\_\_\_\_

8. This guarantee shall not be affected by any change in to the constitution of ICEX or the Member or the Bank and it shall remain in force notwithstanding any forbearance or indulgence that may be shown by ICEX to Member.

9. The Bank undertakes to pay to ICEX, the amount hereby guaranteed within 24 hours of being served with a written notice requiring the payment of the amount either by hand delivery or by Registered Post or by Speed Post.

10. This guarantee may be invoked by ICEX in part(s) without affecting its rights to invoke this guarantee for any liabilities that may devolve later.

11. The Bank undertakes not to revoke this guarantee during its currency except with the previous consent of ICEX in writing and this guarantee shall be irrevocable guarantee up to a sum of Rs.

\_\_\_\_\_  
(Rupees \_\_\_\_\_ only).

12. Notwithstanding anything mentioned herein above,

- a) The liability of the Bank under this guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)
- b) This guarantee shall be valid for a period of twelve months i.e. up to \_\_\_\_\_.
- c) The bank is liable to pay the guaranteed amount if ICEX serves upon the Bank a written claim or demand on or before \_\_\_\_\_ (Claim Date i.e. within \_\_\_\_\_ months after the date of expiry of the bank guarantee) after which this bank guarantee will become null and void and all ICEX's rights under this guarantee shall cease and the bank shall be relieved and discharged from all liabilities hereunder, irrespective of whether the original guarantee, duly discharged, is returned to Bank for cancellation.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(place)

FOR \_\_\_\_\_ (BANK)

\_\_\_\_\_  
(BRANCH)

AUTHORISED SIGNATORIES  
SEAL OF THE BANK