

PROFORMA OF BANK GUARANTEE FOR AGREEMENT PERFORMANCE

Ref. No.: _____

Bank Guarantee No:

Date:

PERFORMANCE BANK GUARANTEE

To,
KINEXIN Convention Management Pvt. Ltd.

Xxxxxx

Xxxxxx

Xxxxxx

Sub: Guarantee No _____ for _____ (Amount)

Ref: Agreement establishment dated _____ Placed on M/s. _____

1. WHEREAS M/S. _____ one of our constituents, (hereinafter called the "agent") have agreed to supply or sell to you (hereinafter referred to as the "KINEXIN") as per Notice-A2025023767_P Dt. 24th Feb. 2025 and agreement Dated _____ (hereinafter called "agreement")
2. AND WHEREAS according to the terms of said agreement, it has been stipulated that payment of 10,00,000.00, provided that the agent furnish to the KINEXIN a Bank Guarantee from a recognized bank, acceptable to the KINEIXN, valid for a period covering full the Guarantee Period as per the Conditions of the agreement, being the conditions attached to and forming part of the said agreement.
3. AND WHEREAS the agent have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing the value of the said agreement which you have agreed to accept.
4. That in consideration of the promises and at the request of the said agent, we hereby irrevocably undertake and guarantee to pay to the KINEXIN Convention Management Pvt. Ltd. or at such other place as may be determined by you forthwith on demand and without any demur, any sum up-to a maximum amount of INR 10,00,000.00 (Ten Lakh Rupees) in case the agent make default in paying the said sum or make any default in the performance, observance or discharge of the guarantee contained in the said agreement.
5. We agree that the decision of the KINEXIN, whether any default has occurred or has been committed by the agent in the performance, observance or discharge of the guarantee aforesaid shall be conclusive and binding on us M/s. --.

6. KINEXIN shall be at liberty, from time to time, to grant or allow extension of time or give other indulgence to the said agent or to modify the terms and conditions of the agreement with the said agent without affecting or impairing this guarantee or our liability hereunder.
7. We undertake to pay to the KINEIXN any money so demanded notwithstanding any dispute or disputes raised by the agent in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. We also undertake to pay to the KINEIXN any money so demanded against the KINIEXN's claims in any other contracts placed on the said agent.
8. The payment so made by us under this bond shall, be a valid discharge of our liability for payment thereunder and the agent shall have no claim against us for making such payment.
9. This bank guarantee comes into force from the date of agreement establishment (Dt._____ and will remain in full force and effect up to _____. (viz till the date of expiry of the warranty period as per of the agreement).
10. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.
11. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the KINIEXIN within the said date.

Date -----

Place -----

Witness -----

Bank's Common Seal