

**PROFORMA OF BOND FOR AGREEMENT PERFORMANCE**

**GUARANTEE BOND**

Ref. No.: \_\_\_\_\_

Date:

Bond No.:

To,

KINEXIN Convention Management Pvt. Ltd.

1. Against agreement vide advance Acceptance of Notice No. A2025023767\_L dated 24<sup>th</sup> Feb. 2025 about empanelment of Site Handling Agent (hereinafter called the said 'agreement') entered into between the KINEXIN Convention Management Pvt. Ltd. and \_\_\_\_\_ (hereinafter called the Agent), this is to certify that at the request of the Agent we, \_\_\_\_\_ Bank Ltd., are holding in trust in favour of the KINEXIN Convention Management Pvt. Ltd., the amount of 15,00,000.00 (Fifteen Lakhs Rupees) to indemnify and keep indemnified the KINEXIN Convention Management Pvt. Ltd. against any loss or damage that may be caused to or suffered by the KINEXIN Convention Management Pvt. Ltd. by reason of any breach by the Agent of any of the terms and conditions of the said agreement and/or the performance thereof. We agree that the decision of the KINEXIN Convention Management Pvt. Ltd., whether any breach of any of the terms of the conditions of the said agreement and/or in the performance thereof has been committed by the Agent and the amount of loss or damage that has been caused or suffered by the KINEXIN Convention Management Pvt. Ltd. shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the KINEXIN Convention Management Pvt. Ltd.
2. We \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said agreement by the Agent, i.e., till \_\_\_\_\_ hereinafter called the 'said date' and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us ( \_\_\_\_\_ Bank Ltd.), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us, \_\_\_\_\_ Bank Ltd., by the KINEXIN Convention Management Pvt. Ltd.
3. It is fully understood that this guarantee is effective from the date of the said agreement and that we Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the KINEXIN Convention Management Pvt. Ltd.
4. We undertake to pay to the KINEXIN Convention Management Pvt. Ltd. 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.

The payments 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.

5. We, \_\_\_\_\_ Bank Ltd., further agree that the KINEXIN Convention Management Pvt. Ltd. shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the agent from time to time or post for any time or from time to time any of the powers excisable by the KINEXIN Convention Management Pvt. Ltd. against the said Agent and to forbear or enforce any of the terms and conditions relating to the said agreement and we, \_\_\_\_\_ Bank Ltd.,) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Agent or for any forbearance and/or commission on the part of the KINEXIN Convention Management Pvt. Ltd. or any indulgence by the KINEXIN Convention Management Pvt. Ltd. to the said Agent or by any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agent.

Date :

Signature :

Place :

Printed Name :

Witness: \_\_\_\_\_

Designation: \_\_\_\_\_

(Bank's Common Seal)