

## 1.1. Format for Earnest Money Deposit as Bank Guarantee Format

**Application No.** :  
**Date** :  
**Bank Guarantee No.** :

To,  
The Transport Commissioner  
Transport Commissioner Office,  
5th Floor, MTNL Building No. 2,  
Near Flora Fountain, MG Road,  
Fort, Mumbai - 400 001

For application bearing application number \_\_\_\_\_ dated \_\_\_\_\_ for the project “**Setting up of Registered Vehicle Scrapping Facility in the State of Maharashtra**” (hereinafter referred as ‘RVSF’) for, \_\_\_\_\_ an entity <*person, firm, society, Company, trust*> (hereinafter called the “Applicant” (Lead Applicant in case of Consortium)), we at the request of the Applicant, certify that, we, \_\_\_\_\_ Bank having one of the branches at \_\_\_\_\_ (hereinafter called the “Bank”) are holding in trust in favour of Motor Vehicles Department, Maharashtra State (hereinafter referred as 'MMVD'), the amount of Rs. **10,00,000/-** (Rs Ten Lakh) (write the sum here in words) to indemnify and keep indemnified the MMVD against any loss or damage that may be caused to or suffered by the MMVD by reason of any breach by the Applicant of any of the terms and conditions of the Policy and the Guidelines including but not limited to following as amended from time to time:

- G.S.R. 653(E) - Motor Vehicles (Registration and Functions of Vehicle Scrapping Facility) Rules, 2021 dated 23 September 2021
- G.S.R. 695(E) - Motor Vehicles (Registration and Functions of Vehicle Scrapping Facility) Amendment Rules, 2022 dated 13 September, 2022
- Government of Maharashtra Resolution MVR - 0321 / P.K. 41 / Pari - 2 dated 18 January 23.
- AIS - 129: End-of-Life Vehicles

We agree that the decision of MMVD, whether any breach of any of the terms and conditions of the said relevant Policy and the Guidelines and/or in the performance thereof has been committed by the Applicant and the amount of loss or damage that has been caused or suffered by MMVD 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 MMVD.

We \_\_\_\_\_ Bank, 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 fulfilment in all respects with reference to all the relevant policy and guidelines by the Applicant i.e. till \_\_\_\_\_ (write a date which is 150 **days** from the Validity of the RVSF if approved - hereinafter called the **said date**) and that if any claim accrues or arises against us \_\_\_\_\_ Bank, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank, notwithstanding the fact that the notice of any such claim is given to us \_\_\_\_\_ Bank, by MMVD before the **said date**.

Payment under this letter of guarantee shall be made promptly, within two weeks of our receipt of notice to that effect from MMVD.

It is fully understood that this guarantee is effective from the date it is issued and that we \_\_\_\_\_ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of MMVD.

We undertake to pay to MMVD any money so demanded notwithstanding any dispute or

disputes raised by the Applicant in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

We \_\_\_\_\_ Bank, further agree that MMVD shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions and / or amend any Policy or Guidelines or to extend application timely, from time to time or to postpone for any time or from time to time any of the powers exercisable by MMVD against the said Applicant and to forebear or enforce any of the terms and conditions relating to the relevant Policy and Guidelines said and we, \_\_\_\_\_ Bank, shall not be released from liability of MMVD under this guarantee by reason of any such variation or extension being granted to the said Applicant or for any forbearance by MMVD to the said Applicant or for any forbearance and or omission on the part of MMVD or any other matter or thing whatsoever, 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Applicant or any absorption, merger or amalgamation of the Bank or the Applicant with any other person.

Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date :  
Place :  
Name :  
Designation :  
Address :  
Telephone & Fax :  
E-mail address :

\_\_\_\_\_  
Signature of Witness 1  
Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness 2  
Name: \_\_\_\_\_

(Bank's common seal)

**Bank details of MMVD:**

- a) Name of Account Holder: A.O.T.C (M.S), Mumbai
- b) Bank Name: State Bank of India
- c) Branch Name: Mumbai Main Branch (Branch Code: 00300)
- d) Account No.: 39282067215
- e) IFSC Code: SBIN0000300