

UNDERTAKING CUM INDEMNITY BOND

DATED _____

ENTERED INTO

BY

_____.

IN FAVOUR OF

IFCI LIMITED.

(Non – Judicial Stamp Papers - Rupees Two Hundred)
(To be Notarized)

(On a Stamp paper of Rs.200/-)

UNDERTAKING CUM INDEMNITY BOND

_____ 2017

To,

**Debenture Trustee
IFCI Limited
IFCI Tower
61, Nehru place,
New Delhi – 110019**

Dear Sir,

Reg: Undertaking cum Indemnity on behalf of _____ (debenture holder's name with detail) in the matter of Mukerian Papers Limited.

I _____, S/o _____, R/o _____, having Aadhar Number _____ do hereby solemnly affirm agree and undertake and declare as under.

OR

We (Name of institution) having CIN & PAN No. _____ And Registered office at _____ acting through, Mr. (Name of officer/representative), agedyears, the (Designation) of (Name of institution), do hereby solemnly affirm agree and undertake and declare as under.

[A copy of said Identity Proofs are enclosed herein as mentioned above]

I/We are aware that:

IFCI is acting as a Debenture Trustee having been appointed under a Debenture Trust Deed dated 24.01.1995 in respect of the public issue of debentures of 22,16,000 of the face value of Rs 150/- each and a rights issue of 1199600 of Rs.140/- each for cash. These debentures were secured by way of First Pari Passu and charge by way of mortgage created infavour of the Trustees on all the movable and the immovable properties of M/s Mukerian Papers Ltd.(MPL) both present and future.

1. I/We am/are a Debenture Holder of Right-cum-Public Issue of Secured Redeemable Partly Convertible Debentures ("PCDs") of Mukerian Papers Ltd. which were issued in September, 1994.

2. I/we am/are the first / second charge holder of Debentures of the company (MPL).
3. I/we will submit the ORIGINAL Debenture Certificate at the time of redemption and I/we am executing this Undertaking cum Indemnity Bond as per terms and conditions for the aforesaid Debentures held by me/us.
4. I will execute this declaration to be submitted to the concerned authorities of the Debenture Trustee.
5. My Debentures details as are follows:

Name of Debenture Holder :	
Debenture Certificate Folio No.	
Distinctive Nos :	From To
No. of Debentures.	

6. The Company has issued the Debenture Certificate no _____ to _____ in original to me and the Debenture Certificates in original are held by me & they are in my possession.
7. I/We have not transferred these debentures to any other person and I/We have not converted these debentures into equity.
8. I/We have not created charge/interest/will/assigned the debentures to any third party.
9. I/We have not received any/full payment of the debentures.
10. I/We also understand that IFCI as the debenture Trustee is taking steps for the payment of the debentures as per the amount available with them.
11. I/We irrevocably and unconditionally agree and confirm that, in case, IFCI is ordered to refund the sale proceeds amount under the direction of any court, tribunal, judicial/quasi-judicial authority etc. and at such interest rate as may be ordered, I/We shall refund the entire amount received by me/us from IFCI alongwith the interest ordered if any, immediately and without any delay or demur, as soon as a demand for refund is served by IFCI.
12. I/We, hereby, agree and undertake that, incase it is found that we have received any amount more than what is payable to me/us, I/we shall refund the said excess amount to IFCI as and when demanded by IFCI, without any delay or objection.

13. I/We further agree and undertake that, in case the refund is delayed beyond 7 working days of service of demand notice for refund by IFCI, I/We shall be liable to pay interest @ prevailing Bench Mark Rate of IFCI for the delayed period.
14. I/We further agree and confirm that this undertaking shall be unconditional and irrevocable and shall be binding on us and our successors and assigns and shall be in full force and effect.
15. We hereby agree and undertake that we shall unconditionally indemnify you and keep you indemnified at all times in respect of any damage, cost, charges and expenses which you may incur or any loss or damage which you may suffer or be put to or which may be occasioned to you on account of IFCI making the said payment to me/us being debenture holder as declared by me in this Undertaking cum Indemnity Bond.
16. I/We further state that the information furnished by me above is true & correct. In case the information turns out to be false or untrue, I/We understand IFCI reserves the right to proceed/initiate such action both under Civil and Criminal Law.

On behalf of Company/Corporate/Banks Debenture Holders

Signature: _____
 Name: _____
 Designation: _____
 (With seal & authority) & POA No.____
 Contact No. : _____
 Address: _____
 Email ID: _____

Date:
 Place:

On behalf of Self/ Individual Debenture Holders

Signature: _____
 Name: _____
 Address: _____
 Contact No. : _____
 Email ID: _____
 Adhar No. _____

Date:
 Place: