**On Stamp Paper of Rs. 200 , duly attested by Oath Commissioner**

**LETTER OF INDEMNITY**

**AND**

**CONFIRMATION OF RECEIPT OF PAYMENT**

This Letter of Indemnity (the **“Letter of Indemnity”**) is executed on this [\*] day of \_\_\_\_\_, 2020:

**BY:**

**(In case of Companies/Cprporate bodies etc, A)**

1. **[*Name of Company or Organization*],** having its Registered Office at [\*], through its duly authorized Representative/Director Mr. [\*], s/o [\*], r/o [\*], holding CNIC No. [\*], duly authorized vide Resolution of the Board of Directors dated [\*] (herein after referred to as the **"Indemnifier"** which expression shall include its successors-in-interest, transferees and assigns);
2. **In case of Individuales the relevent detail to be provided as required in this indemnity**

**IN FAVOR OF:**

**The Joint Official Liquidators** of Innovative Investment Bank Limited (Under Liquidation), namely (i) Khawaja Waheed Raza, and (ii) Sardar Mohammad Ali [herein after referred to as the **“Indemnified Parties”** which expression shall include their legal heirs, successors-in-interestm assigns or any other person or persons appointed as Official Liquidator(s) in their place].

**WHEREAS:**

**A.** Vide Order of the Honorable Lahore High Court, Lahore dated 02.05.2013 in C.O. 46 of 2010 titled “*Securities and Exchange Commission of Pakistan vs Innovative Investment Bank Limited*”, Innovative Investment Bank Limited was ordered to be wound-up (the **“Winding-up Proceedings”**)

**B.** Vide Order of the Honorable Lahore High Court, Lahore dated 01.10.2020 in CM No. 15 of 2020 in the Winding-up Proceedings, the Indemnified Parties were directed to pay Principal Amount only up to Rs. 12,000,000/- (Rupees Twelve Million Only) to holders of Certificate of Deposits (**“CODs”**) and/or Certificates of Investments (**“COIs”**) in Innovative Investment Bank Limited (Under Liquidation):

**C.** The Indemnifier hereby unconditionally and irrevocably confirms and declares that the Indemnifieris true and lawful owner of the following CODs issued by Innovative Investment Bank Limited (Under Liquidation) and that the Indemnifier does not hold (whether directly or indirectly) any other CODs/COIs issued by the same:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date of Issuance | Certificate No. | Title/Beneficiary | Principal Amount of CODs | Due Date |
|  |  |  |  |  |

**D.** The Indemnifier hereby unconditionally acknowledges and confirms that the Principal amount of Rs. \_\_\_\_\_\_\_\_\_\_ (Pak Rupees [\*] Only) is due and payable by Innovative Investment Bank Limited (Under Liquidation) against the said CODs (the **“Principal”**);

**E.** The Indemnifier hereby unconditionally and irrevocably acknowledges and confirms that with respect to the Principal:

1. The Indemnifier has already received a sum of Rs. 21,000,000/- (Pak Rupees Twenty One Million Only);

1. The Indemnifier has now received a sum of Rs. 12,000,000/-(Pak Rupees Twelve Million Only) vide cheque bearing No. **\_\_\_\_** dated **\_\_\_\_\_\_\_\_\_\_** drawn on Habib Bank Limited issued by the Indemnified Parties in favor of the Indemnifier as Partial payment/settlement of the Principal(the **“Received Amount”**);and
2. A sum of Rs. [\*] (Pak Rupees [\*] Only) remains outstanding under the CODs (the **“Outstanding Principal”**).

**F.** The Indemnifier hereby further unconditionally and irrevocably acknowledges and confirms that the entire Received Amount has been fully and finally paid by the Indemnified Parties to the Indemnifier and that only the Outstanding Principal under the CODs/COIs remains due and payable by the Indemnified Parties to the Indemnifier.

**NOW, THEREFORE,** the Indemnifier hereby unconditionally and irrevocably acknowledges, confirms, covenants, undertakes, and declares that:

1. That the Indemnifier has received the Received Amount in full from the Indemnified Parties and no further amount(s) is/are due and payable thereunder from the Indemnified Parties.

2. That in consideration of the Indemnified Parties releasing the Received Amount to the Indemnifier as aforesaid, the Indemnifier hereby unconditionally and irrevocably confirms and undertakes that:

1. The Indemnifier has not filed and shall not file in the future any suit or other legal proceedings against, *inter alia*, the Indemnified Parties *including* in respect of the Principal, the Received Amount, Outstanding Principal, any interest/mark-up/liquidated damages etc. thereon or concerning the CODs;
2. The Indemnifier shall and does hereby indemnify and hold the Indemnified Parties harmless on the first written demand made by them, for and against all costs incurred in connection with any enquiries, investigations, suits, actions, proceedings, claims, liabilities, losses, costs, damages, penalties, legal costs, other charges etc which may be brought against the Indemnified Parties directly or indirectly by any person or persons, including the Indemnifier in any court, tribunal, body or authority regarding or connected with the aforeaaid CODs . [the **“Indemnifying Event(s)”**];
3. A certificate signed by any one or more of the Indemnified Parties or their duly appointed agent(s)/representatives/officers stating that the amount mentioned therein had been incurred by the Indemnified Parties in connection with an Indemnifying Event(s) shall be conclusive proof of the fact that the said amounts have been paid /incurred by the Indemnified Parties;
4. The Indemnified Parties shall have the right to recover the said amounts from the Indemnifier within a period of Seven (07) days from the date of issuance of the certificate specified in Clause 2(iii) above;
5. The Indemnifier shall not have the right, power or authority and hereby specifically waives and foregoes such right, power or authority to contest or challenge the amount(s) specified in the certificate specified in the Clause 2(iii) above;

3. The Indemnifier shall not, under any circumstances whatsoever, claim any Interest/Mark-up on the CODs until such time that the Honorable Lahore High Court, Lahore passes an order to that effect in the Winding-up Proceedings.

4. The Indemnifier further unconditionally and irrevocably declares, undertakes and states that:

1. The indemnity given herein is for the benefit of the Indemnified Parties and has been validly issued by the Indemnifier;
2. This Indemnity shall be binding on the Indemnifier, his/her/its legal heirs, successors-in-interest, transferees and assigns and will also enure to the benefit of the Indemnified Parties;
3. The Indemnified Parties’ rights and remedies hereunder are cumulative and not exclusive of any right or remedy available under the laws of Pakistan;
4. If one or more of the provisions hereunder are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or un-enforceability of any provision shall not affect the validity of the remaining provisions hereof;
5. The Recitals herein above shall form an integral part of this Letter of Indemnity and Confirmation of Receipt of Payment;

**IN WITNESS WHEREOF THE ABOVE INDEMNITY HAS BEEN SIGNED BY THE INDEMNIFIER ON THIS [\*] DAY OF \_\_\_\_\_\_\_, 2020 IN THE PRESENCE OF THE FOLLOWING WITNESSES:**

# (Stamp of Organization &

# Signature of Authorized Signatory)

X

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **INDEMNIFIER**

**Witnesses:**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

Name:

CNIC:

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

Name:

CNIC: