BID SECURITY: SURETY BOND

(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution)

By this Surety Bond, We __ (Name and address of Applicant) ("**Applicant**") and __ (Name and address of Surety) ("**Surety**"), are held to be unequivocally, irrevocably, unconditionally and firmly bound unto the Company as obligee, for the payment of a sum of _____ (in words) ("**Surety Amount**"), and accordingly, we, the Applicant and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Applicant has submitted/will submit an Expression of Interest ("EoI") to the Liquidator of Nicco Corporation Limited – in Liquidation ("**Company**") dated _____ day of _____ 20 _____ and one of the conditions precedent of the submission of the EoI is to submit Earnest Money Deposit ("EMD") by way of RTGS./NEFT/Demand Draft/Surety bond/ Bank Guarantee to the extent of 10% of the reserve price of the Sale Assets.

NOW, THEREFORE, it is hereby unconditionally undertaken as follows:

1)   The Surety will be obliged to make the payment of the Surety Amount if:

   a) The Applicant withdraws the bid once submitted and declared successful during the auction sale; or

   The Applicant having been notified of the acceptance of bid by the Liquidator, fails or refuses to execute any agreement or document, or otherwise fails to take one or more steps in accordance with the Invitation for the EoI or instructions of the Liquidator to the Applicant

2)   The Surety shall not be liable for a greater sum than the Surety Amount.

3)   The Surety hereby agrees that its obligation shall be valid till the declaration of dissolution of auction sale by the Liquidator or as it may be extended by the Liquidator, notice of which extension(s) to the Surety is hereby waived.

4) The Surety hereby expressly agrees that it shall not require any proof in addition to the written demand from the Liquidator (made in any format) raised, in order to make the aforesaid payment as directed by the Liquidator.

5) The Surety shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Applicant and / or any other person. The Surety shall not require the Liquidator to justify the invocation of this Surety Bond, nor shall the Surety have any recourse against the procurer(s) in respect of any payment made hereunder.

6) This Surety Bond shall be interpreted in accordance with the laws of India and the courts at Kolkata shall have exclusive jurisdiction.

7) This Surety Bond shall in no event be affected, for any change in the constitution of the Surety and/or the Applicant or for any other reasons whatsoever and the liability of the Surety hereunder shall not be impaired, discharged or in any way affected by an extension of time or any other indulgence granted by the Liquidator to the Applicant.

8) This Surety Bond shall be a primary obligation of the Surety and accordingly the Liquidator shall not be obliged before enforcing this Surety Bond to take any action in any court or arbitral proceedings against the Applicant, to make any claim against or any demand on the Applicant or to give any notice to the Applicant or to exercise, levy or enforce any distress, diligence or other process against the Applicant.

9) The Surety hereby agrees and acknowledges that the Liquidator shall have a right to invoke this Surety Bond either in part or in full, as it may deem fit.

10) It is hereby expressly stipulated and agreed that this Surety Bond shall inure to the benefit of the Liquidator or the Company, so as to give a right of action in any suit brought upon this Surety Bond. Provided that if the conditions stipulated in this Surety Bond be fully performed, then the obligations of the Surety shall become null and void.

IN THE WITNESS THEREOF these presents have been signed on this _____ day of _____ 20 _____

Signature(s) of Applicant:

Signature(s) of Surety(ies):

In the presence of:

1.   Name and address of the witness:

2.   Name and address of the witness: