

**ON NON-JUDICIAL STAMP PAPER OF RS. 100/- (Rupees Hundred Only)
INDEMNITY-CUM-UNDERTAKING**

This is indemnity-cum-under taking is executed at _____ day of _____ by THE _____ (D P name) a Company incorporated and registered under the companies Act, 1956 having its Registered office at the (D P ADDRESS) _____ (hereinafter referred to as the "Obligor" which expression shall unless repugnant to the context or meaning thereof mean and include its successor and permitted assigns at the said branch, the duly constituted Attorney and authorised representative of obligor.

IN FAVOUR OF:-

M/s _____ a Public Limited Company, Incorporated and registered as a Public Limited Company under the companies Act 1956, having its Registered office at _____ (hereinafter referred to as "Company" which expression shall unless repugnant to the context o meaning thereof mean and include its successor and permitted assigns)

WHEREAS :-

- 1 The obligor is a Registered Depository Participant vide DPID No. _____ with the National Securities Depository Limited/Central Depository Services (I) Limited.
- 2 Mr. _____ a registered shareholder of the Company and presently residing at _____ (hereinafter referred to as the Shareholder) holds _____ (nos. of shares) equity shares of Rs.10/- each of the Company under Folio no. _____. The details in respect of the shares held by the Shareholder are as follows

<u>S.no</u>	<u>Share certificate no(s)</u>	<u>Distinctive no(s)</u>	<u>No of shares</u>
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The above Shares are hereinafter referred to as the said "SHARES"

3. The Shareholder had submitted the share certificates in respect of the Said shares to the Obligor at their office at _____ (DP OFFICE ADDRESS) along with Demat Request form for the purpose of dematerializing the said shares.
4. That the Obligor, upon receipt of the Demat Request form and share certificates in respect of the said Shares, had duly verified the signature of the Shareholder and after completion of verification, duly stamped and endorsed the concerned share certificate with the endorsement "SURRENDERED FOR DEMATERIALISATION" and has also duly punched at the top the share certificates in respect of the said Share. The DRN No.(s) _____ for above mentioned shares were generated and physical documents along with DRF forwarded to the Company/RTA and subsequently reported misplaced/not received by them and thus the said DRN rejected.
5. The Shareholder is the sole legal Claimant in respect of the said Shares.

The Shareholder nor the Obligor has not entered into any transaction for sale, transfer, pledge or mortgage in respect of the said shares and the said Shares are not the subject matter of any encumbrance, dispute, enquiry, seizure or any prohibitory order passed by a Court of competent jurisdiction.

NOW THEREFORE, in consideration of the foregoing and good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Obligor does hereby state, affirm and convenient as under:

- a. In consideration of the Company, acting on the request of the Obligor for confirmation of the dematerialisation of the said Share, without receipt of the concerned share certificates thereof the Obligor does hereby bind them selves, their successors in interest and assigns to hold the company and its Directors and officer harmless and indemnified against all present and future consequences, disputes, claims, suits, actions, costs, losses and expenses which may arise in the event of any claim being made or raised by their successors and representatives in respect of the said shares or in the event of the share certificates in respect of the said Shares being transacted upon and any claim in respect of such transaction being lodged with the Company.

The Obligor does further Convenient and affirm that the liability to indemnify the Company as stated herein above shall also include payment to the company of the value of the said Shares (including accretions to the said Shares on account of bonus/right thereon) at the then prevalent market rate along with any dividend(s) received on the said shares up to that date.

- b. The Obligor shall indemnify the Company against any claim, demand or penalty made/raised on the Company by any regulatory or Statutory Authority or Body in respect of any matter touching or concerning the confirmation of dematerialisation of the said Shares as stated herein above.
- c. The Obligor hereby undertakes that they shall forthwith duly surrender to the company, the original share certificates in respect of the said Shares in the event of the same being found or delivered to the Obligor.
- d. The Obligor irrevocably undertakes to indemnify and hold harmless the company against any losses, claims, liabilities, costs and expenses based upon and arising out of or in connection with the falsification and breach of any of the representation and statement made by the Obligor herein above.
- e. This Indemnity-cum-undertaking shall remain in full force and effect in point of time, and shall not be discharged unless agreed to in writing by the company.

IN WITNESS WHEREOF these presents executed on the date and place first mentioned herein above.

For _____

(OBLIGOR)

For _____

(Mr/Ms _____ (Constituted Attorney)

AUTHORISED SIGNATORY

Note :

1. Undertaking shall be executed by the Depository Participant (DP).
2. Every page of the undertaking shall be signed & Sealed.
3. Copy of old DRF bearing old DRF, proof of dispatch and new DRF bearing new DRF shall be accompanied with the Undertaking.