

ANNEXURE A

To be reproduced on Non-Judicial Stamp Paper or franked with equivalent amount and duly notarized

Undertaking -cum- Indemnity bond

This Undertaking - cum – Indemnity Bond is made and executed on ____ July, 2018 at-----

By

Mr./Ms. _____ son / daughter / wife of _____ and Mr./Ms. _____ son /daughter / wife of _____ residing at _____

_____ having permanent address at _____ (hereinafter called as “**Indemnifier**”, which expression unless it be repugnant to the context or meaning thereof, mean and include my / our legal heirs, successors, administrators and assigns) of the one Part

In favour of

M/s _____, a Company duly incorporated under the provisions of Companies Act, (year to be input as applicable) (since replaced by the Companies Act, 2013) and having its Registered Office at _____, (hereinafter called as “**Indemnified**” which expression unless it be repugnant to the context or meaning thereof, mean and include its successors, administrators and assigns) of the Other Part and.

WHEREAS:

I/ We have purchased the following securities from the seller (s) Mr. _____ and -----
- _ for a

Consideration amount of Rs. _____

Folio No:

Certificate No:

Distinctive Nos:

I/ We have lodged duly executed Transfer deed / Securities Transfer Form along with the original certificates for the aforesaid securities with the Company/ RTA for transfer of the securities in my / our favour.

In consideration of the Company approving the aforesaid securities in my/our favour: I/We hereby agree and confirm that I/we will not transfer/dematerialise the physical securities for a period of 6(six) months (lock-in period) as per circular No. SEBI/HO/MIRSD/DOS3/CIR/P/2018/139 dated November 6, 2018 from the date of registration of transfer.

I/ We shall indemnify and keep indemnified and saved, harmless _____ the Company, its management, officers, staff, the RTA M/s _____, its management, officials, staff from and against (i) any harm, loss, damage or injury, (ii) any claim or demand and (iii) any suit, action, litigation or other proceedings whatsoever, that the Company / RTA management, officers, staff, may suffer or incur or may be called upon to suffer or incur (including all costs, charges and expenses incurred or required to be incurred on prosecuting or defending any suit, action litigation and/or proceedings) by reason of or as a consequence of the Company transferring the securities to my / our name(s) the -----

I/ We acknowledge, understand, accept and admit that this Undertaking – cum – Indemnity Bond shall be equivalent to the value of the shares at prevailing market price with all the benefits accrued on the transacted shares and it shall be binding upon my / our legal heirs, successors, administrators and assigns.

Signed by the Indemnifier in the presence of the Magistrate / Notary Public and following witnesses on the date and place first written herein above;

Indemnifier(s) First named transferee:

Indemnifier(s) Second named transferee:

Name and full address of Magistrate / Notary Public (Affix Official Seal and Notarial / Court Fee Stamp, as applicable)

Registration No.

Notary Register at Book No. ----- Serial No. -----

Witnesses:

1. Name: _____

Add:

Sign:

2. Name: _____

Add:

Sign: