

DEED OF INDEMNITY

This Deed of Indemnity is executed by :

1. _____ (PAN No. _____): and,
2. _____ (PAN No. : _____)

which expression shall unless repugnant to the context or meaning thereof include his/ her heirs, executors, administrators, legal representatives, beneficiaries and assigns

Hereinafter collectively referred to as Indemnifiers

In favour of :

1. _____, (PAN : _____) a company incorporated under the Indian Companies Act, 1956, under CIN Number : _____, having its Registered Office at Plot No. _____, which expression shall unless repugnant to the context or meaning thereof include his/ their holding company, executors, administrators, legal representatives, beneficiaries, subsidiaries, associates, affiliates and assigns (hereinafter referred to as “_____”).
2. _____, a company incorporated under the Indian Companies Act, 1956, under CIN Number : _____, having its Registered Office at _____, _____, which expression shall unless repugnant to the context or meaning thereof include his/ their holding company, executors, administrators, legal representatives, beneficiaries, subsidiaries, associates, affiliates and assigns (hereinafter referred to as “_____”).

Hereinafter collectively referred to as the Indemnified persons.

The Indemnifiers understand that all rights, duties, responsibilities and obligations of each Indemnifier under this Indemnity Bond shall be Joint and Several and any Act done by any Indemnifier shall be binding on the other and each Indemnifier shall not be free from his responsibility or liability under this Indemnity Bond unless all amounts (arising out of covenants of this Indemnity Bond) due to _____ and/or _____ have been fully settled by the Indemnifiers.

The Indemnifiers herein declare and confirm as under :

1. That they have sold their entire 100% shareholding comprising of 1,50,000 (One Lac Fifty Thousand) equity shares in _____ to _____ vide Agreement dated _____.
2. That Indemnifiers have informed _____ that they are the lawful owners of the aforesaid 1,50,000 equity shares of _____.
3. That the Indemnifiers have undisputed rights of selling the aforesaid Equity Shares and they have not entered into any Agreement with any person for sale/pledge of the aforesaid equity shares.
4. That the Indemnifiers have agreed to indemnify _____ of all costs, claims, expenses being paid or suffered by _____ in case any person (s) or any authority claim title or interest in the aforesaid Equity Shares.

NOW THIS DEED OF INDEMNITY IS EXECUTED BY THE ABOVE NAMED INDEMNIFIERS IN FAVOUR OF THE INDEMNIFIED PERSONS NAMED HEREIN ABOVE :

1. That we the above named Indemnifiers do hereby agree to indemnify the Indemnified Person(s) of all costs, claims, recoveries, actions, proceedings, expenses paid or suffered by _____ in case any person or any authority claims title or interest in _____ Equity Shares of _____ which have been sold by the Indemnifiers to _____.

SUGGEST CLAUSE 1:

That Indemnifiers do hereby agrees and undertakes to Indemnify the Indemnified persons of all or any claims, recoveries, counter-claims made by any persons, in future, in respect of 1,50,000 Equity Shares of _____ sold by Indemnifiers to _____ and also for the any losses, or damages or injuries suffered or caused to be suffered either directly or indirectly either by the _____ to _____ due to any clog over the right, title or interest in the aforesaid 1,50,000 Equity Shares previously held by Indemnifiers.

2. That in case any suit is filed by any person claiming to be the owners or having any interest in 1,50,000 Equity Shares or any part thereof sold by the Indemnifiers to _____ then the Indemnifiers shall contest the said suit thereby protecting the Indemnified Persons of any further consequences in the matter. **At**

the same time, Indemnified may also at their sole and absolute discretion, but no obligated to, contest the said suit or litigation or any claim as may be filed by any outside party.

3. **That in case the Indemnifiers fail or neglect to contest any such suit and the suit had to be contested by the Indemnified Persons, then Indemnifiers shall pay all fees, (court fess, legal fees and arbitrator fees), litigation expenses, cost, charges and expenses in either defending or prosecuting such suit, claims and litigation before any court of law, quasi-judicial authorities, arbitral tribunal or any Mediators or before any authorities.**

4: The Indemnifiers hereby agree, undertake and confirm to defend , hold harmless, indemnify and keep indemnified the Indemnified persons against any liability, claim, action, damages, demands, lossess, penalties, costs and expenses, suit that the indemnified persons may suffer or incur resulting directly or indirectly from sale of Equity Shares of _____ by Indemnifiers to the Indemnified persons.

5: **That this indemnity executed by the Indemnifiers shall be irrevocable in nature and shall be valid till such time, the Indemnified person relieves the Indemnifiers of their obligations under this Deed.**

6: That this Deed of Indemnity shall be valid and enforceable by any person (s) who holds/ acquires any of the above 1,50,000 Equity Shares of _____ after this date **and such persons shall be entitled to enforce as if he himself entered into this Deed with Indemnifiers.**

7: That with the execution of this Indemnity, the Indemnifiers hereby irrevocably authorise _____ and / or _____ to, without reference to Indemnifiers, deduct appropriate, adjust and/or withhold the amount of losses, **damages, liability, injuries, costs, expenses, charges incurred, or sufferd or caused to be suffered either directly or indirectly from the payments due to Indemnifier.**

NOTICE

8: Irrespective of whether this is expressly specified in each individual case, all communications, which are necessary or permitted with regard to this Deed of Indemnity, are to be effected in writing, i.e. via letter or e-mail. These communications are to be forwarded to the following addresses:

1. **INDEMNIFIERS**

A.) _____
R/o. : _____

E-Mail:

B.) _____
R/o. : _____

E-Mail:

2. **INDEMNIFIED PERSONS**

A.)

E-Mail : a.)
and

b.)

E-Mail :

9: That any Party hereto shall give immediate notice to the other party, regarding change of its address at which any communication/notice shall be addressed to it.

10: That all communications and notices to be given hereunder shall be deemed to have been validly given if reduced in writing signed by the party giving the same, enclosed in envelope and mailed by registered post, postage pre-paid, addressed to the party for which such notice/communication is intended at the respective registered address of such Party. The Parties also agree that all communications sent on the e-mail as mentioned above shall constitute sufficient compliance under this Article.

11: That the Statement of Accounts signed by the Head of Accounts of _____ or showing that any particular sum(s) of money is due and payable by the Indemnifiers to the _____ and/or _____ shall be final, conclusive and binding upon both the parties and shall become payable by the Indemnifiers merely on first demand, without any protest or demur by the Indemnifiers. The Indemnifiers further agrees and undertakes to pay an interest at the rate of 14% per annum (compounded on

quarterly basis) on any amount which is due and payable by the Indemnifiers to the and/or _____.

12: The parties may decide their claim or counter-claim through mutual consultations within thirty (30) days after commencement of discussions or such longer period as the Parties agree to in writing. In the event of non settlement arriving between the parties, then the same shall be referred to the Sole Arbitration of an independent person as may be nominated by the Managing Director of _____. The place of arbitration proceedings shall be at New Delhi and the court at New Delhi alone shall have jurisdiction

Executed by above named Declarants on _____ day of _____ 2015 at _____.
