

INDEMNITY CUM AFFIDAVIT

**ON STAMP PAPER OF RS.600/-
TO BE NOTARISED**

This Indemnity cum Affidavit is executed at _____ this ____ day of _____, by :

- (1) Mr _____ Age: ____ years, Occupation: _____, residing at _____
(hereinafter referred to as "Indemnifier 1")
- (2) Mr _____ Age: ____ years, Occupation: _____, residing at _____
(hereinafter referred to as "Indemnifier 2")
- (3) Mr _____ Age: ____ years, Occupation: _____, residing at _____
(hereinafter referred to as "Indemnifier 3")
- (4) Mr _____ Age: ____ years, Occupation: _____, residing at _____
(hereinafter referred to as "Indemnifier 4")
- (5) Mr _____ Age: ____ years, Occupation: _____, residing at _____
(hereinafter referred to as "Indemnifier 5")

(hereinafter, collectively referred to as "**Indemnifiers**").¹

IN FAVOUR OF

CG POWER AND INDUSTRIAL SOLUTIONS LTD (FORMERLY CROMPTON GREAVES LIMITED), a Company having its Registered Office at 6th Floor CG House Dr Annie Besant Road, Worli, Mumbai 400 030, hereinafter called "the Indemnity Holder".

The expressions, "Indemnifier", "Indemnifiers" and "Indemnity Holder(s)" shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors and assigns.

The abovementioned Indemnifiers do solemnly affirm and declare as follows:

Part A² :

Option 1 : Shares lost by Registered Member(s)

- (1) Indemnifier 1, Indemnifier 2* and Indemnifier 3* ³ is/are registered in the Register of Members of the Company as the holder(s) of following Shares of the Company:

Folio No	No of Shares (Face Value per share Rs____)	Certificate No(s)	Distinctive No(s)	
			From	To

¹ Indemnifiers will include shareholder, joint holders, if any and two sureties

² Choose Option 1 or 2

³ strike out whichever not applicable

(2) The Registered Members have :

- (a) informed the Company, that the Certificate(s) of the said Shares have been lost or misplaced and, despite a diligent search having been made the same cannot be found.
- (b) duly reported the loss/non-receipt to the police authorities, and a First Information Report, duly recorded by them, on _____. A copy of the First Information Report, forms an integral part of this document.
- (c) has/have applied to the Company for duplicate Share Certificate(s).

OR

Option 2 : Shares lost in Postal Transit when being lodged for Transfer

(1) Indemnifier 1, Indemnifier 2* and Indemnifier 3* ⁴ have informed the Company, that they had purchased from the market through _____ Stock & Share Broker having SEBI Registration No. _____, _____ shares of the Company vide Broker Bill No. _____ dated _____ (copy enclosed) and had made payments to the said Broker vide cheque no. _____ dated _____ drawn on _____ for Rs. _____ which stands paid. These shares had been posted to the Company together with the duly filled in Share Transfer Form by Registered Post vide Registration No. _____ dated _____. However the said share certificates although sent by Registered Post have not been received by the Company. The details of shares are as under :-

Folio No	Name of the Transferor	No of Shares (Face Value per share Rs____)	Certificate No(s)	Distinctive No(s)	
				From	To

(2) Indemnifier 1, Indemnifier 2* and Indemnifier 3* ⁵ have :

⁴ strike out whichever not applicable

⁵ strike out whichever not applicable

- (a) informed the Company, that the Certificate(s) of the said Shares are not in the possession of the Indemnifiers and the Indemnifiers have not handed over possession of these certificates, to any person, consequent to any sale transaction of the shares or created any charge, lien or other encumbrance on the above shares.
- (b) duly reported the loss/non-receipt to the police authorities, and a First Information Report, duly recorded by them, on _____. A copy of the First Information Report, forms an integral part of this document.
- (a) has/have applied to the Company for duplicate Share Certificate(s).

Part B

- (3) In view of the above loss/non-receipt of the said shares, at the request of the Indemnifiers, the Indemnity holder has registered a Stop Transfer Mandate on the above shares, which Stop Transfer Mandate shall continue to be effective upto such time as the duplicate share certificates are issued by the Company.
- (4) The Indemnifiers agree and confirm:
 - (i) that the original share certificates have not pledged or deposited by way of security or otherwise, or transferred or sold.
 - (ii) that the stop transfer instructions given by Indemnifiers are not on the grounds of non-payment or any disputes with the Brokers
 - (iii) to return forthwith to the Company for the purpose of cancellation the said Original Shares certificate(s) in case the same shall be found or traced, or received and take all actions, and procedures including litigation as necessary, at their own cost, as the Company shall require, for the recovery of the original share certificates, or otherwise, related thereto.
- (5) In consideration of the Company issuing such duplicate Share Certificate(s) all the Indemnifiers hereby undertake jointly and severally that:
 - (i) they themselves and their heirs, executors and administrators respectively, will at all times and from time to time save, defend, keep harmless and indemnify the Company, its successors, assignees and the Directors thereof and their respective heirs, executors, administrators, estates and effects from and against all actions, causes, suits, proceedings, accounts, claims and demands whatsoever on account of the issue of duplicate Share Certificate(s) mentioned above and against all loss, damages, costs charges, liabilities, expenses and sums of money incurred in respect thereof.
 - (ii) the determination by the Indemnity Holders of the extent of any and all such losses, damages, claims, penalties, proceedings, costs and all other liabilities, shall be binding on all the Indemnifiers, without questioning the reasonableness, validity or otherwise of any payments made by the Indemnity Holders, in response to a claim that has been made by the Indemnity Holders;
 - (iii) In case, the Indemnifiers fail to defend, settle or mitigate the claim, the Indemnity Holders shall have full rights to defend, pay or settle said claim on the Indemnifiers' behalf, without notice to Indemnifiers, and notwithstanding any direction on the contrary by the Indemnifiers, with full rights to recourse against the Indemnifiers for all fees, costs, expenses and payments made or agreed to be paid to discharge the claims.
 - (iv) Upon default, the Indemnifiers further agree to pay all reasonable attorneys' fees necessary to enforce this Agreement.
 - (v) This Agreement shall be unlimited as to amount or duration.

(vi) This Indemnity is in addition to and not in derogation of any other Indemnity/Guarantee and/or Security which the Indemnifiers may have executed in favor of the Indemnity Holders or which Indemnity Holders may at any time hold.

(vii) that this Indemnity cum Affidavit shall ensure upon and also be enforceable jointly and severally against all the Indemnifiers and all their respective legal heirs, representatives, successors and assigns, for all times in future.

(6) In consideration of the Company issuing such duplicate Share Certificate(s) all the Indemnifiers hereby declare and agree that in the event of their failure to compensate the Indemnity Holders as per Clause (5) above, the Company can have a lien in general on all shares/debentures or other securities which the Indemnifiers may be holding presently or in the future and also the dividend. interest declared or payable on the shares/debentures or other securities.

VERIFICATION

We, the Indemnifiers abovenamed, do hereby verify that the statements mentioned in the above paragraphs are true to the best of our knowledge and belief and that nothing material has been concealed.

Verified at on thisday of20

IN WITNESS WHEREOF the Indemnifiers have hereunto set and subscribed their hands to this document the day and year hereinabove mentioned.

	Name ⁶	Address	Signature	Phone No	Email Id	Bank Details ⁷
Shareholder/Joint Holder 1/Purchaser 1						
Shareholder/Joint Holder 2/Purchaser 2						
Shareholder/Joint Holder 3/Purchaser 3						
Surety No 1						
Surety No 2						
Witness for Shareholder/Joint Holder 1//Purchaser 1						
Witness for Shareholder/Joint Holder 2/Purchaser 2						
Witness for Shareholder/Joint Holder 3/Purchaser 3						
Witness for Surety No 1						
Witness for Surety No 2						

:

BEFORE ME
(Signature & Stamp of
Notary Public)

⁶ Please take care that sureties and witness are not the same individuals. Further sureties should be in addition to the shareholders/joint holders

⁷ Name of Bank, Branch and Account No. to be filled in

SURETY DETAILS
SURETY NO 1⁸
(Private & Confidential)

1. Name in Full :
2. Permanent Residential Address :
3. Phone no :
4. E-Mail Id :
5. Age :
6. Employment :
 - (i) Place of employment
 - (ii) Name of employer
 - (iii) Annual salary and other emoluments
7. Details of immovable property owned
(absolutely in *your* name, not as member of HUF) within municipal limits*
 - (i) Situation
 - (ii) Valuation
 - (iii) Annual rent realized

(please specify whether the immovable property consists of houses or mere lands)
8. Nature and value of business*
(In your own name & not as partner)
 - (i) Annual turnover
 - (ii) Annual Profits

Date:

(Signature of the Surety)

Note: Reply if applicable, otherwise kindly write NOT APPLICABLE against the relevant Column.

⁸ Sureties should be different to the shareholders and witnesses

SURETY DETAILS
SURETY NO 2⁹
(Private & Confidential)

1. Name in Full :
2. Permanent Residential Address :
3. Phone no :
4. E-Mail Id :
5. Age :
6. Employment :
 - (iv) Place of employment
 - (v) Name of employer
 - (vi) Annual salary and other emoluments
7. Details of immovable property owned
(absolutely in *your* name, not as member of HUF) within municipal limits*
 - (iv) Situation
 - (v) Valuation
 - (vi) Annual rent realized

(please specify whether the immovable property consists of houses or mere lands)
8. Nature and value of business*
(In your own name & not as partner)
 - (iii) Annual turnover
 - (iv) Annual Profits

Date:

(Signature of the Surety)

Note: Reply if applicable, otherwise kindly write NOT APPLICABLE against the relevant Column.

⁹ Sureties should be different to the shareholders and witnesses

INSTRUCTIONS

1. Kindly execute the Indemnity Cum Affidavit For Duplicate Issue on a Non-judicial stamp paper of Rs. 600/- or affix special adhesive stamps or frank the form for the same amount.
2. The stamp paper must be purchased in the name of the first registered shareholder/purchaser (in case of loss during transit).
3. In case adhesive stamps are used, the same must be cancelled by the issuing authority.
4. The Indemnity Cum Affidavit must be signed by the shareholders/joint holders alongwith two Surety(ies). The execution date on the form must be subsequent to the date of the stamping.
5. Joint holders must execute the Indemnity Cum Affidavit in the same order of their names as they appear in the Register of Members. The signature must tally with the specimen signatures registered with the Company.
6. Separate documentation must be executed for two or more folios having joint names in different order.
7. The duly executed Indemnity Cum Affidavit must be notarized by a Notary Public under his/her official seal.
8. The shareholders/joint holders/purchasers cannot be sureties. These must be separate individuals of good financial standing.
9. Witnesses must be other than the shareholders/joint holders/purchasers or the sureties.
10. In case of NRI shareholders, the Indemnity Cum Affidavit can be executed on plain paper and a demand draft towards the stamping amount may be issued in favour of M/S Datamatics Financial Services Limited, Mumbai, the Company's Registrar & Share Transfer Agent for addressing the Regulatory formalities. The duly executed Indemnity Cum Affidavit must be notarized by the Consulate/Embassy other Authorities permitted under local laws to issue oaths.
11. In case of corporate, the Indemnity cum Affidavit must be accompanied by a certified true copy of the Memorandum & Articles of Association and a Board Resolution enlisting the authorized signatories.
12. Enclosures : Please ensure to attach the following documents alongwith the Indemnity Cum Affidavit:
 - Broker Bill (only in case of shares lost in transit)
 - FIR lodged with the Police Station
 - Surety details form for two sureties