

Deed of Indemnity by the Depository Participant

(Updated as per CDSL Operating Instructions as on December, 2024)

This DEED OF INDEMNITY is made at _____ this _____ day of _____, between _____, (name of the Depository Participant) having address at _____ of the **FIRST PART** and

_____ (Name of the Depository Participant)* (hereinafter referred to as "DP") having its registered office at _____ of the **SECOND PART** (*name of the DP who is holding the BO/CM account to which the securities have been erroneously credited), and

Central Depository Services (India) Limited, (hereinafter referred to as "CDSL") having its registered office at 17th Floor, Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001, of the **THIRD PART**

1. **WHEREAS** we _____, (name of the Depository Participant) registered with CDSL under DP ID _____.
2. **AND WHEREAS** we had received an instruction on _____ for transferring _____ securities bearing International Securities Identification Number (ISIN) _____ to the credit of BO account bearing number _____ or CM account bearing number _____ and settlement ID _____ with CDSL or to an account with National Securities Depository Limited, with its Depository Participant bearing DP ID _____ and Client ID _____ / CM BP-ID _____ and Settlement ID _____ (target account).
3. **AND WHEREAS** we have now observed that while entering the BO / CM account number in the CDSL system, we have inadvertently entered an incorrect account number i.e. _____ instead of _____ OR we have now observed that we have inadvertently entered / uploaded this/these instructions multiple times in the CDSL system.
4. **and consequently** the securities have been transferred to a BO account to whom it was not intended to be credited by us or have been transferred in excess of the quantity mentioned by BO / CM in his instruction.
5. **AND WHEREAS** we have requested CDSL vide our letter dated to inform the DP, who is holding BO / CM account _____ to initiate necessary action for carrying out rectification reversing wrong entries effected by us, as mentioned in our aforesaid letter.

NOW THIS DEED WITNESSETH and in consideration of CDSL and _____, the DP (name of the DP who is holding the BO account to which the securities have been erroneously credited) having agreed to reverse/rectify the said entries on the faith and strength of the representation made by us, we agree to indemnify and keep indemnified and saved harmless CDSL and the aforesaid DP 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 CDSL and DP 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 such reversal / rectification / modification / alteration of the electronic entries effected in accordance with the aforesaid.

IN WITNESS WHEREOF the

[for printing on Rs.500/- stamp paper]

(name of the Depository Participant) has put his hands and seal on the day, month and year first hereinabove mentioned.

SIGNED AND DELIVERED by
the within named Beneficial Owner(s):

in the presence of:

)
)
)
)
)
)