**(On Rs. 500/- stamp paper)**

This DEED OF INDEMNITY Rs. 500/- stamp paper made this ………. Day of…………between……………. please see Note (i)[Name of Claimant]…………… son of [Name of father].…………………….residing at ……….…………….hereinafter referred to as the principal party (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, legal representatives and assigns) of the first part ……………..please see Note

(ii)[Name of Surety] …………….. son of [Name of father]………………… residing at………………….. hereinafter referred to as the surety (which expression shall unless included ‘by or repugnant to the context include his heirs, executors, administrators, legal representatives and assigns) of the second part and, the Regional Director, Company Law Board, Eastern/Southern/Western/ Northern Region, having his office at……………………… (which expression shall unless excluded by or repugnant to the context include its successors in office) of the third part;

Whereas Please see Note (iii)Aditya Birla Idea Payments Bank Limited went into liquidation;

AND WHEREAS the Official Liquidator of the said company paid and deposited in the Company’s Liquidation Account in the Public Account of Government of India the balance of the moneys in his hands or under his control representing unclaimed dividends payable to the creditors and/or undistributed assets refundable to contributories, which remained unclaimed and/or undistributed for over six months after the same became payable;

AND WHEREAS the amount deposited into the Company’s Liquidation Account includes a sum of

Rs [balance amount held] ……..payable as dividend/undistributed assets to Shri……………. (state the name of the person in whose name the amount stands deposited) as a Creditor/Contributory;

AND WHEREAS the principal party claims to be solely entitled to the said sum of Rs……………. (as heirs/executors/administrator/legal representatives/assigns) (Please see note iv)

AND WHEREAS the principal party could not file his claim to the Liquidator for the said sum on account

Of [reason]…………………………………………. Please see note (v)……………………………………………………….;

AND WHEREAS the principal party or any other person on his behalf has not made an application in any Court for any order for payment of the said sum of Rs……………………………………………..and no such application is pending in any Court of law in the Union of India;

AND WHEREAS the principal party has requested the Regional Director aforesaid to make payment of the said sum of money claimed by him out of the said Company’s Liquidation Account with regard to the said company;

AND WHEREAS by virtue of delegation from the Central Government (vide Notification No. G.S.R. 71, dated 1 st January 1966, read with section 637(I)(b) of the Companies Acgt, 1956) the said Regional Director is competent under section 555(7)(b) of the said Act, to make an order for the payment of the sum so claimed by the principal party and requires for the purpose of such an order an indemnity to be executed by the principal party in the manner following :-

…………the principal party and the surety hereby jointly and severally undertake and bind themselves to pay to the said Regional Director on demand and without demur the said sum of Rs…………………… together with interest at 6 per cent per annum, in the event of the said sum being found to be not payable to the principal party (and the decision of the Government in this behalf shall be final and binding on the parties) and the principal party and the surety hereby further undertake that they will at all times indemnify and keep the said Regional Director, ROC and ROC officials indemnified and harmless from all liabilities, with regard to the payment made to the principal party as aforesaid and against all actions, claims and demands, costs, damages and expenses which may be levied, brought or made against the said Regional Director by any person by reason of the payment being made by the said Regional Director of the said sum as aforesaid.

IN WITNESS whereof the parties hereto have set their respective hands the day and the year first above written

1. Signature of the Principal Party

Signed, sealed and delivered by the Principal Party who is personally known to me and signed my presence.

Signature of witness ………………………………..

(His Occupation and address)……………………

The Surety is personally known to me and signed in my presence.

1. Signature of Witness ………………..

(His Occupation and address) ……………………………

Signature of Surety

**ACCEPTED**

Regional Director, Company Law Board, Western/Eastern/Northern/Sothern Region

Notes;-

(i)Here quote the name of the claimant, who is the Principal Party.

(ii)Here quote the name of the surety, if any.

(iii)Here quote the name of the company in respect whereof the payment is being made.

(iv)The portion in brackets may be retained when applicable, i.e. in cases where the amount does not stand to the credit of the principal party.

(v)Here state the reasons why the claimant could not receive money now claimed earlier.

(vi)In the case of an execution who is not well conversant with English, the deed should be properly read over and explained by a competent person who should attest to that effect.

Please strike off whatever are not necessary or appropriate.

**(Notarize the document)**