

(To be stamped on appropriate value)

INDEMNITY BOND

This deed of indemnity is made at _____ (place) this _____ (date) day of _____ (month & year)

by and between

_____ (name of nominee / legal heir/joint holder/family member), aged

_____ residing _____ at

_____ (address) having

the PAN No. _____ [herein after referred to as the “**Claimant**” which expression shall unless it be repugnant or contrary to the context thereof means and includes his legal heirs and successors];

AND

Abakkus Asset Manager Private Limited (Formerly known as Abakkus Asset Manager LLP)

having its registered address at 6th Floor, Param House, Shanti Nagar, Off Santacruz-Chembur Link Road,

Near Grand Hyatt, Santacruz East, Mumbai 400055 [herein after referred to as the “**Portfolio Manager /**

Investment Manager/ Abakkus” which expression shall unless it be repugnant or contrary to the context thereof means and includes his legal heirs and successors and permitted assigns].

WHEREAS

1. The PMS / AIF (*strike out whichever is not applicable*) Folio No. _____ is held in the name of _____ (*name of deceased account holder*) herein after referred to as the “**Original Account Holder**”.
2. The Original Account Holder expired on _____ (*date of demise of Original Account Holder*), Claimant/Distributors/Investment Advisor/Notifiers has informed the same to the Abakkus on _____ (date of intimation) via _____ (mode of communication) and physical documents are provided by Claimant/Distributors/Investment Advisor/Notifiers to the Abakkus on _____ (date of receipt)
3. After the death of the Original Account Holder, at the instance of the Claimant, Abakkus has sold the following securities as detailed under Schedule I and caused the same to be debited from, if any, the respective PMS / AIF (*strike out whichever is not applicable*) Folio No. _____ and has bought the following securities as detailed under Schedule I and caused the same to be credited to, if any, the respective PMS / AIF (*strike out whichever is not applicable*) Folio No. _____.
4. The Claimant (s) have in consideration of Abakkus agreeing to transmit the following securities now held in the PMS / AIF (*strike out whichever is not applicable*) Folio No. _____ (*debit folio*) to the PMS / AIF (*strike out whichever is not applicable*) Folio No. _____ (*credit folio*) held in the single name of the Claimant, jointly and severally indemnify Abakkus:

Name of the Company	ISIN	No. of shares or units

This DEED WITNESSETH that in consideration of Abakkus agreeing to the request of the Claimant for transmission of securities now held in the said PMS / AIF (*strike out whichever is not applicable*) Folio No. _____ as per paragraph (5) herein above, to the PMS / AIF (*strike out whichever is not applicable*) Folio No. _____, that the Claimant agrees to keep indemnified and hold Abakkus saved, harmless and defended for all times hereafter from and against all losses, claims, legal

proceedings, actions, demands, risks, charges, taxes, duties, damages, costs, expenses, including attorney and legal fees and penalties whatsoever which may be initiated against Abakkus by reason of Abakkus having agreed to transmit the securities to the PMS / AIF (*strike out whichever is not applicable*) Folio of the Claimant.

Further, the Claimant agrees to keep indemnified and hold Abakkus saved, harmless and defended for all times hereafter from and against all losses, claims, legal proceedings, actions, demands, risks, charges, taxes, duties, damages, costs, expenses, including attorney and legal fees and penalties whatsoever which may be initiated against Abakkus by reason of Abakkus, without the knowledge/information of demise of Original Investor, having executed trades after demise of the investor but before intimation and submission of requisite documents by Claimant in writing.

The Claimant further agrees to maintain a minimum balance of INR 50,00,000 (minimum account opening balance) in their account linked to the PMS product at the time of transmission of shares as prescribed under the SEBI (Portfolio Management Services) Regulations, including any amendments thereto. In case of deficiency in minimum account opening balance at the time of transmission, the claimant agrees to pay-in the PMS Account either by security in or through transfer in cash to the extent of the deficiency.

The Claimant further agrees to indemnify Abakkus for the debits and credits made in the PMS / AIF (*strike out whichever is not applicable*) Folio No. _____ and if called upon by Abakkus to do so, in order to protect Abakkus's interests and to further and perfect the indemnity granted by us hereby in favor of Abakkus. It is hereby clarified that from the date of demise of the Original Investor the Claimant

shall ipso jure, subrogate and undertakes to honor all warranties, representations, obligations, duties, liabilities, etc. of Original Investor as per the terms of the agreement/contribution Agreement.

IN WITNESS WHEREOF:

Dated this _____ day of _____, 20__

Signed and delivered by the within named Claimant

Mr. / Ms. _____

For and on Behalf of Abakkus,

Signed and delivered by Abakkus

Abakkus Asset Manager Private Limited

(Formerly known as Abakkus Asset Manager LLP)

Mr. _____ (Employee name)

Designation: _____

Before Me

Notary Public.

SCHEDULE I

Sr No	Scrip	ISIN	Qty.	Date of Debit	Settlement No.

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