**INDEMNITY-CUM-UNDERTAKING**

[To be executed on Rs.100/- Stamp Paper or such stamp duty applicable in the place of execution]

THIS INDEMNITY – CUM – UNDERTAKING (hereinafter referred to as “Indemnity-cum- Undertaking”) is executed at [.] on this [.] day of [.], 20--

BY

Mr./Ms. [.],son/daughter/wife of [.], aged [.] years and resident of [.] (Here in after referred to as **“Executor”**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executor, administrators, and permitted assigns) of the **ONE PART;**

IN FAVOUR OF

Hero MotoCorp Ltd., a Company incorporated and registered as a Public Limited Company under the Companies Act, 1956 having its Registered Office at The Grand, Nelson Mandela Road, Vasant Kunj – Phase II, New Delhi - 110070, (hereinafter referred as the “**Hero MotoCorp**” or “**the Company**” which expression shall, unless repugnant to the context or meaning thereof mean and include it’s Directors, Officers, employees, authorized representatives, successors and permitted assigns) of the **OTHER PART**.

(“Executor” and “the Company” shall hereinafter be singularly referred to as “**Party**” and collectively referred to as “**Parties**”).

**WHEREAS :**

i) Hero MotoCorp is inter alia engaged in the business of manufacturing of two wheelers and related spare parts.

ii) Executor has/have represented that he/she is a bona-fide purchaser of [.] nos. of equity shares of Hero MotoCorp (details of the allotment are specifically put forth in Annexure I of this indemnity-cum-Undertaking, which forms an integral part of this indemnity-cum-Undertaking)

iii) The above certificate/s along with the transfer deed/s duly signed by the registered holder(s) and by the Executor (transferee) were sent by me/us to the Company / its agent and have been lost or misplaced in transit, and the same cannot be found despite best effort to trace them.

iv) The Executor had purchased from the market through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stock and Share Broker and Member of \_\_\_\_\_\_\_\_\_\_\_\_ (Stock exchange) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (number) Equity Shares / Debentures / Bonds / Units for Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ each of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the company) vide Brokers /Bill No. \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ (copy enclosed). I/ We had made payments to the said Broker vide cheque No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank) for Rs. \_\_\_\_\_\_\_\_\_\_\_\_ which stands paid, as confirmed by broker vide his letter dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

OR

The Executor had purchased the shares from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the registered shareholder of the Company.

v) The property, beneficial interest and right in the said securities has been acquired by the Executor and stand vested in the Executor for the reason of him having paid the valuable consideration and that such consideration having been received by the transferor through his/their brokers through whom the aforesaid securities were sold.

vi) Pursuant to the above, the Executor has/have approached Hero MotoCorp for the purpose of issuance of duplicate share certificates in respect of the said shares. For the aforesaid purpose the Executor has/have submitted with Hero MotoCorp, the prescribed documents as per the policy of Hero MotoCorp.

vii) The Executor has/have represented to Hero MotoCorp that he/she is the rightful owner of the shares and he/she has not sold, gifted, pledged or otherwise entrusted his/her interest in the said shares in favour of any third party. Relying on the representations of the Executor, Hero MotoCorp has decided to issue duplicate share certificate in respect of the said shares. In pursuance of the above, the Executor is/are hereby executing this Indemnity-cum-Undertaking in favour of Hero MotoCorp on the terms and conditions as mentioned hereinafter.

NOW THEREFORE, the Executor do hereby undertakes, declares, states, affirms and covenants as under:

1. The Executor hereby represents that his/her/their share certificate pertaining to the said shares has been lost/ destroyed/ disfigured/defaced etc. due to [.]. The Executor hereby assures Hero MotoCorp that the said shares were not accompanied by any blank transfer deed signed by the Executor and that the Executor has/have not, nor has any person by the Executor’ order in any manner sold, disposed off, parted with or pledged the share certificate(s) pertaining to the said shares or the corporate benefits arising therefrom or assigned the Executor’ interest in the said shares or any part thereof, including the corporate benefits arising therefrom, to any person whomsoever. The Executor is/are the sole, absolute and the bona-fide owner of the said shares. Furthermore, the Executor agrees and undertakes to surrender the share certificate(s) pertaining to the said shares to Hero MotoCorp, if and when the same is found.

2. The Executor and/or its officials, employees, representatives and agents hereby undertakes to indemnify Hero MotoCorp and hold it harmless against any and all proceedings, suits, claims, charges, costs, damages, demands, expenses and/or losses, which may be brought against Hero MotoCorp or which Hero MotoCorp may sustain, incur or be liable for consequent to or having issued duplicate share certificate and transferring and registering the shares in the name of the Executor as requested by him/her. Hero MotoCorp shall be entitled to realise the said claims, charges, costs, damages, demands, expenses and losses, whether suffered or brought directly against Hero MotoCorp or whether arising as a consequence of any of the aforementioned proceedings, suits etc., from the Executor personally or from the heirs, executor or administrators or properties of the Executor as the case may be.

3. The Executor declares that the Executor has not pledged or deposited the original certificate(s) by way of security or otherwise, or transferred or sold, the said securities or any of them and the Executor agrees and confirms to return forthwith or any of them and the Executor agrees and confirms to return forthwith to the Company for the purpose of cancellation the said original certificate(s) in case, the same shall be found anytime hereafter

4. The Executor certifies that the above representations made herein and all the representations made by him/her to the Company, in regard to any matter / request whatsoever, including but not limited to the documentary proofs submitted with the Company, are true and the same bind the Executor to make good all claims, charges, costs, damages etc. incurred or to be incurred by Hero MotoCorp as a consequence of the same being found untrue or false at any point of time.

5. The Executor undertake on demand by Hero MotoCorp to return and re-deliver such duplicate Certificate(s) and without such demand to produce and return to Hero MotoCorp the original Certificate(s) when found or traced and to take all actions, suits, proceedings at his/her/their own cost as Hero MotoCorp shall require for the recovery thereof or otherwise in relation to the abovementioned premises.

6. The Executor further declares and agrees in writing, that in the event of his failure to compensate the Company in any action, suits and proceedings with the Company, which the company might face for having issued the duplicate certificate(s) at his request, the Company can have a lien in general on all the securities, which the Executor is now holding or the Executor may be holding hereafter and also the Dividend /Interest declared or payable on the said securities or any other entitlements/payments due to the Executor.

7. This Indemnify-cum-Undertaking shall be deemed to be in effect from the date of issuance of the duplicate share certificate and shall continue until discharged in writing by Hero MotoCorp at its sole discretion.

IN WITNESS WHEREOF signed by the Executor hereto has set and subscribed his/her/it hand on this Indemnity-cum-Undertaking on this \_\_\_ day of \_\_\_\_\_\_\_, 20\_\_.

through Executor /its authorized signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[.]

[.]

Witnesses:

1. 2.