**Deed of Indemnity for Issuance of Duplicate Share Certificate by
The Co-Operative Housing Society**

THIS DEED OF INDEMNITY executed at \_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Two thousand and \_\_\_\_ BY ABC of \_\_\_\_\_\_\_\_, Indian Inhabitant, having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “THE OBLIGOR” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and **administrators**) of the One Part; And PQR CO-OPERATIVE HOUSING SOCIETY LTD., registered under The Maharashtra Co-operative Societies Act, 1960 under no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “THE OBLIGEE”, of the Other Part:

 W H E R E A S:

(a) The Obligor is seized and possessed of or otherwise well and sufficiently entitled to flat bearing no. \_\_\_\_ admeasuring \_\_\_\_\_\_\_\_\_\_\_\_ sq. ft. carpet area on the 6th floor in the Building known as “PQR APARTMENT” belonging to PQR
Co-operative Housing Society Ltd. situate at \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the said Flat”).

(b) The Obligor is also the registered member and shareholder of PQR Co-operative Housing Society Limited and as such, is the registered holder and owner of 5 (five) shares of face value of Rs. 50/- (rupees fifty only) each, of the aggregate value of
Rs. 250/- (Rupees Two hundred fifty only) bearing Nos. \_\_\_\_\_\_\_ to \_\_\_\_\_ issued by the said Society (hereinafter referred to as “the said Shares”) and bearing Certificate No. \_\_\_\_ incidental to the ownership of the said Flat.

(c) The OBLIGOR has lost the said original share certificate in respect of the said shares and has made an application to the Obligee, being the society, for issuance of the duplicate share certificate. The Obligor has represented to the Obligee that the said Original Certificate is not traceable inspite of diligent search by him. The Obligor has also represented to the Obligee that he has neither transferred his right, title and interest in the said shares to any one nor he has deposited the same with any person as security or otherwise.

(d) The Obligee has agreed to issue the duplicate certificate on the Obligor executing the present indemnity.

NOW THIS INDENTURE WITNESSETH THAT pursuant to the aforesaid, the OBLIGOR agrees to keep indemnified and hereby indemnifies and keep harmless the OBLIGEE including its members and their successors from and against any loss, damages, demand, action, dispute, claim, costs, charges and expenses of any nature suffered or sustained by the OBLIGEE on account of any person raising and/or establishing any claim to the said Original Share Certificate in any manner whatsoever and further the OBLIGOR covenants with the OBLIGEE to reimburse them for any such claim, cost, charges and expenses arising from the loss of original certificate.

 IN WITNESS WHEREOF the OBLIGOR has put his hand on the day and year first hereinabove written.

SCHEDULE ABOVE REFERRED TO:

SIGNED AND DELIVERED by )

the within named ABC, )

the OBLIGOR above named, in )

the presence of ————————— )