FORMAT OF LETTER OF INDEMNITY FOR TRANSMISSION/LOSS OF SHARES

(Please type this Letter of Indemnity after carefully reading the notes mentioned below the format)

Date:

To,
SMS Pharmaceuticals Limited,
Plot No: 19-III, Road No. 71,
Opp. Bharatiya Vidya Bhavan Public School,
Jubilee Hills Hyderabad – 500 096. Telangana. INDIA,
Tel.:+91- 40-6628 8888; Fax: +91-40-23551402
CIN: L24239AP1987PLC008066
Email: info@smspharma.com, www.smspharma.com

Subject: Indemnity Bond for transmission/loss of shares of (Name of Registered Shareholder) holding _____(No.)_____ shares bearing distinctive Nos. (from)_____ to _____ under Share Certificate No._____.

Dear Sir/Madam,

1. I, ………………………(name of Holder)……., ……………(Status(Individual - son/daughter/spouse of/ **or** Karta of HUF))…………… (hereinafter referred to as "Indemnifier"), ……(age)..… years an **Indian Inhabitant** presently residing at ………………………………………………………………………………………., do hereby solemnly affirm and declare that :

    (I am the legal heirs as per the will/ testament of my father /………………………dated…………………… and do hereby give consent for the **transmission** of these shares into the my Name/Trust name)

    <div align="center">or</div>

    (I had **lost** the shares/ did not received the aforesaid shares as dispatched by the company, which might be **lost** in transit)

    I am/ we are the legal heirs / Registered Shareholder do hereby give consent for the transfer of these shares into the name of …………………………../my../..us.... (hereinafter referred to as "Beneficiaries") and to pay me the arrears of dividend, if any and also issue the bonus shares, on the said shares.

2. In consideration of the Company transmitting/issuing duplicate shares of the above mentioned shares as stated above I/all the Indemnifiers hereby undertake jointly and severally that:

    2.1. I / my kartas executors and administrators respectively (if HUF shareholder), will at all times and from time to time save, defend, keep harmless and indemnify the Company, its successors, assignees and the Directors thereof and their respective heirs, executors,

administrators, estates and effects from and against all actions, causes, suits, proceedings, accounts, claims, demands, and all losses, damages, costs, charges, liabilities, expenses and sums of money incurred in respect thereof, whatsoever on account of the Company, at their request, transferring the abovementioned shares and also Bonus shares to <u>me/my Trust</u> and paying arrears of dividend on the said shares.

2.2. The determination by the Indemnity Holders of the extent of any and all such losses, damages, claims, penalties, proceedings, costs and all other liabilities, shall be binding on the Indemnifier, without questioning the reasonableness, validity or otherwise of any payments made by the Indemnity Holders, in response to a claim that has been made by the Indemnity Holders;

2.3. In case, the Indemnifier fail to defend, settle or mitigate the claim, the Indemnity Holders shall have full rights to defend, pay or settle said claim on the Indemnifier's behalf, without notice to Indemnifier, and notwithstanding any direction on the contrary by the Indemnifier, with full rights to recourse against the Indemnifier for all fees, costs, expenses and payments made or agreed to be paid to discharge the claims.

2.4. Upon default, the Indemnifier further agree to pay all reasonable attorney's fees necessary to enforce this Agreement.

2.5. This Agreement shall be unlimited as to amount or duration.

2.6. This Indemnity is in addition to and not in derogation of any other Indemnity/Guarantee and/or Security which the Indemnifier may have executed in favor of the Indemnity Holder or which Indemnity Holder may at any time holds good.

2.7. That this Indemnity shall ensure upon and also be enforceable jointly and severally against all the Indemnifier and all their respective legal heirs, representatives, successors and assigns, for all times in future.

3. In consideration of the Company transmitting/issuing duplicate shares the above mentioned shares as requested at para (1) the Indemnifier hereby declare and agree that in the event of his failure to compensate the Indemnity Holder as per para (2) above, the Company can have a lien in general on all shares or other securities which the Indemnifier may be holding presently or in the future and also the dividend, interest declared or payable on the shares or other securities.

…………………………………….
(Shareholder Name)

VERIFICATION

I, the Indemnifier abovenamed, do hereby verify that the statements mentioned in the above paragraphs are true to the best of my knowledge and belief and that nothing material has been concealed.

Verified at …………………………… on this …………..day of …………..20

…………………………………….
(Shareholder Name)

NOTES:
- ✓ Letter of Indeminity should be on Non-judicial stamp paper of Rs. 100/-, or duly Franked and duly attested and affirmed by Notary
- ✓ Please fill up the details as per your requirement. Please do not just type this format as it is.
- ✓ It should be executed by the Applicant(s)