# **Deed of Indemnity for Loss of Title Deeds**

THIS DEED OF INDEMNITY executed at \_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_ thousand and two 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 X Y Z also of \_\_\_\_\_\_\_\_\_\_, Indian Inhabitant, having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “THE OBLIGEE” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and Assigns) of the Other Part:

W H E R E A S:

(a) The OBLIGOR was the owner of the property more particularly described in the First Schedule hereunder written (hereinafter referred to as **“the said Property”)**.

(b) The OBLIGOR has by the Deed of Conveyance dated \_\_\_\_\_\_\_\_\_\_\_\_\_ sold and transferred the said property to the OBLIGEE free from all encumbrances and reasonable doubts. However, certain original title deeds described in the Second Schedule hereunder written could not be delivered by the Obligor to the Obligee as the same are not traceable inspite of diligent search by the Obligor. The Obligor has also informed the Obligee that he has not deposited the said original title deeds with any person as security or otherwise. The Obligor has agreed to indemnify the Obligee against all the claims arising by virtue of non availability of the said documents and delivery thereof to the Obligee.

(c) In view of the said agreement and in addition to the covenants for title contained in the said Deed of Conveyance, the OBLIGOR has agreed to execute a separate deed indemnifying the OBLIGEE, being the Purchasers of the said property, against any claim and/or defect in the title of the said property.

NOW THIS INDENTURE WITNESSETH THAT pursuance of the agreement the OBLIGOR agrees to keep indemnified and hereby indemnifies and keep harmless the OBLIGEE and/or his successors in title of, from and against any loss, damages, demand, action, dispute, claim, costs, charges and expenses of any nature suffered or sustained by the OBLIGEE, being the Purchasers of the said property, due to non availability of the said original documents described in the Second Schedule hereunder written or any claim made directly or indirectly based on the said Original documents or arising on account of non delivery of the same to the Obligee and/or due to any of the representations of the OBLIGOR as recorded in the said Deed of Conveyance dated \_\_\_\_\_\_\_\_\_ being found incorrect and/or due to breach of any of the Covenants/assurances given by the OBLIGOR and/or due to any claim made or which may hereafter be made on the said property due to any act or omission on the part of the OBLIGOR in respect of the said property and further the OBLIGOR covenants with the OBLIGEE to reimburse him and/or his nominees and/or successors in title for the same on their making demand to that effect.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Give description of the property)

THE SECOND SCHEDULE ABOVE REFERRED TO:

(List of the original documents not traceable by the Obligor)

SIGNED AND DELIVERED by )

the within named ABC, )

the OBLIGOR above named, in )

the presence of ————————— )