**Deed of Indemnity in Respect of Title to the Property**

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 X Y Z also of Mumbai, 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 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.

(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 pursuant to the aforesaid 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 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 any claim, cost, charges and expenses arising in respect thereof.

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

SCHEDULE ABOVE REFERRED TO:

SIGNED, SEALED AND DELIVERED by )

the within named ABC, )

the OBLIGOR above named, in )

the presence of ————————— )