

**DEED OF INDEMNITY BY THE SELLER OF A FLAT TO THE PURCHASER ABOUT THE
DOUBT ABOUT THE DEFENCE IN TITLE**

THIS DEED of indemnity is made at..... on this..... day of..... between Shri A, son of B, resident of..... hereinafter called "the Seller" (which expression shall, unless it be repugnant to the context or the meaning thereof mean and include his heirs, executors, administrators and assigns) of the ONE PART and Shri C, son of D, resident ofhereinafter called "the Purchaser" (which expression, unless it be repugnant to the context or the meaning thereof mean and include his heirs, executors, administrators and assigns) of the OTHER PART

WHEREAS

(1)The Seller has entered into an agreement with the Purchaser for selling house No..... constructed on the Plot No..... Survey No..... situated at Village..... TalukaDistrict..... in the Registration District and Sub-District of

(2) The Seller has represented that his title to the said house is clear, marketable and free from encumbrances, but the owner has misplaced the sale deed dated..... executed by Shriin favour of the Seller and other title documents to the said house.

(3)The Seller has represented that he has not created any charge, mortgage or encumbrance over the said house and has requested the Purchaser to purchase the said house without insisting upon the title deeds of the said house upon the seller giving an indemnity indemnifying the purchaser from any demand, claim, action or rights from any person claiming to be entitled to any right, title or interest in the said house and/or in the event of anybody claiming any charge, lien, mortgage or encumbrance on the basis of deposit of title deeds.

(4)The Purchaser has agreed to purchase the said house without insisting on the title deeds of the said house, upon the said seller agreeing to indemnify the Purchaser in the manner hereinafter referred to.

NOW THIS DEED WITNESSETH AS FOLLOWS

(1)That in pursuance of the said agreement and in consideration of the Purchaser not insisting for the title deeds and other documents in respect of the said house, the Seller hereby covenants with the Purchaser that the Seller will at all times hereafter indemnify and keep indemnified the Purchaser against all claims, demands, actions, proceedings, losses, damages, costs, charges and expenses which may be brought or commenced against the Purchaser or which the Purchaser may or may have to incur or may have to suffer as a result direct or indirect, for non-production by the Seller of the title deeds in respect of the house.

(2) The terms "Seller" and "Purchaser" include their and each of their respective heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the day and year hereinabove written.

WITNESSES

1.Signed and delivered by A, the within named Seller

2..Signed and delivered by C, the within named Purchaser