

**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
....., 2000, 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 of hereinafter 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 the Seller has entered into an agreement with the Purchaser for
selling House no..... constructed on the Plot No..... Survey No.
situated at in the Registration District and Sub-
District of

AND WHEREAS 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 Shri in favour of the Seller and
other title documents to the said house.

AND WHEREAS 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.

AND WHEREAS 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.

Signed and delivered by A, the within named Seller

Signed and delivered by C, the within named Purchaser

WITNESSES;

1.

2.