

**DEED OF INDEMNITY** Indemnity deed for loss of title deeds

THIS DEED OF INDEMNITY made at ..... this ..... day of ..... 20.... between ..... residing at ..... hereinafter referred to as the 'Vendor' of the One Part and ..... Ltd., a company registered under the Companies Act, 1956 and having its registered office at ..... hereinafter referred to as the 'Purchaser' of the Other Part

Whereas by a Deed of Conveyance bearing even date with these presents but executed prior hereto and made between the Vendor of the One Part and the Purchaser of the Other Part the Vendor has granted and conveyed to the Purchaser the land and premises situated at ..... and more particularly described in the Schedule hereunder written. And Whereas at the execution of the said Deed of Conveyance the Vendor was required to produce and hand over to the Purchaser all the title deeds relating to the said land and premises and in the possession of the Vendor.

And Whereas the Vendor however represented to the Purchaser that all the title deeds in his possession at one time have been lost or misplaced and in spite of diligent search they have not been found.

And Whereas the Vendor also represented to the Purchaser that he has not deposited the said title deeds with any person as equitable security or otherwise.  
And Whereas relying on the said representations of the Vendor the Purchaser agreed to complete the sale by obtaining the Deed of Conveyance from the Vendor provided the Vendor agreed to execute a separate deed of indemnity indemnifying the Purchaser against any loss he may suffer on account of the loss of title deeds or on account for any claim arising out of such loss or otherwise howsoever and which the Vendor has agreed to execute.

NOW THIS DEED WITNESSETH that pursuant to the said agreement and the premises, the Vendor doth hereby agree to indemnify and keep indemnified the Purchaser against all loss, charges, costs, and expenses, he may incur or suffer on account of the title deeds relating to the said property being not handed over to the Purchaser or on account of any claim being made against the said property or the Purchaser, on the basis of the said title deeds or any of them being deposited as security or otherwise howsoever.

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

Signed and delivered by the within named Vendor .....in the presence of .....