**Deed of Indemnity by the Partner Retaining Assets and Liabilities to a Partner on the Dissolution of the Partnership Firm**

This Deed of indemnity made at .................... on this ................ day of ....................., 2000, between A son of Shri ................ resident of ................................... (hereinafter referred to as "A") of the One Part and B son of Shri ........................ resident of ..................................... (hereinafter referred to as "B') of the Other Part.

Whereas A and B had entered into a partnership by a deed of partnership dated .................. to carry on the business of ...... under the name and style of M/s. .................................. at ...........

And Whereas certain disputes and differences arose between A and B and A and B decided to dissolve the said partnership.

And Whereas A and B dissolved the said partnership with effect from vide Deed of Dissolution dated .................

And Whereas under the said dissolution deed, A has taken Rs. ............... as his share, for which he had issued receipt and discharged 8 of and from all his claims and every part thereof in the assets of the partnership and B has retained the assets of the partnership including goodwill, stock-in-trade valued at Rs. ............ and has agreed to discharge the debts and liabilities of the partnership valued at Rs. ................

And Whereas the partners by a public notice dated ................... published in ............................. and ..................... in their issues dated ................. have notified about the dissolution of partnership and vesting of assets and liabilities of the partnership in the said B from the date of dissolution of the partnership.

And Whereas the said A has requested B to indemnity the said A from any claim which may be made against him by the creditors of the partnership, to which f3 has agreed.

Now This Deed Witnesses That;

1. In pursuance of the said agreement and in consideration of the premises, the said B hereby agrees to indemnify and keep indemnified the said A, his heirs, successors or assigns from and against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the said A or his heirs, successors or assigns or which the said A or his heirs, successors or assigns may or may have to bear, pay, or suffer directly or indirectly on account of the debts and liabilities of the said dissolved partnership for the period upto the date of dissolution and thereafter.

2. The said B hereby covenants that he shall pay the income-tax, sales tax in respect of the partnership business upto the date of dissolution, but A shall be liable to pay income-tax on his income as a partner up to the date of dissolution of the partnership and liability on that account is not covered by indemnity herein contained.

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

Signed and delivered by the within named A

Signed and delivered by the within named B

WITNESSES;

1.

2.

**Deed of Indemnity by the Seller of a Flat to the Purchaser 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.

**Deed of Indemnity with Sureties to the Company for Transfer of Shares Without Insisting for Succession Certificate, Etc.**

This Deed of indemnity is made at ................... on this .............. day of ............. 19 .......... between A, son of ....................... resident of ......................................... (hereinafter called "the applicant") and B, son of ............................................. resident of .................................. (hereinafter called "the Surety").

Whereas Shri .................. son of .............................. resident of ........................... had purchased .......................... shares bearing No........... of XYZ Co. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at ........................ (hereinafter referred to as the "said company");

and Whereas the said Shri .................... died on the ......... day of .................. One thousand nine hundred and .............. and leaving him surviving ................. as his only legal heirs according to ............................. law by which he was governed;

and Whereas the said applicant is entitled to the said shares in consequence of the death of the said .............................. applied to the said company to transfer the said shares into the name of the said applicant and to pay to him the unpaid dividends due on the said shares without insisting upon production of grant of legal representation to the estate of the deceased from a competent court which the company has agreed to do upon the execution by the applicant and by the said sureties unto the said company of such indemnity as hereinafter contained.

Now This Deed Witnesses That we the said applicant and surety for ourselves, our heirs, executors, administrators and assigns Do Hereby jointly and severally covenant with the company, its successors and assigns that we the said covenanting parties and each of us and each of our heirs, executors, administrators and assigns will on the Company transferring the said shares into the name of the said applicant and paying to him the dividends already due and to become due thereon, at all times save, defend and keep harmless, indemnity and keep indemnified the company, its successors and assigns of and its and their estates, from and against all claims, demands, actions, proceedings, loss, damages, costs, charges and expenses which may be made or brought or commenced against them or which they may or may have to incur or suffer as a result or on account of transfer of said shares in the name of the applicant or the dividends accrued or to accrue in respect thereof or any part thereby, or otherwise in connection with the said shares.

In Witness Whereof, we the said applicant and surety have hereunto set our hands on the day and year first hereinabove written.

WITNESSES Signed and delivered by A the within named applicant

1.

2.     Signed and delivered by B the within named surety

**Indemnity by a Land Owner Whose Title is in Dispute**

This Deed of Indemnity is made at ......... this ........ day of ......... between Mr. A residing at ......... hereinafter referred to as 'the Land Owner' of the One Part and Mr. B residing at ...... hereinafter referred to as 'the Tenant' of the Other Part.

Whereas the Landowner claims to be the absolute owner of an immovable property consisting of land and building. situate at ..... bearing S. No. and House No ...…………

and Whereas the Tenant is occupying one tenement in the said building being Flat No.... on ....... floor thereof.

and Whereas the title of the Landowner is disputed by another person namely Mr. ..... who claims to be the real owner of the said property and has objected to the tenants in the property paying rent to the Landowner.

and Whereas the Landowner has requested the Tenant to pay the rent to him as he is In any event an ostensible owner of the said property and has agreed to indemnify the Tenant against any loss that he may suffer due to his paying the rent to the Landowner.

and Whereas the Tenant has agreed to do so on the Landowner executing this Deed.

Now This Deed Witnesseth that pursuant to the said agreement the Land owner doth hereby agree to indemnify and keep indemnified the Tenant and covenants with the Tenant that in the event of the Tenant paying the rent to the Landowner of the said premises occupied by him in the said building and thereby suffering or incurring any liability or loss on the ground that the payment of rent is wrongly made to the Landowner he shall make good the loss, costs, charges and expenses that the Tenant may incur or suffer on account of paying the rent of the said premises to the Landowner.'

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

Signed and delivered by the

with in named Landowner Mr A in the presence of .......

**Indemnity by Debtor to his Guarantor**

Deed Of Indemnity is made at ...... this ..... day of..,.. between Mr. A residing at ..... hereinafter referred to as "the Debtor' of the One Part and Mr. B residing at .... hereinafter referred to as 'the Guarantor' of the Other Part.

Whereas by a Deed of Guarantee executed by the Guarantor on the.....day of ..... in favour of ...... Bank. the Guarantor has guaranteed repayment of the amount of Rs ........ borrowed by the Debtor from the said Bank with interest and costs to the said Bank.

And Whereas the Guarantor has requested the Debtor to execute a Deed of Indemnity In favour of the Guarantor for any loss and expenses he may suffer on account of the non payment of the said loan with interest and costs by the Debtor to the said Bank and the Bank recovering the same from the Guarantor and which the Debtor has agreed to do.

NOW THIS DEED WITNESSETH that pursuant to the agreement and in the premises the Debtor doth hereby agree to indemnify and keep indemnified the Guarantor in the event of his being required to make payment of the said loan with interest and costs to the said Bank and against all loss, costs, charges and expenses he the Guarantor may suffer or incur on account thereof. And it is declared that this indemnity is without prejudice to and is in addition to the rights of subrogation of the Guarantor in law.

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

Signed and delivered by the withinnamed Debtor Mr. A In the presence of ......

**Indemnity by Heirs for Release of Provident Funds, Gratuity of a Deceased Employee Without Production of Legal Representation**

The President of India,

Through the Secretary,

Ministry of .......................

Department of ...................

Government of India,

New Delhi.

Dear Sir,

In consideration of your having agreed to disburse the provident fund and gratuity amounting to Rs. ........... due and payable to my husband Shri ............................ (who was working as ...................... in ...................... Department, Ministry of ................. New Delhi, and who has expired on ................... ), without insisting upon the production of succession certificate from a competent court, I, Smt. ................. hereby undertake to hold you the President of India, its servants and agents harmless and indemnified against all claims, costs, charges or expenses that you may suffer or incur in connection with disbursing the said Provident Fund and Gratuity amount to me as requested.

Yours faithfully,

..............................

**Indemnity for Loss of Allotment Letter**

To M/s. XYZ and Company Ltd ..........

Sir

I have paid a sum of rupees ........ towards the price of ........ shares out of the recent issue of shares made by you and you have allotted to me ........ shares by your letter of Allotment No ......... dated . ....... received by me.

You have now requested me to return the said letter of allotment in exchange of the share certificate for the said shares.

I have informed you that the said letter o ]'allotment is lost or misplaced and by your letter dated ........ you have agreed to issue the Share Certificate in respect of the said ........ shares against my indemnifying you for any loss your may suffer or incur on account of any claim made against you by any body else on the strength of the said allotment letter.

I have therefore to state that 1 hereby agree to indemnify you and keep you indemnified against all loss. costs, charges and expenses which you may suffer or incur on account of any body making a claim to the said shares issued to me on the strength of the said allotment letter above mentioned.

Yours faithfully,

**Indemnity for Loss of Deposit Receipt**

Deed of Indemnity is made at ...... this day ...... of ...... between Mr. A residing at ..... hereinafter referred to as 'the Party of the First Part of the One Part and M/s. AB & Co. Ltd., a Company registered under the Companies Act, 1956 and having Its registered office at ...... hereinafter referred to as 'the Company' of the Other Part.

Whereas the Party of the First Part had deposited with the Company a sum of Rs. .... as a fixed deposit for a period of three years and repayable with interest at 14% per annum.

And Whereas the Company had issued to the Party of the First Part a Fixed Deposit receipt for the said amount on the .... day of ..... and bearing No....

And Whereas the said period of the Fixed Deposit has expired and the Party of the First Part had demanded back the amount but he had not been able to produce the original receipt as the same is said to be lost or misplaced.

And Whereas at the request of the Party of the First Part the Company has agreed to pay the said amount of Rs ........ on the Party of the First Part agreeing to execute this Deed.

NOW THIS DEED WITNESSETH that pursuant to the said Agreement and in the premises the Party of the First Part hereby agrees to Indemnify and keep indemnified the Company against any loss, costs, charges and expenses that the Company may suffer or incur on account of any claim being made by any other person claiming to be the holder of the said Fixed Deposit Receipt by endorsement or otherwise and the Company being required to make payment of the amount of the said Fixed Deposit receipt to such person And the Party of the First Part undertakes that in the event of the original Fixed Deposit receipt being found the same will be returned to the Company duly discharged, forthwith.

IN WITNESS WHEREOF the Party of the First Part has put his hand the day and year first hereinabove written.

Signed and delivered by the

withinnamed Party of the First Part Mr. A ....... in the presence of

**Indemnity for Loss of Title Deeds**

Deed Of Indemnity made at ....... this ....... day of ..... between Mr. A residing at ..... hereinafter referred to as the 'Vendor' of the One Part and M/s AB & Co. 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 situate 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

with in named Vendor Mr. A in the presence of ... ...

**Indemnity for Title**

This Deed Of Indemnity is made at ........ this ........ day of. ... between Mr. A of ........ hereinafter referred to as 'the Vendor- of the One Part and Mr. B of ....... hereinafter referred to as 'The Purchaser' of the Other Part:

Whereas by a Deed of Conveyance bearing even date with these Presents but executed before this deed and made between the Vendor of the One Part and the Purchaser of the Other Part, the Vendor has granted and transferred by way of sale the land and premises at ........ more particularly described In the Schedule by the said Deed of Conveyance. being the same as described In the Schedule hereunder written.

And Whereas the title of the Vendor to the said land and premises described in the Schedule hereunder written is based on the Vendor being in possession thereof for the last more than twelve years as of right and without any Interruption from anybody else and which possession has now become adverse and there Is no document of title in respect thereof in favour of the Vendor.

And Whereas at the treaty of the sale of the said land and premises it was agreed between the Vendor and the Purchaser that the Vendor shall execute a separate deed indemnifying the Purchaser against any claim made and established by any of the owners of the said land described An the Schedule of the said Deed of Conveyance being the same as described in the Schedule hereunder written and which the Vendor now proposes to do,

NOW THIS DEED WITNESSETH THAT pursuant to the said agreement, the Vendor doth hereby covenant with the Purchaser that the Vendor will indemnify and will keep indemnified the Purchaser against any loss, costs, charges and expenses the Purchaser may Incur or suffer on account of any claim being made and established by any person or persons found interested In the said land and premises described in the Schedule hereunder written or any part thereof.

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

THE SCHEDULE ABOVE REFERRED TO

Signed and delivered by the

withinnamed Vendor ... Mr A ..... in the presence of ..........

**Indemnity given to Bank for Issue of a Duplicate Bank Draft**

TO,

 The Branch Manager,

......................... Bank,

......................... Branch,

...................................

 Dear Sir,

            In consideration of your agreeing to issue me a duplicate of Demand Draft No. .................. on .................... Bank .......................... for Rs. ........... (Rs. ......................................... only) and issued in my favour, which has been lost or misplaced by me, I, hereby agree to hold you (the ....................... Bank), your successors, assigns, servants and agents harmless and indemnified from and against all consequences that may arise from the ...................... Bank so issuing me a duplicate of Bank Draft and from the payment by the ..................... Bank of the original and from and against all losses, charges and expenses in connection with said bank draft or duplicate and I, the said .......... ......... further undertake to deliver to the bank the said original bank draft if and when found.

            Dated at ........................... this .......... day of .............. 19 .........

       Yours faithfully,

………………………

Address:

......................................... .

........................................

**Indemnity Given to the Bank by the Natural Guardian of Minor Children**

To,

The ..........................................

......................................... Bank,

...................................... Branch, .

..................................................

Dear Sirs,

Whereas Shri ........................ son of late Shri ....................... resident of ................................ was having a fixed Deposit No....................... dated ...................... for ................ years ........ % interest per annum and the said fixed deposit has become due on ……........... The said Shri ......................... had not nominated anybody to receive the proceeds of the said Fixed Deposit Receipt on his death under the Banking Companies (Nomination) Rules, 1985.

And Whereas the said Shri ......................................... expired on ...................... leaving Smt .......................................... and his minor son Master .................... as his only legal heirs in accordance with Hindu Law, by which the said Shri .......................... was governed at the time of his death.

And Whereas the said Smt. ........................... has applied to you to pay the Maturity proceeds of the said FDR viz. Rs. ................ to me for myself and as mother and natural guardian of my minor son ........................... without insisting on the production of legal representation to the estate of the deceased Shri ......................................... which you have agreed to pay on condition inter aria, on my executing this Letter of Indemnity with two sureties.

Now This Letter Of Indemnity Witnesseth That in consideration of your agreeing to pay to the said Smt................................... for herself and in her capacity as mother and natural guardian of her minor son Master ............................. the said sum of Rs.................. being the maturity proceeds of the Fixed Deposit Receipt No ........................ dated ............... for Rs ............... We (1) Smt ....................... the claimant aforesaid and (i) .................... and (ii) .................. as sureties hereby bind and oblige ourselves, our heirs, executors, legal representatives and assigns jointly and severally to indemnify and keep indemnified the ................... Bank, its successors and assigns of, from and against all claims, demands, actions, proceedings, losses, damages, costs, charges and expenses which may be made, or brought or commenced against the ...................... Bank or which the ...................... Bank may have to pay, incur or suffer as a result (direct or indirect) of the payment to the said Smt ................................ the aforesaid sum of Rs ..................

IN WITNESS WHEREOF, we (1) Smt ...................... and (i) .................. and ........................... aforesaid have subscribed our names hereunto on this ............................. day of ................. 2000.

Signed and delivered by the within named

Smt. ...................................

Signed and delivered by the within named

Shri ......................................... (First Surety)

Signed and delivered by the within named

Shri ......................................... (Second Surety)

WITNESSES;

1.

2.

**Letter of Guarantee and Indemnity**

To,

.........................................

.........................................

1.     In consideration of your agreeing to grant lease of ................ to ................ (hereinafter referred to as "the lessee") under the terms of a lease agreement proposed to be made between yourselves and the lessee of the equipment specified in the Schedule to the said lease agreement and more particularly described in the Schedule hereto, we the undersigned hereby jointly and severally guarantee on demand by you the punctual payment by the lessee all lease rentals, interest, all other sums whatsoever due and the Agreed loss Value referred to in Articles .......... and the Schedule of the lease agreement and the due performance and observance of ail the lessee's covenants and obligations thereunder and we further undertake to jointly and severally indemnify and keep you indemnified against all losses, claims, damages, demands, charges and proceedings incurred or suffered by you in consequence of any failure by the lessee to perform any of the lessee's covenants and obligations under the lease agreement.

2.     We jointly and severally agree that any notice in writing by you about the indebtedness of the lessee about the lease rentals and other sums whatsoever due under the lease agreement shall be conclusive evidence against us and we shall pay the said sum to you within .................... days of service of notice by you in this regard.

3.     We further jointly and severally agree that: (i) our liability under this guarantee and indemnity shall be as principal debtors and shall be a continuing guarantee and shall be irrevocable; (ii) our liability shall subsist whether or not you have availed legal right or remedies against the lessee or not; (iii) our liability shall also extend to cover any renewal or renewals of the lease agreement; and (iv) this guarantee and indemnity shall not be affected or prejudiced by any other guarantee/indemnity and any other form of security now or hereafter held by the lessor.

4.     Our liability under this guarantee shall not in any way be discharged, diminished or affected: (i) By the grant of time or indulgence to the lessee or by effecting any compromise with the lessee or any agreement not to sue the lessee or any variations of the terms of the lease agreement. (ii) Any change in the constitution of the lessee.

5.     Our liability under this guarantee shall be in addition to any security or additional security obtained by you from the lessee and the loss, impairment, realisation or release of any security will not in any way diminish or affect our liability.

6.     Any waiver, forbearance or indulgence granted by you to us or any of us shall not affect our liability to you hereunder and this guarantee and indemnity shall bind our respective heirs, representatives, executors, successors and assigns and shall not be determined or affected by the heath or incapacity of any one of us.

The Schedule above referred to

(1) Signature ...................................

Full Name ......................................

Description and address .................

(2) Signature .......................................

Full Name ......................................

Description and address ......................

WITNESSES;

1.

2.