**INDEMNITY IN THE FORM OF AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_

 Between

……………………………………………………………………………..…………………………………. etc. of the one part

And

……………………………………………………………………………………. …………………………. etc. of the other part.

WHEREAS

 by a deed of lease dated the\_\_\_\_\_\_\_\_\_\_\_\_\_ said ………………………………….. Demised certain land to the said ………………………… and one ………………………., since deceased, for a term of nine years from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

AND WHEREAS

 one of the conditions entered in the said lease was that during the first year the said ………………………………... will not require the said lessees to pay rent for uncultivated land;

AND WHEREAS

 though the whole of the demised land was not cultivated during the first year, full rent for that year was realized by the said BB. on the alleged ground that the aforesaid condition was not intended to apply to this lease, and that it was by an accidental omission that the same was not scored out of the printed form of lease before execution;

AND WHEREAS

the said ……………. and ………………... served a notice on the said BB. threatening to file a suit against the said BB. for refund of the amount of rent so realized from them in violation of the aforesaid condition;

AND WHEREAS

 the said ……………... died leaving behind him as his heirs ……………………………………………. who are under the natural guardianship of……………………….

AND WHEREAS

 the said ……………….. and the said……………….. on behalf of her said ……………………………………………………………………………… have withdrawn the aforesaid notice and have agreed to forego their claim for the said refund on the said ……………………………. agreeing to revise the term of the said lease and to extend the same from nine to twelve years;

AND WHEREAS

 in consideration of the aforesaid agreement of the said BB, the said …………………………………… has agreed to indemnify the said ………………………………... from any claim which the said ……………………………………………………………………………., may institute for refund of the said amount of rent in spite of the said……………………………………. relinquishing the same on their behalf;

NOW THESE PRESENTS WITNESS

 that in pursuance of the said agreement and for the consideration aforesaid the said ………………………………….. hereby agrees always to indemnify and keep harmless the said …………………... from any claim which the………………………………………. or either of them or their respective successors or assigns or any of them may at any time institute for refund of any part of the rent paid by the said …………... and………………………... for the year \_\_\_\_\_\_\_\_\_ under the aforesaid deed of lease dated the \_\_\_\_\_\_\_\_\_,

IN WITNESS WHEREOF

 etc.