**DEED OF INDEMNITY**

DEED OF INDEMNITY made at Mumbai this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ by (1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and (4) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Mumbai hereinafter called "the Obligors" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors and assigns).

IN FAVOUR OF (1) \_\_\_\_\_\_\_\_\_\_\_\_(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (4) \_\_\_\_\_\_\_\_\_\_\_\_ (5) \_\_\_\_\_\_\_\_\_\_all presently residing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called "the Obliges" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns);

WHEREAS one Shri \_\_\_\_\_\_\_\_\_is the monthly tenant of \_\_\_\_\_\_\_\_Trust and other Trusts (hereinafter called "the Owners") in respect of flat no.\_\_ on the \_\_\_\_floor of the building known as "\_\_\_\_\_" situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the said flat").

AND WHEREAS Shri \_\_\_\_\_\_\_\_\_\_ is the husband of Oblige No.1, father of Oblige no.2, father-in-law of Oblige no.3 and grand father of Obliges no.4 & 5;

AND WHEREAS the Obligors \_\_\_\_\_\_\_\_\_\_AND WHEREAS the Obliges hereto being the legal heirs of Shri \_\_\_\_\_\_\_\_\_\_\_\_ and in consideration Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agreeing to the Obligors' request, the Obligors hereby declare and indemnify the Obliges as under:-

NOW THIS INDEMNITY WITNESSETH:-

1.     That the Obligors hereby indemnify and agrees to keep indemnified the Obliges against any claim or demand that may be made against the Obliges in respect of the said flat.

2.     That it shall be the Obligors responsibility at the Obligors costs and expenses to handle any litigation or any other matter in relation to the said flat and to pay all costs and manse profits and other expenses, whatsoever, in relation to the said flat and the Obliges shall not be responsible or liable in any way.

3.     That it shall be the Obligors responsibility to pay all costs, manse profits and other expenses in relation to the said flat, whether they are in possession of the said flat or not.

4.     That the Oblige shall not be responsible in any way, if the right, title and interest of Shri \_\_\_\_\_\_is not transferred/transmitted to the names of the Obligors due to any reason whatsoever.

5.     That this Indemnity shall be binding on the heirs, executors, successors and assigns of the Obligors.

SOLEMNLY AFFIRMED AND DECLARED)

this \_\_\_ day of \_\_\_\_\_\_\_\_ )

by the within named Obligors )

1.     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

2.     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

3.     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

4.     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

in the presence of \_\_\_\_\_\_\_\_\_\_\_\_ )

BEFORE ME

IDENTIFIED BY ME

Notary