

## Template regarding Commercial Contracts

### (3) Indemnity for title

This Deed of Indemnity is made at ..... on this ..... day of (Month and year) 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:

(A) 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.

(B) 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 ..... years as of right and without any interruption from anybody else and which possession has now become adverse there is no document of title in respect thereof in favour of the Vendor.

(C) 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 in 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,

(D) NOW THIS DEED WITNESSTH 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, charge 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.

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

THE SCHEDULE ABOVE REFERRED TO

Signed and Delivered by the

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

..... (witness)