**DEED OF INDEMNITY**

 The deed of indemnity made at \_\_\_\_\_\_\_\_\_\_\_\_ on this\_\_\_\_\_\_\_\_\_\_\_\_between Mr. hereinafter referred to as the Insured(which expression shall unless it be repugnant to the context be deemed to include its successors and assignees) of the first part and

 IN FAVOUR OF\_\_\_\_\_\_\_\_\_\_\_\_residing at \_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to Surety (which expression shall unless repugnant to the context be deemed to his heirs, executors, and administrator) of the second part and

 \_\_\_\_\_\_\_\_\_\_\_\_ company limited, a public limited company having its registered office at\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the Company (which expression shall wherever the context so requires or permits and include its successor and assignees) of the third part

Whereas the factory had insured (description of the property involved) belonging to the insured under its Policy no\_\_\_\_\_\_\_\_\_\_\_\_dated\_\_\_\_\_\_\_\_\_\_\_\_and whereas the insured reported that the said factory was on fire because of the explosive material met fire in the middle of the factory causing them Rs. \_\_\_\_\_\_\_\_\_\_\_\_of loss under the said policy has been lodged with the company and whereas the company has agreed to claim of Rs. \_\_\_\_\_\_\_\_\_\_\_\_only provided the insured and the surety agree and undertake jointly and severally to indemnify the company of the insured against liabilities/dues/damages/compensation/penalties, etc. Under any act or acts for time being in force or under the policy and refund of the claim paid.

And whereas the insured and their surety have agreed to indemnify the company jointly and severally as aforesaid and whereas the company has insurance of the said agreement agreed to make payment of Rs. \_\_\_\_\_\_\_\_\_\_\_\_only.

NOW THIS INDEMNITY WITNESSETH: -

That in pursuance of the said Agreement and in consideration of the said sum Rs. \_\_\_\_\_\_\_\_\_\_\_\_to be paid to the insured by the Company the party of the First part and the surety herein jointly and severally hereby absolutely unconditionally and fully indemnify and will at all times hereinafter keep indemnified, saved, defended and harmless the Company, their servants and Agents in respect of and against all losses, payment, damages, costs, charges, expenses, liabilities and prejudices of whatever kind and nature and whomsoever and whenever may suffer, sustained by the Company or which the Company. However, or whenever may suffer, sustained, incurred or be exposed against the Company in connection with the said property by the Govt. under any acts for the time being in force.

IN WITNESSESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY INSURED **(Sign. of Insured)**

In the presence of-signature of the witness

Witness: Mr. \_\_\_\_\_\_\_\_\_\_\_\_ Name: Mr. \_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED SEALED AND DELIVERED BY SURETY **(Sign. of Surety)**

In the presence of – signature of the witness

Witness: Ms. \_\_\_\_\_\_\_\_\_\_\_\_

Name: Ms. \_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_