

# Mortgage-Linked Indemnity Bond

**(To be executed on Non-Judicial Stamp Paper as per applicable stamp duty)**

**This Indemnity Bond** is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, by:

**Mr./Ms./M/s.** \_\_\_\_\_,

(hereinafter referred to as the "Mortgagor(s)/Borrower(s)", which expression shall, unless excluded by or repugnant to the subject or context, be deemed to include his/her heirs, executors, administrators, legal representatives and assigns)

In favour of:

\_\_\_\_\_ **Bank/Financial Institution,**  
(hereinafter referred to as the "Mortgagee/Lender")

## **Whereas:**

- A. The Mortgagor(s)/Borrower(s) has/have availed/agreed to avail a loan facility of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** ("the said Loan") from the Mortgagee/Lender, vide Loan Agreement dated \_\_\_\_\_ ("the said Loan Agreement").
- B. The security for the said Loan is to be created by way of mortgage of the property situated at \_\_\_\_\_ ("the said Property").
- C. The Mortgagor(s)/Borrower(s) has/have requested the Mortgagee/Lender to disburse the said Loan or any part thereof subject to execution of this Indemnity Bond.

## **Now This Indemnity Bond Witnesseth as Follows:**

1. The Mortgagor(s)/Borrower(s) hereby agree(s) and undertake(s) to indemnify and keep fully indemnified the Mortgagee/Lender from and against all losses, claims, charges, damages, costs, expenses, demands, and actions whatsoever arising by reason of or in connection with any defect in the title of the Mortgagor(s)/Borrower(s) to the said Property or any failure or delay in execution/registration of the mortgage in favour of the Mortgagee/Lender.
2. The Mortgagor(s)/Borrower(s) further agree(s) that this Indemnity Bond shall be irrevocable and remain in force till all dues under the said Loan Agreement are fully repaid and the mortgage is validly created and registered in favour of the Mortgagee/Lender.
3. The Mortgagor(s)/Borrower(s) confirm(s) that the terms and conditions of the Loan Agreement and other documents executed in relation to the said Loan shall be binding and this Indemnity Bond shall form part and parcel of the Loan Agreement.

IN WITNESS WHEREOF the Mortgagor(s)/Borrower(s) has/have executed this Indemnity Bond on the day, month, and year mentioned above.

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(Signature of Mortgagor/Borrower)

Name:

Address:

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(Signature of Witness)

Name:

Address:

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### **Important Notes:**

- This bond should be executed on appropriate non-judicial stamp paper as per the state's stamp act.
- Details should match those in the related loan agreement and property documents.
- The indemnity becomes operative immediately on execution and continues until full discharge of the loan and mortgage creation.
- Legal vetting is recommended before use to ensure compliance with applicable laws and requirements of the lender.
- False information or non-disclosure can result in rejection of loan and legal consequences.