

INDEMNITY BOND

THIS DEED OF INDEMNITY IS executed at New Delhi this _____ day of _____ by (here-in-after called the new assessee) which expression shall always include his heirs, executors, administrators and assigned in favour of the Council (herein-after the Council) which expression shall include its heirs, execute administrators and assigns.

WHEREAS _____ is the recorded owner of property No. _____ and have been the persons primarily liable for making payment of property tax liable under the NDMC Act.

AND WHEREAS the new assessee has now moved and application mutation under NDMC Act, read with the Bye-laws made there under for mutation/sub-division of the property referred to above, in respect of the portion of which he/she is now the owner.

AND WHEREAS pending final disposal of and decision on the aforesaid application, the Council has provisionally agreed to mutate/sub-divide the said premises in favour of the New Assessee for the purposes of levy/collection of property taxes (only) or the NDMC Act on the following terms and conditions: -

1. That the New Assessee shall provide to the Council all the relevant documents and information on the basis of which the said mutation/sub-division is claimed;
2. That the New Assessee shall also furnish a site plan of the premises distinctly showing the respective portion therein of the new assessee claims mutation/sub-division.
3. That the New Assessee also agreed to the revision/reassess of the portion of the premises of which he/she is seeking mutation sub-division provided that the same is otherwise warranted under and the Bye-Laws framed there under;
4. That the New Assessee also agrees that in case by allowing sub-division or the premises under reference if the rateable value of the portion thereof is reduced to 1000 p.a. below, the same shall reckoned with and reasonably enhanced so that bring the same out of the exemption limits;
5. That the New Assessee agrees to make the payments of arrears of property tax on the existing rateable value

OR

Proposals or the proposals to be issued hereinafter, or the demand arising on the taking of any pending increase action or due mistake on the calculation of taxes.

6. That the New Assessee undertakes to indemnify the Council against all costs, damages, losses, claims, etc. which the Council may have to suffer, undergo or pay as per result of mutation/ sub-division of the property in the name of the New Assessee.

NOW, THEREFORE, THESE PRESENT WITNESSTH

That in pursuance of conditions hereinbefore mentioned, which the New Assessee has accepted without any condition or reservation the New Assessee hereby agrees to indemnify and keep harmless the said Council Against all damages, losses, claims, costs etc. which the Council may have to suffer undergo, incur or pay as a result mutation/sub-division or flat bearing No. _____.

IN WITNESS WHEREOF the New Assessee, as aforesaid, has not and subscribed his hand on these presents on the day, month and year first above written.

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SIGNED AND DELIVERED OF THIS _____
THE NEW ASSESSEE IN THE PRESENT OF

1. _____ (Witness)
2. _____ (Witness)

Rs.10/-

AFFIDAVIT

I/we _____ s/o, w/o _____ ,
R/o _____ do hereby solemnly affirm and
declare as under: -

1. That I am the owner of

2. That there is no unauthorized construction in said premises.
3. That there is no legal dispute of any type in respect of the said
property.

DEPONENT

Verification:

That the above statement of mine/ours is true to the best of my/our knowledge
and belief and nothing has been concealed therefrom.

DEPONENT