

INDEMNITY BOND

This Indemnity Bond is executed on this Day of 202..... By Sh., son of Sh., resident of locality Tehsil District in favour of the Director, Urban Local Bodies, Haryana (hereinafter referred to as the "Director").

WHEREAS, the applicant has applied to the Director for grant of permission for change of land use for setting up

AND whereas, the applicant has submitted copies of revenue record showing him as the absolute/true/lawful owner of the land comprised in khewat No, Khatoni No., Khasra No. situated within the revenue estate of village, Tehsil, District in respect of which the applicant has sought permission for change of land use.

AND whereas the applicant declares/affirms that there is no dispute or litigation of any sort in respect of the above said land, for which permission for change of land use has been sought by applying Online, and no litigation of any sort is pending against the applicant or any other person representing the applicant in any court of law or tribunal in India.

AND whereas, the applicant also declares/affirms that the above said land is free from all encumbrances or charge.

AND whereas, the applicant executes this indemnity bond to indemnify the Director, Urban Local Bodies, Haryana or any of his officers/staff, against any third party claim in respect of right, title or interest of the above said land for which application for change of land use has been made.

AND whereas in the event where any information to the contrary comes to the notice of the Director, or if any injury or loss occurs or shall occur to Director as a result of any litigation in respect of right, title or interest of the above said land or having any liability of any charge or encumbrances, the Director shall be at liberty to reject the application or cancel the permission.

AND whereas under sub-section (1) of Section 20 of the Haryana Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963, no suit, prosecution or other legal proceedings shall lie against any person in respect of anything which is in good faith done or intended to be done in pursuance of the Act of 1963 or the rules made thereunder. Further under sub-section (2) of the said Section 20 no suit or other legal proceeding shall lie against the government for any damage caused by anything which is in good faith done or intended to be done in pursuance of the Act of 1963 or the rules made thereunder.

NOW, therefore, this deed witnesses and the applicant agrees to undertake to indemnify the interests of Director and its officers/staff and to keep them harmless against any claim or demand made or proceedings initiated by any one against Director and its officers/staff in respect of right, title or interest of the above said land including the damages, interest or cost thereof.

NOW this bond witnesseth as follows:

1. That I stand surety and execute this indemnity bond for the genuineness of all the documents being submitted for change of land use.
2. That in case of any legal/financial claim/ liability arising out of any objection/ claim/ dispute by any of the other co-sharers of land in future, the executants and its legal heirs and successors hereby indemnify the urban Local Bodies Department, Haryana and the State Government of any such legal/ financial claim/ liability.
3. That no compensation of any kind shall be expected or demanded by the executants against any action taken by either the Director or the State Government including that of cancellation of permission issued for compliance of any legal pronouncement against the Director or the State Government.
4. That the liability arising out of any such claim shall be the sole responsibility of the executants and no compensation or legal action of any kind shall lie towards the Department, the Government or the State. The executants and its legal heirs and successors shall be liable to make good the loss if any against all such claims.

In witnesses whereof this deed has been executed by the applicant in the presence of witnesses.

Date:.....

Witnesses

Place:.....

1.

Signature:
Name and Address:
.....
.....

2.

Signature:
Name and Address:
.....
.....

(Signature of Applicant / Executant)
Name of Applicant / Executant
Email ID:
Mobile No.: