

INDEMNITY BOND

(To be typed on non- Judicial stamp paper of Rs. 100/- and attested by the notary public).

This indemnity bond is executed on this _____ day of _____ 2021 by _____, Son of _____, resident of _____, locality _____, Tehsil _____ & District _____ in favour of Faridabad Metropolitan Development Authority (FMDA), Faridabad.

WHEREAS, the applicant who is engaged in farming activities or institutional Activity or, Commercial Activity or Industrial Activity or logistic , Petrol Pump (*strike out whichever is not applicable*) has applied to the Chief Executive Officer, FMDA for grant of permission for Change of Land Use (CLU) , i.e. to construct residential / Commercial / Industries / Institutional / Logistic / Petrol Pump etc.

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 by applying on CLU-I Form.

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 applied by way of application (CLU-I Form), 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 Chief Executive Officer, FMDA, against any third party claim in respect of right, tittle or interest of the above said land for which application for grant of permission 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 Chief Executive Officer, FMDA, or if any injury or loss occurs or shall occur to FMDA 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 Chief Executive Officer, FMDA shall be at liberty to reject the application or cancel the permission of Change of Land Use.

AND whereas under sub-section (1) of Section 20 of the Punjab 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 FMDA and the Chief Executive Officer, FMDA, and to keep them harmless against any claim or demand made or proceedings initiated by any one against FMDA and the Chief Executive Officer, FMDA in respect of right, title or interest of the above said land including the damages, interest or cost thereof.

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

Date.....

Place.....

Witness

Applicant/Executant

• _____

• _____