

INDEMNITY BOND

This Deed of Indemnity Is executed at [Name of city] on this _____ day of _____ by (here-in-after called the new assessee) which expression shall always include his heirs, executors, administrators and assigned in favor of the Council (herein-after the Council) which expression shall include its heirs, executors 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 favor 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 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.
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 ratable 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 ratable value
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 of mutation

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

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Signature of Assesse

1. _____(Witness)

2. _____(Witness)

AFFIDAVIT

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

1. That I am the owner of _____
2. That I have not carried out any unauthorized construction in said premises.

DEPONENT

Verification:

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

DEPONENT