

COMPREHENSIVE INDEMNITY BOND BY SOCIETY / ASSOCIATION

To,
The Assistant Director, Town Planning,
Navi Mumbai Municipal Corporation.
Navi Mumbai .

Sub: Proposed redevelopment on plot bearing -----
Ref : File No.

- 1) This deed of Indemnity is made this ----- day of ----- month ----- year between ----- , ----- Hereinafter referred to as „ the Obligor□ (in which expression are included unless such inclusion is inconsistent with the context their heirs executors, administrators and assigns) of the First Part and **The Navi Mumbai Municipal Corporation** , a Corporation constituted by the Maharashtra Municipal Corporation Act, hereinafter referred to as „The Corporation „ (in which expression are included unless such inclusion is inconsistent with the context, its successor or successors and assigns) of the Second Part .

- 2) AND WHEREAS The Municipal Corporation has granted commenced permission to M/s. -----and / or vide --- - dated ----- for Redevelopment at -----.

- 3) And whereas various other permission will be granted on the basis of documents to be submitted by the obligor from time to time.

- 4) And whereas for issue of such other permissions, the Obligor has registered an undertaking to abide with Various Permissions and the contents therein.

- 5) And whereas in continuation to the said undertaking, the Obligor hereby execute the Indemnity Bond in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSES that in pursuance of the facts mentioned by the Obligor and in consideration on the terms, the Obligor do hereby bind himself and their executors, administrators and assigns covenant with the Corporation hereinafter save harmless and indemnify the Corporation against all actions, claims, damages, demand of any nature of kind whatsoever which may be instituted, prepared, claimed or made against the Corporation and the Commissioner or either of them.

The Obligor further undertake to the Corporation to abide by the terms and conditions of the said Various Permission as well as to perform and act according to the term and conditions of the said Various Permission of the Navi Mumbai Municipal Corporation and any other competitive authorities and if there is any complaint, dispute in respect of the same, the obligors save and keep harmless and indemnify the Corporation and the Commissioner or either of them from and against all actions, act, causes, claims, damages, demand of any nature and kind whatsoever which may be instituted, prepared, claimed or be made against the Corporation and the Commissioner or either of them.

The Obligor further undertake to the Corporation against any claims, damages, suits ,costs and charges , losses or injuries to the occupants ,

workers, employees or any persons visiting the site under reference while carrying out construction work and if there is any complaint, dispute or claim in respect of the same, the obligors save and keep harmless and indemnify the

Corporation and the Commissioner or either of them from and against all actions, act, causes, claims, damages, demand of any nature and kind whatsoever which may be instituted, prepared, claimed or be made against the Corporation and the Commissioner or either of them.

The Obligors further undertake to the Corporation that the Corporation, its officers and servants will be held harmless and indemnified from and against all losses, suits, damages, costs, charges, claims and demands whatsoever including the claim under the Workmen's Compensation Act 1923, which the Navi Mumbai Municipal Corporation, their officers and servants sustain or incur or become liable to pay by reason or in consequence of any injury to any person or to a third party whether resulting directly or indirectly from existence and / or use of the well water and well or occurred through any accident or adverse effect.

The Obligors further undertake to the Corporation against any claims, damages, suits ,costs and charges arising out of Disputes, litigations; claims, on account of ownership of plot, and if there is any complaint, dispute or claim in respect of the same, the obligors save and keep harmless and indemnify the Corporation and the Commissioner or either of them from and against all suits, damages, costs, charges, claims and demands of any nature and kind whatsoever which may be instituted, prepared, claimed or be made against the Corporation and the Commissioner or either of them.

The Obligors further undertake to indemnify the Corporation against any litigation arising out of hardship to user in case of the failure of Mechanized system / Car lifts / nuisance due to mechanical system / Car lifts / to the building under reference & to the adjoining wing / adjoining building.

The Obligors further agree to keep indemnified and hereby indemnify and keep harmless the Corporation, its officers and servants from and against any actions, claims, charges, costs, disputes, demands and expenses of any nature suffered or sustained by the Corporation ,its officers and servants in the matter of payment to the State Government / Competent authority the requisite Stamp duty under the Bombay Stamp Act, 1958 as amended upto date on the agreement in any manner whatsoever and further the Obligor covenant with the Navi Mumbai Municipal Corporation, its officers and servants to reimburse them immediately for any such claims, charges, costs and expenses.

IN WITNESS WHERE OF the Obligors have hereunto set their respective hands and seal on the day and year hereinabove written.

SIGNED, SEALED AND DELIVERED

1) OBLIGOR

IN PRESENCE OF

1. MR.

Address :

2. MR.

Address