

INDEMNITY BOND-
BEFORE THE Ld. EXECUTIVE MAGISTRATE / NOTARY PUBLIC, AT
SILIGURI/JALPAIGURI
(In case of Legal Heirs)
On Rs. 100/- Non-Judicial Stamp

KNOW ALL MEN BY THESE PRESENTS that I,father/son/daughter/wife/husband of, Indian by Nationality, by religion,by Occupation/Profession and residing at in the State of, hereinafter for the sake of brevity called the 'EXECUTANT' (Which expression shall, unless excluded by or repugnant to the context, be deemed to included, my heirs, executors, representatives, successors and assigns) do hereby solemnly affirm, declare and execute this Indemnity Bond and bind myself unto the SiliguriJalpaiguri Development Authority, hereinafter for the sake of brevity called the 'AUTHORITY' (Which expression shall unless excluded by or repugnant to the subject or context mean & include its successor or successor-in-office and assigns) on the _____ day of the month of September of the year Two Thousand Twenty-One, as follows:-

1. That I/We,father/son/daughter/wife/husband of, is the present/declared Allottee of a Residential/Commercial/Warehouse/Industrial/Shop plot/space measuring.....katha/sq.ft., vide its SJDA Plot/shop/space No. in Sector, Phase, situated atunder Post office-, Police Station-, in the District of, in the State of, under Mouza-J.L. No....., included in the R.S. Plot No. _____, recorded in Khatian No.....by virtue of a Deed of Lease, in between SiliguriJalpaiguri Development Authority and the said Transferor –.....father/son/daughter/wife/husband of hereto, and duly executed on& also registered on at the Office of the ADSR – at, vide its Serial No. Book No.I, Deed No.....recorded in the Pages to ofVolume No..... – for the year, and possessing the aforesaid below scheduled landed property in their actual, physical possession and enjoying peacefully and without any interruption from any corner, since its allotment and since its Registration.

2. That I/We,father/son/daughter/wife/husband of, further declare the above allottee died on _____ leaving behind me/us as his/her/their legal heirs, and accordingly I/We want to transfer the allotment and possession of aforesaid below scheduled one residential plot of landed property, area measuring aboutkathas, vide its SJDA Plot No. in Block –, in Sector:, Phase- & to in favourfather/son/daughter/wife/husband (legal heirs of the deceased allottee)..... residing at, in the State of

3. That the said I/we,, shall pay all the rents and Transfer Charges with respect to the aforesaid ResidentialKathas Land Plot, vide its SJDA No..... in Block –, in Sector –....., Phase-to the SiliguriJalpaiguri

Development Authority/ies, as the case may be, prescribed from time to time with effect from the date of these presents.

4. That the said I/We transferee hereto are fully authorized as legal heirs of the deceased allottee to execute, sign, submit & present all the relevant documents, as and when required from time to time by the authority of SiliguriJalpaiguri Development Authority / or any Govt. or Semi-Govt. Department. And the said Transferees, shall also be fully authorized as legal heirs of deceased allottee to deposit the Transfer Charge/Fee, as approved by the authority of SiliguriJalpaiguri Development Authority / or any Govt. or Semi-Govt. Department on behalf of the deceased allottee.

5. That I/We shall be bound to maintain all the terms and condition of SiliguriJalpaiguri Development Authority as per their norms to transfer the same.

6. That We further declare that the aforesaid _____ Plot, Vide its SJDA Plot No: _____ in Block- _____, in Sector _____ Phase – _____, Situated at _____, _____ is free from all encumbrances, and no any loan for any purposes from any Bank or Financial Institution or from anywhere else has been taken by the deceased allottee by mortgaging the above plot.

7. AND WHEREAS I/We, _____ Son/Daughter/Wife/Others- _____ the EXECUTANT, undertake that in case there may crop up any problem in documents of ownership/lease and in other documents so submitted before the AUTHORITY physically or electronically as aforesaid and my/our right, title and interest in the said land, I/we, the EXECUTANT on my/our own volition/accord/instance readily agreed to execute this Indemnity Bond in favour of the Siliguri Jalpaiguri Development Authority.

NOW THIS INDEMNITY BOND WITNESSETH as follows:-

8. THAT, I/We, _____ father/son/daughter/wife/husband of _____, the EXECUTANT am/are binding myself/Ourselves to the effect that I/We shall not hold responsible/liable the said AUTHORITY and or Government of West Bengal in any manner whatsoever for granting permission on the said land, since the permission has been issued based on the documents submitted by me/us before the said AUTHORITY under my/our specific own accord/volition.

9. THAT I/We, _____ father/son/daughter/wife/husband _____, the EXECUTANT(s) am binding myself/ourselves and do hereby undertake and agree to keep the SiliguriJalpaiguri Development Authority, and the said transferee(s) and Government of West Bengal indemnified and harmless in all manner whatsoever against any mistake, misrepresentation or fraud which may have been committed by the EXECUTANT(s) and or others, failing which, the SiliguriJalpaiguri Development Authority / Government of West Bengal Shall

have absolute authority to revoke the permission for transfer already issued / to be issued ex-parte and shall be entitled to take action as per provisions of the relevant act/acts.

10. THAT, there is no other legal heirs/co-owners or claimants over the said land to inherit/claim on the said land and if any fact contrary to the above is proved/disclosed in future effecting over right title and interest in the said land then, I/We, _____ father/son/daughter/wife/husband _____, of EXECUTANT shall SOLELY and /or SEVERALLY indemnify the loss and injury the said AUTHORITY and the said transferee(s) will suffer in consequence thereof, and I/we, the EXECUTANT shall also be liable for prosecution according to the provisions of Indian Penal Code and in addition to that I/We, the EXECUTANT shall also pay adequate compensation for the loss and damage as shall be fixed by the said AUTHORITY.

11. That, I/We,..... father/son/daughter/wife/husband of....., the EXECUTANT am further binding myself and do hereby undertake and agree to keep the said AUTHORITY indemnified and harmless to the full extent of any claim put up against the said AUTHORITY either by way of damage, compensation, demand, loss, expanse, cost, charge or in any other way, is case the said AUTHORITY is required to pay any amount to any person due to the issuance of permission for the transfer of the said Plot of land based on the papers documents and information submitted / furnished by me the EXECUTANT(s).

12. THAT, I/We,..... father/son/daughter/wife/husband of....., the EXECUTANT am/are further binding myself/ourselves and do hereby undertake/s and agree to keep the said AUTHORITY indemnified and harmless of all costs and expenses the said AUTHORITY require to defend any action in this regard to any court of law.

13.THAT, I/We,..... father/son/daughter/wife/husband of....., the EXECUTANT bind myself/ourselves to make good all claims, charges, costs, damages, demands, expenses and losses which the said AUTHORITY may sustain incur or be liable or in consequences of complying with the request of me/us the EXECUTANT contained above and the AUTHORITY shall be entitled to recover all claims, charges, costs, damages, demands, expenses and losses from the EXECUTANT.

14. That I/We,.....father/son/daughter/wife/husband of....., shall be liable, if any bonafide claim has been raised in future from any side and shall also be bound to rectify the same without any cost and expenses, otherwise the authority may take legal action against me/us for the same and also proceed the matter to the Ld. Court of Law within the Siliguri/Jalpaiguri Jurisdiction for its settlement.

15. That I/we,..... father/son/daughter/wife/husband of....., the EXECUTANT further undertake the above statements made hereinabove are true to the best of my knowledge and belief and nothing material has been concealed.

IN WITNESS WHEREOF, the EXECUTANT(s) has hereinto set and subscribed her hands and seals this Indemnity Bond in good health and conscious mind under without any pressure or influence from any side on this the.....day of the month.....of the year.....in the Presence of the-

Witnesses and the Ld. Notary Public/Executive Magistrate, at Siliguri/Jalpaiguri Court

Witnesses-

Signature of the **DEPONENT**

Identified by me:

Advocate/Siliguri