**Annexure-“B”**

**(SPECIMEN OF INDEMNITY BOND)**

INDEMNITY BOND (on non-judicial stamp paper worth Rs.100/-)

THIS DEED OF INDEMNITY is executed at\_\_\_\_\_\_ this\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_200\_\_\_\_by Shri/Smt./Kumari/M/s\_\_\_\_\_\_\_\_\_\_\_ S/o/W/o/D/o Shri\_\_\_\_\_\_\_\_\_\_\_\_\_aged\_\_\_\_\_\_\_\_\_resident of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the new assessee), which expression shall always include his heirs, executors, administrators and assigns in favour of the Municipal Corporation of Delhi (hereinafter called the ‘North Delhi Municipal Corporation’), which expression shall include its heirs, executors, administrators and assigns.

WHEREAS Shri/Smt./Ms./M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is the recorded owner of property bearing Municipal No.\_\_\_\_\_\_\_\_\_\_\_ and has been the person primarily liable for making payment of property taxes leviable under the DMC Act to the Corporation.

AND WHEREAS the said Shri/Smt/Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_had died on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ has transferred the said property bearing No.\_\_\_\_\_\_\_vide Registered Deed No.\_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_\_\_\_\_ by way of sale / perpetual lease / gift-deed / mortgage with possession / exchange of immovable property and the same New Assessee became the owner of the said property wholly / partly to the extent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_share therein distinctly shown in the plan submitted along with the application for change of name of taxpayer/sub-division.

AND WHEREEAS the New Assessee has now moved an application under Section 128 of the Delhi Municipal Corporation Act, 1957 (as amended in 2003), read with the Bye-laws made thereunder for change of name of taxpayer /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 Corporation has provisionally agreed to mutate/sub-divide the said premises in favour of he New Assessee for the purpose of levy/collection of property taxes (only) under the Delhi Municipal Corporation Act, 1957, on the following terms & conditions:

1. That the New Assessee shall provide to the Corporation all the relevant documents and information on the basis of which the said change of name of taxpayer/sub-division is claimed.

2. That the New Assessee shall also furnish a site plan of the premises distinctly showing the respective portion therein of which the New Assessee claims change of name of taxpayer /sub-division.

3. That the New Assessee also agrees to the revision/re-assessment of the portion of the premises of which he/she is seeking change of name of taxpayer /sub-division provided that the same is otherwise warranted under the Act and the Bye-laws framed thereunder.

4. That the New Assessee agrees to make the payment of arrears of property taxes on the existing rateable values / annual values or the rateable values / annual values that may be fixed or the demand arising on the taking of any pending increase action or due to mistake in the calculation of taxes. The New Assessee also agrees that he/she shall not agitate or object to the disposal of 123D/461 of the DMC(Amended) Act,2003 proceedings already initiated against the previous owners;

5. That the New Assessee undertakes to indemnify the Corporation against all costs, damages, losses, claims etc. which the Corporation may have to suffer, undergo or pay as a result of change of name of taxpayer /sub-division of the property in the name of the New Assessee.

6. That New Assessee undertakes to file self assessment property tax return and to pay property tax in time as prescribed under the rules in respect of portion / premises / property in his / her name.

**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 Corporation against all damages, losses, claims, costs etc. which the Corporation may have to suffer, undergo, incur or pay as a result of change of name of taxpayer/sub-division of property bearing No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for change of name of taxpayer.

IN WITNESS WHEREOF the New Assessee, as aforesaid, has set and subscribed his hand on these presents, on the day, month and year first above written.

(Shri/Smt.)

New Assessee

Witness (Signature, Name and complete address ):

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_