

### **Form III**

(see regulation 37 (4) (i))

#### **Indemnity Bond for Basement**

This Indemnity Bond is executed by Shri/Smt. \_\_\_\_\_ S/O, D/O, W/O Shri/Smt. \_\_\_\_\_ R/O \_\_\_\_\_ in favour of Development Authority.

Whereas the executant has submitted to the concerned Authority the plans for, sanction of basement over Plot No. \_\_\_\_\_ Mz/Vill \_\_\_\_\_ under the provisions of the Act and and Rules and Building Regulations made there under: -

And whereas the concerned Authority has agreed to sanction the aforesaid construction subject to the conditions that the owner shall indemnify the concerned Authority in the event of any loss or damage being cause to the adjoining building on account of the construction of the said basement either at the time of digging of its foundations or in the course of its construction or even thereafter and also against any claim of any concern thereto.

And whereas the executant has agreed to execute an indemnity bond to the above affect and also to abide by the terms imposed by the concerned Authority to the grant of sanction for construction of the basement.

Now this deed witnesses:

1. That in consideration of the sanction of the plans by PKDA for construction of the basement the executant undertakes that he/she shall at all times keep PKDA free from any liability, loss or damages/flowing from any injury or damage caused to the adjoining built-up properties or to any person as a consequence of the construction of at the time of digging of its foundations or during the course of its construction or at any time thereafter.
2. The owner agreed and undertakes that in the event of any claim being made by any person or persons against the concerned Authority either in respect of the sanction granted by the concerned Authority to the owner for the construction of basement or in respect of the construction or manner of construction of the basement by the owner of the consequences flowing from the said sanction the executant shall be responsible and liable and not PKDA.
3. The executant agrees and undertake to indemnify the concerned Authority fully in respect of any amount which the concerned Authority may be required to pay to any person either by way of compensation or on any other account as a result of any claim or suit or any other proceedings concerning the sanctioning of the construction

of the basement of the making thereof and also in respect of the costs and expenses which the concerned Authority may incur on defending any action.

4. Without prejudice to the above undertaking the executant hereby binds itself to pay to PKDA to the full extent any amount which PKDA may be required to pay to any person in connection with, relating to or concerning the sanctioning of the basement or the making thereof.
5. The owner agrees and undertakes that this bond shall remain in full force and effect till the executant faithfully observes/performs the undertaking herein before contained.

In witness whereof the executant above named has signed this bond on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

**Indemnifier**

Witness:

(Signatures) \_\_\_\_\_

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

Full Address \_\_\_\_\_

(Signatures)

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

Full Address \_\_\_\_\_

(Signatures)