

Annexure-III

INDEMNITY BOND-CUM- UNDERTAKING

(ON STAMP PAPER OF RS.100/- DULY NOTARIZES)

This Indemnity Bond cum Undertaking is executed on this ___day of _____2023 By S/Shri _____ and _ residing at the land lords/owners of the premises (hereinafter called "the Indemnifier", which expression shall include his/their legal heirs, successors and assigns) in favour of Hindustan Petroleum Corporation Ltd (HPCL), registered under the Companies Act, 1956, having its Registered Office at 17, Jamshedji Tata Road, Mumbai – 400020 (hereinafter called "the Indemnified" which expression shall include its successors and assigns).

WHEREAS the indemnified has proposed to take Premises on lease in pursuance of tender/bid _____ dated .

WHEREAS I/we the indemnifier am/are the Sole/Joint owner/s of the Premises (hereinafter referred to as Demised Premises) located at which is proposed to be taken on Lease by HPCL for their proposed Regional Office at Gwalior.

AND WHEREAS I/We am/are offering the Demised Premises bearing Khata No~~~~~.Khasra No~~~~~ carpet area~~~~~.of Mauza~~~~~Thana No~~~~~. District~~~~~to HPCL on Lease for a period of 05 years on mutually agreed rentals.

AND WHEREAS I/We am/are the sole/joint owner of the Demised Premises and as such I/We am/are entitled to lease the same to HPCL.

AND WHEREAS I/We understand that as required under the terms & conditions of the tender/Bid_____ dated _____ , I/We am/are at present not able to submit the completion / occupancy certificates/documents.

NOW THIS INDENTURE WITNESSETH THAT, in consideration of the premises aforesaid "the Indemnifier" hereby irrevocably and unconditionally and jointly and severally undertake to indemnify and always keep indemnified, "the Indemnified" HPCL from and against all demands, loss or damage or cost, charge, expense, suit or proceedings caused to or suffered or would be caused to or suffered by the Indemnified INCLUDING THE AMOUNT SPENT ON THE INTERIORS.

IN CASE OF EVICTION ORDERED BY THE COMPETENT AUTHORITY/COURT by reasons of accepting the lease without completion / occupancy certificate thereof AND jointly and severally undertake to pay to "the Indemnified" forthwith on first demand in writing without protest or demur the amount as specified in the said demand.

In addition to this, the Indemnified HPCL will be at liberty to terminate the said lease without assigning any reason & without prejudice to any other rights arising in its favour and can initiate action as deemed fit by it & I/We agree and undertake not to raise any objection/Protest/Counter claim etc. against the Corporation. AND "the Indemnifier" hereby agree/s with "the Indemnified" that this Indemnity shall remain valid and irrevocable until the settlement of all claims of "the Indemnified" arising hereunder.

In witness whereof "the Indemnifier" have hereunto set and subscribed his/their hand this day and year first herein above written in the presence of witnesses.

Executor/Indemnifier

IN THE PRESENCE

OF: WITNESS:

1.

2.
