

Annexure-II

INDEMNITY BOND-CUM- UNDERTAKING

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

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 Building/Premises on lease in  
pursuance of tender/bid \_\_\_\_\_ dated \_\_\_\_\_ .

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

AND WHEREAS I/We am/are offering the Demised Premises bearing Khata  
No~~~~~.KhesraNo~~~~~Carpet\_Area~~~~~.of  
Mauza~~~~~Thana No~~~~~.. District~~~~~to HPCL on Lease  
for a period of 5+5 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 "the Indemnifier" hereby irrevocably and unconditionally and

jointly and severally undertake that the demised premises is free from all encumbrances whatsoever & has/is never been subject to any attachment ,Lien, charge, Mortgage, recovery or litigation. The indemnifier further undertakes 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.

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.

\_\_\_\_\_