M M KRISHNAM RAJU
S.V.L.NO. 01/99, R.L.NO....
MIG-8,DHARMA REDDY COLONY
K.P.H.B, R R DIST
HYDERABAD
LICENSE NO: 53/2006

भारत INDIA

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UNDERTAKING-CUM-INDEMNITY (Builder)

THIS UNDERTAKING-CUM-INDEMNITY is executed at ________________on this ________ day of _________.

BY

______________________________________,

______________________________________,

hereinafter referred to as "**the Obligor of the First Part**",

IN FAVOUR OF

Indiabulls ____________________ Limited,
M – 62 & 63, First Floor, Connaught Place, New Delhi - 110001
hereinafter referred to as "**the Obligee of the Second Part**"

WHEREAS the Obligor of the First Part has represented that as a part of the business activity, the Obligor of the First Part has undertaken construction of the residential properties situated at ____________ __________________________ under the name and style of "____________" (hereinafter referred to as "**Said Project**").

AND WHEREAS the Obligor of the First Part has requested the Obligee of the Second Part to grant loan(s) and/ or financial assistance to the prospective/ existing customers {"**Borrower(s)**"}, who are interested in purchasing/ purchased residential units in the Said Project. **(Specifically as per details captured in below schedule/ list)**

AND WHEREAS the Obligor of the First Part hereby affirms, confirms and declares to the Obligee of the Second Part as under –

i. that the Said Project falls under the ambit of The Real Estate (Regulation and Development) Act, 2016 {"**RERA**"} and the rules/ regulations/ circulars/ directives/ bye-laws issued/ framed thereunder from time to time and the Obligor of the First Part affirms, confirms and undertakes to comply with the provisions of the RERA.
ii. that the Obligor of the First Part has applied for certificate of registration under RERA with the concerned authority for registration of the Said Project and obtained/ will obtain certificate of registration under RERA from the concerned authority/ will obtain completion/ occupancy certificate, within the timelines stipulated by the concerned authority, in this regard.
iii. that in the event of any deviation, the Obligor of the First Part shall get the same validated and regularized, as per due process of law.

AND WHEREAS the Obligor of the First Part further acknowledges and understands that the Obligee of the Second Part has agreed to disburse loan amount to the Obligor of the First Part, for and on behalf of the Borrower(s), on the basis of said representations made herein above, besides other.

Now the OBLIGOR of the First Part hereby declares, undertakes and Indemnifies AS UNDER:

1. The Obligor of the First Part hereby undertake to indemnify and keep the Obligee of the Second Part indemnified against any loss, damage, cost and/or expenses suffered/ incurred by the Obligee of the Second Part arising out of any act, omission, false statement, suppression of fact and/or on account of non-compliance of The Real Estate (Regulation and Development) Act, 2016 and the rules/ regulations/ circulars/ directives/ bye-laws framed thereunder from time to time; If any concern arises which affects "the Obligee of the Second Part" in any manner whatsoever, the Obligor of the First Part shall be solely responsible for the same.

2. The Obligor of the First Part undertakes that in the event of any deviations made from The Real Estate (Regulation and Development) Act, 2016 and the rules/ regulations/ circulars/ directives/ bye-laws framed thereunder from time to time, the same shall be validated and regularized as per due process of law at cost and expenses of the Obligor of the First Part.

3. The Obligor of the First Part further undertake that any breach by the Obligor of the First Part shall also be an event of default under the Loan Documents;

Signed and delivered by the Obligor of the First Part {Builder}:

For M/s. ______________________

Authorized Signatory
Name

SILVER OAK VILLAS LLP SEC'BAD.

WITNESSES:

1.

2.

Schedule: - List of Allottees

S.No.	Name of Customer/ Allottee	Units / Flat No. & Details