

**UNDERTAKING FROM ALLOTTEE**

(On allotment of Specific Unit)

(To be executed on Non-Judicial stamp paper of Rs.100/-duly notarised.)

1. WHEREAS, I .....wife/son/daughter of..... Membership No..... resident of .....along with Shri/Smt. .... (co-allottee) as a result of application made to the Indian Railway Welfare Organization (IRWO) have been allotted a dwelling unit No.....in .....
2. AND WHEREAS, I/We have agreed for possession of the above dwelling unit, for immediate occupation before completion of all the formalities and without execution and registration of Conveyance Deed.
3. THEREFORE, I/We hereby undertake that in the event of the possession of the dwelling unit being given to me/us. I/We shall,
  - a) Abide by all laws, bye-laws, rules and regulations of Development Authority concerned, Central or State Government Authorities, the Civic Bodies, the Organisation and the Allottees Association/Society framed by them from time to time.
  - b) Abide by the terms and conditions applicable to IRWO in respect of the allotment or use of the land by the concerned authorities to IRWO as if they are directly applicable to me/us.
  - c) Not carry out any additions/alterations to the dwelling units without specific approval of IRWO and the Association/Society.
  - d) Use the dwelling unit for the sole purpose of “dwelling” only. Any commercial usage of the house including its use as a hostel, carrying out tuition or coaching classes, chambers of doctor/lawyer/chartered accountant etc. would be deemed to be a violation of terms and conditions of allotment.
  - e) Not have exclusive right on common facilities like staircase, passages, terrace, parks etc. and will not make any alteration thereto. I/We will allow unhindered use of them to all residents and shall keep them in good condition/hygiene.
  - f) Not encroach upon the common portion and services. All unauthorized encroachments are liable to be removed by the Association/Society at my/our cost in addition to legal action.
  - g) Not keep cows or buffalo within the colony and keep any pets like dogs, cats etc. only with the permission of the Association/ Society.
  - h) Not cause any damage to the structures, equipment, electrical installation etc. provided in common portion and if any such damages is detected the cost of its repair will be borne by me/us.

- i) All levies/taxes/ any other charges which any Government Departments or Authority may impose or any legal or arbitration awards that may be made now or in future, will be borne by me/us.
  - j) Take cognizance of rights of other residents. It is my/our duty to keep my dwelling unit in good state of repair so as not to cause inconvenience or create unsafe or unhygienic conditions to others.
  - k) To pay my/our share of land cost in case of revision by Land Development Authority and other dues which may be outstanding against me/us.
  - l) Not deny entry to IRWO or Association/ Society officials to any part of the dwelling unit or the building in discharge of their official duties.
  - m) In case of leakage from bathrooms and/or kitchen floors after the maintenance period, its repair shall be the responsibility of the owner of the flat from which the leakage is arising. In the event of any complaint, in this regard the Association may get the leakage repaired and the cost will be recovered from the resident of the flat from which the leakage is arising. However, in case the leakage is due to construction defect during contractor's maintenance period, the defect will be rectified by IRWO.
  - n) Get the Conveyance Deed executed in my/our name at the earliest. I/We are aware that IRWO will not grant me/us any NOC for transfer to the dwelling unit without execution and registration of the conveyance deed.
4. If, I/We fail to fulfill the undertaking given herein above, the allotment in my/our favour is liable to be cancelled.

Signed by me/us on.....day of..... Two thousand.....

Place  
Date

Signature of Allottee  
Registration No.

Signature of Co-allottee  
(if any)

**WITNESS**

1.     Signature  
       Name  
       Address

2.     Signature  
       Name  
       Address