

**(PLEASE DO NOT CHANGE / ALTER / DELETE / DROP / SHRINK ANY CONTENTS OF THIS UNDERTAKING, ANY SUCH ACTION WOULD MAKE THE UNDERTAKING NULL AND VOID)**

**To be submitted by the applicant on Rs 10/- stamp paper and attested by NOTARY or the CO/OC of the applicant**

**UNDERTAKING & DECLARATION**

(Total No of Pages: Five)

1. Whereas, I \_\_\_\_\_ S/o \_\_\_\_\_  
 \_\_\_ R/O \_\_\_\_\_, volunteer to register myself for allocation /allotment of a residential unit of SWO-INDIA for Scheme No \_\_\_\_\_ at (location) \_\_\_\_\_ I do hereby solemnly affirm/declare and undertake as under.
2. That I am satisfied with location of the scheme for which I am applying and also the tentative cost of the residential unit as declared by SWO-INDIA. That I have no queries with regard to the breakdown of cost or payment schedule issued to me.
3. That I have satisfied myself about the right, title and interest of the SWO-INDIA in the project land on which the said residential unit is to be developed /constructed and understands all limitations and obligations in respect of it and there will be no further investigation or objection any representation by myself in this regard from SWO-INDIA.
4. I have thoroughly read and clearly understood that this application does not constitute an Agreement to Sell and I do not become entitled to the provisional and/or final allotment of Residential Unit notwithstanding the fact that SWO-INDIA may have issued a receipt in acknowledgement of the booking amount tendered with the application & may have encashed the same.
5. That I have read General Rules & Regulations of SWO-INDIA given on the website and accept them in the true spirit.
6. That I have also read Additional Terms and Conditions given on the website and have no objection on any condition whatsoever.
7. That I am also enclosing all documents as required to be submitted as per the Booking Application Form.
8. That I Shall abide by all laws, bye-laws, rules and regulations of SWO-INDIA or Developer/ builder or the Development Authority concerned, Central or State Government Authorities, the Civic Bodies and the Allottees Association/Society framed by them from time to time.
9. That I Shall abide by the terms and conditions made applicable to SWO-INDIA in respect of the allotment or use of the land by the concerned developers or builders or local authorities on their behalf. That the allocation/ provisional and/or final allotment of the residential unit is entirely at the sole discretion of SWO-INDIA and SWO-INDIA has an unequivocal right to reject any application, allocation, provisional or final allotment without assigning reasons thereof.
10. That I shall accept allocation /allotment of a residential plot /flat by SWO-INDIA as per my seniority and requested approximate size on "as- is -where- is" basis. That all effects and outcome on development and completion of the project due to changes in the governmental rules, regulations and policies shall be binding on me. The variation in declared sizes of residential units up to 10-15% shall be fully and totally acceptable to me.
11. That increase/decrease in rates due to various unforeseen reasons during the stage of construction/development shall be acceptable to me.

12. That I undertake to make all required payments to SWO-INDIA as per the schedule issued to me irrespective of arrangement of finances / grant of loan or any type of advance from any private/financial institution.
13. That I agree to be penalized for my delayed payments with prescribed rate of interest.
14. That I agree to accept the imposed prescribed cancellation charges in case of my withdrawal / cancellation of my allotment/allocation at any stage after issue of an allocation letter by SWO-INDIA.
15. That I have examined and accepted the plans, designs, specifications of the Residential Unit which are tentative and SWO-INDIA shall have the right to effect suitable and necessary alterations or changes in the layout plan and/ or specifications, as and when required due to sanction/ revision of building plans, technical reasons, site conditions or any other reasons, which may involve all or any of the changes, such as, change in the position of the Residential Unit, increase/decrease in size, change in floor-plan, layout, change in its number etc.
16. That in pursuit for excellence & in tune with the global trends and/ or environmental requirements, and/ or new scientific discovery and induction and/ or for the benefit of larger interest of applicant(s)/intending allottee(s), SWO-INDIA may decide to improve upon the specification(s) communicated at the time of booking and in that event, I shall pay the additional charges/ burden for improving upon any or all specifications such as piped gas charges, solar water heating, double Glazed windows for heat and sound proofing, wi-fi or WAN networking or satellite based communications etc etc .
17. That I shall have no objection and shall accept the improvements done by SWO-INDIA for betterment of Residential Units and shall willingly pay for the additional facility, specification or improvement provided that improvement cost is less than 5% of total cost of Residential Unit. However, if there is any increase / decrease in the areas, the revised price will be applicable at the original rate at which the Residential Unit was booked by me. However, in case of any major alteration(s)/ modification(s) resulting in +/- 10% change in the super area or material change in the specifications of the Building/ Apartment /Plot any time prior to and upon the grant of occupation certificate, SWO-INDIA shall intimate to me in writing, the changes thereof and the resultant charges, if any, in the price of the Residential Unit to be paid by me and I agree to inform SWO-INDIA in writing my consent or objections to the changes within thirty (30) days from the date of such notice, failing which I shall be deemed to have given my full consent to all the alterations/ modifications. If I write to SWO-INDIA within thirty (30) days of intimation by SWO-INDIA indicating my non-consent/ objections to such alterations/ modifications, then the allocation/ allotment shall be deemed to be cancelled and SWO-INDIA shall refund the entire money received from me with interest @ 5% per annum. I agree that any increase or reduction in the super area of the Apartment / Plot shall be payable or refundable (without any interest) at the rate per sq. ft. as mentioned in Booking Application Form.
18. That all levies/taxes/charges which any Government Department or Authority may impose from time to time, will be borne by me.
19. That I shall get water/electricity connection & meter installed through civil bodies after taking over the physical possession of the residential units at my cost.
20. That I shall pay water charges, electricity charges, municipal taxes directly to the appropriate authorities.
21. In case, any change in plans, specifications or location due to change of plans, permission, consent etc given by statutory authorities, the same shall be fully binding on me. If for any reason(s), SWO-INDIA is not in a position to allot the Residential Unit applied for, SWO-INDIA may consider for an alternate property and in case of failure to do so, refund the amount deposited without any interest and SWO-INDIA shall not be liable for payment of any compensation on that account whatsoever.
22. That I agree to abide by the changes that may be incorporated due to changes in any of the State Acts or the Real Estate Regulation (Control) Bill which is likely to be tabled in the Parliament of India for passing of the same as an Act.

23. That I shall take over the physical possession and execute sale deed / registry of my residential unit in my favour within 45 days of date of issue of such notice from SWO-INDIA. In case I fail to do so SWO-INDIA shall have the right to terminate my allocation without any notice and refund my paid up amount after necessary deductions directly to my saving account.
24. That I agree to pay Maintenance charges to SWO-INDIA, as specified for providing necessary services, maintaining and up-keeping the said Project for one year from date of execution of sale deed in my favour. That I agree to pay subsequent maintenance charges to Resident Welfare Association as and when formed.
25. That I agree that I shall have no right to claim partition of the common areas/ facilities. The possession of the common areas will always remain with the SWO-INDIA /developer or the maintenance agency appointed by SWO-INDIA or the Resident Welfare Association.
26. That I agree to comply with all the laws of the land at all times, as may be applicable to the said residential units but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their rules, Notifications etc. in respect of this project and I shall always remain solely responsible for the consequences of non-compliance of the aforesaid Acts/rules and laws of the Land.
27. That in case SWO-INDIA is forced to abandon the said Project for any reason, SWO-INDIA shall be liable to refund the amount paid by me without any interest or compensation within six months from the occurrence of such eventuality. In the event of SWO-INDIA abandoning the scheme/project, SWO-INDIA's liability shall be limited to the refund of the amount paid by me without any interest or compensation, whatsoever.
28. That I am bound to and will become member of the welfare Maintenance Society of the residential complex as stated above. I will pay my share of the cost of maintenance and upkeep of the colony and the surrounding areas as determined from time to time by the concerned Welfare Association/ Society.
29. That I shall not carry out any additions/alternations to the residential units without specific approval of SWO-INDIA or associate developer or the welfare association as the case may be.
30. That the residential unit will be used for the sole purpose of residence only. And I shall not use it for any commercial purpose.
31. That the roads, passages, parks, roof and other common areas / conveniences will be utilized by me along with other allottee of the plots / flats and that I shall have no exclusive right to their use. I will use these without causing any inconvenience to other users.
32. That I shall in no way encroach upon the common portion and services. All unauthorized encroachments are liable to be removed at my cost in addition to legal action against me.
33. That I shall not create any mischief and shall not do any act or omission which may disturb the peace, serenity, tranquility of other residents of the project complex.
34. That I shall not cause any damage to the structures, equipment, electrical installation etc. provided in the common portion for the common purpose.
35. That I shall not keep cows or buffaloes or goats within the SWO-INDIA colony.
36. That I will not sell / transfer / assign the allotted plot/flat to a third party without prior permission and issue of NOC from SWO-INDIA; in case I do so my allotment is liable to be cancelled without any notice and all my payments would be forfeited .
37. I the undersigned applicant do hereby undertake that I shall always maintain the ecological harmony of common area solar lighting, water recycling, waste segregation, CFL lighting, double glazing, solar water heating, harvesting and recharge and to maintain flora & fauna, water plantation and aqua life and

have fully understood and have willingly committed to share the extra obligations for environment conservation within the complex and shall always co-operate and vote for any or all decisions, which will be requested by the developer for long term maintenance of extra establishment for this cause.

38. That I shall not do any activity, which may be objected to by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the complex including defacing of common walls, lifts over throwing or dumping of refuse/ garbage, which could be subject to fine or penalties as per the latest Supreme Court directives and the laws of the land, as applicable from time to time.
39. That I shall promptly and regularly pay such dues and charges levied by the Welfare Association.
40. That I will discharge such other liabilities as prescribed by the bye-laws and rules framed by the Welfare Association/Society.
41. That I will intimate changes in correspondence address and Contact Number to SWO-INDIA in writing through registered/speed post for such corresponding personal changes in records.
42. I accept that it will be open to SWO-INDIA to cancel my Allocation / Allotment and resume the possession of the plot, if I fail to fulfill the undertaking given herein, above. I would have no claim, whatsoever against the SWO-INDIA for such Termination /Seizure of my residential unit.
43. I agree that all or any disputes arising out or touching upon or in relation to the terms of this application, allocation/allotment and/ or Conveyance Deed /registration including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration.
44. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at the Office of the SWO-INDIA in New Delhi by a sole arbitrator who shall be appointed by the President / Chairman / Managing Director of SWO-INDIA. I hereby confirm that I shall have no objection in this appointment. In case of any proceedings, references etc touching upon the arbitration subject including any award, the territorial jurisdiction of the courts shall be New Delhi only.
45. **Declarations:** I, the undersigned do hereby declare that the particulars/ information given by me are irrevocable and true and correct to my knowledge and no material fact has been concealed there from. I have gone through the terms & conditions and payment plan given on the website and accept the same and which shall ipso-facto be applicable to my legal heirs and successors.
46. That I have fully read and understood the rules, regulations, terms and conditions and agree to abide by the same. I understand that the terms and conditions given on the website of SWO-INDIA are of indicative nature with a view to acquaint me with the terms and conditions .I am fully conscious that it is not incumbent on the part of SWO-INDIA to send me reminders/ notices in respect of my obligations as set out in this undertaking and I shall be fully liable for any consequences in respect of defaults committed by me in not abiding by the Terms and Conditions of SWO-INDIA or as declared/amended by SWO-INDIA from time to time.
47. That I have sought detailed explanations and clarifications from helpline of SWO-INDIA about the scheme/proposed project and I have been readily provided all such explanations and clarifications and after giving careful consideration to all facts, terms, conditions ,rules ,regulations and representations made by SWO-INDIA, I have signed the Booking Application Form and paid the monies thereof fully conscious of my liabilities and obligations including interest & penalties on late payments and defaults & even leading to forfeiture of Booking Amount as may be imposed upon me.
48. I further declare and undertake that in the event of cancellation of my allocation/ allotment either by way of forfeiture or refund of my monies or in any manner, whatsoever including but not limited to as set out in the terms and conditions provided in this undertaking, I shall be left with no right, title, interest or lien

on the residential unit applied for and provisionally and/ or finally allocated/ allotted to me in any manner whatsoever.

49. I also declare that in the interest of well being of future occupants /residents of a reputed, respected and civilized background in the proposed complex facilitated by SWO-INDIA, any uncivil, impolite or rude behavior on my part with any member of the Governing / Management Board or staff member or employee of SWO-INDIA would automatically result in cancellation of my allocation / allotment of residential unit.

Signed by me at \_\_\_\_\_ on \_\_\_\_ day of \_\_\_\_\_ Two thousand and Twelve..

(Signatures of the Applicant)  
**Name & Rank**

**Attested By:** Notary or CO/OC