

Rights, Privileges, Duties & Responsibilities of Member/Residents

- i) Every member shall have right to participate in the – General Body meeting of members. Besides this, he/she shall have also right to vote in the meeting of the Society. Every member shall be entitled to participate in the meetings, functions and get together programs of the Society.
- ii) All members shall have equal voting right. A member having more than one flat/apartment will have proportionate voting rights (e.g. a member having two flats will have two votes). However such member can cast only one vote by himself/herself and vote for the second flat shall be cast by a proxy vote as defined in Clause 20(j).
- iii) Each member/resident shall ensure safe and secure living environment for all the residents. He / She/they shall maintain absolute discipline, peace and tranquility in the campus. He / she/they shall ensure that the amenities and common facilities are in good shape and available to all.
- iv) Every member/resident shall abide by the Bye-Laws of the Association and follow all instructions / resolutions of Executive Body / The General Body.
- v) Every Owner who lets his/her/their apartment for occupation by other on lease, tenancy, mortgage or otherwise, shall ensure that the occupant strictly abides by the Byelaws of the Association. Any owner who sales his/her flat or commercial unit shall seek prior permission in writing from Executive Body of CRWA. Wherever such permission is sought, the same should be accorded immediately subject to clearance of all pending dues to the CRWA.
- vi) The owner must ensure that the above clauses are incorporated in the tenancy agreement.
- vii) Every Owner shall perform promptly all maintenance and repair work within his own apartment, which if omitted would affect the Building in entirety or in a part belonging to other owners being expressly responsible for the damages and liabilities that his/her/their failure to do so may endanger. In doing so, he/she/they shall not make any alteration or modification, which may affect the facade or the main structure of the Building or the common walls or floors between two units.
- viii) Every Owner shall bear the cost of all repairs to the internal installations of his/her/their apartments / commercial units, such as water, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the apartment. The CRWA may provide Minor & Limited repair facility (Plumber & Electrician only) to the members. The spares required (if any) for such repair shall have to be provided by the member at his / her own cost.
- ix) Every Owner/ Resident shall fully and without delay, reimburse the Association for any expenditure in repairing or replacing any damages to the Building including the common Areas and facilities caused due to his/her/their fault or negligence.
- x) Every Owner/Resident shall grant the right of entry to the members of the Executive Body or any person authorized by them in case of any emergent situation (which if not attended to will

result in loss/damage of life, property, etc., or disruption of essential services) originating in his/her/their apartment whether the owner/resident is present or not.

xi) Every Owner/Resident shall ensure that the Apartment is used for the purpose as per their respective sale deed. In case an Apartment / Flat / Commercial Unit is used for purpose other than what is mentioned in sale deed executed by the Builder, the CRWA in such case may take action as deemed fit.

xii) Every Owner/Resident shall ensure that the Building and the common areas are kept clean and tidy in all respects and not blocked in any manner by keeping any movable or fixed item thereof. No Dust bin or Garbage bins are allowed in the corridors / common areas.

xiii) Every Owner/Resident shall ensure that the rights and privileges of other owners are respected and that no inconvenience is caused to them in any manner.

xiv) Every owner/resident shall ensure that the staff employed by him/her/them bear a good character and such owner / resident shall be responsible for their behavior and actions while in his/her/their service.

xv) Every owner /resident shall use the lifts in such a manner as not to damage them in any way. In case of any damage, the Executive Body is empowered to take action against the concerned owner / resident.

xvi) Every owner/resident shall exercise due care about making noise of any kind or use musical instrument, radios, television sets, amplifiers, sound system, etc., that may disturb others.

xvii) Residents keeping domestic animals or other pets shall abide by the Municipal Rules & Regulations. All pet owners shall as soon as they possess a pet without further delay register in the maintenance office indicating name of the owner, flat no., type of pet and date of possession etc. as may be required by the EB, CRWA. The owners of the Pets shall abide by the Guidelines issued by the EB, CRWA and Animal Welfare Board, etc.

xviii) Every owner shall inform the Association in advance about the change in occupancy of their apartment. For every such change that involves movement of household goods in or out of building, a shifting charge as fixed by the Executive Body per occasion will be levied from time to time. The Owner /resident should take adequate care that no damage is done to lifts or any other common area due to this movement. The cost of repairing of any damages, at the discretion of Executive Body, shall be charged to the Owner's/Resident's account.

xix) No Owner/resident shall make any structural or other modification or alteration or repair within the Apartment or on installations located therein without notifying the Association through the President/ secretary of the Executive Body, and receiving its approval. The Association shall have the obligation to communicate the approval within Fifteen days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, repair, alteration or installation being undertaken. The Association shall not refuse permission, unless the work proposed is likely to affect the safety of the Building, or the installations provided therein or alters the facade or inconveniences the Owners of the adjacent apartments.

xx) No Owner/resident shall place or cause to be placed in the lobbies, vestibules stairways, elevators and other areas both Common and limited, any furniture, packages, cycles or objects of any kind except while in normal transit through them.

xxi) No Owner/resident shall use any portion of the Common area of the Building without the written permission of the Executive Body. The Executive Body may grant permission for such occupation for short periods for marriages or other social functions at their discretion. Provided that the premises so used is released in the same condition as it was taken, and the cost of cleaning the premises, or repairing damages if any, is borne by the user subject to availability of visitor's parking space within the premises.

xxii) No Owner/Resident shall park his/her/their car or two wheeler except at the place allotted to him/her/them. Owners of two wheelers not allotted parking spaces shall park their vehicles inside the boundary of the building only at the discretion of the Executive Body. Visitor's vehicles shall park only in the designated area in the building.

xxiii) No Owner/resident shall install any machinery or equipment, like generators etc. in the common Areas, especially in the lobbies/balcony or under staircase that makes a noise or causes disturbances to other residents, in any way. No one is allowed to use hi/her power back up during regular power cut/failure.

xxiv) No Owner/resident shall put up any sign board, hoarding, advertisement notice, or poster of any kind, in or on the Building except with the approval of the Executive Body.

xxv) No Owner/Resident shall, under any circumstances, threaten abuse, reprimand, and assault or in any way misbehave with the staff employed by the Association. However, he / she may report any misbehavior or negligence of duty by the staff to the Executive Body.

xxvi) In case of inter apartment seepage/ leakages, except due to inherent defect arising during the construction of the building, the Executive Body shall fix the responsibility in consultation with the concerned apartment owners who shall be responsible to repair the same and the decision of the Executive Body shall be final and binding on the owner(s) concerned.

xxvii) Any owner who fails to pay for three months, or more any amount due to the Association shall be deemed to be a "Defaulting Member" and shall be debarred from voting or contesting for election to Governing Body.

xxviii) The CRWA will not be held responsible for any loss caused to members / owners for any natural disaster such as Earthquake, Flood, Cyclone, Fire, Riot or Willful act of any other person. All members / Owners are advised to take insurance for safeguarding their property.

For any violation of any of the above rules / regulations the Executive Body will take action as deem fit including pecuniary penalty, etc.

Tenant

Owner