

## **14. SENIORITY RULES**

14.1 The seniority of the Members who have become Primary Members of IRWO before the implementation of these Rules will be reckoned by the year of their becoming Primary Members. However, in case of more than one member of the same year, seniority on a particular occasion will be determined by computerized draw based on random number generation.

14.2 Seniority amongst those becoming Members after the implementation of these Rules, will be determined by the Membership Number.

14.3 The seniority of those who have become Members before the implementation of these Rules will rank higher than those who become Members after the implementation of these Rules.

## **15. ALLOTMENT RULES**

15.1 A member is normally eligible for allotment of only one dwelling unit in any of the schemes of IRWO.

15.2 A second dwelling unit in IRWO scheme may be allotted provided such an allotment is not in conflict with rules/bye-laws framed by the local authorities/state government. However, the first dwelling unit applicant will get priority in allotment over the second dwelling unit applicant.

15.3 If husband and wife both are independent Members of IRWO, both will be entitled for a dwelling unit. However, in schemes located in the same city a first dwelling unit applicant will get priority in allotment of a second dwelling unit to them.

15.4 The allotment of dwelling unit shall be made by a computerized draw of lots. No request for allotment of specific unit or a floor shall be entertained subject to provisions of Para 15.5.

15.5 IRWO may ask Members for preference of corner units, park facing units, units having extra land, terraces or other such facilities for which additional charges will be leviable as decided by IRWO from time to time. The preferences indicated by Members will be taken into consideration during the draw for allotment of dwelling units. However, if the desired preference is not available or if no preference is indicated by any Member, any dwelling unit of the type applied for shall be allotted and will have to be accepted by Members.

15.6 Allotment letters will normally be issued towards virtual completion of the dwelling units.

## **16. ACCEPTANCE OF ALLOTMENT**

16.1 An undertaking covering the following aspects shall be given at the time of acceptance of the allotment, that the Allottee:-

a) shall abide by all laws, bye-laws, rules and regulations of Development Authority concerned, Central or State Government Authorities, the Civic Bodies, IRWO and the Allottees Association/Society framed by them from time to time.

b) shall abide by the terms and conditions made applicable to IRWO in respect of the allotment or use of the land by the concerned authorities on their behalf.

c) shall not carry out any additions/alternations to the dwelling units without specific approval of IRWO and the Allottee Association/Society.

d) The dwelling unit will be used 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 beauty parlour etc. would be deemed to be a violation of terms and conditions of allotment.

e) Common facilities like staircase, passages, terrace, parks etc. will be utilized by all allottees and no one will have exclusive right, nor make any alteration thereto and shall be kept in good sanitary/hygienic condition.

f) Keeping cows or buffaloes within the colony will not be allowed. Pets like dogs, cats etc. can be kept only with the permission of the Association/Society.

g) All residents will have equal roof rights. However, the Association/Society may prevent or restrict entry on grounds of safety and security.

h) The residents will not deny access to IRWO officials to any part of the dwelling unit or the building at reasonable timings in the discharge of their official business.

i) The Allottee shall in no way encroach upon the common portion and services. All unauthorized encroachments are liable to be removed at his/her cost in addition to legal action.

j) Allottees shall not cause any damage to the structures, equipment, electrical installation etc. provided in common portion. In case of any such damage, the cost of repair will be borne by the concerned allottee.

k) All levies/taxes/charges which any Government Department or Authority may impose from time to time, will be borne by the Allottees.

l) The allottees shall take cognizance of rights of other residents. It is the duty of the allottees to keep their dwelling unit in good state of repair so as not to cause inconvenience or create unsafe or unhygienic conditions to others.

m) As leakage from bathrooms and kitchen floor severely affects the residents of the lower floor 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 will get the leakage repaired and the cost be recovered by the Association from the resident of the upper floor flat.

n) Insure the dwelling unit against fire and keep the insurance current at all times.

o) Pay water charges, electricity charges, municipal taxes directly to the appropriate authorities.

p) Get water/electricity connection & meter installed through civil bodies after taking possession of the dwelling units at any cost.

q) Pay such dues and charges levied by the Association promptly and regularly.

r) Discharge such other liabilities as prescribed by the bye-laws and rules framed by the Association/Society.

s) Keep the surroundings neat and clean and in good hygienic condition.

## **17. HANDING OVER**

a) IRWO makes utmost effort to execute the project as per laid down norms with proper quality control. However, the dwelling unit will be offered on 'as is where is' basis and no complaint regarding location, layout, design, construction, quality of materials, workmanship, services etc. will be entertained.

b) Defects and deficiencies observed at the time of handing over may be recorded in the register kept for this purpose at the project site. These will be examined by the Project Manager and rectified to the extent considered necessary by the Project Manager and the Architect. Decision of GM/IRWO in this respect will be final and binding.

c) The defect liability period of the contractor is only one year after virtual completion. Hence, requests for removal of defects received after one year of virtual completion, and not from the date of actual possession, shall not be entertained by the Organisation.

d) After issue of allotment letter, allottees will be given a notice specifying the period in which all formalities must be completed and the possession of the dwelling unit taken. An allottee

who exceeds the notified period will be charged administrative expenses at the following rates per month or as per rates to be decided from time to time.

Type	Within 3 months	After 3 months
I&II	Rs.500/-	Rs.1000/-
III&IV	Rs.1000/-	Rs.2000/-

e) Possession of Dwelling Unit shall be given to the allottee after completion of all formalities prescribed by Organisation and the local authorities, payment of all dues to the Organisation, execution of all deeds required under the rules of the Organisation and the local authorities and obtaining a clearance certificate from the Organisation.

f) In case possession is not taken within six months of the issue of the Allotment Letter, IRWO reserves the right to cancel the allotment and take further action as deemed fit.