

9.9 **Facility Manager:** The Vendor may hand over management and upkeep of all Common Portions to a professional facility management organization (Facility Manager). In this regard, it is clarified that the Facility Manager (1) shall operate, manage and render day to day services with regard to the Common Portions (2) shall levy and collect the Maintenance Charge (3) shall be paid the Maintenance Charge by the Buyer (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial consideration (5) shall merely be the service provider for rendition of services with regard to the Common Portions and (6) may be appointed and/or replaced by the Vendor or the Association (upon formation) from time to time.

10. Residents Club

10.1 **To be Provided by Vendor:** Ideal shall provide a recreational club within the Said Premises/said Complex (Residents Club) upon grant of necessary approvals and permissions, if any, for the same. The name of the Residents Club shall be club(p)lush.

10.2 **Facilities of Residents Club:** The Residents Club shall have recreational/sports/banquet and other facilities.

10.3 **Ownership of Residents Club:** The Buyers of the Said Complex shall be the proportionate owners of the Residents Club including all movable and immovable assets and all other properties thereof.

10.4 **Management and Maintenance of Residents Club:** The Residents Club shall be managed and maintained by the Vendor for a period of 12 months and thereafter by the Association or the Facility Manager. Club charges for a period of 12 (twelve) months, from the Date Of Possession Notice (defined in Clause 9.6.2 above) have been collected as part of Advance Maintenance Charges. This amount shall be fully appropriated by the Vendor without obligation of any accounting. Charges for Pay & Use facilities for the Residents Club shall be chargeable separately during these 12 months period.

10.5 **Costs for Residents Club:** The costs for such management and maintenance shall be paid out of the charges collected for the Residents Club by the Vendor/Facility Manager/Association (upon formation), as the case may be. In case of any deficit, the same shall be payable by all the flat owners of the said Complex proportionately. Such deficit may be either recovered separately and/or be included in the Maintenance Charges at the option of Vendor/Facility Manager/Association (upon formation). The Vendor shall not be required under any circumstance to make any contribution towards the charges to be incurred for the management and/or maintenance of the Residents Club.

10.6 **Rules of Residents Club:** The Vendor shall be entitled to make rules, regulations and/or bye-laws for governing and regulating the user charges, management, maintenance, general administration, running and operation of the Residents Club (Club Rules) which shall be binding on all flat owners as members thereof including the Buyer and the Buyer hereby agrees to abide with all such rules and regulations of the Residents Club.

10.7 **Rights in Residents Club on Transfer:** In case of transfer of the Said Flat And Appurtenances by the Buyer, the Buyer's membership of the Residents Club shall cease and the Buyer's transferee shall automatically become a member of the Residents Club.

10.8 **Usage Charge:** Usage charges/club subscription (Usage Charge) for using facilities at the Residents Club may be charged and revised from time to time by the Vendor or the Association, upon formation as per Club Rules. Guest charges, as applicable may also be charged by the Vendor or the Association, upon formation as per Club Rules. These usage charges will be applicable even during the period the advance maintenance charge are effective.

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10.9 Membership and Usage:

10.9.1 The membership of the Residents Club in respect of each residential flat shall be in the name of one person only. Accordingly, in the event of any residential flat having more than one owner, the co-owners thereof shall nominate from amongst themselves one person for such membership (Member).

10.9.2 In the event of any residential flat not being owned by individuals but by a limited company or a limited liability partnership or a partnership firm or a Hindu Undivided Family or Trust or other body, then one individual shall be nominated by such flat owner for membership of the Residents Club. Change of nominee shall be permitted in accordance with the Club Rules.

10.9.3 In the event of death of any Member, the membership of the Residents Club shall be transferred to the co-owner (if any) of the concerned residential flat and in the event of there being no co-owner, then to one person from amongst the heirs of the Member who is nominated by all the heirs for such purpose.

10.9.4 It is expressly agreed that only the residents who are permanently residing in any of the residential flats in the Said Complex shall be entitled to the use of the Residents Club. However, subject to compliance with the Club Rules, guests may be permitted to use the Club if accompanied by a Member and subject to such conditions and payment of such guest charges as may be fixed or revised from time to time.

10.9.5 The rights of use as also the obligations of the Buyer as a Member of the Residents Club shall be governed by the Club Rules and the Buyer agrees, undertakes and covenants to abide by the Club Rules and to make payment of Club Charge and other expenses as may be fixed and/or revised from time to time as per the Club Rules.

11. Covenants

11.1 **Buyer's Covenants:** The Buyer covenants with the Vendor (which expression includes the Association in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:

11.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, subject to the provisions of Clause 6.1.3 and upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Block/Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Block/Said Complex save and except the Said Flat And Apartments.

11.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay all fees and charges and cause mutation in the name of the Buyer in the records of KMC and the Office of the BL&LRO, if required, within 30 (thirty) days from the date of taking conveyance deed of the Said Flat And Apartments (Date Of Conveyance) and (2) pay the Rates & Taxes (proportionately for the Said Premises and/or the Said Block and/or the Said Complex and wholly for the Said Flat And Apartments from the Date Of Possession Notice and until the Said Flat And Apartments is separately mutated and assessed in favour of the Buyer), on the basis of the bills to be raised by the Vendor/Facility Manager/Association (upon formation)/KMC, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the aforesaid bills.

11.1.3 **Buyer to Pay Maintenance Charge:** Subject to the provisions of Clause 8.3.2 (c) above, the Buyer shall pay Maintenance Charge on the basis of the bills to be raised by the Vendor/Facility Manager/Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Vendor/Facility Manager/Association (upon formation).

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11.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Vendor/Facility Manager/Association (upon formation), within the prescribed due date, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Vendor/Facility Manager/Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services, facilities and utilities shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions including water supply, electricity, user of lift etc.

11.1.5 **Vendor's Charge/Lien:** The Vendor shall have first charge and/or lien over the Said Flat And Apurtenances for all amounts due and payable by the Buyer to the Vendor **provided however** if the Said Flat And Apurtenances is purchased with assistance of a financial institution, then such charge/lien of the Vendor shall stand extinguished on the financial institution provided all dues payable to the Vendor are cleared by the Buyer and/or such financial institution.

11.1.6 **No Obstruction by Buyer to Further Construction:** The Vendor shall be entitled to construct additional/further floors on and above the top roof of the Said Block and/or make other constructions elsewhere on the Said Premises/Said Complex and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the said Complex and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Vendor and/or employees and/or agents and/or contractors of the Vendor shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Buyer results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the said Complex or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any residential flat or portion of the said Complex, then in that event the Buyer shall also be liable to pay to the Vendor compensation and/or damages that may be quantified by the Vendor.

11.1.7 **No Rights of or Obstruction by Buyer:** All open areas in the Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Vendor shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof. It is clarified that all unsold car parking spaces shall continue to be owned and possessed by the Vendor.

11.1.8 **Variable Nature of Land Share and Share in Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share shall be the proportion which the built-up area of the Said Flat bears to the total built-up area of all the Flats in the Said Complex (2) if the area of the Said Block/Said Complex is recomputed by the Vendor, then and in such event, the Land Share and the Share in Common Portions shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer covenants not to demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share and the Share in Common Portions (4) the Land Share and Share in Common Portions are not divisible and partible and (5) the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Vendor, in its absolute discretion.

11.1.9 **Buyer to Participate in Formation of Association:** Subject to the provisions of Clause 8.3.2 (e) above, the Buyer admits and accepts that the Buyer shall join the Association and become a member thereof with voting rights. In this regard, the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by Vendor/Association (upon formation). Notwithstanding formation of the Association, the Facility Manager may look after the maintenance of the Common Portions. Each Transferee will be entitled to cast one vote irrespective of the size of his Flat.

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11.1.10 Obligations of Buyer: The Buyer shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Said Complex and the Common Portions by the Vendor/Facility Manager/Association (upon formation), as applicable.

(b) **Observing Rules:** observe the rules framed from time to time by the Vendor/Facility Manager/Association (upon formation) for the beneficial common enjoyment of the Said Block, the Said Complex and the Common Portions.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances from the Date Of Fit out.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendor or to other flat owners. The main electric meter shall be installed only at the common meter space. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Said Complex, the Said Premises and outside walls of the Said Block save in the manner indicated by the Vendor/Facility Manager/Association (upon formation).

(e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **Maintenance of Said Flat:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes etc. inside the Said Flat, at the cost of the Buyer.

(g) **Use of Common Toilets:** ensure that the domestic help/service providers visiting the Said Flat use only the common toilets and while so using, keep the common toilets clean and dry.

(h) **Use of Spittoons/Dustbins:** use the spittoons/dustbins located at various places in the Said Complex.

(i) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat.

(j) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances, the Said Block and/or the Said Complex. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block and/or the roof thereof. In the event the Vendor and/or the Association and/or the Sanctioning Authority comes to know of any change made by the Buyer then the Vendor and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Flat at the cost of the Buyer. In the event any change is made by the Buyer after the Date Of Conveyance, then also the Vendor and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Flat to its original position at the cost of the Buyer. The Buyer shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Buyer.

(k) **No Air Conditioning Without Permission:** not install such type of air-conditioners (window or split), since the same is being installed by the Vendor.

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- (f) **No Collapsible Gate:** not install any collapsible gate outside the main door/entrance of the Said Flat.
- (m) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (n) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (o) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (p) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (q) **No Obstruction to Vendor/Facility Manager /Association:** not obstruct the Vendor/Facility Manager/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Vendor in constructing on other portions of the Said Block/Said Complex/Said Premises and selling or granting rights to any person on any part of the Said Block/Said Complex/Said Premises.
- (r) **No Obstruction of Common Portions:** not obstruct the pathways and passages of the Common Portions or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (s) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Vendor/Facility Manager/Association (upon formation) for the use of the Common Portions.
- (t) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- (u) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any, the Said Block, the Common Portions, the Said Complex and the Said Premises, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (v) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat, the Parking Space, if any, the Common Portions, the Said Block, the Said Complex and the Said Premises.
- (w) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Block/Said Complex save at the place or places provided therefor provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (x) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (y) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (z) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.

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(aa) **No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer or the family members, invitees, servants, agents or employees of the Buyer, the Buyer shall compensate for the same.

(ab) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.

(ac) **No Smoking in Public Places:** not smoke in public places of the Said Complex and the Buyer and the Buyer's guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.

(ad) **No Plucking Flowers:** not pluck flowers or stems from the gardens.

(ae) **No Littering:** not throw or allow to be thrown litter in the Common Portions of the Said Block/Said Complex.

(af) **No Trespassing:** not trespass or allow trespass over lawns and green plants within the Said Complex.

(ag) **No Overloading Lifts:** not overload the passenger lifts and move goods only through the staircase of the Said Block.

(ah) **No Use of Lifts in Case of Fire:** not use the lifts in case of fire.

(ai) **No Covering of Common Portions:** not cover the Common Portions, fire exits and balconies/terraces (if any) of the Said Flat.

(aj) **Pay Service Tax, etc.:** to make payment of applicable Service Tax that may be payable in respect of all amounts to be paid by the Buyer to the Vendor/the Facility Manager and/or Association in terms of this Agreement as also to pay all others taxes payable by the Buyer in terms of this Agreement.

11.1.11 **Notification regarding Letting/Transfer:** If the Buyer lets out or transfers the Said Flat And Apurtenances, the Buyer shall immediately notify the Vendor/Facility Manager/Association (upon formation) of the tenant's/transferor's address and telephone number.

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11.1.12 **No Right in Other Areas:** The Buyer shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Said Premises/Said Block save and except the Said Flat and Apurtenances and the Buyer shall not raise any dispute or make any claim with regard to the Vendor either constructing or not constructing on the said other portions of the Said Premises/Said Complex.

11.1.13 **Roof Rights:** The user right of the top roof of any Block shall remain common to all flat owners of the Said Block (Common Roof) and all common installations such as water tank and lift machine room shall be situated on the Common Roof. The Vendor shall always have the right of further construction on the entirety of the top roof and the Buyer specifically agrees not to do any act that prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all flat owners of the Said Block. The Vendor shall be entitled to shift any installations like lift room, water tank etc. erected upon the Common Portions to such top/ultimate roof upon further construction and also to make available the Common Portions and all utility connections and facilities to the additional/further constructions.

11.1.14 **Acceptance of Green Building Norms:** The Vendor intends to make the Said Building compliant with the norms of the Indian Green Building Council (IGBC) Green Homes Certification and the Buyer has agreed and accepted such intention of the Vendor and has further agreed to abide by all rules, regulations and stipulations in this regard.

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