

*insert the location of the Car Parking/covered parking], (“Car Parking”)* now in course of construction on the said Land **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common Parts, Portions & Areas)**

**I) Areas:**

- a) Entrance and exits to the Premises and the New Building
- b) Boundary walls and main gate of the premises.
- c) Staircase, stair head room and lobbies on all the floor of the New Building.
- d) Vertical Shaft
- e) Entrance Lobby, electric /utility room, water pump room, generator room (if any)
- f) Common installations on the roof
- g) Ultimate roof above the top floor of the New Building
- h) Common lavatory at the ground floor for janitors

**II) Water, Plumbing and Drainage:**

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use)
- b) Water supply system
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Unit /or exclusively for its use).

**III) Electric Installation:**

- a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and /or exclusively for its use)

- b) Lighting of the Common Portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- d) Elevators

**IV) Others:**

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the Co-owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(EASEMENTS OR QUASI-EASEMENTS OF PROMOTER)**

(The under-mentioned rights easements and quasi easements privileges and appurtenances shall be reserved in the said building for the Promoter/Developer and the agents or the facility managers appointed by them)

- 1) The right in common with the purchaser and /or other person or persons entitled to the other part or parts of the building as aforesaid for the ownership and use of common part or parts of the building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
- 2) The right of passage in common with the purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said unit) of the other part or parts of building through the pipes, drains, wires, conducts lying or being under through or over the said flat/unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the building for all purposes whatsoever.
- 3) The right of protection for other portions of the building by all parts of the said flat/unit as far as they now protect the same or as may otherwise become vested in the purchaser by means of structural alterations to the said flat/unit

or otherwise in any manner to lessen or diminish the support at present enjoyed by other parts of the building.

- 4) The right of the Promoter and / or occupier or occupiers / holding organization/ facility managers/ agents the purpose of ingress and egress to and from such other parts of the building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the new building.
- 5) The right of the Promoter /developer/holding manager/facility managers (or their authorized agents) with or without workmen and necessary materials to enter from time upon the said flat/unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead reservoir, firefighting equipment as aforesaid PROVIDED ALWAYS the vendor/developer/holding organization facility managers and other person or persons shall give to the purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**EASEMENTS OF PURCHASER / ALLOTEE**

1. The purchaser shall be entitled to all rights privileges vertical and lateral supports easement, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the said flat/unit or herewith usually held occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING upto the Promoter/developer/holding organization / facility manager and their agents the right easements, quasi-easements privileges and appurtenances hereinbefore contained and those others hereinafter more particularly set forth in the sixth schedule hereto.
- 2 The rights of access and passage in common with the Promoter/developer/holding organization /facility manager and their agents and other occupiers of then said building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common area installation and facilities in the building and the said premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said flat/unit with or

without vehicles over and along the drive -ways and pathways of the building comprised in the said premises PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the purchaser or any person deriving title under the purchaser or the servants agents employees and invitees of the purchaser to obstruct in any way by vehicles, deposit of material , rubbish or otherwise the passage driveways and pathways in the said building.

4. The right of support shelter and protection of the said /unit by or from all parts of the building so far they now support shelter or protect the same .

5. The right of passage in common as aforesaid electricity water and soil from and to the said unit through pipes drains wires and conduits lying or being in under through or over the building and the said premises so far may be reasonable necessary for the beneficial occupation of the said flat/unit and for all purpose whatsoever.

6. The right with or without workmen and necessary material for the purchaser to enter from time to time upon the other parts of the building and the said premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention so to enter to the Promoter /holding organization /facility manager and their agents and other occupiers of the other flats/units and portions of the building.

7. The purchaser shall be liable to pay the proportionate of the maintenance charges more fully described in seventh schedule hereunder written for the enjoyment of the common areas/parts/portions facilities and utilities to the Promoter/developer or the facility managers /agents appointed by the Promoter /flat owners for the purpose of maintenance of the same and to the holding organization or facility manager appointed by the said holding organization upon transfer of the management and maintenance of the common parts and portions of the building to the holding organization promoted by the co-owners. The Purchaser shall not dispute the proportion or the rate of such common Area Maintenance charges determined and / or levied by the Promoter and / or the Holding Organization.

8. The Purchaser shall obtain the electric connection to the said Flat/Unit at its own cost and pay the same in respect of the same punctually.

9. The Purchaser shall pay its Municipal rates and taxes punctually .

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(RESTRICTIONS/HOUSE RULES)**

1. As from the date of possession of the Said Flat/Unit, the Purchaser agrees and covenants:
2. To co-operate with the Vendor / Developer and /or Association in the management and maintenance of the said building;
3. To observe the rules and regulations as may be framed from time to time by the Vendor / and /or Association in respect of the said Housing Complex and/or Building;
4. To allow the authorized representatives of the Vendor and /or Association with or without workmen to enter into the said flat / unit for the purpose of maintenance and repairs;
5. To pay the charges of the electricity and other utilities in or relating to the said flat wholly for the Said Flat and proportionately in relating to the common parts;
6. Not to sub-divide the said unit and/or the car parking space, if allotted, or any portion thereof;
7. Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the said flat/unit or in the said building and/or compound or in any portion of the Building or in the common parts save at the places indicated therefor;
8. Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Flat/Unit or in the common areas and not to block any common areas and not to block and common area of the Building in any manner;
9. Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any flat / unit;
10. Not to hang from or attach to the beams or rafters and article or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof;
11. Not to fix or install air- conditioner/s in the Said Flat/Unit save except at the place / s which have specified in the Said Flat/Unit for the same;
12. Not to do or cause anything to be done in or around the Said Flat/Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Flat/Unit or to the flooring or ceiling of the Said Flat/Unit or any other portion over or below the Said Flat/Unit or adjacent to the Said Flat/Unit in any manner and not to interfere with the use and rights and

enjoyment of any open spaces, passages or amenities available for common use;

13. Not to damage or demolish or cause to be damaged or demolished the Said Flat/Unit or any part thereof or the fittings and fixtures affixed thereto;
14. Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Flat/Unit;
15. Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the architect;
16. Not to fix or install any antenna on the roof of the said building or any window antenna.
17. Not to make in the Said Flat/Unit any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the vendor and/or concerned authority;
18. Not to use the Said Flat/Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage, discomfort, nuisance or inconvenience to the other users and occupiers of the said premises and the neighbouring premises and shall not use the said flat for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, dance classes or tutorial classes, clinic, gymnasium, godown or as a meeting place or for any manufacturing or industrial activity;
19. Not to use the car parking space, if any allotted to the unit holders, or permit the same to be used for any other purpose whatsoever other than for the parking of the unit holders' own car and to raise or put up any kutcha or pucca construction, grilles, wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;
20. Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/they/it, it being clarified that in case the Purchasers have been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicles or combination of vehicles, such as a four wheeler with a two wheeler etc.;

21. To use only those common areas as are mentioned in the THIRD SCHEDULE hereto, for ingress or egress to the Said Flat/Unit , in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and /or the Sais Housing Complex.
22. To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Flat/Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising there from;
23. Not to put affix any sign- boards, glow sign, name plates or other things or other similar articles in any of the common areas or outside walls and doors of the Said Flat/Unit save at the place and in the manner expressly permitted in writing by the Vendor;
24. Not to obstruct or object to the Vendor /Developer doing or permitting any one to do any construction, alteration or work in the Said premises and/or the Building;
25. Not to affix or draw any wires, cables or pipes etc., from and to or through any of the common areas or other flats;
26. The Purchaser shall have only the proportionate right and interest in the common parts of the building (saved those reserved unto the Vendor) and shall not do any act deed or thing which may in any way present and/or restrict the rights and liberties of the Vendor/ Developer.
27. To regularly and punctually pay and discharge to the Vendor or the Association or the concerned statutory semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other out going in the respect of the Said Flat/Unit and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the THIRD SCHEDULE hereunder written in advance within the 7<sup>th</sup> day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Flat/Unit has been taken or not by the Purchaser.
28. The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Vendor and/or association shall be conclusive and final. The purchaser shall not be entitled to dispute or question the same.
29. So long as each Flat in the building is not separately assessed and mutated, the Purchaser shall from the deemed date of possession, whichever be earlier,

- be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Vendor/Developer on the basis of the area of the said Flat/Unit.
30. After taking delivery of the said flat, the purchaser shall take steps to have the Said Flat separately assessed and mutated. The purchaser shall be liable and responsible for all the costs and consequences of non – observance of this clause.
  31. In case the Purchaser defaults or delays in making the payment of all the aforesaid expenses, then the Vendor and/or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Flat/Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition, the Said Flat/Unit shall be deemed to be charged in favour of the Vendor/Developer or the association as the case may be, for all such amounts falling due together with interest.
  32. In case the Vender and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and / or arrears, pay compensation for the loss and/or damages suffered by the Vendor or the Association and also interest at the rate of 2% per month for the period of default on all amounts remaining unpaid together with reconnection charges.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. All costs of maintenance, operations, repairs, replacements, services and the whitewashing, painting building reconstruction decoration, redecorating all the common Area/Parts, its fixture fittings, electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupiers of the building in respect of the common parts, portions, areas, amenities more particularly described in the **THIRD SCHEDULE**.
2. The salaries and other expenses incurred for and payable to any persons, if employed for common purpose including security, electrician, maintenance, plumbing, administration of the Building, accountant, clerks, sweepers etc.
3. Insurance premium for insuring the Building and every part thereof against earthquake, damages, fire, mob, violence, civil, commotion etc. if insured.

4. Expenses for supplies of common utilities, including electricity water charges etc. payable to any concerned authorities and/or organization and/or person concerned and payments of all charges incidental thereto.
5. Sinking fund and other contribution.
6. Municipal and all other rates and taxes and levies government revenue and all other outgoings expenses which may be incurred in respect of the premises in question.
7. Costs of establishment and for operational activities of the Developer or the association relating to common purposes.
8. All such other expenses and out goings as are deemed by the Developer and / or to Association to be necessary for or incidental to or replacement, renovation, painting and/or repainting of the common parts/ area outer walls of the Building.
9. Electricity Expenses for lighting of the common Areas, outer walls of the Building and for operation of the entire common parts.
10. Expenses for additional facilities, if any.
11. Cost of upkeep repair, maintenance and running of the generator set.

SIGNED AND DELIVERED by the  
OWNERS at the Kolkata in the presence of:

SIGNED AND DELIVERED by the  
PROMOTER at the Kolkata in the presence of:

SIGNED AND DELIVERED by the  
PURCHASER at the Kolkata in the presence of:

