

**RULES & REGULATIONS
of
THE PINK CITY XENOVALLEY (RRPC)**

Version-01

**Implemented by:
XENOVALLEY MODEL TOWN (PVT.) LTD.
and
PINK CITY HOME OWNERS ASSOCIATION (PROPOSED)**

English Version

In the name of Allah, the most beneficent, the most merciful

**Rules and Regulations
of
The Pink City Xenovalley
(RRPC)**

This will be called as “The Rules & Regulations of the Pink City Xenovalley” hereinafter called as “RRPC” and shall be required to declare by each and every purchaser of residential and commercial home, shop and office units through a registered deed and each and every purchaser shall be required to comply this rules and regulations both individually and severally.

The complete context of the Rules and Regulations of the Pink City Xenovalley, hereinafter called as “RRPC”, has been consisting of 5 (Five) Chapters-

Chapter-1 contains Principles of RRPC

Chapter-2 contains Definitions

Chapter-3 contains Rules & Regulations

Chapter-4 contains Ammendments of RRPC (provisions for future)

Chapter-5 contains Declaration (Affidavit)

Chapter-1

PRINCIPLES OF RRPC

Section 1 Developer's Desire

The Pink City Xenovalley Phase-1 has been developed and built by Xenovalley Model Town (Pvt) Ltd over the landed properties where there are residential homes (also called as private homes), shop-lots, commercial & economic outlets and above all there is significant volume of Common Properties consisting of main entrance road and other internal roads, pavements, foot-paths, green turfs, trees & bushes, islands, parks, walk-ways, lake and lake-side landscaping, utilities and service systems, etc. Besides this, each and every unit either residential and commercial, has appropriate open spaces in front of the building paved with green landscaping. Xenovalley Model Town (Pvt) Ltd, the Developer & Builder of this planned city (hereinafter called as "Developer & Builder") strongly desires to maintain these open spaces and Common Properties permanently as per their initial design and specifications for the benefits of the whole community. The Developer & Builder also desires to keep the eco-friendly environment created through the landscaping and plantation within the unit premises and in the common areas ever-lasting and maintain these with proper care and nutrition.

Section 2 Right of Easement

Each and every member of a Lot or Living Unit shall have a right and easement of enjoyment in and to the Common Properties (for himself/herself, his/her immediate household and guests), in common with all others entitled to use the same and such easement shall be appurtenant to and shall be passed with the title to each and every Lot or Living Unit.

Section 3 Maintenance Fees & Charges

Each and every member of a Lot or Living Unit shall be required to pay appropriate fees and charges per month applicable to maintain the entire Properties including the Common Properties timely and regularly. This shall include proportionate Utility bills which are under the responsibility of the Township Management such as Water & Sewerage, Generator, Cable TV etc, proportionate maintenance fee and service charge, all kinds of fees and charges caused by violation of this RRPC, penalties and delay charges applicable as the cases may be and other fees and charges as may be determined by the Developer & Builder (or by the Association, after handing over the title to the Association) as per the rules and procedures of RRPC. The authority of collection of maintenance fees

and charges and their expenditure shall be vested upon the Developer & Builder and its successors and assigns as long as the right, title and ownership of the Common Properties is retained by them.

Section 4 Right, Title and Ownership of the Common Properties

The Developer & Builder shall retain the legal title, right and ownership of the Common Properties until such time as the construction and development works of all the phases of the Pink City Xenovalley have been completed and finished in all aspects, and until such time, as in the opinion of the Developer & Builder, the Association is able to maintain the same properly, but notwithstanding any provisions herein, the Developer & Builder hereby covenants for itself and its successors and assigns there it shall convey the right, title and ownership of the Common Properties to the Association upon a consideration value in future as it deems fit and justified.

Section 5 Architectural Control Committee (ACC)

To incorporate, adopt and apply appropriate modifications, alterations and revisions in the design and planning specifications of the Pink City Xenovalley Township an expert committee named "Architectural Control Committee (ACC)" shall be engaged to formulate, implement and control necessary and essential Architectural, Structural, Electrical, Plumbing, Landscape etc, design and planning specifications appropriate and suitable for the entire city, and also to process and execute different requests from individual owner of any Lot or Unit Cluster Parcel through prescribed format. For any type of modification, change or alteration request submitted by any individual owner of a Lot or Unit Cluster Parcel mentioning the desired plans and specifications showing the nature, kind, shape, heights, materials and location of the same, the decision of the Architectural Control Committee (ACC) shall be final and binding upon that owner. The Architectural Control Committee (ACC) shall be formed and appointed by the Developer & Builder and after handing over of the right, title and ownership of the Common Properties to the Association, the Association shall be entitled to nominate one (1) representative member in the said committee.

Section 6 Management Committee & it's Office

To do, execute and perform effective and appropriate activities regarding the maintenance operation of the Properties of the Pink City Xenovalley Phase-1, there shall be a Management Committee & it's Office organised and controlled by the Developer & Builder. The members of the Management Committee and office staffs and officers for its Office shall be appointed by the Developer & Builder. The owners and their Association both individually and severally shall be responsible to cooperate the Management Committee and the staffs and officers of its Office in performing their duties and responsibilities. After handing over of the right, title and ownership of the Common

Properties to the Association, the Management Committee appointed by the Developer and Builder will be desloved and the Management Office along with its employees, logistics and accounts shall be handed over to the Association.

Section7 Authority of Architectural Control

The Pink City Xenovalley Phase-1 and its other Phases are comprised of Integrated Design and Built-in clasified Township planning with environment-friendly landscapes and appropriate green density. Any form of unplanned expansion, deviation and distortion from the standard formats of Architectural, Structural, Electrical, Plumbing, Landscape etc, design and specifications shall affect the integrity of the total township. Hence, any form, style and approach of discreate expansion, deviation, distortion from the prescribed standard of the Architectural, Structural, Electrical, Plumbing, Landscape etc, design and specifications shall never be done by any individual owner or group whatsoever at least for a continuous period of 50 (Fifty) years from the date of handover. Therefore the authority of Architectural Control of the Pink City Xenovalley Phase-1 shall be retained by the Developer & Builder and its successors and assigns until 25 (Twenty Five) years from the 1st date of registration of the Sale Deed of the owners, and each and every owner of a Lot or Living Unit shall declare and pass it with the registered deed of his/her property title.

Chapter-2

DEFINITIONS

Section 1.

“Association” shall mean and refer to the PINK CITY HOME OWNERS ASSOCIATION to be formed with the Owners of Phase-1 of the Pink City Xenovalley.

Section 2.

“The Properties” shall mean and refer to the landed properties included in the Phase-1 of the Pink City Xenovalley in the North-starting partly from the northern edge of Road No. 01, partly from the northern boundary lines of the residential lots (special BX-3 homes) and partly from the Khilkhet-Isapura road, up to the middle point between Road No.08 and Road No.09 in the South, and again Dumni Lake in the West up to project boundary wall in the East.

Section 3.

“Common Properties” shall mean and refer to those areas of land where infrastructural facilities such as roads, pavements, lakes and parks, utilities and other easements has been built for common use. More explicitly Common Properties consisting of main entrance road and internal roads, pavements, foot-paths, green turfs, trees & bushes, road-side landscaping, islands, parks, walk-ways, lake and lake-side landscaping, utilities and service systems, etc.

Section 4.

“Living Unit” shall mean and refer to any duplex home building, or any portion of a building, or any unit of Private Home Property, situated within the Properties, designed and intended for use and occupancy as a residence by a single family.

Section 5.

“Lot” shall mean and refer to any individual duplex home unit of different type and specification shown on the layout plan of the Properties with the exception of Common Properties as heretofore defined.

Section 6.

“Unit Cluster Parcel” shall mean and refer to those areas of land shown on the layout plan of the Properties and intended to be devoted to the uses allowed by private and personalised residence capacity with a Single Family Private Home, or any other definition passed by the regulatory body of RAJUK regarding Single Family Detached Housing and Cluster Developments.

Section 7.

“Owner” shall mean and refer to the record owner, whether one of more persons or entities, of the fee simple title to any Lot of Living Unit situated upon the Properties, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

Section 8.

“Unit” shall mean and refer to any individual duplex home unit of different type and specification such as Duplex Private Home of Type-X3, Type X-4, Type X-5

Section 9.

“Unit Open Area” shall mean and refer to the open space of any individual duplex home unit in the front and other sides of the unit including the Landscaped Lawn area, Driveway, side and rear setback areas located within the boundary walls.

Section 10.

“The Developer & Builder” shall mean and refer to XENOVALLEY MODEL TOWN (PVT) LTD., a corporation registered and operated under the company laws of Government of Bangladesh, and its, representatives, successors and assigns, including but not limited to all sister concerns and subsidiary companies of the Developer & Builder who are engaged in the Pink City Xenovalley Phase-1, whether registered company, partnership body or other entities existing under the company laws of Government of Bangladesh.

Chapter-3

RULES & REGULATIONS

Section 1 Building Use

No Owner shall occupy or use his/her Unit, or permit the same or any portion thereof to be occupied or used, for any purpose other than a private single-family residence for such Owner and his/her family or his/her tenants, social guest, servants, employees and invitees.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.10,000/= (Taka Ten Thousand Only) depending on the nature and severity of the violation.

Section 2 Land Use.

No industry, business, trade, occupation or profession of any kind whether for commercial, religious, educational, charitable, or other purpose shall be conducted, maintained or permitted on any Lot of in any Living Unit except such as may be permitted by the Developer & Builder, and except that-

(a) The Development may perform or cause to be performed such work and conduct such activities as are incident to the completion of the development and construction of the Properties, and to the sale or lease of Lots or Living Units, including but not limited to the maintaining of model houses, and sales offices by the Developer & Builder. Nothing herein contained shall restrict the right to the Developer & Builder to delegate or assign, its rights hereunder to an authorized builder, building company or other person, firm or entity.

(b) The Association, after handing over the right, title and ownership of the Common Properties along with the responsibilities of maintenance by the Developer & Builder to the Association, or its agent or representative may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Lot, Living Unit, Common Property, or Association Property.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.50,000/= (Taka Fifty Thousand Only) depending on the nature and severity of the violation.

Section 3. Architectural Control.

No building, fence, shed, wall or other structure shall be commenced, erected or maintained upon the Properties except by the Developer & Builder, or its authorized builder, building company, or other person, firm or entity. The Architecture and Structural design and specification of the Properties shall be kept intact and undistorted unless there is any severe damage or destruction caused by natural forces, and in that case appropriate modification may be done by any owner after getting written approval from the Architectural Committee Committee (ACC). No interior addition to or change or alteration to the Properties shall be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same have been submitted to and approved in writing as to harmony or external design and relocation in relation to surrounding structures and topography by the Architectural Committee Committee (ACC) appointed by the Developer & Builder.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.25,000/= (Taka Twenty Five Thousand Only) depending on the nature and severity of the violation.

Section 4 Home Maintenance

Each Owner of a Unit shall be solely responsible for the maintenance of the Detached Dwelling or Private Home in which located, and shall maintain the same in a clean, sanitary, safe and attractive condition making all structural repairs as there may be required. Subject to the compliance of the regulations of the Architectural Control Committee, all exterior portions of each home shall be maintained, including the cleaning, painting, repair, reconstruction and replacement of all or any portion thereof, in order to preserve, protect and maintain the attractive appearance and value thereof. If an Owner fails to maintain his home or make repairs thereto in the manner required hereby, or as may be deemed necessary in the judgement of the Management Committee (currently engaged and appointed by the Developer & Builder and after handing over the right, title and ownership of the Common Properties to the Association, then Association) to preserve and protect the attractive appearance and value of the Project, the Management Committee shall give written notice to such Owner, stating with particularity of the work, maintenance or repair which the Management Committee finds to be required, and requesting that same be carried out within a period of Maximum Sixty (60) days from the giving of such notice. If such Owner fails to carry out such work, maintenance or repair within the period specified by the notice, the Management Committee shall cause a financial penalty starting from BBDT.500/= (Taka Five Hundred Only) up to BDT.15,000/= (Taka Fifteen Thousand Only) depending on the nature and severity of the violation.

Section 5. Nuisances.

No noxious, offensive or illegal activity shall be carried on, nor shall anything be done or placed in or upon any portion of the building area or Unit Open Area or Common Property area, either willfully or negligently which is or may become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the use and enjoyment of their Units or of the Unit Open Area or in the use and enjoyment of their property. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices approved for use by the Management Office which are used exclusively to protect Persons or property located in or on the Project, shall be placed in or used in or upon any portion of the Project. This Section shall not preclude the use and operation of stereos, radios, televisions or musical instruments where the volume is maintained at a reasonable level.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.10,000/= (Taka Ten Thousand Only) depending on the nature and severity of the violation.

Section 6. Motor Vehicles.

No cycles, motorcycles, motorbikes, minibikes, rickshaws, rickshaw-vans, tractors, trailers or any other similar motorized or non-motorised vehicles, shall be permitted on any part of the Common Properties.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.10,000/= (Taka Ten Thousand Only) depending on the nature and severity of the violation.

Section 7. Temporary Structures.

No temporary building or structure including, but not limited to, tents, shacks, and storage sheds etc, shall be erected or placed upon any Lot of Unit Cluster Parcel without prior approval of the Architectural Committee Committee (ACC). No such temporary building or structure nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot of Unit Cluster Parcel at any time as a residence either temporarily or permanently. Nothing herein contained shall prohibit the erection and maintenance of temporary structures as approved by the Developer & Builder incident to the development and construction of the Properties.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.50,000/= (Taka Fifty Thousand Only) depending on the nature and severity of the violation.

Section 8. Garage and Parking Facilities.

Every single-family residence of this township has been provided with at least one parking facilities either covered or open in the driveway at the frontal part of the building. For the X-4 and X-5 categories this parking is covered by roof and for X-3 category this parking is open to the sky. If any owner wants to cover his/her parking with a shed or canopy (applicable for the X-3 type units only), then he/she needs to apply to the Architectural Committee Committee (ACC) in the prescribed format and after getting approval of the same, the desired shed or canopy will be built by the Developer & Builder or its nominated agent and the entire costs for that modificational work shall be borne by the owner. The extra spaces of the driveway may be used for temporary parking but no shed or overhead covering shall be allowed. No portion of the driveway or the parking area shall be used for other purposes such as storing materials, household wastage and abandoned materials etc which may affect the neatness of the environment and diminish the beauty of the neighbourhood.

Violation of this Section shall cause a financial penalty starting from BDT.5,000/= (Taka Five Thousand Only) up to BDT.15,000/= (Taka Fifteen Thousand Only) depending on the nature and severity of the violation.

Section 9. Storage and Parking of Vehicles.

No commercial vehicle, truck, tractor, recreational vehicle, travel trailer, boat, boat trailer, mobile home or trailer (either with or without wheels) or any other transportation devices of any kind excepting only noncommercial private automobiles shall be stored or kept on the parking area or the driveway within the boundary wall and gate of any individual Lot or Living Unit. The circulation areas of the Common Properties such as the internal roads, footpaths, green turfs and other parks and landscape areas shall not be used for storage, loading and unloading materials, parking of vehicles of any kind. In case of extreme necessity for parking of any non-commercial private vehicle of any individual Owner of a Lot or Living Unit for a night-halt period, prior permission from the Management Office shall be required and in that case the frontal part of the unit adjacent to the boundary wall will be used carefully for the said parking without hampering the traffic circulation.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.10,000/= (Taka Ten Thousand Only) depending on the nature and severity of the violation.

Section 10. Signboards.

No Owner shall display to the public view on or from any Lot or Unit Cluster Parcel or on the Common Property area any signboard, notice, nameplate, card or advertisement of any kind or

nature without the approval of the Architectural Control Committee (ACC), provided that (i) a signboard of customary and reasonable dimensions advertising the sale or rental of a Unit, which signs in of a professional type and dignified appearance, may be placed on the Unit or on the specific place of the Common Property area, and (ii) facilities for the receipt of mail and packages of customary design and reasonable dimensions, with associated nameplates, may be located on the Project at such places as required for the efficient delivery of such mail and packages. Developer & Builder shall have the right to erect and maintain such signboards pertaining to the Properties as it may determine, which signboards may be placed upon any Lot owned by Developer & Builder and/or any Common Properties.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.5,000/= (Taka Five Thousand Only) depending on the nature and severity of the violation.

Section 11. Excavation and Mining Operations.

No excavation, gas or oil drillings, gas or oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot of Unit Cluster Parcel nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot of Unit Cluster Parcel. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Unit Cluster Parcel.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.10,000/= (Taka Ten Thousand Only) depending on the nature and severity of the violation.

Section 12. Pets

No bird, reptile or animal of any kind shall be raised, bred or kept in any Lot or Unit Cluster Parcel either inside the building area or in the Unit Open Area, or in any Common Property Area, except that dogs, cats or other domestic household pets may be kept in a Unit and permitted upon the Unit Open Area surrounding the boundary walls of that Unit and upon any other portion of the Common Property Area designated therefor by the Management, provided that no bird, reptile or animal of any kind shall be kept, bred or maintained (i) for any commercial purpose, (ii) in unreasonable numbers or (iii) for any purpose if there would be involved an odor or noise such as would unreasonably disturb the use and enjoyment of any portion of the Project by other Owners. The Owner of any pet shall and does hereby indemnify all other Owners, the Association, the Developer, the Management and its officers and agents and agree to hold each of them harmless from and

against any and all loss, cost, liability or expense of any kind or character whatsoever arising from or growing out of his having such pet within the Project. Any inconvenience, damage or injury caused by such domestic pet or pets shall be the responsibility of the Owner to whom such pet belongs. In no event shall any such domestic pet or pets be permitted in or on any portion of the Common Property Area except the Unit Open Area surrounded by boundary walls of an Owner's Unit unless carried or on a leash.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.15,000/= (Taka Fifteen Thousand Only) depending on the nature and severity of the violation.

Section 13. Garbage and Refuse Disposal.

No Owner or Occupant of any Lot of Living Unit shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, Unit Cluster Parcel or on any other part of the Properties or on any public street or other public property or in any lake, canal or water course nor permit any other person to deposit such materials on any property owned by, or in the possession of, such Owner or Occupant. An Owner or Occupant of any Lot of Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection provided any such garbage is kept in sanitary containers which shall be subject to regulation by the ACC, which containers and refuse, except of the day scheduled for garbage and rubbish collection, shall be kept from public view.

As used in this Section 13, "waste material" shall mean any material which has been discarded or abandoned or any material no longer in use; and without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper products and other combustible materials or substances no longer in use, or if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass or other non-combustible materials or substances no longer in use, or if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or if unused, those discarded or abandoned.

As used in this Section 13, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semi-trailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-aircraft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device

of any kind the operation of which requires issuance of a license by the Government of Bangladesh or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.10,000/= (Taka Ten Thousand Only) depending on the nature and severity of the violation.

Section 14. Maintenance of the Landscape Area

Each and every Owner of any Lot or Unit Cluster Parcel shall be required to plant (if not provided at the time of handover of the unit, if provided then maintain) green grasses on the lawn area in front of his/her building and other areas within the boundary walls as per the design and specification of his/her unit. The said plantation must be performed with adequate soiling and manure so that the grasses can grow appropriately. There are some varieties of green grasses recommended for plantation, such as Taiwanis Grass, Australian Grass, Cow-Grass etc. The Owner shall also be required to water those grasses in a regular basis. Thus each Owner shall maintain the lawn area in front of his/her building and other areas within the boundary walls in such ways that-

(a) All grass, hedges, shrubs, vines and mass planting of any type shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants, which die, shall be properly removed and replaced with comparable plants. The maximum allowable height of the grass in the lawn and other areas is **Four (4) Inches** and the hedges, shrubs, etc is **Twenty (20) Inches**. The trees shall be maintained as per their specifications.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste materials or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of the front lawn and other areas within the boundary walls, which would render it unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity.

(c) No building material of any kind or character shall be placed or stored upon the Lawn and Landscape area so as to diminish or destroy the green ground of the Unit premises. In case of any temporary storage of materials for the maintenance work of the building or any works approved by the Architectural Control Committee (ACC), the inner portion of the driveway shall be used in confined manner and such use shall not be more than Thirty (30) days.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.15,000/= (Taka Fifteen Thousand Only) depending on the nature and severity of the violation.

Section 15. Sight Lines.

No Owner of any Lot or Unit Cluster Parcel shall put or place any rigid fence, solid wall, hedge or shrub plantation at the front boundary line of his/her unit which obstructs sight lines at elevation **three (3) feet** above the internal roadways. No rigid fence, solid wall, hedge or shrub plantation which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot of Unit Cluster Parcel within the triangular area formed by the street property lines and a line connecting them at points **fifteen (15) feet** from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot or Unit Cluster Parcel within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.5,000/= (Taka Five Thousand Only) depending on the nature and severity of the violation.

Section 16. Land Near Parks and Lake.

No building shall be placed nor shall any material or refuse be placed or stored on any Lot of Unit Cluster Parcel within **twenty (20) feet** of the property line of any park or edge of any open water course or lake, except that clean fill may be placed nearer provided that the lake or natural water course is not altered or blocked by such fill.

Violation of this Section shall cause a financial penalty starting from BDT.5,000/= (Taka Five Thousand Only) up to BDT.5,000/= (Taka Five Thousand Only) depending on the nature and severity of the violation.

Section 17. Trash Refuse.

No unconcealed trash or rubbish containers or similar items visible from any Street or any of the Recreation Facilities shall be kept or maintained on the Project, nor shall any cloth, curtains, rugs or mops, dust, dirt or other articles or substance be hung, shaken, swept or thrown from any door or

window.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.5,000/= (Taka Five Thousand Only) depending on the nature and severity of the violation.

Section 18. Unit Open Area Maintenance.

The Owner of each Lot or Unit Cluster Parcel shall provide reasonable maintenance with timely and regularly cleaning, sweeping, brushing etc upon the open areas of each Lot or Unit Cluster Parcel including the driveways, sewerage pits, drains, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, drains, catch basins, sewers, traps and all other exterior improvements.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.5,000/= (Taka Five Thousand Only) depending on the nature and severity of the violation.

Section 19. Utilities & Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved in favor of the Developer & Builder until handover of the title to the Association, over the rear **four (4) feet** of each Lot and where required on each Unit Cluster Parcel within the Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels. The easement area of each Lot and Unit Cluster Parcel and all improvements therein shall be maintained continuously by the Owner thereof except for those improvements therein for which a public authority or public utility is responsible. The Developer & Builder, until handover of the title to the Association, and thereafter, the Association shall be empowered to assign such easements to the municipality or to the appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each Lot or Unit Cluster Parcel at any place as required in order to make any such installation or maintenance within the easement.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.10,000/= (Taka Ten Thousand Only) depending on the nature and severity of the violation.

Section 20. Bills of Utilities & Service Charges.

Each Owner or Occupant of any Lot of Living Unit shall be required to pay individual Bills

of the Utilities such as Electricity, Telephone, Cable TV etc to the respective service provisers. The water supply, sewerage & drainage system has been installed in the phase-1 of the Pink City Xenovalley from the Central Distribution site where WASA controlled water metres installed. Thus the water & sewerage bill for individual owner is calculated from the proportionate share of his/her unit. Main lines for Gas supply has not yet been made available at the proximity of the project. Power back-up system i.e. Generator lines are provided for a limited capacity and generator bill is calculated as per consumption. Besides these, there are gardeners and cleaners who are engaged to beautify and nurture the landscape and the Common Property areas. The Management Office prepares a **Combined Bill** for the Utilities and Services which are provided and produced by them every month and post those to the individual Owner or Occupant of every Lot of Living Unit. The Bills of Utilities and Service Charges shall be required to be paid by the Owner or Occupant of every Lot of Living Unit within **7th day** of every month.

Violation of this Section shall cause a financial penalty at the rate of BDT.100/= (Taka One Hundred Only) per day of delay in paying any of the Bills of Utilities and Service Charges.

Section 21. Transplantation of Trees:

The Pink City Xenovalley Phase-1 and its surrounding Phases have got specific design and planning for the landscaping and transplantation considering the green density and environment-friendly living atmosphere. Each and every Lot or Unit Cluster Parcel may experience the eco-home environment by maintaining the green density as per the design and specifications of the landscapes and transplantation. There are specific types of trees transplanted in the Pink City Xenovalley Phase-1 project areas, such as-

Type-1 : This type of trees are stemmed straight upwards from their roots, stressed leaves overhead from the top and grows up to average height thirty (30) feet, such as Coconut Palm, Date Palm, Palmyra, Bottle Palm, Sago Palm etc. Every Owner of a Lot or Unit Cluster Parcel shall be required to transplant (if not provided at the time of handover of the unit, if provided then maintain) at least **two (2) trees** of Type-1 (**Trunk size 6-8 feet**) in the frontal part of his/her lawn as per the design and specification.

Type-2 : This type of trees are stemmed straight upwards from their roots, thinner and smaller than Type-1 trees and grows up to average height fifteen (15) feet, such as Areca Nut, Cycus, Deodar etc. Every Owner of a Lot or Unit Cluster Parcel shall be required to transplant (if not provided at the time of handover of the unit, if provided then maintain) at least **five (5) trees** of Type-2 (**Trunk size 3-4 feet**) in the frontal part of his/her lawn as per the design and specification.

Type-3 : This category consists of several types of trees such as tropical hedge-plant, shrubs, plants with colourful leaves, medicinal plants etc. Every Owner of a Lot or Unit Cluster Parcel shall

be required to transplant (if not provided at the time of handover of the unit, if provided then maintain) adequate number of trees of Type-3 (up to elevation maximum **2-3 feet**) in the frontal part of his/her lawn as per the design and specification.

Section 22. Cutting of Trees and Plants:

No Owner or Occupant of any Lot or Living Unit shall be allowed to cut, saw and uproot any tree or plant located either at his/her unit premises or in the Common Properties. There are specific types of trees transplanted in the Pink City Xenovalley Phase-1 project areas and those trees and plantations are subject to be maintained and nurtured as per the design and specifications of the township. If there is any genuine necessity arises with any tree or its branches or with any plantation to be cut or removed, then the affected owner shall apply to the Architectural Control Committee (ACC) for seeking his/her desire and the ACC will take appropriate measure regarding this.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.5,000/= (Taka Five Thousand Only) depending on the nature and severity of the violation.

Section 23. Boundary Wall and Fencing

Each and every Lot or Unit Cluster Parcel of the Pink City Xenovalley Phase-1 has been provided with a Five (5) Inch thick and on an average Three (3) Feet high solid boundary walls made of bricks around its four sides. The front side boundary wall has been purposefully built with iron bars (or with some modification works approved by ACC) to allow the essential sight lines from the internal roadways. The entry gates are also made of iron bars (or with some modification works approved by ACC) on an average height of Four (4) Feet considering the same purpose.

No Owner or Occupant of any Lot of Living Unit shall change, alter or modify the boundary walls and the gate of his/her unit from the above standard unless he/she submits any request for change, alteration or modification of his/her boundary walls and gate to the ACC and the written approval has been granted by the ACC.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.5,000/= (Taka Five Thousand Only) depending on the nature and severity of the violation.

Section 24 Exterior Fires; Barbecues.

There shall be no exterior fires on the Project whatsoever except for barbeque fires in con-

tained receptacles, adequately designed for such purposes, located on the Unit Open Area or on such portion of the Common Property Area as may be designated by the Developer, making sure that the place of fire shall be cleaned and kept in the shape and style as it was before.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.5,000/= (Taka Five Thousand Only) depending on the nature and severity of the violation.

Section 25 Electrical Wiring and Equipment.

No Owner shall install, attach or hang or cause to be installed, attached or hung any equipment or wiring for electrical installation, television or radio transmitting or receiving antennae, machines or air conditioning units or other like equipment, or wiring, in or on any portion of the Unit Open Area, or, except as approved by the ACC, in or on any portion of his/her Unit or the Unit Open Area surrounding same, which Approval shall not be withheld if installation shall not be visible from the vantage point of other Units and their respective Unit Open Areas, the street or any Common Property Area.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.10,000/= (Taka Ten Thousand Only) depending on the nature and severity of the violation.

Section 26 Drying Cloths

There shall be no cloths, curtains, sheets, dresses, shoes, bedcovers, pillows etc hung, kept or placed for drying, shaking, heating or any other purposes in the Open to Sky Terrace Area and on the Perapet Walls of the Terrace which might be visible from the Unit Open Area of any Unit and from the internal and main streets. There are designated areas for drying, shaking, heating of cloths, curtains, sheets etc in every Unit and further arrangement might be availed after getting approval from the ACC.

Violation of this Section shall cause a financial penalty starting from BDT.500/= (Taka Five Hundred Only) up to BDT.3,000/= (Taka Three Thousand Only) depending on the nature and severity of the violation.

Section 27 Electrical & Electronics Equipment.

All radio, television, air conditioning units or other electrical equipment or appliances of any kind or nature or wiring therefore installed or used in a Unit shall fully comply with all rules,

regulations and requirements of concerned governmental authorities having jurisdiction over same, and the Owner alone shall be liable for any damage or injury caused by any such radio, television or other electrical equipment or appliance installed or used in his/her unit.

Section 28 Compliance with Laws.

Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations and requirements of any governmental agency or authority with respect to the occupancy and use of his Unit and the Common Property Area.

Section 29 Monetary Penalty.

Recognizing the need for a reasonable means of encouraging and insisting upon compliance with the provisions of this RRPC without resorting to suits for injunctive relief, the Board of Directors of the Developer & Builder Company represented by the Management Committee (or the Board of Trustees of the Association after handing over the right, title and ownership of the Common Properties to the Association) is hereby authorized to assess and charge to any Owner found to be in violation of any provision of this RRPC a sum not to exceed (i) BDT. 5,000/= (Taka Five Thousand) for any one violation, or (ii) BDT. 50,000/= (Taka Fifty Thousand Only) as penalty in any one year.

Section 30. Procedure of Penalties

The Management Office and its staffs and officers shall all the time be engaged and devoted to the maintenance operation of this township. There will be observation system and cameras to monitor the traffic and overall situation of the township environment. Above all there are trained guards and security personnels petrolling all the time. Had there been any violation of this RRPC taken place by any Owner of a Lot or Unit Cluster Parcel or his/her Guests or any other Occupant, appropriate proof of that violation shall be kept in the Admin and Security Office for reference. After the above procedure, appropriate Notice for the said violation along with some proof of occurrence and its assessed penalty Ticket will be posted to the concerned Owner for collection of the violation fees. The violation fees shall be collected in account payee cheques.

Section 31 Owner's Liability.

Each Owner shall be liable to the Developer & Builder (or to the Association after handing over the right, title and ownership of the Common Properties to the Association) for any damage to the Common Properties which may be sustained by the negligence or willful misconduct of said Owner or members of his family, or his tenants, social guests, employees, servants, agents or invitees,

and in the event the Developer & Builder shall repair or replace said damaged portion of the Common Properties, said Owner shall be assessed and charged by the Management Committee (currently appointed by the Developer afterwards by the Association) for the repair or replacement thereof, together with its appropriate service charges.

Section 32 Breach of Rules & Regulations

If any Owner of a Lot or Unit Cluster Parcel is found to be committing a breach of any rules and regulations of this RRPC eventhough after informing him/her with reasonable notices and ignoring and disregarding the community management approaches, then the matter shall be treated as violation, transgression, deception etc of Contract and in that circumstances appropriate lawful remedies from all Courts of Bangladesh may be sought with due compension.

Section 33. Developer's Duty to Maintain Common Property

The Developer & Builder shall have the duty to maintain all Common Properties along with the Utilities and Easements thereon and therein until such a time as all the construction and development works of all the phases of the Pink City Xenovalley township are completed and finished in all aspects, paid for in full, and turned over to the Homeowner's Association.

Section 34. Association's Duty to Maintain Common Property

The Association shall have the same duty to maintain all Common Property along with the Utilities and Easements thereon and therein, as does the Developer & Builder, after the right, title and ownership of the Common Properties have been conveyed to the Association.

Section 35. City Corporation's Rights and Authority to Compel Maintenance of Common Property,

The City Corporation, as a Third Party beneficiary, may - although under no obligation or duty to do so - compel compliance with Section 33 and 34 of this Article as the City Corporation deems necessary by Court action or any other means.

Chapter-4

Ammendments

[Any kind of change, modification, alteration, revision, ratification etc in any Clause or Section of this may be done by adopting appropriate Ammendment Procedure as mentioned below-

Step-1 The agenda of any kind of change, modification, alteration, revision, ratification etc shall be raised and put into consideration only after getting written vote (every Owner shall be required to sign individually in the written proposition) of the majority (more than 50% in number) of the Owners of this Pink City Xenovalley Phase-1,

Step-2 After getting majority Owners written vote, the agenda shall be placed to the Architectural Control Committee (ACC) for approval.

Step-3 After getting approval from the Architectural Control Committee (ACC), the agenda shall be placed to the Board of Directors of Xenovalley Model Town (Pvt) Ltd (or to the Board of Trustees of the Association after handing over of the right, title and ownership of the Common Properties to the Association) for approval.

Step-4 After getting the said approval, the minutes of the final decision shall be declared before the Registrar by the Owner of the Common Properties (Currently Developer and afterwards Association) as ratification, after getting the certified copies of the ratification it shall be placed in this Ammendments Chapter chronologically.]

[.....]

Chapter-5
Declaration by the Owner
(AFFIDAVIT)

I,....., Son/Daughter of:
....., Address:
.....by
Faith:....., by Nationality:.....,
by Occupation:..... one of the Allottees of a Duplex
Private Home of the Pink City Xenovalley Phase-1 and my allotted Home
No:....., Road No:....., Block
No:....., Type of Home:....., Home Built-up
Area:....., do hereby solemnly affirm and declare as follows:-

I have purchased the above mentioned Private Home at the Pink City Xenovalley Phase-1 being known all types of limitations and restrictions are expected to be imposed in this township for controlling the Architectural and Structural design and planning specifications and maintaining the easements and utilites at the time of my booking of this Home.

I am knowingly aware of the facts that this type of Homes and its Communities have got certain impositions in the form of Rules and Regulations to control the developmental esthetics and to maintain the easements and utilities all over the world especially in the developed countries.

I am completely agreed and accepted upon all the terms and condition of the Rules and Regulations of the Pink City Xenovalley Phase-1 briefly called "RRPC" narraited and written in Five (5) Chapters such as Principles of RRPC (.....sections.....pages,.....sentences,.....words), Definitions (.....sections.....pages,.....sentences,.....words), Rules & Regulations (.....sections.....pages,.....sentences,.....words), Ammendments (.....pages,.....sentences,.....words) including this Affidivit.

I am solmny convinced, motivated and affirm that this type of Rules and Regula-tions will be appropriate and justified to control and maintain such township in my knowl-edge and belief and should be regarded fair and perfect in the civic sence and thus I will be one of the obedient performers and observers of this RRPC and I will also be one of the promoter and appriser of such systematic approachs in the Pink City Community.

Thus I solemnly declare and affirm that any kind of activities, manners or behaviour which might be fully or partially disregarded or disobedience to the RRPC commits by me or from my acquaintance ignorantly or wilfully, I shall be liable to compensate appropriate penalties to the competent authorities and in the event of severe misconduct of this RRPC, appropriate civil and criminal cases can be instigated against me.

I, the above named deponent signed this affidavit on this the day of 2010.

.....
Signature

.....
Signature of Identifier

By actually knowing about the the Pink City Xenovalley project and its different style and approach, I, the undersigned, drafted this deed and read the same before the parties of the deed.

Name of Affidavit Writer :
Signature :
Full Address :
License No. :
Name of the Office :

Name and address of the Computer Operator:
Name :
Signature :
Address :

Name of Sub-Registrar, designation and signature with date:
Name :
Designation : Sub-Registrar, Mohammadpur, Dhaka
Signature with date :