

DRAFT MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (“Agreement”) is executed at Bhiwadi, Rajasthan on this ____ day of _____, 2023:

B E T W E E N

Ashiana Advik Owners Welfare Society, an Owner’s Society registered under the Rajasthan Societies Registration Act, 1958 , having its Office at _____ through its President Mr. _____ S/o aged about _____ years _____ R/o _____ & Secretary _____ Mr. _____ S/o aged about _____ years _____ R/o _____ [hereinafter referred to as **“Society”** which expression shall unless repugnant to the subject or context be deemed to include its successor(s) and permitted assign(s) and all the allottee(s) of the Society and their respective successor(s)/legal heir(s), nominee(s), permitted assign(s), administrator(s) and executor(s)] of the **FIRST PART**.

AND

ASHIANA MAINTENANCE SERVICES LLP, a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 (as amended upto date) having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata -700071 and Local Office at _____, , through its _____ Mr. _____ S/o _____, aged about _____ years, R/o _____ [hereinafter referred to as **"Maintenance Agency"**, which expression shall unless repugnant to the subject or context be deemed to mean and include its successor(s), representative(s) and permitted assign(s)] of the **SECOND PART**.

The Society and Maintenance Agency shall hereinafter be individually referred to as **‘Party’** and collectively as **‘Parties’**.

WHEREAS:

- A. Ashiana Housing Limited, a company incorporated under the provisions of the Companies Act, 1956 (as amended upto date) having its registered office at 5F, Everest, 46/C, Chowringhee Road, Kolkata-700071 (hereinafter referred to as the **‘Promoter’**) and local office at 4th Floor, Ashiana Village Centre, Vashundra Nagar, Bhiwadi, is developing a group housing project named as **“Ashiana Advik” (Whole Project)** in phases on a piece of land admeasuring 65429.95sqm (**Entire Land**) situated at Village of Thada and Udaipur, Tehsil Tijara, Distt. Alwar, Rajasthan.
- B. Promoter is in the process of development and construction of Phase I of the Whole Project Ashiana Advik known as Ashiana Advik Phase I.

- C. Society is a Society formed by owners of flats/shops/units/spaces in Phase I of the group housing project known as “**Ashiana Advik -Phase-1**” (**Said Project**). The Society has been formed for the purpose of maintenance, management and repair of common areas and facilities in Said Project/Whole Project once the construction of Said Project/Whole Project is complete.
- D. Society is empowered by the Bye Laws of the Society to enter into contracts or agreements with other persons/entities that Society deems fit for implementing the objects of the Society.
- E. Maintenance Agency is one such kind of facility management organization which has become synonymous in managing and maintaining such kind of projects. Further, Maintenance Agency has in its credit of managing and maintaining senior living projects in Bhiwadi, Jaipur, Chennai and Lavasa (Pune) apart from various normal group housing & commercial projects in various parts of the country, having all modern equipment’s, amenities and facilities such as swimming pool, activity center, wellness services, dining facility, , sports facilities, STP, power back up system or other modern security system, lifts, horticulture etc. Apart from qualitative maintenance of the project, Maintenance Agency organizes various cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle of community living to the residents.
- F. It is further represented by the Society that knowing above facts about the Maintenance Agency, it is the general desire of the apartment buyers of various apartments to get maintenance services within the Whole Project from the Maintenance Agency. Moreover, apartment buyers of various apartments bought their units in Ashiana Advik due to reason that it would be maintained by the Maintenance Agency.
- G. The Society has represented to the Maintenance Agency that Phase-I of the Whole Project is under construction and the Promoter will file for the occupancy certificate for Said Project upon its completion.
- H. The Society has represented to the Maintenance Agency that the Said Project shall be handed over by the Promoter to the Society and the Promoter shall be responsible for the maintenance of the phase / project up to three months from the date of occupation certificate of the phase / project excluding the month in which occupation certificate will be issued and thereafter Society shall take over and become responsible for management and maintenance of the phase / project (hereinafter referred to as “**Effective Date**”) and thereafter it shall be the responsibility of the Society to manage and maintain the Said Project/Whole Project.
- I. Society represents to the Maintenance Agency that upon completion of the future

phases of the Whole Project, the same will be handed over to the Maintenance Agency for commencement of maintenance work as per scope of the maintenance defined in this Agreement and will be maintained in accordance with the terms and conditions agreed hereupon. The same shall become effective from the expiry of 3 months from the date of receipt of occupancy certificate for each phase handed over.

J. Therefore, the Society is desirous of availing expertise, experience and qualitative services of Maintenance Agency by appointing/assigning the Maintenance Agency for providing the maintenance and management services in respect of common areas and common facilities of the Said Project/Whole Project and the Maintenance Agency has agreed to provide the same in accordance with the terms & conditions of this Agreement.

NOW, THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS & INTERPRETATIONS

In Agreement unless the context otherwise requires: -

- a) **“Allottee(s)”** shall mean a Unit owner in the Said Project/Whole Project and includes:
- (i) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - (ii) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - (iii) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners;
 - (iv) In case the Allottee(s) is a Limited Liability Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective Designated Partners; and
 - (v) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- b) **“Completed Phases of the Whole Project”** shall mean the phases which are completed by the Promoter and handed over to the Society formed as and when the construction of that phase is complete.

- c) **“Facilities & Services”** shall mean and include the facilities and services to be provided by the Maintenance Agency in accordance with this Agreement and more particularly detailed in **Schedule-I** attached hereto.
- d) **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented or caused to be prevented, and which materially and adversely affects a Party’s ability to perform obligations under this Agreement including:
- (i) acts of God i.e., fire, draught, flood, earthquake, epidemics and other natural disasters.
 - (ii) explosions or accidents, air crashes and shipwrecks.
 - (iii) strikes, lockouts, civil disturbances, curfew etc.
 - (iv) war or enemy action or terrorist action.
 - (v) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by Arbitrator.
 - (vi) any event or circumstances analogous to the foregoing which is beyond the control of the parties.
- e) **“Maintenance Charges”** shall mean charges payable to the Maintenance Agency for maintenance and management of the Said Project/Whole Project as described in Clause 5.5 of this Agreement.
- f) **“Member”** shall mean an Apartment Owner, who is a member of the Society in accordance with the Bye-Laws and whose membership is subsisting and is not terminated in accordance with the Bye- Laws
- g) **“Management Fees”** shall mean the fees to be paid to the Maintenance Agency in the form of Services Charges and Reducible Interest Free Management Deposit/Maintenance Deposit as detailed in **Clause 5.5.9**
- h) **“Reducible Interest Free Management Deposit”** shall means a fees to cover the management fee for organizing of the maintenance activity and valid for fifteen (15) years and more fully described in Clause 5.5.9(ii).
- i) **“Said Project”** shall mean the part of the Whole project being developed on one portion of the Entire Land comprising of flats/Units/villas, shops, club house (activity center), parking facility, other amenities and facilities etc. developed and/or being developed and named as **“Ashiana Advik- Phase I”**.
- j) **“Service Charges”** shall mean charges payable to the Maintenance Agency for services rendered in the Said Project/Whole Project as detailed in Clause 5.6.9(i)

- k) **“Additional Services”** shall mean the services provided by the Maintenance Agency in the Said Project /Whole Project in addition to the services listed in **Schedule -I**
- l) **Additional Service Fees** shall mean the fees to be paid to the Maintenance Agency towards the Additional Services and detailed in Clause 5.6.4
- m) **Built Up Area** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built up area.
- n) **Super Area** ‘shall mean an area equivalent to 1.22 times of the Built Up Area of the Unit and the said multiplication factor has been arrived at after taking into account the proportionate area comprised in common areas and common facilities in the Building and in the Said Project/Whole Project and other relevant parameters and for commercial considerations.
- o) **“Unit”** shall mean flat/apartment in the Said Project/Whole Project having one or more direct exit to a common area and having a separate number and identity and which is meant for its specified use.
- p) **“Whole Project”** shall mean group housing project being developed on land admeasuring 65429.95 sqm comprising of flats/Units/villas, club house, activity center parking facility, other amenities and facilities, commercial units etc. developed and/or being developed and named as **“Ashiana Advik”**.
- q) Words importing singular number include plural number and vice-versa.
- r) Words importing masculine gender include feminine gender and vice-versa.
- s) Headings in this Agreement are inserted for convenience and are to be ignored while construing the meaning of terms and conditions of this Agreement.

2. APPOINTMENT OF MAINTENANCE AGENCY

- 2.1 In consideration of mutual covenants contained in this Agreement, the Society hereby appoints / nominates and engages Maintenance Agency for providing the Facilities & Services in respect of the Said Project/Whole Project and the Maintenance Agency hereby agrees to manage, administer and maintain the Said Project/Whole Project and provide the Facilities & Services in respect of the Said Project/Whole Project.

- 2.2 Maintenance Agency shall commence maintenance services in the Said Project/Completed Phases of the Whole Project with effect from the “**Effective Date**”.
- 2.3 Society and Maintenance Agency agree that upon completion of the future phases of the Whole Project, the same will be handed over to the Maintenance Agency for commencement of maintenance work as per scope of the maintenance defined in this Agreement and will be maintained in accordance with the terms and conditions agreed hereupon. The same shall become effective from the expiry of 3 months from the date of receipt of occupancy certificate for each phase handed over, which will be the Effective Date for each phase.

3. MAINTENANCE AND SERVICES TO BE PROVIDED BY MAINTENANCE AGENCY

- 3.1 Society and Maintenance Agency have agreed that Maintenance Agency shall manage, administer and maintain the Said Project/Whole Project and provide the Facilities & Services in respect of the Said Project/Whole Project more fully stated and described in the schedule being **Schedule I** attached hereto.
- 3.2 Any services outside the scope of services as set out in the **Schedule I** hereto shall be undertaken by the Maintenance Agency on written request of the Society subject to its own discretion, capability and feasibility of the services on additional charges to be distributed proportionately on the allottees on the basis of Super Area.

4. COMMENCEMENT OF MAINTENANCE SERVICES, TERM AND LOCK-IN-PERIOD

- 4.1 The term of this Agreement shall come into force from the Effective Date i.e upon expiry of three (3) months from the date of obtaining Occupancy certificate for phase I. Maintenance Agency shall remain the sole maintenance agency of the Said Project/Whole Project, as the case may be, until this Agreement is terminated strictly as per the terms of **Clause No. 7** hereinbelow (“**Term**”). Either Party shall not be entitled to terminate this Agreement for a period of 5 (five) years commencing from the date of execution of this Agreement for any reason whatsoever (“**Lock-in-period**”) subject to Clause 7.4 of this Agreement.
- 4.2 The Society authorizes the Maintenance Agency to obtain from the Promoter a complete list of all the Allottees of the Said Project/Whole Project with complete details like father’s name, permanent address, contact details, email ID, date of possession, Unit No., area, details of tenants, if any, etc. Further, Society also authorizes Maintenance Agency to obtain from Promoter, Unit wise carpet area, balcony area, built up area, super area of the Said Project/Whole Project.

4.3 Society authorizes Maintenance agency to obtain complete list of all equipment, warranty cards etc. available for carrying out maintenance to the Maintenance Agency under a valid acknowledgement which shall be deemed to be in possession of the Maintenance Agency.

5. MAINTENANCE AND OTHER CHARGES

5.1 It has been agreed by and between the Society and the Maintenance Agency that in consideration of the Maintenance Agency maintaining the Said Project/Whole Project and providing the Facilities and Services as set out in **Schedule I** hereto, Maintenance Agency shall be entitled to the Maintenance Charges including Service Charges and taxes as applicable calculated on the Super Area of the Unit.

5.2 It has been agreed by and between the Society and the Maintenance Agency that in lieu of the services provided by Maintenance Agency, it shall be entitled to raise bills directly to the Allottee(s) for the Facilities and Services provided in the Said Project/Whole Project. Society hereby empowers and authorizes the Maintenance Agency to raise a consolidated quarterly bill in advance for the agreed Facilities and Services to the individual Allottee(s).

5.3 Maintenance Charges (Fixed Charges + Capital Charges + Floating Charges + Service Charges (all defined below in clause 5.5)) for a Unit will be calculated by taking into consideration the Maintenance Charges for the month for the Said Project/Completed Phases of the Whole Project and then proportionately distributed on each Unit on the basis of Super Area of respective Allottee.

5.4 Society is aware that the Whole Project is being developed in phases. The Parties agree that with the development of different phases, the Maintenance Charges will be calculated taking into consideration the services being provided for the management and maintenance of the Completed Phase(s) of the Whole Project.

5.5 It has been agreed by and between the Society and the Maintenance Agency that every Allottee(s)/unit holder shall be liable and obligated to pay the Maintenance Agency every quarter, Maintenance Charges comprising of the following: -

5.5.1 Fixed Maintenance Charges -

- a) Sum calculated and determined at the beginning of the year shall be payable towards costs of maintenance and upkeep in terms of the services provided under **Paragraph A of Schedule -I**. Such cost would be calculated by taking into account expenditure on man power cost (salary, perquisites etc.) material cost, annual maintenance contract(s) charges, Charges towards outsourced services, hire charges for equipment, routine repairs, office expenses, IT expenses, expenses on organizing activities, expenses on gym trainer and

social worker, charges of wellness manager, statutory fees, levies, contingent expenses, welfare expenses, charges, transport charges etc.

- b) The Fixed Maintenance Charges will include Service Charges to be paid to the Maintenance Agency for the services rendered by it as detailed in Schedule I.

5.5.2 Capital Maintenance Charges-

- (i) A sum as determined by the Maintenance Agency, in the beginning of every financial year shall be payable towards costs of capital repairs/replacement in terms of **Paragraph B of Schedule I** attached hereto. It is agreed between the parties that the Maintenance Agency shall review the basis of calculation of Capital Maintenance Charges every financial year and determine the revised Capital Maintenance Charges which shall be borne by the Allottee(s). The Capital Charges so arrived at will be distributed between the Allottees based on their Super Area.
- (ii) If at any point of time, expenses incurred on account of capital repair / replacement / additions / outside paintings etc. by the Maintenance Agency is in excess of amount collected on account of capital expenses, Society agrees that the excess cost shall be borne by the Members proportionately.

5.5.3 Reimbursements -

- (i) Costs of electricity and/or power for lighting common areas including streetlights, operation of water pumps, R.O. Plants, STP, lifts, community hall, club house and other common facilities as per actual. The cost will be divided between the Allottees in proportion which the Super Area of the Unit bears to total Super Area of the Said Project/Completed Phases of the Whole Project. Above electricity and/ or power costs shall be billed in advance on estimated basis which shall be subject to review at the interval of every quarter /based on consumptions reviewed at the interval of every quarter.
- (ii) Costs of diesel, lubricating oil and other consumables for operation of generator on connected generator wattage basis as per actual per month. It shall also be billed in advance which shall be subject to review at the interval of every quarter /based on consumptions reviewed at the interval of every quarter.
- (iii) Costs of water for use in drinking, horticulture, sanitation and other common use as per actual. It shall also be billed in advance which shall be subject to review at the interval of every quarter /based on consumptions reviewed at the interval of every quarter.

- 5.5.4 In the event any additional services apart from the services stated in **Schedule I** are extended or provided in the Said Project /Whole Project (**Additional Services**) from time to time by the Maintenance Agency, the Allottee/s will

have to bear proportionate costs of any such Additional Services along with fees at the rate of 25% on cost of such Additional Services (**Additional Service Fees**) to be paid to the Maintenance Agency

- 5.5.5 The above referred charges are tentative and may vary at the time of actual expenditure incurred and the Allottee(s) shall have to pay to the Maintenance Agency or its assignee accordingly.
- 5.5.6 It has also been agreed by and between an Society and Maintenance Agency that Maintenance Agency shall endeavor to provide the services as detailed in **Schedule II** on pay by use basis. These services shall be provided on phase wise basis.
- 5.5.7 In the event any additional/ specific services are exclusively required by the Allottee(s)/ resident (over and above the general maintenance services provided to the Said Project/Whole Project), the said services may be provided by the Maintenance Agency, in its sole discretion. Where such additional/ specific services are agreed to be provided by the Maintenance Agency, such services shall be billed as per the actual costs incurred for provision of such services along with service charges. Such specific/ additional services shall be solely to the account of the Allottee(s)/ resident or if a number of Allottee(s)s/ residents use the same services then the same shall be billed on pro- rata basis at such charge as may be determined by the Maintenance Agency from time to time.
- 5.5.8 The Association represents that the Whole Project is part and parcel of Larger Land admeasuring 1,90,113.23 on which the Promoter of the Whole Project is developing separate group housing projectson different parcels of Larger Land (**Parcel A, Parcel B, Parcel C**) and all the group housing projects so developed (collectively know as **Ashiana Town**) on Larger Land have separate ingress and egress with the sector/ revenue road. As the existing revenue road and / or sector road has not been widened or built, the Promoter has created temporary access road through Parcel A (on which **Ashiana Nirmay** is being developed) to access to other parcels of Ashiana Town as well as to **Parcel C** on which Whole Project Ashiana Advik is being developed. The Society represents that the said temporary road and the revenue road/ sector road is being maintained by group housing projects being developed on the Larger Land. The Society authorizes the Maintenance Agency to accordingly mange the revenue /temporary road along with other group housing projects on the Larger Land and accordingly the cost of management of the road/s will be borne by the Allottee/s of the Said Project/Completed Phases of the Whole Project along with the unit owners of the group housing projects developed/being developed on the Larger Land.

5.5.9

Management Fees-

For rendering the Services as mentioned in this Agreement, the Maintenance Agency shall be entitled to collect Management Fees in the form of Service Charges as mentioned in Sub Clause (i) of this Clause and Reducible Interest Free Management Deposit as mentioned in sub clause (ii) of this Clause. Such Management Charges will be over and above the Maintenance Charges(Fixed+ Reimbursement+ Capital) and charges towards Additional Services.

- (i) The Allottee of the residential units will be required to pay Service Charges @ 5% on Fixed Maintenance Charges as mentioned in Clause 5.5.1 to the Maintenance Agency. The tentative Service Charges is Rs.0.13 per sqft of Super Area per month, which is included in the Fixed Maintenance Charges. The Fixed Maintenance Charges on each Unit along with Service Charge is elaborated in **Schedule II** (A). The said Service Charges shall increase every year in proportion of the increase in Fixed Maintenance Charges. Therefore, for e.g. if the current Fixed Maintenance Charges for 3 BHK unit Type A is Rs. 4324.00 /- per sq.ft for a month and Service Charges is Rs. 223/- and if the Fixed Maintenance Charges increase by 10% from Rs. 4324.00/- per month to Rs 4756/- per month, then the Service Charge shall also increase by 10% from Rs. 245/ per month to Rs. 236per month and the total fixed Maintenance Charges will be Rs. 5001/- for the month.

- (ii) **REDUCIBLE INTEREST FREE MANAGEMENT DEPOSIT (RIFMD) COLLECTED FROM EACH ALLOTTEE**

Society hereby authorizes and empowers the Maintenance Agency to collect and hold Reducible Interest Free Management Deposit as managerial fee from the Allottees of the Said Project/Completed Phases of the Whole Project which shall be amortized over a period of 15 years (fifteen years). Association authorizes the Maintenance Agency to reduce an amount equal to 1/180th of the RIFMD collected from the Allottee or the new buyer every month from Reducible Interest Free Management Deposit towards managerial fees. For eg. If the Allottee has paid RIFMD of Rs.188760 - for Type A- 3 BHK + 3 T unit having a Super Area of 1716 sqft then out of the same every month Rs. 1049/- (188760 /180) will be reduced from the RFIMD balance held by the Maintenance Agency towards managerial fees. After expiry of fifteen years the Allottees shall pay fresh management deposit to the Maintenance Agency as determined by the Maintenance Agency at the relevant time. It is agreed between the Association and the Maintenance Agency that there will be an increase of 8% every year on the previous year RIFMD value and will accordingly be paid by new Allottee It is agreed between the parties that if any member sells/transfer his Unit before the expiry of 15 years then, the Society authorizes the Maintenance Agency to refund the balance deposit laying against RIFMD to the outgoing buyer and shall collect fresh RIFMD from the new buyer at the rate prevailing at that time. It is agreed between

the parties that the refund to the outgoing member shall be made only after receipt of fresh RIFMD from the new buyer. The Association authorizes the Maintenance Agency to not refund and /or update the names of new buyer till the time the new buyer pays his share of RIFMD at the then prevailing rates. However, in case of transfer by inheritance no fresh RIFMD would be necessary. The Maintenance Agency shall also obtain a detail list of deposit held against each Unit. The Maintenance Agency shall provide a detail list of RIFMD collected and held against each Unit to the Society on its request. The RIFMD to be collected from each Allottee with Effective Date is detailed in **Annexure- 1**.

- (iii) **Commercial Shops-** The Association represents that the Whole Project being developed in the Scheduled Land comprises of shops. The Society further authorize the Maintenance Agency to charge maintenance charges from the shops on the basis of the services being utilized by them. Further the Society represents that shops and residential apartments will be jointly using the limited services like STP, ESS etc. The Society authorizes the Maintenance Agency to distribute the cost of shared services between the shops and residential apartments on the basis of their Super Area. It is agreed between the Society and the Maintenance Agency that the owners of shops will not be utilizing any facilities reserved for residential units therefore they will be liable to pay interest free security deposit only to the Maintenance Agency and not RIFMD. The Maintenance Deposit to be paid by the shops is provided in Annexure- II (B)
- (iv) Additional Service Fees @ 25% charged on Additional Services as referred to in **Clause 5.5.4 and 5.5.7**.
- (v) **In** case a member sells/transfers his Unit, the Society shall obtain a No Objection Certificate from the Maintenance Agency with respect to the Deposit and any kind of dues towards the Unit.

5.5.10 Taxes-

GST and/or any other tax as applicable from time to time on material, services provided and arrears (if any) demanded in this regard at any time.

5.5.11

Society is aware that the Maintenance Agency will calculate the Maintenance Charges for the month keeping Fixed, Reimbursement and Capital Charges in mind and the same will be distributed among the allottees on the basis of Super Area, as a basis of distribution. It is agreed that Maintenance Charges shall be shared by the Allottees in proportion to the total Super Area of Completed Phases of the Whole Project and the expenses of common services shall be shared in proportion to the total Super Area of the Project.

5.5.12

Society and Maintenance Agency are aware that the as per the current mechanism of distribution of the maintenance charges on the Allottees,

the Maintenance Agency will be distributing the Maintenance Charges on the basis of Super Area of the Units of the Completed Phases of the Whole Project. However, if due to any change in the regulations, court orders there is a change in the manner of distribution of Maintenance Charges among the Allottees towards common expenses along with other Allottees, the Allottee will be liable to adhere to such orders and/or circulars without prejudice to the rights of the Maintenance Agency and will not hold Maintenance Agency liable and obligated for any changes. In such a situation, The Society and Maintenance Agency agree that the total Maintenance Charges being charged by Maintenance Agency in aggregate to all the Allottees of all the Completed Phases of the Whole Project will not change and only the manner of distribution of Maintenance Charges among the Allottees will undergo changes. It is also agreed by the Society and the Maintenance Agency that such change if any, will be applied prospectively and not retrospectively.

5.5.13 It has been agreed by and between the Parties that indicative Maintenance Charges as on the Effective Date shall be as per the rate given in **Schedule III** and the same shall be valid for 12 months from the Effective Date. It has been agreed by and between the Parties that the Allottee(s) shall pay Maintenance Charges for a period of 12 months starting from the Effective Date in advance to the Maintenance Agency (hereinafter referred to as **Upfront Maintenance Charges**) as per rates indicating Maintenance Charges given in **Schedule III**. The Maintenance Charges shall not be reviewed and revised till the expiry of 12 months from the Effective Date for each phase. After expiry of 12 months, the Maintenance Agency shall review the Fixed Maintenance Charges and fix the same based on then current prices of the materials, services, wages, etc. and the same shall be valid for the remaining part of the financial year, the Maintenance Agency shall be at liberty to revise the Capital Maintenance Charges for the remaining part of the financial year and the Reimbursements will be as per actual consumption and reviewed at the interval of every quarter.

5.5.14 Subsequently, in the beginning of every financial year, the Maintenance Agency shall review and determine the Fixed Maintenance Charges on the basis of current prices of materials, service, minimum wages, etc. The Society specifically agrees that Ashiana Maintenance Services shall be at liberty to review, determine and fix the Fixed Maintenance Charges at the beginning of every financial year taking into account the escalation and/or variation in rates and/or prices of commodities, services, wages etc., and such assessment by the Maintenance Agency shall be conclusive, final and binding on the Allottee(s). However, in case of hike in labour rates/ wages and / or unreasonable hike in cost of maintenance, the Maintenance Agency may calculate and revise the Fixed Maintenance Charges any time during the year.

5.5.15 Society is aware that the ever-changing prices of the commodities and increase in salary and wages have a direct impact on the cost of maintenance and the cost of capital repairs and maintenance. ,It is therefore agreed between the Society and the maintenance agency that the Fixed Maintenance Charges and Capital Charges shall be revised at the beginning of every financial year. Accordingly for the smooth functioning of the Said Project/Whole Project and its management, Society authorizes the Maintenance Agency to increase the Fixed Maintenance Charges, Service Charges and Capital Charges up-to 8% annually. Any increase beyond 8% annually will require the Maintenance Agency to discuss with and take consent of the governing body/managing committee/board of managers of the Society.

5.5.16 Amount received for the capital repair/replacement under clause 5.5.2 of this Agreement shall be utilized for capital repair/replacement arising out of normal wear and tear of the capital equipment. It has been agreed by the Allottee/s that any capital repair/replacement arising/ caused due to any reason except normal wear and tear shall not be met by the amount collected under clause 5.5.2 of this Agreement and shall be solely borne by the all the Allottees collectively. Under no circumstances, Maintenance Agency shall be liable even for capital repair/replacement caused due to but not limited to force majeure reasons and/or negligence of any person and Allottees shall collectively be responsible for such kind of repair/replacement of capital equipment.

The Society has represented to the Maintenance Agency that as the Whole Project is a senior living project the Promoter has designed a dining hall within the Whole Project keeping in mind the needs of the members of the Whole Project. Society authorizes the Maintenance Agency to undertake the operation and management of the dining hall. In order to minimize and reduce the risk of operational cost, Maintenance Agency proposed to charge Rs. 500/- per month per member against which members will be provided food coupon of similar value plus 20% extra to be redeemed within the same financial year. The amount of food coupon will be incorporated in the maintenance bills each quarter. Both the Parties agree that on occasion of non-utilization of such dining-in service within the same financial year the said food coupon shall lapse accordingly.

6. PROCEDURE OF BILLING AND PAYMENT

6.1 The Society authorizes/ empowers the Maintenance Agency to collect in advance amount from the Allottee(s) for the Maintenance Charges, Further, it has been agreed by and between the Society and the Maintenance Agency that in lieu of the services provided by Maintenance Agency to the Members, it shall be entitled to raise bills directly to the Members for the services provided in the Project. Society hereby empowers

and authorizes the Maintenance Agency to raise a consolidated bill in advance for the agreed services to the individual members. Further it is agreed between the parties that the maintenance charges for the Said Project/Completed {Phases of the Whole Project shall be divided between all the members in proportion to the Super Area of their respective Units.

- 6.2 It has been agreed between the Parties that the Allottee shall be liable and obligated to make payment of Maintenance Charges with effect from the “Effective Date” and such charges would be payable irrespective of the fact whether or not the Unit is occupied or unoccupied.
- 6.3 The Maintenance Agency represents that the invoice will be raised in advance on a quarterly basis by 10th of the first month of the quarter. The quarterly bill system will be on financial year basis and accordingly quarters (April – June, July-September, October – December, January – March) will be considered for billing purposes. For eg. If the management and maintenance starts from May, under such condition, the Maintenance Agency shall raise the first bill for the period of May and June and the second invoice be generated by 10th of July, being the first month of the next quarter. In case of any cheque issued is dishonored or returned by the banker for any reason whatsoever then the Maintenance Agency without prejudice to its right to seek redressal under the Negotiable Instruments Act, 1881 and any other law shall be entitled to a service charge of Rs. 1000/- or such other service charge as may be revised by the Maintenance Agency from time to time in addition to the bill amount and interest for the delay, if any.
- 6.4 The Maintenance Agency represents that the Allottee of the Unit shall be at liberty to enter into any agreement and/or arrangement with its tenants or licensees with regard to payment of Maintenance Charges, but the Maintenance Agency shall recognize only the Allottee as the person liable or responsible for payment of all charges.
- 6.5 Any correspondence with regard to maintenance and service by the Maintenance Agency and charges thereof shall be entered into only by the Allottee. Maintenance Agency shall entertain correspondence with regard to maintenance of service and charges thereof only from the Allottee and shall not entertain or deal with any tenant in this regard.

7. TERMINATION

- 7.1 Maintenance Agency would maintain the Said Project/Whole Project and would plan a range of entertainment activities. Maintenance Agency strives to provide qualitative and cost-effective maintenance of the Said Project/Whole Project. It is agreed between the Parties that after the expiry of Lock-In-Period as mentioned under clause 4 hereinabove, the

Maintenance Agency will continue with the management and maintenance of the Said Project/Whole Project till the time Agreement is terminated by the Society in the manner laid herein below This Agreement shall stand terminated upon expiry of a period of three months from the date of the following events:-

- (i) Upon a decision taken by the Allottees through a voting mechanism passed by a majority i.e 51% of the Allottees to terminate this Agreement (Society agrees and authorizes the Maintenance Agency with the right to survey / verify the consent of Allottees from every individual Allottee(s);
- (ii) Upon the Maintenance Agency issuing a general circular informing the Society and the Allottee(s) about its decision to terminate this Agreement;
- (iii) The Maintenance Agency is declared insolvent by a court of competent jurisdiction.

7.2 Upon the termination of the maintenance agreement, the Maintenance Agency shall hand over the maintenance of the Said Project/Whole Project to the Society within three months.

7.3 Save as aforesaid this agreement shall continue and no individual Allottee(s) or the Society shall have any right to determine or terminate this agreement.

7.4 Notwithstanding anything contained in clause 7.1 herein-above, Maintenance Agency shall be entitled to terminate this Agreement even during the Lock-In Period in case the total outstanding dues of the Maintenance Agency towards Society and/or all the Allottee(s) exceeds Rs 20,00,000/- (Rs. Twenty Lacs only) due to the Maintenance Agency from the Said Project.

7.5 Upon termination, the Maintenance Agency shall be relieved and discharged of all its obligations and duties relating to maintenance and services.

7.6 It is agreed by and between Parties, that upon termination of this Agreement the outstanding dues if any against the Allottee(s), advances. security deposit (if any) paid to government departments like electricity department, water department, fire department or any other department for smooth functioning of the Said Project/Whole Project shall be adjusted against the balance RIFMD standing with the Maintenance Agency and the balance amount, if any, shall be refunded by the Maintenance Agency to the Society as agreed between the Parties at that time within 30 (thirty) days of such termination. In case the outstanding dues against some Units are not covered by the Maintenance Agency, the Maintenance Agency shall

cover such deficit from the total deposit held against all the Units and after adjustment transfer the balance amount to the Society.

8. LIMITED LIABILITY

- 8.1 The Maintenance Agency shall not be responsible or liable in case of theft, pilferage or misplacement of materials or equipment kept in the Units, to be used or useable in the interior works of the Units. Further, the Maintenance Agency shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee(s) for doing the interiors in the Units or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee(s) themselves. The Allottee(s) shall indemnify and keep Maintenance Agency harmless against all such claims or liabilities.
- 8.2 Maintenance Agency shall to the best of its ability render and provide all necessary and or requisite maintenance and services as set out in **Schedule I** attached hereto directly and/or by outsourcing to various other agencies ("**Agency**") under separate agreements/ arrangements entered into with them. However, Maintenance Agency shall not be liable for any default in providing such maintenance and services by reason of any Force Majeure circumstances or any circumstances beyond its control.
- 8.3 In case of outsourced Agency, liability of Maintenance Agency shall be limited to the extent of minimum supervision of these agencies work and to ensure that their operation is in conformity with the agreement executed with them and to replace an Agency if its performance is not upto the standard. But under no circumstances shall Maintenance Agency shall be responsible and liable for the losses incurred by any act of such Agency.
- 8.4 In course of rendering maintenance services Maintenance Agency does not guarantee or ensure full proof safety and security of the Said Project/Whole Project and Maintenance Agency shall have no financial and or any other liability by reason of any fire, theft, burglary etc. occurring in the said Unit / Said Project/Whole Projector any part or portion thereof.
- 8.5 Maintenance Agency shall also not be liable for any loss, damage or physical injury which may be caused to the Allottee(s), his family Allottee(s), customers, visitors or guests on account of any human error or fault on the part of the employees of Maintenance Agency or by reason of any Force Majeure circumstances.
- 8.6 Maintenance Agency shall not be liable / responsible for renewal of statutory approvals for the Said Project/Whole Project. Compliances and/

or renewal of the approvals and/or NOCs shall be the responsibility of Society. The Society along with other allottees of the Whole Project/Said Project shall be liable and responsible for applying for and obtaining renewal of various approvals which are obtained/ required to be obtained for the Said Project/Whole Project and to ensure the compliance with applicable laws and the conditions under such approvals at all times. The Society along with Allottees will also be responsible for obtaining various NOCs including but not limited to Fire NOC, Consent to Operate, Lift License, CGWA NOC or Irrigation NOC, there renewals and/or other statutory renewals which are required to be obtained for the Said Project/Whole Project. The Society along with Allottees of the Said Project/Whole Project shall be entitled to approach the requisite authority for any such approvals/renewals and shall also ensure that they comply with the conditions of such approvals and NOC(s) at all times. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals or noncompliance of the conditions of approvals or NOC(s) shall not cast any liability on the Maintenance Agency.

9. GENERAL

- 9.1 Maintenance Agency shall not be obligated to take insurance of the units and it shall be the responsibility of the Allottee(s) / the Society.
- 9.2 The Society acknowledges and appreciates the need for strict compliance of the rules & regulations or the guidelines from time to time for maintaining the beauty, sanctity and uniformity of the entire Said Project/Whole Project. The Society appreciates the need to maintain and preserve the ambience of the Said Project/Whole Project and authorizes Maintenance Agency to ensure that the Allottee(s)/ residents shall not do anything which will adversely affect the beauty, sanctity and uniformity of the Said Project/Whole Project.
- 9.3 The Society authorizes Maintenance Agency to impose penalty on the Allottee(s)/ residents on violation of above points. The Society shall ensure that under no circumstances, the Allottee(s)/ residents shall confront with Maintenance Agency or any of its staff under the circumstances of violation of guidelines. Under the circumstances of violation, rules / guidelines framed by Maintenance Agency and / or the Society shall be applicable. Further, Maintenance Agency shall not be held liable or incur any liability for noncompliance by the Allottee(s) under any circumstances.
- 9.4 The Society as well authorizes the Maintenance Agency to cut off, withhold or in any manner curtail or reduce any essential supply or service enjoyed by a Unit owner/Allottees if the Allottee/Unit owner

willfully violates or evidently threatens to violate the peace and harmony of the Said Project/Whole Project, undertakes illegal construction and violates sanctioned plans or fails to pay the common area charges for a period of more than three months.

- 9.5 The Society represents and accordingly authorize the Maintenance Agency that if in future there is a requirement for installation of certain equipment or services within the Said Project or the Whole Project depending on the need of the Said Project /Whole Project or to ensure compliances with the ever changing laws, the Maintenance Agency will accordingly proceed to install such equipment or services and the cost of such installation or compliance will be borne by all the Allottees in proportion of the Super Area of the Unit.

The Society hereby authorize and allow the Maintenance Agency to commercially exploit certain common areas of the Said Project/Whole Project for generating revenue, including but not limited to, advertisements by putting hoardings/banners on parapet/boundary walls or lifts; mobile tower/booster on terrace; kiosk by companies; other advertisements in the Said Project/Whole Project; revenue from signage space; organizing events, etc. The revenue generated from the above activities shall be bifurcated in 20:80 ratio. 20% will be the service charges of the Maintenance Agency towards identifying vendors, organizing events and 80% of the amount will be utilized towards meeting the expenses incurred towards arranging such miscellaneous activities in the Said Project/Completed Phases of the Whole Project. After that , if any, residue amount is left, the same will be utilized towards Maintenance Charges (Fixed+Rembuisements and Capital Charges).

- 9.6 The Society and Maintenance Agency agree that the dining services being provided in the Whole Project are for the benefit of the Allottees and are an additional facility which is being provided in the Whole Project. It is agreed between the Parties that Maintenance Agency will solely be responsible for running the dining facilities and all be entitled for all the revenue and expense being generated for running such services. The Maintenance Agency will be entitled for the revenue, if any , generated from such facility and the same will not be adjusted against the Maintenance Charges.

- 9.7 Society represents and understand that Maintenance Agency will require a lot of space in the Said Project/Whole Project to be utilized as office space of Maintenance Agency, for storing of equipment etc. Therefore, Society authorizes Maintenance Agency to exclusively use the space identified as office, storeroom, staff quarter, rest room for its employees and staff.

- 9.8 Maintenance Agency represented that it has a rental and resale division wherein it provides services to the Allottees to either resale or give their apartments on rent. Maintenance Agency has offered to provide such

services to the Society and the Allottees. Society agrees and allows the Maintenance Agency to provide such services as well to the Allottees as per the term and conditions agreed with the Allottee on a chargeable basis. The employees of resale and rental division shall be able to operate out of the maintenance office without the requirement of any form of consent or consideration to the Society or the Allottees.

10. NOTICE

10.1 Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be made, served, or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered post or courier. However, a general notice / circular may be deemed to be served if the same is affixed or posted on the notice boards of the Said Project/Whole Project.

11. SUCCESSION

11.1 In the event of dissolution of Society and/or formation/constitution of any other body/entity by the Allottee(s) in the Said Project/Whole Project for carrying out same/similar functions as the Society was carrying out until its dissolution, such new body/entity shall be deemed to be the successor of the Society for the purpose of this Agreement and this Agreement shall continue with such new body/entity for the rest of the Term.

12. ASSIGNABILITY / TRANSFERABILITY

12.1 The Society agrees and hereby assigns the right of the Society to the Maintenance Agency so as to enable it to enforce the code of conduct under the Bye Laws.

12.2 The Maintenance Agency shall be entitled to assign or transfer its rights or obligations under or interest in this Agreement with prior written intimation to the Society.

13. WAIVER

13.1 The failure of Maintenance Agency to enforce any term or any provision(s) hereof shall not be construed to be waiver of any provision(s) or right to enforce any or each and every provision(s) of this Agreement.

13.2 No waiver of any provision of this Agreement shall be valid unless the same is made in writing and signed by the Party so waiving.

14. JURISDICTION

14.1 The courts having original jurisdiction in Bhiwadi shall have the jurisdiction in all matters relating to or arising out of this Agreement.

15. DISPUTES AND THEIR REDRESSAL

15.1 All differences between the Society and the Maintenance Agency will first be sorted out through mutual discussion and dialogue but in case any difference or dispute remain, the same shall be referred to the sole arbitrator appointed by mutual consent of the Parties who shall decide the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 2013 and as amended from time to time and his decisions shall be final and binding on both the parties. The venue and seat of Arbitration shall be Pune and the cost of arbitration shall be equally borne by the Parties.

IN WITNESS WHEREOF this Agreement has been signed by the parties on the date, month and year first above written.

1. _____ **Owners Society**

2. **Ashiana Maintenance Services LLP**

Witnesses :

1.

2.

SCHEDULE I

SCOPE OF WORK

The scope of work to be undertaken by Maintenance Agency at Said Project/Whole Project would cover:

A 1. Sanitation

- 1.1 Daily sweeping of common areas (all such spaces used and enjoyed by the Property owners in common with other property owners in the Said Project).
- 1.2 Daily domestic refuse collection and its disposal.
- 1.3 Cleaning of surface drains, sewage collection network etc. depending on requirement.
- 1.4 Operation/maintenance of Sewage Treatment Plant.
- 1.5 Operation/maintenance of Organic Waste Composter(OWC).

2. Horticulture

- 2.1 Regular maintenance and upkeep of gardens, plantation, greenery, fountains etc. in the common areas within the Said Project/Completed Phase of the Whole Project.

3. Water Supply

- 3.1 Maintenance and operation of water tanker/ water reservoir, as applicable.
- 3.2 Maintenance and operation of Pumping sets - Pumping of water on need basis.
- 3.3 Maintenance, operation and upkeep of water distribution system.
- 3.4 Periodical testing of water.
- 3.5 Maintenance and Operation of R.O. Plant (if any)

4. Power Supply

- 4.1 Maintenance of power distribution network including, DG sets, switch gears, cables etc.
- 4.2 Operation and maintenance of street lights, lighting of passages, corridors and other common spaces.
- 4.3 Maintenance of generator(s) and its operation as and when necessary.

5. Civil Maintenance

- 5.1 Repair & Maintenance of boundary walls, drains, parking areas and all common facility areas.
- 5.2 Normal maintenance/pot hole repairs of roads, sidewalks etc.
- 5.3 Repair and maintenance of all common areas and facilities like main gate, common road, open space area etc. outside the boundaries of the Said Project/Whole Project. (Cost for such repair shall be charged proportionately)

6. Security

- 6.1 Round the clock security of the Said Project/ Completed Phase of Whole Project

7. Running and Maintenance Cost-

- 7.1 Cost for running and maintaining the club house (Activity centre) and any other common areas and facilities including the salary of administrative staff.
- 7.2 Proportionate cost of insurance of club, activity center and all common areas and assets.

8. Compliance Cost-

- 8.1 Proportionate cost of amount incurred towards securing various approvals like fire, electricity, consent to operate etc. and ensuring compliances under them

9. Advik Administration

- 9.1 General Administration
- 9.2 Accounts
- 9.3 Purchase and stores
- 9.4 Reception & Information desk
- 9.5 Transportation facility within the project and scheduled transportation for local shopping.

NOTE :

- 1. Water would be supplied through tube wells. within the Whole Project and billed directly to the Allottee.
- 2. Power would be supplied by Jaipur Vidyut Nigam. or state electricity board in the Units and billed directly to the Allottee.
- 3. Cost of maintenance dues does not include repairs/maintenance within the unit.

B. Capital Repairs/ Replacement

The capital repairs would cover :

- 1. Replacement and repair of water distribution systems.
- 2. Major repairs of pathways, fountains etc.
- 3. Major repairs / replacements of Generators, if any, Transformers, electrical switch gears, electrical cables, lighting fixtures etc.
- 4. Replacements / major repairs of sewage network.
- 5. Replacement / major repairs of communication equipment, computers, transportation equipment, gardens equipment etc. and relaying of lawns.
- 6. Replacement and addition of furniture & fixture items
- 7. External re-painting of the Units once in 7 years. 7 years shall be counted from the date of Occupancy Certificate of Phase-II.
- 8. Any other misc. repair / replacement of capital nature.

C. Services

Services of electrician and plumber to the occupants of the units subject to availability for attending to minor jobs, within their properties on a nominal charges basis. Material necessary of these minor jobs would have to be provided by the occupants.

Note :

1. All the sewage would be treated, and the treated water shall be used for watering of lawns, plantation etc. to the extent possible. However, in case of excess treated water it may happen that Maintenance Agency is required to export the water to other construction sites, farmland or government approved disposal system. Under such circumstances the cost of transport of water will be borne by the Allottees proportionately.
2. Cost of maintenance dues does not include repairs/maintenance within the Unit and individual power bills.
1. The capital expenditure incurred/to be incurred in respect of the buildings, plant, machinery etc. (e.g. STP, generators, electrical distribution system, boom barrier, Road resurfacing, Water & STP network, Fire Fighting, Re – Painting, Solar System, borewell maintenance, furniture & fixture, Gym equipment, Swimming pool equipment, Water body ,Computer etc.) serving the Said Project/Whole Project shall be shared among all occupants of the Said Project/Completed Phases of the Whole Project in proportion to their Super Area.
2. There are certain facilities and services which are common between residential unit holders and commercial unit holders of Ashiana Advik such as ESS, STP, water reservoir, etc. For such common facilities and services, expenses shall be distributed between both residential unit and commercial unit Holders respectively on Super Area basis.

SCHEDULE- II

LIST OF SERVICES ON PAY-BY-USE BASIS

Ashiana Maintenance Services on its own or through other service providers may provide / organize the following services on Pay-by-use basis subject to financial feasibility:

1. Ambulance service and medical assistance / services.
2. Dining facilities including home delivery.
3. Home delivery of daily shopping needs.
4. Providing of household help / driver on full time / part time basis subject to feasibility and availability.
5. Care Home Services including Physio, OPD Services.

NOTE : Above services shall be provided only if there is sufficient demand for the same from the residents and meets the financial feasibility. Further some services shall start on Phase wise basis.

SCHEDULE -III

A. Maintenance Charges

(i) Residential Units-

The Maintenance Charges for the time being are as follows-

Type	Unit	Carpet Area (Sqft)	Built Up Area (Sqft)	Super Area (Sqft)	Fixed Charges for a month (excluding Service Charges) (Rs 2.52)	Service Charge for a month (Rs 0.13)	Capital Charge for a month (Rs 0.60)	Floating Chargers (Tentative) (Rs 0.71)	Tentative Maintenance Charges for a month	Tentative Maintenance Charges for a Quarter	Upfront Maintenance Charges for 12 months
Type A	3 BHK + 3T	1162.83 (108.03)	1406	1716	4324	223	1030	1218	6795	20385	81540
Type B	3 BHK + 2T	1055.52 (98.06)	1291	1575	3969	205	945	1118	6237	18711	74844
Type B1	3 BHK + 2T	1055.52 (98.06)	1291	1575	3969	205	945	1118	6237	18711	74844
Type B2	3 BHK + 2T	1055.52 (98.06)	1291	1575	3969	205	945	1118	6237	18711	74844
Type C	2 BHK + 2T	860.90 (78.98)	1067	1302	3281	169	781	924	5155	15465	61860
Type C1	2 BHK + 2T	860.90 (78.98)	1067	1302	3281	169	781	924	5155	15465	61860
Type C2	2 BHK + 2T	860.90 (78.98)	1035	1262	3180	164	757	896	4997	14991	59964
Type C3	2 BHK + 2T	860.90 (78.98)	1035	1262	3180	164	757	896	4997	14991	59964
Type D	2 BHK + 2T	841.21 (78.15)	1056	1288	3246	167	773	914	5100	15300	61200
Type D1	2 BHK + 2T	841.21 (78.15)	1056	1288	3246	167	773	914	5100	15300	61200
Type E	1 BHK + 2T	563.06 (52.31)	734	896	2258	117	538	636	3549	10647	42588
Type E1	(1BHK) (1ST.	563.06 (52.31)	726	885	2230	115	531	628	3504	10512	42048
Villa	3BFHL)K G+1	1466.49 (136.24)	2045	2495	6288	324	1497	1771	9880	29640	118560
Type E1	(1BHK) (1ST. FL)	563.06 (52.31)	725.82	885	2230.2	115.05	522.15	628.35	3495.75	10487.25	41949.00
Villa	3BHK G+1	1466.49 (136.24)	2045.16	2495	6287.4	324.35	1472.05	1771.45	9855.25	29565.75	118263.00

ii) Commercial Units-

Type of Shop	Super Area sqft	Fixed Charges (excluding Service Charges) @3.56/-	Service Charges@ 0.88/	Capital Charges @ 0.71/-	Reimbursements @0.85/- per sqft	Total Monthly Maintenance Charges	Total Quarterly Maintenance Charges	Total Maintenance Charges for 12 month
Type 1	964	3432	848	684	819	5784	17352	69408
Type 2	688	2449	605	488	585	4128	12384	49536
Type 3	668	2378	588	474	568	4008	12024	48096
Type 4	337	1200	297	239	286	2022	6066	24264
Type 5	636	2264	560	452	541	3816	11448	45792
Type 6	3570	12709	3142	2535	3035	21420	64260	257040
Type 7	274	975	241	195	233	1644	4932	19728
Type 8	366	1303	322	260	311	2196	6588	26352
Type 9	432	1538	380	307	367	2592	7776	31104
Type 10	274	974	241	194	233	1641	4924	19695
Type 11	366	1302	322	260	311	2194	6581	26323
Type 12	433	1540	381	307	368	2596	7789	31154
Type 13	432	1538	380	307	367	2591	7774	31098
Commercial Adjacent to Club	1673	5956	1472	1188	1422	10038	30114	120456

Note-

- b. Above Charges will be applied for the unit from Effective Date.
- (ii) For Allottee(s) who buy the Unit after the Occupancy Certificate of respective Phase Maintenance charges shall be applicable from the date of handover of the Unit or from the expiry of 30 days from the issue of Letter of Offer for Possession of the said Unit whichever is earlier.
- (iii) Maintenance charges may be revised and fixed by the Maintenance Agency on the basis of current prices of the commodities, services, minimum wages etc. any time during the year.
- c. The charges (Maintenance Charges) for subsequent phases shall be as per the prices prevailing as on the date of taking over of the maintenance of the phase.
- d. GST is to be paid over and above the charges mentioned above.
- e. Maintenance Charges for commercial shops shall increase in same proportion as the same charges for residential unit.

Annexure-1

A.

Reducible Interest Free Maintenance Deposit (RIFMD)				
S. No	Type	Unit Description	Super Area (Sq.ft.)	RIFMD @ 110/ Sq.ft. on Super Area
1	Type A	3 BHK + 3T	1716	188760
2	Type B	3 BHK + 2T	1575	173250
3	Type B1	3 BHK + 2T	1575	173250
4	Type B2	3 BHK + 2T	1575	173250
5	Type C	2 BHK + 2T	1302	143220
6	Type C1	2 BHK + 2T	1302	143220
7	Type C2	2 BHK + 2T	1262	138820
8	Type C3	2 BHK + 2T	1262	138820
9	Type D	2 BHK + 2T	1288	141680
10	Type D1	2 BHK + 2T	1288	141680
11	Type E	1 BHK + 2T	896	98560
12	Type E1	(1BHK) (1ST. FL)	885	97350
13	Villa	3BHK G+1	2495	274450

B. Commercial Shops-

Type of Shop	Super Area sqft @ 20 per sqft	IFMS @ 20 per sqft
Type 1	964	19280
Type 2	688	13760
Type 3	667	13340
Type 4	337	6740
Type 5	636	12720
Type 7	668	13360
Type 9	3570	71400
Type 10	274	5480
Type 11	366	7320
Type 12	432	8640
Type 13	431	8620
Commercial Adjacent to Club	1673	33460