

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (“Agreement”) is executed at _____ on this _____ day of _____, 20__:

B E T W E E N

ASHIANA SEHAR RESIDENT SELF - SUPPORTING CO-OPERATIVE SOCIETY LIMITED. an Owner’s association registered under _____, having its office at _____ through its President, _____ 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 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 having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata -700071, and Local Office at Ashiana Housing Limited Ashiana Trade Centre, Adityapur, Jamshedpur- 831013 Jamshedpur, India. through its authorized representative Mr. _____ S/o _____ 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 having its registered office at 11G, Everest, 46/C, Chowringhee Road, Kolkata-700071 (hereinafter referred to as the **‘Promoter’**) is developing a group housing project named as ‘Ashiana Sehar’ on a piece of land situated at Mouza- Pardih, Survey Ward No. 8, JNAC (Mango) PS Mango, Town Jamshedpur, District East Singhbhum, Jharkhand (hereinafter referred to as **Whole Project**) owned by **Vatika Home Makers (hereinafter referred to as Land Owner)**, a Partnership Firm in terms of a registered development agreement entered between the Promoter and Land Owner.
- B. Society is an Society of owners who have bought flats/units/spaces in the residential project known as “Ashiana Sehar Owners Society”, formed under the provisions of Jharkhand Self Supporting Co Operative Act, 1996. The Society has

been formed for the purpose of maintenance, management and repair of the common areas and facilities in Ashiana Sehar .

- C. 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.
- D. Maintenance Agency is a facility management entity engaged in the business of management and maintenance of various residential projects in Bhiwadi, Jaipur, Neemrana, Jodhpur, Pune, Halol, Jamshedpur, etc. and has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipment's, amenities and facilities such as club house, swimming pool, gym, STP, water treatment plant, power back up system, reticulated pipe gas network, video door phone, CCTV surveillance system or other modern security system, lifts, horticulture, etc.
- E. It was further represented by the Maintenance Agency that due to its qualitative and cost-effective maintenance of projects, it is able to maintain the beauty and aesthetic look of the projects consistently which not only increases the life of the projects but gives appreciation to the value of the projects. Apart from qualitative maintenance of the projects, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents.
- F. The Society has represented that the Promoter is at present developing the Whole Project. Further, the Promoter shall handover the common areas and facilities of Whole Project to the Society in accordance with the Real Estate (Regulation and Development) Act, 2016 ("Act") and Rules and Regulations made thereunder, as applicable on the Whole Project and the Promoter shall be responsible for the maintenance of the Whole Project up to three months from the date of Occupation Certificate of the Whole 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 Whole Project (hereinafter referred to as "**Effective Date**").
- G. The Society represents that the Promoter is developing the Whole Project on a portion of the Entire Land and the balance portion of Entire Land is with Land Owner (hereinafter referred to as Owners Retained land). The Society represents that there will be certain common areas, facilities and amenities such as street lights, security guards, guard rooms, maintenance of approach road etc. that will be shared by the residents of the project developed/ to be developed on the Owners Retained Land.

H. 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 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 an Unit owner in the 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; and
 - (iv) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- b) **“Built Up Area”** shall mean the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Unit, 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.
- 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) **“Unit”** shall mean flat/apartment in the 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.

- e) **“Maintenance Charges”** shall mean charges payable by an Allottee to the Maintenance Agency for maintenance and management of the Whole Project as described in Clause 6 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 Allottee/ship is subsisting and is not terminated in accordance with the Bye- Laws.
- g) **“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, lock-outs, 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.
- h) **Entire Land** shall mean the land admeasuring _____ sqm inclusive of Scheduled Land and Owners Retained Land.
- i) **Scheduled Land** shall mean the land admeasuring _____ sqm on which Whole Project is being developed.
- j) **“Whole Project”** shall mean the residential project comprising of flats, parking facility, club house, other amenities and facilities etc. constructed / to be constructed upon the Scheduled Land and named as **“Ashiana Sehar”**.
- k) **“Service Charges”** shall mean charges payable by an Allottee to the Maintenance Agency for services rendered to the Allottee.
- l) Words importing singular number include plural number and vice-versa.
- m) Words importing masculine gender include feminine gender and vice-versa.

- n) 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 Whole Project and the Maintenance Agency hereby agrees to manage, administer and maintain the Whole Project and provide the Facilities & Services in respect of the Whole Project.
- 2.2. Maintenance Agency shall commence maintenance services in the Whole Project with effect from the “**Effective Date**”.

3. MAINTNENANCE AND SERVICES TO BE PROVIDED BY ASHIANA MAINTENANCE SERVICES

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

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

- 4.1. The term of this Agreement shall come into force from the date Maintenance Agency starts maintenance of the Whole Project (hereinafter referred to as the **Effective Date**). Maintenance Agency shall remain the sole maintenance agency of the Whole Project until this agreement is terminated strictly as per the terms of clause No. 8 hereinafter. Either Party shall not be entitled to terminate this Agreement for a period of five (5) years commencing from the “Effective Date” (Lock-in-period).
- 4.2 . Society authorizes the Maintenance Agency to obtain the complete list of all the Unit Owners of the 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 from the Promoter on the Effective Date. Further, Society also authorizes Maintenance Agency to take from the Promoter Unit wise detail of carpet area, balcony area, built up area and super area as well as of the

Whole Project.

- 4.3 Society shall provide a complete list of all equipments, warranty cards etc to the Maintenance Agency under a valid acknowledgement which shall be deemed to be in possession of the Maintenance Agency.

5. TRANSFER OF MAINTENANCE DEPOSIT COLLECTED BY THE PROMOTER FROM EACH UNIT HOLDER

- 5.1. Society hereby authorizes and empowers the Maintenance Agency to collect and hold interest free maintenance security deposit from the allottees of the Whole Project. The Maintenance Agency shall also obtain a detail list of deposit held against each Unit from the Promoter.
- 5.2 It is agreed between the parties that if any member sells/transfer his Unit then deposit held against the Unit shall be transferred in the name of the new member and shall not be refunded to the outgoing member.
- 5.3 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.

6. MAINTENANCE AND OTHER CHARGES

- 6.1. It has been agreed by and between the Society and the Maintenance Agency that in consideration of the Maintenance Agency maintaining the 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 .
- 6.2. 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 Allottee/s, it shall be entitled to raise bills directly to the Allottee/s for the Facilities and Services provided in the Whole Project. Society hereby empowers and authorizes the Maintenance Agency to raise a consolidated monthly bill in advance for the agreed services to the individual Allottee/s. Further it is agreed between the parties that the maintenance charges for the Whole Project shall be divided between all the Allottee/s in proportion to the Super Area of their respective Units.
- 6.3. It has been agreed by and between the Society and the Maintenance Agency that the Allottee/s/ residents shall be liable and obliged to pay the following amount as maintenance charges to the Maintenance Agency:-

6.3.1 Fixed Charges-

- (i) A monthly sum, payable by the Allottee(s) towards costs of maintenance and upkeep in terms of **Paragraph A of Schedule I** attached hereto proportionately based on the Super Area of the Unit.
- (ii) Proportionate cost per month basis for running and maintaining the club house and any other common areas and facilities including the salary of administrative staff.

6.3.2 Capital Maintenance Charges-

- (i) A monthly sum, based on the super area of the Unit, and 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 charges every financial year and determine the revised capital charges which shall be borne by the Allottee/s.

6.3.3 Reimbursements-

- (i) Proportionate monthly costs of electricity and/or power for lighting common areas including street lights, operation of water pumps, R.O. Plants, STP, lifts, community hall and other common facilities as per actual in proportion which the super area of the Unit bears to the total super area of the Whole Project. Above electricity and/ or power costs shall 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.
- (ii) Proportionate 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) Proportionate 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;

6.3.4 Proportionate costs of any other services plus Service Charges at the rate of 25% that may be extended or provided from time to time by the Maintenance Agency and not stated in Schedule I.

6.3.5 Proportionate cost of common areas, facilities and amenities such as street lights, security guards, guard rooms, maintenance of approach road etc. that will be shared by the Allottee/s of the Whole Project and the residents of Owners Retained Land in proportion to their super areas.

6.3.6 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.

6.3.7 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 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.

6.3.8 **Service Charges and Taxes-**

- i) Service Charges by the Maintenance Agency@ Rs. _____ per sqft per month based on the Super Area of the Whole Project. The said Service Charges shall increase every year in proportion of the increase in Fixed Maintenance Charges. The current Fixed Maintenance Charges is Rs. _____ per sqft. Therefore, for eg. if the Fixed Maintenance Charges increase by 10% from Rs. _____ per sqft per month to Rs. _____ per sqft per month, then the Service Charge shall also increase by 10% from Rs. _____ per sqft to Rs. _____ per sqft per month.
- ii) 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.
- iii) Service Charges @ 25% charged on additional services as referred to in Clause 6.3.4.

6.4 It is agreed that Maintenance Charges shall be shared in proportion to the total super area of the Whole Project.

6.5. It has been agreed by and between the Parties that indicative monthly maintenance charges as on Effective Date shall be as per the rate given in **Schedule II(A)**. The Maintenance Agency has represented to the Society that the charges depicted in **Schedule II A** are indicative and both the parties agree that the Maintenance Agency shall be at a liberty to review the indicative prices on the Effective Date keeping in mind the inflation rates prevailing at that time and the Allotte/s shall have to pay to the Maintenance Agency or its assignee accordingly. It has been further agreed by and between the Parties that monthly maintenance charges will be determined and fixed by the Maintenance Agency on the basis of current prices of the commodities, services, minimum wages etc. at the beginning of the financial / calendar year. The Society specifically agrees that Ashiana Maintenance Services shall be at liberty to review, determine and fix the said

maintenance charges at the beginning of the 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 Member.

- 6.6 It has been agreed by and between the Parties that indicative monthly Maintenance Charges as on the Effective Date shall be as per the rate reviewed by the Maintenance Agency on the Effective Date 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**). The Maintenance Charges shall not be reviewed and revised till the expiry of 12 months from the Effective Date. 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. 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.
- 6.7 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 charges any time during the year.
- 6.8 Amount received for the capital repair/replacement under clause 6.3.2 of this Agreement shall be utilized for capital repair/replacement arising out of normal wear and tear of the capital equipments. It has been agreed by the Owner(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 6.3.2 of this Agreement and shall be solely borne by the all the owners 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 Owners shall collectively be responsible for such kind of repair/replacement of capital equipments.

7.0 RAISING OF BILLS AND PAYMENTS

- 7.1. The Society authorizes / empowers the Maintenance Agency to raise a consolidated monthly bill to each Member in advance for the maintenance and other charges provided in Clause 6.3 provided by it by 10th day of the each calendar month and Allottee/s shall be liable and obliged to make payment thereof within 15 days from the date of raising the bill.

- 7.2.** It has been agreed between the parties that the Member shall be liable and obliged to make payment of monthly maintenance and other charges with effect from the “Effective Date” and such charges would be payable irrespective of the fact whether or not the Unit was occupied or remained vacant.
- 7.3.** It has been agreed by and between the parties that if any Member does not make the payment of Maintenance Charges for any month, the Maintenance Agency shall be entitled for interest calculated at the rate of 18% per annum thereon provided however, if the default continues beyond two months, the Maintenance Agency without prejudice to its right to claim interest shall be at liberty to discontinue or disconnect the common services including supply of water and power back-up to the Unit of the defaulting owner without giving any further notice. In doing so, the Maintenance Agency shall inform the Society of its intention of proceeding against the defaulting Member. It is made clear that the defaulting Member would continue to be liable for payment of maintenance and other charges even for the period for which such services or any part thereof may remain discontinued or disconnected.
- 7.4.** In case 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.
- 7.5.** The Owner 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 and other charges but the Maintenance Agency shall recognize only the Owner as the person liable or responsible for payment of maintenance and all other charges.
- 7.6.** Any correspondence with regard to maintenance and service by the Maintenance Agency and charges thereof shall be entered into only by the Owner. Maintenance Agency shall entertain correspondence with regard to maintenance of service and charges thereof only from the Owner and shall not entertain or deal with any tenant in this regard.

8. TERMINATION

- 8.1.** Maintenance Agency represents to the Owners Society that it maintains the property and plans a range of entertainment activities. Maintenance Agency strives to provide qualitative and cost-effective maintenance of the Whole Project, however if the Allottee/s think otherwise or do not find the services satisfactory then Maintenance Agency agrees to surrender the maintenance of the Whole Project. Therefore, it is agreed between the parties that after the expiry of Lock-In-Period as mentioned under clause 4 hereinabove, this Agreement shall stand

terminated upon expiry of a period of three months from the date of the following events :-

(i) Upon the Maintenance Agency receiving a written referendum signed by not less than 51% of the total number of Allottee/s in the Whole Project (Maintenance Agency reserves the right to survey / verify the consent of Allottee/s from every individual Member); or

(ii) Upon the Maintenance Agency issuing a general circular informing the Society and the Allottee/s of Units about its decision to terminate this agreement.

(iii) The Maintenance Agency is declared insolvent by a court of competent jurisdiction.

8.2. Upon the termination of the maintenance agreement, the Maintenance Agency shall hand over the maintenance of the Project to the Society within three months.

8.3. Save as aforesaid this agreement shall continue and no individual Member or the Society shall have any right to determine or terminate this agreement.

8.4. Notwithstanding anything contained in clause 10.1 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 20 lacs only due to the Maintenance Agency from the Whole Project.

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

8.6. It is agreed by and between Parties, that upon termination of this Agreement the outstanding dues, if any against the Allottee(s) shall be adjusted against the maintenance deposit 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.

9. LIMITED LIABILITY

9.1. 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 Units Owners/ Holders 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 Unit Owners/ Holders themselves. The Unit Owners/ Holders shall indemnify and keep Maintenance Agency harmless against all such claims or liabilities.

- 9.2. Maintenance Agency shall to the best of its ability render and provide all necessary and or requisite Facilities 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 Facilities and Services by reason of any Force Majeure circumstances or any circumstances beyond its control.
- 9.3. 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.
- 9.4. In course of rendering maintenance services Maintenance Agency does not guarantee or ensure full proof safety and security of the 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 / Whole Project or any part or portion thereof.
- 9.5. Maintenance Agency shall also not be liable for any loss, damage or physical injury which may be caused to the Member, 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.
- 9.6. Maintenance Agency shall not be liable / responsible for renewal of statutory approvals taken by the Promoter for the Whole Project/ Society. Compliances and/ or renewal of the approvals and/or NOCs shall be the responsibility of Society. The Society shall be entitled to approach the requisite authority for any such approvals/renewals at its own cost and in its own name. The Society hereby authorize the Maintenance Agency to collect the cost of such renewals, approvals on its behalf from the Allottee/s as and when required by it. Such cost will be paid by the Allottee/s proportionately on the basis of super area of their unit to the total super area of the Whole Project. However, the responsibility of getting renewals will lie with the Society solely. Failure to get statutory approvals renewed within the prescribed time and/or consequences resulting due to non - renewal of the statutory approvals shall not cast any liability on the Maintenance Agency.

10. GENERAL

- 10.1. The Society shall be solely responsible for any disputes or differences amongst its Allottee/s and the Maintenance Agency shall communicate with the Allottee/s of Management Committee of the Society, which shall function in accordance with bye-laws of Society. Further, the Maintenance Agency shall not be answerable to individual Allottee/s in the Whole Project.
- 10.2. Maintenance Agency shall not be obliged to take insurance of the Units and it shall be the responsibility of the Member / the Society.
- 10.3. 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 Whole Project. The Society appreciates the need to maintain and preserve the ambience of the 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 Whole Project.
- 10.4. 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 non compliance by the Allottee/s under any circumstances.
- 10.5. Society hereby authorize the Maintenance Agency to commercially exploit certain common areas of the Whole Project for generating revenue, including allowing advertisements by putting hoardings/banners on parapet/boundary walls or lifts, mobile booster on terrace, kiosk by Companies etc. or other advertisements from the Whole Project, from signage space, organizing events, etc. which shall be utilized by the Maintenance Agency towards the maintenance of the Whole Project and Maintenance Agency shall keep 20 % of revenue generated from the same as it charges for identifying vendors/organizing the events, etc. The revenue so generated from common areas of the Whole Project, less Maintenance Agency's consideration from the same in accordance with this clause shall be adjusted in determining estimated Cost of Maintenance as per clause 6.3.
- 10.6 The Society represents that the government and different authorities are emphasizing on the need of adopting environment friendly measures like solid waste management to protect the environment and are issuing guidelines for compliance of the same. The Society hereby authorizes Maintenance Agency to take necessary measures required for compliance of such orders, guidelines and notification. The Society agrees that the cost, if any, to be incurred on such implementation shall be borne by the Allottee/s in proportion to the super area of the Unit to the Whole Project. It further authorizes Maintenance Agency to

collect such amount from the allottees in proportion of super area of their units to the super area of the Whole Project.

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

11. NOTICE

- 11.1. Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall 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 Whole Project.

12. SUCCESSION

- 12.1 In the event of dissolution of Society and/or formation/constitution of any other body/entity by the Allottee/s in the 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.

13. ASSIGNABILITY / TRANSFERABILITY

- 13.1. The Society agrees and hereby assigns the right of the Maintenance Committee to the Maintenance Agency so as to enable it to enforce the code of conduct under the Bye Laws.
- 13.2 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.

14. WAIVER

- 14.1. 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.
- 14.2. 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.

15. JURISDICTION

15.1. The courts having original jurisdiction in Jamshedpur, Jharkhand shall have the jurisdiction in all matters relating to or arising out of this Agreement.

16. DISPUTES AND THEIR REDRESSAL

16.1. 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 an arbitral tribunal consisting of three arbitrators, out of which each party shall appoint one arbitrator and the two appointed arbitrators shall mutually appoint the presiding arbitrator who con-jointly shall decide the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time and his decisions shall be final and binding on both the parties. The place of Arbitration shall be Jamshedpur 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 Ashiana Sehar 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 Whole Project).
- 1.2 Daily domestic refuse collection and its disposal.
- 1.3 Cleaning of surface drains, sewage collection network etc. depending on requirement.

2. Horticulture

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

3. Water Supply

- 3.1 Maintenance and operation of Water Tower or Water Reservoir.
- 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 Cleaning of bore wells as and when required
- 3.5 Periodical testing of water.
- 3.6 Maintenance and Operation of R.O. Plant (if any)

4. Power Supply

- 4.1 Maintenance of power distribution network including, 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, side walks 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 Whole Project and forming part of the total land.(Cost for such repair shall be charged proportionately)

6. Security

6.1 Round the clock security of the Whole Project

B. Capital Repairs/ Replacement

The capital repairs would cover:

1. Repair of water distribution systems and R.O. Plants etc.
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 equipments, computers, transportation equipments, gardens equipments etc. and relaying of lawns.
6. Replacement and addition of furniture & fixture items
7. Any other misc. repair / replacement of capital nature.

C. Electrician and Plumber 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.
- 2.Cost of maintenance dues does not include repairs/maintenance within the unit and individual power bills.
- 3.The capital expenditure incurred/to be incurred in respect of the buildings, plant, machinery etc. (e.g. water tower, STP, generators, electrical distribution system etc.) serving the entire Whole Project shall be shared among all phases of the Whole Project in proportion to their carpet area plus balcony area.

Schedule- II

A. Monthly Maintenance Charges

Type of Unit	Fixed Maintenance Charges	Capital Charges	Rebmuirsement	Total Monthly Maintenance Charges
3 BHK				
2 BHK				

Note-

- (i) The charges reflected above are indicative and may vary on the Effective Date keeping in mind the inflation rates prevailing at that time.
- (ii) Maintenance Charges will be applied for the unit from Effective Date.
- (iii) For Allottee(s) who buy the Unit after the Occupancy Certificate 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.
- (iv) 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.
- (v) Taxes including GST shall be applicable over and above the monthly maintenance charges