

This draft Tripartite Agreement is tentative and the Company reserves the right to amend /alter/modify the said agreement before its execution at its discretion. The buyer needs to sign this agreement to indicate his/her consent to the terms and conditions as contained therein.

**TRIPARTITE MAINTENANCE AGREEMENT
AT BHIWADI, RAJASTHAN**

THIS AGREEMENT made at Bhiwadi on _____ BETWEEN

ASHIANA HOUSING LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700 071 hereinafter referred to as "**the BUILDER**" (which expression shall unless repugnant to the subject or context be deemed to mean and include its successors, representatives and assigns) of the **FIRST PART**.

AND

ASHIANA MAINTENANCE SERVICES LIMITED, a Company incorporated under the Companies Act, 1956 and a wholly owned subsidiary of Ashiana Housing Ltd. having its registered office at 5F, Everest, 46/C, Chowringhee Road, Kolkata -700071, hereinafter referred to as "**Ashiana Maintenance Services**"(which expression shall unless repugnant to the subject or context be deemed to mean and include its successors, representatives and assigns) of the **SECOND PART**.

AND

Mr./Mrs. _____ son/daughter/wife of _____ resident of _____; (hereinafter referred to as "**the OWNER**" which expression shall unless repugnant to the subject or context be deemed to include his/her, their/its heir, legal representative, executors, successors and assigns) of the **THIRD PART**.

In this agreement the following expression shall also have the meaning assigned thereto:

- a) "**The Said Complex**" means the building complex in project known as **ASHIANA TOWN** β at Bhiwadi, developed and constructed by the Builder on the land situated at village Thada and village Udaipur, Tehsil Tizara, Distt. Alwar, Rajasthan.
- b) "**The Purchase Agreement**" means the Agreement entered into by the Owner with the Builder for purchasing and acquiring ownership right in a Unit/ Flat No. _____ in the said Complex.
- c) "**The Unit**" means the Flat No. _____ having super built-up area of _____ Sq. Ft. (_____ Sq. Mtr .) in the said Complex agreed to be purchased and/ or acquired by the Owner under the Purchase Agreement.

- d) Other expressions not defined in this agreement but defined in the Purchase Agreement shall have the same meaning as defined in the Purchase Agreement.

WHEREAS, Owner agreed to purchase and acquire ownership right in a unit in the said Complex by the Purchase Agreement;

AND WHEREAS under the Purchase Agreement the Owner is obliged to pay proportionate charges for maintenance of the said Complex and for provision of various services in the said Complex to the Builder or its assignee and under the Purchase Agreement the Owner further agreed to enter into a separate agreement with the builder or its assignee for maintenance of the said Complex and for obtaining services in the Complex.

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

ARTICLE 1 : ASSIGNMENT BY THE BUILDER IN FAVOUR OF ASHIANA MAINTENANCE SERVICES

- 1.1. It is recorded that the Builder has assigned all its rights and obligations under the Purchase Agreement with regard to maintenance of the said Complex in favour of Ashiana Maintenance Services and Ashiana Maintenance Services has agreed to take over all such rights and obligations and discharge and perform all duties and obligations of the Builder relating to the maintenance of the said Complex and for rendering of such services under the Purchase Agreement.
- 1.2. The Owner hereby acknowledges such assignment and agrees to get the said Complex maintained and obtain requisite services under the Purchase Agreement from Ashiana Maintenance Services in place and stead of the Builder. Ashiana Maintenance Services has been further authorised / empowered to nominate or assign any other maintenance agency to take over and discharge/ perform all such duties and obligations of Ashiana Maintenance Services for maintenance of the said complex if it desires to do so and the Owner hereby agrees and undertakes to accept such authorisation / assignment for maintenance of all common services and facilities.
- 1.3. It is agreed that the Builder has no further liability and/or obligation for maintaining the said Complex and for providing any service under the Purchase Agreement and the Builder is relieved and discharged of all such liabilities and all such maintenance and services shall be rendered and/or provided by Ashiana Maintenance Services.
- 1.4. It is recorded that the Owner has paid a sum of Rs. ***/- with the Ashiana Maintenance Services as and by way of or on account of **interest free maintenance security** for the due payment of his / her proportionate maintenance charges and Ashiana Maintenance Services shall hold the said maintenance security on the terms and conditions contained in the Purchase Agreement.
- 1.5. The Builder and Ashiana Maintenance Services have entered into and/or shall enter into similar agreements with the owners of all other units in the said Complex.

ARTICLE 2: MAINTENANCE AND SERVICES TO BE PROVIDED BY ASHIANA MAINTENANCE SERVICES

- 2.1 Ashiana Maintenance Services agrees to manage, administer and maintain the said Complex and provide various services at the said Complex more fully stated and described in Schedule being **Annexure 'I'** attached hereto.
- 2.2 In pursuance of the Purchase Agreement and in consideration of Ashiana Maintenance Services, maintaining the said Complex and providing the services as set out in **Annexure 'I'** hereto, the owner agrees and binds himself to pay to Ashiana Maintenance Services the maintenance security and service charges more fully stated hereinafter.
- 2.3 Any services outside the scope of services as set out in the **Annexure 'I'** hereto shall be undertaken by Ashiana Maintenance Services on written consent of the Owner's Welfare Association and Ashiana Maintenance Services shall charge actual cost incurred plus a service charge as determined by Ashiana Maintenance Services from time to time.

ARTICLE 3 : MAINTENANCE AND OTHER CHARGES

- 3.1 The Owner shall be liable and obliged to pay the following sums of money with or to Ashiana Maintenance Services:-
- (a) An interest free one time maintenance security calculated at the rate of Rs. ___***/- per Sq. Ft. of the super built up area of the Unit payable at or before the execution of this agreement. It is however recorded that the Owner has already made this payment.
 - (b) A monthly sum, based on the super built up area of the Unit, shall be payable towards costs of maintenance and upkeep in terms of **Paragraph A of Annexure "I"** attached hereto.
 - (c) A monthly sum, based on the super built up area of the Unit, and as determined by Ashiana Maintenance Services shall be payable towards costs of capital repairs/replacement in terms of **Paragraph B of Annexure "I"** attached hereto. If at any point of time, expenses incurred on account of capital repair / replacement / additions / outside paintings etc. by Ashiana Maintenance Services is in excess of amount collected on account of capital expenses, the Owner(s) hereby agrees and undertakes to bear the proportionate cost of excess expenditure.
 - (d) Other management and maintenance cost are divided on the basis of different activities which are mentioned as per **Annexure "II"**.
 - (e) Proportionate monthly costs of electricity and/or power for lighting common areas including street lights, operation of water pumps, sewerage treatment plant, lifts, community hall and other common facilities in the proportion in which the super built up area of the Unit bears to the total super built up saleable area of the Complex. Above electricity and/ or power costs shall be billed in advance and adjusted as per actual expenses periodically or at least once in a year.

- (f) Proportionate costs of diesel, lubricating oil and other consumables for operation of generator on connected generator wattage basis per month. This amount shall also be billed in advance and adjusted as per actual expenses periodically or at least once in a year.
 - (g) Proportionate cost of any other services that may be extended or provided from time to time by Ashiana Maintenance Services and not stated in **Annexure ' I '** hereto in the proportion referred to in Clause (d) hereinabove.
 - (h) Proportionate cost per month basis for running and maintaining the Club House.
 - (i) Service Tax and/or any other tax as applicable from time to time, arrears if any demanded in this regard at any time
- 3.2. The rate of monthly maintenance charges will be determined and fixed by Ashiana Maintenance Services on the basis of current prices of the commodities, services, minimum wages etc. at the beginning of the financial / calendar year. The Owner specifically agrees that Ashiana Maintenance Services shall be at liberty to increase the said maintenance rate from time to time taking into account the escalation and/or variation in rates and/or prices of commodities, services, wages etc., and such assessment by Ashiana Maintenance Services shall be conclusive, final and binding on the Owner.
- 3.3 The owner shall be liable and obliged to make the payment of upfront maintenance charges for one year to Ashiana Maintenance Services at the time of taking physical possession of the Unit.

ARTICLE 4 : RAISING OF BILLS AND PAYMENT

- 4.1. The Owner shall be liable and obliged to make payment of monthly maintenance and other charges from the date Ashiana Maintenance Services starts maintaining the complex and such charges would be payable irrespective of the fact whether or not the Unit was occupied or remained vacant.
- 4.2. Ashiana Maintenance Services shall raise a consolidated monthly bill in advance for maintenance and other charges stated in Clauses 3 (b) to (h) above by 10th day of the each calendar month and the Owner shall be liable and obliged to make payment thereof within 15 days from the date of raising the bill.
- 4.3. In case payment is delayed beyond the same month, Ashiana Maintenance Services shall be entitled to interest calculated at the rate of 2% per month provided however, if the default continues beyond two months, Ashiana Maintenance Services 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. It is made clear that the defaulting owner 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.

- 4.4. The Owner shall be required to make payment of maintenance and other charges either by crossed local cheque or demand draft or Banker's cheque only and no other mode of payment shall be acceptable.
- 4.5. In case any cheque issued by the Owner is dishonoured or returned by the Banker of the Owner on any ground whatsoever then Ashiana Maintenance Services without prejudice to its right to seek remedy available under the Negotiable Instruments Act, 1881 and shall also be entitled to a service charge of Rs. 500/- or such other service charge as may be revised by Ashiana Maintenance Services from time to time in addition to the bill amount and interest for the delay, if any.
- 4.6. The Owner 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 Ashiana Maintenance Services shall recognise only the Owner as the person liable or responsible for payment of maintenance and all other charges.
- 4.7. Any correspondence with regard to maintenance and service by Ashiana Maintenance Services and charges thereof can be entered into only by the Owner. Ashiana Maintenance Services 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.

ARTICLE 5 : TERMINATION

- 5.1. This agreement shall stand terminated upon expiry of a period of three months from the date of the following events:-
 - (a) Upon the Ashiana Maintenance Services receiving a resolution signed by the persons owning not less than 51% of the total saleable area in the said Complex (Ashiana Maintenance Services reserves the right to survey / verify the consent of Owner from every individual Owner); or
 - (b) Upon Ashiana Maintenance Services issuing a general circular informing the Owner and the owners of other units in the said Complex about its decision to terminate this agreement;
- 5.2. Save as aforesaid this agreement shall continue and no individual owner shall have any right to determine or terminate this agreement.
- 5.3. Upon termination of the contract the outstanding dues, if any against the Owner shall be adjusted against the maintenance security and the balance amount, if any, shall be refunded by Ashiana Maintenance Services to the Owner within six months of such termination. In case the outstanding dues are not covered by the maintenance security, the Owner will make good this shortfall within thirty days of the termination of the contract.
- 5.4. Upon termination Ashiana Maintenance Services shall be relieved and discharged of all its obligation and duties relating to maintenance and services.

ARTICLE 6: LIMITATION OF LIABILITY OF ASHIANA MAINTENANCE SERVICES

- 6.1. Ashiana Maintenance Services shall to the best of its ability render and provide all necessary and or requisite maintenance and services set out in **Annexure "I"** attached hereto directly and/or through various outside/out resourced agencies under separate agreements/ arrangements entered into with them. However, Ashiana Maintenance Services 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.
- 6.2. In course of rendering security services directly or through outsourced agency Ashiana Maintenance Services does not guarantee or ensure fool proof safety and security of the said Complex and Ashiana Maintenance Services shall have no financial liability by reason of any fire, theft, burglary or any other reason whatsoever occurring in the said Complex or any part or portion thereof.
- 6.3. Ashiana Maintenance Services shall also not be liable for any loss, damage or physical injury which may be caused to the Owner or his tenants, licensees, customers, visitors or guests on account of any human error or fault on the part of the employees of Ashiana Maintenance Services or any bite by stray dogs, pets, bees etc. by reason of any force majeure circumstances.
- 6.4. Amount received for the capital repair/replacement under clause 3.1 (c) 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 3.1 (c) of this Agreement and shall be solely borne by the all the owners collectively. Under no circumstances, Ashiana Maintenance Services 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.
- 6.5. In this article, force majeure circumstances shall include Acts of God, earthquake, war, terrorism, civil commotion, riot, fire, theft, strike etc.
- 6.6. The Builder has represented and the Owner has acknowledged the fact that the Builder has obtained all requisite approvals/ permissions/ sanctions such as Fire NOC, Consent to Operate from Pollution Control Board and etc. and all such approvals/ permission/ sanction are in force and valid at the time of handing over the unit to the owner. The Builder shall not be obliged to apply for or obtain renewal of Fire NOC, Consent to Operate, Renewal/ replacement of transformer and/or other statutory renewals which are required to be obtained for the said Complex in future. The Owner and owners of other units and/or Owners Welfare Association/ Representative Body of Owners without any reference to the Builder or Ashiana Maintenance Services shall be entitled to approach the requisite authority for any such approvals/renewals. 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 Builder and Ashiana Maintenance Services.

ARTICLE 7 : TRANSFER AND/OR ASSIGNMENT BY THE OWNER

- 7.1. The Owner shall clear and make payment of the entire due bills of Ashiana Maintenance Services on account of maintenance and other charges prior to sale and/or transfer of the Unit.
- 7.2. The Owner shall inform to Ashiana Maintenance Services the names, addresses and other particulars of the new purchaser and/or assignee of the said Unit.
- 7.3. The Owner shall have no right to obtain refund of the maintenance security and such maintenance security shall stand transferred in the records of Ashiana Maintenance Services in the name of new purchaser and/or assignee of the Unit who shall be deemed to be the owners in place and stead of the erstwhile owner. Upon such sale or transfer all rights, duties and obligations of the Owner under this agreement, shall also stand transferred and assigned and the assignee shall be entitled to all the 'rights of the Owner and shall also be bound and obliged to perform and discharge all obligations and duties of the Owner to the end and extent as if the assignee is the Owner under this agreement.

ARTICLE 8: GENERAL

- 8.1 The failure of Ashiana Maintenance Services 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.
- 8.2 If any provisions of this agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.
- 8.3 This agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/correspondence and agreement between the parties, if any, concerning the matters covered herein whether written, oral or implied. However, it is understood by the parties that the terms of this Agreement shall be read in consonance and not in derogation of the said purchase agreement. This agreement may be changed or modified by Ashiana Maintenance Services in the interest of the said complex by issuing a general circular to all the owner(s) of the said complex.
- 8.4 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 board of the said complex.
- 8.5 It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the Owner and/or subsequent purchasers of the said unit, as the said obligations go along with the said unit for all intents and purposes.
- 8.6 The owner/s undertakes to inform Ashiana Maintenance Services, in writing, if he /she intends to let out the flat. Entry of the tenant in the said complex shall be permitted only after receipt of copy of Rent Agreement / Lease Agreement executed between the

owner and the tenant and other necessary information from the owner of the flat. The Owner shall submit all the necessary documents of the tenant with Ashiana Maintenance Services.

- 8.7 The owner/resident undertakes to make his/her flat available to the maintenance staff for such repairs that have to be attended from inside of the flat and which though not causing any inconvenience to the occupant may be causing some inconvenience to the residents of adjacent flat(s). The owner in such cases shall also bear the expenditure on material, if the same is used for his/her flat exclusively.
- 8.8 The Owner hereby undertakes not to harm or damage the common property in the complex. In case of any damage or harm to the common properties by the Owner, he shall be liable to repair or restore the same in its original state at its own cost. If the Owner fails to do the same, Ashiana Maintenance Services shall undertake the same and recover the cost from the Owner.
- 8.9 The Owner / resident undertake not to carry on any commercial activity in the flat.
- 8.10 The owner / resident undertake that car parking facility allotted to him shall be used solely for parking of car / scooter and not for any other purposes. If owner / resident uses his car parking facility for any other purposes or parks his car at visitors parking or in any street of the project or keeps his private belongings like cooler, drums, flower pots etc. in public utility space or on the roof or in common spaces, open spaces, lobbies, staircases of the building it will be considered as encroachment of these spaces and in such circumstances, Ashiana Maintenance Services shall be at liberty to impose penalty to such owner / resident as it may deem fit. Amount of penalty, so collected shall be utilized towards the capital repairs/ replacements as per Article 3.1 (c) of this Agreement or utilized / adjusted against maintenance expenditure of the said Complex or credited / transferred in the account of Owner's Welfare Association. Upon failure to remove private belongings from the common spaces, roof etc. even after repeated reminders and intimation by Ashiana Maintenance Services and using the parking space for purposes other than parking of car /scooter, Ashiana Maintenance Services shall be entitled to remove such things and cost incurred in such removal shall be recovered from the owner / resident. In such circumstances, the owner / resident shall have no right to claim for his / her belongings. The Owner undertakes to maintain the ambience of the Complex. If the Owner fails to maintain the ambience of the Complex, Ashiana Maintenance Services shall do the same at the cost and risk of the Owner.
- 8.11 The Owner has understood the intent and significance for a well planned, systematic and orderly development of the entire Complex of Ashiana Town β. The Owner acknowledges and appreciates the need for strict compliance of the rules & regulations or the guidelines as framed by the Builder or the Maintenance Agency from time to time for maintaining the beauty, sanctity and uniformity of the entire complex. The Owner appreciates the need to maintain and preserve the ambience of the complex and undertakes not to do anything which will adversely affect the beauty, sanctity and uniformity of the Complex in general and the following in particular:
- a) The Owner shall not carry out any painting / white wash of exterior wall or the outside and inner wall of balcony which is visible from outside. An endeavour to paint exterior wall or balcony wall will spoil the look and beauty of the complex.

- b) The Owner shall not affix grill on the external wall or on the balcony of his unit without approving the design of the grill from the Builder or the Maintenance Company of the Complex.
- c) The Owner shall not fix any antenna or dish antenna anywhere outside his unit.
- d) The Owner shall not put any flower pot or cooler or any material outside his unit.
- e) The Owner shall not at any time hang and /or dry clothes on the external parts of the said unit so as to preserve the ambience of the Complex.
- f) The Owner shall not affix or display or permit to be affixed or displayed on the said Unit any painted or illuminated signboards or advertisements or otherwise. However, the Owner shall be permitted to install the name plate of the size and other specifications as designated by the Builder or the Maintenance Company from time to time.
- g) The Owner shall park his vehicle in the designated parking space only. Under no circumstances, vehicles will be allowed to be parked in the Common Area or elsewhere in the Complex.
- h) The owner shall ensure that dogs/pets, if any kept by him/her do not spoil the common area and / or the premises of other units. He / she will also ensure that dogs /pets do not become cause of nuisance in the said complex.
- i) The owner and /or his /her family members shall not play in any area other than play area specified for the purpose.
- j) The owner shall not make/cause any noise pollution causing disturbance to all the residents in general.
- k) The owner shall always co-operate with the security personnel deployed at the entrance or elsewhere in the complex and will not offend if the security personnel asks for his identity.
- l) The owner shall not keep car more than the parking slot allotted to him.
- m) The owner undertakes to complete / do verification formalities of his / her domestic servant / maid with the local police station and also provide to Ashiana Maintenance Services these particulars with Photo.
- n) The owner shall ensure that the wood work or interior work within the flat shall not cause any nuisance to others and further he /she will not carry out these kind of jobs in common area.

8.12 The Owner under takes not to do anything as above and also authorizes the Builder or the Maintenance Company to impose penalty to him on violation of above. Under no circumstances, the Owner shall confront with the maintenance company or any of its staff in the situation of violation of guidelines.

ARTICLE 9: Formation and Role of Owner's Welfare Association

9.1 All owners of A Town B will become members of the A Town B Owners Association and pay the membership charges and monthly contribution as determined from time to time.

9.2 The builder or its nominee shall initiate the formation of the Owner's Welfare Association once an appropriate level of occupancy is reached (approx 50 % of the first phase), as per the below process-

- a) A core group of approx 3 to 5 owners will be nominated by the builder based on their knowledge in the field of legal, social and operational management of a society. Nomination or changes of the members of the core group will be the sole responsibility of the builder.
- b) This mandate of the core group will be as follows
 - I. Frame the bylaws of the association based on the provisions of the State Apartment Ownership Act/Bill (if any), and in concurrence with the relevant provisions of this agreement.
 - II. Register the Association under the Society Registration Act, 1860.
 - III. Conduct the election as per rules in the formulated bylaws and act as the returning officer for the plebiscite.
- c) Once the newly elected committee of Owner Association / Society is in place, the nominated core group will automatically be dissolved and cease to exist. The core group will have no responsibility or mandate other than that specified above.

9.3 All owners agree that the Owners Welfare Society will have the following responsibilities, and all members will uphold it.

- a) They will interact with Ashiana Maintenance Services in an advisory role, on all issues which are in the collective interest of the complex and its residents.
- b) They will endeavor to have all residents observe a conduct code which is conducive to a good and healthy community living.
- c) Retaining the look and feel of the project by restraining any resident from altering the façade or modifications to the structure, including painting of balconies in any different colour, installation of TV dishes, or sheds/window grills etc. that are not allowed by the builder.
- d) Be responsible for all the legal and statutory clearances pertaining to the project being in place and duly renewed
- e) Community level social, recreational and cultural activities are conducted in an organized fashion

- f) Assist the maintenance agency in the annual budgeting and its delivery execution of services in a cost effective manner
- g) Help in the maintenance of facilities and up gradations particularly to make the project more environmentally friendly
- h) The Society will devise a social system including imposition of fines, legal recourse like terminating the tenancy of a tenant, or police assistance to enforce the below
 - I. No commercial activities being conducted by any resident
 - II. Payment of the dues to any vendor giving direct service to the residents eg cable TV, piped LPG or telecom provider
 - III. Observance of scooter and car parking discipline by all residents
 - IV. Correct use of the common services and facilities so as to preserve
 - V. No undue hindrance or disturbance is caused to non participating residents in any common celebration or event
 - VI. The pet owners abide by the norms of social and community living and pose no threat or offence to other residents.

ARTICLE 10: DISPUTES AND THEIR REDRESSAL

- 10.1 All differences between the owner and Ashiana Maintenance Services will first be sorted out through mutual discussion and dialogue but should any difference or dispute remain, the same shall be referred to arbitration of three arbitrators one to be appointed by each of the said parties and the two arbitrators so appointed shall appoint a third arbitrator. The arbitration proceeding shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The arbitrators shall have summary powers and it would not be necessary for any of the parties to file any formal proceedings. The arbitrators also need not give any reason in support of the award.
- 10.2 The courts having original jurisdiction in New Delhi alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

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

1. Ashiana Housing Limited.

2. Ashiana Maintenance Services Ltd.

3. _____

Witnesses :

1.

2.

ANNEXURE - I

ASHIANA TOWN β, BHIWADI, RAJASTHAN

SCHEDULE OF WORK ABOVE REFERRED TO

The scope of work to be undertaken by Ashiana Maintenance Services at Ashiana Town β 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 complex).
- 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.

2. Horticulture

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

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.

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.

6. Lifts

- 6.1 Maintenance and operation of Lifts

7. Security

- 7.1 Round the clock security of the complex

8. Temple, if built

8.1 Pujaris for doing all the puja in the Temple Complex.

B. CAPITAL REPAIRS / REPLACEMENT

Capital repairs/replacement of Tube wells, Pumps, and Motors, Water Tower, Water distribution network, Electrical Switch Gear, Power Distribution Network, Cables, Generator, Sewage Treatment Plant Equipment etc. as and when necessary. External repairing, re-plastering, painting etc. of the units as and when needed (at least once in 7 years).

C. SERVICES

Services of electrician and plumber to the occupants of the flats/shops 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. Water would be supplied from Deep Tube wells within the complex.
2. Power would be supplied by Jaipur Vidut Vitran Nigam Ltd., Bhiwadi against individual application.
3. All the sewage would be treated and the treated water shall be used for watering of lawns, plantation etc. to the extent possible.
4. Cost of maintenance dues does not include repairs/maintenance within the unit and individual power bills.
5. 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 complex shall be shared among all the Projects in the Entire Land, in proportion to their super built up area, if shared among all projects.

ANNEXURE - II

ASHIANA TOWN B, BHIWADI, RAJASTHAN

Activity	Details	Cost/ sq. ft./ month (in Rs.)
Security	24 Hours security, along with manning the entry.	—
Horticulture	Will take care of the health of the lawns, greenery and all trees and flowers in the complex.	
Sweeping/ refuse disposal	Sanitation and cleaning of the common areas with garbage collection and disposal.	
Operation of stp, generator, water pump	Operators for the whole complex to ensure water supply, power back up and working of STP.	
Repair & maintenance	On call electrician, plumbers services, Helper, & mason for the maintenance of the complex and Lifeguard for pool.	
Administration cost	Administrative, Accounting, Stationary and Miscellaneous cost.	

NOTE:

- ❶ Besides the above, power required for common lighting, running of pumps, lifts, sewerage treatment plant etc. and running of generator (diesel and mobil) will be shared proportionately. The approximate monthly cost is **Rs. ____/sq.ft.**
- ❷ In addition, a capital charges would be there to cover the major capital repairs, replacements, along with periodical outside painting of the buildings. Approximate monthly charges would be **Rs. ____/sq.ft.**
- ❸ Common Maintenance Charges for a period of 12 months (to be determined at the time of offer of possession) would be taken in advance, on the basis of area of Apartment + Service taxes and any other levies as applicable from time to time shall be payable extra.
- ❹ Service tax is not included with the above cost.
- ❺ Services will be provided by a wholly owned subsidiary of Ashiana or any other nominated agency.
- ❻ The above working of cost is as per our estimates as date and will vary in cost and scope of work at the time of possession.