

DRAFT MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (“Agreement”) is executed at Gurugram, Haryana on this ____ day of _____, 2026:

B E T W E E N

_____, an Owner’s Association registered under the Haryana Societies and Registration Act, 2012, having its Office at _____ through its _____ Mr. _____ S/o _____ aged about _____ years _____ R/o _____ [hereinafter referred to as **“Association”** 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 Association 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 _____, Sector 93, Village Wazirpur, Distt.- Gurugram, Haryana 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 Association and Maintenance Agency shall hereinafter be individually referred to as **‘Party’** and collectively as **‘Parties’**.

RECITAL:

- 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’**) is developing a group housing project named as **“Ashiana Aaroham” (Whole Project)** in phases on a piece of land admeasuring 43708 sqm (10.80 acres) (**Entire Land**) situated at Plot bearing No-GH-4, Sector-80, Manesar, Tehsil Manesar, District Gurugram, Haryana. The Promoter is developing the Whole Project in a phase wise manner. All the phases of the Whole Project will upon their completion become a part of the Whole Project.
- B. The Association is a association of owners that has been formed for the purpose of maintenance and management of common areas and facilities of various phases in Whole Project and known as **“Ashiana Aaroham Owners Association”**, formed under the provisions of Haryana Apartment Act and [Haryana Registration and Regulation of Societies Act, 2012](#). The Society represents to the Maintenance Agency that Whole Project comprises of flats, parking, shops and common areas and facilities for the Whole Project, common areas and facilities reserved for the residential blocks and common areas and facilities reserved for the shops of the Whole Project.

- C. The Maintenance Agency has necessary expertise, resources and experience for managing and maintaining various residential projects. Further, Maintenance Agency has in its credit of managing and maintaining group housing projects in Bhiwadi, Jaipur, Neemrana, Jodhpur, Pune, Halol, Jamshedpur etc. having all modern equipment's, amenities and facilities such as swimming pool, club, sports facilities, STP, power back up system or other modern security system, lifts, horticulture etc. Apart from qualitative maintenance of the project, Maintenance Agency has experience organizing 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.
- D. It is further represented by the Association that knowing above facts and after being satisfied with the experience, resources and expertise of the Maintenance Agency, it is the general desire of the Association and its members, apartment buyers of various apartments to get maintenance services within the Whole Project from the Maintenance Agency.
- E. The Association is empowered by the Bye Laws of the Association to enter/execute contracts or agreements with such persons/entities that Association deems fit for implementing the objects of the Association including maintenance and management of common areas and facilities of the Whole Project.
- F. The Association has represented to the Maintenance Agency that the common areas and facilities and amenities in all the phases of the Whole Project shall be maintained and managed by the Promoter up to three months from the date of receipt of occupation certificate of the respective phase excluding the month in which occupation certificate will be issued and thereafter Association shall take over and become responsible for management and maintenance of the common areas and facilities and amenities in the Completed Phases of the Whole Project.
- G. The Association has further represented to the Maintenance Agency that the Whole Project is being developed in phases and future phases of the Whole Project 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. The responsibility of the Maintenance Agency to provide maintenance and management of common areas, amenities and facilities for the Said Project shall become effective from the expiry of 3 (three) months from the date of receipt of occupancy certificate for Said Project. (excluding the month in which occupation certificate will be issued) (hereinafter referred to as the "**Effective Date**"). It is clarified that the 'Effective Date' for subsequent phases of the Whole Project as and when completed shall be construed accordingly i.e. from the expiry of 3 (three) months from the date of receipt of occupancy certificate for each phase.
- H. Therefore, the Association 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, amenities and 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 Person (including a Member) to whom a unit / area in the Whole Project has been allotted, sold or otherwise transferred by the Promoter, including any unit / area which is sold or transferred by any allottee/unit owner in re-sale, and shall include:
 - (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) **"Additional Services"** shall mean the services provided by the Maintenance Agency in addition to the services listed in **Schedule -II**.
- c) **"Additional Service Fees"** shall mean the fees to be paid to the Maintenance Agency towards the Additional Services and detailed in Clause 6.5.4.
- d) **"Agency"** shall have the same meaning as ascribed to it in Clause 11.2.
- e) **"Carpet Area"** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- f) **"Completed Phases of the Whole Project"** shall mean the phases which are completed by the Promoter and handed over to the Association or associations formed with subsequent phases as and when the construction of that phase is complete.
- g) **"Entire Land"** shall have the same meaning as ascribed to it in **Recital A**.

- h) **“Effective Date”** shall have the same meaning as ascribed to it in **Recital G**.
- i) **“Execution Date”** shall have the same meaning as ascribed to it in the Preamble of this Agreement.
- j) **“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.
- k) **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of Maintenance Agency, which adversely affects a Maintenance Agency’s ability to perform any of its obligations under this Agreement, including but not limited to:
- (i) acts of God, fire, draught, flood, earthquake, storms, wildfires, typhoon, tsunami, cyclone, lightning, pandemic, lock-outs, epidemic, lock-downs, other natural disasters, outbreaks of contagious diseases that disrupt maintenance operations and/or provision of Facilities and Amenities, etc.;
 - (ii) explosions or accidents, air crashes and shipwrecks, etc;
 - (iii) strikes, lock-outs, civil disturbances, curfew, riots etc.;
 - (iv) war or enemy action or terrorist action, arm conflict, civil unrest, etc;
 - (v) change in Law, change in rules and regulations, injunctions or stay or order granted by court of law, arbitrator, tribunals, and/ or competent authorities etc. and/or any restriction(s) that disrupt maintenance operations and/or provision of Facilities and Amenities; or
 - (vi) any event or circumstances analogous to the foregoing which is beyond the control of the Maintenance Agency.
- l) **“GMDA Water”** shall mean water supplied by the Gurugram Municipal Development Authority or local municipal authority or any govt agency to the Said Project/Whole Project.
- m) **“Lock-in-period”** shall have the same meaning as ascribed to it in **Clause 4.1**.
- n) **“Maintenance Charges”** shall mean charges payable to the Maintenance Agency for maintenance and management of the Said Project/Whole Project as described in Clause 6.5 of this Agreement.
- o) **“Maintenance Deposit”** shall mean interest free maintenance security deposit to be paid to the Maintenance Agency as a measure of security for the Maintenance Agency and more fully described in Clause 5.1.
- p) **“Member”** shall mean a Allottee, 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.
- q) **“Person”** includes any individual, Hindu Undivided Family, partnership, body corporate, corporation, company, joint venture, trust, business trust, co-operative, association, governmental authority or unincorporated body and, where the context so admits, the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns or any other entity that may be treated as a person under the applicable laws.

- r) **“Power Charges”** shall mean charges payable by an Allottee to the Maintenance Agency with respect to provision of electricity to the Unit(s) as described in Clause 8 of this Agreement.
- s) **“Power Back Up Charges”** shall mean charges payable by an Allottee to the Maintenance Agency for the power backup provided in his/her Unit through DG sets installed in the Said Project/whole Project as described in **Clause 8** and **Schedule IV** of this Agreement.
- t) **“Promoter”** shall have the same meaning as ascribed to it in **Recital A**.
- u) **“Proportionate Basis”** shall mean the proportion which the Carpet Area plus Balcony Area of a Unit bears to total Carpet Area plus Balcony Area of all the Units in the Completed Phases of the Whole Project/Whole Project.
- v) **“Said Project”** shall mean the part of the Whole project being developed on 18849.79sqm portion of the Entire Land comprising of flats/Units, community building, parking facility, other amenities and facilities, etc. developed and/or being developed and named as **“Ashiana Aaroham- Phase I”**.
- w) **“Service Charges”** shall mean charges payable to the Maintenance Agency for services rendered in the Said Project/Whole Project.
- x) **“Water Charges”** shall mean charges paid to the Maintenance Agency in respect of water supplied to the Said Project/Whole Project as described in **Clause 7** of this Agreement.
- y) **“Tanker Water”** shall mean water procured or sourced by the Maintenance Agency from the market through tankers for the use in the Said Project/Whole Project.
- z) **“Term”** shall have the same meaning as ascribed to it in **Clause 11**.
- aa) **“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.
- bb) **“Upfront Maintenance Charges”** shall have the same meaning as ascribed to it in Clause 6.8.
- cc) **“Whole Project”** shall have the meaning as ascribed to it in **Recital A**.
- dd) Words importing singular number include plural number and vice-versa.
- ee) Words importing masculine gender include feminine gender and vice-versa.
- ff) 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 Association 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 Association 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. Association 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 In the event any additional services or amenities outside the scope of Facilities and Services as set out in the **Schedule I (“Additional Services”)** are requested by the Allottee/s, then the Maintenance Agency shall be entitled to provide such Additional Services on written request of the Society subject to its own discretion, capability and feasibility of the said Additional Services. The cost, expenses, fees, charges, taxes etc., in respect of such Additional Services shall be additionally charged by the Maintenance Agency from the Members and Allottees on Proportionate Basis.
- 3.3 The Association hereby represents and confirm that the draft of the Agreement has been approved by the Allottees and confirms that all the Allottees in the Whole Project are aware of the terms and conditions of the Agreement and the Society shall ensure that all future members and allottees in the Whole Project shall give, their express written consent to abide by the terms of this Agreement, rules and regulations framed by the Maintenance Agency and pay the Maintenance Charges, maintenance fees and other charges, fees, costs, dues, deposits, taxes, etc. as per the terms herein.
- 3.4 The Parties hereby agree that: (i) all the Members, and (ii) all the Allottees and occupants of the Said Project and other Completed Phases of the Whole Project; shall be entitled to use and enjoy, on a non-exclusive basis, the common areas and facilities located in Said Project and other Completed Phase of the Whole Project, subject to compliance with the applicable rules, regulations, and payment of Maintenance Charges as may be determined from time to time. Similarly, the Allottees of the Said Project shall be entitled to use and enjoy the common areas and facilities developed in other Completed Phases of the Whole Project subject to compliance with the applicable rules, regulations, and payment of Maintenance Charges as may be determined from time to time. The Association and/or the Maintenance Agency shall be empowered to make necessary arrangements, to ensure common use, proper upkeep, and smooth functioning of such shared common areas and facilities across the Whole Project.

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

- 4.1. The term of this Agreement shall come into force from the date of execution of this Agreement. 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. 11** herein below ("**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 10.4 of this Agreement.
- 4.2 The Association 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, Association also authorizes Maintenance Agency to obtain from Promoter, Unit wise Carpet Area, balcony area of the Said Project/Whole Project.
- 4.3 Association 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 DEPOSIT COLLECTED FROM EACH ALLOTTEE

- 5.1. Association hereby authorizes and empowers the Maintenance Agency to collect and hold Maintenance Deposit ("**Interest Free Maintenance Security Deposit**") as a measure of security for the Maintenance Agency from the Allottees of the Said Project/Completed Phases of the Whole Project. The Maintenance Agency shall provide a detail list of Maintenance Deposit collected and held against each Unit to the Association on its request. The Maintenance Deposit to be collected from each Allottee with Effective Date is detailed in **Annexure- 1**.
- 5.2 In case an Allottee(s) sells/transfers his Unit, the Association shall obtain a no objection certificate from the Maintenance Agency with respect to the Maintenance Deposit and any kind of dues towards the Unit. It is agreed between the Parties that if any allottees sells/transfer his Unit then deposit held against the Unit shall be transferred in the name of the new allottees and shall not be refunded to the outgoing allottees.

6. MAINTENANCE AND OTHER CHARGES

- 6.1. It has been agreed by and between the Association 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.
- 6.2 It has been agreed by and between the Association 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. Association 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).

- 6.3 Maintenance Charges (Fixed Charges + Capital Charges + Reimbursements + Service charges (all defined below in clause 6.5)) for a Unit will be calculated by taking into consideration the Maintenance Charges for all the months in a quarter for the Said Project/Completed Phases of the Whole Project and then proportionately distributed on each Unit on Proportionate Basis .
- 6.4. Association 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.
- 6.5 It has been agreed by and between the Association and the Maintenance Agency that every Allottee(s) shall be liable and obligated to pay to the Maintenance Agency every quarter Maintenance Charges comprising of the following: -

6.5.1 Fixed Maintenance Charges -

- (i) Sum calculated and determined at the beginning of the financial year shall be payable towards costs of maintenance and upkeep in terms of the services provided under **Paragraph A(9) 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, statutory fees, levies, contingent expenses, welfare expenses, charges, transport charges etc.
- (ii) The Fixed Maintenance Charges will include Service Charges to be paid to the Maintenance Agency for the services rendered by it and as detailed herein below.

6.5.2 Capital Maintenance Charges-

- (i) An amount, 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)s. The Capital Charges so arrived at will be distributed between the allottees on Proportionate Basis.

6.5.3 Reimbursements -

- (i) Costs of electricity and/or power for lighting common areas including streetlights, operation of water pumps, STP, lifts, community hall, community building, learning hub /centre and other common facilities as per actual. The monthly cost will be divided between the Allottees on Proportionate Basis. 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 actual consumptions.
- (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 actual consumptions reviewed.

- (iii) Cost of water for use in 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 actual consumptions.

6.5.4 It has also been agreed by and between the Society and Maintenance Agency that the Maintenance Agency shall endeavor to provide the services as detailed in **Schedule II** on pay by use basis on best effort basis. These services shall be provided on phase wise basis.

6.5.5 In the event any Additional Services apart from the services stated in **Schedule I** are extended or provided from time to time by the Maintenance Agency, then all costs, expenses, charges, taxes etc. of any such Additional Services shall be born and paid by the Allottees on Proportionate Basis along with service fees at the rate of 25% of the cost of such Additional Services ("**Additional Service Fees**") to be paid to the Maintenance Agency.

6.5.6 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.

6.5.7 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)/ residents use the same services then the same shall be billed on pro- rata basis.

6.5.8. Service Charges and Taxes-

- (i) The Allottee will be required to pay Service charges on Fixed Maintenance Charges as mentioned in Clause 6.5.1(ii) to the Maintenance Agency. The Fixed Maintenance Charges on each Unit along with Service Charge is elaborated in **Schedule III (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 a 3 BHK +3 T unit is Rs. 4912/- for a month and Service Charges is Rs1224/- and if the Fixed Maintenance Charges increase by 10% from Rs. 4912/- per month to Rs. 5403/- per month, then the Service Charge shall also increase by 10% from Rs. 1224/ per month to Rs. 1346/-per month and the total Fixed Maintenance Charges will be Rs. 6749/- for the 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) **Commercial Shops** - The Association represents that the Whole Project being developed comprises of shops/commercial units. The Association further authorizes the Maintenance Agency to charge maintenance charges from the shops on the basis of the services being utilized by them. Further the Association represents that shops and residential apartments will be jointly using the limited services like ESS, STP etc. The Association authorizes the Maintenance Agency to distribute the cost of shared services

between the shops and residential units/apartments on the basis of their Carpet Area. It is agreed between the Association and the Maintenance Agency that the owners of shops / commercial units will not be utilizing any facilities reserved for residential units therefore they will be liable to pay services charges only to the Maintenance Agency. The maintenance deposit to be paid by the owners of shops /commercial units.

- (iv) Service Charges @ 25% charged on Additional Services as referred to in **Clause 6.5.4.**
- 6.6. Association is aware that the Maintenance Agency will calculate the Maintenance Charges for the quarter keeping Fixed, Reimbursement and Capital Charges in mind and the same will be distributed among the allottees on the Proportionate Basis, as a basis of distribution. It is agreed that Maintenance Charges shall be shared by the Allottees on Proportionate Basis.
- 6.7. Association 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 Carpet Area plus Balcony 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 Association 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 Association and the Maintenance Agency that such change if any, will be applied prospectively and not retrospectively.
- 6.8. 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 given in **Schedule III(A)** 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(A)**. 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.
- 6.9. 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, wages etc. The Association 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.

- 6.10 Amount received for the capital repair/replacement under clause 6.5.2 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 6.5.2 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.
- 6.11 Association 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 Association 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, Association authorizes the Maintenance Agency to increase the Fixed Maintenance Charges Service Charges and Capital Charges upto 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 Association.

7.0 WATER CHARGES

- 7.1 The Allottee shall be responsible to pay to the Maintenance Agency towards security/deposit/ recurring infrastructure charges / cost of securing approvals, there renewals and ensuring compliances of the approvals to be paid to the government agencies towards electricity, water charges (including but not limited to extraction charges) and infrastructure charges or any other charges or deposit/security required to be paid with respect to the Said Project/Whole Project.
- 7.2 The Association represents that as intimated by the Promoter, the supply of water in the Whole Project will be undertaken by the local municipality authority or Gurugram Metropolitan Development Authority (GMDA). Further as informed by GMDA, GMDA will supply water to the Said Project/Whole Project after completion of the requisite infrastructure under their water supply scheme. GMDA further informs that the creation of requisite infrastructure will take some time Association represents and Maintenance Agency agrees that till the time such infrastructure for supplying water to the Whole Project is developed water in the Whole Project will be provided through water tanker agencies or ground water extraction charges to Central Ground Water Authority, if it provides approval for extraction.
- 7.3 The Tanker Water shall be used to meet water requirement in individual Units as well as for common use like swimming pool etc. and cost of procurement, storage, distribution or any incidental charges shall be recovered from the Allottee(s).

- 7.4 The Maintenance Agency represents that Tanker Water consumption for common area maintenance as well as the Unit shall be distributed on the Allottee(s) on proportionate basis. The Allottees will be required to contribute a sum towards Water Charges to be utilized for individual Units and same will be reflected in the maintenance bill as detailed in **Schedule III (A)**. The Allottee will be required to contribute upfront amount for 12 months towards the Water Charges forming part of maintenance bill as detailed in **Schedule III (B)**.
- 7.5 It has been agreed between the Parties that, the Water Charges as per the rates fixed for Unit and as detailed in **Schedule III(B)** will become applicable once the Allottee starts occupying the Unit or deemed date of possession which ever is earlier and will be applicable till the time the Allottee is occupying the Unit ("Occupied Period").
- 7.6. It is represented by the Maintenance Agency that every month one month amount will be credited to the account of Allottee from the Upfront Water Charges received from the Allottee. For e.g. If an Allottee has paid Rs. 17169/- towards 12 months of Upfront Water Charges, the Maintenance Agency will credit the account of the Allottee with Rs. 1430.75/- at the beginning of every month till the time the Upfront Water Charges is exhausted. After that the Allottee will have to get the his account recharged with payment of advance from time to time.
- 7.7 The Parties have agreed that, after exhaustion of Upfront Water Charges, the Water Charges will be revisited by the Maintenance Agency and thereafter the Water Charges may be revised as per actual requirement of water within the Said Project/ Completed Phases of Whole Project and cost of water through water tankers at that time.
- 7.8 Without prejudice to anything contained in Clause 7.5 above, the Association understands and agrees that in the event the Occupied Period is even for a day in any calendar month, the Allottee will be liable to pay Water Charges for one full month. The Parties hereby agree that the final say with respect to the question of occupancy shall solely vest with the Maintenance Agency.
- 7.9 The Maintenance Agency represents that installation of Unit wise water meter to record water consumption is not feasible and therefore, it has been agreed by and between the Maintenance Agency and the Association that the Maintenance Agency shall charge a fixed amount towards Water Charges from the occupied as well as unoccupied unit irrespective of water consumption in the Unit/flat. The same will form part of the maintenance bill and will be in addition to the common area maintenance charges.
- 7.10 Association represents that as informed by the Promoter GMDA has provided assurance for supply of water to the Whole Project. Maintenance Agency represents that if in future the demand for water in the Said Project/Whole Project increases beyond the permissible limit, the Allottees collectively will be responsible for the cost involved towards increased demand and approvals required, if any. However, the Maintenance Agency submits that it will not be responsible for the sourcing of the same and the Association will arrange sourcing of the same.

8 POWER SUPPLY AND POWER BACK-UP

- 8.1 It has been represented by the Association that the Said/Whole Project will be provided with single point power connection taken from the Dakshin Haryana Bijli Vitran Nigam

- (DHBVN) and the Maintenance Agency will further distribute power to the individual Units and the common areas. The Promoter has installed DG sets of requisite capacity for power back up and in case of power failure, the Maintenance Agency will operate the DG Sets to provide power back-up to the Units and the common area.
- 8.2 The Promoter of the Said/Whole Project has made provisions for supply of power and power back up to each Unit through prepaid dual meter system.
- 8.3 For supply of electricity to individual Units, the Allotees shall be liable to pay Power Charges to the Maintenance Agency in advance. Power Charges will have certain fixed components and charges based on consumption of power and the same is detailed in **Schedule IV** of this Agreement. The Power Charges shall be as per regulations of guidelines of DHBVN. For supply of back-up power through DG sets to the Units, the Allotees shall be liable to pay to the Maintenance Agency Power Backup Charges in advance i.e., a sum of Rs.5000/- as one-time initial recharge for availing the electricity connection be as per Schedule IV of this Agreement.
- 8.4. Charges for power and power back-up for common use shall be payable by each Allottee(s) and shall form part of Reimbursements in the Maintenance Charges as mentioned in the clause 6.5.3 (i) and (ii) of this Agreement.
- 8.4 It has been agreed between the Parties that every Allottee shall have to keep his/her account recharged with reasonable amount for uninterrupted supply of power and power backup services to the Unit.
- 8.5 In case of non-use of the power supply, the Association agrees that the Allottee(s) shall be liable to pay the minimum monthly charges on account of Power Charges to the Maintenance Agency, irrespective of whether the Allottee is occupying the Unit.
- 8.6 That the Association agrees that in case of any accidental damage or loss that may be caused to any of Allottee(s)'s appliances/equipment due to possible erratic standby power supply or due to malfunctioning of DG sets, the Allottee(s) is responsible to install suitable protection devices to protect their appliances from such accident and Maintenance Agency shall not be liable in any manner whatsoever for any loss caused to the Allottee(s) in this regard.
- 8.7 The load subscribed to the Allottee(s) shall be controlled by MCB of suitable rating and appropriate electronic tripping device is built in the metering system which shall be duly sealed. The Maintenance Agency has the right to permanently discontinue the services in case the seal is found to be tampered with/broken.
- 8.8 The services to the Allottee(s) will be permanently discontinued in case the Allottee(s) is/are found involved in illegal activity with the operating staff or damaging the equipment installed for provision of power supply and backup.
- 8.9 The Allottee(s) will/shall not be entitled to any rebate for the period of disconnection in case Allottee(s)'s connection has been disconnected due to non-payment of dues or exhaustion of the recharge balance, and the fixed charges towards power supply shall continue to be levied each month.

- 8.10 It has been agreed by and between the Parties that if there is any loss to the Maintenance Agency in supply of power and / or power back up to the individual Unit(s) or for common use for any reason whatsoever, the same shall be charged / billed by the Maintenance Agency to the all the Allottee(s) as part of Reimbursements in the Maintenance Charges.

9. PROCEDURE OF BILLING AND PAYMENT

- 9.1. The Association authorizes/ empowers the Maintenance Agency to collect in advance amount from the Allottee(s) for the Maintenance Charges, Water Charges, Power Charges and Power Back-Up Charges. Accordingly, the Allottee(s) shall prepay in advance for the Maintenance Charges, Water Charges, Power Charges and Power Back-Up Charges.
- 9.2. 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.
- 9.3. It has been agreed between the Parties that Water Charges and Maintenance Charges will be debited from the account of the Allottee on a daily basis. Power Charges and Power Back Up Charges shall be debited on the basis of the unit consumed and the Fixed Charges to be paid by the Allottee.
- 9.4 The Maintenance Agency shall maintain Unit wise account and credit the account of each Allottee by the amount received from the Allottee. If at any time account of any Allottee becomes negative, i.e. the amount billed by the Maintenance Agency towards Maintenance Charges, Water Charges, Power Charges, and Power Back-up Charges and taxes is more than the advance received from the Allottee, the supply of power, and power back-up to the Unit of the defaulting Allottee shall be automatically disconnected. Further, the Maintenance Agency shall be entitled for interest calculated at the rate of 18% per annum on the amount by which account of individual Allottee(s) becomes negative. The Maintenance Agency shall also be entitled to discontinue the water supply and other services to the Allottee and prohibit the use of common services and facilities including but not limited to the community building and learning centre/hub in the Said Project/Whole Project by the defaulting Allottee. It is made clear that the defaulting Allottee would continue to be liable for payment of Maintenance Charges, Power Charges, Water Charges and Power Backup Charges even for the period for which such services or any part thereof may remain discontinued or disconnected.
- 9.5. It is represented by the Maintenance Agency that every quarter three-month maintenance amount will be credited to the account of Allottee from the Upfront Maintenance Charges received from the Allottee. For eg. If an Allottee has paid Rs. 53414/- towards 12 months of Upfront Maintenance Charges, the Maintenance Agency will credit the account of the Allottee with Rs. 13353/- at the beginning of every quarter till the time the Upfront Maintenance Charges is exhausted. After that the Allottee will have to get his account recharged with payment of advance from time to time.
- 9.6 The Association shall ensure that every Allottee(s) shall maintain sufficient balance or keep the pre-paid meter recharged with the reasonable amount from time to time for uninterrupted supply of power and power backup services in the Unit.
- 9.7 The Allottee(s) further agrees and understands that non-maintenance of sufficient balance in the account shall result in automatic suspension / disconnection of power services and power backup services for which Maintenance Services shall not be liable in any form

what-so-ever.

- 9.8 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.
- 9.4. 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, Water Charges, Power Charges but the Maintenance Agency shall recognize only the Allottee as the person liable or responsible for payment of all charges.
- 9.5 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.

10. TERMINATION

- 10.1. Maintenance Agency would maintain the Said Project/Whole Project and would plan a range of entertainment and learning 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 Association 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 (Association 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 Association and the Allottee(s) about its decision to terminate this Agreement;
 - (iii) The Maintenance Agency is declared insolvent by a court of competent jurisdiction.
- 10.2. Upon the termination of the maintenance agreement, the Maintenance Agency shall hand over the maintenance of the Said Project/Whole Project to the Association within three months.
- 10.3. Save as aforesaid this agreement shall continue and no individual Allottee(s) or the Association shall have any right to determine or terminate this agreement.

- 10.4. 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 Association and/or all the Allottee(s) exceeds 20 lacs only due to the Maintenance Agency from the Said Project.
- 10.5 Upon termination, the Maintenance Agency shall be relieved and discharged of all its obligations and duties relating to maintenance and services.
- 10.6 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 Maintenance Deposit and the balance amount, if any, shall be refunded by the Maintenance Agency to the Association 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 Association.

11. LIMITED LIABILITY

- 11.1. 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.
- 11.2. 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.
- 11.3. 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 be responsible and liable for the losses incurred by any act of such Agency.
- 11.4. In course of rendering maintenance services Maintenance Agency does not guarantee or ensure full proof safety and security of the Said 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 or any part or portion thereof.
- 11.5. 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.

- 11.6. 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 Association. The Association 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 Association 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 Association 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.

12. GENERAL

- 12.1. The Association 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 Association, which shall function in accordance with by-laws of Association. Further, the Maintenance Agency shall not be answerable to individual Allottee(s) in the Said Project/Whole Project.
- 12.2. Maintenance Agency shall not be obligated to take insurance of the Units and it shall be the responsibility of the Allottee(s) / the Association.
- 12.3 Association has represented to the Agency that the learning center /hub is developed in the Whole Project by the Promoter to encourage and promote overall development of the children within the Whole Project and keeping in terms of the same, Association further authorizes the Agency to organize different activities and classes in the learning center/hub for overall development of the children in the Whole Project. It is agreed between the Parties that the cost of maintenance of the learning center/hub shall be borne by all the residents of the Said Project/Completed Phases of the Whole Project proportionately irrespective of whether they are using the facilities or services being run in the learning center/hub. However, it is represented by the Association and agreed by the Maintenance Agency that the charges of the classes and different activities being operated in the learning center/hub shall be borne by the children availing the facilities/services separately.
- 12.4 The Association and Maintenance Agency agree that it may happen that the number of children required for running the classes may not be enough at a given point of time and it may not be viable for the Agency to run the desired classes. Under such circumstances, the Association authorizes the Maintenance Agency to open the facility of learning center/hub to other children outside the Whole Project.

- 12.5 The Association authorizes the Maintenance Agency to avail services of different trainers for imparting information on various activities being undertaken. Under such situation the trainer will raise direct billing to the children availing the services. Maintenance Agency represents that out of the said amount collected by the trainer the trainer will pay a fees amounting to 20% of the amount collected to Maintenance Agency as administrative charges. From the amount so collected the Maintenance Agency will utilize the amount so received towards arranging miscellaneous activities for all the children in the Said Project/Completed Phases of the Whole Project. After setting aside such amount, the Maintenance Agency shall keep the balance, if any, as service charges.
- 12.5 The Association 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 Association 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.
- 12.4. The Association authorizes Maintenance Agency to impose penalty on the Allottee(s)/ residents on violation of above points. The Association 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 Association shall be applicable. Further, Maintenance Agency shall not be held liable or incur any liability for noncompliance by the Allottee(s) under any circumstances.
- 12.5 The Association 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.
- 12.6. The Association 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; revenue from signage space; organizing events, etc. The revenue generated from the above activities shall be utilized by the Maintenance Agency towards the maintenance of the Said Project/Whole Project and Maintenance Agency shall keep 20% of revenue generated from the same for identifying vendors, organizing events, etc. The revenue so generated from common areas of the Said Project/Whole Project, less Maintenance Agency's consideration from the same in accordance with this clause shall be adjusted in determining estimated Reimbursements as per Clause 6.5.3.
- 12.7 Association 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, Association authorizes Maintenance Agency to exclusively use the space identified as office, store room, staff quarter, rest room for its employees and staff.

- 12.8 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 Association and the Allottees. Association 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 Association or the Allottees.
- 12.9 It is agreed between the Association and the Maintenance Agency that if in future any plant/equipment is required to be installed in the Said Project/ Whole Project depending on the requirement or in compliance of any statutory norms, the cost of such plant/equipment/infrastructure shall be distributed proportionately on the basis of Carpet Area on the Allottees.

13. NOTICE

- 13.1. 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 Said Project.

14. SUCCESSION

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

15. ASSIGNABILITY / TRANSFERABILITY

- 15.1 The Association agrees and hereby assigns the right of the Association to the Maintenance Agency so as to enable it to enforce the code of conduct under the Bye Laws.
- 15.2 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 Association.

16. WAIVER

- 16.1. 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.
- 16.2. 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.

17. JURISDICTION

- 17.1. The courts having original jurisdiction in Gurugram shall have the jurisdiction in all

matters relating to or arising out of this Agreement.

18. DISPUTES AND THEIR REDRESSAL

18.1. All differences between the Association 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, 1996 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 Association

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. General Maintenance Activities

1. Sanitation

- 1.1 Daily sweeping and cleaning of all common areas used and enjoyed by the property owners collectively.
- 1.2 Daily collection of domestic refuse at source, segregated into dry, wet, and hazardous waste, followed by appropriate disposal.
- 1.3 Cleaning of surface drains and sewage collection networks as required.
- 1.4 Operation and maintenance of the Sewage Treatment Plant (STP).
- 1.5 Operation and maintenance of the Organic Waste Composter (OWC).

2. Horticulture

- 2.1 Regular maintenance of gardens, landscaped areas, greenery, plantations, and fountains located within the common areas of the project.

3. Water Supply

- 3.1 Operation and maintenance of water tankers and reservoirs, as applicable.
- 3.2 Operation and maintenance of pumping equipment to ensure adequate water supply as needed.
- 3.3 Upkeep and servicing of the water distribution network.
- 3.4 Periodic testing of water to comply with prescribed quality parameters.

4. Power Supply

- 4.1 Maintenance of the entire power distribution system, including DG sets, switchgear, cables, and related equipment.
- 4.2 Operation and maintenance of streetlights, corridor lights, and lighting fixtures in all common areas.
- 4.3 Provision of DG power backup to the extent of 750 watts per unit and 100 % power backup in all common facilities.

5. Civil Maintenance

- 5.1 Repair and maintenance of boundary walls, drains, parking areas, and other common facilities.
- 5.2 Regular maintenance and minor repair of internal roads, pathways, and related infrastructures.
- 5.3 Repair and upkeep of external roads, common entry points, gates, and common areas inside the project. The cost for such works shall be proportionately borne by the concerned occupants.

6. Security & Surveillance

- 6.1 Maintenance of CCTV cameras at all entry and exit points, inside lifts, and along boundary areas.
- 6.2 10 days CCTV backup for post-incident review.
- 6.3 Concierge services will be available only during daytime hours. Weekly offs need to be provided to them.

6.4 Security personnel numbers will be as per budget, placement of these personnel will be as per project specific requirements.

6.5 Maintenance of automated boom barriers

7. Repair & Maintenance Costs

7.1 All costs associated with running and maintaining the club and other common facilities, including the remuneration of administrative and support staff.

8. Compliance

8.1 Proportionate cost incurred for obtaining and maintaining statutory approvals such as those relating to fire safety, electricity, consent to operate, Solid Waste Management, CGWA, and others, as required by law.

9. Capital Repairs/ Replacement

The capital repairs would cover:

9. Major Repairs and Painting

9.1 Major repair of water supply and STP distribution systems.

9.2 Major repair and refurbishment of pathways, fountains, and other similar facilities.

9.3 Major repair of generators, transformers, electrical switchgear, cables, and lighting systems.

9.4 Repair / replacement of furniture and fixtures in the club and other amenities.

9.5 External repainting of buildings and common areas every seven years, counted from the date of issuance of the Occupancy Certificate.

10. Services

Services of electricians and plumbers shall be made available to residents, subject to availability, for attending to minor repair works within their respective units. The cost of materials required for such works shall be borne by the residents.

11. Clubhouse maintenance

The project includes a clubhouse where residents may access and enjoy facilities such as: Badminton court, Gymnasium, Swimming pool, Children's play area, Multipurpose halls for private gatherings (available on a chargeable basis).

Note:

1. All sewage shall be treated, and the treated water shall be used for flushing, lawn irrigation, plantation, and other permissible purposes, as feasible.
2. Garbage shall be collected from residents at the source, residents need to provide dry and wet garbage separately.
3. The maintenance charges do not include repairs or maintenance within individual units, or any electricity costs borne by residents individually.
4. Lift replacement and statutory compliance costs are excluded from regular maintenance and shall be billed separately when applicable.
5. Swimming pool compliance and maintenance expenses are excluded from the standard budget and will be charged separately, where applicable.
6. Amenities not forming part of the common area or not included in the maintenance budget shall be offered on a chargeable basis.

B. KID CENTRIC HOMES (KCH) SERVICES – SCOPE OF WORK

This scope outlines the services provided under Kid Centric Homes (KCH) for the planning, coordination, and management of kid-centric programs, activities, and events, with a focus on

learning, engagement, safety, and overall child experience within the project.

Participation in regular classes, paid workshops, and structured programs is voluntary and chargeable, unless explicitly stated otherwise.

1. Live & Learn Program

- Planning and structuring of learning and activity programs across age groups
- Identification, onboarding, and management of trainers, coaches, and program partners for sports, arts, academics, and skill-based activities
- Periodic review of program delivery, attendance, and continuity
- Introduction of interest-based, leadership, and enrichment initiatives for children

2. Learning Hub & Kid-Centric Spaces

- Operation and managed use of dedicated Learning Hub and child activity spaces
- Scheduling and organised use of kid-centric spaces and zones across the project

3. Events & Engagement Activities

- Planning and execution of kid-centric events, activities, and community engagements
- Facilitation of participation-based activities that encourage interaction, confidence, and social engagement
-

4. Child Experience & Safety

- Review and closure of child experience-related observations raised by residents
- Establishment and implementation of child safety, discipline, and conduct guidelines applicable to KCH activities
- Ensuring trainers, partners, and facilitators adhere to prescribed guidelines during programs and events

5. Kid-Centric Culture & Staff Sensitisation

- Periodic briefings and sensitisation sessions for resident-facing teams, including security, technicians, concierge, and support staff, on expected behaviour in a Kid Centric Homes environment
- Escalation of behaviour-related concerns that do not align with defined child-centric standards

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. All activity classes (sports, performing arts, music, visual arts)
2. Specialized skill programs (robotics, coding, public speaking, debate, one-on-one tutoring)
3. Workshops and special events (masterclasses, bootcamps, guest sessions)
4. Facility bookings beyond scheduled free usage (Media room, party/event hall)
5. External partner-led experiences (VR/AI programs, Edtech services, Astronomy, etc.)
6. Excursions and camps (field trips, heritage walks, adventure outings, holiday and overnight camps)
7. Therapy and support services (speech therapy, occupational therapy, assessments) - Occasionally planned

Schedule- III

A. Maintenance Charges

The Tentative Maintenance Charges for the time being are as follows-

Type of Unit	Carpet Area (Sqft)	Balcony Area (Sqft)	Fixed Charges	Service Charge for a month	Capital Charge for a month	Reimbursement for a month	Tentative Maintenance Charges for a month	Tentative Maintenance Charges for one Quarter	Upfront Maintenance Charges for 12 months
3bhk +3 toilet-(Type-3)	1259	330	4912	1224	1955	1272	9363	28090	112360
4bhk +4 toilet-(Type-1)	1521	398	5929	1477	2360	1535	11301	33904	135618
Duplex Type-2(4bhk-4T+Powder+Servant Room+1Toilet)	2613	572	9842	2452	3918	2548	18760	56279	225116
5bhk +5 toilet(Refuge Floor)	2366	729	9563	2383	3806	2476	18228	54683	218733
3bhk +3 toilet-(Type-1)	1057	285	4147	1033	1651	1074	7905	23716	94865
3bhk +3 toilet-(Type-2)	1223	346	4849	1208	1930	1255	9242	27727	110910
Duplex Type-1 (4bhk-4T+Powder+Servant Room+1Toilet)	2099	547	8176	2037	3255	2117	15585	46755	187020
4bhk +4 toilet-(Type-2)(Refuge Floor)	1919	631	7879	1963	3136	2040	15019	45058	180233

B. Water Charges-

Type of Unit	Carpet Area	Balcony Area	Usable Area	Charges in case of Tanker Water for a month	Charges in case of Tanker Water for 12 months
3bhk +3 toilet-(Type-3)	1259	330	1590	1431	17169
4bhk +4 toilet-(Type-1)	1521	398	1919	1727	20723
Duplex Type-2(4bhk-4T+Powder+Servant Room+1Toilet)	2613	572	3185	2867	34398

5bhk +5 toilet (Refuge Floor)	2366	729	3095	2785	33423
3bhk +3 toilet -(Type-1)	1057	285	1342	1208	14495
3bhk +3 toilet-(Type-2)	1223	346	1569	1412	16947
Duplex Type-1 (4bhk-4T+Powder+Servant Room+1Toilet)	2099	547	2646	2381	28577
4bhk +4 toilet-(Type-2) (Refuge Floor)	1919	631	2550	2295	27540

C. Upfront Water Charges-

Type of Unit	Carpet Area	Charges in case of Tanker Water for 12 months
3bhk +3 toilet-(Type-3)	1259	17169
4bhk +4 toilet-(Type-1)	1521	20723
Duplex Type-2(4bhk-4T+Powder+Servant Room+1Toilet)	2613	34398
5bhk +5 toilet (Refuge Floor)	2366	33423
3bhk +3 toilet -(Type-1)	1057	14495
3bhk +3 toilet-(Type-2)	1223	16947
Duplex Type-1 (4bhk-4T+Powder+Servant Room+1Toilet)	2099	28577
4bhk +4 toilet-(Type-2)(Refuge Floor)	1919	27540

Note-

- The above water charges will form part of the monthly maintenance bill. Same will be in addition to the Quarterly Maintenance Charges as mentioned in Table A.
- Above Charges will be applied for the Unit from Effective Date.
- Once the Upfront Water Charges are adjusted, Allottee will be required to pay Water Charges as per actual.
- Water Charges for Shops are based on the water to be used for common areas only and if provision of water is made in any shop the Allottee of Shop will have to make the payment towards water charges proportionately

- e. 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.
- f. Maintenance charges may be revised and fixed by the Maintenance Agency on the basis of current prices of commodities, services, minimum wages etc. any time during the year.
- g. The charges (Maintenance and Water Charges) for subsequent phases shall be as per the prices prevailing as on the date of taking over of the maintenance of the phase.
- h. GST is to be paid over and above the charges mentioned above.
- i. The above-mentioned charges are tentative and may vary as on the Effective Date.

Schedule -IV

A. Power Charges

Power Charges comprise of: -

- (i) Unit Consumption Charges (KVAH)
- (ii) Fixed Monthly Charges
- (iii) Vending Charges
- (iv) Fuel surcharge amount
- (v) Electricity Duty
- (vi) Municipal Tax
- (vii) Surcharge

Note: -

- (i) Above charges shall be charged as per Government rates and policy.
- (ii) GST or any other tax, as applicable, or any other Miscellaneous Government Charges, as applicable and charges up to 4% for distribution and line losses and other charges shall be charged as per applicable norms.
- (iii) Fixed Monthly Charges will be applied for the unit from Effective Date.
- (iv) For Allottees who purchase the Unit after Occupancy Certificate of respective phase the fixed charges shall be applicable from the date of handover of the unit or from the date of expiry of 30 days from the issue of letter of Offer for Possession of the said Unit whichever is earlier.

B. Power Back-up Charges

Cost of running DG sets as per prevalent diesel rates and cost of maintenance shall be charged per month on units consumed. The rate per unit + applicable taxes will be revised from time to time based upon diesel rates and cost of maintaining and running the power back up services.

C. Capital Expenditure

The capital expenditure incurred/to be incurred in respect of the buildings, plant, machinery etc. (e.g. STP, generators, lift replacement, electrical distribution system etc.) serving the Whole Project shall be shared among all occupants of the Whole Project on Proportionate Basis in addition to maintenance charges.

Annexure-1
Interest Free Maintenance Security Deposit

S.NO	Particulars	Carpet Area	Interest Free Maintenance Security
1	3bhk +3 toilet-(Type-3)	1259	119228
2	4bhk +4 toilet-(Type-1)	1521	143907
3	Duplex Type-2(4bhk-4T+Powder+Servant Room+1Toilet)	2613	238875
4	5bhk +5 toilet (Refuge Floor)	2366	232102
5	3bhk +3 toilet -(Type-1)	1057	100663
6	3bhk +3 toilet-(Type-2)	1223	117689
7	Duplex Type-1 (4bhk-4T+Powder+Servant Room+1Toilet)	2099	198451
8	4bhk +4 toilet-(Type-2) (Refuge Floor)	1919	191249