

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is executed at Jharkhand _____ on this ____ day of _____, 202__

B E T W E E N

ASHIANA AMAYA OWNERS MAINTENANCE SWALAMBI SAHKARITA SAMITI LIMITED, an Owner's Society registered under _____, having its office at _____ through its President, _____ S/o _____ aged about _____ years, R/o _____ [hereinafter referred to as "**Society**"] which expression shall unless repugnant to the subject or context be deemed to include its successor(s) and assign(s) and all the Allottee(s) of the Society and their respective successor(s)/legal heir(s), nominee(s), permitted assign(s), administrator(s) and executor(s)] of the **FIRST PART**.

AND

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

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

WHEREAS:

- A. Ashiana Housing Limited, a Company incorporated under the provisions of the Companies Act, 1956 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 Amaya**' on a piece of land situated at Mouza-Ruguri under R.S. Plot 127, 128 and 138, Halka No. 2, Thana No 330, Khata no. 102, Anchal - Chandil, Mouza-Rugri, Halka No.-II, Village Rugri, District- Saraikela Kharsawan, Jharkhand - 831012 (hereinafter referred to as **Whole Project**).
- B. Society hereby represents that the Promoter is in process of development and construction of the Whole Project namely Ashiana Amaya (hereinafter referred to as Whole Project and named as Ashiana Amaya).
- C. Society is an association of owners that has been formed for the purpose of maintenance and management of common areas and facilities of the Whole Project and known as "**ASHIANA AMAYA RESIDENTS MAINTENANCE SWALAMBI SAHKARITA SAMITI LIMITED**", formed under the provisions of Jharkhand Self-Supporting Co-Operative Act, 1996.
- D. Society is empowered by the Bye Laws to enter into contracts or agreements with other

persons/entities that Society deems fit for implementing the objects of the Society including maintenance and management of common areas and facilities of the Whole Project.

- E. 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 Pune, Bhiwadi, Jaipur, Neemrana, Jodhpur, Halol, Jamshedpur etc., having all modern equipment's, amenities and facilities such as swimming pool, activity center/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.
- F. It is further represented by the Society that knowing above facts and after being satisfied about experience, resources and expertise of the Maintenance Agency, it is the general desire of the Society and its members, apartment buyers of various apartments to get maintenance services within the Whole Project from the Maintenance Agency.
- G. The Society has represented to the Maintenance Agency that the common areas and facilities and amenities in 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 Society shall take over and become responsible for management and maintenance of the common areas and facilities and amenities in the Whole Project.
- H. The Society has represented to the Maintenance Agency that the Whole Project is under construction and the Promoter will file for the Completion certificate for the Whole Project upon its completion.
- I. The Society has further represented to the Maintenance Agency that 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 Completion certificate for each phase handed over. The responsibility of the Maintenance Agency to provide maintenance and management of common areas and facilities for Whole Project shall become effective from the expiry of 3 (three) months from the date of receipt of Completion certificate for the Whole Project (excluding the month in which occupation certificate will be issued) (hereinafter referred to as the **"Effective Date"**).
- J. The Society represents to the Maintenance Agency that upon completion 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 Completion certificate for the Whole Project.

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

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

1. DEFINITIONS & INTERPRETATIONS

In Agreement unless the context otherwise requires: -

- a) **“Allottee(s)”** shall mean 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 the Whole Project in addition to the services listed in **Schedule -I**
- c) **“Additional Service Fees”** shall mean the fees to be paid to the Maintenance Agency towards the Additional Services and detailed in **Clause 3.2.**
- d) **“Built Up Area”** shall mean the sum of area of the apartment or flat. It shall include area encompassed within the walls of Unit, all balconies, whether covered or uncovered and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
- e) **“Effective Date”** shall have the same meaning as ascribed to it in Recital I.
- f) **“Execution Date”** shall have the same meaning as ascribed to it in the Preamble of this Agreement.

- g) **“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.
- h) **“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, shipwrecks, etc.;
 - iii. strikes, lockouts, 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.
- i) **“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**.
- j) **“Maintenance Charges”** shall mean the Fixed Maintenance Charges, Capital Maintenance Charges, Reimbursements and other cost and charges etc. payable to the Maintenance Agency as per **Clause 6.6** of this Agreement.
- k) **“Member”** shall mean an 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.
- l) **“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.
- m) **“Promoter”** shall have the same meaning as ascribed to it in Recital A.
- n) **“Proportionate Basis”** shall mean the proportion which the Super Area of a Unit bears to total Super Area of all the Units in the Whole Project.
- o) **“Project Land”** shall mean land admeasuring 15620.87 Sqm on which Whole Project named Ashiana Amaya comprising of Tower A, B1, B2 and C, Common Areas, Amenities and Facilities reserved for use of Whole Project being developed with Whole

Project and any improvements, structures thereon and all easements, rights and appurtenances belonging thereto and known as **Ashiana Amaya** is being developed.

- p) **“Quarterly Service Charges”** shall mean charges payable by an Allottee(s) to the Maintenance Agency for services rendered to the Allottee(s) as detailed in Clause 6.5.4.
- q) **“Super Built Up Area”** is equal to built-up area as increased by the proportionate share in the common space like stair cases on all floors, lifts and lift lobbies on each floor, common passage on each floor, lobby on the ground floor, club house, RWA office, guard rooms, electrical substation, transformers, STP, UGT, SWM, common toilets, Maid rest areas, electrical meter room/s, etc
- r) **“Term”** shall have the same meaning as ascribed to it in Clause 4.1.
- s) **“Upfront Maintenance Charges”** shall have the same meaning as ascribed to it in Clause 6.8
- t) **“Unit”** shall mean flat/apartment in the Whole Project having one or more direct exit to a common area and having a separate number and identity and which is meant for its specified use.
- u) **“Whole Project”** shall mean group housing project being developed on Project Land comprising of flats/units, club house/community building, parking facility, other amenities and facilities, etc. and named as **“Ashiana Amaya”**.
- v) Words importing singular number include plural number and vice-versa.
- w) Words importing masculine gender include feminine gender and vice-versa.
- x) Headings in this Agreement are inserted for convenience and are to be ignored while construing the meaning of terms and conditions of this Agreement.

2. APPOINTMENT OF MAINTENANCE AGENCY

- 2.1. In consideration of mutual covenants contained in this Agreement, the Society hereby appoints / nominates and engages Maintenance Agency for providing the Facilities & Services in respect of the Whole Project and the Maintenance Agency hereby agrees to manage, administer and maintain the Whole Project and provide the Facilities & Services in respect of the Whole Project.
- 2.2. Maintenance Agency shall commence to provide the Facilities and Services in the Whole Project with effect from the “Effective Date”.
- 2.3. Society and Maintenance Agency agree that upon expiry of three (3) months from the date of receipt of Completion certificate, 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 Completion certificate is handed over, which will be the Effective Date for the Whole Project.

3. MAINTENANCE AND SERVICES TO BE PROVIDED BY MAINTENANCE AGENCY

- 3.1. Society and Maintenance Agency have agreed that Maintenance Agency shall manage, administer and maintain the Whole Project and provide various Facilities and Services in respect of the 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 Allottees on Proportionate Basis.
- 3.3. The Society hereby represents and confirm that it has necessary authorization and power to enter into this Agreement on behalf of all the Members and Allottees. The Society further represents and confirms that all the Members and Allottees in the Whole Project have agreed and given their 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 Whole Project; shall be entitled to use and enjoy, on a non-exclusive basis, the common areas and facilities located in Whole Project subject to compliance with the applicable rules, regulations, and payment of Maintenance Charges as may be determined from time to time. The Society 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 Effective Date i.e. upon expiry of three (3) months from the date of obtaining Occupancy/Completion Certificate for the Whole Project. Maintenance Agency shall remain the sole maintenance agency of the Whole Project, until this Agreement is terminated strictly as per the terms of **clause 8** hereinafter. Either Party shall not be entitled to terminate this Agreement for a period of five (5) years commencing from the "Effective Date" for Whole Project ("**Lock-in-period**") subject to **Clause 8.4** of this Agreement.
- 4.2. The Society authorizes the Maintenance Agency and the Maintenance Agency shall be entitled to obtain from the Promoter a complete list of all the Allottee(s) of the all the phase of Whole Project with complete details like father's name, permanent address, contact details, email ID, date of possession, Unit No., area, details of tenants, if any, etc. from the Promoter on the Effective Date. Further, Society also authorizes Maintenance Agency and the Maintenance Agency shall be entitled to take from the Promoter Unit wise detail of carpet area, balcony area, built up area and super area as well as of the Whole Project.

- 4.3. Society authorizes the Maintenance agency, and the Maintenance Agency shall be entitled, to obtain complete list of all equipment, warranty cards etc. available for carrying out maintenance to the Maintenance Agency under a valid acknowledgement from the Society / Promoter.

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

- 5.1. Society hereby authorizes and empowers the Maintenance Agency to collect and hold Maintenance Deposit ("**Interest Free Maintenance Security Deposit**") as measure of security for the Maintenance Agency from the Allottee(s) of the Whole Project. The Maintenance Agency shall provide a detailed list of Maintenance Deposit collected and held against each unit to the Society on its request. The Maintenance Deposit to be collected from each Allottee(s) is detailed in **Annexure- 1**.
- 5.2. In case an Allottee(s) sells/transfers his Unit, the Society 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 Allottee(s) sells/transfers his Unit then deposit held against the Unit shall be transferred in the name of the new Allottee(s) and shall not be refunded to the outgoing Allottee(s).

6. MAINTENANCE AND OTHER CHARGES

- 6.1 It has been agreed by and between the Society and the Maintenance Agency that the Maintenance Agency shall be entitled to collect the Maintenance Charges, including Monthly Service Charges and other charges, costs, expenses, fees, dues, taxes etc., as applicable calculated on the Super Area of the Unit.
- 6.2 It has been agreed by and between the Society and the Maintenance Agency that it shall be entitled to raise bills directly to the Allottee(s) for the Facilities and Services provided in the Whole Project . Society hereby empowers and authorizes the Maintenance Agency to raise a consolidated quarterly bill in advance for the agreed Facilities and Services to the individual Allottee(s).
- 6.3 The Parties agree that the Maintenance Charges including quarterly service fees and other charges, costs, expenses, fees, dues, taxes etc., as applicable will be calculated taking into consideration the Facilities and Services being provided by the Maintenance Agency for the Whole Project.
- 6.4 It has been agreed by and between the Society and the Maintenance Agency that the Society shall be responsible and liable to ensure that every Allottee(s) shall be liable and obligated to pay the Maintenance Agency every quarter, Maintenance Charges, Management Fees including service fees and other charges, fees, costs, expenses, dues, taxes etc., as applicable calculated on the Saleable Area of the Unit as detailed in this Agreement.
- 6.5 Maintenance Charges (Fixed Charges + Capital Charges + Service Charges (all defined below in Clause 6.6) for a Unit will be calculated by taking into consideration the Maintenance Charges for all the months in a quarter for the Whole Project and then proportionately distributed on each Unit on the basis of area of respective Allottee(s).

6.6 The following Maintenance Charges for a Unit will be calculated by taking into consideration the Maintenance Charges for the quarter for the Whole Project and then proportionately distributed on each Unit on Proportionate Basis.

6.6.1 Fixed Maintenance Charges –

- (i) An amount to be paid towards costs of maintenance and upkeep in terms of Paragraph A of Schedule I attached hereto.
- (ii) The Fixed Maintenance Charges will include Service Charges to be paid to the Maintenance Agency for the services rendered by it as detailed in Schedule 1.

6.6.2 Capital Charges-

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

6.6.3 Reimbursements -

- (i) Costs of electricity and/or power for lighting common areas including streetlights, operation of water pumps, R.O. Plants, STP, lifts, club, community hall and other common facilities as per actual. The monthly cost will be divided between the Allottee(s) 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 cost incurred.
- (ii) Costs of diesel, lubricating oil and other consumables for operation of generator on connected generator wattage basis as per actual per quarter. It shall also be billed in advance which shall be subject to review at the interval of every quarter /based on actual cost incurred.
- (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 cost incurred.

6.6.3 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. on 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.

6.6.4 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 as per the demand raised by the Maintenance Agency. In the event any additional/ specific services are exclusively required by the Allottee(s)/ resident (over and above the Facilities and Services as set out in Schedule I), the said additional services may be provided by the Maintenance Agency, in its sole discretion on best effort basis subject to its own discretion, capability and feasibility of the said additional services.

6.6.5 Where such additional specific services are agreed to be provided by the Maintenance Agency, such services shall be billed as per the costs, charges, expenses, taxes etc. as may be determined by the Maintenance Agency from time to time required for provision of such services along with service charges @ [25]% of the cost, charges and expenses of such specific additional services. Such specific additional services shall be solely to the account of the Allottee(s)/ resident, however, if a number of Allottee(s)/ residents use the same services then the cost, charges, expenses, taxes, etc., as may be determined by the Maintenance Agency from time to time shall be billed to the Allottee(s)/ residents availing such specific additional services on pro-rata basis.

6.6.6 Quarterly Service Charges and Taxes-

- (i) The Allottee(s) will be required to pay Service charges on Fixed Maintenance Charges as mentioned in **Clause 6.6.1(ii)** to the Maintenance Agency. The Fixed Maintenance Charges on each Unit along with Service Charge is elaborated in **Schedule II (A)**. The said Service Charges shall increase every year in proportion of the increase in Fixed Maintenance Charges. Therefore, for eg if the current Fixed Maintenance Charges for a 3 BHK +3 T Unit (type -1) is Rs. 6713/- for a month and Service Charges is Rs 1691/- and if the Fixed Maintenance Charges increase by 10% from Rs 6713/- per month to Rs. 7384/- per month, then the Service Charge shall also increase by 10% from Rs. 1691/- per month to Rs. 1860/- per month and the total Fixed Maintenance Charges will be increased from Rs. 8404/- for the month, to Rs. 9244/- 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) Additional Service Charges @ 25% charged on additional services as referred to in **Clause 6.6.3 and 6.6.5**.

6.7. Society 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 Allottee(s) on Proportionate Basis. It is agreed that Maintenance Charges shall be shared by the Allottee(s) in proportion to the total Super Area of the Whole Project.

6.8 Society and Maintenance Agency are aware that as per the current mechanism of distribution of the maintenance charges on the Allottee(s), the Maintenance Agency will be distributing the Maintenance Charges on Proportionate Basis. 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 Allottee(s) towards common expenses along with other Allottee(s), the Allottee(s) will be liable to adhere to such orders and/or

circulars without prejudice to the rights of the Maintenance Agency and will not hold Maintenance Agency liable and obligated for any changes. In such a situation, the Society and Maintenance Agency agree that the total Maintenance Charges being charged by Maintenance Agency in aggregate to all the Allottee(s) of the Whole Project will not change and only the manner of distribution of Maintenance Charges among the Allottee(s) will undergo changes. It is also agreed by the Society and the Maintenance Agency that such change if any, will be applied prospectively and not retrospectively.

- 6.9 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 II(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 II(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 cost incurred and reviewed at the interval of every quarter.
- 6.10 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 Society specifically agrees that Ashiana Maintenance Services shall be at liberty to review, determine and fix the Fixed Maintenance Charges at the beginning of every financial year taking into account the escalation and/or variation in rates and/or prices of commodities, services, wages etc. and such assessment by the Maintenance Agency shall be conclusive, final and binding on the Allottee(s). However, in case of hike in labour rates/ wages and / or unreasonable hike in cost of maintenance, the Maintenance Agency may calculate and revise the Fixed Maintenance Charges any time during the year.
- 6.11 Amount received for the repair/replacement of spares under Clause 6.6.2 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 6.6.2 of this Agreement and shall be solely borne by the all the Allottee(s) collectively. Under no circumstances, Maintenance Agency shall not be liable even for capital repair/replacement caused due to but not limited to force majeure reasons and/or negligence of any person and Allottee(s) shall collectively be responsible for such kind of repair/replacement of capital equipment.
- 6.12 Society is aware that the ever-changing prices of the commodities and increase in salary and wages have a direct impact on the cost of maintenance and the cost of capital repairs and maintenance. It is therefore agreed between the Society and the Maintenance Agency that the Fixed Maintenance Charges and Capital Charges shall

be revised at the beginning of every financial year. Accordingly for the smooth functioning of the Whole Project and its management, Society authorizes the Maintenance Agency to increase the Fixed Maintenance Charges , Service Charges and Capital Charges up-to 8% annually. Any increase beyond 8% annually will require the Maintenance Agency to discuss with and take consent of the governing body/managing committee/board of managers of the Society.

7.0 PROCEDURE OF BILLS AND PAYMENTS

- 7.1 The Society authorizes/ empowers the Maintenance Agency to collect in advance amount from the Allottee(s) for the Maintenance Charges, Further, it has been agreed by and between the Society and the Maintenance Agency that in lieu of the services provided by Maintenance Agency to the Allottee/s, it shall be entitled to raise bills directly to the Allottee/s for the services provided in the Whole Project. Society hereby empowers and authorizes the Maintenance Agency to raise a consolidated bill in advance for the agreed services to the individual Allottees. Further it is agreed between the parties that the maintenance charges for the Whole Project shall be divided between all the members on Proportionate Basis.
- 7.2 It has been agreed between the Parties that the Allottee(s) shall be liable and obligated to make payment of Maintenance Charges along with Service Fees 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.
- 7.3 The Society agrees that the Maintenance Agency shall be entitled to collect the Maintenance Charges and Maintenance Fee for first year from the Effective Date in advance, and such advance Maintenance Charges will be adjusted in the invoices to be raised every quarter during the first year towards the Maintenance Charges, Service Fee and other charges, costs, fees, taxes, etc., payable by the Allottee. From second year onwards the invoice will be raised by the Maintenance Agency 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.
- 7.4 The Society agrees that in the event any Allottee makes any delay in the payment of Maintenance Charges including Service Fee or any other amount, charges, fees, etc. payable by the Allottee, then the Maintenance Agency shall be entitled to collect the outstanding amounts along with interest @ 18% from the Society and Allottee, which interest shall be calculated from the due date till the date entire outstanding amount along with applicable interest is duly paid to the Maintenance Agency.

- 7.5 The Maintenance Agency represents that the Allottee(s) of the Unit shall be at liberty to enter into any agreement and/or arrangement with its tenants or licensees with regard to payment of Maintenance Charges, but the Maintenance Agency shall recognize only the Allottee(s) as the person liable or responsible for payment of all charges.
- 7.6 Any correspondence with regard to maintenance and service by the Maintenance Agency and charges thereof shall be entered into only by the Allottee(s). Maintenance Agency shall entertain correspondence with regard to maintenance of service and charges thereof only from the Allottee(s) and shall not entertain or deal with any tenant in this regard.

8. TERMINATION

- 8.1. Maintenance Agency would maintain the Whole Project and would plan a range of entertainment activities. Maintenance Agency strives to provide qualitative and cost-effective maintenance of the 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 Whole Project till the time Agreement is terminated by the Society in the manner laid herein below. This Agreement shall be terminated in any of the following events:-
- (i) By the Society by giving a termination notice of 3 (three) months to the Maintenance Agency, upon a decision taken by the Allottees through a voting mechanism passed by a majority i.e 51% of the Allottees to terminate this Agreement. Society agrees and authorizes the Maintenance Agency with the right to survey / verify the consent of Allottees from every individual Allottee(s);
 - (ii) By the Maintenance Agency by issuing a general circular / termination notice of 3 (three) months informing the Society and the Allottee(s) about its decision to terminate this Agreement, without assigning any reason; or
 - (iii) By the Society by giving a termination notice of at-least 3 (three) months to the Maintenance Agency, in the event the Maintenance Agency is declared insolvent by a court of competent jurisdiction.
- 8.2 Upon the issuance of notice of termination of the Maintenance Agreement, the Society shall ensure that all outstanding Maintenance Charges, Service Fees, and other charges, costs, fees, dues, taxes, etc. under this Agreement shall be paid by the defaulting Allottee(s) to the Maintenance Agency within 1 month from the date of termination notice issued as per Clause 8.1 above, and the Society shall takeover the maintenance of the common areas, facilities and amenities in the Whole Project from the Maintenance Agency prior to the expiry of 3 (three) months from the date of issuance of termination notice. It is agreed between the Society and the Maintenance Agency that upon termination, the Maintenance Agency shall hand over the maintenance of the Whole Project to the Society within three months.
- 8.3. Save as aforesaid this agreement shall continue and no individual Allottee(s) or the Society shall have any right to determine or terminate this agreement.

- 8.4. Notwithstanding anything contained in **Clause 8.1** 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 from the Society and/or all the Allottee(s) exceeds 20 lacs only, due to the Maintenance Agency from the Whole Project.
- 8.5. Upon termination, the Maintenance Agency shall be relieved and discharged of all its obligations and duties relating to maintenance and services.
- 8.6. It is agreed by and between Parties, that upon termination of this Agreement the outstanding dues, if any against the Allottee(s) shall be adjusted against the maintenance deposit and the balance amount, if any, shall be refunded by the Maintenance Agency to the Society as agreed between the Parties at that time within 30 (thirty) days of such termination. In case the outstanding dues against some Units are not covered by the Maintenance Agency, the Maintenance Agency shall cover such deficit from the total deposit held against all the Units and after adjustment transfer the balance amount to the Society.

9. LIMITED LIABILITY

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

- 9.6. Maintenance Agency shall not be liable / responsible for renewal of statutory approvals for the Whole Project. Compliances and/ or renewal of the approvals and/or NOCs shall be the responsibility of Society. The Society along with other Allottee(s) of the Whole Project shall be liable and responsible for applying for and obtaining renewal of various approvals which are obtained/ required to be obtained for the Whole Project and to ensure the compliance with applicable laws and the conditions under such approvals at all times. The Society along with Allottee(s) 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 Whole Project. The Society along with Allottee(s) of the 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.

10. GENERAL

- 10.1. Maintenance Agency shall not be obliged to take insurance of the Units and it shall be the responsibility of the Allottee(s) / the Society.
- 10.2. The Society acknowledges and appreciates the need for strict compliance of the rules & regulations or the guidelines from time to time for maintaining the beauty, sanctity and uniformity of the Whole Project. The Society appreciates the need to maintain and preserve the ambience of the Whole Project and authorizes Maintenance Agency to ensure that the Allottee(s)/residents shall not do anything which will adversely affect the beauty, sanctity and uniformity of the Whole Project.
- 10.3. The Society as well authorizes the Maintenance Agency to cut off, withhold or in any manner curtail or reduce any essential supply or service enjoyed by a Unit owner/Allottee(s) if the Allottee(s)/Unit owner willfully violates or evidently threatens to violate the peace and harmony of the 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.
- 10.4. Society hereby authorize, the Maintenance Agency to commercially exploit certain common areas of the Whole Project for generating revenue, including allowing advertisements by putting hoardings/banners on parapet/boundary walls or lifts, mobile booster on terrace, kiosk by Companies etc. or other advertisements from the Whole Project, from signage space, organizing events, etc. which shall be utilized by the Maintenance Agency towards the maintenance of the Whole Project and Maintenance Agency shall keep 20 % of revenue generated from the same as it charges for identifying vendors/organizing the events, etc. balance of any after deduction of expenses will be utilized towards Maintenance Charges.
- 10.5. Society represents and understand that Maintenance Agency will require a lot of space in the Whole Project to be utilized as office space of Maintenance Agency, for storing of equipment etc. Therefore, Society authorizes Maintenance Agency to

exclusively use the space identified as office, storeroom, staff quarter, rest room for its employees and staff.

- 10.6. Maintenance Agency represented that it has a rental and resale division wherein it provides services to the Allottee(s) to either resale or give their apartments on rent. Maintenance Agency has offered to provide such services to the Society and the Allottee(s). Society agrees and allows the Maintenance Agency to provide such services as well to the Allottee(s) as per the term and conditions agreed with the Allottee(s) on a chargeable basis. The employees of resale and rental division shall be able to operate out of the maintenance office without the requirement of any form of consent or consideration to the Society or the Allottee(s).
- 10.7. It is agreed between the Society and the Maintenance Agency that if in future any plant/equipment is required to be installed in the 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 Super Area on the Allottee(s).

11. NOTICE

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

12. SUCCESSION

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

13. ASSIGNABILITY / TRANSFERABILITY

- 13.1. The Society agrees and hereby assigns the right of the Maintenance Committee to the Maintenance Agency to enable it to enforce the code of conduct under the Bye Laws.
- 13.2 The Maintenance Agency shall be entitled to assign or transfer its rights or obligations under or interest in this Agreement with prior written intimation to the Society.

14. WAIVER

- 14.1. The failure of Maintenance Agency to enforce any term or any provision(s) hereof shall not be construed to be waiver of any provision(s) or right to enforce any or each and every provision(s) of this Agreement.
- 14.2. No waiver of any provision of this Agreement shall be valid unless the same is made in writing and signed by the Party so waiving.

15. JURISDICTION

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

16. AMENDMENTS:

This Agreement may only be amended through written consent of the Parties concerned in this Agreement. Any supplementary agreement and/or additional documents, if necessary, shall be executed by the Parties and the Allottee(s) shall extend full co-operation in respect of the same.

17. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

18. DISPUTES AND THEIR REDRESSAL

- 18.1. All differences between the Society and the Maintenance Agency will first be sorted out through mutual discussion and dialogue but in case any difference or dispute remain, the same shall be referred to an arbitral tribunal consisting of three arbitrators, out of which each party shall appoint one arbitrator and the two appointed arbitrators shall mutually appoint the presiding arbitrator who con-jointly shall decide the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time and his decisions shall be final and binding on both the parties. The place of Arbitration shall be Jamshedpur and the cost of arbitration shall be equally borne by the Parties.

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

- 1. Ashiana Amaya Residents Maintenance Swalambi Sahkarita Samiti Limited**

- 2. Ashiana Maintenance Services LLP**

Witnesses:

1.

2.

SCHEDULE I
SCOPE OF WORK

The scope of work to be undertaken by Maintenance Agency at Ashiana Amaya would cover:

A 1. Sanitation

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

2. Horticulture

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

3. Water Supply

- 3.1 Maintenance and operation of water tanker/ reservoir, as applicable.
- 3.2 Maintenance and operation of Pumping sets - Pumping of water on need basis.
- 3.3 Maintenance, operation and upkeep of water distribution system.
- 3.4 Periodical testing of water.

4. Power Supply

- 4.1 Maintenance of power distribution network including, DG sets, switch gears, cables etc.
- 4.2 Operation and maintenance of streetlights, lighting of passages, corridors lights and lighting fixtures in all common areas and other common spaces.
- 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 & Maintenance of boundary walls, drains, parking areas and all common facility areas.
- 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. Running and Maintenance Cost-

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

8. Club House Maintenance-

8.1 The project includes a clubhouse where residents may access and enjoy facilities such as:

- i. Badminton court, Gymnasium, Swimming pool, Children's play area, Multipurpose halls for private gatherings (available on a chargeable basis)

9. Compliance Cost-

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

B. Capital Repairs/ Replacement

The capital repairs would cover:

1. Major repairs of water & STP distribution systems.
2. Major repairs and refurbishment of pathways, fountains and other similar activities.
3. Major repairs of Generators, if any, Transformers, electrical switch gears, electrical cables, lighting fixtures etc.
4. Replacement and addition of furniture & fixture items in club & other amenities.
5. External re-painting of the building/common areas once in 7 years. 7 years shall be counted from the date of Completion Certificate of Phase-II.
6. Any other misc. repair / replacement of spares of capital nature.
7. Major repairs of CCTV, lifts & Organic Waste Composter

C. Services

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

Note :

1. All the sewage would be treated, and the treated water shall be used for flushing, watering of lawns, plantation etc. to the extent possible.
2. Solid Waste Management: garbage collection from residents in Dry, Wet and hazardous nature at source. Residents should be provided accordingly.
3. Cost of maintenance dues does not include repairs/maintenance within the Unit and individual power bills.
4. 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.
5. Lift replacement and statutory compliance costs are excluded from regular maintenance and shall be billed separately when applicable.
6. Swimming pool compliance and maintenance expenses are excluded from the standard budget and will be charged separately, where applicable.
7. Amenities not forming part of the common area or not included in the maintenance budget shall be offered on a chargeable basis.

Schedule- II

A. Maintenance Charges

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

Type of Unit	Super Area (Sqft)	Fixed Charges for a month (excluding Service Charges) In Rupees	Service Charge for a month @ In Rupees	Capital Charge for a month @ In Rupees	Reimbursement for a month @ In Rupees	Tentative Maintenance Charges for a month	Tentative Maintenance Charges for one Quarter	Upfront Maintenance Charges for 12 months
4Bhk	2450	6713	1691	1642	711	10757	32271	129084
3bhk+3T (Type-1)	1930	5288	1332	1293	560	8473	25419	101676
Penthouse-EL	3060	8384	2111	2050	888	13433	40299	161196
3bhk+3T (Type-2)	1665	4562	1149	1116	483	7310	21930	87720
Penthouse-L	2610	7151	1801	1749	757	11458	34374	137496

Note-

1. Above Charges will be applied for the Unit from Effective Date for Whole Project onwards. The charges (Maintenance Charges) for subsequent phases (if any) shall be as per the prices prevailing as on the date of taking over of the maintenance of the phase.
2. For Allottee(s) who buy the Unit after the Occupation/Completion Certificate of Whole Project. 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.
3. 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.
4. GST is to be paid over and above the charges mentioned above.
5. The above-mentioned charges are tentative and may vary as on the Effective Date.

Annexure-1

Interest Free Maintenance Security Deposit

Type of Unit	Super Area (Sqft)	Maintenance Deposit
4Bhk	2450	1,22,500/-
3bhk+3T (Type-1)	1930	96,500/-
Penthouse-EL	3060	1,53,000/-
3bhk+3T (Type-2)	1665	83,250/-
Penthouse-L	2610	1,30,500/-