

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (“Agreement”) is executed at Jaipur, Rajasthan _____ on this ____ day of _____, 2024:

B E T W E E N

ONE44 OWNERS SOCIETY an Owner’s Society registered under _____ , having its office at _____ through its President, _____ S/o _____ aged about _____ years, R/o _____ & Secretary aged _ 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 upto 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 ‘ONE44’ (hereinafter to be referred as the “**Whole Project**”) on a piece of land situated at Village Bhankrota Kalan, Tehsil Sanganer, Dist. Jaipur, Rajasthan under Khasra No. 876, 877, 878, 879, 880, 881, 881/2891, 882, 884, 885, 886, 887, 905 Rajasthan in terms of the Development Agreement dated 25.05.2022 entered into with the landowner defined therein.
- B. Promoter is in the process of development and construction of Phase I of the Whole Project ONE44.
- C. Society is an Society formed by owners of flats/units/spaces in Phase I of the group housing project known as “**ONE44-Phase-1**” (**Said Project**). The Society has been formed for the purpose of maintenance, management and repair of common areas and facilities in Said Project/Whole Project once the construction of Said Project/Whole Project is complete.

- D. The Society is empowered by the Bye Laws of the Society to enter into/ execute contracts or agreements with such persons/entities that the Society deems fit for implementing the objects of the Society.
- E. The Maintenance Agency is a facility management entity engaged in the business of management and maintenance of various residential projects in Bhiwadi, Jaipur, Neemrana, Jodhpur, Pune, Halol, Jamshedpur etc. and has a very rich and vast experience and expertise in the management and maintenance of various residential projects having all modern equipment, amenities, and facilities such as community building (club house), swimming pool, gym, STP, power back up system, lifts, horticulture etc.
- F. It was further represented by the Maintenance Agency that due to its qualitative and effective maintenance of the projects; it is able to maintain the beauty and aesthetic look of the projects. Apart from qualitative maintenance of the projects, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents of the projects which ultimately provides for a good lifestyle to the residents.
- G. The Society has represented to the Maintenance Agency that the Whole Project is being developed in a phase wise manner wherein Phase 1 of the Whole Project is under construction and the Promoter will procure the occupancy certificate for ONE44 Phase 1 upon its completion.
- H. The Society has further represented to the Maintenance Agency that the Whole Project shall be handed over by the Promoter to the Society and the Promoter shall be responsible for the maintenance of the Phase/ Project up to three months from the date of occupation certificate of the Phase/ Project excluding the month in which occupation certificate will be issued and thereafter the Society shall take over and become responsible for the management and maintenance of the Phase/ Project (hereinafter referred to as "Effective Date") and thereafter it shall be the responsibility of the Society to manage and maintain the Whole Project.
- I. The Society represents that there will be certain common areas, facilities and amenities such as streetlights, security guards, guard rooms, maintenance of approach road etc. that will be shared by the residents of the Whole Project to the exclusion of the commercial portion of the Whole Project, namely, ONE44 phase 1A.
- J. The Society represents to the Maintenance Agency that upon completion of the future phases of the Whole Project, the same will be handed over to the Maintenance Agency for commencement of maintenance work as per scope of the maintenance defined in this Agreement and will be maintained in accordance with the terms and conditions agreed hereupon. The same shall become effective from the expiry of 3 months from the date of receipt of occupancy certificate for each phase handed over.
- 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 a Unit owner in the Whole Project and includes:
- (i) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - (ii) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - (iii) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners;
 - (iv) In case the Allottee(s) is a Limited Liability Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective Designated Partners; and
 - (v) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);
- b) **“Completed Phases of the Whole Project”** shall mean the phases which are completed by the Promoter and handed over to the Society formed as and when the construction of that phase is complete.
- c) **“Built Up Area”** shall mean the sum of area of the apartment or flat. It shall include area encompassed within the walls of Unit, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
- d) **“Super Built Up Area”** shall mean an area equivalent to 1.25 times of the built up area of the flat comprised in the Unit and the said multiplication factor has been arrived at after taking into account the proportionate area comprised in common areas and common facilities in the Building and in the Complex and other relevant parameters and for commercial considerations.
- e) **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented or caused

to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:

- (i) Acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters;
 - (ii) Explosions or accidents, air crashes and shipwrecks;
 - (iii) Strikes, lock-outs, civil disturbances, curfew etc.;
 - (iv) War or enemy action or terrorist action;
 - (v) Change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by Arbitrator;
 - (vi) Any event or circumstances analogous to the foregoing which is beyond the control of the Parties.
- f) **“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.
- g) **“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.
- h) **“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**.
- i) **“Maintenance Charges”** shall mean charges payable by an Allottee to the Maintenance Agency for maintenance and management of the Whole Project as described in **Clause 6.5** of this Agreement.
- j) **“Additional Services”** shall mean the services provided by the Maintenance Agency in the Whole Project in addition to the services listed in **SCHEDULE -I**.
- k) **“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**
- l) **“Member”** shall mean an apartment owner, who is a member of the Society in accordance with the Bye-Laws and whose Allottee/ship is subsisting and is not terminated in accordance with the Bye- Laws.
- m) **“Entire Land”** shall mean the land admeasuring 14661 Sqm. (3.6 Acres).
- n) **“Said Project”** shall mean Phase 1 of the Whole Project being developed on portion of Entire Land admeasuring 8359.58 Sqm. and known as ONE44 Phase 1.
- o) **“Whole Project”** shall mean group housing project being developed on Entire Land comprising of flats/ Units/Villas, club house/ community building, parking facility, other amenities and facilities, and named as “ONE44”.

- p) **“Service Charges”** shall mean charges payable by an Allottee to the Maintenance Agency for services rendered to the Allottee.
- q) Words importing singular number include plural number and vice-versa.
- r) Words importing masculine gender include feminine gender and vice-versa.
- s) Headings in this Agreement are inserted for convenience and are to be ignored while construing the meaning of terms and conditions of this Agreement.

2. APPOINTMENT OF MAINTENANCE AGENCY

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

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

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

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

- 4.1 The term of this Agreement shall come into force from the date 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. 9** 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 9.4 of this Agreement.
- 4.2 The Society authorizes the Maintenance Agency to obtain from the Promoter a complete list of all the allottees of the 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, the Society also authorizes the Maintenance Agency to take from the Promoter Unit wise detail of carpet area, balcony area, built up area and super area as well as of the Said Project/ Future Phases/Whole Project.

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

5. MAINTENANCE DEPOSIT COLLECTED FROM EACH UNIT HOLDER

- 5.1 Society hereby authorizes and empowers the Maintenance Agency to collect and hold Maintenance Deposit (hereinafter to be referred as “**Interest Free Maintenance Security Deposit**”) as measure of security for the Maintenance Agency from the Allottees 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 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 allottees sells/transfer 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 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 Society and the Maintenance Agency that in lieu of the services provided by Maintenance Agency to the Allottee(s), it shall be entitled to raise bills directly to the Allottee(s) for the Facilities and Services provided in the Whole Project. Society hereby empowers and authorizes the Maintenance Agency to raise a consolidated 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 the basis of Total Super Area of respective Allottee(s).
- 6.4 Society is aware that the Whole Project is being developed in phases. The Parties agree that with the development of different phases, the Maintenance Charges will be calculated taking into consideration the services being provided for the management and maintenance of the Completed Phase (s) of the Whole Project.
- 6.5 It has been agreed by and between the Society and the Maintenance Agency that the Allottee(s) residents shall be liable and obliged to pay the Maintenance Agency every quarter Maintenance Charges comprising of the following: -

- 6.5.1 **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.
- 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). The Capital Charges so arrived at will be distributed between the allottees based on their Super Areas.
- 6.5.3 **Reimbursements -**
- (i) Costs of electricity and/or power for lighting common areas including streetlights, operation of water pumps, R.O. Plants, STP, lifts, club, community hall and other common facilities as per actual. The monthly cost will be divided between the Allottees in proportion to the Super Area of the Unit. Above electricity and/ or power costs shall be billed in advance on an 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.
 - (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 Proportionate costs of any other services plus Service Charges at the rate of 25% that may be extended or provided from time to time by the Maintenance Agency and not stated in **Schedule I**.
- 6.5.5 The above referred charges are tentative and may vary at the time of actual expenditure incurred and the Allottee(s) shall have to pay to the Maintenance Agency or its assignee accordingly.
- 6.5.6 In the event any additional/ specific services are exclusively required by the Allottee(s)/ resident (over and above the general maintenance services provided to the Whole Project), the said services may be provided by the Maintenance Agency, in its sole discretion. Where such additional/ specific services are agreed to be provided by the Maintenance Agency, such services shall be billed as per the actual costs incurred for provision of such services along with Service Charges. Such specific/ additional services shall be solely to the account of the Allottee(s)/

resident or if a number of Allottee(s)/ residents use the same services then the same shall be billed on pro- rata basis.

6.5.7 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 tentative Service Charges is Rs. ____ per sq.ft. of Carpet Area per month. 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 to the increase in Fixed Maintenance Charges. Therefore, for an example if the current Fixed Maintenance Charges for a _____ Unit is Rs. _____/- for a month and Service Charges is Rs. _____/- and if the Fixed Maintenance Charges increase by 10% from Rs. _____/- per month to Rs. _____/- per month, then the Service Charge shall also increase by 10% from Rs. 605/- per month to Rs. 665/- per month and the total Fixed Maintenance Charges will be Rs. _____/- 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) Service Charges @ 25% charged on additional services as referred to in **Clause 6.5.4**.

6.6 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 allottees on the basis of Super Area, as a basis of distribution. It is agreed that Maintenance Charges shall be shared by the Allottees in proportion to the total Super Area of the Completed Phases of the Whole Project.

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

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 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 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 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 labor 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 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. WATER INFRASTRUCTURE FUND AND CHARGES

- 7.1 Society and Maintenance Agency are aware that the Promoter has proposed to approach the appropriate authority for supply of water. Till approval is granted by the appropriate authority, water shall be sourced through tankers. Further, for creation of water infrastructure certain amount shall be required to be deposited towards water fund to meet the cost of water infrastructure to be provided by the Government or its agencies.
- 7.2 It is agreed between the parties that Maintenance Agency shall collect water fund and charges from the Allottees on estimated basis as mentioned in **Schedule II** (B & C) and enter in a Memorandum of Understanding (hereinafter to be referred as "MOU") with individual Allottee(s). The MOU shall govern the collection and utilization of the amount collected from each Allottees. The amount so collected shall be payable proportionately on the basis of Super Area of the Unit. Further it is agreed between the Parties that any

- increase or reduction in the demand note raised by Public Health Engineering Department, Jaipur (hereinafter to be referred as “PHED”) or similar agency shall be distributed among the allottees in equal proportion. The said amount shall be held by the Maintenance Agency as a custodian of the Society and shall keep it in a fixed deposit or interest-bearing security.
- 7.3 It is agreed between the Parties that that the money collected/to be collected from all the allottees of the Whole Project shall be deposited in a separate bank account for the purpose and the interest accrued on the same will be included in the said deposit fund account. Further the tax liabilities, if any, on accrued interest and deposit shall be met through the interest accruing on such account. The money thus collected will be spent only in meeting the expenses of bringing water to the Completed {Phase of the Whole Project/Whole Project.
- 7.4 Both the Parties agree that till the time the scheme becomes functional, Maintenance Agency shall source water through tankers and distribute the same to the residents of the Whole Project. Further all expenses required in arranging water tankers, cost of water and cost of distribution of water to all the residents of Said {Project/Completed Phase of the Whole Project and for common use like swimming pool etc. for the purposes of Clause 6.5.3(iii) will be met from the amount of interest earned (net of taxes) in bank account maintained for above said water infrastructure fund. Any expenditure in this provisioning of tanker supplied water, that is in excess of the accrued interest, will be billed to the owners quarterly on a proportionate basis as part of Reimbursement.
- 7.5 The Maintenance Agency represents, and the Society agrees that the Maintenance Agency will charge an upfront water charge from each unit depending on the occupancy of the unit as detailed in **Schedule II(C)**.

8. PROCEDURE OF BILLS AND PAYMENTS

- 8.1 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 Allottees, it shall be entitled to raise bills directly to the Members for the services provided in the Project. Society hereby empowers and authorizes the Maintenance Agency to raise a consolidated bill in advance for the agreed services to the individual members. Further, it is agreed between the Parties that the Maintenance Charges for the Whole Project shall be divided between all the members in proportion to the Super Area of their respective Units.
- 8.2 It has been agreed between the Parties that the Allottee(s) 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.
- 8.3 The Maintenance Agency represents that the invoice will be raised in advance on a quarterly basis by the 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 start 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 the 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.

- 8.4 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.
- 8.5 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.

9. TERMINATION

- 9.1 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 4.1 hereinabove, the Maintenance Agency will continue with the management and maintenance of the Said Project/Whole Project till the time Agreement is terminated by the Society in the manner laid herein below. This Agreement shall stand terminated upon expiry of a period of three months from the date of the following events:-
- (i) Society(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. The Society agrees and authorizes the Maintenance Agency with the right to survey/ verify the consent of allottees from every individual Allottee(s);
 - (ii) Upon the Maintenance Agency issuing a general circular informing the Society and the Allottee(s) about its decision to terminate this Agreement;
 - (iii) The Maintenance Agency is declared insolvent by a court of competent jurisdiction.
- 9.2 Upon the termination of the maintenance agreement, the Maintenance Agency shall hand over the maintenance of the Project to the Society within three months.
- 9.3 Save as aforesaid this Agreement shall continue and no individual allottee or the Society shall have any right to determine or terminate this agreement.
- 9.4 Notwithstanding anything contained in **Clause 9.1** herein-above, the 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 the Society and/or all the allottees exceeds Rs. 20 Lakhs only due to the Maintenance Agency from the Completed Phase of the Whole Project/ Whole Project.
- 9.5 Upon termination, the Maintenance Agency shall be relieved and discharged of all its obligations and duties relating to maintenance and services.
- 9.6 It is agreed by and between the 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.

10. LIMITED LIABILITY

- 10.1 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 usable 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.
- 10.2 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.
- 10.3 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 the Maintenance Agency shall be responsible and liable for the losses incurred by any act of such Agency.
- 10.4 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.
- 10.5 Maintenance Agency shall also not be liable for any loss, damage or physical injury which may be caused to the Member, his family Allottee/s, customers, visitors or guests on account of any human error or fault on the part of the employees of Maintenance Agency or by reason of any Force Majeure circumstances.
- 10.6 The 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 allottees 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 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 Whole Project. The Society along with Allottees 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.

11. GENERAL

- 11.1 The Society shall be solely responsible for any disputes or differences amongst its Allottee/s and the Maintenance Agency shall communicate with the Allottee/s of Management Committee of the Society, which shall function in accordance with bye-laws of Society. Further, the Maintenance Agency shall not be answerable to individual Allottee/s in the Whole Project.
- 11.2 The Maintenance Agency shall not be obliged to take insurance of the Units and it shall be the responsibility of the Allottee(s)/ the Society.
- 11.3 The Society acknowledges and appreciates the need for strict compliance of the rules & regulations or the guidelines from time to time for maintaining the beauty, sanctity and uniformity of the Whole Project. The Society appreciates the need to maintain and preserve the ambience of the Whole Project and authorizes Maintenance Agency to ensure that the Allottee/s/ residents shall not do anything which will adversely affect the beauty, sanctity and uniformity of the Whole Project.
- 11.4 The Society authorizes Maintenance Agency to impose penalty on the Allottee(s)/ residents on violation of above points. The Society shall ensure that under no circumstances, the Allottee(s)/ residents shall confront with Maintenance Agency or any of its staff under the circumstances of violation of guidelines. Under the circumstances of violation, rules / guidelines framed by Maintenance Agency and / or the Society shall be applicable. Further, Maintenance Agency shall not be held liable or incur any liability for noncompliance by the Allottee(s) under any circumstances.
- 11.5 The Society as well authorizes the Maintenance Agency to cut off, withhold or in any manner curtail or reduce any essential supply or service enjoyed by a unit owner/Allottees if the Allottee(s)/ unit owner willfully violates or evidently threatens to violate the peace and harmony of the Completed Phase of the Whole 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.
- 11.6 The Society hereby authorizes 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 Completed Phase of the Whole Project/ Whole Project and Maintenance Agency shall keep 20% of revenue generated from the same as it charges for identifying vendors/organizing the events, etc. The revenue so generated from common areas of the Completed Phase of the Whole Project/ Whole Project, less Maintenance Agency's consideration from the same in accordance with this clause shall be adjusted in determining estimated Cost of Maintenance as per clause 6.5.2.
- 11.7 Society represents and understands that Maintenance Agency will require a lot of space in the Completed Phase of the Whole Project/ Whole Project to be utilized as office space of Maintenance Agency, for storing of equipment etc. Therefore, the Society hereby gives its irrevocable consent and authorizes the Maintenance Agency to exclusively use the space identified as office, storeroom, staff quarter, rest room for its employees and staff till the time it is associated with the Said Project /Whole Project. The Society confirms that the Maintenance Agency will not be required to seek any further consent with respect to the same.

- 11.8 The Maintenance Agency represented that it has a rental and resale division wherein it provides services to the Allottees to either resale or give their apartments on rent. Maintenance Agency has offered to provide such services to the Society and the Allottees. The Society agrees and allows the Maintenance Agency to provide such services as well to the Allottees as per the terms and conditions agreed with the Allottee on a chargeable basis. The employees of the resale and rental division shall be able to operate out of the maintenance office without the requirement of any form of consent or consideration to the Society or the Allottees.
- 11.9 It is agreed between the Society and the Maintenance Agency that if in future any plant/equipment is required to be installed in the Completed Phase of the Whole 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 Super Area on the allottees.
- 11.10 The Maintenance Agency represent and the Society acknowledges and appreciates that both LPG and PNG lines cannot be operational simultaneously. Society authorizes the Maintenance Agency to stop the supply of LPG in the Whole Project/Completed Phase of the Whole Project on the expiry of one month from the date PNG supply becomes operational in the Whole Project/Completed Phase of the whole Project or the registrations are started by the agency supplying PNG in the Whole project /'Completed Phase of the Whole Project , whichever is later, The Society and the Maintenance Agency agree that the Maintenance Agency will stop the supply of the LPG with a one month notice by means of general circular and the allottees who prefer LPG to PNG will have to avail the same at their own cost and expenses and Maintenance Agency will not have any role in the same.
- 11.11 The Maintenance Agency represents, and the Society also acknowledges the fact that the Ministry of Environment is from time to time implementing rules and regulations to ensure smooth management and segregation of waste at source. Accordingly, the Maintenance Agency represents that garbage shafts in the blocks are closed and the Maintenance Agency will collect the domestic waste at source through door-to-door mechanism. However, Maintenance Agency represents and the Society confirms that Maintenance Agency reserves its right to manage garbage shafts in accordance with the rules and regulations applicable from time to time.

12. NOTICE

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

13. SUCCESSION

- 13.1 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.

14. ASSIGNABILITY / TRANSFERABILITY

- 14.1 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.
- 14.2 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.

15. WAIVER

- 15.1 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.
- 15.2 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.

16. JURISDICTION

- 16.1 The courts having original jurisdiction in Jaipur, Rajasthan shall have the jurisdiction in all matters relating to or arising out of this Agreement.

17. DISPUTES AND THEIR REDRESSAL

- 17.1 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 Jaipur and the cost of arbitration shall be equally borne by the Parties. The proceedings of the Arbitration shall be conducted in English.

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

1. _____ Owners Society

2. _____ Ashiana Maintenance Services LLP

Witnesses:

1.

2.

2.

SCHEDULE I

SCOPE OF WORK

The scope of work to be undertaken by Maintenance Agency at ONE44 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/ water reservoir, as applicable.
- 3.2 Maintenance and operation of Pumping sets - Pumping of water on need basis.
- 3.3 Maintenance, operation and upkeep of water distribution system.
- 3.4 Periodical testing of water.
- 3.5 Maintenance and Operation of R.O. Plant (if any).

4. Power Supply

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

5. Civil Maintenance

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

6. Security

- 6.1 Round the clock security of the Whole Project.
- 6.2 CCTV monitoring for post investigation

7. Running and Maintenance Cost

- 7.1 Cost for running and maintaining the club and any other common areas and facilities including the salary of administrative staff.

8. Compliance Cost

- 8.1 The 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. Replacement and repair of water & STP distribution systems.
- 2. Major repairs of pathways, fountains etc.
- 3. Major repairs / replacements of Generators, if any, Transformers, electrical switch gears, electrical cables, lighting fixtures etc.
- 4. Replacements / major repairs of sewage network.
- 5. Replacement / major repairs of communication equipment, computers, transportation equipment, gardens equipment etc. and relaying of lawns.
- 6. Replacement and addition of furniture & fixture items
- 7. External re-painting of the Units once in 7 years. 7 years shall be counted from the date of Occupancy Certificate of Phase-II.
- 8. Any other misc. repair / replacement of capital nature.
- 9. 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, electrical distribution system etc.) serving the Whole Project shall be shared among all occupants of the Whole Project in proportion to their Carpet Area.

SCHEDULE- II

A. Maintenance Charges

Sr. No.	Type of Unit	Super Area (Sqft)	Fixed Charges for a month	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
1	4BHK	2925	9272	2311	2457	2633	16673	50016	200070
2	5BHK DUPLEX	5049	16005	3989	4241	4544	28779	86338	345352
3	3BHK	2335	7402	1845	1961	2102	13309	39929	159714
4	4BHJ DUPLEX	4105	13013	3243	3448	3695	23399	70196	280782

B. Water Infrastructure Fund -

Type of Unit	Super Area (Sqft)	Upfront Water Infrastructure Fund @42 per sqft on Super Area
4BHK	2925	1,22,850.00
5BHK DUPLEX	5049	212058
3BHK	2335	98070
4BHJ DUPLEX	4105	172410

C. Upfront Water Charges-

The Allottee of a unit will also have to pay fixed water charges as follows-

Type of Unit	Total Monthly Water Charges for one month (Rs.)	Total Upfront Water Charges for twelve month (Rs.)
Occupied	800	9600
Unoccupied	400	4800

Note-

1. Above Charges will be applied for the Unit from Effective Date for Phase I onwards. The charges (Maintenance Charges) for subsequent phases shall be as per the prices prevailing as on the date of taking over of the maintenance of the phase.
2. For Allottee(s) who buy the Unit after the Occupancy Certificate of Said Project /Completed Phases 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, as per the rates prevailing at that time.
3. Maintenance charges may be revised and fixed by the Maintenance Agency on the basis of current prices of the commodities, services, minimum wages etc. any time during the year.
4. The above Water Charges for a month are calculated keeping into consideration occupancy of the Unit. In case of unoccupied units, the monthly water charges will be 50% of the charges reflected in Table C above.
5. GST is to be paid over and above the charges mentioned above.
6. The above-mentioned charges are tentative and may vary as on the Effective Date.

ANNEXURE-11**INTEREST FREE MAINTENANCE SECURITY DEPOSIT**

Type of Unit	Super Area (Sqft)	Interest Free Management Deposit @ 50 per sqft on Super Area
4BHK	2925	146250
5BHK DUPLEX	5049	252450
3BHK	2335	116750
4BHJ DUPLEX	4105	205250