

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (“Agreement”) is executed at Jamshedpur, Jharkhand_____ on this ____ day of _____, 2023:

B E T W E E N

ASHIANA PRAKRITI RESIDENT WELFARE SOCIETY. 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.**

A N D

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 Prakriti’ on a piece of land situated at Mouza-Pudishilli under khata No 227, Plot 200, 211 and 212, Halka No. 2, Thana No 328, Anhcal - Chandil, PS Chandil, village Pudishilli, under district sub registry office Seraikela - Kharsawan, Jharkhand (hereinafter referred to as **Whole Project**).
- B. Promoter is in process of development of the Whole Project Ashiana Prakriti in a phase wise manner and is in process developing of Phase I of the Whole Project Ashiana Prakriti.
- C. Society is a Society of owners who have bought flats/units/spaces in the residential project Ashiana Prakriti and known as “ASHIANA PRAKRITI RESIDENT WELFARE SOCIETY”, formed under the provisions of Jharkhand Self-Supporting Co-Operative Act, 1996/Jharkhand Societies Registration Act, 1860. The Association has been formed for the purpose of maintenance, management and repair of common areas and facilities in Whole Project once the construction of Whole Project is complete.
- D. Society is empowered by the Bye Laws of the Society to enter into contracts or

agreements with other persons/entities that Society deems fit for implementing the objects of the Society.

- E. 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 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 phase wise manner wherein Phase-I of the Whole Project is under construction and the Promoter will file for the occupancy certificate for Phase -I of Ashiana Prakriti 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 Society shall take over and become responsible for 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 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.
- J. Therefore, the Society is desirous of availing expertise, experience, and qualitative services of Maintenance Agency by appointing/assigning the Maintenance Agency for providing the maintenance and management services in respect of common areas and common facilities of the Whole Project and the Maintenance Agency has agreed to provide the same in accordance with the terms & conditions of this Agreement.

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

1. DEFINITIONS & INTERPRETATIONS

In Agreement unless the context otherwise requires: -

- a) **“Allottee(s)”** shall mean an Unit owner in the Whole Project and includes:
- (i) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - (ii) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - (iii) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners;
 - (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) **“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.
- c) **“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, mummy common passage on each floor, lobby on the ground floor / podium, club house, RWA office, guard rooms, electrical substation, transformers, DG sets, STP, UGT, SWM, OHT, common toilets, Maid rest areas, common stores, Garbage room, electrical meter room/s, pump room/s, etc.
- d) **“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.
- e) **“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.
- f) **“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.
- g) **“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.
- h) **“Maintenance Charges”** shall mean charges payable by an Allottee(s) to the Maintenance Agency for maintenance and management of the Whole Project as described in Clause 6.4 of this Agreement.
- i) **“Additional Services”** shall mean the services provided by the Maintenance Agency in the Whole Project in addition to the services listed in **Schedule -I**.
- j) **“Additional Service Fees”** shall mean the fees to be paid to the Maintenance Agency towards the Additional Services and detailed in Clause 6.4.4
- k) **“Completed Phase of Whole Project”** shall mean phase of Whole Project whose occupancy has been received by the Promoter as per law.
- l) **“Member”** shall mean an apartment owner, who is a member of the Society in accordance with the Bye-Laws and whose Allottee(s) ship is subsisting and is not terminated in accordance with the Bye- Laws.
- m) **“Said Project”** shall mean part of the Whole Project, being constructed and developed upon one portion of the Scheduled Land admeasuring 8376.80 sqm and comprising of Tower AB, Tower C , Common Areas , Amenities and Facilities reserved for use of Residential Block being developed with Said Project and any improvements, structures thereon and all easements, rights and appurtenances belonging thereto and known as **Ashiana Prakriti Phase I**
- n) **“Scheduled Land”** shall mean the land admeasuring 15183.61 **Sq. mts.** (3.75 acres) on which Whole Project is being developed.
- o) **“Whole Project”** shall mean group housing project being developed on Scheduled Land comprising of flats/units, club house/community building, parking facility, other amenities and facilities, etc. and named as **“Ashiana Prakriti”**.
- p) **“Service Charges”** shall mean charges payable by an Allottee(s) to the Maintenance Agency for services rendered to the Allottee(s).
- 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 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 expiry of three (3) months from the date of receipt of occupancy 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 occupancy certificate is handed over, which will be the Effective Date for the Whole Project.

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

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

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

- 4.1. The term of this Agreement shall come into force from the date Maintenance Agency starts maintenance of the Said Project in on expiry of 3 months form receipted OC of Said Project (hereinafter referred to as the **Effective Date**). Maintenance Agency shall remain the sole maintenance agency of the Whole Project until this Agreement is terminated strictly as per the terms of clause 8 hereinafter. Either Party shall not be entitled to terminate this Agreement for a period of five (5) years commencing from the “Effective Date” (Lock-in-period) subject to Clause **8.4**.
- 4.2 The Society authorizes the Maintenance Agency to obtain from the Promoter a complete list of all the Allottee(s) of the all the phase Whole Project with complete details like father’s name, permanent address, contact details, email ID, date of possession, Unit

No., area, details of tenants, if any, etc. from the Promoter on the Effective Date. Further, Society also authorizes Maintenance Agency to take from the Promoter Unit wise detail of carpet area, balcony area, built up area and super area as well as of the Said Project/Whole Project.

- 4.3 Society shall provide a 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 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 detail 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/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 Said 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 **6.4**) 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 phase of Whole Project and then proportionately distributed on each Unit on the basis of Total Super Area of respective Allottee(s).

- 6.4 It has been agreed by and between the Society and the Maintenance Agency that the Allottee(s) residents shall be liable and obliged to pay the following amount as maintenance charges to the Maintenance Agency: -

6.4.1 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.

6.4.2 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 Allottee(s) based on their Super Areas.

6.4.3 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) in proportion to the Super Area of the Unit. Above electricity and/ or power costs shall be billed in advance on estimated basis which shall be subject to review at the interval of every quarter /based on actual consumptions.
- (ii) Costs of diesel, lubricating oil and other consumables for operation of generator on connected generator wattage basis as per actual per month. It shall also be billed in advance which shall be subject to review at the interval of every quarter /based on actual consumptions.
- (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.

6.4.4 In the event any additional services apart from the services stated in **Schedule I** are extended or provided in the Whole Project (**Additional Services**) from time to time by the Maintenance Agency, the Allottee(s) will have to bear proportionate costs of any such Additional Services along with fees at the rate of 25% on cost of such Additional Services (**Additional Service Fees**) to be paid to the Maintenance Agency.

6.4.5 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.

6.4.6 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.

6.4.7 Service Charges and Taxes-

- (i) The Allottee(s) will be required to pay Service charges on Fixed Maintenance Charges as mentioned in Clause 6.4.1(ii) to the Maintenance Agency. The tentative Service Charges is Rs. 0.51 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 of the increase in Fixed Maintenance Charges. Therefore, for eg if the current Fixed Maintenance Charges for a 2BHK+2 unit is Rs. 2002/- for a month and Service Charges is Rs 663/- and if the Fixed Maintenance Charges increase by 10% from Rs 2002/- per month to Rs. 2202.2/- per month, then the Service Charge shall also increase by 10% from Rs. 663/- per month to Rs. 729.3 per month and the total Fixed Maintenance Charges will be from Rs. 2665/- for the month, to Rs. 2931.5 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 6.4.4**.
- 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 Allottee(s) on the basis of Super Area, as a basis of distribution. It is agreed that Maintenance Charges shall be shared by the Allottee(s) in proportion to the total Super Area of the completed phase of Whole Project.
- 6.7 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 the basis of Super Area of the Units of the Completed Phases of 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 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 Completed Phases of 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.

- 6.8. 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 labour rates/ wages and / or unreasonable hike in cost of maintenance, the Maintenance Agency may calculate and revise the Fixed Maintenance Charges any time during the year.
- 6.10 Amount received for the capital repair/replacement under clause 6.4.2 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 6.4.2 of this Agreement and shall be solely borne by the all the Allottee(s) 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 Allottee(s) 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 Said Project/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 RAISING 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 Members, 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 Said/Whole Project shall be divided between all the members in proportion to the Super Area of their respective Units.
- 7.2 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.
- 7.3 The Maintenance Agency represents that the invoice will be raised in advance on a quarterly basis by 10th of the first month of the quarter. The quarterly bill system will be on financial year basis and accordingly quarters (April – June, July-September, October – December, January – March) will be considered for billing purposes. For eg. If the management and maintenance starts from May, under such condition, the Maintenance Agency shall raise the first bill for the period of May and June and the second invoice be generated by 10th of July, being the first month of the next quarter. In case of any cheque issued is dishonored or returned by the banker for any reason whatsoever then the Maintenance Agency without prejudice to its right to seek redressal under the Negotiable Instruments Act, 1881 and any other law shall be entitled to a service charge of Rs. 1000/- or such other service charge as may be revised by the Maintenance Agency from time to time in addition to the bill amount and interest for the delay, if any.
- 7.4 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.
- 7.5 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.

8. TERMINATION

- 8.1. Maintenance Agency would maintain the Whole Project and would plans 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 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) Upon a decision taken by the Allottee(s) through a voting mechanism passed by a majority i.e 51% of the Allottee(s) to terminate this Agreement (Society agrees and authorizes the Maintenance Agency with the right to survey / verify the consent of Allottee(s) 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.
- 8.2. Upon the termination of the maintenance agreement, the Maintenance Agency shall hand over the maintenance of the Said Project/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 towards Society and/or all the Allottee(s) exceeds 20 lacs only due to the Maintenance Agency from the Said Project/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 Said Project/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. DISPUTES AND THEIR REDRESSAL

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

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

1. _____ **Owners Society**

2. **Ashiana Maintenance Services LLP**

Witnesses:

1.

2.

SCHEDULE I

SCOPE OF WORK

The scope of work to be undertaken by Maintenance Agency at Ashiana Prakriti 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 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

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 @ 1.64	Service Charge for a month @ In Rupees 0.41	Capital Charge for a month @ In Rupees 0.47	Reimbursement for a month @ In Rupees 0.53	Tentative Maintenance Charges for a month	Tentative Maintenance Charges for one Quarter	Upfront Maintenance Charges for 12 months
2Bhk + 2T	1300	2132	533	611	689	3965	11895	47580
3Bhk + 2T	1535	2517	629	721	814	4682	14045	56181
3Bhk + 3T	1825	2993	748	858	967	5566	16699	66795
Penthouse-A	2390	3920	979.9	1123	1267	7289	21869	87474
Penthouse-B	2200	3608	902	1034	1166	6710	20130	80520
Penthouse-C	2835	4649	1162	1333	1503	8647	25940	103761

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 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 the 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

Annexure-1			
Interest Free Maintenance Security Deposit			
Sr No	Type of Unit	Super Area (Sq.ft)	Interest Free Maintenance Security @ 35/- on Super Area
1	2Bhk + 2T	1300	45500
2	3Bhk + 2T	1535	53725
3	3Bhk + 3T	1825	63875
4	Penthouse-A	2390	83650
5	Penthouse-B	2200	77000
6	Penthouse-C	2835	99225