

MAINTENANCE AGREEMENT

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

B E T W E E N

Swarang Residents Welfare Association, an Owner’s Association registered under the Tamil Nadu Societies Registration Act, having its Office at _____ through its President Mr. _____ S/o aged about _____ years _____ R/o _____ & Secretary _____ Mr. _____ S/o aged about _____ years _____ R/o _____ [hereinafter referred to as **“Association”** which expression shall unless repugnant to the subject or context be deemed to include its successor(s) and permitted assign(s) and all the allottee(s) of the Association and their respective successor(s)/legal heir(s), nominee(s), permitted assign(s), administrator(s) and executor(s)] of the **FIRST PART**.

AND

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

The Association and Maintenance Agency shall hereinafter be individually referred to as **‘Party’** and collectively as **‘Parties’**.

WHEREAS:

- A. M/s Kairav Developers Limited, a company incorporated under the provisions of the Companies Act, 1956 (as amended upto date) having its registered office at 5F, Everest, 46/C, Chowringhee Road, Kolkata-700071 (hereinafter referred to as the **‘Promoter’**) and local office at having its Branch Office at ECR Link Road Nemeli Village, Near Nemeli School, Thiruporur Taluk, Chengelpet, Chennai – 603104 is developing a group housing project named as **“Ashiana Swarang” (Whole Project)** in phases on a piece of land admeasuring _____ Sqm (____ acres) (**Entire Land**) situated at Village of _____, Tamil Nadu.
- B. Promoter is in the process of development and construction of Phase I of the Whole Project Ashiana Swarang known as Ashiana Swarang Phase I.
- C. Association is a association formed by owners of flats/shops/units/spaces in Phase I of the group housing project known as **“Ashiana Swarang Phase-1” (Said Project)**. The Association 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. Association is empowered by the Bye Laws of the Association to enter into contracts or agreements with other persons/entities that Association deems fit for implementing the objects of the Association.
- E. Maintenance Agency is one such kind of facility management organization which has become synonymous in managing and maintaining senior living projects. Further, Maintenance Agency has in its credit of managing and maintaining senior living projects in Bhiwadi, Jaipur, Chennai and Lavasa (Pune) apart from various normal group housing & commercial projects in various parts of the country, having all modern equipment's, amenities and facilities such as swimming pool, activity center, wellness services, dining facility, sports facilities, STP, power back up system or other modern security system, lifts, horticulture etc. Apart from qualitative maintenance of the project, Maintenance Agency organizes various cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle of community living to the residents.
- F. It is further represented by the Association that knowing above facts about the Maintenance Agency, it is the general desire of the apartment buyers of various apartments to get maintenance services within the Whole Project from the Maintenance Agency. Moreover, apartment buyers of various apartments bought their units in Ashiana Swarang due to reason that it would be maintained by the Maintenance Agency.
- G. The Association has represented to the Maintenance Agency that Phase-I of the Whole Project is under construction and the Promoter will file for the Completion certificate for the Said Project upon its completion.
- H. The Association has represented to the Maintenance Agency that the Said Project shall be handed over by the Promoter to the Association 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 Association 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 Association to manage and maintain the Said Project/Whole Project.
- I. Association 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 Completion certificate for each phase handed over.
- J. Therefore, the Association is desirous of availing expertise, experience and qualitative

services of Maintenance Agency by appointing/assigning the Maintenance Agency for providing the maintenance and management services in respect of common areas and common facilities of the Said Project/Whole Project and the Maintenance Agency has agreed to provide the same in accordance with the terms & conditions of this Agreement.

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

I. DEFINITIONS & INTERPRETATIONS

In Agreement unless the context otherwise requires: -

- A. “Additional Services”** shall mean the services provided by the Maintenance Agency in the Said Project /Whole Project in addition to the services listed in **Schedule -I**
- B. “Additional Service Fees”** shall mean the fees to be paid to the Maintenance Agency towards the Additional Services and detailed in **Clause 4.5.4**
- C. “Allottee(s)”** shall mean a Unit owner in the Said Project/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);
- D. “Built Up Area”** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, 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.
- E. “Completed Phases of the Whole Project”** shall mean the phases which are completed by the Promoter and handed over to the Association formed as and when the construction of that phase is complete.
- F. “Club”** shall mean the Club house being developed in the Whole Project for the enjoyment of the occupants of units in the Whole Project .

- G. “Facilities & Services”** shall mean and include the facilities and services to be provided by the Maintenance Agency in accordance with this Agreement and more particularly detailed in **Schedule-I** attached hereto.
- H. “Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of 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, lockouts, 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.
- I. “Maintenance Charges”** shall mean charges payable to the Maintenance Agency for maintenance and management of the Said Project/Whole Project as described in **Clause 4** of this Agreement.
- J. “Member”** shall mean an Apartment Owner, who is a member of the Association in accordance with the Bye-Laws and whose membership is subsisting and is not terminated in accordance with the Bye- Laws
- K. “Management Fees”** shall mean the fees to be paid to the Maintenance Agency in the form of Services Charges and Advance Reducible Interest Free Management Fees as detailed in Clause 4.5.8.
- L. “Advance Reducible Interest Free Management Fees”** shall mean a fees to cover the management fee for organizing of the maintenance activity and valid for fifteen (15) years and more fully described in **Clause 4.5.8(ii)**.
- M. “Said Project”** shall mean the part of the Whole project being developed on one portion of the Entire Land comprising of flats/Units/villas, shops, club house (activity center), parking facility, other amenities and facilities etc. developed and/or being developed and named as **“Ashiana Swarang- Phase I”**.
- N. “Service Charges”** shall mean charges payable to the Maintenance Agency for services rendered in the Said Project/Whole Project as detailed in **Clause 4.5.8(i)**
- O. “Water Charges”** shall mean charges payable by an Allottee to the Maintenance Agency in respect of water supply to the Unit(s) as described in **Clause 5** of this Agreement.

- P.** “**Super Area**” shall mean the Built-Up Area as increased by the proportionate share in the common areas like corridors/ passages, stair cases, munties, Reception / entrance lobbies, UGT, SWM, OHT, Maid rest / staff rest areas ,temple, staff toilets, club house (excluding salon, departmental store, kitchen , Dining), garbage room at ground, guard room, lifts, machine room, meter room etc.
- Q.** “**Unit**” shall mean flat/apartment in the Said Project/Future Phase of the Whole Project/Whole Project having one or more direct exit to a common area and having a separate number and identity and which is meant for its specified use.
- R.** “**Whole Project**” shall mean group housing project being developed on land admeasuring 38787.71Sqm (417510.91Sqft.) comprising of flats/Units, Club, departmental store, parking facility, other amenities and facilities, commercial units etc. developed and/or being developed and named as “**Ashiana Swarang**”.
- S.** Words importing singular number include plural number and vice-versa.
- T.** Words importing masculine gender include feminine gender and vice-versa.
- U.** Headings in this Agreement are inserted for convenience and are to be ignored while construing the meaning of terms and conditions of this Agreement.

1. APPOINTMENT OF MAINTENANCE AGENCY

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

2. MAINTENANCE AND SERVICES TO BE PROVIDED BY MAINTENANCE AGENCY

- 2.1 Association and Maintenance Agency have agreed that Maintenance Agency shall manage, administer and maintain the Said Project/Whole Project and provide the Facilities & Services in respect of the Said Project/Whole Project more fully stated and described in the schedule being **Schedule I** attached hereto.

2.2 Any services outside the scope of services as set out in the **Schedule I** hereto shall be undertaken by the Maintenance Agency on written request of the Association subject to its own discretion, capability and feasibility of the services on additional charges to be distributed proportionately on the allottees on the basis of Super Area.

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

3.1 The term of this Agreement shall come into force from the Effective Date i.e upon expiry of three (3) months from the date of obtaining Completion Certificate for phase I. 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. 7** hereinbelow ("**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 7.4** of this Agreement.

3.2 The Association authorizes the Maintenance Agency to obtain from the Promoter a complete list of all the Allottees of the Said Project/ Completed Phases of the Whole Project/Whole Project with complete details like father's name, permanent address, contact details, email ID, date of possession, Unit No., area, details of tenants, if any, etc. Further, Association also authorizes Maintenance Agency to obtain from Promoter, Unit wise carpet area, balcony area, built up area, super area of the Said Project/Whole Project.

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

4. MAINTENANCE AND OTHER CHARGES

4.1 It has been agreed by and between the Association and the Maintenance Agency that in consideration of the Maintenance Agency maintaining the Said Project/ Completed Phase of the Whole 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 calculated on the Super Area of the Unit.

4.2 It has been agreed by and between the Association and the Maintenance Agency that in lieu of the services provided by Maintenance Agency, it shall be entitled to raise bills directly to the Allottee(s) for the Facilities and Services provided in the Said Project/Completed Phases of the Whole Project/ Whole Project. Association hereby empowers and authorizes the Maintenance Agency to raise a consolidated quarterly bill in advance for the agreed Facilities and Services to the individual Allottee(s).

4.3 Maintenance Charges (Fixed Charges + Capital Charges + Reimbursement + Service Charges (all defined below in clause 4)) for a Unit will be calculated by taking into consideration the Maintenance Charges for the month for the Said Project/Completed

Phases of the Whole Project and then proportionately distributed on each Unit on the basis of Super Area of respective Allottee.

4.4 Association is aware that the Whole Project is being developed in phases. The Parties agree that with the development of different phases, the Maintenance Charges will be calculated taking into consideration the services being provided for the management and maintenance of the Completed Phase(s) of the Whole Project.

4.5 It has been agreed by and between the Association and the Maintenance Agency that every Allottee(s)/unit holder shall be liable and obligated to pay the Maintenance Agency every quarter, Maintenance Charges comprising of the following: -

4.5.1 Fixed Maintenance Charges -

- a. Sum calculated and determined at the beginning of the year shall be payable towards costs of maintenance and upkeep in terms of the services provided under **Paragraph A of Schedule -I**. Such cost would be calculated by taking into account expenditure on man power cost (salary, perquisites etc.), cost of contractual staff hired, if any, material cost, annual maintenance contract(s) charges, Charges towards outsourced services, hire charges for equipment, routine repairs, office expenses, IT expenses, expenses on organizing activities, expenses on gym trainer and social worker, charges of wellness manager, statutory fees, levies, contingent expenses, welfare expenses, miscellaneous charges, dining overheads, payment to nurses and doctors, transport charges etc.
- b. The Fixed Maintenance Charges will include Service Charges to be paid to the Maintenance Agency for the services rendered by it as detailed in Schedule I.

4.5.2 Capital Maintenance Charges-

- (i) A sum 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 **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 Area.
- (ii) If at any point of time, expenses incurred on account of capital repair / replacement / additions / outside paintings etc. by the Maintenance Agency is more than amount collected on account of capital expenses, Association agrees that the excess cost shall be borne by the Members proportionately.

4.5.3 Reimbursements -

- (i) Costs of electricity and/or power for lighting common areas including streetlights, operation of water pumps, R.O. Plants, lifts, community hall, Club House, dining hall, kitchen and other common facilities as per actual. The cost will be divided between the Allottees in proportion which the Super Area of the Unit bears to total Super Area of

the Said Project/Completed Phases of the Whole Project. 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 consumptions reviewed at the interval of every quarter.

- (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 consumptions reviewed at the interval of every quarter.
- (iii) Costs 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 consumptions reviewed at the interval of every quarter.

4.5.4 In the event any additional services apart from the services stated in **Schedule I** are extended or provided in the Said Project /Completed Phases of the Whole Project/ 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

4.5.5 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.

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

4.5.7 In the event any additional/ specific services are exclusively required by the Allottee(s)/ resident (over and above the general maintenance services provided to the Said Project/Completed Phases of the Whole Project/Whole Project), the said services may be provided by the Maintenance Agency, in its sole discretion. Where such additional/ specific services are agreed to be provided by the Maintenance Agency, such services shall be billed as per the actual costs incurred for provision of such services along with service charges. Such specific/ additional services shall be solely to the account of the Allottee(s)/ resident or if a number of Allottee(s)/ residents use the same services then the same shall be billed on pro- rata basis at such charge as may be determined by the Maintenance Agency from time to time.

4.5.8 Management Fees-

For rendering the Services as mentioned in this Agreement, the Maintenance Agency shall be entitled to collect Management Fees in the form of Service Charges as mentioned in Sub Clause (i) of this Clause and Reducible Interest Free Management Deposit as mentioned in sub clause (ii) of this Clause. Such Management Charges will be over and above the Maintenance Charges (Fixed+ Reimbursement+ Capital) and charges towards Additional Services-

(i) The Allottee of the residential units will be required to pay Service Charges @ 5% on Fixed Maintenance Charges as mentioned in **Clause 4.5.1** to the Maintenance Agency. The tentative Service Charges is Rs. 1.96/- per sqft of Super Area per month, which is included in the Fixed Maintenance Charges. The Fixed Maintenance Charges on each Unit along with Service Charge is elaborated in **Schedule III (A)**. The said Service Charges shall increase every year in proportion of the increase in Fixed Maintenance Charges. Therefore, for e.g. if the current Fixed Maintenance Charges for 3 BHK unit is Rs. 11395 /- per sqft for a month and Service Charges is Rs. 2846 - and if the Fixed Maintenance Charges increase by 10% from Rs.11395 /- per month to Rs 12535/- per month, then the Service Charge shall also increase by 10% from Rs. 2846per month to Rs.3131per month and the total fixed Maintenance Charges will be Rs. 15666/-for the month.

(ii) **ADVANCE REDUCIBLE INTEREST FREE MANAGEMENT FEES (ARIFMF) COLLECTED FROM EACH ALLOTTEE**

Association hereby authorizes and empowers the Maintenance Agency to collect and hold Advance Reducible Interest Free Management Fees as managerial fee from the Allottees of the Said Project/Completed Phases of the Whole Project which shall be amortized over a period of 15 years (fifteen years). Association authorizes the Maintenance Agency to reduce an amount equal to 1/180th of the ARIFMF collected from the Allottee or the new buyer every month from Advance Reducible Interest Free Management Fees towards managerial fees. For eg. If the Allottee has paid ARIFMF of Rs.217800 for 3 BHK unit having a Super Area of 1452 sqft then out of the same every month Rs. 1210/- (217800/180) will be reduced from the ARIFMF balance held by the Maintenance Agency towards managerial fees. After expiry of fifteen years the Allottees shall pay fresh management fees to the Maintenance Agency as determined by the Maintenance Agency at the relevant time. It is agreed between the Association and the Maintenance Agency that there will be an increase of 8% every year on the previous year ARIFMF value and will accordingly be paid by new Allottee. It is agreed between the Parties that if any member sells/transfer his Unit before the expiry of 15 years then, the Association authorizes the Maintenance Agency to refund/amortize the balance amount laying against ARIFMF to the outgoing buyer and shall collect fresh ARIFMF from the new buyer at the rate prevailing at that time. It is agreed between the Parties that the refund to the outgoing member shall be made only after receipt of fresh ARIFMF from the new buyer. The Association authorizes the Maintenance Agency to not refund and /or update the names of new buyer till the time the new buyer pays his share of ARIFMF at the then prevailing rates. However, in case of transfer by inheritance no fresh ARIFMF would be necessary. The Maintenance Agency shall also obtain a detailed list of held against each Unit. The Maintenance Agency shall provide a detailed list of ARIFMF collected and held against each Unit to the Association on its request. The ARIFMF to be collected from each Allottee with Effective Date is detailed in **Annexure- 1**.

(iii) Additional Service Fees @ 25% charged on Additional Services as referred to in **Clause 4.5.4 and 4.5.7**.

(iv) In case a member sells/transfers his Unit, the Association shall obtain a No Objection Certificate from the Maintenance Agency with respect to the Deposit and any kind of

dues towards the Unit.

4.5.9 Taxes-

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.

4.5.10 Association is aware that the Maintenance Agency will calculate the Maintenance Charges for the month 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 Completed Phases of the Whole Project and the expenses of common services shall be shared in proportion to the total Super Area of the Whole Project.

4.5.11 Association and Maintenance Agency are aware that the as per the current mechanism of distribution of the maintenance charges on the Allottees, the Maintenance Agency will be distributing the Maintenance Charges on the basis of 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 Association and Maintenance Agency agree that the total Maintenance Charges being charged by Maintenance Agency in aggregate to all the Allottees of all the Completed Phases of the Whole Project will not change and only the manner of distribution of Maintenance Charges among the Allottees will undergo changes. It is also agreed by the Association and the Maintenance Agency that such change if any, will be applied prospectively and not retrospectively.

4.5.12 It has been agreed by and between the Parties that indicative Maintenance Charges as on the Effective Date shall be as per the rate given in **Schedule III** and the same shall be valid for 12 months from the Effective Date. It has been agreed by and between the Parties that the Allottee(s) shall pay Maintenance Charges for a period of 12 months starting from the Effective Date in advance to the Maintenance Agency (hereinafter referred to as **Upfront Maintenance Charges**) as per rates indicating Maintenance Charges given in **Schedule III**. 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.

4.5.13 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, minimum wages, etc. The Association specifically agrees that Ashiana Maintenance Services shall be at liberty to review, determine and fix the Fixed

Maintenance Charges at the beginning of every financial year taking into account the escalation and/or variation in rates and/or prices of commodities, services, wages etc., and such assessment by the Maintenance Agency shall be conclusive, final and binding on the Allottee(s). However, in case of hike in 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.

- 4.5.14** Association is aware that the ever-changing prices of the commodities and increase in salary and wages have a direct impact on the cost of maintenance and the cost of capital repairs and maintenance. ,It is therefore agreed between the Association and the maintenance agency that the Fixed Maintenance Charges and Capital Charges shall be revised at the beginning of every financial year. Accordingly for the smooth functioning of the Said Project/Whole Project and its management, Association authorizes the Maintenance Agency to increase the Fixed Maintenance Charges, Service Charges and Capital Charges 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 Association.
- 4.5.15** Amount received for the capital repair/replacement under **clause 4.5.2** 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 4.5.2** 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.
- 4.5.16** The Association has represented to the Maintenance Agency that as the Whole Project is a senior living project the Promoter has designed a dining hall and kitchen within the Whole Project keeping in mind the needs of the members of the Whole Project. In order to make it operational, Association authorizes the Maintenance Agency to install the desired infrastructure at its own cost in the kitchen and dining hall and accordingly undertake the operation and management of the dining hall.

5.1 WATER CHARGES

- 5.1.1 The Association represents that as intimated by the Promoter, it is in the process of obtaining water from Gram Panchayat and the allottees will be liable to pay necessary charges/taxes to Gram Panchayat for the same. The Association represents that in all the circumstances, it will be required to create necessary infrastructure for supply of water in the Said Project /Whole Project and the cost of the same will be borne by the allottees. Further till such time as such water connection is procured through Gram Panchayat and water becomes available for the Said Project/Whole Project, the requirement of water for the said Project shall be met from other available sources including procurement of water from water tanker agencies. Association further authorizes the Maintenance Agency to install a water softener for the Whole Project

- 5.1.2 It is agreed between the Parties that once the water is supplied through Gram Panchayat the Maintenance Agency may stop procurement of Tanker Water and use only water from Gram Panchayat, for common use and for use in the individual Unit(s) in the Said Project/Whole Project
- 5.1.3 The Maintenance Agency represents that in all the cases, either the water is sourced through Gram Panchayat, or through tankers, the allottees will be required to contribute a sum towards Water Charges, creating of infrastructure and installing equipment for improving the quality of water and same will be reflected in the maintenance bill.
- 5.1.4 It has been agreed between the Parties that, the Water Charges as per the rates fixed for Unit as detailed in **Schedule III(B)** will become applicable once the Allottee starts occupying the Unit. The Allottee will be required to pay upfront water charges, as applicable, at the time of possession of the Unit.
- 5.1.5 The Maintenance Agency represents that it may happen that on the Effective Date, there may not be enough water from Gram Panchayat or, under such a situation, Tanker Water will be used to meet water requirement in individual Units as well as for common use like horticulture, gardening, swimming pool etc. and cost of procurement, storage, distribution or any incidental charges shall be recovered from the Allottee(s). In such a case the Allottee will be required to contribute a fixed amount towards water charges
- 5.1.6 The Maintenance Agency represents that installation of Unit wise water meter to record water consumption is not feasible and therefore, it has been agreed by and between the Maintenance Agency and the Association that the Maintenance Agency shall charge a fixed amount towards Water Charges from the occupied as well as unoccupied unit irrespective of water consumption in the Unit/flat. The same will form part of the maintenance bill and will be in addition to the common area maintenance charges.
- 5.1.7 Association represents to the Maintenance Agency that while granting the approval for extraction of water the Gram Panchayat generally fixes an upper limit for extraction of water. The Association feels the need to educate the allottees regarding the same. Maintenance Agency has requested the Association to take steps for educating the same. The Maintenance Agency and Association agree that at no point it will be responsible if the extraction of water exceeds the upper limit fixed and any liability will have to be borne by the allottees collectively.

5.2 **TRANSPORTATION CHARGES**

- 5.2.1 The Maintenance Agency represents that for the purposes of meeting the local transportation needs of residents ,it plans to will engage the services of an outsourced vendor to operate and manage the facilities. If so the charges of the same will form part of the monthly maintenance charges.

5.2.2 Maintenance Agency represents that a Mid-segment premium Electric vehicles will be deployed in the project which will operate on a pay-by-use basis. The one time cost of procuring the vehicles is inclusive in the monthly maintenance charges and the residents/owners will have to bear the cost of fares for availing the facility. The revenue generated from this service will be shared on 80-20 basis: 80% will be credited to residents against their Reimbursement and 20% will go to Maintenance Agency for operating and managing the service. The Maintenance Agency will have the option to discontinue the said service if its usage does not justify continued operation. This could be based on low demand or operational challenges. It has been further agreed that the initial cost of purchasing the mid segment premium electric vehicle shall be borne by the Maintenance Agency. However, it is expressly agreed that, in the event the mid segment premium electric vehicle (s) require replacement or new vehicle(s) are to be purchased at any point in the future if the deployment of the vehicle is successful, the cost of such replacement or purchase shall be borne collectively by the apartment owners over and above the overall maintenance and operational expenses of the Whole Project.

5. PROCEDURE OF BILLING AND PAYMENT

- 6.1 The Association 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 Association 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. Association 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 Project/Completed Phases of the Whole Project shall be divided between all the members in proportion to the Super Area of their respective Units.
- 6.2 It has been agreed between the Parties that the Allottee shall be liable and obligated to make payment of Maintenance Charges with effect from the “Effective Date” and such charges would be payable irrespective of the fact whether or not the Unit is occupied or unoccupied.
- 6.3 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 start from May, under such conditions, 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.

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

6. TERMINATION

- 7.1 Maintenance Agency would maintain the Said Project/Whole Project and would plan a range of entertainment 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 3** hereinabove, the Maintenance Agency will continue with the management and maintenance of the Said Project/Whole Project till the time Agreement is terminated by the Association in the manner laid herein below This Agreement shall stand terminated upon expiry of a period of three months from the date of the following events:-
- (i) Upon a decision taken by the Allottees through a voting mechanism passed by a majority i.e 51% of the Allottees to terminate this Agreement (Association agrees and authorizes the Maintenance Agency with the right to survey / verify the consent of Allottees from every individual Allottee(s);
 - (ii) Upon the Maintenance Agency issuing a general circular informing the Association and the Allottee(s) about its decision to terminate this Agreement;
 - (iii) The Maintenance Agency is declared insolvent by a court of competent jurisdiction.
- 7.2 Upon the termination of the maintenance agreement, the Maintenance Agency shall hand over the maintenance of the Said Project/Whole Project to the Association within three months. It is agreed between the Association and the Maintenance Agency that upon termination, Maintenance Agency will reserve its right either to uninstall the infrastructure and equipment installed by the Maintenance Agency at its own cost in the dining space and kitchen. However, the Parties agree that before doing so the Maintenance Agency will provide the option to the Association to purchase the same in writing and if the Association rejects the offer the Maintenance Agency will have all the rights to uninstall the equipment and infrastructure and the Association will not raise any objection to the same.
- 7.3 Save as aforesaid this agreement shall continue and no individual Allottee(s) or the Association shall have any right to determine or terminate this agreement.
- 7.4 Notwithstanding anything contained in clause 7.1 herein-above, Maintenance Agency shall be entitled to terminate this Agreement even during the Lock-In Period in case

the total outstanding dues of the Maintenance Agency towards Association and/or all the Allottee(s) exceeds Rs 20,00,000/- (Rs. Twenty Lacs only) due to the Maintenance Agency from the Said Project.

- 7.5 Upon termination, the Maintenance Agency shall be relieved and discharged of all its obligations and duties relating to maintenance and services.
- 7.6 It is agreed by and between Parties, that upon termination of this Agreement the outstanding dues if any against the Allottee(s), advances. security deposit (if any) paid to government departments like electricity department, water department, fire department or any other department for smooth functioning of the Said Project/Whole Project shall be adjusted against the balance ARIFMF standing with the Maintenance Agency and the balance amount, if any, shall be refunded by the Maintenance Agency to the Association as agreed between the Parties at that time within 30 (thirty) days of such termination. In case the outstanding dues against some Units are not covered by the Maintenance Agency, the Maintenance Agency shall cover such deficit from the total deposit held against all the Units and after adjustment transfer the balance amount to the Association.

7. LIMITED LIABILITY

- 8.1 The Maintenance Agency shall not be responsible or liable in case of theft, pilferage or misplacement of materials or equipment kept in the Units, to be used or useable in the interior works of the Units. Further, the Maintenance Agency shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee(s) for doing the interiors in the Units or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee(s) themselves. The Allottee(s) shall indemnify and keep Maintenance Agency harmless against all such claims or liabilities.
- 8.2 Maintenance Agency shall to the best of its ability render and provide all necessary and or requisite maintenance and services as set out in Schedule I attached hereto directly and/or by outsourcing to various other agencies ("Agency") under separate agreements/ arrangements entered into with them. However, Maintenance Agency shall not be liable for any default in providing such maintenance and services by reason of any Force Majeure circumstances or any circumstances beyond its control.
- 8.3 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.
- 8.4 In course of rendering maintenance services Maintenance Agency does not guarantee or ensure full proof safety and security of the Said Project/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 / Said Project/Whole Projector any part or portion thereof.

- 8.5 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.
- 8.6 Association represents to the Maintenance Agency that the first time approvals like Consent to Operate/Fire NOC of the Said Project/ Completed Phases of the Whole Project will be taken by the Promoter and subsequently their renewals is the responsibility of the Association at its own cost. Association and Maintenance Agency agree that Maintenance Agency shall not be liable / responsible for renewal of statutory approvals for the Said Project/Whole Project. Compliances and/ or renewal of the approvals and/or NOCs shall be the responsibility of Association. The Association along with other allottees of the Whole Project/Said Project shall be liable and responsible for applying for and obtaining renewal of various approvals which are obtained/ required to be obtained for the Said Project/Whole Project and to ensure the compliance with applicable laws and the conditions under such approvals at all times. The Association along with Allottees will also be responsible for obtaining various NOCs including but not limited to Fire NOC, Consent to Operate, Lift License, CGWA NOC or Irrigation NOC, there renewals and/or other statutory renewals which are required to be obtained for the Said Project/Whole Project. The Association along with Allottees of the Said Project/Whole Project shall be entitled to approach the requisite authority for any such approvals/renewals and shall also ensure that they comply with the conditions of such approvals and NOC(s) at all times. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals or noncompliance of the conditions of approvals or NOC(s) shall not cast any liability on the Maintenance Agency.

8. GENERAL

- 9.1 Maintenance Agency shall not be obligated to take insurance of the units or the club or building and it shall be the responsibility of the Allottee(s) / the Association.
- 9.2 The Association acknowledges and appreciates the need for strict compliance of the rules & regulations or the guidelines from time to time for maintaining the beauty, sanctity and uniformity of the entire Said Project/Whole Project. The Association appreciates the need to maintain and preserve the ambience of the Said Project/Whole Project and authorizes Maintenance Agency to ensure that the Allottee(s)/ residents shall not do anything which will adversely affect the beauty, sanctity and uniformity of the Said Project/Whole Project.
- 9.3 The Association confirms and agrees that the Allottee shall be responsible to pay to the Association and/or Maintenance Agency towards security/deposit/ recurring infrastructure charges / cost of securing approvals, there renewals and ensuring compliances of the approvals to be paid to the government agencies towards electricity, water charges (including but not limited to extraction charges) and infrastructure charges or any other charges or deposit/security required to be paid with respect to the Said Project/Whole Project.

- 9.4** The Association authorizes Maintenance Agency to impose penalty on the Allottee(s)/ residents on violation of above points. The Association shall ensure that under no circumstances, the Allottee(s)/ residents shall confront with Maintenance Agency or any of its staff under the circumstances of violation of guidelines. Under the circumstances of violation, rules / guidelines framed by Maintenance Agency and / or the Association shall be applicable. Further, Maintenance Agency shall not be held liable or incur any liability for noncompliance by the Allottee(s) under any circumstances.
- 9.5** The Association as well authorizes the Maintenance Agency to cut off, withhold or in any manner curtail or reduce any essential supply or service enjoyed by a Unit owner/Allottees if the Allottee/Unit owner willfully violates or evidently threatens to violate the peace and harmony of the Said Project/Whole Project, undertakes illegal construction and violates sanctioned plans or fails to pay the common area charges for a period of more than three months.
- 9.6** The Association represents and accordingly authorize the Maintenance Agency that in future there is a requirement for installation of certain equipment or services within the Said Project or the Whole Project depending on the need of the Said Project /Whole Project or to ensure compliances with the ever changing laws, the Maintenance Agency will accordingly proceed to install such equipment or services and the cost of such installation or compliance will be borne by all the Allottees in proportion of the Super Area of the Unit.
- 9.7** The Association hereby authorize and allow the Maintenance Agency to commercially exploit certain common areas of the Said Project/Whole Project for generating revenue, including but not limited to, advertisements by putting hoardings/banners on parapet/boundary walls or lifts; mobile tower/booster on terrace; kiosk by companies; other advertisements in the Said Project/Whole Project; revenue from signage space; organizing events, etc. The revenue generated from the above activities shall be bifurcated in 20:80 ratio. 20% will be the service charges of the Maintenance Agency towards identifying vendors, organizing events and 80% of the amount will be utilized towards meeting the expenses incurred towards arranging such miscellaneous activities in the Said Project/Completed Phases of the Whole Project. After that , if any, residue amount is left, the same will be utilized towards Maintenance Charges (Fixed+ Reimbursements and Capital Charges).
- 9.8** The Association and Maintenance Agency agree that the dining services being provided in the Whole Project are for the benefit of the Allottees and are an additional facility which is being provided in the Whole Project. It is agreed between the Parties that the Maintenance Agency will solely be responsible for running the dining facilities and be entitled for all the revenue and expense being generated for running such services. The Maintenance Agency will be entitled for the revenue, if any, generated from such facility and the same will not be adjusted against the Maintenance Charges.
- 9.9** Association represents and understands that Maintenance Agency will require a lot of space in the Said Project/Whole Project to be utilized as office space of Maintenance Agency, for storing of equipment etc. Therefore, the Association authorizes Maintenance Agency to exclusively use the space identified as office, storeroom, staff

quarter, rest room for its employees and staff.

- 9.10** Maintenance Agency represented that it has a rental and resale division wherein it provides services to the Allottees to either resale or give their apartments on rent. Maintenance Agency has offered to provide such services to the Association and the Allottees. Association agrees and allows the Maintenance Agency to provide such services as well to the Allottees as per the term and conditions agreed with the Allottee on a chargeable basis. The employees of resale and rental division shall be able to operate out of the maintenance office without the requirement of any form of consent or consideration to the Association or the Allottees.

9. NOTICE

- 10.1 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 Said Project/Whole Project.

10. SUCCESSION

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

11. ASSIGNABILITY / TRANSFERABILITY

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

12. WAIVER

- 13.1 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.
- 13.2 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.

13. JURISDICTION

14.1 The courts having original jurisdiction in Chennai, Tamil Nadu shall have the jurisdiction in all matters relating to or arising out of this Agreement.

14. DISPUTES AND THEIR REDRESSAL

15.1 All differences between the Association and the Maintenance Agency will first be sorted out through mutual discussion and dialogue but in case any difference or dispute remain, the same shall be referred to the sole arbitrator appointed by mutual consent of the Parties who shall decide the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 2013 and as amended from time to time and his decisions shall be final and binding on both the Parties. The venue and seat of Arbitration shall be Pune and the cost of arbitration shall be equally borne by the Parties.

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

1. Ashiana Swarang Owners Association

2. Ashiana Maintenance Services LLP

Witnesses :

1.

2.

SCHEDULE I

SCOPE OF WORK

The scope of work to be undertaken by Maintenance Agency at Said Project/Whole Project would cover:

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 Said Project).
- 1.2 In-house cleaning unit wise i.e. sweeping, dusting and mopping on daily basis.
- 1.3 Deep Cleaning unit wise once in a month.
- 1.4 Daily domestic refuse collection and its disposal.
- 1.5 Cleaning of surface drains, sewage collection network etc. depending on requirement.
- 1.6 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 Said Project/Completed Phase of 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 street lights, lighting of passages, corridors and other common spaces.
- 4.3 4.3 Maintenance of generator(s) and its operation as and when necessary.

5. Civil Maintenance

- 5.1 Repair & Maintenance of boundary walls, drains, parking areas and all common facility areas.
- 5.2 Normal maintenance/pot hole repairs of roads, 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 Said Project/Whole Project. (Cost for such repair shall be charged proportionately)

6. Security

- 6.1 Round the clock security of the Said Project/ Completed Phase of Whole Project.

7. Running and Maintenance Cost-

- 7.1 Cost for running and maintaining the club house (Activity center) and any other common areas and facilities including the salary of administrative staff.
- 7.2 Proportionate cost of insurance of Club and all common areas and assets.

8. Compliance Cost-

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

8.2 License Cost-

Proportionate cost of amount incurred towards securing various licenses like Liquor license, food license etc

9. Swarang Administration

- 9.1 General Administration
- 9.2 Accounts
- 9.3 Purchase and stores
- 9.4 Reception & Information desk
- 9.5 Transportation facility within the project and scheduled transportation for local shopping.

NOTE :

1. Water would be supplied through Gram Panchayat within the Whole Project and will be billed directly to the Allottee.
2. Power would be supplied by state electricity board in the Units and billed directly to the Allottee.
3. Cost of maintenance dues does not include repairs/maintenance within the unit.

10. Capital Repairs/ Replacement-

The capital repairs would cover :

1. Replacement and repair of water 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 Completion Certificate of Phase-II.
8. Any other misc. repair / replacement of capital nature.

11. 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 through the Sewage Plant being managed and maintained by MWDCL. The untreated sewage of the Said Project/Completed Phases of the Whole Project will be disposed into the trunk sewage line at Mahindra World City which will be provided at the entrance of the Whole Project. and the treated water shall be used for watering of lawns, plantation etc. to the extent possible.
2. Cost of maintenance dues does not include repairs/maintenance within the Unit and individual power bills.
3. The capital expenditure incurred/to be incurred in respect of the buildings, plant, machinery etc. (e.g. sewage and storm water drainage network within the Whole Project, generators, electrical distribution system, boom barrier, Road resurfacing, Water network, Fire Fighting, Re - Painting, Solar System, furniture & fixture, replacement of Cars flooring of lift, Switches of lift, switches of Fans of lift, Door, Sensors of lift, Gym equipment, Swimming pool equipment, Water body ,Computer etc.) serving the Said Project/Whole Project shall be shared among all occupants of the Said Project/Completed Phases of the Whole Project in proportion to their Super Area.
4. The expenditure incurred by MWCDL in respect to any machinery/STP etc with respect to Operation and Maintenance Services will be borne by the Allottee in addition to the Maintenance Charges.

SCHEDULE- II

LIST OF SERVICES ON PAY-BY-USE BASIS

Ashiana Maintenance Services on its own or through other service providers may provide / organize the following services on **Pay-by-use basis subject to financial feasibility:**

1. Ambulance service and medical assistance / services.
2. Dining facilities including home delivery.
3. Home delivery of daily shopping needs.

4. Providing of household help / driver on full time / part time basis subject to feasibility and availability.
5. Services from Care Home including Physio, OPD Services.
6. Mid-segment premium electric vehicles

NOTE : Above services shall be provided only if there is sufficient demand for the same from the residents and meets the financial feasibility. Further some services shall start on phase wise basis.

SCHEDULE -III

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 Charge for a month	Tentative Maintenance Charge for one Quarter	Upfront Maintenance Charges for 12 months
1	3BHK	1452	11,395.00	28,46.00	10,89.00	915.00	16,245.00	48,735.00	1,94,940.00
2	2BHK	1227	96,29.00	24,05.00	920.00	773.00	13,728.00	41,183.00	1,64,732.00
3	2BHK Pent House	1311	10,289.00	25,70.00	983.00	826.00	14,667.00	44,002.00	1,76,010.00
5	1BHK	912	71,57.00	17,88.00	684.00	575.00	10,203.-00	30,610.00	1,22,442.00

Note-

- I. Above Charges will be applied for the unit from Effective Date.
- II. For Allottee(s) who buy the Unit after the Completion Certificate of respective Phase Maintenance charges shall be applicable from the date of handover of the Unit or from the expiry of 30 days from the issue of Letter of Offer for Possession of the said Unit whichever is earlier.
- III. 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.
- IV. 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.
- V. GST is to be paid over and above the charges mentioned above.

Annexure-1

A.

Sr.No.	Type of Unit	Super Area (Sqft)	RIFMF@125
1	3BHK	1452	2,17,800.00
2	2BHK	1227	1,84,050.00
3	2BHK Pent House	1311	1,96,650.00
4	1BHK	912	1,36,800.00