

## **DRAFT MAINTENANCE AGREEMENT**

**THIS MAINTENANCE AGREEMENT (“Agreement”)** is executed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

### **B E T W E E N**

**ASHIANA NIRMAY OWNER’S SOCIETY**, an Owner’s Society registered under the Rajasthan Societies Registration Act, 1958, having its Office at Ashiana Nirmay, Village Thada, Tehsil Tizara, District- Alwar, Bhiwadi, Rajasthan through its Authorized Signatory (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 members of the Society and their respective successor(s)/legal heir(s), nominee(s), permitted assign(s), administrator(s) and executor(s)] of the **FIRST PART**.

### **AND**

**ASHIANA MAINTENANCE SERVICES LLP**, a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 11G, Everest, 46/C, Chowringhee Road, Kolkata -700071, and Local Office at 4<sup>th</sup> Floor, Ashiana Village Centre, Vasundhara Nagar, Bhiwadi, Distt. Alwar, Rajasthan, Pin – 301019, through its Authorised Signatory 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. Society is an Society of owners of flats/units/spaces in the residential project known as “Ashiana Nirmay”, situated at Village Thada, Tehsil Tizara, District- Alwar, Bhiwadi , Rajasthan (hereinafter referred to as “the Project”) duly registered as Society under the provisions of Rajasthan Societies Registration Act, 1958.
- B. Society has further represented that it is a representative body of Owner’s Society of the residential project “Ashiana Nirmay”, a group housing senior living project developed / being developed on a piece of land measuring 34364 sq mtr. in various phases by Ashiana Housing Ltd., a Company having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata -700071. Ashiana Nirmay is a theme based residential project being developed/ developed by Ashiana Housing Ltd. keeping in mind the needs and requirements of seniors of the society. Unlike a normal Group Housing project, Ashiana Nirmay, senior Living has distinct characteristics and therefore needs specialized agency for maintaining and managing the project which has requisite experience and expertise to maintain and manage such kind of project.
- C. 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.
- D. Maintenance Agency is one such kind of facility management organization which has become synonyms in managing and maintaining such kind of projects. Further, Maintenance Agency has in its credit of managing and maintaining senior living projects in Bhiwadi, Jaipur 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 centre, wellness services, dining facility, emergency first aid care, care homes, sports facilities, STP, power back up system, reticulated pipe gas network, CCTV surveillance 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.

- E. It is further represented by the Society that knowing above facts about the Maintenance Agency, it is the general desire of the Owners of various apartments to get maintenance services within the project from the Maintenance Agency. Moreover, Owners of various apartments bought their units in Ashiana Nirmay due to reason that it would be maintained by the Maintenance Agency.
- F. Society has represented to the Maintenance Agency that the Project is being developed in phases and Ashiana Housing shall be responsible for the maintenance of the phase /project up to three months from the date of Completion Certificate of the phase / project excluding the month in which Completion 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**).
- G. Therefore, the Society is, being desirous of availing expertise, experience and qualitative services of Maintenance Agency, appointing / assigning the Maintenance Agency for providing the maintenance and management services in respect of common areas and common facilities and various services of the 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) **“Facilities”** shall mean and include the facilities to be provided by the Maintenance Agency in accordance with this Agreement and more particularly detailed in Schedule-I attached hereto.
- b) **“Unit”** shall mean Flat/Apartment in the 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.
- c) **“Member”** shall mean an Apartment Owner, who is a member of the Society in accordance with the Bye-Laws and whose membership is subsisting and is not terminated in accordance with the Bye- Laws.
- 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) **“Whole Project”** shall mean the residential project comprising of flats, parking facility, activity centre, other amenities and facilities etc. constructed / to be constructed in different phases upon the land admeasuring 34364 sqm. and named as **“Ashiana Nirmay”**.
- f) Words importing singular number include plural number and vice-versa.
- g) Words importing masculine gender include feminine gender and vice-versa.
- h) 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 Project and the Maintenance Agency hereby agrees to manage, administer and maintain the Project and provide the Facilities & Services in respect of the Project.
- 2.2. Maintenance Agency shall commence maintenance services in the Phase / Project with effect from the **“Effective Date”**.

## **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 operation of various common facilities and provide various services in the said Project more fully stated and described in the schedule being **Schedule I** attached hereto.
- 3.2. Any services outside the scope of services as set out in the **Schedule I** hereto shall be undertaken by the Maintenance Agency on written consent of the Society subject to its own discretion, capability and feasibility of the services on additional cost.

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

- 4.1. The term of this Agreement shall come into force after expiry of 3 months from the month in which Completion Certificate is received (hereinafter referred to as the **Effective Date**). Maintenance Agency shall remain the sole maintenance agency of the Phase / Project until this agreement is terminated strictly as per the terms of clause No. 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).
- 4.2. Society hereby nominates/assigns the Maintenance Agency to take handover from the Promoter on the effective date of the complete list of all the Unit Owners of the 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 together with the Unit wise carpet area, balcony area, built up area and super area of the whole Project, management deposit details against each unit from the Promoter at the time of handing over of the maintenance to the Society.
- 4.3. Society authorizes the Maintenance Agency to take the complete list of all equipment’s, warranty cards etc under a valid acknowledgement which shall be deemed to be in possession of the Maintenance Agency.

## **5. TRANSFER OF REDUCIBLE INTEREST FREE MANAGEMENT DEPOSIT COLLECTED BY THE PROMOTER FROM EACH UNIT HOLDER**

- 5.1. Society hereby authorizes and empowers the Maintenance Agency to collect and hold Reducible Interest Free Management Deposit from the allottees of the project which shall be valid for a period of 15 years (fifteen years). After expiry of fifteen years the Allottees shall pay fresh management deposit to the Maintenance Agency as determined by the Maintenance Agency at the relevant time. It is agreed between the parties that if any member sells/transfer his Unit before the expiry of 15 years then, the Society authorizes the Maintenance Agency to refund the balance deposit to the outgoing member and shall collect fresh Management Deposit from the new member 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 Reducible Interest Free Management Deposit from the new member. However, in case of transfer by inheritance no fresh Deposit would be necessary. The Maintenance Agency shall also obtain a detail list of deposit held against each Unit.
- 5.2 In case a member sells/transfers his Unit, the Society shall obtain a No Objection Certificate from the Maintenance Agency with respect to the deposit and any kind of dues towards the Unit.

## **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 and providing the services as set out in **Schedule I** hereto, Maintenance Agency shall be entitled to the maintenance charges together with the cost of material calculated on Super Area of the Unit. These charges shall be calculated taking into account the following-

### **A) Fixed Charges-**

- i) 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 Schedule -I. Such cost would be calculated by taking into account monthly expenditure on the following for each of the services:
- a) Man power cost (salary, perquisites etc.) material cost, annual maintenance contract(s) charges, Charges towards outsourced services, hire charges for equipment, routine repairs, office expenses, IT expenses, expenses on organizing activities, expenses on gym trainer and Social Worker, charges of Wellness Manager, statutory fees, levies, contingent expenses, welfare expenses, up gradation charges, transport charges etc.
  - b) Proportionate cost of insurance of club, activity centre, temple and all common areas and assets.
  - c) Service charges as determined by Ashiana Maintenance Services from time to time on the above cost. Initially, the service charges shall be at 5% on the cost of maintenance as mentioned in Clause 6.1(a & b)).

### **B) Variable Charges-**

- i) Proportionate monthly costs of electricity and/or power for lighting common areas including street lights, operation of water pumps, STP, lifts, community hall and other common facilities in the proportion in which the super area of the Unit bears to the total super area of the Project. Above electricity and/ or power costs shall 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.
- ii) Proportionate costs of diesel, lubricating oil and other consumables for operation of generator on connected generator wattage basis per month. This amount 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) Proportionate costs of water for use in drinking, horticulture, sanitation and other common use. This amount 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;

**C) Additional Services and Taxes-**

- (i) Proportionate costs of any other services plus service charges that may be extended or provided from time to time by the Maintenance Agency and not stated in **Schedule I**.
- (ii) GST and/or any other taxes as applicable from time to time on the billed amount and arrears (if any) demanded in this regard at any time.
- (iii) In the event any additional/ specific services are exclusively required by the Member/ resident (over and above the general maintenance services provided to the said Project), the said services may be provided by the Maintenance Agency, in its sole discretion on written consent of the Society, subject to capability and feasibility of the services. 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 alongwith such other deposits as may be charged by the Maintenance Agency. Such specific/ additional services shall be solely to the account of the Member/ resident or if a number of Members/ 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.

**D) Monthly Capital Charges-**

- (i) A monthly sum, based on the super area of the Unit, and as determined by the Maintenance Agency shall be payable towards costs of capital repairs/replacement in terms of **Paragraph B of Schedule I** attached hereto. If at any point of time, expenses incurred on account of capital repair / replacement / additions / outside paintings etc. by the Maintenance Agency is in excess of amount collected on account of capital expenses, Society agrees that the excess cost shall be borne by the Members proportionately. Further it is agreed between the parties that the Maintenance Agency may revisit the basis of calculation of capital charges after every 6 (six) years.

6.2 It has also been agreed by and between an Society 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.

6.3. 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 monthly bill in advance for the agreed services to the individual Members. Further it is agreed between the parties that the maintenance charges for the Project shall be divided between all the members in proportion to the Super Area of their respective Units.

6.4. It is agreed that expenses of common services shall be shared in proportion to the total super area of the project.

6.5. In case of hike in labour rates/ wages and / or unreasonable hike in cost of maintenance, the Maintenance Agency may calculate and revise the charges any time during the year.

6.6. It has been agreed by and between the Parties that indicative monthly maintenance charges for the current financial year shall be payable as per **Schedule III**. The Maintenance Agency has represented to the Society that the prices depicted in **Schedule III** are indicative and both the parties agree that the Maintenance Agency shall be at a liberty to revisit the indicative prices on the effective date keeping in mind the inflation rates prevailing at that time and the Member shall have to pay to the Maintenance Agency or its assignee accordingly. It has been further agreed by and between the Parties that monthly maintenance charges will be determined and fixed by the Maintenance Agency on the basis of current prices of the commodities, services, minimum wages etc. at the beginning of the financial / calendar year. The Society specifically agrees that Ashiana Maintenance Services shall be at liberty to increase the said maintenance rate from time to time taking into account the

escalation and/or variation in rates and/or prices of commodities, services, wages etc.,. The Maintenance Agency shall intimate and discuss the Society of such changes however such assessment by the Maintenance Agency shall be conclusive, final and binding on the Member.

- 6.7 Amount received for the capital repair/replacement under clause 6.1 (D) of this Agreement shall be utilized for capital repair/replacement arising out of normal wear and tear of the capital equipments. It has been agreed by the Society 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 6.1 (D) of this Agreement and shall be solely borne by the all the Society/ 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 Owners shall collectively be responsible for such kind of repair/replacement of capital equipments.
- 6.8 The Society has represented to the Maintenance Agency that as the Project is a senior living project the Promoter has designed a dining hall within the Project keeping in mind the needs of the members of the Project. Maintenance Agency shall undertake the operation and management of the dining hall. In order to minimize and reduce the risk of operational cost, Maintenance Agency proposed to charge Rs. 500/- per month per member against which members will be provided food coupon of similar value plus 20% extra to be redeemed within 3 months. The amount of food coupon will be incorporated in the monthly maintenance bills.

## **7.0 RAISING OF BILLS AND PAYMENTS**

- 7.1. The Society authorizes / empowers the Maintenance Agency to raise a consolidated monthly bill to each Member in advance for the maintenance and other charges provided in Clause 6.3 provided by it by 10th day of each calendar month and Members shall be liable and obliged to make payment thereof within 15 days from the date of raising the bill.
- 7.2. It has been agreed between the parties that the Member shall be liable and obliged to make payment of monthly maintenance and other charges with effect from the "Effective Date" and such charges would be payable irrespective of the fact whether or not the Unit was occupied or remained vacant.
- 7.3. It has been agreed by and between the parties that if any Member does not make the payment of maintenance charges for any month, the Maintenance Agency shall be entitled for interest calculated at the rate of 2% per month thereon compounded monthly or annually or as determined by the Maintenance agency from time to time provided however, if the default continues beyond two months, the Maintenance Agency without prejudice to its right to claim interest shall be at liberty to discontinue or disconnect the common services including supply of water and power back-up to the Unit of the defaulting owner without giving any further notice. In doing so, the Maintenance Agency shall inform the Society of its intention of proceeding against the defaulting Member. It is made clear that the defaulting Member would continue to be liable for payment of maintenance and other charges even for the period for which such services or any part thereof may remain discontinued or disconnected.
- 7.4. In case 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.
- 7.5. The Owner 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 and other charges but the Maintenance Agency shall recognize only the Owner as the person liable or responsible for payment of maintenance and all other charges.
- 7.6. Any correspondence with regard to maintenance and service by the Maintenance Agency and

charges thereof shall be entered into only by the Owner. Maintenance Agency shall entertain correspondence with regard to maintenance of service and charges thereof only from the Owner and shall not entertain or deal with any tenant in this regard.

## **8. TERMINATION**

- 8.1. Maintenance Agency represents to the Owners Society that it maintains the property and plans a range of entertainment and learning activities. Maintenance Agency strives to provide qualitative and cost-effective maintenance of the Project, however if the members think otherwise or do not find the services satisfactory then Maintenance Agency agrees to surrender the maintenance of the Project. Therefore, it is agreed between the parties that after the expiry of Lock-In-Period as mentioned under clause 4 hereinabove, this Agreement shall stand terminated upon expiry of a period of three months from the date of the following events:-
- (i) Upon the Maintenance Agency receiving a written referendum signed by not less than 51% of the total number of members in the Whole Project (Maintenance Agency reserves the right to survey / verify the consent of Members from every individual Member); or
- (ii) Upon the Maintenance Agency issuing a general circular informing the Society and the Members of Units about its decision to terminate this agreement.
- 8.2. Upon the termination of the maintenance agreement, the Maintenance Agency shall hand over the maintenance of the Project to the Society within three months.
- 8.3. Save as aforesaid this agreement shall continue and no individual Member or the Society shall have any right to determine or terminate this agreement.
- 8.4. Upon termination, the Maintenance Agency shall be relieved and discharged of all its obligations and duties relating to maintenance and services.
- 8.5. It is agreed by and between parties, that upon termination of this Agreement the outstanding dues, if any against the Member/s shall be adjusted against the reducible interest free 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.

## **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 maintenance 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.
- 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 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 / 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 Member, his family members, 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. It is agreed between the parties that the Capital Charges obtained / to be obtained for the capital repair/replacement in terms of Article 6.3(d) of this agreement shall be utilized for capital repair/replacement arising out of normal wear and tear of the capital equipments. It has been agreed between the parties that any capital repair / replacements arising / caused due to any reason except normal wear and tear shall not be met by the amount collected under Article 6.3(c) of this agreement and shall be solely borne by all the members collectively. Under no circumstances, Maintenance Agency shall be liable for capital repair/replacement caused due to but not limited to force majeure reasons and /or negligence of any person and members shall collectively be responsible for such kind of repair/replacement of capital equipments.
- 9.7. Maintenance Agency shall not be liable / responsible for renewal of statutory approvals taken by the Promoter for the Project/ Society. Compliances and/ or renewal of the approvals and/or NOCs shall be the responsibility of Society.

## **10. GENERAL**

- 10.1. The Society shall be solely responsible for any disputes or differences amongst its Members and the Maintenance Agency shall communicate with the Members of Management Committee of the Society, which shall function in accordance with bye-laws of Society. Further, the Maintenance Agency shall not be answerable to individual Members in the Project.
- 10.2. Maintenance Agency shall not be obliged to take insurance of the Units and it shall be the responsibility of the Member / the Society.
- 10.3. The Society acknowledges and appreciates the need for strict compliance of the rules & regulations or the guidelines from time to time for maintaining the beauty, sanctity and uniformity of the entire Project. The Society appreciates the need to maintain and preserve the ambience of the Project and authorizes Maintenance Agency to ensure that the Members/ residents shall not do anything which will adversely affect the beauty, sanctity and uniformity of the Project.
- 10.4. The Society authorizes Maintenance Agency to impose penalty on the Members/ residents on violation of above points. The Society shall ensure that under no circumstances, the Members/ residents shall confront with Maintenance Agency or any of its staff under the circumstances of violation of guidelines. Under the circumstances of violation, rules / guidelines framed by Maintenance Agency and / or the Society shall be applicable. Further, Maintenance Agency shall not be held liable or incur any liability for non compliance by the Members under any circumstances.
- 10.5. Society has represented that the Promoter of the Project has obtained all requisite approvals/ permissions/ sanctions and all such approvals/ permission/ sanction are in force and valid. The renewal of any such approvals/sanctions and/or other statutory renewals which are required to be obtained for the Whole Project in future by the Society. The Association may approach the Maintenance Agency to approach the requisite authority for any such approvals/renewals. The Maintenance Agency has represented that the failure to get statutory approvals renewed within



the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Maintenance Agency and / or its assigns.

- 10.6 Society hereby authorize the Maintenance Agency to commercially exploit certain common areas of the 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 Project, from signage space, organizing events, etc. which shall be utilized by the Maintenance Agency towards the maintenance of the Project and Maintenance Agency shall keep 20 % of revenue generated from the same as it charges for identifying vendors/organizing the events, etc. The revenue so generated from common areas of the Project, less Maintenance Agency's consideration from the same in accordance with this clause shall be adjusted in determining estimated Cost of Maintenance as per clause 6.3 (c).
- 10.7 Society represents and understand that Maintenance Agency will require a lot of space in the Project to be utilized as office space of Maintenance Agency, for storing of equipments etc. Therefore, Society authorizes Maintenance Agency to exclusively use the space identified as office, store room, staff quarter, rest room for its employees and staff. \
- 10.8 The Maintenance Agency has represented to the Society that before the formation of the Society, the Maintenance Agency was entering into individual agreements with the unit holders. It is agreed between the parties that in case of dispute or conflict between the individual agreement and the agreement entered into with the Society, the Agreement shall prevail.

#### **11. NOTICE**

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

#### **12. SUCCESSION**

- 12.1 In the event of dissolution of Society and/or formation/constitution of any other body/entity by the Members in the 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 so as 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 Bhiwadi Rajasthan 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 the sole arbitrator appointed by mutual consent of the Parties who shall decide the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time and his decisions shall be final and binding on both the parties. The place of Arbitration shall be Jaipur 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 Nirmay Owners Society**

\_\_\_\_\_

**2. Ashiana Maintenance Services LLP**

\_\_\_\_\_

**Witnesses :**

1.

2.

## **SCHEDULE I**

### **ASHIANA NIRMAY, BHIWADI SCHEDULE OF WORK ABOVE REFERRED TO**

**A.** The scope of work to be undertaken by Ashiana Maintenance Services at **Ashiana Nirmay**, Bhiwadi shall cover:

#### **MAINTENANCE AND SERVICES (FOR COMMON AREAS AND COMMON SERVICES)**

##### **1. Sanitation**

- 1.1 Daily sweeping of common areas (all such spaces used and enjoyed by the Property Buyers in common with other property Buyers in the complex).
- 1.2 Daily domestic refuse collection from the flats.
- 1.3 Cleaning of surface drains, sewage collection network etc. within the Building Area depending on requirement.

##### **2. Horticulture**

- 2.1 Regular maintenance and upkeep of lawns, gardens, plantation, greenery, trees and flowers etc. in the common areas within the complex.

##### **3. Power Supply pertaining to common areas and apartment blocks and common facilities**

- 3.1 Maintenance of power distribution network including, switch gears, cables etc.
- 3.2 Operation and maintenance of lighting of passages, corridors and other common spaces.
- 3.3 Maintenance of generator(s), if any, and its operation as and when necessary.

##### **4. Civil Maintenance**

- 4.1 Repair & Maintenance of parking areas and all common facility;

##### **5. Other Services / Facilities**

- 5.1 Bill pay service - Telephone & Electricity
- 5.2 Operation and maintenance of central facilities like pool, gym, Activity Center, AMC of capital equipments etc.
- 5.3 Temple Services- Pujaris and Vidhyarthi for the pooja at the temple.
- 5.4 Organizing of social, cultural, health and sporting activities.
- 5.5 Maintenance and Operation of piped music system.
- 5.6 Operation and management of CCTV
- 5.7 Publication of House Magazine
- 5.8 Services of electrician, plumber, helper, carpenter and mason to the occupants of the flats subject to availability for attending to minor jobs, within their properties. Material necessary for rectification of these minor repairs defects would have to be provided by the occupant.
- 5.9 Operation and maintenance of lifts.
- 5.10 Wellness Expert and GYM Instructor.

##### **6.0 Security**

- 6.1 24 hour security and concierge for each tower.
- 6.2 CCTV coverage of appropriate areas.

##### **7.0 Nirmay Administration**

- 7.1 General Administration
- 7.2 Accounts
- 7.3 Purchase and stores
- 7.4 Reception & Information desk
- 7.5 Transportation facility within the project and scheduled transportation for local shopping.

**NOTE :**

- 1. Water would be supplied through tube wells. within the Complex and billed directly to the Buyer.
- 2. Power would be supplied by Jaipur Vidyut Nigam. or state electricity board in the Units and billed directly to the Buyer.
- 3. Cost of maintenance dues does not include repairs/maintenance within the unit.

**B. CAPITAL REPAIRS/ REPLACEMENTS/ ADDITIONS & OUTSIDE RE-PAINTING ETC.**

The capital repairs would cover:

- 1. External repair & re-painting of the residential units as and when needed (1<sup>st</sup> repair shall be carried within 5 years from the date of Completion Certificate of Last Phase and thereafter the external repair & re-painting shall be done after every seven years).
- 2. Replacement and repair of water distribution systems etc.
- 3. Major repairs of pathways, fountains etc.
- 4. Repair and re-painting of common facilities buildings (both internal & external)
- 5. Major repairs / replacements of Generators, if any, Transformers, electrical switch gears, electrical cables, lighting fixtures etc.
- 6. Replacements / major repairs of sewage network.
- 7. Replacement / major repairs of communication equipments, computers, transportation equipments, gardens equipments etc. and relaying of lawns.
- 8. Replacement and addition of furniture & fixture items
- 9. Any other misc. repair / replacement of capital nature.

**Schedule- II**  
**LIST OF SERVICES ON PAY-BY-USE BASIS**

Ashiana Maintenance Services on its own or through other service providers may provide / organise 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 house hold help / driver on full time / part time basis subject to feasibility and availability.
5. Care Home Services including Physio, OPD Services.

**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. Monthly Maintenance Charges

Type of Unit	Variable Maintenance Charges	Fixed Maintenance Charges	Capital Charges	Total Monthly Maintenance Charges
3 BHK + Study				
3 BHK				
2 BHK				

Note-

- i) The charges reflected above are indicative and may vary on the Effective Date keeping in mind the inflation rates prevailing at that time
- ii) Taxes including GST shall be applicable over and above the monthly maintenance charges