

MAINTENANCE AND SERVICES AGREEMENT

THIS AGREEMENT is made at _____ on this _____ day of _____.

BETWEEN

1. **M/s** _____ **Pvt. Ltd.**, a company registered under the Companies Act, having its registered office at K-1, Green Park Main, New Delhi – 110016 and Corporate Office at 10th Floor, Tower-D, Global Business Park, M.G. Road, Gurgaon, through its Authorised Signatory Mr. _____ duly authorized by the Board of Directors vide Board Resolution dated _____ (hereinafter referred to as the “**Service Provider/MCo**”), which expression shall, unless repugnant to the subject or context, mean and include its successors-in-interest, assigns, nominees and all those claiming through it.

AND

2. _____
_____ hereinafter singly/jointly, as the case may be, referred to as the ‘**Owner**’, which expression unless repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal heirs, executors, administrators, legal representatives, successors, permitted assigns and all those claiming through him/her/them.

OR

M/s _____, a Company/Partnership firm/Proprietorship firm/HUF registered under the relevant Indian laws having its office at _____ through its duly authorized representative _____ hereinafter referred to as the ‘**Owner**’, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, assigns, nominees, lessees, attorneys and all those claiming through it.

WHEREAS

- a) M/s. Conscient Infrastructure Pvt. Ltd. had developed and constructed a residential Complex under the name and style of "Heritage One" on the land area admeasuring 6.39 acres, situated at Sector 62, Village Ulhawas, Tehsil Sohna, District Gurgaon, Haryana, hereinafter referred to as the "Said Complex".
- b) The Owner has purchased a residential Apartment No. _____ on _____ floor in Tower- having an approximate super area of _____ sq. feet

(hereinafter referred to as the said Unit) along with a Car Parking in the said Complex from M/s. Conscient Infrastructure Pvt. Ltd. vide Buyer's Agreement dated _____ executed between M/s. Conscient Infrastructure Pvt. Ltd. and the Owner.

- c) The Owner has approached the Service Provider with a request to provide maintenance services and on the assurances that the Owner shall abide by the terms and shall promptly pay the Charges to the Service Provider or its nominated agency through prepaid meters, the parties have now decided to execute this Agreement on the terms and conditions recorded hereunder.
- d) On the Owner undertaking to abide by the terms and conditions of this maintenance agreement and subject to the other terms and conditions of this maintenance agreement, the responsibility of maintenance of the said Complex now vests with Service Provider who shall provide maintenance services in respect of common areas and facilities of the said Complex, through prepaid meters to the Owner and to collect payments thereof and to do all such acts, deeds and things as may be necessary with regard thereto.
- e) The Owner shall pay an Interest Free Maintenance Security, @ Rs. ____ per sq. ft. of the super area amounting to Rs. _____/- (Rupees _____ only) ("Interest Free Security Deposit", hereinafter referred as IFMS) to the Service Provider before or at the time of execution of this Agreement. Additional amount as demanded towards additional security deposit has to be deposited in the same proportion on increase in the Maintenance Charges after every three years on renewal of this agreement

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

1. DURATION OF MAINTENANCE AGREEMENT

That Service Provider shall provide maintenance services as per the scope of maintenance services as set out in Clause (2) hereinafter w.e.f. for a period of Three (03) years unless determined earlier as provided in this agreement. It is agreed between the Parties that this Maintenance agreement shall initially be for a period of 3 (Three) years and to be renewed automatically for further 2 terms of three years each on the same terms and conditions.

Thereafter, upon the Residents Welfare Association (RWA) taking over maintenance and operation of services, facilities and other utilities in the said Complex, the Owner shall be responsible for payment of Maintenance Charges to the Association / Society at such rates as may be determined by the latter from time to time.

The Owner in its individual capacity shall not be entitled to terminate the present Agreement by himself but shall be entitled to do so in case at least 3/4th of the total Owners of the Units decide vide a duly signed resolution to do so by a written notice of 3(three) months. The Service Provider shall also be entitled to terminate the present Agreement by giving 3 months advance notice in writing or 3 months charges in lieu thereof without assigning any reason thereof.

2. SCOPE OF MAINTENANCE SERVICES

That subject to the provisions of this Agreement, and in consideration of the payment of the maintenance charges reserved and payable, as per this agreement, and the interest free maintenance security and other deposit agreed to be made by the Owner in this Agreement, the Owner shall be entitled to avail the Common Facilities and Services to be provided by the Service Provider. "Maintenance Services" shall mean and include the following services:

- 2.1 Operations and maintenance of all equipments including sub-station(s) and/or transformers connected with the supply of electricity to all occupants of the said Complex via Individual Meters under bulk electric supply scheme, subject to receipt of necessary permissions and completion of all formalities and deposit of all securities by the Owner. The operation and maintenance of bulk supply and distribution of electricity may be further entrusted by Service Provider to any other company, nominee, agency as Service Provider deems fit.
- 2.2 Common Areas Maintenance Services: Cleaning and lighting of passages, staircases and other common usage areas of the said Complex and cleaning of its interior and exterior common areas.
- 2.3 Operation and Maintenance of services located in the said Complex, including its basements/ stilts, electric sub-station(s) and equipment, pump(s) security and fire protection systems & hydrants, transformer(s), DG set(s) for power back-up, water tank(s), water softening plants, Sewage Treatment Plant, Motors, Lifts, Garbage Composting Plant etc.
- 2.4 Open area Maintenance Services: These relate to operation and maintenance of open spaces within the boundary wall of 'Heritage One' such as maintenance of compound wall, landscaping, electrification of the said portion of land, water supply, sewerage, roads, parks, paths & other services etc.
- 2.5 Security services for the common areas of the said Complex.
- 2.6 Insurance of the structure of the said Complex (however, the Owner will be solely responsible for insuring the contents within the said Unit at his own cost, risk and responsibility).
- 2.7 General Housekeeping of the common areas in the said Complex including cleaning & lighting of passages, staircases and other common usage areas and cleaning of the said Complex.
- 2.8 Charges towards annual maintenance contracts entered into with Third Parties for the operation and maintenance of all electro mechanical equipments and any other equipment installed for rendering maintenance services including plants/equipment etc.
- 2.9 It is clarified by Service Provider and understood by the Owner that:
 - i) The entire overheads including salaries and wages etc. will form a part of the above services wherever directly allocable with general overheads and administrative costs being additionally included and charged.

- ii) The cost of any services included in overheads will proportionately be included in the above computation to the extent required and necessary for the performance of the maintenance services.
- iii) The Owner will pay in advance to the Service Provider, without demur or delay, its proportionate share in any unforeseen charges or outgoings or capital cost of replacement/ installation of any equipment/ machinery/ apparatus becoming unusable. The demand so raised by Service Provider will be reasonable and final, conclusive and binding on the Owner.

Exclusivity :

The Owner agree and confirm that the total maintenance services shall be offered as a bouquet of services, on an exclusive basis and the Owner shall have no option to choose any one or several out of total maintenance services to be provided by the Service Provider under this agreement.

The Owner further agrees and confirms that the total maintenance services shall not include the services as mentioned herein below:

- i. Defects in individual sub-meter systems, installed in the said Unit.
- ii. Internal Maintenance / security of the said Unit.
- iii. Any repairs in any portion of the said Unit.
- iv. Installation / subscription of cable TV, Telephone & Internet Connection, etc.
- v. Replacements of items of capital nature, fixed assets like pumps, lifts, motors, tanks, Pumps, DG sets, transformers, substation equipment, Garbage Composting Plant, electric cables, light fittings etc.
- vi. Cost of supply of electricity and water to the said Unit.
- vii. Seepage defects inside the units either due to faults in the affected unit or in the other unit(s).
- viii. Painting of units.
- ix. Insurance of units and its contents i.e. insurance of interiors and fit outs of the individual unit or any articles kept or stored therein will be the sole responsibility of the Owner.
- x. Run errands for payment of telephone bills of the owner(s).
- xi. Replacement of broken windowpanes.
- xii. Electricity, plumbing or other mechanical faults inside the units.
- xiii. Running Cost of common generator shall be borne and paid by the Individual Allottee separately on monthly basis, as per consumption based on individual prepaid meter.

- xiv. Any Municipal/local taxes levied.
- xv. Any other services generally pertaining to the insides of the said units or as may be specified by the Service Provider and/or any other services not specifically defined in the present Agreement in respect of the Said Complex.

3. DEFINITION AND COMPUTATION OF MAINTENANCE CHARGES

The maintenance charges will be defined and computed in the manner provided herein below:

3.1 The maintenance charges will be computed by taking into account the entire cost incurred by Service Provider for rendering maintenance services including the cost of electrical energy paid by Service Provider to Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN) for common facilities only viz. Lighting of common areas and operation of common utility machinery and the cost of operating and maintaining standby DG Set(s) (including fuel, inputs and overheads etc.) and deducting there from actual receipts from billing of electrical energy to all the occupants of the said Complex on account of electrical energy consumed inside their respective units including the said Unit. The resultant net expenditure shall be treated as a component of maintenance charges and shared to individual occupants in proportion to the super area of their respective Units.

3.2 Since pre-paid electricity/ energy meters have been installed in the Said Unit, the Owner has to recharge its pre-paid meters as per its requirements. The electricity supply shall be automatically disconnected upon exhaust of the amount from the prepaid meter. The charges for power back up to the Said Unit recovered in advance by means of recharge coupons in case of prepaid energy meters. At present the electricity/ energy charges are Rs. _____ * per unit for electricity through DHBVN and Rs. _____ * per unit for electricity through DG sets, and the said rate is subject to enhancement/ variation depending upon the cost of diesel and overheads from time to time in its absolute discretion by the Service Provider.

In addition the Owner also hereby agrees to pay the Service Provider its proportionate share of DHBVN fixed charges for supply of electricity to the said property. The fixed charges currently charged by DHBVN to the Company are Rs. _____ * (Rupees Only) per KW as levied by HSEB regulatory authority. The said fixed charges are subject to variation/ enhancement dependent on the rates intimated and levied by DHBVN on occupancy of the said property.

3.3 The proportionate cost of insuring the structure of the said Complex, as may be applicable, shall be recovered by Service Provider from the Owner as a part of maintenance charges. The Owner will not do or permit to be done any act or thing which may render void or voidable insurance of the said Complex or any part of the said Complex or cause increased premium to be payable in respect thereof. However, the Owner shall be solely responsible for insuring contents within the Said Unit at his own cost and Service Provider accepts no responsibility in this regard.

3.4 Service Provider will specify the actual costs incurred for provision of additional/ specific services (including but not limited to operation and maintenance of the car parking spaces allotted for the exclusive use of the Owner) plus 20% of cost plus applicable taxes as may be exclusively required by the Owner who shall pay the additional Interest Free Security and other deposit as may be charged by Service Provider. These specific/ additional

services will be solely to the account of the Owner or if a number of occupants use the same service, then it shall be shared on pro rata basis to be determined by Service Provider in its sole discretion.

3.5 Service Provider reserves absolute right to increase, revise and modify charges from time to time for any of the service to enable Service Provider to provide necessary maintenance services. The Owner shall not dispute or raise objections against such variance.

4. PROCEDURE OF PAYMENT OF MAINTENANCE CHARGES

4.1 The Maintenance Charges will be recovered on a pre-paid basis as we have pre-paid dual energy meters, the recharge coupons will be available from the office of Service Provider within 'Heritage One' Complex and will be purchased by the Owners by means of a **crossed cheque/ demand draft** drawn in favor of **M/s _____** payable at New Delhi. The maintenance charges presently applicable other than consumption of electrical energy in the said Unit is Rs. _____ /- (Rupees) per sq. ft. of the super area totaling Rs. _____ /- (Rupees) per month plus taxes & duties as applicable. This rate of Rs. _____ per sq. feet p.m. will depend upon the final expenditure sheet of maintenance cost at the end of the year. The charges for any exclusive maintenance services, as may be specially required and provided to the Owner, shall be treated and payable additionally by the Owner alone.

The Owner shall be required to pay the maintenance charges for the entire first year (commencing from the date when the physical possession of the Said Unit is handed to the Owner by the Developer irrespective of whether the said Unit is actually occupied or not by the Owner or deemed to be handed over as per terms of the Buyer's Agreement whichever is earlier, i.e. _____) before or at the time of execution of this Agreement.

4.2 The Maintenance Charges shall be enhanced in order to factor in the inflation in the cost of inputs and minimum wages.

4.3 The Owner will be liable to pay Service Tax and all other taxes, cess and levies on the Maintenance Charges as may be applicable from time to time.

4.4 The Owner shall pay in advance by purchasing pre-paid coupons towards charges pertaining to Maintenance/ Electricity/ **Water/ Club**.

4.5 The Owner undertakes to pay the dues without any reminders from Service Provider.

4.6 Service Provider will charge interest at the rate of 18% p.a. for the period of delay in payment.

4.7 Without prejudice to and notwithstanding the rights of Service Provider to charge interest for the period of delay in payment, in case the Owner fails to pay the dues on or before the due date indicated to the Owner, then the unpaid amount will be deemed to be a notice and the maintenance services including electricity/ water supply to the Owner will, without prejudice to the right of Service Provider to recover charges, be disconnected after the expiry of seven days of the due date without any notice to the Owner. The supply will not be reconnected unless and until the dues together with interest at the rate of 18% p.a for the period of delay and all other related expenses incurred/ to be incurred by the Service

Provider in disconnecting and reconnecting the electric/ water supply and maintenance services is paid by the Owner.

- 4.8 All returned/ dishonored cheques will be subject to legal action under the provisions of Negotiable Instrument Act, 1988 or any modification thereof apart from civil action for recovery of the amount. Service Provider will be entitled to recover bank charges and legal fee in addition to pending amount, interest at the rate of 18% p.a and other charges as provided in this Maintenance agreement in case of dishonored cheques.

5. RIGHT TO USE OF MAINTENANCE SERVICES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES

The Owner agrees that his right to use the common facilities including supply of electrical energy and water will be subject to regular and prompt payment of maintenance/ electricity and water charges as per pre-paid meters installed by Service Provider. If maintenance/ electricity/ water charges or any part thereof is not paid regularly, the Owner agrees that he will lose the right to use any of the common facilities/ services including right to receive electricity/ power back-up and water inside the Said Unit, but so long as the maintenance charges are regularly paid and all the covenants herein are observed, the right of the Owner to use such common facilities/ services will be unhindered.

6. LIMITATION OF RESPONSIBILITY OF THE SERVICE PROVIDER

- 6.1 Service Provider makes it clear to the Owner that the Service Provider may also get the maintenance services done through various outside agencies under separate maintenance agreements entered into by it with them. Service Provider's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the maintenance agreements executed by them and to change an agency if its performance is not upto the desired standards. Service Provider accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing different components of the maintenance services. Similarly, Service Provider's role and responsibility for the supply of electrical energy to the Owners will be limited to receiving the supply of energy from DHBVN in bulk and to distribute the same to them in terms of their applications. Service Provider is a mere distributing agency on behalf of DHBVN and has no power or control on the quality/ quantity or any other specifications with respect to the electrical energy supplied by DHBVN and therefore, it will accept no responsibility whatsoever and will not be liable for any action, damages whatsoever for any failure on the part of DHBVN to supply electrical energy.
- 6.2 The responsibility of providing watch & ward services to the said Complex shall be entrusted to some outsourced security agency and the security agency may not guarantee or ensure foolproof safety and security of the said Complex or their belongings and properties. The Service Provider shall not have any financial/criminal liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime/mishap occurring in the said Complex or any part thereof due to any lapse/failure/shortcoming of the staff of the security agency.
- 6.3 The Owner will ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Unit or externally, will not pose any fire,

electrical, structural, pollution and health hazard for which the Owner will be solely responsible for all legal and financial consequences arising therefrom.

- 6.4 The Owner agrees to keep the Service Provider indemnified and harmless against any loss or damage that may be caused to the occupants of other unit(s) or any others person(s), their properties or common areas in this regard.
- 6.5 The Service Provider/ its Nominated Agency shall not be liable and/or responsible for any harm, loss, damage, fire, electrical, pollution, or any kind of hazard originating from the Said Apartment/ said Complex/physical injury of any nature suffered by the owner(s) / user(s) or any of their spouses, children, dependents, or agents, their Unit, its fixtures and fittings and common areas, for use and enjoyment of services under this agreement attributable to breakdown of power, power fluctuation, failure of machinery, human error, theft, fire, pollution, act of God, riot or civil commotion and the like. The aforesaid hazards shall not impose any kind of legal or financial liability on Service Provider and the Owner agrees to keep Service Provider indemnified and harmless against any loss or damage that may be caused to Service Provider or any other third party in this regard.
- 6.6 The Owner / User undertake that they shall keep their units and the belongings therein, duly insured.

7. INTEREST FREE MAINTENANCE SECURITY (IFMS)–

It is hereby agreed between the parties that the IFMS shall be retained by the Service Provider. It is further agreed that the deposits at no point of time shall be given to the Owner of the said Unit.

The decision to use the IFMS shall be that of the Service Provider. In case the expenses are more than the available IFMS, the Service Provider shall issue bills for the same & all the Owner will have to bear their proportionate share of the expenses as and when required to do so and this expense, if any, shall be reflected in a separate bill which the Owner shall be bound to pay within 15 days from the date of receipt of the same or be recovered through prepaid card system.

Upon the formation of the Association and handing over of maintenance services to the Association by the Service Provider, the Service Provider shall duly handover the corpus of IFMS of all Owners/Users, subject to deductions, it is entitled to on account of non-payment of maintenance charges, electricity charges and **losses under the maintenance**, etc. under this Agreement.

8. GENERAL

- 8.1 The metering system would be working on the pay before you use. The Owner has to purchase the electricity / power backup/**maintenance services** as per his requirement with the recharge value of Rs.1000/- up to Rs.5000/- in multiples of Rs.500 in advance.

- 8.2 It shall be incumbent on said Owner to always maintain sufficient credit balance for continued electric/ power back up/maintenance services. In the event, the balance becoming zero, these services shall automatically be disconnected. On purchase of fresh prepaid coupons and charging of the Owner/s account, these services shall be restored.
- 8.3 The metering system would have the facility of low credit alarm which would get activated once it reaches below the preset limit.
- 8.4 The Owner will park his car In the Car Parking Space(s) allotted to him in terms of the Sale Deed in respect of the said Unit and nowhere else. Any additional car/ vehicle owned by the Owner will be parked by him outside the boundary wall of Heritage One. Same will be the case in respect of cars of the visitors/ guests of the Owners.
- 8.5 The Owner and his family members will follow and abide by all the rules and regulations, guidelines (DO's and DON'Ts), circulars and notifications issued/ notified by the Service Provider from time to time so as to ensure peace and discipline in the Said Complex and for smooth and efficient maintenance & management of the various services and facilities in the Said Complex and/or for the protection thereof from any misuse and damage. The Owner will also make his visitors/ guests/ tenants/servant aware of the same.
- 8.6 The Owner undertakes and assures the Service Provider that he will install coolers and air-conditioners only at the spaces specifically designated and earmarked in respect of the said Unit. The Owner will ensure that there is no dripping or leakage of water from his coolers and air-conditioners. The Owner also undertakes not to install dish and other antennas outside his Unit.
- 8.7 The duly authorized representative of the Service Provider shall be entitled to enter the Said Unit of the Owner/s at all reasonable times for the purpose of inspection of Owner's installation and inspect and test any apparatus belonging to the Developer/Service Provider lying on the Said Unit for doing all necessary or incidental work for giving maintenance services and/or maintaining electricity supply to the Owner/s.
- 8.8 The Owner undertakes and assures the Service Provider that that he is prohibited from using alternate system of power back up in the said Unit.
- 8.9 It is stated for abundant clarity that the Maintenance Services are confined to common areas only and do not cover white-washing, painting, curing of seepage, defects in sewer and water pipes, plumbing, electric/ telephone/ cable wiring etc. within the said Unit for which the Owner will make his own appropriate arrangements at his own expense and if the same is attended by Service Provider that will be on extra chargeable basis considering the Manpower cost, spares, other Material etc.
- 8.10 Repair of damages – The Owner shall bear the cost of all damages/breakage caused by the Owner/its agents/its visitors to the said Complex and shall forthwith reimburse all costs in connection with the replacement/rectification on account of the above to the Service Provider. In case due to the usage of the said Unit by the Owner, any damage is caused to the said Complex, the cost of repairing shall be reimbursed by the Owner to the Service Provider within 15 days of the receipt of letter in such regard, non-payment of this amount shall be termed as non-payment of maintenance and electricity charges and Service

Provider shall be entitled to take steps to recover the same as it may be entitled to take for non-payment of maintenance and electricity charges.

- 8.11 The Owner shall not do or permit to be done any act or thing which may render void or voidable insurance of any part of the said Complex or cause increased premium to be payable in respect thereof. Such increase in the premium due to the above default shall be borne and paid by the Owner only.
- 8.12 That the Owner shall not allow any other person to use electricity from the connection provided in the said Unit and in case of detection of the same, the Service Provider may impose penalty charges in addition to disconnection of electricity.
- 8.13 The Owner should report as emergencies the water leaks from any source, which can damage the said Unit or a neighboring Unit. The Service Provider will take initial corrective steps necessary to stop the emergency. However since this function is not covered in the Service Provider's duties, the Owner/ User may require to call for licensed plumbers. Maintenance staff will respond to call about electrical problems and will assist the Owner in determining the cause of the problem. However since the roll of the Maintenance staff is limited to the common area only. The Owner / User may be instructed to call a licensed electrician.
- 8.14 The Service Provider's responsibility for repairs resulting from such damage is limited to restoring the original standard unit elements, and repair of damages relating to gaining access to malfunctioning common elements. Since the Service Provider does not repair or restore any improvements or upgrades, therefore the Owner / User shall insure their personal property within their Units as well as all betterments and improvements.
- 8.15 The Owner shall be liable to become a member of the Association / Society of Unit Owners without fail and shall have no objection to the Service Provider, if the Service Provider, at its discretion, handover any and/or all the services provided by it under this Agreement to such Association/Society.
- 8.16 Right of Developer – That the developer has unfettered/unhindered right to use the common spaces within the said Complex for setting up of Events/Kiosks and/or any other activity to which the Service Provider/Association/Owner shall never object, so long as such activity does not block access of the Owner to the Unit.
- 8.17 Taxes – That all taxes as may be applicable presently or may be made applicable in future by the State/Central Government or ant local authority etc. shall be payable by Owner which is including but not limited to Service Tax, VAT, octroi, sales tax, excise duty, electricity duty or any other charges imposed by the concerned authority.
- 8.18 That on termination of the services of Service Provider and/or its nominated agency by efflux of time or otherwise any privity between the Service Provider and/or its nominated agency and the Owner shall cease and the Association shall with immediate effect take over the activities of Service Provider and will be free to appoint anyone else to which the Service Provider will not be entitled to object to.
- 8.19 The decision to vary and/or modify and/or to amend this Agreement shall be as per the Agreement arrived at between the Association and the Service Provider which shall be

binding on the Owner at all times. This agreement cannot be terminated by the Association or the Owner.

- 8.20 Ratification – That the Owner hereby ratify the appointment of the Service Provider and also the contents of this agreement.
- 8.21 Liability – That with the signing of this Agreement, the liability for maintenance, supply of electricity and all other things as hereby passed on to the Service Provider or any person/third party agency nominated by the Service Provider.
- 8.22 The User/Second Party hereby hands over the maintenance and supply of electricity to the Service Provider and the Service Provider or any person/third party agency nominated by the Service Provider, shall alone be liable for fulfillment of the obligations stated in this Agreement. The Owner, Association when formed and Service Provider or any person/third party agency nominated by the Service Provider shall keep the Developers indemnified in all respect. The Developer herein has nothing to do with the maintenance of common areas and/or supply of electricity and/or all other terms as mentioned in this Agreement and will not be held liable either by the Association, Owner or Service Provider or any person/third party agency nominated by the Service Provider for anything or in any way whatsoever.
- 8.23 Right to take action – The Owner has also allowed the Service Provider to take any kind of action including but not limited to disconnection of electricity etc., against the Owner for non-payment of maintenance and electricity charges which it may take in terms of the Haryana Apartment Ownership Act and all rights of the Association have been assigned in favour of the Service Provider in this respect.
- 8.24 Termination Right for Termination of Definitive Agreements –That the present agreement shall stand terminated by efflux of time unless renewed at the option of the Service Provider and Owner jointly for such term as agreed. The Service Provider shall however be entitled to terminate the present Agreement by giving 3 months advance notice in writing or 3 months charges in lieu thereof without assigning any reason thereof.
- 8.25 Post Termination Rights – On termination or determination of the Agreement, the Owner shall allow the Service Provider to remove its employees, tools and tackles in accordance with the provisions hereof within 90 days except otherwise provided in this agreement.

Upon termination, the Association, if formed shall be free to engage any person(s)/agency and/or to enter into such agreement as may be desired by it.

- 8.26 Car Parking Area –In case any parking slot is assigned or allotted, then such reserved parking slot shall be used only by the allottee/ its nominee thereof. All other parking area or other areas reserved shall be used as per the discretion/policy of the Developer.

- 8.27 All costs, stamp duty, charges and expenses payable on or in respect of this maintenance agreement and on all other instruments and deeds to be executed, if any, pursuant to this maintenance agreement, legal fees, if any, will be borne and paid solely by the Owner.
- 8.28 Service Provider will not be held responsible or liable for not performing its obligations under this maintenance agreement due to force majeure conditions or for reasons beyond its control.
- 8.29 That it is clearly understood and so agreed by the Owner that all the provisions contained herein and the obligation arising thereunder in respect of the said Unit will be equally applicable to and enforceable against any and all occupiers, tenants/ employees of the Owner and/or subsequent purchasers of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.
- 8.30 Prior to sale and/or transfer of the Said Flat, the Owner shall be bound and obliged to clear and make payment of all bills raised by the Service Provider for payment of the Maintenance Charges, Electricity Charges and other dues, and obtain no dues certificate from the Service Provider.
- 8.31 The Owner shall not be entitled to claim refund of the IFMS or other deposit and as such the same shall stand transferred in the name of the purchaser(s)/transferee(s) in respect of the Said Unit, in the records of the Service Provider.
- 8.32 In the event of letting out or otherwise parting with possession of the said Unit, the Owner will inform Service Provider in writing in advance and will obtain mandatory no dues certificate from Service Provider.
- 8.33 The failure of Service Provider to enforce at any time or for any period of time any provision(s) hereof will not be construed to be waiver of any provision or of the right to enforce any or each and every provision of this maintenance agreement.
- 8.34 If any provision of this maintenance agreement is determined to be void or unenforceable under any law, such provision will be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this agreement will remain valid and enforceable.
- 8.35 This maintenance agreement constitutes the entire maintenance agreement between the parties and revokes and supersedes all previous discussions/ correspondence and agreements between the parties, if any, concerning the matters covered herein whether written, oral or implied. However, it is understood by parties that the terms of this Agreement shall be read in consonance and not in derogation of the Buyer's Agreement. Unless otherwise provided, this maintenance agreement will not be changed or modified except in writing and signed by the parties thereto.
- 8.36 Any notice letter or communication to be made, served or communicated under these present will be in writing and will be deemed to be duly made, served and communicated

only if it is addressed at the aforesaid addresses of the parties and sent by registered post/speed post.

8.37 **FORCE MAJEURE**

The Service Provider shall be excused from the performance of its obligations hereunder, in the event that such performance is prevented by a Force Majeure Event, provided that the Service Provider shall notify the Owner, in writing, of the circumstances causing the delay and shall endeavor to complete such performance by other means.

8.38 **Arbitration**

Excepting the cases of the theft/ pilferage of electric energy or interference with meter etc. (which are inter-alia offences) and only after dues payable are paid to Service Provider, in the event of any differences or disputes arising between Service Provider and the Owner in respect of any matter connected with the accuracy of dues, supply of services through maintenance agreement between Service Provider and the Owner, the matter shall be referred for arbitration to a sole arbitrator appointed by Service Provider. Reference to arbitration shall be without prejudice to the right of Service Provider to effect recovery of arrears of dues (through disconnection of supply or otherwise). The decision of Arbitrator will be final and binding on the parties. The arbitration proceedings will be held at Delhi alone and will be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto.

8.39 Jurisdiction – That Court, tribunal, commission & quasi-judicial bodies at New Delhi alone shall have the jurisdiction to entertain all disputes arising from or in connection with this agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS
AT _____ ON THIS _____ MANTIONED HEREIN ABOVE.**

For _____ **Private Limited**

()
Authorised Signatory

Mr. / Mrs

.....
(User)

Witnesses :

1.

2.

DRAFT