

Unit :

MAINTENANCE CONTRACT

THIS *Maintenance Contract* is made and executed in Bangalore, India, on this the day of, Two Thousand Eight (..... **01. 2008.**)

BETWEEN

Mr. aged about ... years, son of, and **Mrs.** aged about years wife of Mr., both residing at, hereinafter, referred to as the **Purchaser** (which expression shall mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or assigns) of **THE ONE PART**

AND

M/s. Universal Builders, a partnership firm, and having its office at “Magnolia Group” no. 1012, Prestige Meridian – 1, 29-30 M G Road, Bangalore 560 001 represented herein by their authorised signatory, Mr. K.S. Ragahavendra Naik, hereinafter referred to as the **Property Managers** (which expression shall mean and include their heirs, successors in office, administrators, representatives and permitted assigns) of **THE OTHER PART**

Mr. **Mrs.**
(PURCHASER)

.....
for Universal Builders
(PROPERTY MANAGERS)

01. Scope :

The scope of maintenance service covered under the advance collected, includes the operating and management costs of the *Property Managers* and the following services :

1.01 Security :

24 hours security shall be provided either through a separate professional agency or directly by the *Property Managers*. A total of four security guards shall be provided. The *Property Managers* shall only facilitate the hiring of a reputed security agency and shall not be liable for mishaps/loss of property, theft or burglary that may occur due to security lapses. The *Property Managers* shall facilitate in conducting enquiry by the Security agency and shall follow up with the same. The services shall include :

i. Surveillance :

24 hour surveillance in two/three shifts, providing safety and security to the project.

ii. Visitor access control :

Regulating access to visitors, maintaining visitors' register and ensuring they park in visitor parking only.

1.02 Back-up Power :

i. Diesel :

Daily check ensuring sufficient diesel stock for generator and replenishing it as and when consumed.

ii. Batteries :

Daily checks ensuring that generator batteries are adequately charged.

iii. Generator :

Running the generator as and when required and turning it off when power supply is adequate. Ensuring checks after every 250 hours of running, and replenishing lubricants, etc.

iv. Pollution Control Clearance :

Ensuring renewal of the pollution control certificate from the Pollution Control Board for the generator.

1.03 Housekeeping :

i. Garbage clearance :

Daily garbage clearance from the unit and from the building. Maintaining and cleaning trash storage areas. To make available adequate space and arrangements for the disposal of refuse.

ii. General Cleanliness & Upkeep :

Daily sweeping and mopping, regular clearing of cobwebs and cleaning the driveways, entrances, pump rooms common store rooms (not assigned to individual Unit Owners), management office room, staircase, corridors, lifts, lobbies and basement.

iii. Terrace :

Cleaning and ensuring proper water drainage.

iv. Common toilet/s:

Daily cleaning of common toilets - walls, floors and sanitary fixtures.

v. Consumables :

Providing consumables (cleaning agents, trash bags, light bulbs etc.) for common areas.

vi. Mail collection & distribution :

Receiving & distributing mail and ensuring that parcels, couriers, gas cylinders, etc. are received if occupants are out.

vii. Cleaning of water reservoirs :

Cleaning of overhead tanks and underground drinking water sump tanks once in 30 days and refilling the same.

viii. Water supply :

Ensuring that there is adequate supply of water 24/7 by ensuring that water is pumped up to the overhead every morning and evening.

ix. Painting to Lobbies and other internal common areas.

Providing a coat of white / off-white paint to the lobbies and other internal common areas once in 3 years.

1.04 Landscaping :

Maintenance and upkeep of the landscaping in the common areas. Daily watering and periodic soil aeration; periodic pest control; providing manure and mowing as and when required.

1.05 Common facility areas :

Ensure proper maintenance and smooth running of all the lifts common facility areas, including the lights, alarm bell, intercom, and also ensure general cleanliness.

Mr. Mrs.
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1.06 Electricity & Water Bill for Common areas :
Timely payment of Electricity bills & Water bills for common areas.

02 Restriction on Hiring of other Service Agents :

The *Purchaser* agree/s that he/she/they will not avail the services of other service agents except in cases of emergencies or by mutual agreement in which case they agree to register their complaint with the *Property Managers* crew of the *Property Managers* first and then proceed towards other service agents.

03 Consideration :

3.01 Nature of advance :

For approximately Ten years, a non-refundable advance payment of **Rs. 3,00,000+** Service Tax at the prevailing rate (currently 12.36 %) for common outgoings shall be payable by the *Purchaser* before taking possession of the unit being purchased by the *Purchaser* through the *Sale Agreement* being separately signed on this day. The start date for this *Maintenance Contract* shall be the date on which the *Schedule-E Property* is *Virtually Complete* or the date on which the *Purchaser* takes possession of the *Schedule-E Property*, whichever is earlier. This maintenance advance collected is an advance payment for expenses & is not a refundable deposit.

3.02 Treatment & Utilization of Advance :

The maintenance advance shall be used by the *Developers* for their working capital and shall not be deposited into any fund or Trust. The *Developers* shall provide for a notional interest calculated at the rate of 9% per annum on the maintenance advance collected and transfer amounts to the *Property Managers* as per the requirements projected by the *Property Managers* to carry out the maintenance services. As such the fund is expected to eventually deplete to zero at the end of approximately Ten years from the projected date of handover of the *Schedule-E Property* as per current calculations.

3.03 Escalation in costs / Change in Time Period :

The *Property Managers* or the *Developers* do not, in any way, guarantee or assure the *Purchaser* that this consideration would last out for the complete Ten years. An inflation rate of 3% per annum has been assumed for in the calculations for maintaining the project for Ten years. At the end of each year, a statement of account shall be made out and this shall be sent, along with an invoice for the year to each customer. The invoice amount shall include the cost of materials and labour + 20% Management fee + Applicable taxes at prevailing rates. This invoice amount shall be deducted from the advance amount and the interest at 9% shall be added to the advance amount.

3.04 Right to withdraw service :

At any point in time, if the *Property Managers* or the *Developers* find that they are unable to support the service for whatever reason, it is hereby agreed between both the parties that they shall have the right to refund the balance monies and withdraw the services after giving a 3 (three) month notice to that effect.

04 Other Payments :

4.01 Repairs outside the purview of the scope enumerated :

All the costs specific to *Purchaser's Schedule-E Property*, shall be paid for by the *Purchaser* in total. The *Purchaser* agree/s to pay additionally for the repair/s that need/s to be made to rectify a fault in the *Schedule-E Property* belonging to him. The decision as to the cause of the failure or damage is to be decided by the maintenance head designated for this purpose by the *Property Managers*.

05 Maintenance Crew & Office :

5.01 Constitution of the operation and maintenance crew:

The *Property Managers* would comprise of the following members :

i. Maintenance head :

Head of the entire Maintenance Division, this person is responsible for maintenance across all the projects maintained by the *Property Managers* and is therefore not exclusively available for the *Schedule-C Property* alone.

ii. On-site Manager :

<p>Mr. Mrs. (PURCHASER)</p>	<p>..... for Universal Builders (PROPERTY MANAGERS)</p>
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The Manager's duties shall include supervision, management and coordination of the crew and technical consultants and specialized labour as required, as well as co-ordination with the *Co-Owners*, Maintenance Head & the office of the *Property Managers*.

iii. Housekeeping boys :

Their responsibilities would include the overall upkeep and cleanliness of the building.

iv. Handyman :

Responsibilities shall include basic carpentry, electrical and plumbing work.

5.02 Office Space for Maintenance Crew :

The *Purchaser* agrees that a furnished management office shall be provided free of rent for use by the *Property Managers* and such other office space as may be required in the performance of its duties hereunder. The *Purchaser* shall ensure that the same is carried forward into the *Association* rules.

5.03 Powers of the Maintenance Crew :

The *Property Managers* shall have the right, and the *Purchaser* hereby authorizes the *Property Managers* to cut off water supply and/or power supply to the *Schedule-E Property* if fines or other dues are not paid by the *Purchaser* on time.

06 Responsibilities of the Purchaser & Association :

6.01 Report Defects :

To report to the *Property Managers* without delay, any repair or defects within the Property and Accommodation which are the responsibility of the unit Owner/Occupant.

6.02 Make good any damage :

To make good, or pay to the *Property Managers/Association* the cost of remedying, any damage to the Accommodation, Common Facilities or Property.

6.03 Keep in good condition :

To keep the *Schedule-E Property* including its doors, windows, walls, ceilings, floors, fixtures and fittings in good, clean tenable condition..

6.04 Common areas free from Obstructions :

To keep common areas clean and free from obstructions; in particular the Member shall not obstruct any passage, landing or staircase leading to ingress and egress.

6.05 Access :

To allow the *Property Managers* or their representative(s) to enter the *Schedule-E Property* at any time in the case of an emergency; to allow entry for the purpose of inspection, and to allow the *Property Manager's* workpeople or contractors to enter the dwelling at reasonable hours to carry out necessary repairs or alterations.

6.06 Dues :

If a tenant/ guest owes money to the Association (e.g. bills) it shall be the responsibility of the Owner(s) whose tenant it is to pay the money back.

6.07 Non Solicitation :

Unless otherwise mutually agreed to by the *Property Managers* in writing, the *Purchaser* agrees not to hire or to solicit the employment of, or to get any work done, which does not fall in the scope of this contract, through any personnel, employee or sub-contractor of the *Property Managers* either directly or indirectly during the term of this *Agreement* and for a period of two years thereafter. In the event of breach of this clause, the *Property Managers* shall be entitled to a sum equal to one year (12 months) salary paid to the said personnel, subject to a minimum amount of Rs. 50,000/- (Rupees Fifty Thousand only) as liquidated damages from the *Purchaser*.

07 Non-exclusivity :

The said *Property Managers* are being constituted for the purpose of the maintenance of the said group housing project and also for the purposes of other residential projects constructed by and through the *Property Managers* or even otherwise, the *Property Managers* ensure a dual point of contact for each of the projects for the smooth functioning of terms and conditions of the agreement.

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(PURCHASER)

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(PROPERTY MANAGERS)

08 Liability :

The liability of the *Property Managers* does not cover costs other than those for the reinstatement of the works. All liability for consequential damages is excluded. The *Property Managers* shall have no liability with respect to their obligations under this *Agreement* or otherwise for consequential, exemplary, special, indirect, incidental or punitive damages, even if it has been advised of the possibility of such damages. In any event, the liability of the *Property Managers* to the client for any reason and upon any cause of action or claim in the contract, tort or otherwise with respect to the services shall be limited to the management fee (20% of cost) paid to the *Property Managers* by the client under the statement in the three months preceding to the cause of action. This limitation applies to all causes of action or claims in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, claims for failure to exercise due care in the performance of services hereunder and other torts. Further, no cause of action, which accrued more than one (1) year prior to the filing of a suit alleging such cause of action, may be asserted against the *Property Managers*. Both parties understand and agree that the limitations and exclusions set forth herein represent the parties agreement as to the allocation of risk between the parties in connection with the *Property Managers*'s obligations under this *Agreement*. The fees payable to the *Property Managers* hereunder reflect, and are set in reliance upon, the allocation of risk set forth herein and the exclusion of consequential damages and limitations of liability set forth in this *Agreement*.

09 Nature of Relationship :

The relationship between the *Property Managers* and the *Purchaser* established by this *Agreement* is that independent contractors and nothing in this *Agreement* shall be construed to give either party the right or power to direct or control the activities of the other party or to constitute the parties as employer and employee, joint ventures, co-owners or otherwise as participants in a joint undertaking; or to allow either party to create or assume any obligations or liabilities on behalf of the other party for any purpose whatsoever or to represent to any person, firm or entity that such party has any right or power to enter into or binding obligation or liability on the other party's behalf.

IN WITNESS WHEREOF the parties hereunto have set their respective hands to these presents on the day and year above written.

Signature:
Witness:

Signature:
Witness:

Signature:
prepared by :

Signature:
Checked By:

Mr. Mrs.
(PURCHASER)

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for Universal Builders
(PROPERTY MANAGERS)