

## MAINTENANCE AGREEMENT

THIS Maintenance Agreement ("**Agreement**") made at **Noida** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between:

**JAIPRAKASH ASSOCIATES LIMITED**, a public limited company incorporated under the Companies Act, 1956 (Now the Companies Act, 2013) and having its registered office at Sector 128, Noida, U.P. - 201304 (hereinafter referred to as the "**Company**") of the **FIRST PART**;

**AND**

**Mr.** \_\_\_\_\_ (having PAN No. \_\_\_\_\_ & Aadhaar No. \_\_\_\_\_)  
**S/o. Mr.** \_\_\_\_\_, R/o \_\_\_\_\_ **India.** (hereinafter called the "**Allottee**") of the **SECOND PART**.

The expressions "**Company**" and "**Allottee**" shall mean and include their successors, legal representatives, administrators, nominees, assigns, as the case may be.

WHEREAS the **Company** has allotted a residential unit, bearing number \_\_\_\_\_ (the "**Residential Unit**") in sub-project popularly known as '**Kosmos**' to the **Allottee**, in the project **Jaypee Greens, Wish Town, Noida** located in and around Sectors-128,129,131,133 and 134, Noida (U.P) .

AND WHEREAS the **Company** shall carry out the maintenance of the Shared Areas & Facilities and Common Areas & Facilities (including Limited Common Areas) itself or through a Designated Maintenance Agency (the "**DMA**") which shall be appointed by the **Company** at its sole discretion.

AND WHEREAS in terms of the said allotment, the **Allottee** has agreed to enter into a maintenance agreement with the **Company** and/or the **DMA** for the maintenance of the Common Areas & Facilities (including the Limited Common Areas) within the Sub- Project and also for Shared Areas & Facilities within **Jaypee Greens Wish Town**.

AND WHEREAS **Jaypee Greens Wish Town**, is being developed with a township concept as an integrated colony where there are roads, water supply & power distribution network, water treatment and storage facilities, sewage treatment etc. meant for common use of the Residential/Commercial units, the Golf Club/Golf Course and apartments, the Public School, the Fire Station and Social Clubs etc.

AND WHEREAS the maintenance of Common Areas & Facilities including Limited Common Areas (which are both applicable only to the apartments in a Sub-Project), shall be handed over to the concerned Association of Apartment Owners after their formation in due course of time .

AND WHEREAS the **Allottee** has agreed with the **Company** to receive the said maintenance services from the **Company** and /or the **DMA** and abide by the terms & conditions of this **Agreement**.

NOW THEREFORE this **Agreement** between the Parties hereto witnesseth as follows:

## **1. DEFINITIONS AND INTERPRETATION:**

1.1 The following terms in the Agreement shall have the meaning ascribed to them in this clause, unless the context otherwise requires :

(i) **“Association of Apartment Owners”** means the association created and formed under the provisions of Uttar Pradesh Apartment (Promotion of

Construction, Ownership and Maintenance) Act 2010 and the Rules etc. framed thereunder.

**(ii) “Common Areas”** mean areas under the entrance/exit/drive ways, common staircases, lift lobbies, circulation area, lift/plumbing/electrical shafts on each floor, passages, corridors, lobbies, pump room, blower room, service floor, service/maintenance areas, refuge areas, stilts, canopy, covered porch, common pantries, mumty, machine room, meter room, electric sub-station, common toilets, underground water tank(s), overhead water tank(s) etc. and other common use areas within the building(s) for a particular Sub-Project.

**(iii) “Common Areas & Facilities”** mean the Common Areas, common services such as internal roads, parks , gardens, walking areas etc. and other open areas within the Sub-Project Land.

**(iv) “Jaypee Greens Wish Town,”** means the land situated in Sectors 128, 129,131,133 & 134 at Noida (U.P) admeasuring about 1145.60 acres leased by Yamuna Expressway Industrial Development Authority **(YEA)**.

**(v) “Limited Common Areas”** mean those common areas and facilities which are designated in writing by the Company before the allotment or sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.

**(vi) “Project”** means integrated development of **Jaypee Greens Wish Town** for residential, commercial, institutional or recreational use which may be divided into various Sub-Projects.

**(vii) “Shared Areas & Facilities”** mean the colony level areas and facilities within **Jaypee Greens Wish Town** including roads, parks, gardens, play grounds, sitting areas, jogging tracks, strolling parks, pathways, worship places, firefighting

services, designated parking areas for visitors, plantations and trees, landscaping, sewerage lines, drainage lines, water lines /mains, STP, power receiving sub-station(s), DG electrical sub station(s), water storage, filtration & distribution system etc., outside the Sub-Project Lands.

**(viii) "Sub-Project"** means any specified residential, commercial, institutional or recreational development by any nomenclature within the **Project**.

**(ix) "Sub-Project Land"** means the land pocket demarcated notionally or otherwise in **Jaypee Greens Wish Town** on which one or more residential, commercial, institutional or recreational Sub-Project(s) is/are located.

*Explanation: The definition of Common Areas, Common Areas & Facilities & Limited Common Areas mentioned above are in the context of building & apartments within the purview of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010.*

## **2. Electricity Charges**

2.1 For the electricity supplied by the authorized Power Distribution Company (currently supplied by Paschimanchal Vidyut Vitaran Nigam Limited i.e., **PVVNL**) to the **Company** and / or the **DMA**, & in turn to the **Allottee** at his Residential Unit, the **Allottee** shall pay to the **Company** and /or the **DMA** at rates which shall correspond to the rates charged by Power Distribution Company (**PDC**) for supply of electricity from time to time.

2.2 For the electricity generated by the **Company** and / or the **DMA** through diesel or any other type of generators installed by the **Company** and / or the **DMA** (Back Up Power) and supplied to the **Allottee** at his **Residential**

**Unit**, the **Allottee** shall pay to the **Company** and/or the **DMA** at the rates fixed by the **Company** and / or the **DMA** from time to time.

2.3 The **Allottee** shall also pay the meter hire charges/meter cost, a minimum demand charge (if the consumption falls below the minimum demand) and other fixed charges, Surcharge and Electricity Duty etc. to the **Company** and/or the **DMA** based on the charges levied by **PDC**. In case of multi storeyed apartment blocks, the pro-rata electricity charges for consumption within the **Common Areas & Facilities** including the **Limited Common Areas** in respect of the **Sub-Project** shall also be paid by the **Allottee** to the **Company** and/or the **DMA** as determined by the **Company** and/or the **DMA** from time to time.

2.4 The **Allottee** shall ensure that the connected load at his Residential Unit shall always be within the sanctioned limits and he shall not overdraw the electricity.

### 3. **Water Charges**

3.1 For supply of water by the **Company** and / or the **DMA**, to the **Residential Unit** of the **Allottee**, the **Allottee** shall pay to the **Company** and / or the **DMA**, at such rate as notified by the **Company** and /or the **DMA** from time to time.

### 4. **Other Maintenance Charges**

4.1 In addition to the aforesaid charges, the **Allottee** shall pay to the **Company** and / or the **DMA**, maintenance charges for maintenance of **Common Areas & Facilities** including the **Limited Common Areas**, if applicable, and also for **Shared Areas & Facilities** , which shall include but not be limited to maintenance of power supply system, sewerage, drainage, fire fighting services, water pumping & supply system, water

treatment system and other services including maintenance , repairs and replacement of moveable / immoveable plants, machines & equipment and other miscellaneous expenses.

4.2 The maintenance charges as per 4.1 above are subject to variation and / or modification by the **Company** and / or the **DMA**, from time to time and notwithstanding other provisions of the Agreement, the new rates shall become final and binding upon the **Allottee** on being communicated to the **Allottee** by displaying a copy of the same at the Notice Board at an appropriate place.

4.3 Any surplus/deficit in the maintenance charges received/receivables from the **Allottees** during a financial year as compared to the expenses incurred by the **Company** and/or to **DMA** shall be carried forward to and accounted for in the next financial year.

#### 5. **Creation of Maintenance Fund:**

5.1 In order to ensure proper maintenance of the **Shared Areas & Facilities** at **Jaypee Greens Wish Town** including maintenance/repairs / replacement of plants/ machines/ equipments, a maintenance fund (the “**Fund**”) shall be set up.

5.2. The Allottee has deposited **Rs.\_\_\_\_\_/- @ Rs. \_\_\_\_\_/-per sq.mtr. (Rs. \_\_\_\_\_ per sq.ft)** towards the said **Fund** being the share of the **Allottee** to the **Fund** as a Refundable Interest Free Maintenance Deposit before taking over the physical possession of the **Residential Unit**. The said **Fund** shall be refunded by the **Company** upon transfer of ownership of the Residential Unit by the **Allottee** after adjusting the pending dues payable by the **Allottee** to the **Company** and / or the **DMA**.

#### 6. **Billing and Payment**

- 6.1 The prevailing rates for Electricity, Water and Maintenance Charges are given in the **Rates Schedule**. These rates may vary from time to time with variation in input costs and/or other factors.
- 6.2 The payments for electricity and/ or water consumption charges and/ or maintenance charges etc. by the **Allottee** to the **Company** and/or the **DMA**, shall be made through pre-paid meter system.
- 6.3 The pre-paid meters shall be installed by the **Company** and/ or the **DMA** at appropriate location(s) with its freedom units within the Residential Unit of the **Allottee**. The said freedom units instantly give details of consumption and balance amount available.
- 6.4 The Allottee shall pay to the **Company** and/or the **DMA** either the cost of the "Pre-paid" meter (including its installation and replacement) or the monthly meter hire charge as may be opted by him.
- 6.5 The electricity charges, water charges and maintenance charges etc. shall be accounted for by the pre-paid meter on daily basis. It will be the responsibility of the **Allottee** to keep its pre-paid meter account charged and funded sufficiently at all times.
- 6.6 In the event the **Allottee** does not keep its pre-paid meter account sufficiently charged, the electricity at the residential unit shall get automatically disconnected when the balance in the meter depletes to minus Rs. 5,000/-, and will only be restored when the account is sufficiently recharged in accordance with the system as may be notified by the **Company** and / or the **DMA** from time to time. The **Company** and/or the **DMA** may revise this cut off amount at its sole discretion.

- 6.7 In the event pre-paid meter is not installed for any reason, the **Company** and/or the **DMA** shall raise consolidated monthly bills for electricity, water and maintenance charges etc., which the **Allottee** shall pay within the due date as may be mentioned in the bill failing which the **Company** and / or the **DMA** may discontinue the supply of electricity and water. In such a situation the supply of electricity and water shall be restored on payment of all pending dues and charges including the restoration charges.
- 6.8 In the event the **Allottee** does not pay the bills for electricity, water and maintenance charges by due date, the **Allottee** shall also pay interest at the rate of 1.5% per month on any arrears from the expiry of the due date, till such time as the due amounts are paid to the **Company** and/or the **DMA**.
- 6.9 The payment of bills shall not be held up / delayed if there are any differences or disputes as to the accuracy of the bills and such differences or disputes shall be separately settled by the **Allottee** with the **Company** and / or **the DMA**.
- 6.10 There shall be one consolidated bill for the **Maintenance services** which shall separately show charges for maintenance and charges for electricity & water consumption and other charges, if any.
- 6.11 The payment received from the **Allottee** in terms of this **Agreement** shall be adjusted by the **Company** and / or the **DMA**, in the following order of priority:
- i) **Outstanding interest**
  - ii) **Outstanding dues other than provided in (iii) to (vi),**
  - iii) **Outstanding Maintenance Charges for Shared Areas & Facilities,**



- iv) **Outstanding Maintenance Charges for Common Areas & Facilities**
- v) **Water supply charges,**
- vi) **Electricity charges.**

6.12 The payments pursuant to any bills raised by the **Company** and/or the **DMA** shall be made by the **Allottee** through Crossed Cheque/Demand Draft only, drawn in favour of "**Jaiprakash Associates Ltd.** or in the name of **DMA** as may be specified in the bill, payable at **New Delhi / Noida.**

## **7. General**

7.1 In order to regulate the maintenance, upkeep and security of **Jaypee Greens Wish Town**, the **Company** and/or the **DMA**, may provide and make arrangements to monitor the entry of unauthorised persons in **Jaypee Greens Wish Town**. The **Company** and /or the **DMA** may issue identity cards or entry permissions in the interest of the security within **Jaypee Greens Wish Town** and may notify such rules in this regard as considered appropriate by it at its sole discretion.

7.12 The **Allottee** may, on payment of tariff charges, avail of the services of plumbers and electricians etc. engaged by the **Company and / or DMA** for maintenance services inside the **Residential Unit**.

7.13 The **Allottee** shall keep the **Company and / or the DMA**, their respective managements and employees fully indemnified and harmless against any loss or damage that may be caused to **Jaypee Greens Wish Town** or its installations, fittings, equipment, plants etc. by his actions.

7.14 The **Allottee** shall not host any social functions, etc. in the Shared Areas & Facilities, without the written permission of the **Company** and / or the **DMA** which may be granted subject to payment of charges as may be fixed by

the **Company** and /or the **DMA** from time to time. Such permission may not be granted on the consideration of security and / or convenience of other residents of **Jaypee Greens Wish Town**. The decision of the **Company** and /or the **DMA**, in this regard shall be final and binding on the **Allottee**.

8. **INSURANCE:**

8.1 The insurance of all the common buildings, equipments and other assets which are part of **Shared Areas & Facilities** in **Jaypee Greens Wish Town** shall be taken, as considered appropriate, by the **Company** and / or the **DMA** and its cost shall be included in the maintenance expenses. The **Allottee** shall not do or permit to be done any act or thing which may render the said insurance void or voidable or cause increased premium to be payable in respect thereof.

8.2 ~~The insurance of the building structure of the multi-storeyed apartment blocks against fire and earthquake risk shall be taken by the **Company** and / or the **DMA** on behalf of the **Allottees** till the **Association of Apartment Owners** is formed and takes over the maintenance activities. The cost of such insurance shall be paid by the **Allottee** in the relevant block or apartments on prorata basis. In the event the insured building gets damaged due to fire or earthquake and any claim is received from the Insurer towards such damage, the same shall be passed on to the related **Allottees** on the pro-rata basis. The actual cost of rectification of such damages due to fire or earthquake shall be borne by the **Allottees** on the pro-rata basis.~~

**(THIS CLAUSE 8.2 HAS BEEN DELETED WITH EFFECT FROM 01-08-2021)**

8.3 The **Allottee** shall solely be responsible for taking insurance of the contents within his **Residential Unit** at his own cost and the **Company** and / or the **DMA**, shall not be responsible and / or liable in any manner in this regard.

9. **Miscellaneous:**

- 9.1 All costs, charges & expenses payable in respect of this **Agreement** and on all other instruments and deeds to be executed, if any, pursuant to this **Agreement**, including stamp duty , legal fees, if any, shall be borne and paid solely by the **Allottee**.
- 9.2 The failure of the **Company** and / or the **DMA**, to enforce any provisions of this **Agreement** shall not be construed to be waiver of such provisions or the right - to enforce such provisions.
- 9.3 The **Company** and / or the **DMA** shall not be responsible or liable in any manner for not performing its obligations under this **Agreement** due to force majeure conditions or for reasons beyond the control of the **Company** and / or the **DMA**.
- 9.4 If any provision of this **Agreement** is determined to be void or unenforceable under any law, then such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this **Agreement** shall remain valid and enforceable.
- 9.5 This **Agreement** constitutes the entire 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 on derogation of the Standard Terms and Conditions of the Allotment.
- 9.6 Any notice to be served or communicated under these presents shall be in writing and shall be deemed to be duly served or communicated only if the

notice is sent to the address as stated hereinabove in the description of the **Company** and the **Allottee** and sent by registered post/speed post/e-mail or by hand.

9.7 All the provisions contained herein and the obligations arising there under in respect of the **Residential Unit** shall equally be applicable to and enforceable against subsequent purchasers of the **Residential Unit**.

9.8 The maintenance of Common Areas & Facilities including Limited Common Areas shall be handed over to the concerned **Association of Apartment Owners** after their formation in due course of time.

9.9 The **Company** and / or the **DMA** shall retain the original of this **Agreement** and the **Allottee** shall be provided a copy of the same.

## 10 **Dispute Resolution:**

10.1 Any and all disputes, claims and /or differences between the **Parties**, arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the **Parties**. In the event of disputes, claims and/or differences not being amicably resolved, the same shall be referred to sole arbitration of a person nominated for the purpose by Chairman of the **Company**.

10.2 The proceedings of the **Arbitration** shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time. The venue of the arbitration shall be at **Noida, Gautam Budh Nagar, UP , India**. The language of Arbitration proceedings shall be English.

10.3 During the arbitration proceedings the **Parties** hereto shall continue to perform their respective obligations under this **Agreement** and pendency

of the proceedings shall not be treated as an excuse for non performance.

11 **Governing Law and Jurisdiction:**

11.1 This **Agreement** shall be governed and interpreted by and construed in accordance with the laws of India and the Courts at Gautam Budh Nagar, Uttar Pradesh, India shall have exclusive jurisdiction over all matters arising out of or relating to this **Agreement**.

IN WITNESS OF THE ABOVE, the **parties** hereto have set their hands to this **Agreement** on the day, month and year first above written in the presence of witnesses.

**WITNESSES**

**For Jaiprakash Associates Ltd.**

1 Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**(AUTHORISED SIGNATORY)**

2 Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Mr. / Mrs. / M/s

**(ALLOTTEE) (s)**

**RATE-SCHEDULE (Please refer Clause 6.1)**

**1. Electricity Charges**

- (a) Electricity supplied by Paschimanchal Vidyut Vitaran Nigam Limited (**PVVNL**) : As per rates applicable for direct supply from **PVVNL** .
- (b) Electricity generated by Company or Maintenance Agency (Backup power) : **Rs. \_\_\_\_\_ per unit.**

**2. Water Charges** : **Rs. \_\_\_\_\_ per month.**

**3. Maintenance Charges** : **Rs. \_\_\_\_\_ per sq.ft of Super Area of Residential Unit per month.**

**Note: These rates are variable and are subject to change from time to time.**